

**MID-OHIO EDUCATIONAL SERVICE CENTER
GOVERNING BOARD**

BOARD CERTIFIED BEHAVIOR ANALYST DEVELOPMENT PROGRAM

This Board Certified Behavior Analyst Development Program Agreement (“Agreement”) is made and entered into this **21st** day of **August, 2024** by and between the Mid-Ohio Educational Service Center (“MOESC”) Governing Board (“Board”) and **Todd Fox** (“MOESC EMPLOYEE” or “EMPLOYEE”) (collectively, the “Parties”), in accordance with a Resolution adopted by the Board on **July 17, 2024**.

WHEREAS, the EMPLOYEE is enrolled in a Board Certified Behavior Analyst Graduate Program (“Board Certified Behavior Analyst Program”) as a first-year graduate student; and

WHEREAS, the EMPLOYEE has been accepted into MOESC’s Board Certified Behavior Analyst Development Program (“BCBA Program”), which is governed by Board Policy 2250.03; and

WHEREAS, as a condition of the EMPLOYEE’s acceptance into the BCBA Program, the EMPLOYEE must enter a binding Program Agreement with the Board governing the terms and conditions of EMPLOYEE’s participation in the BCBA Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Term of Agreement

This Agreement shall be effective as of the date set forth above and shall continue in full force and effect until **June 30 (after graduation date), plus 5 years**, as applicable unless terminated at an earlier date as provided herein.

2. Term of Employment as EMPLOYEE

The Board hereby employs the EMPLOYEE, and the EMPLOYEE hereby accepts employment under this BCBA Program Development Agreement, for a term commencing on July 1, Year grad program begins, and ending on June 30, year grad program ends unless terminated at an earlier date as provided herein. EMPLOYEE understands and agrees that his/her employment is contingent upon a satisfactory criminal record check as required by law. EMPLOYEE is employed only on a conditional basis until such a satisfactory report has been received by the Board.

3. Academic Certification

During EMPLOYEE’s participation in the BCBA Development Program, EMPLOYEE shall maintain, and furnish to the Board evidence of his/her maintaining, good academic

standing in the graduate program as described by the Institute of Higher Education's policies, rules, and/or regulations. This Agreement shall terminate automatically, and without further notice or process, upon the failure of the EMPLOYEE to maintain such academic standing.

4. Duties and Licensure

The EMPLOYEE shall perform all duties assigned by the Board or its designee. The EMPLOYEE shall perform all duties specified in the job description for the EMPLOYEE as adopted by the Board, or as it may be amended from time to time during the term of this Agreement. Such job description, as amended, is hereby incorporated into this Agreement by reference as if fully restated herein. EMPLOYEE shall abide by all policies, rules, regulations, and Codes of Conduct adopted by the Board for the governance of its EMPLOYEES. EMPLOYEE further shall abide by all terms and conditions of the BCBA Program. EMPLOYEE agrees to obtain and maintain all necessary licenses or permits required by law for his/her position. The Board may grant EMPLOYEE a leave of absence to attend Board Certified Behavior Analyst Development Program for related course work.

5. Days to be Worked

EMPLOYEE will work on an as needed basis each year. The number of workdays may be modified by the Board Superintendent or other Board designee, and any such modification shall be in writing and signed by the Parties. EMPLOYEE's work schedule must be approved by the Board Superintendent or other Board designee.

6. BCBA Program Participation Terms

A. During an EMPLOYEE's participation in the BCBA Program, the Governing Board shall provide educational assistance to the EMPLOYEE in the form of tuition reimbursement ("tuition investment") as follows:

- a. The Governing Board shall reimburse the cost of tuition, for the EMPLOYEE, for semester hours (Fall, Spring, and Summer semesters; up to the total requisite number of hours to complete the program).
- b. The Governing Board shall not pay the EMPLOYEE a graduate stipend.
- c. EMPLOYEE is responsible for all fees (including room and board, if applicable), travel expenses, and applicable taxes.

B. Successful Completion Required. The Board shall not reimburse the EMPLOYEE for tuition for any course which the EMPLOYEE fails to successfully complete or fails to complete within the time limitation set forth in Section 6(C) below. EMPLOYEE shall submit an itemized MOESC Tuition Reimbursement Form

along with written proof of successful completion in the form of an official transcript within thirty (30) days after the end of each semester in order to receive reimbursement.

- C. Completion Deadline. EMPLOYEE must successfully complete the Board Certified Behavior Analyst Program no later than **June 30, 2025** (the “Completion Deadline”). This Completion Deadline may be modified by the Board Superintendent in his/her sole discretion based upon extenuating circumstances demonstrated by the EMPLOYEE. Any such modification shall be in writing and signed by the Parties.
- D. Work Commitment. Upon graduation from the Board Certified Behavior Analyst Program by the Completion Deadline, EMPLOYEE agrees that he/she will accept an offer of employment with the Board as a Board Certified Behavior Analyst (“BCBA”) for a fixed term of **five (5) years** (“BCBA Commitment”). The BCBA Commitment shall be evidenced by a separate written employment contract between the Board and EMPLOYEE.
- E. Tuition Reimbursement Repayment. EMPLOYEE shall reimburse the Board its tuition investment upon the occurrence of any of the following events in the following amounts:

- (1) If EMPLOYEE leaves the Board Certified Behavior Analyst Program or fails to graduate by the Completion Deadline, EMPLOYEE shall reimburse the Board one hundred percent (100%) of its tuition investment within 30 days of the date the EMPLOYEE is withdrawn or leaves the program or has not completed the Board Certified Behavior Analyst Program.
- (2) If EMPLOYEE does not accept the offer of employment as a BCBA for the Governing Board upon graduating from the Board Certified Behavior Analyst Program (i.e., does not fulfill the BCBA Commitment), the Practitioner shall reimburse the Governing Board one hundred percent (100%) of the Governing Board’s tuition investment within 30 days of the refusing the offer of employment.
- (3) If the EMPLOYEE fulfills the BCBA Commitment and accepts the offer of employment as a BCBA for the Governing Board for a fixed term of employment, but does not complete his/her full term, the EMPLOYEE shall reimburse the Board its tuition investment as follows below within 30 days of submitting EMPLOYEE resignation or refusing employment:

In Year 1	Ninety percent (90%) of tuition investment
In Year 2	Seventy percent (70%) of tuition investment
In Year 3	Fifty percent (50%) of tuition investment
In Year 4	Thirty percent (30%) of tuition investment
In Year 5	Ten percent (10%) of tuition investment

- F. Repayment. EMPLOYEE agrees to reimburse the Board its tuition investment within thirty (30) days if he/she should leave before the end of the full employment term. EMPLOYEE agrees to have deductions taken from his/her Board paycheck, without limits, if repayment is not received within thirty (30) days. If such paycheck deduction does not fully reimburse the Board for its tuition investment, or if no such paycheck deduction is possible, EMPLOYEE agrees to reimburse the Board pursuant to a written repayment plan with the Board (“Repayment Plan”). The Repayment Plan shall include an 8% interest rate provision, as well as a provision stating that if the Board incurs any fees or costs in recouping its tuition investment from EMPLOYEE, EMPLOYEE shall be responsible for such fees and costs, including the Board’s reasonable attorneys’ fees.
- G. EMPLOYEE’s obligations under this Section shall survive any termination of this Agreement.

7. Termination

- A. This Agreement may be terminated:
 - 1. By mutual agreement of the Parties;
 - 2. Upon EMPLOYEE’s failure to abide by the policies, rules, regulations, and/or Codes of Conduct adopted by the Board for the governance of its EMPLOYEES or for the governance of the BCBA Program;
 - 3. Upon EMPLOYEE’s breach of any term of this Agreement; or
 - 4. In accordance with Board policy and/or Ohio law.
- B. Upon any termination of this Agreement as set forth in Section 7(A), the repayment obligations set forth in Section 6(G) and (F) shall still apply except as set forth herein. The Board’s Superintendent may release the EMPLOYEE from the BCBA Program if a post-Board Certified Behavior Analyst Program-graduation assignment cannot be obtained for the EMPLOYEE. If the EMPLOYEE is released by the Superintendent pursuant to this provision, EMPLOYEE shall not be obligated to reimburse the Board its tuition investment under Section 6(F) above

9. STRS/SERS Obligation

The EMPLOYEE agrees that he/she has been notified of, and accepts as a condition of employment, his/her duties and obligations under R.C. Chapter 3307 pertaining to the State Teachers Retirement System.

10. Complete Agreement

This document sets forth the complete agreement between the Parties and shall not be varied or amended except in a writing signed by both Parties, and pursuant to a properly adopted resolution of the Board.

11. Savings Clause

If any portion of this Agreement is deemed illegal due to conflict with State or Federal law, the remainder of the Agreement shall remain in full force and effect. Further, this Agreement does not constitute any obligation, either written or implied, for reemployment beyond the term set forth herein.

12. 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.

Todd Fox

Date

**MID-OHIO EDUCATIONAL
SERVICE CENTER
GOVERNING BOARD**

Board President

Date

Superintendent

Date

Board Treasurer

Date