

This On-Site Technical Services Agreement ("Agreement") is entered into by and between **NORTHERN BUCKEYE EDUCATION COUNCIL/NORTHWEST OHIO COMPUTER ASSOCIATION** ("NWOCA"), whose main office is located at 209 Nolan Parkway, Archbold, Ohio 43502, and **TIFFIN CITY SCHOOL DISTRICT** ("District"), 244 South Monroe Street, Tiffin, OH 44883 collectively referred to as the Parties, and is effective as of December 4, 2023 ("Effective Date").

In consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby, the Parties hereto agree that all applicable On-Site Technical Services are provided to the Definitions and General Terms and Conditions contained herein.

ARTICLE 1. SCOPE OF SERVICES

NWOCA shall provide 1 Full Time On-Site Technician.

Technician(s) shall be available on-site to perform computer setup, software installation, troubleshooting, repairs, and one-on-one computer assistance with district staff members.

It shall be the District's responsibility to assign a District staff member to whom the Technician(s) will report to for assignment of duties. It is the District staff member's responsibility to explain the duties and tasks to be completed by the Technician, as well as be available to answer questions. The District staff member may be contacted periodically by the NWOCA District Services Supervisor to ensure the services being provided are meeting the district's needs; and, to discuss the Technician's performance and future assignments.

Technician(s) provided to the District under this contract will be considered employee(s) of the Northern Buckeye Education Council (NBEC) and will be afforded all benefits and working conditions offered to all NBEC employees. It will be the responsibility of the NBEC to maintain all state and federal employment regulations. District agrees to honor all terms of assigned technician's NBEC employment.

Basic Terms of Employment:

- 1.1. See NBEC Policies
<https://www.boarddocs.com/oh/nbec/Board.nsf/Public?open&id=policies>
- 1.2. 12 Month Employment Contract
- 1.3. 37.5 Work Hours per Week (7.5 hours/day). The employee(s)' work schedule may be adjusted to accommodate the District's schedule as long as total weekly hours **do not exceed** 37.5 hours. Per FLSA regulations, any hours over 37.5 will be considered overtime for non-exempt employees. The employee(s) shall be compensated as such and the District will be charged in addition to the contracted amount.
- 1.4. Paid Time Off Included in Employment Contract consists of the following and shall be granted in accordance to the NBEC Policies:
 - 1.4.1. **HOLIDAYS:** NWOCA observes the following 13 paid Holidays per year: July 4th, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's

Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth.

- 1.4.2. **PERSONAL LEAVE:** Full time employee(s) shall receive 3 days of Personal Leave per contract year.
- 1.4.3. **VACATION LEAVE:** Full time employees shall accrue an annual minimum of 75 vacation hours. Vacation availability may vary due to the employee(s)' years of experience, as well as unused carry over. *NWOCA employees are strongly encouraged to take 37.5 hours of vacation per calendar year.*
- 1.4.4. **SICK LEAVE:** Full time employee(s) shall accrue 15 days of sick leave per year.
- 1.5. Employee(s)' salary shall be set and approved by the NBEC Board of Directors in May or June of each year. District shall have input to the annual salary increases for the employee(s).
- 1.6. Full time employee(s) shall be offered Medical, Dental, Vision, and Life Insurance in accordance with the NBEC Group Plan provided to all NBEC employees.
- 1.7. Employee(s) shall be required to be enrolled as a contributing member of the School Employees Retirement System of Ohio.
- 1.8. Employee(s) shall be covered under the NBEC Ohio Bureau of Worker's Compensation Policy.

ARTICLE 2. AGREEMENT TERM AND TERMINATION

This Agreement is effective for all services covered herein for the period of **JULY 1, 2023 THROUGH JUNE 30, 2024.**

ARTICLE 3. CHARGES AND PAYMENTS

The FY24 annual 12-month contracted amount for this agreement shall be \$96,694.00, prorated to **\$56,404.83** for 7 months, December 4, 2023 – June 30, 2024, to be invoiced to the District in quarterly installments in January, April, & June.

The above contracted amount shall be for 1 Full Time Technician, and is comprised of the Employee(s)' Salary, Insurance Benefits, and SERS/MEDICARE employer obligations.

Additional costs shall be assessed to the District for any of the following throughout the term of this agreement:

- 3.1. **Travel Costs:** District shall reimburse NWOCA for all travel within the district incurred by Technician(s) when traveling on District business. Cost of travel will be actual mileage at the current IRS rate. Travel costs shall be invoiced with the regular quarterly On-Site Technician fees.
- 3.2. **Overtime:** Per the Federal Fair Labor Standards Act the employee shall be classified as Non-exempt. Thus, any work hours over 37.5 hours per week will be considered overtime. Employee(s) shall be compensated as such and District shall be charged in addition to the above contracted amount.
- 3.3. **Tuition and/or Training Reimbursement:** District shall reimburse NWOCA for any tuition and/or training reimbursements for the assigned employee(s). District shall be made aware of, and approve, any such requests in advance.
- 3.4. If the employee(s) elects a change in benefits from Single coverage to Family coverage, at any point during the term of this contract, the contracted amount shall be adjusted accordingly.

ARTICLE 4. GENERAL

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representative.

Waiver; Modifications. This Agreement may not be released, discharged, changed or modified in any manner, except in writing signed by both parties, and specifying with particularity the nature and extent of such waiver.

Severability. If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Entire Agreement. This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

Compliance with Law. Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties:

NORTHERN BUCKEYE EDUCATION COUNCIL

SIGNATURE: _____

NAME (PRINTED): _____

TITLE: _____

DATE: _____

TIFFIN CITY SCHOOL DISTRICT

SIGNATURE: _____

NAME (PRINTED): _____

TITLE: _____

DATE: _____