MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("**MOU**") is entered into as of November 18, 2026, between Mid-Ohio Educational Service Center ("Mid-Ohio Educational") and The University of Toledo ("**University**"). Mid-Ohio Educational Service Center and the University may be referred to individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS, the Parties have formed a strategic relationship, the goal of which is to create a relationship between the University and Mid-Ohio Educational that will be long lasting and enhance the mission of both entities to achieve superb academics, increase research and improve outcomes for our community.

WHEREAS, to further strengthen this relationship, the Parties wish to enter into this MOU for the University to offer benefits to employees of Mid-Ohio Educational with the intent of further strengthening the relationship between the Parties.

NOW THEREFORE, the Parties agree as follows:

1. Tuition Scholarship for Eligible Mid-Ohio Educational Employees

1.1 Any person who is an employee of Mid-Ohio Educational Service Center ("**Mid-Ohio Educational Employee(s)**") will be eligible to receive a tuition scholarship valued at ten percent (10%) of the tuition costs assessed for Mid-Ohio Educational Employee after the Effective Date ("**Scholarship**").

1.2 Mid-Ohio Educational Employees who are eligible for the Scholarships, as provided for in Section 1.1 above, but who do not reside in the state of Ohio pursuant to Ohio Revised Code Section 3333.32 and applicable University policy are responsible for all out of state surcharges as approved by the Board of Trustees of the University. The University's out-of-state surcharge per credit hour for undergraduate programs is subject to change and located in current applicable Finance Brochure. The surcharge for graduate and doctoral programs is based on the individual programs.

1.3 Mid-Ohio Educational Employees receiving the Scholarship as set forth in this MOU must comply with admissions, continuation, and other criteria applicable to the particular college, department, program, unit or degree course and all other University policies and procedures in order to receive and maintain the Scholarship provided by the University. This MOU is not a promise of continued enrollment or success of any Mid-Ohio Educational Employee as a student at the University. Mid-Ohio Educational Employee must be a student in good standing eligible to register for credits to receive and to continue to receive any Scholarship.

1.4 The degrees of Bachelor of Science in Nursing, RN to BSN, Doctor of Medicine, Juris Doctor, and Doctor of Pharmacy, are not eligible for these Scholarships.

1.5 This MOU and the Scholarship offered by the University under this MOU is not applicable to dependents or spouses of Mid-Ohio Educational Employees and only applies to Mid-Ohio Educational Employees who are eligible as of their date of enrollment and extend

through the term of this MOU. These Scholarships offered by the University are not in addition to any support provided by the University by another source and each of Mid-Ohio Educational Employees may determine whether to continue receiving such support by another source or to receive the Scholarships as set forth in this MOU.

1.6 Mid-Ohio Educational Employees must attend classes at the University campus or through its distance learning program specifically excluding reciprocity arrangements with other public institutions of higher education or through UToledo Online.

1.7 The University will issue a tax form 1098-T to all Mid-Ohio Educational Employees receiving a Scholarship benefit under this MOU. It is Mid-Ohio Educational Employees' individual responsibility to determine whether any Scholarship benefits received are taxable versus tax-exempt.

2. Term and Termination

2.1 The term of this MOU will commence as of the date first written above and will continue annually so long as the parties provide corresponding notice in accordance with MOU no later than thirty (30) days before the end of the annual term that they wish to continue MOU. Either Party may terminate by providing ninety (90) day written notice before the start of the next semester.

2.2 All rights and obligations of the Parties arising under this MOU will terminate upon termination of the MOU as provided for in Section 2.1 above, including the obligation of the University to continue to provide the Scholarships as set forth in this MOU.

3. Public Statements

The Parties will ensure that both Parties' office of communications or public relations will work together and mutually agree on and approve in writing any comment, statement, or announcement, with respect to any conversations, negotiations, or agreements among the Parties, or with respect to this MOU prior to making any such comment, statement, or announcement. If there are any other limitations on Mid-Ohio Educational Employees with regard to participation in this Scholarship program, the University will timely and accurately provide such limitations in order for Mid-Ohio Educational to advertise and implement the Scholarship program. It is the responsibility of Mid-Ohio Educational to accurately advertise and implement this Scholarship program to its employees and agrees to indemnify and hold the University harmless from any claim, judgment, suit, charge, benefit claim or penalty relating to or arising out of the University's offer of or provision of Scholarships, or failure to provide a Scholarship or termination of this MOU. This indemnification will not apply in the event of claims arising from the University's material breach of this Agreement.

4. Miscellaneous

4.1 Notices. Any notice required, permitted or desired to be given under this MOU will be in writing and will be personally delivered or sent by certified mail, return receipt requested, addressed as follows:

As to The University of Toledo:

Mitchell S. McKinney, Ph.D.

Provost and Executive Vice President for Academic Affairs

The University of Toledo

2801 W. Bancroft

Toledo, Ohio 43606

As to Mid-Ohio Educational Service Center:

Kevin Kimmel

Superintendent

Mid-Ohio Educational Service Center

890 West Fourth Street

Mansfield, Ohio 44906.

4.2 Assignment. This MOU will not be assigned or assignable by either Party without the prior written consent of the other Party.

4.3 Independent Contractors. Mid-Ohio Educational and the University are independent contractors and nothing in this MOU is intended to create an employee-employer relationship between the University and Mid-Ohio Educational Employees, or between Mid-Ohio Educational and the University. Mid-Ohio Educational will be responsible for all employee benefits, taxes, and other payroll deductions and such.

4.4 Amendment. This MOU may only be amended upon the mutual written consent of the Parties.

4.5 Waiver of Breach. Waiver by either Party of a breach of any of the terms or provisions of this MOU by the other Party at any time or times will not be deemed or construed to constitute a waiver of any subsequent breach or breaches of this MOU at any subsequent time or times.

4.6 Binding Effect. This MOU will be binding upon and the benefits inure to, the Parties and their respective successors and permitted assigns.

4.7 Severance. If any term of this MOU will be deemed unenforceable, such term will not affect the enforceability of the other terms of this MOU which can be given effect without the unenforceable provision.

4.8 Construction. This MOU will be construed and enforced in accordance with the laws of the State of Ohio.

4.9 Compliance with Law. The Parties hereby certify that the Parties will not violate any local, state or federal laws including the Anti-Kickback Statute (as defined under 42 U.S.C. §1320a-7b) in connection with the performance of this MOU and obligations under this MOU.

4.10 Entire MOU. This MOU constitutes the entire agreement between the Parties with respect to the subject matter herein, and supersedes any and all prior written or oral statements, understandings or agreements.

4.11 No Third Party Beneficiaries. This MOU is intended solely for the benefit of the Parties and there is no intention, express or implied, to create any rights, privileges or interest for the benefit of any third party, including but not limited to any Mid-Ohio Educational Employee, relative of any Mid-Ohio Educational Employee, or any student of the University and neither the University nor Mid-Ohio Educational will be under any obligation to any third party by reason of this MOU.

4.12 Counterparts. This MOU may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

4.13. Use of Marks. Parties will not appropriate or make use of a party's name or other identifying marks or property in its advertising without prior written consent of said party.

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed by their authorized representatives effective on the day and year written above.

The University of Toledo		Mid-Ohio Educational Service Center
By: _____		By: _____
Name: Mitchell S. McKinney, Ph.D.		Name: Kevin Kimmel
Title: Provost and Executive Vice President for Academic Affairs		Title: Superintendent
Date: _____		Date: _____