



AGREEMENT

The Muskingum Valley Educational Service Center Board of Education (the "Board") **205 N. Seventh Street, Zanesville, OH 43701**, hereby enter into an agreement the **Coshocton City Schools, located at 1207 Cambridge Road, Coshocton, OH, 43812**, hereby known as (the district") for the provision of services as identified below:

1. **ENGAGEMENT.** The district engages with the MVEESC to purchase curriculum services for the FY22-23.
2. **TERM.** This Agreement is effective as of August 10, 2022.
The Board may also terminate this Agreement whenever the Board determines that the services of Contractor/ESC are no longer needed. The said district may terminate this Agreement at his/her option upon thirty (30) days prior written notice to the Board.
3. **PAYMENT.** The said district agrees to purchase curriculum services for a price of \$52,000 for 108 days during the 22-23 school year. The educational service center will provide an invoice on a bi-annual basis to the said district and any other documentation required by the Board, the Superintendent, or the Treasurer of MVEESC.
4. **DUTIES of the ESC.** The Educational Service Center/contractor shall hold himself/herself available to render and shall render at the request of the Board or its designee, the services set forth in paragraph 1 above for the duration of this Agreement. The primary duties performed by ESC personnel include:
 - Periodic assessment of the curriculum needs of Coshocton City Schools and plan programming to meet those needs.
 - Assist in providing on-line and face-to-face professional development for the district as needed.
 - Assist in responding to any needs regarding federal programming at the district level.
 - Assist in the implementation of Team, Building, and District level OIP teams. Align these team with the Ohio Department of Education's One Plan.
5. **DUTIES OF THE SAID DISTRICT:** The district will be responsible for communicating with ESC personnel regarding needs and requests of the district. The district will be responsible for participating in planned PD and building/district meetings for the purpose of accomplishing the goals set forth by both parties in this agreement.
6. **RISK.** The said district shall perform work under this Agreement at the district's own risk. The district shall indemnify and hold harmless the Board for any claim, demand, loss, liability, or damage which may be suffered by the Board as a consequence of the district's actions or omissions.
7. **ENTIRE AGREEMENT AND RELEASES.** This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Each of the parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the Board and Consultant that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them.
8. **AMENDMENT.** This Agreement may be modified or amended if the amendment is in writing and approved by both parties.
9. **SERVABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be constructed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every proviso of this Agreement.
11. **APPLICABLE LAW.** This Agreement shall be governed and constructed accordance with Ohio law.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates shown below:

_____	_____
Coshocton City Board of Education President	Date

_____	_____
Muskingum Valley ESC Board of Education President	Date

_____	_____
Muskingum Valley ESC Treasurer	Date