

**COLUMBIANA COUNTY EDUCATIONAL SERVICE CENTER  
GOVERNING BOARD**

**BEAVER LOCAL SCHOOL DISTRICT BOARD OF  
EDUCATION**

**R.C. 3313.845 Service Agreement**

This AGREEMENT (“Agreement”) is made by the Beaver Local Board of Education (“Board” or “District”) and the Columbiana County Educational Service Center Governing Board (“Columbiana County ESC”).

WHEREAS, the Columbiana County ESC is authorized to enter into agreements to provide services to the Board pursuant to R.C. 3313.845, payment of which shall be specified in this Agreement;

WHEREAS, the Board wishes to utilize the Columbiana County 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 Board hereby engages the Columbiana County ESC to perform services required by the Board pursuant to R.C. 3313.845 and nothing in this Agreement shall be construed as an R.C. 3313.843 agreement.
- b. The Columbiana County ESC hereby represents and warrants to the Board 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 Columbiana County ESC shall provide the following services to the Board:
  - 1. DIRECTOR OF SPECIAL EDUCATION UP TO 100 DAYS  
AT \$325 PER DIEM, NOT TO EXCEED \$32,500.

**2. TERM**

The Columbiana County ESC and Board shall adopt a resolution ratifying this Agreement. This Agreement shall begin on February 22, 2016 and shall terminate as specified in item 8. Termination or June 30, 2016 whichever date comes first.

### **3. COMPENSATION**

- a. The cost of all services to be provided to the Board by the Columbiana County ESC, as provided in Section 1(c) of this Agreement, are actual costs. On a monthly basis, the Columbiana County ESC will provide the Board with an invoice reflecting the actual cost of the services provided to the Board by the Columbiana County ESC under this Agreement.
- b. The cost of all services to be provided to the Board by the Columbiana County ESC, as provided in Section 1(c) of this Agreement, are actual costs. On a monthly basis beginning in March 2016, the Columbiana County ESC will provide the Board with an invoice reflecting the actual cost of the services provided to the Board by the Columbiana County ESC under this Agreement. The actual cost of these services may be in excess of or less than the estimated cost.
- c. The Board agrees to pay each monthly invoice within thirty (30) calendar days of receipt.
- d. The Board agrees to pay all expenses for personnel employed by the Columbiana County ESC and assigned to work in the District, including, but not limited to, salary, unemployment, health insurance, severance, liability insurance, worker's compensation, and other fringe benefits.

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

The Columbiana County ESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the Columbiana County ESC for inspection, upon request, by the Board.

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

The Columbiana County ESC 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 Board and Columbiana County 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 the Board and Columbiana County 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. UNEMPLOYMENT**

The Board agrees to pay, for any programs or services in which it has elected to participate, the pro-rata share of any unemployment benefits which may become payable due to the cancellation of the service or program.

## **8. TERMINATION**

The Board agrees to provide written notice of its desire to withdraw from participation in the program and/or services contracted for in this Agreement to the Columbiana County ESC no later than 30 days prior to the month services are to end.

## **9. 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 Columbiana County ESC:  
Columbiana County Educational Service Center  
c/o Anna Marie Vaugn, Superintendent  
38720 Saltwell Road  
Lisbon, OH 44432

If to the District:  
Beaver Local School District  
c/o Lou Ramuno, Superintendent  
46088 Bell School Rd.  
East Liverpool, Ohio 43920

## **10. GOVERNING LAW**

The laws of the State of Ohio shall govern this Agreement with venue in Columbiana 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.

## **11. FORCE MAJEURE**

Neither the Board nor Columbiana County 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.

## **12. 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.

## **13. 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 Board and/or Columbiana County ESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the Board and Columbiana County ESC.

## **14. BENEFIT AND ASSIGNMENT**

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

## **15. 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.

## **16. 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 the Board and/or Columbiana County ESC as a result of the Columbiana County ESC's provision of services under this Agreement, the Board and Columbiana County ESC shall each be responsible for its own attorney fees and costs associated with such litigation.

- b. Any and all persons employed to perform work by the Columbiana County ESC, including but not limited to the supervisors, program staff, and/or other staff hired by the Columbiana County ESC and assigned work in the District are employed solely by and are the employees of the Columbiana County ESC only and, when working in this capacity, are not employed by or employees of the District. Moreover, work performed by any employee of the Columbiana County ESC is not considered to be performed on behalf of the District for the purpose of determining eligibility for coverage under the District's group health plan. As the employer, the Columbiana County ESC is responsible for offering Columbiana County ESC employees coverage under a group health plan that is affordable and provides minimum value, if required under the Patient Protection and Affordable Care Act.

**17. COUNTERPARTS**

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

**18. BINDING EFFECT**

This Agreement shall not be binding until adopted by the Board and Columbiana County ESC in public session and executed by the parties.

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

BEAVER LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

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 Board action



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

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally 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.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President  
(In his/her official capacity only)

\_\_\_\_\_  
Date