



BOE Approved
8-18-21

Partnership Agreement

This agreement shall be effective March 25, by and between the Crisis Prevention Institute, Inc., a Wisconsin corporation ("CPI"); MOESC ("Partners") with regard to personnel and resources in the training of staff in CPI training programs.

CPI recognizes the mutual benefit of co-operation in the delivery of employment-related training. As a result, the parties to this agreement agree to participate in establishing a Certified Instructor Partnership.

Partners' facilities shall have access to a shared Certified Instructor(s) employed by one or more of the Partners' facilities. The purpose of this agreement is to ensure that all Partners receive consistent ongoing training in a timely and effective manner.

By exercising any rights provided herein, Partners accept and agree to be bound by the terms of this agreement. CPI grants the Partners the rights contained herein, in consideration of the Partners' acceptance of such terms and conditions.

1. Partners' Rights and Duties

- 1.1. Annual Meetings: Partners shall meet at least once annually to identify a training schedule for the Partners' staff.
- 1.2. Training Resources: Partners agree that training resources and expertise shall be shared to the benefit of all Partners. Partners agree that there shall be no fees charged beyond those necessary to recover costs incurred for the training provided under this agreement and that no training will be offered to any organization not a party to this agreement.
- 1.3. Material Resources: Partners agree to share equitably in facility rental, equipment and material expenses related to Partners training under this agreement and accordingly CPI recognizes that such sharing may require compensation to be paid between Partners. Should such payments be necessary partners shall provide CPI with the amount and purpose of the compensation!
- 1.4. Practice and Policy: Partners agree to support the work of Certified Instructor(s) operating within the Partners' organizations and to support on-going refreshers and the "Training Process" as outlined in the training program Instructor Manual. Partners' policies and procedures shall demonstrate a commitment to the philosophy and content of the training program. Copies of all Partners' policies and procedures shall be made available to the Certified Instructors so that they may effectively conduct training.
- 1.5. Liability: Partners agree that employees attending a training program shall be considered to be acting within the scope of their employment and as such any liability for workplace injury during training rests solely with the employer of the injured individual.
- 1.6. Support: Partners agree to support Certified Instructors in their role of providing follow-up and monitoring as a requirement of the training of the training program.

- 1.7. Ongoing Needs: Partners shall ensure that Certified Instructors are available to Partners for advice regarding on-going training needs.

2. Partners' Certified Instructor Rights and Duties

- 2.1. Expansion of Base of Employment: Certified Instructors are authorized by this agreement to provide training outside of their employing agency/organization to the approved partnering agency/organization during the effective term of this agreement.
- 2.2. Training Records: Certified Instructors shall record for all Partners staff participants' attendance and course completion information.
- 2.3. Responsibilities: Nothing in this agreement shall in any way alter the requirements of the Certified Instructors as outlined in the training program Instructor Manual.

3. Term and Termination

- 3.1. Term: This agreement shall remain in effect for two (2) years from the date written in the introduction. This term may be extended by mutual agreement of the Partners and the approval of such extension by CPI. CPI's approval will be dependent upon the Partners providing such information as a copy of the Partners' Policies and Procedures, as well as, supporting documentation with regard to the success of the training program under this agreement.
- 3.2. CPI Termination: CPI may terminate this agreement at any time by giving thirty (30) days written notice to the Partners. Such notice shall be considered to be given as of the date of mailing to the addresses listed on the Partnership Application.
- 3.3. Partners Termination: Partners may terminate this agreement at any time by giving sixty (60) days written notice to the Partners and to CPI. Such notice shall be considered to be given as of the date of mailing to the addresses listed on the Partnership Application. In the event that a training program is already scheduled on the Partners training schedule for a date that is greater than sixty (60) days from the date of notice, then the termination shall be effective at the conclusion of such training.
- 3.4. Automatic Cancellation: This agreement will cancel automatically if the signed Agreement has not been returned to CPI within 30 days from the date of receipt of the agreement by the primary contact.

4. Fees and Payment:

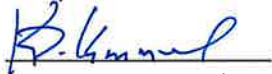
- 4.1. Fee: In consideration for the grant of the Partnership Agreement * agrees to pay CPI a Partnership Agreement and Processing Fee (the "Fee") in the sum of \$1,000.00.
- 4.2. Payment: Upon the return of this agreement CPI shall invoice NA the Fee. Payment of the Fee shall be made within thirty (30) days of receipt of the invoice by NA. In the event any overdue amount owed by NA is not paid following (10) days written notice from CPI, then in addition to any other amount due, CPI may impose and NA will pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

5. General

** waived per email
dated 3.25.21.*

- 5.1. Limitations: Partners agree that they may only participate in the training program with the organizations who are a party to this agreement. Partners agree that they shall not aid any other agency outside of this agreement in the use of training program materials or in the training of the training program.
- 5.2. Headings: Section headings are not to be considered a part of this agreement and are not intended to be a full and accurate description of the contents hereof.
- 5.3. Assignment: Partners shall not assign any of their rights under this agreement, or delegate the performance of any of their duties hereunder, without the prior written consent of CPI.
- 5.4. Modification or Amendment: No amendment, change or modification of this agreement shall be valid unless in writing signed by the parties hereto.
- 5.5. Unenforceability of Provisions: If any provision of this agreement, or any portion thereof, is held to be invalid and unenforceable, then the entire agreement shall be invalid and unenforceable.

The parties hereto have signed this agreement on the date written in the introduction.



Kevin D. Kimmel 3/25/2021

By: Mrd-chio CSC Supt.
as:

By:
as:

Crisis Prevention Institute, Inc.

By: Nathan E. Cromer
as: General Counsel

**Mid-Ohio ESC
CPI Supported Districts**

District	Type
Crestline Exempted Village	Client
Crestview Local Schools	Client
Galion City Schools	Client
Highland Local Schools	Client
Lexington Local Schools	Client
Lucas Local Schools	Client
Madison Local Schools	Client
Mansfield City Schools	Client
Northmor Local Schools	Client
Plymouth-Shiloh Schools	Client
Mansfield Christian School	Member
Mansfield Foundation Academy (K-8)	Member
Mansfield St. Peter School	Member
Ashland City	Non-Client
Ashland County West Holmes Career Center	Non-Client
Cardington-Lincoln Local	Non-Client
Celeryville Christian School	Non-Client
Clear Fork Valley Local Schools	Non-Client
Colonel Crawford Local Schools	Non-Client
Crestline St. Joseph (K-8)	Non-Client
EHOVE Center	Non-Client
Fredericktown Local Schools	Non-Client
Galion St. Joseph (PK-8)	Non-Client
Hillsdale Local Schools	Non-Client
Interactive Media and Construction	Non-Client
Loudenville-Perrysville Exempted Village Schools	Non-Client
Richland School of Academic Arts	Non-Client
Shelby Sacred Heart (PK-8)	Non-Client
Shelby St. Mary (PK-6)	Non-Client
St Mary of the Snows	Non-Client
Willard City Schools	Non-Client
GOAL Digital Academy	Partner
Pioneer Career and Technology Center	Partner
Tomorrow Center	Partner