

Green Local Schools
2023-2024 EMPLOYMENT SERVICES CONTRACT

This contract ("Contract") by and between the Board of Education of the Tri-County Educational Service Center ("ESC") and **Green Local Schools** District Board of Education ("Board of Education") is for the purpose of providing Employment Services ("Services").

The ESC is an educational service center organized under the laws of the State of Ohio and provides general education services, special education services, and special education-related services ("Services"); and

The ESC and the Board of Education now desire to set forth in writing the terms and conditions of their agreement regarding the provision of Services pursuant to this Contract.

1. **Purpose.** The Board of Education agrees to purchase from the ESC, and the ESC agrees to provide Services to the Board of Education. The Services provided by the ESC are those selected by the Board of Education and made available by the ESC as described in the attached Exhibit(s).
2. **Term.** This Contract is effective for one year commencing **8/1/2023** and terminating on **7/31/2024** and is non-cancelable.
3. **Agreement.** The terms of this Contract shall apply to and will be considered a part of any addenda for Services delivered by the ESC. This Contract and any attached and incorporated addenda or exhibits, if any, contain the entire contract of the parties, and there are not representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract.
4. **Scope of Work.**
 - A. The ESC agrees to:
 - (1) Provide, under the ESC's control, Services to the Board of Education as identified in the attached Exhibit(s), attached hereto and incorporated herein.
 - (2) Provide its best estimate of the cost of Services from information provided by the Board of Education.
 - B. The Board of Education agrees to:
 - (1) Pay for the actual cost of Services as provided for in the attached Exhibit(s), as well as all related employment costs, including but not limited to paid leaves, unemployment costs, worker's compensation costs, and any costs related to an employee's severance and/or separation from employment.
 - (2) Be responsible for monitoring and tracking all work as described in the attached Exhibit(s). Any payroll documents submitted to the ESC for payment to the employee must contain the Board of Education's designated written approval and will be honored as such by the ESC.
 - C. Each party agrees to:

Notify the other party in writing on or before **3/14/2024**, of any change in the Services as described in the Exhibit(s) to be purchased for the term commencing on **8/1/2024** through **7/31/2025** (the 2024-2025 contract).

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5. **Payment.** The Board of Education agrees to be solely responsible to the ESC for all charges invoiced by the ESC for Services provided pursuant to this Contract. Charges for Services will be invoiced to the Board of Education on a monthly basis, included but not limited to a first-month deposit.

Payment of all invoices sent shall be due to the ESC no later than the 15th of the following month. Notwithstanding anything to the contrary, this Contract is contingent upon the ESC receiving such payments from the Board of Education. In the event the ESC does not receive payments, the ESC may terminate or suspend this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty at its sole discretion. Such termination, suspension, or reduction shall not be deemed a waiver of other legal or equitable rights the ESC may have to full payment. Payment requirements, which are different than provided for herein, will be described in each separate addenda to this Contract. Payments made by the Board of Education pursuant to this Contract shall in no way affect or reduce the ESC's entitlement to any state funding authorized by the Revised Code, including but not limited to R.C. 3317.11.

6. **Compliance with Law.** The ESC shall provide Services in accordance with all applicable federal, state, and local laws and regulations. The ESC shall not be responsible or liable to the Board of Education for any special, incidental, indirect, or consequential damages in connection with the purchase of Services by the Board of Education.

7. **Contract Amendment.** Except as otherwise provided herein, this Contract shall not be amended except in writing, signed by both Parties hereto.

8. **Contract Addenda.** The ESC and Board of Education agree that the services and programs specified in this Contract shall remain in place for the designated school year. In recognition, however, of changing student needs, the parties agree that modifications to the services and programs may be made upon mutual agreement of the ESC's Superintendent/Designee and the Board of Education's Superintendent/Designee. During the term of this Contract, the Board of Education may add additional Services, pursuant to an addendum signed by the parties, which addendum shall be attached and incorporated into the Contract. After requesting a modification to decrease services, the Board of Education shall remain responsible for all staff compensation and the cost of such services and materials pending the completion of alternate staffing assignments, redistribution of services and materials to other clients of the ESC, and/or the implementation of a reduction in force. By approval of this Contract, the Board of Education authorizes the Superintendent/Designee of the Board of Education to agree to the provision of and payment of compensation, services, and/or materials related to any requested modifications.

9. **Cancellation of Services and Withdrawal from Services.** The ESC reserves the right to cancel any one or all of the services if an insufficient number of school districts/customers elect to participate in a particular service if there is a discontinuation or reduction of funds, or for any other reason deemed sufficient by the ESC, in its sole discretion. Written notice of such cancellation of services shall be provided to the Board of Education not less than ninety (90) days prior to the discontinuation of the service.

The Board of Education shall provide written notice of withdrawal from participation in any one or more of the services to the ESC not less than ninety (90) days prior to the withdrawal date. Such withdrawal notice shall operate to eliminate, for the succeeding year, all contractual obligations of the parties with respect to the services included in the notice of withdrawal.

10. Responsibilities of the Parties.

- A. Responsibilities of the ESC. The ESC will work collaboratively with the Board of Education to hire staff to serve the needs of the students. Services are intended to be provided in person but the ESC shall provide such Services remotely or virtually when needed if school buildings are closed as a result of a public calamity, epidemic, pandemic, or other reason necessitating closure of the school building where Services are provided to students. Services may be provided by ESC personnel, by such other persons or entities as determined by the ESC, or by any combination thereof. The ESC shall designate an administrator to serve as a liaison with those contact persons designated by the Board of Education. The ESC retains the right, both initially and going forward, to immediately remove any ESC employee or agent who does not meet the background or licensure standards, has engaged in misconduct, or who the ESC, in its sole discretion, determines is not appropriate for the then-current assignment.
- B. Responsibilities of the Board of Education. The Board of Education will cooperate with ESC staff to identify ESC Services to be delivered. The Board of Education will provide facilities for ESC staff so that Services may be delivered on-site, including meeting and classroom space for the staff and students; mailbox and parking space for the staff; access to all necessary student records; workspace for the staff; telephone, Internet, fax and copier access; secured filing space for student records; and access to the school recruitment team, including administrators, counselors, social workers, nurse, psychologist and attendance officer. Services are intended to be provided in person but the Board of Education shall provide staff with technology when needed if school buildings are closed as a result of a public calamity, epidemic, pandemic, or other reason necessitating closure of the school building where Services are provided to students. Furthermore, the appropriate contact person from the Board of Education will assist the ESC in determining the location and time for the Services to be delivered. The Board of Education will also immediately report any alleged misconduct involving ESC staff to an ESC administrator and ensure that such ESC administrator/designee is involved in any investigations involving ESC staff so that appropriate steps can be taken by the ESC concerning the assignment and/or discipline of the ESC staff.
- C. Health Insurance Costs. In accordance with Board Policies 3420 and 4420 (*Group Health Insurance*), the ESC provides group health insurance for employees of the ESC eligible to participate in accordance with the statute.
- (1) Eligible employees will include all employees who are employed by the ESC who enroll for coverage and who pay the required contribution for coverage. The ESC will provide different contributions for full-time employees and part-time employees. Eligible full-time employees are nine-, ten-, eleven-, and twelve-month employees who are employed full-time for 184 or more days, respectively, and who work six (6) or more hours per day. Part-time employees are employed for a minimum of 736 hours per year. Employees employed for less than 736 hours per year are not eligible.
 - (2) If the Board of Education decides that it would like for the ESC to provide group health insurance to employees who are not otherwise eligible for such coverage, the Board of Education's Superintendent shall submit a written request to the ESC Treasurer indicating the same. In such written request, the Board of Education shall also verify that it advised the employee that s/he is being provided with

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health insurance during the applicable school year, that the provision of group health insurance is not guaranteed, and that the Board of Education will evaluate the provision of group health insurance on a yearly basis. The Board of Education shall also verify that the Board of Education will be solely responsible for addressing any grievances or claims that might arise related to the provision of health insurance to an individual who is not otherwise eligible for such health insurance. In turn, the ESC Treasurer will acknowledge receipt of such written request and advise the Board of Education's Superintendent of the additional costs associated with such health insurance coverage. The ESC will include such additional costs in the monthly invoices sent to the Board of Education.

11. **Licensure/Certification.** The Board of Education shall recommend qualified individuals to the ESC. In turn, the ESC will ensure that all individuals providing services to the Board of Education under this Contract obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the ESC for inspection, upon request, by the Board of Education.

12. **Criminal Records Checks on Employees.** The ESC will ensure that all applicable criminal records/background check laws and any hiring restrictions imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to.

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

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

14. **Waiver of Breach.** The waiver by any party of breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach.

15. **Notice.** Any notice provided under the terms of this Contract by either party to the other shall be in writing. Notice shall be sufficient if made or addressed as follows:

Tri-County ESC
Treasurer
741 Winkler Drive
Wooster, Ohio 44691-1652

Green Local Schools
Erin VanMeter
100 Smithie Drive, PO Box 438
Smithville, Ohio 44677

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16. **Force Majeure.** If the ESC is unable to perform any Services under this Contract by reason of force majeure, the ESC will be excused from its obligations to the extent that its performance is prevented by force majeure, for the duration of the event. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and other severe weather; explosions; restraints of government and people; war, strikes, and other like events; or any other cause that is not reasonably within the control of the ESC.
17. **Liability.** The Board of Education shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of the Board of Education's employees or agents, as well as any ESC employee providing program services to the Board of Education in connection with the performance of those services for which they are liable under applicable law. The Board of Education shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Contract. In the event, any legal action is brought against the Board of Education and/or ESC related to any services provided to the Board of Education by the ESC under this Contract, the Board of Education shall be responsible for the ESC's, as well as its own, attorney fees and costs associated with such litigation.
18. **Termination.** This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - If the Board of Education fails to make a payment under this Contract, the ESC may terminate this Contract in accordance with Article 5. Payment.
 - If the Board of Education fails to perform any other obligations under this Contract, and no remedial action can be agreed upon by the parties, the ESC may terminate this Contract and collect all amounts due for the balance of the unexpired term of this Contract.
19. **Successors and Assigns.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
20. **Severability.** In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
21. **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.
22. **Counterparts.** This Contract may be executed in several counterparts, all of which, taken together, shall constitute one single agreement between the parties hereto.

IN WITNESS WHEREOF, the ESC and the BOARD OF EDUCATION have executed this CONTRACT to be effective on the date specified in Article 2. Term, above:

BOARD OF EDUCATION OF THE TRI-COUNTY EDUCATIONAL SERVICE CENTER

ESC Superintendent's Signature

Date

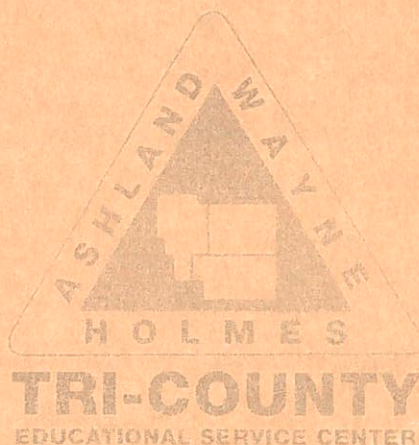
BOARD OF EDUCATION OF THE Green Local Schools

District Superintendent's Signature

Date

District Treasurer's Signature

Date



FY24 ESTIMATED EMPLOYMENT SERVICES CONTRACT EXHIBIT A

District	Last Name	First Name	Position	Contract Hours	Contract Days	Salary	per amt	SERS Surcharge Estimate	STRS/SERS	Type of Insurance	Insurance	Medicare	Worker's Comp	Mileage	PD	College Credit Reimbursement	Salary Estimate	Salary Estimate Notes	Sub Total to District	Admin Fee	Total Cost to District
Green Schools	Beard	Michelle	Speech/Language Pathologist	(7.5 hours per day)	183	\$72,050.76	per year	\$0.00	\$10,087.11	Life Only	\$66.12	\$1,044.74	\$396.28	\$500.00	\$0.00	\$0.00	\$72,050.76	-	\$84,145.00	\$2,524.35	\$86,669.35
Totals								\$0.00	\$10,087.11		\$66.12	\$1,044.74	\$396.28	\$500.00	\$0.00	\$0.00	\$72,050.76		\$84,145.00	\$2,524.35	\$86,669.35

**Surcharge for classified employees that qualify will be billed accordingly as SERS charges are determined.
 **If indicated on the DERF, actual expenditures for mileage, meetings, tuition reimbursement and substitutes will be billed accordingly.