



Mid-Ohio Educational Service Center

2022-2023 School Year Partnership Agreement

With

SPARC Council “SPARC”

Pursuant to R.C. 3313.845, R.C. 3317.11 (D) and applicable law, the Governing Board of the Mid-Ohio Educational Service Center (“Mid-Ohio ESC”) and the SPARC Council (“SPARC”), agree on this 18th day of May 2022, to the following partnership contractual terms:

Section 1. Subject to the terms and conditions set forth in this partnership agreement, the Mid-Ohio ESC agrees to provide services authorized by R.C. 3313.845, R.C. 3317.11 (D) and applicable law, as requested by SPARC through this partnership agreement for the period **July 1, 2022, through June 30, 2023.**

Section 2. The Mid-Ohio ESC agrees to continue to provide the following In-Kind Services to SPARC:

- Access to technology and electronic storage of files and documents
- Partnership and alignment of electronic social media products, programs and services, including website;
- Attendance and sharing of ODE directives and future vision of the landscape of education moving forward with SPARC Council;
- Continual updates about the SPARC Council initiatives to school district leaders (Superintendents);
- Opportunity for engagement of the career coaches into the Mid-Ohio ESC counselor network meetings;
- Collaborative participation on grant writing and submission;
- Collaborative participation in grant management, reporting and implementation;
- Continual communication with Mid-Ohio ESC leadership;
- Meeting Space

Section 3. SPARC agrees to continue to provide the following In-Kind Services to the Mid-Ohio ESC:

- Positive recognition by ODE and other agencies as a result of the Mid-Ohio ESC & SPARC connection;
- Attendance and participation in Mid-Ohio ESC events, networks and meetings deemed appropriate to the purpose of the SPARC Council;
- Collaborative participation on grant writing and submission;
- Engagement of the Career Coaches into the counselor network of Mid-Ohio ESC;
- Collaborative participation in grant management, reporting and implementation.

Section 4. In this partnership with SPARC, Mid-Ohio ESC will provide the following services:

A. Fiscal Services

- a. Pay all expenses including salary, fringe benefits, program expenses, administrative expenses and any other expenses incurred in the operation as approved by the SPARC Chair and invoiced by Pioneer Career and Technology Center or participating schools
- b. Receipt and record all monies received as directed by the SPARC Chair
- c. Provide monthly fiscal reports to the SPARC Chair
- d. Issue invoices as directed by the SPARC Chair

B. Administrative Support

- a. Process letters and documents necessary for mailings, grants, employment and other business of the SPARC Council as directed by the SPARC Chair

Section 5. In this partnership with Mid-Ohio ESC, SPARC agrees to the following:

A. Educational Services

- a. A member of the Mid-Ohio ESC administrative team attends the SPARC Council monthly meetings as a non-voting member.

B. Fiscal Services

- a. Leadership in the development of a balanced annual SPARC Council Budget; and
- b. Timely requests and approval of requisitions, purchase orders and other paperwork needed to process payroll and budgetary receipts and payments.

C. Administrative Support

- a. Advanced notice of major marketing or mailings for the SPARC Council; and
- b. Timely notifications for appropriate actions by the Mid-Ohio ESC Board of Governors.

Section 6. In consideration of the services and programs contracted for above, SPARC agrees to pay for any programs or services in this agreement, the pro-rata share of any unemployment benefits which may become payable due to cancellation of any services or programs.

Section 7. Both parties agree that the SPARC Council name and identity must be maintained and integrated into any strategies and work done by Mid-Ohio ESC on behalf of the SPARC Council.

Section 9. SPARC further agrees to pay the Mid-Ohio ESC in full for any and all programs or services in this agreement. SPARC also agrees to assume and pay all expenses including, but not limited to, any and all salary and fringe benefits (such as unemployment, health care insurance, severance, liability insurance, worker's compensation) for individuals contracted by SPARC from the Mid-Ohio ESC. For the purposes of the fiscal agency of competitive grant proposals and projects, SPARC will ensure that administrative costs are included in all grant proposals and project budgets at the appropriate level allowed under each respective grant Request for Application/Proposal.

Section 10. SPARC, in consideration of the agreement with the Mid-Ohio ESC to provide the services and programs contracted for above, agrees to provide written notice of its desire to withdraw from participation in any one or more of the programs and services contracted for above to the Mid-Ohio ESC no later than December 31, 2022. Such withdrawal notice, if received by the Mid-Ohio ESC on or before December 31, 2022, shall operate to eliminate for the succeeding school year, all contractual obligation of the parties with respect to the programs or services which are included in the notice of withdrawal.

Section 11. All invoices and statements for the programs and services contracted herein by the Mid-Ohio ESC shall be due and payable not more than thirty (30) days from the date of mailing of the invoice or statement by the Mid-Ohio ESC.

Section 12. SPARC and Mid-Ohio ESC state that they comply with all rules and regulations of the Americans with Disabilities Act and agree by signing this agreement that each shall conform and comply with said regulations related to this agreement.

Section 13. SPARC and Mid-Ohio ESC agree that as a condition of this contract, there shall be no discrimination against any employee, agent or sub-contractor because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that SPARC and the Mid-Ohio ESC will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal shall be made available to all persons under this contract. Any agency found out of compliance with this paragraph may be subject to termination of this contract.

Section 14. The Mid-Ohio ESC agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Mid-Ohio ESC on behalf of SPARC, agrees to the same restrictions and conditions that apply through this contract to the Mid-Ohio ESC with respect to such information.

Section 15. This agreement shall be reviewed annually, at which time any necessary or desired modification in the terms of said agreement may be determined by SPARC. The Mid-Ohio ESC will be notified of nonrenewal of this agreement in writing by the participating SPARC on or before December 31, 2021.

Section 16. SPARC agrees that services purchased through the Mid-Ohio ESC are made available on a performance basis. Mid-Ohio ESC agrees to provide services as described in this contract and will be responsible for determining the details on how those services will be provided such as time, method, manner and mode.

Section 17. The failure of any party to insist on strict compliance with the agreement, or to exercise any right or remedy hereunder, shall not constitute a waiver of any rights contained herein or estop any party from thereafter demanding full and complete compliance therewith, nor prevent any party from exercising any right or remedy in the future.

Section 18. If any provision of this agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any party under this amendment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of the agreement, a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

Section 19. This agreement may be executed in counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

Section 20. This agreement has been entered into following opportunity for and/or full discussion, disclosure, and consultation with legal counsel. As a result of a full understanding of the contents of this agreement, the parties voluntarily and without duress enter this agreement.

Section 21. Mid-Ohio ESC will provide grant administration for competitive grant projects that have been awarded to SPARC Council under the following conditions:

- .The Superintendent will determine which SPARC grant projects Mid-Ohio ESC will administer on a case by case basis.
- i.The Superintendent will notify SPARC Council in writing within 30 days of the notice of grant award of the Superintendent’s decision to administer the grant
- ii.Mid-Ohio ESC may decline to administer any grant projects at the discretion of the Superintendent.
 - a. As the fiscal agent, Mid-Ohio ESC has the first right of refusal to administer a grant received by SPARC. If Mid-Ohio first declines to serve as the grant administrator, SPARC Council may seek a third party for grant administration.
 - b. To administer competitive grant projects approved by the Superintendent, Mid-Ohio ESC will provide grant administrative services including, but not limited to:
 - .Fiscal agency
 - a.Grant staffing, implementation and oversight for the activities that are outlined in the awarded grant proposal or are appropriate to administering the project.
 - b.Compliance and reporting as required by the awarding entity
 - c.Coordination of evaluation activities at all levels as required by the grant awarding entity (e.g. local, state, federal evaluation reporting)
 - d.Ensure disclosures of student-level data are made in accordance with the Family Educational Rights and Privacy Act (FERPA, 34 CFR Part 99)
 - 2. The role of the SPARC Council in the grants administered by Mid-Ohio ESC will be to:
 - a. Approve the annual grant budget and Budget Summary Detail Report
 - b. Be knowledgeable about the grant project, goals and activities to advocate for the program among partners, stakeholders and the community
 - c. Participate in grant required activities as defined by Mid-Ohio ESC and the grant awarding entity
 - d. Support sustainability efforts for the grant activities
 - e. Convene SPARC Council members as needed for supporting communication among partners and stakeholders
 - f. Fulfill any other obligations specific to SPARC Council as required by the grant award

For leadership provided by Mid-Ohio ESC for the services specified and requested by the SPARC Council in this third-party contract, Mid-Ohio ESC will charge \$ 4,500.00 annually (July 1, 2022 to June 30, 2023), to be paid to Mid-Ohio ESC on a monthly basis.

Signed and witnessed by both parties on the 18th day of May, 2022.

For the Mid-Ohio Educational Service Center

For the SPARC Council

Kevin D. Kimmel, Superintendent

Tyler Shinaberry, SPARC Chair

Date

Date