



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

### **Crestline Exempted Village Schools & St. Joseph School - Crestline**

#### **R.C. 3313.17 Service Agreement 2022-2023**

This AGREEMENT (“Agreement”) is made by the Crestline EVS (“Client A”), St. Joseph School – Crestline (“Client B”) and the Mid-Ohio Educational Service Center Governing Board (“Mid-Ohio ESC”).

WHEREAS, the Mid-Ohio ESC is authorized to enter into agreements to provide services to the Client(s) pursuant to R.C. 3313.17, payment of which shall be specified in this Agreement;

WHEREAS, the Client(s) wish to utilize the Mid-Ohio ESC’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(s) hereby engages the Mid-Ohio ESC to perform services required by the Client pursuant to R.C. 3313.17.
- b. The Mid-Ohio ESC hereby represents and warrants to the Client(s) 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 Mid-Ohio ESC’s duties shall be as follows:
  - 1) To provide the following services during the 2022-2023 school year:
    - a. Speech and Language Pathology
    - b. Intervention Specialist services

#### **2. TERM**

The Mid-Ohio ESC shall adopt a resolution ratifying this Agreement. This Agreement will be in effect for the 2022-2023 school year.

### **3. COMPENSATION**

- a. Billable Rates:
  - i. Speech Language Therapy: \$85/hour, inclusive of supplies and mileage.
  - ii. Intervention Specialist: \$75/hour, inclusive of supplies and mileage.
- b. Client A agrees to pay for all qualifying expenses for personnel employed by the Mid-Ohio ESC and assigned to work for Client B, including, but not limited to, salary, salary fringe benefits (retirement, Medicare and Workers Compensation, health insurance (any increase in health insurance costs due to a change in coverage by the employee will be the responsibility of the Client(s) as well) and administrative fees.

Client B agrees to pay all expenses not paid by Client A, including, but not limited to, salary, salary fringe benefits, health insurance, severance, unemployment and other expenses incurred by Mid-Ohio ESC to provide said services to Client B.
- c. Client(s) agree to be invoiced monthly for these services.
- d. The employee(s) providing said services will be responsible for completing time sheets as well as time and effort logs to assure federal compliance. The employee(s) are also responsible for gathering the appropriate signatures and submitting to Mid-Ohio ESC's Director of Student Services for processing.
- e. No services will be provided until this agreement is properly executed by all parties.

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

The Mid-Ohio ESC 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 Mid-Ohio ESC for inspection, upon request, by the Client.

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

The Mid-Ohio ESC 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(s) and Mid-Ohio ESC 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 Mid-Ohio ESC 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 Mid-Ohio ESC:

Mid-Ohio ESC  
c/o Kevin Kimmel, Supt.  
890 West Fourth Street  
Mansfield, OH 44906

If to Client A:

Crestline EVS  
c/o Supt & Treasurer  
401 Heiser Court  
Crestline, OH 44827

If to the Client B:

St. Joseph School - Crestline  
c/o Principal, Sue Sanders  
333 North Thomas Street  
Crestline, OH 44827

## **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(s) nor Mid-Ohio ESC 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 Mid-Ohio ESC 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(s) and Mid-Ohio ESC.

## **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(s) and/or Mid-Ohio ESC as a result of the Mid-Ohio ESC's provision of services under this Agreement, the Client(s) and Mid-Ohio ESC shall each be responsible for its own attorney fees and costs associated with such litigation.
- b. All persons employed to perform work by Mid-Ohio ESC, including but not limited to the supervisors, program staff, and/or other staff hired by Mid-Ohio ESC and assigned work for the Client(s) are employed solely by and are the employees of Mid-Ohio ESC only and, when working in this capacity, are not employed by or employees of the Client(s). Moreover, work performed by any employee of Mid-Ohio ESC is not considered to be performed on behalf of the Client(s) for the purpose of determining eligibility for coverage under the Client's group health plan. As the employer, Mid-Ohio ESC is responsible for offering Mid-Ohio ESC 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, and taken together, shall constitute one and the same Agreement.

#### **16. BINDING EFFECT**

This Agreement shall not be binding until adopted by the Client(s) and Mid-Ohio ESC in public session and executed by the parties.

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

**Crestline Exempted Village Schools**

By \_\_\_\_\_  
**Superintendent** (I affirm that I have authority to bind \_\_\_\_\_ Date \_\_\_\_\_  
**Crestline Exempted Village Schools** - to the terms of this Agreement)

\_\_\_\_\_  
Printed Name Title

By \_\_\_\_\_  
**Treasurer** (I affirm that I have authority to bind \_\_\_\_\_ Date \_\_\_\_\_  
**Crestline Exempted Village Schools** - to the terms of this Agreement)

\_\_\_\_\_  
Printed Name Title

**St. Joseph School - Crestline**

By \_\_\_\_\_  
(I affirm that I have authority to bind \_\_\_\_\_ Date \_\_\_\_\_  
**St. Joseph School - Crestline** to the terms of this Agreement)

\_\_\_\_\_  
Printed Name Title

**MID-OHIO EDUCATIONAL SERVICE CENTER 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 MOESC Governing Board action: Board Resolution No. \_\_\_\_\_

**Office Use Only Tracking** - \_\_\_\_\_ Executive AA \_\_\_\_\_ HR \_\_\_\_\_ Director/Supervisor \_\_\_\_\_ Fiscal (payroll) \_\_\_\_\_ Treasurer