

**GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
GOVERNING BOARD**

**BRECKSVILLE–BROADVIEW HTS. CITY SCHOOL DISTRICT
R.C. 3313.845 and R.C. 3317.11(D)**

**AGREEMENT TO PROVIDE SERVICES TO BRECKSVILLE BROADVIEW HEIGHTS
CITY SCHOOL DISTRICT FOR STUDENTS PLACED AT CARRINGTON YOUTH
ACADEMY**

This AGREEMENT (“Agreement”) is made by the BRECKSVILLE-BROADVIEW HTS. CITY SCHOOL DISTRICT (“Board” or “District”) and the Geauga County Educational Service Center Governing Board (“GCESC”).

WHEREAS, the GCESC 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 and made pursuant to R.C. 3317.11(D) or applicable law;

WHEREAS, the GCESC employs teachers and other staff qualified to provide educational and related services;

WHEREAS, the Board wishes to utilize the GCESC’s services during the term of this Agreement;

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

1. ENGAGEMENT AND DUTIES

- a. During the term of this Agreement, the Board hereby engages the GCESC 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 GCESC 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 GCESC’s duties shall be as follows:
 - 1) To provide educational services to all District students placed at Carrington Youth Academy by Ohio county juvenile courts (i.e., Cuyahoga County Juvenile Court) and/or Ohio county departments of children services (i.e., Cuyahoga County Department of Children and Family Services).

- 2) To provide special education and related services described in the Individual Education Plan in effect for any District student with a disability who is placed at Carrington Youth Academy by an Ohio county juvenile court (i.e., Cuyahoga County Juvenile Court) and/or an Ohio county department of children services (i.e., Cuyahoga County Department of Children and Family Services) in accordance with Individuals with Disabilities Education Improvement Act of 2008 and the regulations promulgated thereunder, and R.C. Chapter 3323 and the regulations promulgated thereunder.
- 3) To file a copy this Agreement, and any subsequent amendments or revisions thereto, with the Ohio Department of Education.

2. TERM

The GCESC and Board shall adopt a resolution ratifying this Agreement. This Agreement shall begin on May 1, 2013, and continue indefinitely unless and until either party terminates this Agreement pursuant to Paragraph 8.

3. COMPENSATION

- a. The GCESC shall charge the Board \$125.00 per day for each District student placed at Carrington Youth Academy and educated by the GCESC for the 2013-2014 school year. In the event the GCESC determines to increase or decrease the daily rate for subsequent school years, the GCESC shall provide the Board with written notice of such rate increase or decrease. Such written notice shall be provided no later than thirty (30) days prior to such rate increase or decrease going into effect.
- b. For District students who by law require additional educational and related services beyond those covered by the daily rate provided in Section 3(a), above, the GCESC shall charge the Board for the excess costs of educating such students.
- c. The GCESC shall receive payment pursuant to R.C. 3317.11(D) or applicable law.

4. LICENSURE/CERTIFICATION

The GCESC 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 GCESC for inspection, upon request, by the Board.

5. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The GCESC 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 GCESC acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party (collectively “Confidential Information”). Both the Board and GCESC 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 GCESC:
Geauga County Educational Service Center

470 Center Street
Building 2
Chardon, OH 44024

If to the Board:
Brecksville-Broadview Hts. City School
District

8. TERMINATION

Either party may terminate this Agreement at any time with thirty (30) days written notice to the other party. Upon termination, a final billing will be processed for any unbilled services already provided.

9. GOVERNING LAW

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

10. FORCE MAJEURE

Neither Board nor GCESC 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.

11. 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.

12. BENEFIT AND ASSIGNMENT

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

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 GCESC 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 Board and GCESC.

14. 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.

15. INSURANCE/RESPONSIBILITY

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 on behalf of a student against the Board and/or GCESC as a result of the GCESC's provision of services to such student, the Board and GCESC shall each be responsible for its own attorney fees and costs associated with such litigation.

16. COUNTERPARTS

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

17. BINDING EFFECT

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

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

BRECKSVILLE-BROADVIEW HTS. CITY SCHOOL DISTRICT

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 _____

GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
GOVERNING BOARD

By J. Koster (S)
President (In his/her official capacity only) Date 2/20/14

And by Matthew Galimano
Superintendent (In his/her official capacity only) Date 2/20/14

And by Loretta Peter
Treasurer (In his/her official capacity only) Date 2/20/14

R.C. 3313.845 VERIFICATION

I hereby certify that a copy of this Agreement was sent to the Ohio Department of Education
via Regular U.S Mail on _____.

Treasurer, Geauga County ESC