



MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

Galion City Schools & Galion St. Joseph School

R.C. 3313.17 Service Agreement 2021-2022

This AGREEMENT ("Agreement") is made by the Galion City Schools ("Client A"), St. Joseph School – Galion ("Client B") 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(s) 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(s) 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) To provide the following services on an as-needed basis during the 2021-2022 school year.
Speech-Language Therapy, services provided by Angie Skinner
Occupational Therapy, services provided by Virginia Utz
Physical Therapy, services provided by Vincent Scaia
Title 1 Tutor, services provided by Ted Baker
Title 1 Tutor, services provided by Kathy Beres

2. TERM

The Mid-Ohio ESC shall adopt a resolution ratifying this Agreement. This Agreement shall begin on **August 16, 2021** and shall terminate on **June 30, 2022**.

- 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 ESC
c/o Superintendent
890 West Fourth Street
Mansfield, OH 44906

If to the Client A:

Galion City Schools
c/o Supt & Treasurer
470 Portland Way North
Galion, OH, 44833

If to the Client B:

Galion St. Joseph
c/o Mike Follett, Principal
138 North Liberty Street
Galion, OH, 44833

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 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.

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

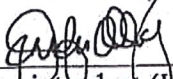
This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.

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


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

Galion City Schools

By  Date 09/13/2021
Superintendent (I affirm that I have authority to bind
Galion City Schools to the terms of this Agreement)

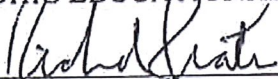
By Charlene Parkinson Date 08/18/2021
Treasurer (I affirm that I have authority to bind
Galion City Schools to the terms of this Agreement)


St. Joseph School - Galion


By  Date 9/24/21
(I affirm that I have authority to bind
St. Joseph School - Galion to the terms of this Agreement)

C. Michael Follett Principal
Printed Name Title

MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

By  Date 8/18/21
President (In his/her official capacity only)

And by  Date 8/18/21
Superintendent (In his/her official capacity only)

And by  Date 8/18/21
Treasurer (In his/her official capacity only)