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SERVICE AGREEMENT PERSONNEL

This agreement for the provision of Personnel Services ("Agreement") is entered into by and between **META Solutions** ("Provider") and the Big Walnut Local Schools Board of Education ("District").

I. Purpose. The purpose of this Agreement is to establish the supply of personnel and support as outlined below.

II. Standards and Obligations

A. Provider agrees to provide for and employ personnel to support Big Walnut Local Schools (District).

B. Provider shall employ the following individuals (the "Employee" individually or "Employees" collectively) as personnel to be assigned to District:

- Jennifer Wilson

C. Employee shall be the District's Coordinator of Instruction and Innovation and shall be responsible for the following job duties including but not limited to:

1. Mentoring/coaching up to five (5) district level leaders by teaching personalization, Next Generation Learning Environments, engagements and student growth.
2. Employee shall establish a relationship monthly with teachers on a face-to-face basis, have a weekly chat, prepare a monthly blog of the recorded progress, and coach the teachers on an individual as needed basis.
3. Employee mutually consents to continue to perform trainings for Provider with Apple Professional Development and will receive \$300.00 as compensation for each training completed. The District and META shall mutually agree on said training days.
4. Employee shall develop a summative course design by May 15, 2016.

D. District agrees to the following:

1. District shall compensate Provider in any suit, employment or otherwise brought against either party by District requested personnel or stemming in anyway from the employment of District requested personnel; and
2. To pay costs associated with this agreement as spelled out herein; and
3. Assigned personnel will at all times be an employee of Provider subject to policy, management and requirements.
4. District shall purchase 75 Professional Development Support Service days from Provider during school year 2015-2016 at the total cost of \$29,350.00 and shall be invoiced quarterly at the beginning of said fiscal year.

III. Cost and Fees. In addition to the above costs, District will be liable to, and shall pay Provider 90% of the fees associated with the employment of Jennifer Wilson including, but not necessarily limited to: salary/wage in the amount of \$63,000.00; STRS/SERS

contributions in the amount of \$8,820.00, including pick up on the pick up in the amount of \$9,254.70; insurance benefits (if available) in the amount of \$14,720.88; Medicare contributions in the amount of \$913.50; associated Workers Compensation in the amount of \$472.50; and an administration fee of 4% in the amount of \$3,887.26, of all other fees combined. META will pay the remaining 10% of the costs associated with Jennifer Wilson's salary/wage in the amount of \$10,106.88.

IV. Term & Termination

- A. Term. This Agreement shall be effective and remain in full force from July 1, 2015 and end June 30, 2016. Should District choose to withdraw from this contract before the expiration, District shall pay all financial encumbrances so that Provider will be held financially harmless. Furthermore, should legal action ensue due to District actions with the specific personnel hired, District shall indemnify and hold harmless Provider for any legal costs incurred.
- B. Termination. This Agreement, or any effected portion hereof, shall automatically terminate in the event that an Employee referenced herein is, at Provider's sole discretion, terminated by, resigns from, or in any way is severed from employment with, Provider. It is understood and acknowledged that all employees covered hereunder are employees at will.

V. Other terms.

- A. In lieu of the Leadership Institute of Ohio's summer retreat, in the amount of \$10,000.00, the District and META will construct an alternative but financially equal benefit.

VI. General

- A. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.
- B. Assignments. This Agreement and the rights, duties, and/or responsibilities herein may not be assigned to another individual or entity without the written consent of the non-assigning party to this Agreement.
- C. Modification, Waiver, Discharge, etc. This Agreement may not be discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
- D. Captions. The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- E. Rights of Persons Not Parties. Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto, including Users as defined by this Agreement.

- F. 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.
- G. 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 writings with respect to such subject matter.
- H. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- I. Construction. This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio, without regard to conflict of laws provisions. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the terms “include” or “including” shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine, and neuter genders include one another.
- J. Compliance with Law. Each party agrees to comply with all governmental laws and regulations applicable to the use of the Services. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
- K. Fully Understand and Freely Enter. The undersigned hereby acknowledge that they have read and understand the foregoing, including the sections regarding warranties and limitations on liability. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties’ own choosing in the negotiation and execution of this Agreement.

In witness whereof, Provider and District have executed this agreement which shall become effective upon the execution.

Big Walnut Local Schools

Title: _____

Date

META Solutions

Title: Scott Armstrong, Treasurer

Date