

# **JEFFERSON COUNTY EDUCATIONAL SERVICE CENTER**

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## **ALTERNATIVE SCHOOL SERVICE AGREEMENT**

This Alternative School Service Agreement (hereinafter referred to as "Agreement") is entered into on this 25th day of June, 2024 by and between the Governing Board of the Jefferson County Educational Service Center (hereinafter referred to as "JCESC") and the Board of Education of the Coshocton City School District (hereinafter referred to as "District") upon the following terms and conditions:

WHEREAS, the District desires to establish and maintain an Alternative School K-12 pursuant to O.R.C. §3313.533; and

WHEREAS, the Jefferson County Educational Service Center (JCESC) has the available resources to provide the services necessary to operate an Alternative School; and

WHEREAS, other school districts in Coshocton County also desire to establish and maintain an Alternative School;

NOW, THEREFORE, for mutually acceptable consideration and pursuant to O.R.C. §3313.845, the parties hereto agree as follows:

1. JCESC shall provide to the District, and the District shall obtain from JCESC, the following services to operate an Alternative School K-12, which shall be performed by JCESC or its subcontractors in a timely, professional, and competent manner:
  - a. Personnel to operate the school including but not limited to a Director, Teacher, and Resource Officer;
  - b. Curriculum;
  - c. Facilities;
  - d. Supplies and equipment;
  - e. A school plan pursuant to O.R.C. §3313.533;
  - f. Mental health services and case management, per contract with Ohio Family Counseling and Consultation, LLC, or its successor;
  - g. Security services, per contract with Coshocton County Sheriff's Department, or its successor;
  - h. The Alternative School will be known as Coshocton County Alternative School K-12.
2. The District agrees to:
  - a. Provide an Administrator to serve as Coordinator and "point of contact" between the District and the JCESC for coordination and administration of the Alternative School, including but not limited to enrollment/withdrawal of students, assignment of course work and communication with teacher regarding student needs, reporting requirements, parental consent when necessary and development of a school plan in cooperation with the JCESC. Such Coordinator will also cooperate with Ohio Family Counseling and Consulting, LLC or its successor in providing mental health services to Alternative School students.

- b. Provide student transportation to and from the district of residence to the Alternative School site.

3. Fiscal Agent:

- a. JCESC shall serve as fiscal agent for the Coshocton Alternative School, which services shall include payroll, budget procedures, processing all payment of expenses, manage bank accounts and preparation of financial reports.
- b. The fee for fiscal services shall be four (4) percent of all operating expenses for the fiscal year. The JCESC shall bill the district annually after all expenses have been determined. The four (4) percent fiscal fee will be evenly split between the three Coshocton County School Districts. Payment shall be due within thirty (30) days.

4. Students enrolled in the Alternative School shall remain part of the districts' ADM.

5. The Alternative School will be open on days when the District is in session.

6. The minimum length of stay per pupil shall be 3 days.

7. As consideration for providing such services, the District shall pay the JCESC as follows:

- a. The District shall pay \$35.00/day per student. The per day/per student fee will be billed on a quarterly basis.
- b. In the event the Coshocton County Alternative School program does not generate sufficient revenue from fees, grants and other available resources to **cover operating costs,** the District agrees to contribute to excess costs. The Coshocton County Career Center will pay a fixed rate of no more than \$500 for the excess costs. The three Coshocton County School Districts will each pay one-third (1/3) of the remaining excess costs for each fiscal year. An accounting will be provided to all Districts participating in the Coshocton County Alternative School program on or before June 15<sup>th</sup> of each year.

8. Term: This Agreement shall commence on July 1, 2024 and continue through June 30, 2027 at which time it may be extended by the parties. The number of days of actual operation and staff work days will be determined by the Coshocton County Superintendents, in consultation with JCESC, on an annual basis.

9. Independent Contractor Status: Each party hereto shall be deemed an independent contractor, and neither party is nor shall be considered an agent, employee, or representative of the other.

10. Cooperation: Upon either party's request, the other party shall provide, without charge, copies of all information, data, records, and/or reports which the requesting party deems necessary to the provision of the alternative school services. Appropriate conferences shall also be scheduled at convenient times with essential administrative personnel of both parties for the purpose of discussing necessary information.



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11. Compliance with Law: Both parties shall comply with all applicable Federal, State, and Local laws, ordinances, codes, regulations, and policies, including but not limited to those governing the disclosure of confidential information regarding students and/or their family members, such as the Family Educational Rights and Privacy Act (20 U.S.C. §1232g) and O.R.C.3319.321.
12. Entirety: This Agreement contains the entire agreement between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior service contract or similar type of agreement between the parties, oral or written, is hereby superseded and terminated.
13. Governing Law: The laws of the State of Ohio shall govern the validity, performance, and enforcement of this Agreement.
14. Severability: Each article, paragraph, provision, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Agreement shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.
15. Section Headings: The section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

Governing Board of the Jefferson County Educational Service Center	Board of Education of the _____ School District
By: <u>Barry Dullen</u> Board President      Date	By: _____ Board President      Date
By: <u>John Lee</u> <u>6/25/24</u> Treasurer      Date	By: _____ Treasurer      Date
By: <u>Clayton</u> <u>6/25/24</u> Superintendent      Date	By: _____ Superintendent      Date