

Master Service Agreement

THIS MASTER SERVICE AGREEMENT (the "Master Service Agreement") is made as of June 21, 2015 to be effective (August 1, 2015) by and between the Governing Board of the Educational Service Center of Cuyahoga County, acting on behalf of the North Coast Shared Service Alliance (jointly as vendor, hereafter referred to as the "Company"), and Revere Local Schools (the "Client" and, together with the Company, the "Parties").

RECITALS

WHEREAS, the Educational Service Center of Cuyahoga County, the Medina County Educational Service Center, the Educational Service Center of Lorain County, and Rachel Wixey and Associates have entered into a Partnership Agreement to establish the North Coast Shared Service Alliance to provide various services to area school districts; and

WHEREAS, pursuant to the Partnership Agreement, the Educational Service Center of Cuyahoga County is authorized to enter into service agreements on behalf of the North Coast Shared Service Alliance for the provision of such services to client school districts; and

WHEREAS, the Client wishes to purchase certain Services, and the Company wishes to provide such Services to the Client, pursuant to and in accordance with the provisions of this Master Service Agreement and each service may be executed by the Parties pursuant to the Master Service Agreement.

NOW, THEREFORE, IN CONSIDERATION of the premises hereof, and the mutual promises and obligations herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

A. Scope of ServiceRecruitment

The Company will provide the Client with recruitment of school based employees for substitute certified positions as needed.

Compliance

The Company will ensure all state requirements are met and manage all records compliance for employees working for the Client and / or at the Client site(s).

Employment

The Company will provide professional employment services for substitute school employees working for the Client, and maintain responsibility for accurately tracking substitute work time, processing payroll, managing risk and paperwork associated with unemployment and worker's compensation. The Company will carry the liability insurance required for all substitute employees working for the Client and / or at the Client site(s).

Reasonable Assurance

At the end of each school year, the Company will be responsible for providing all substitute teachers a letter of reasonable assurance for work after seasonal employment. The Company will solicit a letter of intent from each substitute teacher to identify their interest and intent in returning for substitute assignments the following school year. The Company will audit each substitute teacher personnel file and require all licensure requirements be updated before returning for assignment the following school year.

Scheduling and Aesop Administration

The Company will provide the scheduling of substitute employees as needed, in the absence of a Client employee or other regular staff member of the Client. The Company will serve as Aesop Administrator for the Client, and the Client will experience and have full use of the Aesop system and all features. The Client will maintain the contract with Aesop for use of their software if the Client does not wish to manage their own vendor contract.

Training

The Company believes that better preparation, training and development produces higher quality educators in the classroom. The Company holds Teacher preparation as a high priority and takes responsibility to ensure each substitute teacher recruited by the Company will be provided training through Public School Works. The Company will require all non-educators to have additional training for best practices in classroom preparedness.

The Company will ensure training deadlines for substitutes have been met within three months of employment in the Client worksite(s).

The Company will conduct new hire orientations for all new substitutes hired to work at the Client worksite(s). Orientations will be designed to include the Client information and policies, as well as Company specific information.

Payroll Administration and Retirement

The Company will provide payroll services for all employees assigned to the Client worksite(s). The Company is responsible for ensuring all taxes, unemployment burden, worker's compensation burden and liability insurances are fully covered for each person employed by the Company. The Company will manage the deduction for State Teaching Retirement System (STRS), and provide the employee retirement deductions for STRS, along with the state required reporting. STRS payments will be submitted immediately following each payroll. The Company will provide the Client with the necessary payroll reports for Client records. The Company will be responsible for the 14% Board retirement contribution for payment to the appropriate retirement system STRS.

B. Patient Protection and the Affordable Care Act

The Company will be responsible for managing the Administrative burden of the Affordable Care Act for all substitute employees working for in the Client work sites. This includes Administration, Reporting, and Governmental Agency interface, tracking critical real time data

needed to manage potential costs, and assuming accountability for regulatory compliance. The Client will not experience any cost associated with substitute employees working throughout a 185 day school year, unless approved by the Client prior to substitutes meeting requirements.

C. Supervision and Safety

The Client will provide the primary Workplace Security and Supervision, including on-site work performance and productivity of all employees provided by the Company. The Company will reinforce any Client policy as requested, and will enforce all policies set forth by the Company. The Company does not accept responsibility for any property loss or damage that may be caused by the deliberate acts or omissions of the employees provided.

The Client agrees to use the Company's employees only to perform the duties for the specific position for which they were assigned and agrees that duties will not be altered or expanded in any way without the prior written consent of the Company.

The Client is solely responsible for compliance to all applicable health and safety laws, including any pertinent OSHA and/or FDA regulations and requirements. The Client will communicate to the Company employees all hazards in the workplace, provide any training or equipment which may be required or normal and customary in its business, and will take due care to protect employees from exposure to any hazardous conditions or materials.

D. Equal Opportunity Employer

The Parties agree that they are Equal Opportunity Employers and do not discriminate based on an employee's race, color, sex, age, religion, national origin, mental or physical disability, ancestry, military discharge status, sexual orientation, marital status, source of income, parental status, housing status, or other protected status, in accordance with applicable federal and state law.

E. Service Fees

The applicable fees for each Service delivered pursuant to the Agreement (the "Service Fees") shall be set forth in the following cost structure:

The Company agrees to provide professional Human Resource services specific to recruiting, qualifying, scheduling, training and development, hiring and payroll as outlined in (A), (B) and (C) by the following rates:

Substitute Teacher positions

<u>Pay rate</u>	<u>Corresponding Bill Rate</u>
\$60.00/half day	\$79.99/half day
\$75.00/half day	\$98.48/half day
\$90.00/day	\$116.96/day
\$110.00/day	\$141.60/day

The Company will track consecutive and accumulated day increases as required by the Client, and process payrolls according to the Client pay scale.

F. Payment Terms

All invoices issued by the Company shall be due and payable within 15 calendar days of the invoice date. The Client agrees to pay the Company by the Price Structure outlined herein.

G. Confidential Information

Each Party agrees to use the other Party's Confidential Information solely for the purposes of carrying out its obligations under this Agreement, and to refrain from disclosing that Confidential Information to any third-party, unless and to the extent: (a) any disclosure is necessary or appropriate in connection with the performance of its obligations or exercise of its rights under this Agreement; (b) any disclosure is required by applicable law including public records law (O.R.C. §149.43, *et seq.*) or open meetings law (O.R.C. §121.22, *et seq.*); and the Confidential Information is only disclosed to the extent required by law; (c) any disclosure is made with the consent of the disclosing party; or (d) to employees, consultants or agents to whom disclosure is necessary to realize the benefit of this Agreement and who agree to be bound by the terms hereof.

H. Term Agreement

The initial term of this Agreement shall be August 1, 2015 – June 30, 2016 (the "Initial Term"). The Initial Term of the Agreement shall automatically be extended for additional successive periods of one year each (each, a "Renewal Term," and, together with the Initial Term, the "Term") at the conclusion of the Initial Term and each Renewal Term, unless either Party shall give written notice of termination to the other Party at least sixty (60) calendar days prior to the commencement of the applicable forthcoming Renewal Term; or, either party may terminate services with a sixty (60) notice.

IN WITNESS WHEREOF, the Parties have caused this Master Service Agreement (four total pages) to be executed by a duly authorized representative thereof, respectively, as of the Effective Date.

Prepared and Agreed by:

Governing Board of the Educational Service Center
of Cuyahoga County, acting on behalf of the

North Coast Shared Service Alliance

By: _____
Print name: _____
Title: _____

Acknowledged and Agreed by:

Revere Local Schools

By: _____
Print name: _____
Title: _____