

**Green Local Schools**  
**2023-2024 EDUCATIONAL/SPECIAL SERVICES CONTRACT**

This contract ("Contract") by and between the Governing Board of the Tri-County Educational Service Center ("ESC") and **Green Local Schools** District Board of Education ("Board of Education") is for the purpose of providing Educational Services ("Services").

The ESC is an educational service center organized under the laws of the State of Ohio and provides general education services, special education services, and special education-related services ("Services"); and

The ESC and the Board of Education now desire to set forth in writing the terms and conditions of their agreement regarding the provision of Services pursuant to this Contract.

1. **Purpose.** The Board of Education agrees to purchase from the ESC, and the ESC agrees to provide Services to the Board of Education. The Services provided by the ESC are those selected by the Board of Education and made available by the ESC.
2. **Term.** This Contract is effective for one year commencing on **7/1/2023** and terminating on **6/30/2024**, and is non-cancelable.
3. **Agreement.** The terms of this Contract shall apply to and will be considered a part of any addenda for Services delivered by the ESC. This Contract and any attached and incorporated addenda or exhibits, if any, contain the entire contract of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract.
4. **Scope of Work.**
  - A. The ESC agrees to:  
Provide, under the ESC's control, Services to the Board of Education as identified in the attached Exhibit(s), attached hereto and incorporated herein. We have attached the following exhibit(s) **A, B, D, H** to this contract.
  - B. The Board of Education agrees to:  
Pay for the Services as provided for in the attached Exhibit(s).
  - C. Each party agrees to:  
Notify the other party in writing on or before **3/14/2024**, of any change in the Services as described in the attached Exhibit(s) to be purchased for the term commencing **7/1/2024** on through **6/30/2025** (the 2024-2025 contract).
5. **Payment.** The board of Education agrees to be solely responsible to the ESC for all charges invoiced by the ESC for Services provided pursuant to this Contract. Charges for Services will be invoiced to the Board of Education monthly or quarterly for actual expenditures.

Charges based on estimates will be billed on the following schedule:

August	40% of the estimated cost on Exhibit(s)
December	40% of the estimated cost on Exhibit(s)
May	Remaining balance of the actual cost
September	True-up billing/credit (Handicapped Preschool and IB Program)





## EXHIBIT E

Payment of all invoices sent shall be due to the ESC no later than the 15<sup>th</sup> of the following month. Notwithstanding anything to the contrary, this Contract is contingent upon the ESC receiving such payments from the Board of Education. In the event the ESC does not receive payments, the ESC may terminate or suspend this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty at its sole discretion. Such termination, suspension, or reduction shall not be deemed a waiver of other legal or equitable rights the ESC may have to full payment. Payment requirements, which are different than provided for herein, will be described in each of the separate addenda to this Contract. Payments made by the Board of Education pursuant to this Contract shall in no way effect or reduce the ESC's entitlement to any state funding authorized by the Revised Code, including but not limited to R.C. 3317.11.

6. **Compliance with Law.** The ESC shall provide Services in accordance with all applicable, federal, state, and local laws and regulations. The ESC shall not be responsible or liable to the Board of Education for any special, incidental, indirect or consequential damages in connection with the purchase of Services by the Board of Education.
  - A. Tri-County ESC is required to comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries.
  - B. Tri-County ESC will allow the representatives of the U.S. Department of Human Services, ODJFS, ODE, or their respective designee, access to the subcontractor's books, documents, and records.
  - C. Tri-County ESC acknowledges that they or their principles are not suspended or debarred.
7. **Contract Amendment.** During the term of this Contract, the Board of Education may add additional Services, pursuant to an addendum signed by the parties, which addendum shall be attached and incorporated into the Contract.
8. **Notice.** Any notice provided under the terms of this Contract by either party to the other shall be in writing. Notice shall be sufficient if made or addressed as follows:

Tri-County ESC Treasurer 741 Winkler Drive Wooster, Ohio 44691-1652	<b>Green Local Schools</b> Erin VanMeter P.O. Box 438 Smithville, Ohio, 44677
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9. **Force Majeure.** If the ESC is unable to perform any Services under this Contract by reason of force majeure, the ESC will be excused from its obligations to the extent that its performance is prevented by force majeure, for the duration of the event. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and other severe weather; explosions; restraints of government and people; war, strikes, and other like events; or any other cause that is not reasonably within the control of the ESC.
10. **Liability.** The ESC shall not be liable for any claims, damages, costs, judgments, expenses or any other liabilities resulting from bodily injury to any person or damage to property that may arise out of or that are related to this Contract, as a result of an error, omission or negligence of the Board of Education, its members, employees, agents or users.





11. **Termination.** This Contract may be terminated prior to the expiration of the Term hereof as follows:
  - If the Board of Education fails to make a payment under this Contract, the ESC may terminate this Contract in accordance with Article 5. Payment.
  - If the Board of Education fails to perform any other obligations under this Contract, and no remedial action can be agreed upon by the parties, the ESC may terminate this Contract and collect all amounts due for the balance of the unexpired term of this Contract.
  
12. **Successors and Assigns.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
  
13. **Severability.** In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
  
14. **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.
  
15. **Counterparts.** This Contract may be executed in several counterparts, all of which, taken together shall constitute one single agreement between the parties hereto.

**IN WITNESS WHEREOF**, the ESC and the BOARD OF EDUCATION have executed this CONTRACT to be effective on the date specified in Article 2. Term, above:

**GOVERNING BOARD OF THE TRI-COUNTY EDUCATIONAL SERVICE CENTER**

\_\_\_\_\_  
ESC Superintendent's Signature

\_\_\_\_\_  
Date

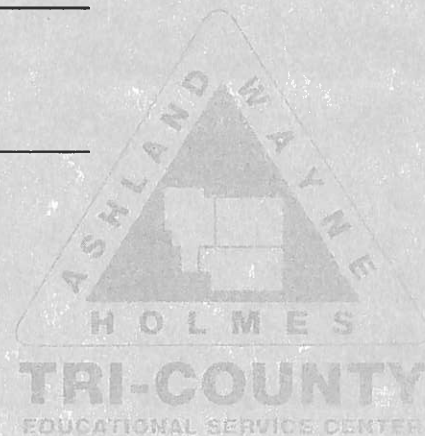
**BOARD OF EDUCATION OF THE Green Local Schools**

\_\_\_\_\_  
District Board of Education President Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Treasurer's Signature

\_\_\_\_\_  
Date







# EXHIBIT E

## Tri-County Educational Service Center Wayne County Preschool Pool FY24 Estimated Budget

### Preschool Pool Estimated Expenditures:

Personnel Costs *	\$	1,555,572
<i>- salaries/benefits/subs for teachers, aides, admin, and secretaries</i>		
Related Services	\$	786,601
<i>- salaries/benefits for psych, speech, and nurse</i>		
Services & Materials	\$	166,523
<i>- OT, PT, SLP, Internet, Progress Book, Utilities, Rentals, etc.</i>		
Professional Development/Mileage	\$	12,950
Supplies, Software & Equipment	\$	23,500
Admin Fee (does not include Dalton Non-Member Fee)	\$	93,930
<b>Total Estimated Expenditures</b>	<b>\$</b>	<b>2,639,075</b>

### Estimated Revenue:

ECSE Handicapped Preschool Grant	\$	106,899
Tuition Paid by Parents	\$	90,000
<b>Total Estimated Revenue</b>	<b>\$</b>	<b>196,899</b>

### Net Estimated Pool Cost

**\$ 2,442,176**

### Estimated ADM as of June 2023:

Chippewa	13
Dalton	12
Green	16
Northwestern	16
Norwayne	15
Orrville	20
Rittman	20
Southeast	14
Triway	22
Wooster	70
<b>Total Estimated ADM</b>	<b>218</b>

### Estimated Due Per School (amounts will vary from contract exhibit due to rounding):

Chippewa	\$	145,634
Dalton	\$	137,552
Green	\$	179,242
Northwestern	\$	179,242
Norwayne	\$	168,040
Orrville	\$	224,053
Rittman	\$	224,053
Southeast	\$	156,837



# EXHIBIT E

Triway	\$	246,458
Wooster	\$	784,185
	\$	<u>2,445,296</u>
Non-Member Fee - Dalton	\$	(3,120)
	\$	<u><u>2,442,176</u></u>

\*School Districts receive preschool funding directly through foundation settlements.

School Year 2022-2023	
FY23 Net Estimated Pool Cost	\$ 2,125,390
FY23 Total Estimated ADM	245



**TRI-COUNTY ESC 2023-2024 DISTRICT SERVICES EXHIBIT A**

**Green Local Schools**

**EXHIBIT E**

	UNIT DESCRIPTION	# OF UNITS	UNIT RATE	FY24 ESTIMATED PROGRAM COST
Handicapped Preschool	ADM	16	\$11,203	\$179,242
Fine Arts	per district	1	\$4,275	\$4,275
Gifted Classroom				\$0
Career Connections (To be paid through FY24 Career Awareness funds by the Wayne County Schools Career Center	per district	0	\$5,000	\$0
				\$ 183,517

**NET AMOUNT TO BE INVOICED 3 TIMES A YEAR IN ADVANCE** **\$ 183,517**

(August 40%, December 40%, and balance in June or September for true-up billing/credit for preschool)



**EXHIBIT B: Ohio Medicaid School Program****COST ESTIMATE FOR SPECIAL SERVICES PROVIDED BY TRI-COUNTY ESC**

The ESC shall contract with the district to serve as coordinator of services for the Medicaid School Program (MSP)

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**DISTRICT SERVED Green Local Schools**

**PERIOD OF SERVICE July 1, 2023 - June 30, 2024**

**DESCRIPTION OF SERVICE:** The ESC shall provide the following for the MSP services:

- Serve as single point of contact for communications and services
- Complete Ohio Medicaid School Program revalidation process for the district
- Schedule and coordinate MSP training to school and ESC personnel, including web-based electronic documentation
- Coordinate and assist staff in obtaining a National Provider Identification number
- Coordinate and assist staff in obtaining a Medicaid Provider number
- Provide unlimited support to staff participating in the MSP
- Monitor staff participation in the MSP so district maximizes full potential reimbursement
- Provide required MSP Parental Consent form and Annual Notice to district
- Coordinate and assist with completion of required cost report and audits
- TCESC is required to comply with the requirements of 45 CFR 164.504(e) (1) for safeguarding and limiting access to information concerning beneficiaries
- TCESC will allow representatives of the U.S. Department of Human Services, ODJFS, ODE, or their respective designee, access to the subcontractor's books, documents and records
- TCESC acknowledges that they or their principles are not suspended or debarred
- Vendor will comply with the requirements of 45 CFR 164.504(e) (1) for safeguarding and limiting access information concerning beneficiaries
- Vendor will allow representatives of the U.S. Department of Human Services, ODJFS, ODE, or their respective designee access to the subcontractor's books, documents and records
- Vendor acknowledges that they or their principles are not suspended or debarred

**ESTIMATED COST OF SERVICE**

District will be billed quarterly 7% of the cash receipts the district collects for MSP services, plus 3% service fee.





EXHIBIT D - IB Program

**COST ESTIMATE FOR EDUCATIONAL SERVICES PROVIDED BY TRI-COUNTY ESC**

The ESC shall serve as fiscal agent and shall pay all local expenses involved in the programs including salary, fringe benefits, transportation allowance, office expenses, meeting expenses, supplies, equipment if applicable, and any other costs incurred in the operation of the program(s) itemized below:

**District Served:** Green Local Schools

**Period of Service:** 2023-2024

**Description of Service:** IB Program

**Estimated Cost per Pupil:** \$ \$15,629

**Estimated Cost of Service:** \$ \$31,258

**Note:** Final true-up will be in October 2024

Green	Grade		Total Fee
[REDACTED]	12	1	\$ 15,629
	12	1	\$ 15,629
	<b>Totals</b>		<b>2</b>







**EXHIBIT H (Math Coaching) – SPECIAL SERVICES**

**COST ESTIMATE FOR SPECIAL SERVICES PROVIDED BY TRI-COUNTY ESC**

**District Served:** Green Local Schools

**Description of Service:** Math

**Period of Service:** 2023-2024

**Name:** Jill Kelly

**Estimated Cost of Service:** \$500 per day as needed

**Note:** We may have an additional math coach (TBD)available

