

**AGREEMENT FOR THE SHARING OF  
EMIS COORDINATOR SERVICES**

This Agreement for Shared EMIS Coordinator Services (“Agreement”) is hereby entered into by and between the Chippewa Local School District Board of Education (“Chippewa”), whose address is 56 North Portage Street, Doylestown, OH 44230, and the Green Local School District Board of Education (“Green”), whose address is 100 Smithie Drive, Smithville, OH 44677 (collectively, “the Districts”).

WHEREAS, the Districts understand and acknowledge that they are required to report certain data to the Ohio Department of Education through its Education Management Information System (“EMIS”) pursuant to the applicable laws and regulations of Revised Code Section 3301.0714 and Administrative Code Section 3301-14-01; and

WHEREAS, Green currently employs a qualified individual in the capacity of EMIS Coordinator; and

WHEREAS, the Districts recognize the benefits of reduced costs and increased efficiency associated with sharing personnel charged with meeting each district’s EMIS reporting obligations; and

WHEREAS, the Districts desire to formalize the sharing of such services by entering into this Agreement pursuant to the powers and authority provided for in Revised Code Section 9.482.

NOW, THEREFORE, the Districts agree as follows:

**1. EMIS Coordinator.**

The Districts agree to share the services of a qualified individual who shall be responsible for meeting each district’s obligations to report required district data to the Ohio Department of Education through EMIS (“EMIS Coordinator”).

Green agrees to provide its duly employed EMIS coordinator to Chippewa to perform the shared EMIS Coordinator services pursuant to this Agreement.

The EMIS Coordinator shall remain an employee of Green, and Green shall have sole and final authority to take employment action with respect to the EMIS Coordinator, such as discipline, evaluation, or contract renewal. Chippewa expressly acknowledges that it has no employment authority over the EMIS Coordinator. Chippewa may, from time to time, provide feedback and/or comments to Green regarding the performance of the EMIS Coordinator. Green shall give such performance-related feedback/comments due consideration.

When the EMIS Coordinator is providing services to Chippewa she/he will do so at the direction of Chippewa's Superintendent.

Should the EMIS Coordinator's employment with Green be terminated at any time during the term of this Agreement, Green agrees to seek a qualified replacement within a reasonable amount of time.

**2. Term.**

Services provided under this Agreement shall be for a term of one school year, commencing on July 1, 2021 and shall end on June 30, 2022. This Agreement shall automatically renew on July 1, 2022 for an additional one (1) year period, and shall automatically renew on July 1 each year thereafter, unless either district provides written notice declaring its intent not to renew the Agreement by April 1 of the current term.

**3. Payment and Reimbursement.**

Green shall bear sole responsibility to pay EMIS Coordinator his/her annual compensation per the terms of EMIS Coordinator's employment agreement with Green. Green shall pay EMIS Coordinator's professional development.

Chippewa shall reimburse Green in the amount equal to fifty (50) per-cent of the EMIS Coordinator's annual compensation, which shall include his/her salary, employer contributions to SERS, and employer premiums for medical/ dental coverage, Medicare, BWC premiums as consideration for receiving the benefit of shared services. Furthermore, Chippewa agrees to reimburse Green for the cost of EMIS Coordinator's association dues. Furthermore, if Chippewa needs additional days of service, it shall request said days in writing and Green local will invoice Chippewa for the additional days of service at the current per diem rate.

When the EMIS Coordinator works both in Green and Chippewa on the same day and therefore has to travel between the two locations, Chippewa shall reimburse the EMIS Coordinator for mileage expenses incurred during travel. If the EMIS Coordinator works solely in Chippewa on a given day, the EMIS Coordinator will not be entitled to mileage reimbursement.

**4. Termination.**

At any time and without cause, either district may terminate this Agreement by providing no less than six months written notice to the other district prior to the Agreement's termination date.

If, at any time during the initial term of this Agreement or any successive renewal terms, Chippewa deems the EMIS Coordinator's performance unsatisfactory, Chippewa may elect to terminate this Agreement by providing no less than sixty days of written notice to Green indicating its intent to do so.

#### **5. Confidentiality.**

The Districts understand and acknowledge that due to the nature of the duties to be performed by the EMIS Coordinator, the EMIS Coordinator may have access to the confidential student personally identifiable information ("PII") of students of each district that is required to be kept confidential by applicable state and federal law. The Districts agree to instruct the EMIS Coordinator to maintain such required confidentiality, and not share any confidential Green student PII with colleagues at Chippewa, and vice versa.

#### **6. Indemnification.**

When the EMIS Coordinator is providing services to Chippewa, Chippewa is responsible for the costs of defense and any liability arising out of the EMIS Coordinator's services provided to Chippewa to the extent required by applicable law. In the event of a dispute as to whether applicable law requires Chippewa to provide indemnity and a defense to the EMIS Coordinator, such dispute shall be resolved between Chippewa and the EMIS Coordinator and Chippewa shall indemnify and defend Green from and against any obligation to defend and indemnify the EMIS Coordinator that may otherwise be required of Green as the employer of the EMIS Coordinator or by virtue of this Agreement.

Other than expressly provided for above, neither district shall be responsible for the acts or omissions of the other district's officers or employees, nor shall either district incur any liability arising out of the services of any of the other district's officers or employees.

#### **7. No Partnership.**

The Districts intend by this Agreement to establish only a cost-sharing arrangement with regard to the provision of EMIS coordination services and do not intend to create a partnership, joint venture, or joint partnership of any kind.

#### **8. Joint Representation.**

The Districts hereby acknowledge that they each use the law firm of Peters Kalail & Markakis Co., L.P.A. as their general counsel and that this Agreement was prepared with their prior knowledge and approval by Peters Kalail & Markakis. The Districts further state that Peters Kalail & Markakis advised them that they could seek independent counsel associated with the preparation of this Agreement, but they voluntarily elected to jointly use Peters Kalail & Markakis to prepare the Agreement, and as such they

knowingly and affirmatively waived any potential conflicts of interest associated with the preparation of this Agreement by Peters Kalail & Markakis.

**9. Notices.**

All notices required or permitted to be given under this Agreement shall be in writing and transmitted via regular or electronic mail to the appropriate addresses indicated below.

For Chippewa:

For Green:

Mr. Todd Osborn, Superintendent

Mr. Dean Frank, Superintendent

56 North Portage Street  
Doylestown, OH 44230

P.O. Box 438  
100 Smithie Drive  
Smithville, OH 44677

*Email:* chip\_superintendent@tccsa.net

*Email:* gren\_dfrank@tccsa.net

**10. Amendment.**

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by duly authorized representatives for each district.

**11. Governing Law.**

This Agreement shall be governed by and construed under the laws of the State of Ohio. Venue for any action regarding this Agreement shall be any court of competent jurisdiction located in Wayne County, Ohio.

**12. Entire Agreement.**

This Agreement constitutes the complete and exclusive Agreement between the Districts relating to the sharing of EMIS coordination services. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by each district, shall be binding on the Districts. Further, the undersigned represent that each has the full power and authority to bind their respective district to the terms of this Agreement.

IN WITNESS THEREOF, the Districts set their hands:

GREEN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

CHIPPEWA LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_