



# **GOAL DIGITAL ACADEMY & MID-OHIO EDUCATIONAL SERVICE CENTER**

## **R.C. 3313.17 Service Agreement 2021-2022**

This AGREEMENT (“Agreement”) is made by Mid-Ohio ESC (“Client”) and the GOAL Digital Academy Governing Board (“GOAL”).

WHEREAS, GOAL is authorized to enter into agreements to provide services to the Client pursuant to R.C. 3313.17, payment of which shall be specified in this Agreement;

WHEREAS, the Client wishes to utilize GOAL’s services during the term of this Agreement;

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

### **1. SERVICES**

- a. During the term of this Agreement, the Client hereby engages the GOAL to perform services required by the Client pursuant to R.C. 3313.17.
- b. The GOAL hereby represents and warrants to the Client 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.
- c. The GOAL’s duties shall be as follows:
  - 1) To provide English Language Learner (ELL) services on an hourly as-needed basis.

### **2. TERM**

The GOAL shall adopt a resolution ratifying this Agreement. This Agreement shall begin on **July 1, 2021** and shall terminate on **June 30, 2022**.

### **3. COMPENSATION**

- a. Client will be billed at a rate of \$42.00 per hour.
- b. The Client agrees to pay all expenses for personnel employed by the GOAL and assigned to work for Client, including, limited to, salary, health insurance, retirement, Medicare and worker’s compensation.
- c. Client agrees to be invoiced for these services.

#### **4. LICENSURE/CERTIFICATION**

The GOAL will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the GOAL for inspection, upon request, by the Client.

#### **5. CRIMINAL RECORDS CHECKS ON EMPLOYEES**

The GOAL will 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.

#### **6. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS**

- a. The Client and GOAL acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the Client and GOAL 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; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

#### **7. 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 GOAL:

GOAL Digital Academy  
c/o Tish Jenkins, Superintendent  
890 W. 4<sup>th</sup> Street  
Mansfield, OH 44906

If to the Client:

Mid-Ohio ESC  
c/o Kevin Kimmel, Superintendent  
890 W. 4<sup>th</sup> Street  
Mansfield, OH 44906

#### **8. GOVERNING LAW**

The laws of the State of Ohio shall govern this Agreement with venue in Richland 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. FORCE MAJEURE**

Neither the Client nor GOAL shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

## **10. 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.

## **11. BENEFIT AND ASSIGNMENT**

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

## **12. 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 the GOAL 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 can be amended pursuant to such mandate through mutual consent of the Client and GOAL.

## **13. WAIVER OF BREACH**

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.

## **14. INSURANCE/RESPONSIBILITY**

- a. 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 Client and/or GOAL as a result of GOAL's provision of services under this Agreement, the Client and GOAL shall each be responsible for its own attorney fees and costs associated with such litigation.
- b. Any and all persons employed to perform work by GOAL, including but not limited to the supervisors, program staff, and/or other staff hired by GOAL and assigned work for the Client are employed solely by and are the employees of GOAL only and, when working in this capacity, are not employed by or employees of the Client. Moreover, work performed by any employee of GOAL is not considered to be performed on behalf of the Client for the purpose of determining eligibility for coverage under the Client's group health plan. As the employer, GOAL is responsible for offering GOAL employees coverage under a group health plan that is affordable and provides minimum value, if required under the Patient Protection and Affordable Care Act.

**15. COUNTERPARTS**

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

**16. BINDING EFFECT**

This Agreement shall not be binding until adopted by the Client and GOAL in public session and executed by the parties.

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

**MID-OHIO ESC**

By \_\_\_\_\_  
(I affirm that I have authority to bind  
**Mid-Ohio ESC** to the terms of this Agreement)

\_\_\_\_\_ Date

**GOAL DIGITAL ACADEMY GOVERNING BOARD**

By \_\_\_\_\_  
President (In his/her official capacity only)

\_\_\_\_\_  
Date

And by \_\_\_\_\_  
Superintendent (In his/her official capacity only)

\_\_\_\_\_  
Date

And by \_\_\_\_\_  
Treasurer (In his/her official capacity only)

\_\_\_\_\_  
Date

\* This Agreement has no legal effect absent Governing Board action: Board Resolution No. \_\_\_\_\_