



MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

KZEM LLC. High Tech Workforce Solutions Purchased Services Agreement 2026-2027

This AGREEMENT ("Agreement") is made by and between the Mid-Ohio Educational Service Center Governing Board ("Mid-Ohio ESC") and KZEM LLC. High Tech Workforce Solutions ("Provider").

WHEREAS, Provider will provide instructional services for the MOESC TurboCert program; and

WHEREAS, the Mid-Ohio ESC wishes to utilize Provider's services during the term of this Agreement; and

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

1. SCOPE OF SERVICES.

During the term of this Agreement, Mid-Ohio ESC hereby engages Provider to provide instructional and related support services necessary for the operation of the Mid-Ohio ESC TurboCert Program for the 2026-2027 school year, and Provider agrees to perform such services in accordance with the terms and conditions of this Agreement.

Provider represents and warrants that it possesses, and shall maintain throughout the term of this Agreement, all qualifications, experience, approvals, authorizations, licenses, certifications, permits, and personnel necessary to properly perform the services contemplated herein. Provider further warrants that all services shall be performed in accordance with applicable federal and state laws, accreditation requirements, and industry standards.

Provider shall furnish all necessary instructional services, personnel, curriculum support, instructional materials, and program-related resources required for the implementation of the respective TurboCert Program, including but not limited to qualified instructors, textbooks, consumable supplies, instructional equipment, examinations, clinical placements, background checks, drug screens, and other required student materials or services necessary for student participation and credential attainment, unless otherwise expressly stated in this Agreement.

Exhibit A – Program Scope and Deliverables (see attached document)

Provider further agrees to:

- a. Ensure that all instructors and personnel assigned to provide services under this Agreement possess and maintain all licenses, certifications, credentials, and qualifications required by applicable law, program standards, and accrediting agencies.
- b. Comply with all applicable federal, state, and local laws, regulations, and policies governing the provision of educational services, student safety, nondiscrimination, and confidentiality of student records.
- c. Coordinate with Mid-Ohio ESC regarding program scheduling, enrollment capacity, student participation requirements, attendance reporting, and program completion data.
- d. Maintain appropriate supervision and oversight of all Provider personnel delivering services under this Agreement;
- e. Comply with all applicable federal and state nondiscrimination and accessibility laws, including the Americans with Disabilities Act (“ADA”), Section 504 of the Rehabilitation Act, and the Individuals with Disabilities Education Act (“IDEA”), as applicable. Provider shall be responsible for implementing any reasonable accommodations, modifications, and supports required for participating students in connection with the instructional services provided under this Agreement and shall cooperate with the student’s district of residence regarding student needs.
- f. Promptly notify Mid-Ohio ESC of any circumstance that may materially affect Provider’s ability to deliver services in accordance with this Agreement, including but not limited to instructor shortages, accreditation concerns, program changes, or compliance issues.

Provider acknowledges and agrees that Mid-Ohio ESC retains overall authority regarding use of Mid-Ohio ESC facilities, in accordance with the Facilities Rental Agreement.

2. TERM.

The Mid-Ohio ESC shall adopt a resolution ratifying this Agreement. This Agreement shall begin on August 1, 2026 and end July 31, 2027. This Agreement shall not renew unless agreed to in writing by Provider and the Mid-Ohio ESC.

3. COMPENSATION.

OptIC Fiber Splicer Training Program in collaboration with the Fiber Broadband

Association (FBA).

- a. Certified OpTIC Instructor Cost to \$4,625
- b. Curriculum/materials section to \$3,600 covering 8 students.
- c. Up to four (4) additional students at \$975 per student (maximum enrollment of 12)
- d. Total due upon agreement: \$8,225

Invoicing: 50% (\$4,112.50) due upon execution of the agreement (including instructor costs and initial curriculum/materials). Remaining 50% plus any additional student costs due after the first day of class when final rosters are established.

Mid-Ohio ESC shall remit payment within thirty (30) days following receipt of a properly submitted invoice.

The parties acknowledge that enrollment fluctuations, student withdrawals, program modifications, or changes in associated instructional or material costs may require reconciliation of amounts previously invoiced. Any necessary adjustments, credits, additional charges, or refunds shall be reconciled by the parties within thirty (30) days following the conclusion of each academic semester.

4. INDEPENDENT CONTRACTOR RELATIONSHIP.

- a. The Mid-Ohio ESC and the Provider acknowledge that the Provider is acting as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee or principal and agent between the Mid-Ohio ESC and the Provider. The Mid-Ohio ESC is relying on the Provider's own training and expertise to provide the services in a competent, efficient, professional and satisfactory manner. Neither Party shall have authority to create, alter, or amend any agreement or representations on behalf of the other Party or to incur liabilities on behalf of the other Party.
- b. The Provider shall assume sole responsibility for the payment or withholding of all federal, state or local income taxes, Social Security taxes, and unemployment taxes or liabilities arising from the Provider's compensation pursuant to this Agreement and shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors under this Agreement. Moreover, the Provider solely assumes responsibility for compliance with the Fair Labor Standards Act, including, but not limited to, minimum wage and overtime requirements. Further, the Provider shall indemnify and hold the Mid-Ohio ESC harmless from any claims covered by this Paragraph pursuant to Paragraph 11 of this Agreement.

5. ADHERENCE TO APPLICABLE POLICIES AND LAWS.

The Provider agrees that it shall adhere to all applicable Mid-Ohio ESC policies, guidelines, and standards, as well as all applicable state, local, and federal laws, including,

but not limited to the Family Education Rights and Privacy Act (“FERPA”), any applicable sexual offender/predator laws and all applicable background check requirements, in providing the services under this Agreement. The Provider further agrees that its staff will adhere to all applicable Mid-Ohio ESC policies and regulations regarding proper behavior on Mid-Ohio ESC or Mid-Ohio ESC client school district premises and treatment of Mid-Ohio ESC or Mid-Ohio ESC client school district property. The Provider further agrees to pay all costs for any damage to any Mid-Ohio ESC or Mid-Ohio ESC client school district property caused by the Provider’s staff.

6. NONDISCRIMINATION.

Provider covenants that it will not discriminate against any individual on the basis of race, color, religion, sex, military status, national origin, disability, age, genetic information or any other reason prohibited by law. Provider further covenants that its facilities and services are wholly accessible to individuals with disabilities.

7. CRIMINAL RECORDS CHECKS ON EMPLOYEES.

Provider shall ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied. A copy of all such background/criminal records checks shall be maintained by Provider for inspection, upon request, by the Mid-Ohio ESC. Provider shall be responsible for obtaining required consent to permit inspection of background checks.

8. DUTY TO REPORT CHILD ABUSE.

Provider shall ensure that any employee, agent or representative who provides services under this Agreement complies with all applicable laws regarding reporting of known or suspected child abuse in accordance with R.C. §2151.421.

9. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS.

- a. The Mid-Ohio ESC and Provider acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party (collectively “Confidential Information”). Both the Mid-Ohio ESC and Provider agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.

- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; or (b) rightfully received from a third party without any obligation of confidentiality; or (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; or (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.
- c. Student education records will only be released to Provider in accordance with applicable laws, including but not limited to the Family Education Rights and Privacy Act (“FERPA”), codified at 20 U.S.C. §1232g and 34 CFR Part 99, and Mid-Ohio ESC policy and guidelines. Additionally, Provider will adhere to FERPA requirements and all other applicable laws regarding the use, maintenance and/or disclosure of such education records. Provider, including its officers, agents, and employees, shall not use or disclose student records in any manner prohibited by FERPA or any other applicable federal or state law, or contrary to the purposes of this Agreement. The duty to maintain the confidentiality of student personally identifying information shall survive the termination of this Agreement. Provider shall immediately report to the Mid-Ohio ESC any unauthorized use or disclosure of student records or information by the Provider or its officers, agents or employees, of which the Provider becomes aware.

10. INDEMNIFICATION.

Each party shall be responsible for the acts and omissions of its own officers, employees, agents, and representatives in connection with the performance of this Agreement and shall be liable for any claims, damages, losses, or expenses to the extent caused by the negligent or wrongful acts or omissions of its own officers, employees, agents, or representatives acting within the scope of their employment or authority. Nothing in this Agreement shall be construed as requiring either party to indemnify, defend, or hold harmless the other party, nor shall anything herein be construed as a waiver of any defense, immunity, or limitation of liability available to either party under applicable law, including but not limited to Chapter 2744 of the Ohio Revised Code.

11. 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 Mid-Ohio ESC:
Mid-Ohio Educational Service
Center
c/o Superintendent
890 West Fourth Street
Mansfield, OH 44906

If to the Client:
KZEM LLC. High Tech Workforce Solutions
Joseph S. Kacsandi
230 N. State St.
Westerville, Ohio 43081
kacsandj@kzem.net
614-392-0252

12. TERMINATION.

Either party may terminate this Agreement without cause upon not less than ninety (90) calendar days' prior written notice to the other party, delivered by certified mail, registered mail, or recognized overnight delivery service to the addresses set forth in this Agreement.

Notwithstanding the foregoing, the parties agree to cooperate in good faith to minimize disruption to participating students and, to the extent reasonably practicable, permit students who are actively enrolled in a TurboCert program at the time notice of termination is provided to complete the certification pathway.

Mid-Ohio ESC may terminate this Agreement immediately, upon written notice to Provider, if (a) Provider loses required licensure, accreditation, certification, or authority necessary to provide the services contemplated herein; (b) Provider engages in fraud, illegal conduct, or conduct inconsistent with the educational standards of Mid-Ohio ESC; (c) continuation of services would, in Mid-Ohio ESC's reasonable judgment, pose a risk to student safety, welfare, or compliance obligations.

In the event of termination, the parties shall cooperate to facilitate an orderly transition of services, transfer of appropriate student records consistent with applicable law, and completion of any outstanding financial reconciliation obligations.

13. GOVERNING LAW.

The laws of the State of Ohio shall govern the validity, performance, and enforcement of this Agreement.

14. 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.

15. ASSIGNMENT.

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

16. AMENDMENT.

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties. However, if MOESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education and Workforce guidelines or other federal, state, or local health or safety laws, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the District and MOESC.

17. BREACH.

If either party breaches a provision of this Agreement, the non-breaching party shall provide the breaching party with written notice of said breach. If the breach is remedied within fifteen (15) days of receipt of the breach notice, said notice shall be void. If the breach is not remedied within fifteen (15) days of receipt of the breach notice, the non-breaching party shall have the right to terminate this Agreement upon expiration of said remedy period. Neither party shall be responsible to the other for any losses or failure to perform its respective obligations under this Agreement when such loss or failure is caused by conditions beyond the party's control, such as fire, explosion, water, act of God, civil disorder or disturbance, labor dispute, vandalism, war, riot, sabotage, weather or energy related closing, governmental regulations, or other similar causes. If this Agreement is terminated pursuant to this provision, the District shall pay all outstanding compensation owed to MOESC for the Services provided through the effective date of the termination.

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

18. LIABILITY.

Each party shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a lawsuit is brought against the Provider and/or MOESC as a result of the Provider's provision of services under this Agreement, the Provider and Mid-Ohio ESC shall each be responsible for its own attorney fees and costs associated with such litigation.

19. COUNTERPARTS.

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

20. BINDING EFFECT.

This Agreement shall not be binding until approved by an authorized representative of the Provider and adopted by the Mid-Ohio ESC Governing Board in public session and executed by the parties.

IN WITNESS THEREOF, the parties hereto have set their hands.

KZEM LLC. High Tech Workforce Solutions

By _____
Authorized Representative Date

MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

By _____
President Date

And by _____
Superintendent Date

And by _____
Treasurer Date

* This Agreement has no legal effect absent Governing Board action.

Attachments: Board Resolution No. _____

Office Use Only Tracking

____Executive AA ____HR ____ Director ____Fiscal ____Treasurer

Exhibit A



KZEM LLC *High Tech Workforce Solutions*

Joseph S. Kacsandi

230 N. State St. Westerville, Ohio 43081

(614)-392-0252 kacsandj@kzem.net

Certified OptIC Fiber Splicer Training

KZEM LLC. will provide instruction, curriculum coordination, equipment and all supplies for an OptIC Fiber Splicer training program in partnership with the Mid-Ohio Educational Service Center (MOESC) and the Fiber Broadband Association (FBA).

The program will utilize industry-recognized curriculum from the Fiber Broadband Association (OptIC Path™). Instruction includes hands-on lab experiences and guided coursework aligned to current industry standards and credentialing requirements.

Deliverables: KZEM and MOESC will provide the following to students in the TurboCert program:

- Curriculum and Instruction for Certified OptIC Fiber Splicer through the FBA (Fall Semester)
 - 100 hours of Independent and In-person instruction with labs: Fridays, 8:00 a.m.– 4 p.m.
 - 15 online independent learning modules and assessments correlating In-class labs consisting of physical demonstrations and hands-on activities of required skill sets.
 - Study Guide with lab activities skill set sign-off documents.
 - Tool Kit (Courtesy of Jonard Tools)
 - 1-year FBA membership for each student who completes the certification.
- Location: Morrow County/Tomorrow Center (Cardington, Ohio)
- Enrollment 8 total students not to exceed 12

Cost:

- Curriculum and all course Materials/Consumables/Testing: **\$3600** (8 Students)
 - Approximate dates: Fridays in August 2026 – December 2026 per the MOESC Turbo Cert Program calendar
 - Approximate class session times: 8 a.m. – 4:00 p. m. TBD.
 - Up to 4 additional students may be added at \$975/Student (up to a total of 12 students per FBA)
- Certified OptIC Instructor Cost: **\$4625**

Total due upon agreement: \$8225

An invoice for 50% of all curriculum, instructional materials, supplies, will be issued by KZEM LLC. upon signed agreement. This invoice will include all Instructor costs payable per meeting 7/9/26. The remaining 50% of materials and any remaining costs incurred by adding additional students will be due after the first day of classes when final rosters have been determined.