MID-OHIO EDUCATIONAL SERVICE CENTER
GOVERNING BOARD

James Phinney
Purchased Services Agreement 2022-2023

This AGREEMENT ("Agreement") is made by the Mid-Ohio Educational Service Center Governing Board ("Mid-Ohio ESC") and James Phinney ("Provider").

WHEREAS, Provider will provide consulting services;

WHEREAS, the Mid-Ohio ESC wishes to utilize Provider's services during the term of this Agreement; and

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

1. **ENGAGEMENT AND DUTIES**

   During the term of this Agreement, the Mid-Ohio ESC hereby engages Provider to perform services required by the Mid-Ohio ESC.

   Provider hereby represents and warrants to the Mid-Ohio ESC 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.

   Provider's duties shall be as follows:

   James Phinney will provide College Access Coordination services on an as needed basis.

2. **TERM**

   The Mid-Ohio ESC shall adopt a resolution ratifying this Agreement. This Agreement shall begin on **November 1, 2022** and end **June 15, 2023.** This Agreement shall not renew unless agreed to in writing by Provider and the Mid-Ohio ESC.

3. **COMPENSATION**

a. $50/hr., on an as needed basis as authorized by the executive director.

b. The employee listed will be responsible for completing an activity log and gathering appropriate authority signatures and submitting to Mid-Ohio ESC for processing.

4. LICENSURE/CERTIFICATION

Provider shall 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 Provider for inspection, upon request, by the Mid-Ohio ESC. Provider will submit the names of the individuals providing services under this Agreement, upon request by the Mid-Ohio ESC. If Provider replaces an individual providing services under this Agreement, Provider shall notify the Mid-Ohio ESC of the name and role of the replacement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

a. The Mid-Ohio ESC and the Provider acknowledge that the Provider is acting as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee or principal and agent between the Mid-Ohio ESC and the Provider. The Mid-Ohio ESC is relying on the Provider's own training and expertise to provide the services in a competent, efficient, professional and satisfactory manner. Neither Party shall have authority to create, alter, or amend any agreement or representations on behalf of the other Party or to incur liabilities on behalf of the other Party.

b. The Provider shall assume sole responsibility for the payment or withholding of all federal, state or local income taxes, Social Security taxes, and unemployment taxes or liabilities arising from the Provider's compensation pursuant to this Agreement and shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors under this Agreement. Moreover, the Provider solely assumes responsibility for compliance with the Fair Labor Standards Act, including, but not limited to, minimum wage and overtime requirements. Further, the Provider shall indemnify and hold the Mid-Ohio ESC harmless from any claims covered by this Paragraph pursuant to Paragraph 11 of this Agreement.

6. ADHERENCE TO APPLICABLE POLICIES AND LAWS

The Provider agrees that it shall adhere to all applicable Mid-Ohio ESC policies, guidelines, and standards, as well as all applicable state, local, and federal laws, including, but not limited to the Family Education Rights and Privacy Act ("FERPA"), any applicable sexual offender/predator laws and all applicable background check requirements, in providing the services under this Agreement. The Provider further agrees that its staff will adhere to all applicable Mid-Ohio ESC policies and regulations regarding proper behavior on Mid-Ohio ESC or Mid-Ohio ESC client school district premises and treatment of Mid-Ohio ESC or Mid-Ohio ESC client school district property. The Provider further agrees to pay all costs for any

damage to any Mid-Ohio ESC or Mid-Ohio ESC client school district property caused by the Provider's staff.

7. NONDISCRIMINATION

Provider covenants that it will not discriminate against any individual on the basis of race, color, religion, sex, military status, national origin, disability, age, genetic information or any other reason prohibited by law. Provider further covenants that its facilities and services are wholly accessible to individuals with disabilities.

8. CRIMINAL RECORDS CHECKS ON EMPLOYEES

Provider shall 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. A copy of all such background/criminal records checks shall be maintained by Provider for inspection, upon request, by the Mid-Ohio ESC.

9. DUTY TO REPORT CHILD ABUSE

Provider shall ensure that any employee, agent or representative who provides services under this Agreement complies with all applicable laws regarding reporting of known or suspected child abuse.

10. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

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

c. Student education records will only be released to Provider as provided by all applicable laws, including but not limited to the Family Education Rights and Privacy Act ("FERPA"), codified at 20 U.S.C. § 1232g and 34 CFR Part 99, and Mid-Ohio

ESC policy and guidelines. Additionally, Provider will adhere to FERPA requirements and all other applicable laws regarding the use, maintenance and/or disclosure of such education records. Provider, including its officers, agents, and employees, shall not use or disclose student records in any manner prohibited by FERPA or any other applicable federal or state law, or contrary to the purposes of this Agreement. The duty to maintain the confidentiality of student personally identifying information shall survive the termination of this Agreement. Provider shall immediately report to the Mid-Ohio ESC any unauthorized use or disclosure of student records or information by the Provider or its officers, agents or employees, of which the Provider becomes aware.

11. INDEMNIFICATION

The Provider will defend, indemnify and hold the Mid-Ohio ESC, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the Mid-Ohio ESC in connection with the provision of services under this Agreement, including but not limited to such claims, liabilities, actions, suits, damages and/or losses resulting from actions taken by and care given by the Provider in providing the services under this Agreement, as well as any losses, costs and attorneys fees incurred in responding to any such claims arising from or connected with the provision of services under this Agreement.

12. 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 Kevin Kimmel, Superintendent
890 West Fourth Street

If to the Client:
James Phinney
74 Parkwood Blvd.
Mansfield, Ohio 44906
(419) 543-0893
Jas.phinney@gmail.com

13. TERMINATION

This Agreement may be terminated without cause by either Party on 30 calendar days written notice of said intent, delivered by certified or registered mail upon the other Party at the address provided in Paragraph 14 of this Agreement. Additionally, the Mid-Ohio ESC may

terminate this Agreement immediately and without penalty if otherwise required by law, if the amount of service required by a student's IEP to whom the Provider is providing such service is reduced or eliminated, or if the Provider engages in illegal conduct or other conduct that is contrary to the educational mission of the Mid-Ohio ESC.

14. 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.

15. FORCE MAJEURE

Neither the Mid-Ohio ESC nor Provider 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.

16. 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.

17. BENEFIT AND ASSIGNMENT

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

18. 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 by the Mid-Ohio ESC without written consent of the Provider.

19. 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.

20. INSURANCE/RESPONSIBILITY

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 Provider and/or MOESC as a result of the Provider's provision of services under this Agreement, the Provider and Mid-Ohio ESC shall each be responsible for its own attorney fees and costs associated with such litigation.

21. COUNTERPARTS

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

22. BINDING EFFECT

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

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

James Phinney

By _____ _____
James Phinney to the terms of this Agreement Date

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: Board Resolution No. _____

Office Use Only Tracking

____Executive AA ____HR ____ Director ___Fiscal ____Treasurer