MID-OHIO EDUCATIONAL SERVICE CENTER
TITLE IX SERVICES AGREEMENT

This Title IX Services Agreement ("Agreement") is entered into on this 21 day of October 2020, [Pioneer Career & Technology Center Board approved September 21, 2020] by and between the Governing Board of the Mid-Ohio Educational Service Center ("ESC") and the Pioneer Career & Technology Center School District Board of Education ("District") upon the following terms and conditions.

WHEREAS, Title IX of the Education Amendments Act of 1972, and its implementing regulations, require recipients of federal funds to investigate complaints of sexual harassment in accordance with the grievance process set forth in 34 C.F.R. §106.45; and

WHEREAS, the District desires to retain the ESC to assist with the District's Title IX grievance process by providing independent investigator(s) and/or decision-maker(s) upon request; and

WHEREAS, the ESC has agreed to provide personnel to perform such services upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreement contained herein, the parties hereby agree as follows:

I. ESC'S DUTIES AND RESPONSIBILITIES

A. Upon request, the ESC will provide the District with a trained investigator and/or decision-maker in accordance with 34 C.F.R. §106.45 and the District's Title IX grievance process. If the investigator and/or decision-maker determines he/she has a conflict of interest or bias, the ESC will promptly notify the District and arrange for an alternate investigator and/or decision-maker.

B. The investigator and/or decision-maker will comply with the requirements of the District's Title IX grievance process and fulfill the applicable responsibilities. The investigator and/or decision-maker will have sufficient time and resources to fulfill his/her responsibilities in a timely manner.

II. DISTRICT'S DUTIES AND RESPONSIBILITIES

A. The District will notify the ESC if it requires a Title IX investigator and/or decision-maker. The District will provide the investigator and/or decision-maker with a copy of the complaint and the grievance process the District has adopted pursuant to 34 C.F.R. §106.45.

B. If the District requests an investigator, the District will provide the investigator with adequate access to the District's students, staff, documents, surveillance videos, emails, and other records for the investigator to conduct his/her investigation. The District will promptly respond to the investigator's requests for

information, provide a location at the District for the investigator to conduct interviews, and otherwise provide reasonable assistance to the investigator upon request. Additionally, the District will designate the investigator and/or decision-maker as a school official with a legitimate educational interest for accessing student records under the District's policy in accordance with the Family Educational Rights and Privacy Act.

C. If the District requests a decision-maker, the District will provide the decision-maker with the investigation records, investigation report, final determination if applicable, and any other information the decision-maker is required to consider under the District's grievance process.

III. PAYMENT OF EXPENSES AND COSTS

A. The ESC may contract with a consultant to provide the District with an investigator and/or decision-maker. The District will be responsible for any consultant costs the ESC incurs providing the District with the investigator and/or decision-maker. The ESC will provide the District with an invoice for reimbursement of any consultant costs the ESC incurs providing the District with an investigator and/or decision-maker under this Agreement.

B. The parties understand that, to fulfill its obligations under this Agreement, the ESC may seek legal advice regarding the Title IX regulations, the appropriate investigation of complaints, preparing an investigation report, making the final determination, conducting an appeal, and any other Title IX services the ESC may provide to the District. The District will be responsible for any legal fees the ESC incurs fulfilling its obligations under this Agreement. The ESC will provide the District with an invoice for reimbursement of any legal fees incurred under this Agreement.

C. The District will be responsible for any other costs or expenses the ESC incurs fulling its obligations under this Agreement. The ESC will provide the District with an invoice for any additional expenses incurred.

IV. TERM AND TERMINATION

This Agreement shall be for a term of one (1) year, commencing on August 1, 2020 and ending on July 31, 2021. Notwithstanding the foregoing, either party may terminate this Agreement at any time without cause by providing the other party with at least thirty (30) days advanced written notice of said termination. In the event that this Agreement is terminated, the District shall pay all outstanding compensation owed to the ESC for the services provided through the effective date of the termination.

V. AMENDMENT AND ASSIGNMENT

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. Neither party may assign or otherwise transfer, voluntarily or by operation of law, this Agreement without the prior written consent of the other party.

VI. 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.

VII. GOVERNING LAW

The laws of the state of Ohio shall govern the validity, performance, and enforcement of this Agreement.

VIII. 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.

IX. 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.

Governing Board of the Mid-Ohio Educational Service Center	**Pioneer Career & Technology Center Board of Education**
By:_____ Board President	By:_____ Board President
By:_____ Treasurer	By:_____ Treasurer
By:_____ Superintendent	By:_____ Superintendent