



## **MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD**

### **Pioneer Career and Technology Center**

#### **R.C. 3313.17 Service Agreement**

This AGREEMENT ("Agreement") is made by Pioneer Career and Technology Center and Mid-Ohio ESC.

WHEREAS, Pioneer Career and Technology Center wishes to utilize the Mid-Ohio ESC's SPARC funds during the term of this Agreement;

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

#### **1. SERVICES**

a. The Mid-Ohio ESC's duties shall be as follows:

- 1) To reimburse Pioneer Career and Technology Center for the actual cost of providing career coaching services including, supervision and professional development, to all approved school districts.

#### **2. TERM**

The Mid-Ohio ESC shall adopt a resolution ratifying this Agreement. This Agreement shall begin on **August 1, 2020** and shall terminate on **June 30, 2021**.

#### **3. COMPENSATION**

- a. Total allowable expenses incurred by all career coaches during the 2020-2021 school year.
- b. Pioneer Career and Technology Center will invoice Mid-Ohio ESC for these services in two intervals (January 2021 and June 2021).
- c. Career Coaches will be responsible for completing time sheets, gathering appropriate authority signatures and submitting to Pioneer Career and Technology Center for processing, prior to Pioneer Career and Technology Center invoicing Mid-Ohio ESC.

#### **4. LICENSURE/CERTIFICATION**

Pioneer Career and Technology Center will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification.

#### **5. CRIMINAL RECORDS CHECKS ON EMPLOYEES**

Pioneer Career and Technology Center 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.

#### **6. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS**

- a. The Pioneer Career and Technology Center and Mid-Ohio ESC 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 Pioneer Career and Technology Center and Mid-Ohio ESC 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.

#### **7. 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 Pioneer Career and Technology Center

Pioneer Career and Technology Center  
c/o Greg Nickoli, Superintendent  
27 Ryan Road  
Shelby, OH 44875

## **8. 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.

## **9. FORCE MAJEURE**

Neither the Pioneer Career and Technology Center 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.

## **10. 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.

## **11. BENEFIT AND ASSIGNMENT**

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

## **12. 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 Pioneer Career and Technology Center and Mid-Ohio ESC.

## **13. WAIVER OF BREACH**

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.

## **14. INSURANCE/RESPONSIBILITY**

- a. 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 Pioneer Career and Technology Center and/or Mid-Ohio ESC as a result of the provision of

services under this Agreement, Pioneer Career and Technology Center and Mid-Ohio ESC shall each be responsible for its own attorney fees and costs associated with such litigation.

#### **15. COUNTERPARTS**

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

#### **16. BINDING EFFECT**

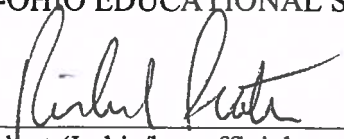
This Agreement shall not be binding until adopted by Pioneer Career and Technology Center and Mid-Ohio ESC in public session and executed by the parties.

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


**Pioneer Career and Technology Center**

By \_\_\_\_\_  
(I affirm that I have authority to bind \_\_\_\_\_  
**Pioneer Career and Technology Center** to the terms of this Agreement)

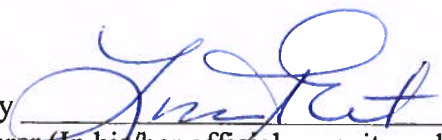
**MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD**

By   
President (In his/her official capacity only)

6/17/2020  
Date

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

6/17/2020  
Date

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

6-17-2020  
Date

**R.C. 5705.41 and R.C. 5705.412 Certificate**

We certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

\_\_\_\_\_  
Superintendent  
(In his/her official capacity only)

\_\_\_\_\_  
Date

\_\_\_\_\_  
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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