

SERVICE AGREEMENT

This Service Agreement (hereinafter referred to as “Agreement”) is entered into on this ____ day of March, 2024, by and between the Governing Board of the Mid-Ohio Educational Service Center (hereinafter referred to as “MOESC”) and the Board of Education of the Crestline Exempted Village School District (hereinafter referred to as “the District”) upon the following terms and conditions.

WHEREAS, the District desires that the MOESC provide it with certain services pursuant to the terms and conditions set forth herein; and

WHEREAS, the MOESC desires to provide the District with certain services pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for mutually acceptable consideration, the parties hereto agree as follows:

1. Services: The MOESC shall provide the District with any or all of the services specified in Exhibit A attached hereto (hereinafter referred to as “the Services”). Such services shall be provided by licensed treasurer Brenda Miller, who shall be appointed as Acting Treasurer of the District during the term of this Agreement, and other personnel from MOESC as needed.
2. Payment for Services: As consideration for providing the Services, the District shall pay a gross total of MOESC Seven Hundred Fifty Dollars (\$750.00) for each day for which services are rendered. MOESC shall issue invoices to the District on a monthly basis, and each invoice shall be paid in full by the District within thirty (30) days of receipt thereof. The District shall further reimburse MOESC for its out-of-pocket costs directly related to the preparation of this Service Agreement and the provision of the Services, including, but not limited to, MOESC’s attorney fees, to a maximum of one thousand dollars (\$1,000.00).
3. Term: This Agreement shall commence on March 5, 2024. This Agreement shall end, and automatically terminate, upon the occurrence of any of the following:
 - a. Notification from the District that the services specified in Exhibit A are no longer needed;
 - b. Notification from the MOESC that it no longer desires to provide the District with the services specified in Exhibit A;
 - c. A party shall provide the other party at least five (5) business days’ notice of termination.

The District shall pay all outstanding compensation owed to the MOESC for the Services provided through the effective date of the termination.

4. Cooperation: Upon MOESC's request, the District shall provide, without charge:
 - a. access to all relevant information, data, records, and/or reports, including electronic databases, that MOESC deems necessary for purposes of providing the Services; and
 - b. copies of all information, data, records, and/or reports which MOESC deems necessary to provide the Services.

Appropriate conferences shall also be scheduled at convenient times with essential personnel of both parties for the purpose of discussing necessary information.

5. Limitation on Warranties: This Agreement is a service contract. Accordingly, MOESC disclaims all expressed, implied, and/or statutory warranties, including but not limited to warranties of merchantability and fitness for a particular purpose other than its warranty that its employee performing treasurer services under this Agreement is fully-licensed by the Ohio Department of Education and Workforce and bonded/insured by MOESC.
6. Compliance with Law: Both parties shall comply with all applicable Federal, State, and Local laws, ordinances, codes, regulations, and policies, including but not limited to those governing the disclosure of confidential information regarding students and/or their family members, such as the Family Educational Rights and Privacy Act (20 U.S.C. §1232g).
7. Breach: If either party breaches a provision of this Agreement, the non-breaching party shall provide the breaching party with written notice of said breach. If the breach is remedied within fifteen (15) days of receipt of the breach notice, said notice shall be void. If the breach is not remedied within fifteen (15) days of receipt of the breach notice, the non-breaching party shall have the right to terminate this Agreement upon expiration of said remedy period. Neither party shall be responsible to the other for any losses or failure to perform its respective obligations under this Agreement when such loss or failure is caused by conditions beyond the party's control, such as fire, explosion, water, act of God, civil disorder or disturbance, labor dispute, vandalism, war, riot, sabotage, weather or energy related closing, governmental regulations, or other similar causes. In the event that this Agreement is terminated pursuant to this provision, the District shall pay all outstanding compensation owed to MOESC for the Services provided through the effective date of the termination.
8. No Waiver: No failure of either party to exercise any power reserved to it by this Agreement or to insist upon strict compliance by the other party with any obligation or condition hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand strict compliance with any of the terms of this Agreement. Waiver by either party of any particular default shall not affect or impair either party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that party of any right hereunder, or of its right upon any subsequent breach or default to terminate this Agreement prior to the expiration of its term.

9. Amendment: This Agreement may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by both parties.
10. Assignment: Neither party may assign or otherwise transfer, voluntarily or by operation of law, this Agreement without the prior written consent of the other party.
11. Entirety: This Agreement contains the entire agreement between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior service contract or similar type of agreement between the parties, oral or written, is hereby superseded and terminated.
12. Governing Law: The laws of the state of Ohio shall govern the validity, performance, and enforcement of this Agreement.
13. Notices: Any notice required or permitted herein shall be in writing and deemed given if delivered personally or if sent via certified U.S. mail to the following representatives of the parties: Kevin Kimmel as Superintendent of MOESC and Jeff Wilhite as Board President of the District.
14. Severability: Each article, paragraph, provision, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Agreement shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.
15. Section Headings: The section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF EDUCATION OF THE
CRESTLINE EXEMPTED VILLAGE
SCHOOL DISTRICT

By: _____
President

By: _____
Treasurer

By: _____
Superintendent

GOVERNING AUTHORITY OF THE
MID-OHIO EDUCATIONAL SERVICE
CENTER

By: _____
Governing Board President

By: _____
Superintendent

EXHIBIT A
SERVICES LIST

- Acting/Interim Treasurer.
Duties include, but are not limited to:
 - Perform duties as the Chief Financial Officer of the District to be scheduled and performed as assigned by the MOESC Superintendent or his designee, in conjunction with an authorized designee of the Board;
 - Receive, deposit, manage, disburse, and account for all Federal, State, and local funds of the District in accordance with the Board's policies, administrative guidelines, and Ohio law;
 - Maintain fiscal plans that are aligned to the District's budget and resources;
 - Direct and assign employees who are directly engaged in the day-to-day fiscal operations of the District, as designated by the Board, or by contracted MOESC employees as may be assigned by the MOESC Superintendent or his designee;
 - Provide that all District fiscal activities comply with the laws and regulations of the State, the negotiated agreements, policies of the Board, and the District's administrative guidelines;
 - Promote the efficient and effective use of District resources in the daily operations of the schools; and
 - Any other duties required established by Ohio law or Board Policy of the District to be performed by the Treasurer.

- Audit Support Duties
Duties include, but are not limited to:
 - Communicating with the State Auditor's office and/or designee regarding the District's audit;
 - Assisting the District with preparing and filing proper documents and reports for audit purposes;
 - Complying with requests for information from the Auditor's office regarding documents and records needed for the audit;
 - Assisting the District with the performance of its obligations under R.C. 3313.30(C) and (D) in order to enable the Auditor to complete the audit of the District; and
 - Assisting the District in bringing its accounts, records, files and/or reports into an auditable condition.