

**MID-OHIO EDUCATIONAL SERVICE CENTER
GOVERNING BOARD
&
CLEAR FORK VALLEY SCHOOLS BOARD OF EDUCATION**

R.C. 3313.843 Service Agreement

This AGREEMENT ("Agreement") is made by the Clear Fork Schools Board of Education ("Board" or "Clear Fork Valley") and the Mid-Ohio Educational Service Center Governing Board ("Mid-Ohio ESC").

WHEREAS, R.C. 3313.843(B)(1) provides that the board of education of each city, exempted village or local school Clear Fork Valley with an average daily student enrollment of 16,000 or less, reported for the Clear Fork Valley on the most recent report card issued under R.C. 3302.03, shall enter into an agreement with the governing board of an educational service center, under which the educational service center governing board shall provide services to the Clear Fork Valley;

WHEREAS, R.C. 3313.843(B)(2) provides that the board of education of a city, exempted village, or local school Clear Fork Valley with an average daily student enrollment of more than 16,000 may enter into an agreement with the governing board of an educational service center, under which the educational service center governing board will provide services to the Clear Fork Valley;

WHEREAS, the Clear Fork Valley has an average daily student enrollment less than 16,000 reported on the Clear Fork Valley's most recent report card issued under R.C. 3302.03;

WHEREAS, the Board desires to enter into an agreement with the Mid-Ohio ESC to be in compliance with R.C. 3313.843 and to provide services as set forth in 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 Board hereby engages the Mid-Ohio ESC to perform services required by the Board pursuant to R.C. 3313.843(B)(3). These services are set forth in the Mid-Ohio ESC Client Benefits document that is attached hereto and incorporated herein as Exhibit A. Any change in the services set forth in the Client Benefits Document must be approved by the both the Board and Mid-Ohio ESC. If both the Board and Mid-Ohio ESC approve changes to the services set forth in the Client Benefits Document, a new Client Benefits Document will be executed by the parties and attached to this Agreement. Any changes to the Client Benefits Document will affect only the services provided by Mid-Ohio ESC to the Board under Paragraph 1 of this Agreement. The remainder of this Agreement shall remain

in full force and effect irrespective of any changes to the Client Benefits Document.

- b. The Mid-Ohio ESC hereby represents and warrants to the Board 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.

2. TERM

The Mid-Ohio ESC and Board shall adopt resolutions ratifying this Agreement. This Agreement shall begin on July 1, 2023 and shall continue indefinitely unless and until modified by the parties.

3. COMPENSATION

- a. Pursuant to R.C. 3313.843(H) and R.C. 3317.023, the Ohio Department of Education shall annually deduct from the Clear Fork Valley, and pay to the Mid-Ohio ESC, an amount equal to six dollars and fifty cents (\$6.50) times the Clear Fork Valley's total student count. However, the Clear Fork Valley understands and agrees that if a majority of the boards of education, or superintendents acting on behalf of the boards, of the Clear Fork Valley that entered into an agreement with the Mid-Ohio ESC under R.C. 3313.843 approve an amount in excess of six dollars and fifty cents (\$6.50) per student in total student count, the Clear Fork Valley, as well as every other Clear Fork Valley that has entered into an agreement with the Mid-Ohio ESC under R.C. 3313.843 shall pay the excess amount to the Mid-Ohio ESC.
- b. In no event shall the cost of the services provided to the Board by the Mid-Ohio ESC under this Agreement exceed the amount received by the Mid-Ohio ESC from the Board pursuant to R.C. 3313.843(H). If the amount received by the Mid-Ohio ESC from the Board pursuant to R.C. 3313.843(H) is no longer sufficient to cover the cost of services received by the Board from the Mid-Ohio ESC, the parties mutually agree that they will revise Paragraph 1 of this Agreement so that the services contained therein do not exceed the amount received by the Mid-Ohio ESC from the Board pursuant to R.C. 3313.843(H).

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 Board.

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 Board 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 Board 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 Kevin Kimmel, Superintendent
890 West Fourth Street
Mansfield, OH 44906

If to the Mt. Gilead Exempted Village:
Clear Fork Valley School District
c/o Janice Wyckoff, Superintendent
987 State Route 97
Bellville, OH 44813

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 Board 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 Board 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 Board 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

Board and/or Mid-Ohio ESC as a result of the Mid-Ohio ESC's provision of services under this Agreement, the Board 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 in the Clear Fork Valley 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 Clear Fork Valley. Moreover, work performed by any employee of Mid-Ohio ESC is not considered to be performed on behalf of the Clear Fork Valley for the purpose of determining eligibility for coverage under the Clear Fork Valley'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 Board and Mid-Ohio ESC in public session and executed by the parties.

R.C. 5705.41 and R.C. 5705.412 Certificate

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the Clear Fork Valley School District at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Treasurer
(In his/her official capacity only)

Superintendent
(In his/her official capacity only)

Date

Date

Board President
(In his/her official capacity only)

Date

R.C. 3313.843 VERIFICATION

I hereby certify that a copy of this Agreement was sent to the Ohio Department of Education via Regular U.S Mail on _____.

Treasurer, Mid-Ohio ESC