

**SPECIAL MEETING
THE BOARD OF EDUCATION OF
YOUNGSTOWN CITY SCHOOL DISTRICT
YOUNGSTOWN, OHIO**

20 West Wood Street

May 29, 2012

The Youngstown Board of Education met in special session at the I.L. Ward Building on May 29, 2012. President Lock P. Beachum, Sr. called the meeting to order at 4:33 p.m. The meeting opened with the Pledge of Allegiance followed by a moment of silence. Roll call was taken with the following board members in attendance:

Members present: Murphy, Beachum, Haire-Ellis, Kimble

Members absent: Mahone, Atkinson, Hanni

Ms. Mahone entered the meeting at 4:35 p.m.

Board members discussed the agenda.

**The Public Schools
Youngstown, Ohio
Office of the Superintendent**

RESOLUTION NO. 114-12

**AGREEMENT BETWEEN
MAHONING COUNTY EDUCATIONAL SERVICE CENTER
AND
THE YOUNGSTOWN CITY SCHOOL DISTRICT**

WHEREAS, Youngstown City School District (hereinafter called "YCSD") and the Mahoning County Educational Service Center (hereinafter called MCEC) have a vested interest in providing services to Youngstown City School District; and

WHEREAS, the Board of Education of the Youngstown City School District is committed to the improvement of the District through a variety of purchased services; and

WHEREAS, the Board of Education wishes to utilize the MCEC's capability of providing Assistant Treasurer, support team services, expertise, licenses, and permits for 42 days from June 1, 2012 and end on July 31, 2012.

NOW, THEREFORE, BE IT RESOLVED, that the amount to cover all costs of entering into this agreement with MCEC for providing Assistant Treasurer and support team services to the Youngstown City School District for a maximum of 42 days and not to exceed \$18,900.00.

Fund 001	\$18,900.00
----------	-------------

Mr. Beachum moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Mahone, Murphy, Beachum, Haire-Ellis, Kimble

Nays: None

Motion carried.

5/29/12

**MAHONING COUNTY EDUCATIONAL SERVICE CENTER
SERVICES AGREEMENT**

This AGREEMENT (“Agreement”) is made by the Governing Board of the Mahoning County Educational Service Center (“Board”) and Youngstown City School District;

WHEREAS, the Board has expertise in providing services sought by the School,
And

WHEREAS, the School wishes to utilize the Board’s services and abilities during the term of this Agreement and the Board is qualified to provide such services and willing to offer such services upon the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. **ENGAGEMENT AND DUTIES**

During the term of this Agreement, the School hereby engages the Board to perform services required by the School.

The Board hereby represents and warrants to the School that it has the necessary expertise, licenses, permits and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.

The Board’s duties shall be as follows:

2. **TERM**

This Agreement shall begin on June 1, 2012, and end July 31, 2012. This Agreement shall not renew unless agreed to in writing by the Board and the School.

3. **COMPENSATION**

For all services rendered by the Board under this Agreement, the Board shall be paid for the following:

1. Fiscal Consultation – These services will include but not be limited to day to day operational duties including assisting in the processing of purchase orders and assisting staff with day to day procedures. Also included will be analysis regarding EMIS procedures, grant(s) management, and the five year forecast at a rate not to exceed \$450.00 per day.

Upon mutual approval of the terms of the agreement by both parties a fiscal management team will be assembled to provide said services. That team will provide Board designee

weekly progress and be available to present analysis to members of the Board's administration and at Board meetings at the designee's request.

The period of performance for these services will commence on June 1st, 2012 and end at midnight on July 31st, 2012. Total compensation payable to the Board for satisfactory performance of the work outlined within the scope of this agreement shall be in accordance with the following terms:

1. Fiscal Consultation – Maximum of 42 days at the daily rate of \$450.00 not to exceed four hours per day.

Total Base Contract Shall Not Exceed \$18,900.00

School will pay the Board upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to School designee on a monthly basis.

4. INDEMNIFICATION

The School will defend, indemnify and hold the Board, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the School in connection with the provision of services under this Agreement, including but not limited to such claims, liabilities, actions, suits, damages and/or losses resulting from actions taken by and care given by Board in providing the services under this Agreement, as well as any losses, costs and attorneys fees incurred in responding to any such claims arising from or connected with the provision of services under this Agreement.

5. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the School:

Name
Street Address
City, State Zip

If to the Board:

Mahoning County Educational Service Center
100 DeBartolo Place, Suite 220
Youngstown, Ohio 44512

6. TERMINATION

This Agreement may be terminated without cause by either party on written notice of said intent, delivered by certified or registered mail upon the other party at least 30 days prior to the end of the contract terms. In the event that either party defaults in any material term or condition of this Agreement and such default shall continue for a period of 30 days after the giving of written notice thereof by the other party to the defaulting party, specifying the default, and in the further event the defaulting party does not substantially cure such default within such thirty day period, then, the party giving notice of the default shall have the right to immediately terminate this Agreement. Additionally, either party may terminate this Agreement immediately and without penalty if otherwise required by law.

7. NONDISCRIMINATION

School covenants that it will not discriminate against any individual on the basis of race, color, religion, sex, military status, national origin, disability, age, or any other reason prohibited by law.

8. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Mahoning County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

10. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.

11. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if either party is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement shall be amended pursuant to such mandate without the written consent of either party.

EXECUTIVE SESSION

At 4:50 p.m. Mr. Murphy moved, seconded by Ms. Haire-Ellis that board members adjourn to executive session for the purpose of discussing the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of an employee or the investigation of charges or complaints against an employee, official, licensee or student, unless the employee, official, licensee or student requests a public hearing. On roll call vote the results were as follows:

Ayes: Mahone, Murphy, Beachum, Haire-Ellis, Kimble

Nays: None

ADJOURNMENT

Board members came out of executive session at 6:00 p.m., and there being no further business requiring board action at this time, Ms. Mahone moved that the meeting adjourn. Mr. Murphy seconded the motion, and upon voice vote all board members voted yes. Mr. Beachum announced the meeting adjourned at 6:00 p.m.

President

Treasurer