

FY2026 SERVICE AGREEMENT
between the *Midwest Regional Educational Service Center*
and *Ridgedale Local School District*

Providing ED Program Services

Under ORC Section 3313.33 and 3313.846, the *Midwest Regional Educational Service Center* has agreed to provide, by contract with *Ridgedale Local School District*, ED Program Services.

Therefore, the *Ridgedale Local School District* agrees to participate in the ED Program Services with the *Midwest Regional Educational Service Center*. The *Ridgedale Local School District* agrees to pay the following:

1. Operational costs; including salary, retirement, Workers' Compensation, Medicare, insurance, supplies, equipment, mileage, technology, professional development, meals, security, operational building costs, administration, curriculum, software, and benefits as provided by the *Midwest Regional Educational Service Center* board policy and administrative fee as noted in #2 below.
2. Pay the *Midwest Regional Educational Service Center* in the total estimated amount of \$45,240.00 for one full-time student. This is based on 174 days at the estimated per diem cost of \$260.00. The monthly estimated amount will be billed in October of 2025 through June of 2026 (9). The billing is based on enrollment, not attendance.

The *Midwest Regional Educational Service Center* agrees to:

1. Operate said program in accordance with standards adopted by the Ohio Department of Education and Ohio Revised Code.
2. Calculate and appropriate operating costs to the client. The per diem rate can adjust based on the number of ED days in the program and the actual costs incurred.
3. Provide ED Program Services at MRELC North (Northwood in Kenton).
4. Settle-up actual cost plus fiscal/admin fee in June of 2026

Term of Agreement: This agreement shall be effective for the 2025-2026 school year. *Ridgedale Local School District* will inform *Midwest Regional Educational Service Center* whether the service will be continued for the following school year by March 1, 2026. Terms of this agreement are in writing within and any verbal agreements regarding this service are not valid or enforceable. All invoices will be paid within twenty days of receipt.

Work schedule: The *Midwest Regional Educational Service Center* shall determine the work schedule for the ED Program.

Supervision – Evaluation: *Midwest Regional Educational Service Center* Executive Director of Special Education shall be responsible for the supervision and evaluation of the ED Program.

Substitutes: No substitutes are necessary for this position.

Unemployment Claim: Should an employee covered under this agreement make a subsequent unemployment compensation claim, the *Ridgedale Local School District* shall be liable for the pro-ration employee's claim.

Estimated Cost: Both the Midwest Regional ESC and the School understand and agree that the amount/rate is based on estimated costs only. Reconciliation of actual costs for said services, to funds received shall be made at the end of the fiscal year or sooner if terminated by either party, and any amount due from the Midwest Regional ESC or refundable to the Midwest Regional ESC shall be paid directly at the close of the fiscal year.

Subcontracting: The ESC employee cannot be subcontracted by the School or any other party. Nothing herein is intended to cause or shall be construed to cause the parties to be treated as a joint employer or as partners in a joint venture. Any additional compensation or fringe benefit to the ESC employee would be through the ESC's payroll and benefits. The ESC employee will follow the ESC board policy and procedures, including using the ESC forms.

Unresolved Findings for Recovery: The School certifies that the School is not subject to a finding for recovery under ORC Section 9.24 or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC Section 9.24 to contract within the State of Ohio.

Debarment and Suspension: Both parties certifies that neither is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Education or any other federal department or agency set forth in 29 CFR Part 98, 34 CFR, 45 CFR Part 75 or another applicable statutes or regulations.

Conflict of Interest: Both parties affirm they have no interest, personal or otherwise, direct, or indirect that is incompatible or in conflict with fulfillment of the ESC's responsibilities under this service agreement. Any conflict of interest would be disclosed by either party. Both parties certify and understand the State of Ohio ethics and conflict of interest laws, which include the Governor's Executive Order 2007-01S pertaining to ethics.

Drug-Free Workplace: Both parties agree to comply with all applicable state and federal laws regarding a drug-free workplace. The ESC will make good faith effort to ensure no ESC employee will use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

Equal Employment Opportunity: In carrying out this service agreement, both parties agree not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The parties agree to on-going compliance with Executive Order 11375 and as supplemented by Department of Labor regulations found at 41 Code of Federal Regulations CFR 60.

Americans with Disabilities Act: Both parties hereby certify current and ongoing compliance with statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

Procurement: Service costs are publicly posted on the Midwest Regional ESC website. The ESC was designated as a High Performing ESC by Ohio Department of Education for Fiscal Year 2024, the most recent designation.

Amendments: This service agreement may be amended at any time by a written amendment mutually agreed to and signed by both parties. Amendments may, but not limited to, due to changes in employee benefits, change in assigned employee, change in hours, or contract days.

Governing Law: This service agreement and any claims arising in any way out of this service agreement shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to the service agreement or the performance hereunder shall be brought in an Ohio court of Logan County, Ohio, and both parties hereby irrevocably consents to such jurisdiction.

Waiver of Breach: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement.

Force Majeure: Neither party shall be liable nor deemed to be in default for any delay or failure to perform under this Agreement caused by acts of God, civil or military authority, or public enemy; fire, explosions, epidemics, earthquake, flood, or other natural disaster; acts of government; riots, strikes, war or civil disorders; failure of transportation or supplies; vandalism, strikes or other work interruptions by employee; or any other cause beyond reasonable control of either party.

Proper Licensure: The Midwest Regional 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 and licenses shall be maintained by the Midwest Regional ESC for inspection, upon request, by the School.

Background Check: The ESC will ensure that all individuals providing services under this agreement obtain and maintain all necessary licensure and/or certification and 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 ORC Section 3319, are adhered to and satisfied.

Medicaid Compliance: With regard to any therapy services provided by the ESC pursuant to this agreement, the ESC will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information containing beneficiaries; will allow representatives of the U.S. Department of Human Services, Ohio Department of Medicaid (ODM), Ohio Department of Education (ODE), or their respective designee access to the subcontractor's books, documents, and records; and acknowledges that they or their principles are not suspended or debarred.

All applicable federal and state laws, regulations, and/or rules shall govern the implementation of the services provided pursuant to this Agreement. In witness the undersigned officers of the *Ridgedale Local School District* and the *Midwest Regional Educational Service Center*, being duly authorized by their respective boards, have signed this document in compliance with ORC Section 3313.33(B).

By:
Ridgedale Local School District

By:
Midwest Regional Educational Service Center

Superintendent

Superintendent

Treasurer

Treasurer

Date

Date

