MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

Fredericktown Local Schools

R.C. 3313.17 Service Agreement 2022-2023

This AGREEMENT ("Agreement") is made by the Fredericktown Local Schools ("Client") 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 pursuant to R.C. 3313.17, payment of which shall be specified in this Agreement;

WHEREAS, the Client wishes 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 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 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:

i. Provide board certified behavior analyst direct services by Michaela Hermes, BCBA.
ii. Provide supervision for 5% contracted days for qualifying Registered Behavior Technician by Michaela Hermes, BCBA.
iii. Provide Registered Behavior Technician Services by Makenna Cramer (timesheet as authorized by Fredericktown)

2. TERM

The Mid-Ohio ESC shall adopt a resolution ratifying this Agreement. This Agreement shall begin on August 1, 2022 and shall terminate on June 30, 2023.

3. COMPENSATION

a. **Billable Rates**:
   i. **Board Certified Behavior Analyst:** $150/hour for direct and indirect services (including planning, documentation, travel time, billing, consultation, training services, mileage, etc…)
   ii. **Registered Behavior Technician:** $34/hour for direct and indirect services (including planning, documentation, travel time, billing, consultation, training services, mileage, etc…)

b. Client agrees to be invoiced monthly.

c. The employee(s) listed above will be responsible for an activity log, gathering appropriate authority signatures and submitting to Mid-Ohio ESC for processing.

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 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 Educational Service Center
c/o Superintendent
890 West Fourth Street
Mansfield, OH 44906

If to the Client:
Fredericktown Local Schools
c/o John Massara, Director of Student Services
111 Stadium Drive
Fredericktown, OH 43019

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 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 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 and/or Mid-Ohio ESC as a result of the Mid-Ohio ESC's provision of services under this Agreement, the Client and Mid-Ohio ESC 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 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 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. Moreover, work performed by any employee of Mid-Ohio ESC 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, 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 and Mid-Ohio ESC in public session and executed by the parties.

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

Fredericktown Local Schools

By _____ _____
Superintendent (I affirm that I have authority to bind Date
Fredericktown Local Schools to the terms of this Agreement)

By _____ _____
Treasurer (I affirm that I have authority to bind Date
Fredericktown Local Schools to the terms of this Agreement)

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 Governing Board action: Board Resolution No. _____

Office Use Only Tracking - ____Executive AA ____HR ____Director/Supervisor ____Fiscal (payroll) ____Treasurer