

**Licking Regional Educational Service Center
General Services Contract
FY26 (2025-26 School Year)**

This General Service Contract made as of March 27, 2025 by and between the Governing Board of Education of the Licking Regional Educational Service Center ("LRESC") and the Coshocton City Board of Education ("Participating District").

WHEREAS, Ohio Revised Code Sections 3313.845 authorizes LRESC to provide certain services, including related special education service options, as well as other cooperative service options; and

WHEREAS, the Participating District is required to provide, among other services, instruction, and related services to its public school students with disabilities pursuant to Ohio and federal law and administrative regulations; and

WHEREAS, the LRESC and the Participating District hereby find and determine the services to be provided by LRESC, including direct and related services for students with disabilities, and any other services as elected by Participating District, are appropriate, necessary, and in the best interests of the Participating District and its students.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of LRESC.

- a. Services. LRESC shall provide purchased services as authorized by Ohio Revised Code Section 3313.845, which are agreed to and subscribed by Participating District as set forth in Exhibit A hereto ("Services"). Such Services shall include, but are not limited to, services for special needs students, which may include classes for students with Autism, multiple disabilities, emotional/disturbance disabilities, project search and related services for students with disabilities through speech pathology, occupational therapy, and/or adaptive physical education. LRESC shall provide all Services in accordance with applicable federal and state laws and regulations.
- b. Personnel. LRESC will coordinate with the Participating District for the provision of appropriate staff to fulfill LRESC's obligations under this Contract. LRESC shall ensure that any and all personnel providing Services to students of the Participating District are appropriately licensed and/or certified and have undergone criminal background checks in accordance with Ohio Revised Code Chapter 3319. LRESC retains the sole discretion to determine whether personnel are appropriate for a particular assignment.

2. Duties of Participating District.

- a. Cooperation and Selection of Services. The Participating District will cooperate with LRESC staff to identify LRESC programs and Services to be delivered. As necessary, the Participating District will provide access to all facilities, equipment, and records for LRESC staff so that Services may be delivered on-site. This includes, but is not limited to: workspace and meeting and classroom space for the staff and students; parking space for the staff; access to all necessary student records; access to and use of technology and related equipment; secured filing space for student records; and access to appropriate school personnel. The Participating District shall designate an appropriate contact person to assist LRESC in determining the location and time for Services to be delivered. If not otherwise agreed, the Participating District will provide any necessary transportation for students to participate in selected programs.
- b. Payment for Services.
 - i. For and in consideration of the Services provided by LRESC, the Participating District agrees to pay LRESC the actual costs of providing such Services as invoiced by LRESC. Costs payable to LRESC shall include, but are not limited to, the costs of all Services and/or programs provided by LRESC under this Contract including, without limitation, the cost of all compensation and benefits paid or payable to any person assigned to the Participating District under this Contract, together with the cost of all equipment and supplies provided to the Participating District under this Contract. The compensation and benefits of personnel provided under this Contract shall include, without limitation, the cost of salary, fringe benefits, sick leave, personal leave, vacation, retirement contributions, including any applicable surcharge payments, workers' compensation payments, severance, unemployment compensation payments, Medicaid payments and any other sum that LRESC, or its designee, may be required to pay by reason of the employment and assignment of any such individual.

- ii. All invoices shall be due and payable not more than thirty (30) days of receipt by the Participating District.
- iii. The Participating District shall annually appropriate sufficient funding for the Services elected under this Contract and will certify the availability of adequate funds to the extent required by Ohio Revised Code Chapter 5705.
- iv. In accordance with Ohio Revised Code Section 3313.845, the Participating District may elect to pay LRESC by way of deduction from the Participating District's payments from the Ohio Department of Education & Workforce made pursuant to Ohio Revised Code Chapter 3317. In the event the costs for Services exceeds the payment received under this provision, the Participating District shall pay the any remaining costs for such Services pursuant to the invoices issued by LRESC.
- v. It is the responsibility of the Participating District to cover any and all retirement and/or unemployment runout costs incurred by the LRESC for direct hire employee.

3. Term and Termination.

- a. Term. This Contract shall be valid for one (1) year from July 1, 2025 to June 30, 2026, upon which date it shall renew for successive one-year terms, unless terminated as set forth in Section 3(b).
- b. Termination. This Contract may be terminated by either party by giving notice to the other party of the intent to terminate on or before the first day of April of the then-current term or renewal term. Such termination will be effective at the end of the then-current term or renewal term. LRESC may terminate this Contract at any time if Participating Board fails to render any payment due to LRESC under the terms of this Contract. Such termination for nonpayment shall occur only after LRESC has given Participating Board a reasonable time, as determined in LRESC's sole discretion, to cure such nonpayment.

- 4. **Confidentiality/Student Education Records.** LRESC and the Participating District shall comply with all applicable provisions of Ohio and federal laws, including the Family Educational Rights and Privacy Act (hereinafter "FERPA") or its state equivalent. FERPA includes all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Contract shall be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by either state or federal laws or regulations. Each party shall only use confidential information for purposes of completing the terms of this Contract as set forth herein. Each party agrees to use reasonable efforts to safeguard confidential information. No party shall, without the prior written approval of the other party, directly or indirectly, disclose confidential information to any person or business entity except its own employees and representatives, including attorneys, accountants, and financial advisors, on a need-to-know basis. If either LRESC or the Participating District experiences any breach of data security that exposes confidential information, that party shall bear all costs to notify every individual whose confidential information may have been compromised.
- 5. **Medicaid Schools Program.** To the extent contracted Services are provided pursuant to the Ohio Medicaid School Program, the LRESC (1) will comply with the requirements of 45 C.F.R. 164.504(e); (2) will allow representatives of the U.S. Department of Health and Human Services, the Ohio Department of Medicaid, the Ohio Department of Education & Workforce, or their respective designees to access books, documents, and records; and (3) acknowledges it and its principles are not suspended or debarred.
- 6. **Filing with Ohio Department of Education & Workforce.** Pursuant to Ohio Revised Code Section 3313.845, the parties agree to take all necessary action to ensure this Contract is timely filed with the Ohio Department of Education & Workforce.
- 7. **No Third-Party Beneficiaries.** This Contract is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
- 8. **Liability.** Each party shall assume liability for loss, costs, or damages resulting from their own respective negligence, but shall not be liable for loss, costs, or damages resulting from the negligence of the other party.
- 9. **Complete Agreement.** This Contract, including any exhibits, appendices, amendments, and/or other documents referenced herein, constitutes the parties' complete agreement on LRESC Services for Autism, MD, ED students, related services for special needs students, and/or other additional services such as employment of specific need staffing. This Contract supersedes any prior contracts or negotiations. No other contract or agreement has been made between the parties on this subject, which terms are not included in this Contract.
- 10. **Amendments.** Either party may at any time during the term of this Contract request amendments or modifications. Requests for an amendment or modification of this Contract shall be in writing and shall specify the requested changes and the justification for such changes. Any amendment must be signed by both parties to be effective.

11. **Assignment.** Neither party may assign this Contract or any rights, duties, or obligations described herein without the prior express written consent of the other party. Notwithstanding the foregoing, LRESC may, at its sole discretion, employ or subcontract with other individuals or entities to assist in the rendition of Services provided under this Contract.
12. **Waiver.** The failure of either party to enforce any provision of this Contract 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 Contract.
13. **Force Majeure.** If because of force majeure any Contract is unable, in whole or in part, to perform under this Contract, this shall not be considered a breach of contract while the inability to perform continues. Rather, the party shall remedy with all reasonable dispatch such cause preventing the other party from carrying out the obligations under this Contract. Except as otherwise provided herein, neither party shall be liable to the other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. For these purposes, "force majeure," shall include, but is not limited to acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, pandemics, epidemics, and/or any other cause not reasonably within the control of either party.
14. **Contrary to Law.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Contract.
15. **Controlling Law.** This Contract shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect, and performance.
16. **Implementing Resolutions.** The LRESC Governing Board and Participating District Board each shall adopt resolutions, if any, and shall take such actions as are necessary to implement the provisions, all or singular, of this contract.
17. **Notices.** Any notice or communication required or permitted to be made by one Party to the other under this Contract shall be deemed to have been given if delivered by hand, facsimile, certified mail, or electronic mail if provided to the contact information provided on the signature page hereof.
18. **Electronic Signatures.** Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the last date set forth below.

LICKING REGIONAL EDUCATIONAL SERVICE CENTER
GOVERNING BOARD

By:

[NAME]

Its:

Date:

Coshocton City
BOARD OF EDUCATION

By:

[NAME]

Its:

Date:

EXHIBIT A

Description of Services

Licking Regional ESC Funding Manual