



MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

Service Agreement – MOESC TurboCert

This Service Agreement (hereinafter referred to as “Agreement”) is entered into on this 21st day of October, 2026, by and between the Board of Education of the Lexington Local School District (hereinafter referred to as the “District”) and the Mid-Ohio Educational Service Center Governing Board (hereinafter referred to as “MOESC”), 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, in consideration of the promises contained herein, the parties agree as follows:

1. **SERVICES:** The MOESC shall facilitate the provision of services to the District and its participating students with any or all of the services specified in Exhibit A attached hereto (hereinafter referred to as “the Services”). Such programming and instructional services shall be provided by a college or university partner, or credentialed industry trainer.
2. **TERM:** This Agreement shall begin on July 1, 2026, and shall terminate on June 30, 2027.

The MOESC and District governing boards shall adopt a resolution ratifying this Agreement.

3. **PAYMENT FOR SERVICES:** As consideration for providing the Services, the District shall pay MOESC the rates outlined for the District’s participating students that enroll in any of TurboCert programs:
 - a. \$1,500 per student/per semester (16 sessions)
Note: Phlebotomy Technician Credential is two semesters (32 sessions). MOESC will subsidize (credit of \$1,500 per student) one semester for the 2026-2027 school year.
 - b. The Client agrees to be invoiced for these services on semi-annual basis, December and May, if Mid-Ohio Fiscal Department deems appropriate

Billing rates include, but are not limited to, instructor fees, consumable materials, equipment, credentialing costs, and examination fees.

MOESC shall invoice for these services on semi-annual basis, December and May, if Mid-Ohio Fiscal Department deems appropriate, and the District shall pay each invoice within thirty (30) days of receipt. Both parties agree that any increases or decreases in costs associated with completion of a TurboCert program shall be reconciled following both the first and second semesters. Any resulting additional charges or refunds shall be invoiced or credited, as applicable, and paid or refunded within thirty (30) days of such reconciliation.

4. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS:

- a. The District and MOESC 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 District and MOESC 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.
- c. 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).

5. NOTICES: All notices, requests, demands and other communications provided for by this Agreement shall be in writing and deemed given if delivered personally, or at the time when delivered via regular or certified U.S. mail, postage prepaid, to the following:

MOESC:
Mid-Ohio Educational Service Center
c/o Superintendent
890 West Fourth Street
Mansfield, OH 44906

District:
Lexington Local School District
c/o Kevin Young
103 Clever Lane
Lexington, OH 44904

6. GOVERNING LAW: The laws of the State of Ohio shall govern the validity, performance and enforcement of this Agreement.
7. 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.
8. ASSIGNMENT: This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.
9. AMENDMENT: Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties. However, if MOESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education and Workforce guidelines or other federal, state, or local health or safety laws, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the District and MOESC.
10. 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.
11. 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. If 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.

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.

12. **LIABILITY:** 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 District and/or MOESC as it relates to the services provided under this Agreement, the District and MOESC shall each be responsible for its own attorney fees and costs associated with such litigation.
13. **COUNTERPARTS:** This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.
14. **BINDING EFFECT:** This Agreement shall not be binding until adopted by the District Board of Education and MOESC Governing Board in public session and executed by the parties.

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

LEXINGTON LOCAL SCHOOL DISTRICT

Superintendent

Date

Treasurer

Date

MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

President

Date

Superintendent

Date

Treasurer

Date

*Board Resolution No. _____

Office Use Only Tracking - _____ Executive AA _____ HR _____ Director/Supervisor _____ Fiscal (payroll) _____ Treasure

EXHIBIT A
SCOPE OF SERVICES

1. **Program Access:** MOESC agrees to provide District students the opportunity to enroll in and participate in the MOESC TurboCert programs during the 2026-2027 school year (“the Program”). The Program shall be conducted at MOESC facility and/or a partner facility and instructional services shall be provided through MOESC’s partnership with a college or university partner, or credentialed industry trainer
2. **Student Identification and Enrollment:** The District will provide MOESC, in a timely manner and in accordance with deadlines established by MOESC, the names and required enrollment information for students seeking to participate in the Program, including any demographic, academic, emergency, or other information reasonably necessary for enrollment, scheduling, reporting, credentialing, or participation purposes.
3. **Program Capacity:** The District acknowledges and agrees that student participation in the Program is subject to available space, staffing, scheduling, equipment availability, and capacity limitations. MOESC does not guarantee acceptance of all referred students.
4. **Withdrawal and Financial Responsibility:** Participating students shall have fourteen (14) calendar days from the first scheduled day of the Program to withdraw without financial obligation to the District. Following the expiration of such 14-day period, the District shall remain financially responsible for the full cost of the Program for any enrolled student who withdraws, is removed, fails to attend, or otherwise fails to complete the Program.
5. **Instructional Services:** Pursuant to its agreement with a college or university partner, or credentialed industry trainer, MOESC will ensure that all individuals providing instructional services under this Agreement possess and maintain all required licenses, certifications, credentials, and qualifications.
6. **Background Checks:** MOESC 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.
7. **Parent/Guardian Authorizations:** The District acknowledges that parents and/or guardians of participating students may be required to complete and execute Program documentation, including but not limited to permission forms, emergency medical authorizations, liability acknowledgements and family contact information forms as a condition of participation.
8. **Student Conduct and Attendance:** Participating students shall remain subject to all applicable District codes of conduct, student discipline policies, and attendance requirements while participating in the Program. MOESC reserves the right to remove, suspend, or deny continued participation to any student whose conduct, attendance, safety

concerns, or failure to comply with Program expectations materially interferes with the operation of the Program or safety of others.

9. **Transportation:** Unless otherwise agreed in writing, the District shall be solely responsible for arranging and funding transportation for participating students to and from the Program location.
10. **Program Changes or Cancellation:** MOESC reserves the right to modify Program schedules or locations as reasonably necessary to address enrollment, staffing, operational or safety needs. MOESC further reserves the right to cancel a Program due to insufficient enrollment, instructor unavailability, or any other circumstances beyond MOESC's reasonable control.