



MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

Pioneer Career and Technology Center

R.C. 3313.17 Service Agreement 2023-2024

This AGREEMENT ("Agreement") is made by the Pioneer Career and Technology Center ("Client") and the Mid-Ohio Educational Service Center Governing Board ("Mid-Ohio ESC").

WHEREAS, the Mid-Ohio ESC is authorized to enter into agreements to provide services to the Client pursuant to R.C. 3313.17, payment of which shall be specified in this Agreement;

WHEREAS, the Client wishes to utilize the Mid-Ohio ESC's services during the term of this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. SERVICES

- a. During the term of this Agreement, the Client hereby engages the Mid-Ohio ESC to perform services required by the Client pursuant to R.C. 3313.17.
- b. The Mid-Ohio ESC hereby represents and warrants to the Client that it has the necessary expertise, licenses, permits and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.
- c. The Mid-Ohio ESC's duties shall be as follows:
 - 1) English Language Learner services during the remainder of the 2023-2024 school year.
 - 2) 360 Total Direct and Indirect Hours of English Language Tutoring will be provided by Charis Bower, English Language Tutor.

2. TERM

The Mid-Ohio ESC shall adopt a resolution ratifying this Agreement. This Agreement shall begin on January 8, 2024, and shall terminate on June 30, 2024.

6. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt. Such notices shall be provided to:

If to the Mid-Ohio ESC:

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

If to the Client:

Pioneer Career & Technology Center
c/o Greg Nickoli, Superintendent
27 Ryan Road
Shelby, OH 44875
nickoli.greg@pioneerctc.edu

7. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Richland County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

8. FORCE MAJEURE

Neither the Client nor Mid-Ohio ESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

9. 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.

10. BENEFIT AND ASSIGNMENT

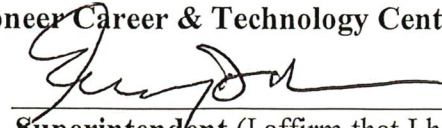
This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.

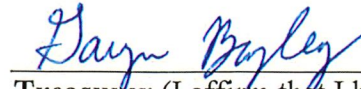
11. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the Mid-Ohio ESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the Client and Mid-Ohio ESC.

IN WITNESS THEREOF, the parties hereto have set their hands.

Pioneer Career & Technology Center

By  1/8/24
Superintendent (I affirm that I have authority to bind Date
Pioneer Career & Technology Center to the terms of this Agreement)

By  1/8/24
Treasurer (I affirm that I have authority to bind Date
Pioneer Career & Technology Center to the terms of this Agreement)

MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

By _____
President (In his/her official capacity only)

Date

And by _____
Superintendent (In his/her official capacity only)

Date

And by _____
Treasurer (In his/her official capacity only)

Date

* This Agreement has no legal effect absent Governing Board action: Board Resolution No. _____

Office Use Only Tracking -	____ Executive AA	____ HR	____ Director/Supervisor	____ Fiscal (payroll)	____ Treasurer
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