MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

GOVERNING AUTHORITY OF THE ASHLAND COUNTY COMMUNITY ACADEMY (ACCA)

Service Agreement 2022-2023

This AGREEMENT ("Agreement") is made by the Governing Authority of the Ashland County Community Academy ("Community School") 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 Community School, payment of which shall be specified in this Agreement;

WHEREAS, the Community School 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 Community School hereby engages the Mid-Ohio ESC to perform services required by the Community. These services are set forth in the Mid-Ohio ESC Member Benefits Document. Any change in the services set forth in the Member Benefits Document must be approved by the both the Community School and Mid-Ohio ESC. If both the Community School and Mid-Ohio ESC approve changes to the services set forth in the Member Benefits Document, a new Member Benefits Document will be executed by the parties and attached to this Agreement. Any changes to the Member Benefits Document will affect only the services provided by Mid-Ohio ESC to the Community School under Paragraph 1 of this Agreement. The remainder of this Agreement shall remain in full force and effect irrespective of any changes to the Member Benefits Document. Nothing in this agreement shall be construed as an R.C. 3313.843 agreement.

2. **TERM**

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

3. COMPENSATION

The Community School agrees to pay the Mid-Ohio ESC the sum of **$1,500** in exchange for the services set forth in Paragraph 1, above. The Mid-Ohio ESC will invoice the Community School and expect payment to the Mid-Ohio ESC no later than 30 calendar days from the bills date. If payment is not received by November 1, 2022, the Mid-Ohio ESC may immediately terminate this Agreement.

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 Community School.

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 Community School 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 Community School 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. EVALUATIONS

The Community School agrees that it shall be responsible for conducting evaluations of Mid-Ohio ESC personnel assigned to the Community School to the extent required by R.C. 3319.01, 3319.02, 3319.11, 3319.111, or any other applicable provision of the Ohio Revised Code.

8. UNEMPLOYMENT

The Community School agrees to pay, for any programs or services in which it has elected to participate, the pro-rata share of any unemployment benefits which may become payable due to the cancellation of the service or program.

9. TERMINATION

The Community School agrees to provide written notice of its desire to withdraw from participation in any one or more of the programs and/or services contracted for in this Agreement in future school years to the Mid-Ohio ESC no later than June 30, 2023.

10. 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:

<u>If to the Mid-Ohio ESC</u>:
Mid-Ohio Educational Service Center
c/o Superintendent
890 West Fourth Street
Mansfield, OH 44906

<u>If to the Community School</u>:
Ashland County Community Academy
c/o Nichole Helenthal, Asst. Superintendent
716 Union Street
Ashland, Ohio 44805

11. 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.

12. FORCE MAJEURE

Neither the Community School 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.

13. 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.

14. 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 Community School and/or 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 law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the Community School and Mid-Ohio ESC.

15. BENEFIT AND ASSIGNMENT

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

16. 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.

17. 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 Community School and/or Mid-Ohio ESC as a result of the Mid-Ohio ESC's provision of services under this Agreement, the Community School 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 the Mid-Ohio ESC, including but not limited to the supervisors, program staff, and/or other staff hired by the Mid-Ohio ESC and assigned work in the Community School are employed solely by and are the employees of the Mid-Ohio ESC only and, when working in this capacity, are not employed by or employees of the Community School. Moreover, work performed by any employee of the Mid-Ohio ESC is not considered to be performed on behalf of the Community School for the purpose of determining eligibility for coverage under the Community School's group health plan. As the employer, the 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.

18. COUNTERPARTS

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

19. BINDING EFFECT

This Agreement shall not be binding until adopted by the Community School and Mid-Ohio ESC in public session and executed by the parties.

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

GOVERNING AUTHORITY OF THE ASHLAND COUNTY COMMUNITY ACADEMY

By _____ _____
President or Designee (In his/her official capacity only) Date

And by _____ _____
Principal (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 Authority action

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

Attachments: Community School Resolution No. _____ (Community School)
Governing Board Resolution No. _____ (Mid-Ohio ESC)

Office Use Only Tracking

____Executive AA ____HR ____Director/Supervisor ____Fiscal (payroll) ____Treasurer