

AGREEMENT TO PROVIDE SPECIAL EDUCATION SERVICES

This Agreement to Provide Special Education Services (hereinafter referred to as "Agreement") is entered into on this 13th day of March, 2018 by and between the Governing Board of the North Central Ohio Educational Service Center (hereinafter referred to as "NCOESC") and the Board of Education of the Celina City School District (hereinafter referred to as "Celina"). NCOESC and Celina may be hereinafter individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, the Ohio Department of Developmental Disabilities operates the Tiffin Developmental Center located at 600 North River Road, Tiffin, Ohio 44883 (hereinafter referred to as "Center"); and

WHEREAS, pursuant to R.C. 3313.64(B)(2), Celina is required to provide special education services (hereinafter referred to as "Services") to children residing in the Center; and

WHEREAS, Celina desires that NCOESC assume its statutory obligation to provide the Services to certain children residing in the Center in accordance with the terms and conditions set forth herein; and

WHEREAS, NCOESC is willing to provide the Services to certain children residing in the Center in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for mutually acceptable consideration, the Parties hereby agree as follows:

1. Services: NCOESC shall provide the Services to children residing in the Center on a case-by-case basis. The children to whom NCOESC shall provide the Services, and the specific special education services that NCOESC shall provide to such children, shall be mutually determined and agreed upon by the Parties.
2. Payment for Services: Celina shall pay NCOESC for the costs that NCOESC incurs from providing the Services, plus any additional administrative fees determined by NCOESC. NCOESC shall invoice Celina on a monthly basis, and Celina shall pay the entire amount of each invoice within thirty (30) days of receipt. Celina shall retain the right to collect tuition from the school districts of residence of the children receiving the Services in accordance with R.C. 3313.64(C)(1), 3323.091, 3323.13, 3323.14, and/or 3323.141. However, Celina's obligation to pay NCOESC for the Services shall not be contingent upon Celina receiving any such tuition payment.
3. Term: This Agreement shall be for a term commencing on February 7, 2018 and ending on June 30, 2018. Notwithstanding the foregoing, either Party may, with or without cause, terminate this Agreement by providing the other Party with at least thirty (30) days advance written notice thereof. In the event that this Agreement is terminated, Celina

shall pay all amounts owed to NCOESC for the Services provided through the effective date of the termination.

4. Cooperation: Upon NCOESC's request, Celina shall provide, without charge, copies of all information, data, records, and/or reports which NCOESC deems necessary to provide the Services. Appropriate conferences shall also be scheduled at convenient times with essential administrative personnel of the Parties for the purpose of discussing necessary information.
5. Limitation on Warranties: This Agreement is a service contract. Accordingly, NCOESC disclaims all expressed, implied, and/or statutory warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, for the Services.
6. Compliance with Law: The Parties shall comply with all applicable federal, state, and local laws, ordinances, codes, regulations, and policies, including but not limited to those governing the disclosure of confidential information regarding students and/or their family members, such as the Family Educational Rights and Privacy Act (20 U.S.C. §1232g).
7. Force Majeure: Neither Party shall be responsible to the other for any losses or failure to perform its respective obligations under this Agreement when such loss or failure is caused by conditions beyond the Party's control, such as fire, explosion, water, act of God, civil disorder or disturbance, labor dispute, vandalism, war, riot, sabotage, weather or energy related closing, governmental regulations, or other similar causes.
8. No Waiver: No failure of either Party to exercise any power reserved to it by this Agreement or to insist upon strict compliance by the other Party with any obligation or condition hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand strict compliance with any of the terms of this Agreement. Waiver by either Party of any particular default shall not affect or impair either Party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that Party of any right hereunder, or of its right upon any subsequent breach or default to terminate this Agreement prior to the expiration of its term.
9. Amendment: This Agreement may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by both Parties.
10. Assignment: Neither Party may assign or otherwise transfer, voluntarily or by operation of law, this Agreement without the prior written consent of the other Party.
11. Entirety: This Agreement contains the entire agreement between the Parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior service contract or similar type of agreement between the Parties, oral or written, is hereby superseded and terminated.

- 12. Governing Law: The laws of the state of Ohio shall govern the validity, performance, and enforcement of this Agreement.
- 13. Notices: Any notice required or permitted herein shall be in writing and deemed given if delivered personally or if sent via certified U.S. mail.
- 14. Severability: Each article, paragraph, provision, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Agreement shall be unimpaired, remain binding on the Parties, and continue to be given full force and effect.
- 15. Section Headings: The section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

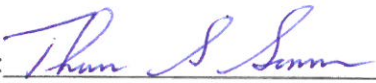
IN WITNESS WHEREOF, the Parties have approved, ratified, and executed this Agreement on the date first written above.


Board of Education of the
Celina City School District:

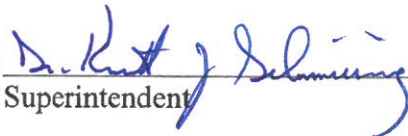
Governing Board of the North Central
Ohio Educational Service Center:

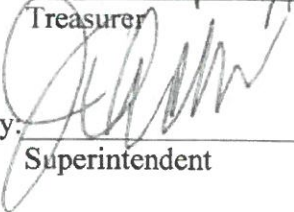
By: _____
Board of Education President

By: 
Governing Board President

By: 
Treasurer

By: 
Treasurer

By: 
Superintendent

By: 
Superintendent