



OHIO SUBSTITUTE TEACHER SERVICES CLIENT SERVICE AGREEMENT

This Client Service Agreement (the “Agreement”) is entered into by and between the Governing Board of the Educational Service Center of Northeast Ohio (“ESC of Northeast Ohio”), acting on behalf of Ohio Substitute Teacher Services (“OSTS”), and Clearview Local School District Board of Education (the “Client”).

WHEREAS, the ESC of Northeast Ohio, the Medina County Educational Service Center, the Educational Service Center of Lorain County, and the East Central Ohio ESC have entered into an agreement wherein the ESCs intend to offer substitute teaching services to client school districts through OSTs (“OSTS Agreement”); and

WHEREAS, various other educational service centers in the State of Ohio (“Affiliate ESCs”) have been authorized and agreed to participate in OSTs to assist in the recruitment, engagement, and qualification of substitute teachers and other employees; and

WHEREAS, the ESC of Northeast Ohio is authorized to enter into service agreements on behalf of OSTs with client school districts that desire to receive services from OSTs; and

WHEREAS, Client wishes to receive certain services, and OSTs wishes to provide such services to Client, pursuant to and in accordance with the provisions of this Client Service Agreement.

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

1. Scope of Services

- a. **Recruitment and Assignment** – OSTs will provide the Client with recruitment and assignment of school based employees for substitute certified positions as needed by Client. Recruiting initiatives will include promoting Client and the opportunity for employment as substitutes by using media outlets, online postings, leveraging relationships with colleges and universities located in the State of Ohio, candidate pools from other OSTs districts, and other traditional and non-traditional methods.
- b. **Compliance** – OSTs will ensure all state requirements, including licensure, are met and manage compliance of all records of employees assigned to work for Client and/or at the Client’s location.

- c. **Employment** – OSTS will provide professional employment services for substitute certified school employees assigned to work for Client, and maintain responsibility for accurately tracking substitute work time, processing payroll, retirement system contributions, managing risk, and paperwork associated with unemployment and worker’s compensation. OSTS or the ESC of Northeast Ohio will carry liability insurance required for all substitute employees assigned to work for Client and/or at Client’s location.

- d. **Reasonable Assurance** – At the end of each school year, OSTS will be responsible for providing all substitute certified employees a letter of reasonable assurance for work after seasonal employment. OSTS 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. OSTS will audit each substitute teacher personnel file and require all licensure requirements be updated before returning for assignment the following school year.

- e. **Scheduling and Administration** – OSTS will provide an electronic system or program for the scheduling of substitute employees as needed in the absence of a Client employee or other regular staff member of the Client. OSTS will serve as Administrator for the scheduling of substitute teachers for Client through Aesop or other electronic system. Client will have full access of the electronic system, including all features necessary for scheduling, tracking, and other information. Client will maintain a contract with Aesop (or other electronic system) for Client’s use of the electronic program.

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

OSTS will monitor training deadlines for substitutes and require substitutes to complete training deadlines within three months of assignment to Client location(s). OSTS will conduct new hire orientations for all new substitutes assigned to work at the Client location(s). Orientations will be designed to include the Client information and policies, as well as OSTS specific information.

- g. **Payroll Administration and Retirement** – OSTS will provide payroll services for all employees assigned to Client. OSTS is responsible for ensuring all taxes, unemployment compensation, worker’s compensation liability insurances and administration are fully covered for each person employed. OSTS will manage deduction for State Teaching Retirement System (STRS) contributions, and provide the employee retirement deductions to STRS, along with the state required reporting. STRS payments will be submitted immediately following each payroll.

OSTS will provide Client with the necessary payroll reports for Client records. OSTS will be responsible for the 14% employer retirement contribution for payment to STRS.

- h. Risk Management – OSTS will be responsible for managing all claims, paperwork, and costs associated with unemployment and worker’s compensation claims that may be filed by an employee. There will not be a direct bill back to the Client for any eligible claims.
- i. Patient Protection and the Affordable Care Act – OSTS will be responsible for managing the administrative requirements of calculating Affordable Care Act eligibility for substitute employees assigned to work for Client or at Client location(s). This includes administration, reporting, and governmental agency interface, tracking critical real time data needed to manage potential costs, and assuming accountability for regulatory compliance. Client will not experience any cost associated with substitute employees working throughout the school year, unless Client is first notified in advance by OSTS and Client approves substitutes meeting insurance eligibility requirements to enroll on insurance coverage.

2. Supervision and Safety

Client will provide the primary workplace security and supervision of substitutes, including on-site work performance and productivity of all employees assigned by OSTS. OSTS will reinforce any Client policy as requested and will enforce all policies set forth by OSTS. OSTS does not accept responsibility for any property loss or damage that may be caused by the intentional acts or omissions of the employees assigned.

Client agrees to use OSTS employees only to perform the duties for the specific position for which the employee is assigned and agrees that duties will not be altered or expanded in any way without the prior written consent of OSTS.

Client is solely responsible for compliance with all applicable health and safety laws at its location(s), including any pertinent OSHA and/or FDA regulations and requirements. Client will communicate to OSTS employees all hazards in the workplace, provide any information, training, or equipment which may be necessary for employees to perform the assigned work, which is normal or customary to Client’s operations, and will take due care to protect employees from exposure to any hazardous conditions or materials.

3. Equal Opportunity Employer

Parties acknowledge and agree that they are Equal Opportunity employers which may not discriminate on the basis of an employee’s race, color, sex, age, religion, national origin, disability, ancestry, military discharge status, sexual orientation, marital status, source of income, parental status, housing status, or any other protected status, in accordance with applicable federal and state law.

4. Service Fee

The applicable fees for the service delivered pursuant to this Agreement together with additional fees, if any, (the “Service Fees”) shall be charged according to the following cost structure. OSTs agrees to provide professional Human Resource services specific to recruiting, qualifying, scheduling, training and development, hiring and payroll costs including retirement as outlined in Section (A) for the following rates:

Substitute Teacher Positions

Positions	Pay Rate (Gross Wage for Substitute)	Corresponding Bill Rate (Amount Paid to OSTs)
Daily Substitutes	\$150.00/day	\$189.00/day

Client acknowledges and agrees that OSTs shall maintain the difference between the Corresponding Bill Rate and the Pay Rate for payment of expenses and as its administrative fees for performing the Services under this Agreement, which will be distributed among the ESCs providing services through OSTs as applicable.

On an annual basis, OSTs shall establish updated pricing for Client based upon market conditions and administrative expenses to operate OSTs. OSTs shall notify Client of such revised pricing on or before August 1 of each school year. Interim changes in pricing during a Term may be made upon mutual agreement of OSTs and Client. Should Client desire to increase the daily rate to be paid to substitute employees assigned to Client, Client shall contact OSTs about this request and an corresponding increase of the Bill Rate shall be established based upon the increase in the daily rate.

Note: Client may assume payroll responsibilities for long term substitutes who have been assigned to one specific teaching position at Client for a period of 60 days or more. The OSTs will continue payroll responsibilities for long term assignments at the request of the Client. In such instances, Client may incur additional costs associated with being required to compensate the substitute at a daily rate not less than the minimum salary on the current adopted salary schedule as well as insurance coverage under the Affordable Care Act, should the substitute’s position extend into the period that qualifies the substitute for benefits under applicable law.

5. Invoicing and Payment

All invoices issued by OSTs shall be due and payable within 15 calendar days of the invoice date. Client agrees to pay OSTs according to the Price Structure set forth in Section 4. Client shall not withhold any invoiced Service Fees not in dispute. OSTs may discontinue the services to Client if Client fails to pay an invoice when due.

6. Confidential Information

Each party agrees to use Confidential Information of the other party solely for the purposes of carrying out its obligations under this Agreement, and to refrain from disclosing any Confidential Information to any third-party, unless and to the extent: (a) the 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) or open meetings law (O.R.C. §121.22); provided that, if practicable, the party requested to make such disclosure uses reasonable efforts to give the party to whom the relevant Confidential Information relates reasonable advance notice thereof so as to afford that party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure) 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.

7. Term of the Agreement

The initial term of this Agreement shall be July 1, 2023, through June 30, 2024 (the “Initial Term”). The Term of the Agreement shall automatically renew for additional successive terms of one year each (each, a “Renewal Term,” and, together with the Initial Term, a “Term”) at the conclusion of the Initial Term and each Renewal Term, unless a party gives written notice of termination to the other party at least sixty (60) calendar days prior to the commencement of a Renewal Term.

Should the ESC of Northeast Ohio, Lorain County ESC, Medina County ESC, and East Central Ohio ESC determine to discontinue providing services under the OSTs Agreement, the ESC of Northeast Ohio may terminate this Agreement upon providing Client notice thereof at least sixty (60) days prior to termination.

8. Amendment

This Agreement may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by the parties hereto.

9. Assignment

No party may assign or otherwise transfer, voluntarily or by operation of law, this Agreement without the prior written consent of the other party hereto.

10. Force Majeure

No party shall be liable for failure or delay of performance arising from an act of God or other events beyond the control of such party, such as the acts of a regulatory agency, fires, floods, explosions, strikes, labor stoppages, and acts of terrorism, war, or rebellion.

11. Severability

If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provisions to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

12. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Ohio. Any disputes, claims, or causes of action arising out of this Agreement shall be filed in the Court of Common Pleas of Cuyahoga County.

13. Section Headings

The headings in this Agreement are included for convenience only and shall neither affect the construction, nor interpretation, of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

14. Entire Agreement

This Agreement constitutes the complete and exclusive Agreement between the parties. No terms, conditions, understandings, or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by each party to be bound, shall be binding on any other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized representative thereof, respectively, as of the date(s) set forth below.

Client School District Name

EDUCATIONAL SERVICE CENTER
OF NORTHEAST OHIO on behalf of
OHIO SUBSTITUTE TEACHER SERVICES

By: _____
Superintendent

By: _____
Superintendent

By: _____
Treasurer

By: _____
Treasurer

Date: _____

Date: _____