



This AGREEMENT (“Agreement”) is between Lisa Riegel DBA Educational Partnerships Institute, LLC (EPI) and Mid-Ohio Educational Service Center, 890 West Fourth Street Mansfield, Ohio 44906, 419-774-5520

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

1. SERVICES

- a. EPI hereby represents and warrants to the Mid-Ohio Educational Service Center 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 in this Agreement.
- b. EPI shall provide the services set forth in the Scope of Work from December 1, 2022 through June 30, 2023.

2. SCOPE OF WORK

- a. EPI will develop and co-facilitate a leadership series that includes five face to face sessions and five debrief sessions.

3. COMPENSATION

- a. Mid-Ohio Educational Service Center will compensate EPI for the services rendered under this Agreement as follows: EPI will invoice Mid-Ohio Educational Service Center monthly for consulting (\$150/hr).
 - i. EPI will budget 6 hours of consulting to prepare and facilitate each of the class sessions for a total of 30 hours
 - ii. EPI will budget 6 hours of consulting for reviewing student work, providing feedback and collaborating with co-facilitator for each of the five sessions for a total of 30 hours
 - iii. Compensation will not exceed \$9000 unless amendments are made to the scope of work.

4. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

- a. Mid-Ohio Educational Service Center and EPI 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 parties 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.

5. FORCE MAJEURE

Neither party 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.

6. 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.

7. WAIVER OF BREACH

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement.

8. INDEPENDENT CONTRACTOR

- a. EPI acknowledges, recognizes, and defines itself, along with any and all of its employees and agents, as being independent contractors of the Mid-Ohio Educational Service Center and not employees of the Mid-Ohio Educational Service Center. EPI agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits for itself and its employees.
- b. Mid-Ohio Educational Service Center shall provide EPI with direction as to the results sought to be accomplished. However, in performing services under this Agreement, EPI at all times shall exercise independent professional judgment. EPI is free to set hours and appointments in order to accomplish the desired results. Services shall be provided in accordance with all applicable laws, rules and regulations. EPI shall maintain strict confidentiality with respect to all services provided.
- c. EPI is not required to perform services exclusively for the Mid-Ohio Educational Service Center and may perform the same or similar services for others.
- d. EPI shall be responsible for the purchase and use of all equipment necessary to perform the services under this Agreement, except that Mid-Ohio Educational Service Center may elect to provide Vendor with access to a computer and computer network in order to facilitate EPI's secure access to, and provision of, information related to the performance




of Vendor's duties and to facilitate communication with the Mid-Ohio Educational Service Center.

9. COUNTERPARTS

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

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

EDUCATIONAL PARTNERSHIPS INSTITUTE, LLC

By 
Dr. Lisa Riegel, President and CEO, Educational Partnerships Institute, LLC

10-19-22
Date

MID-OHIO EDUCATIONAL SERVICE CENTER

By _____
Superintendent (In his/her official capacity)

Date _____