

**R.C. 3313.845
BUCKEYE LOCAL SCHOOLS DISTRICT
SERVICE AGREEMENT**

This R.C. 3313.845 Client School District Agreement (“Agreement”) is made by the Buckeye Local School District Board of Education (“Board” or “District”) and the Educational Service Center of the Western Reserve Governing Board (“ESC”).

The ESC desires to enter into this Agreement in compliance with R.C. 3313.845 and to provide the services outlined herein. This Agreement will be filed with the Ohio Department of Education and Workforce (“ODEW”) by July 1, the year of execution, and amended as needed.

In consideration of the promises contained herein, the ESC and Board agree as follows:

1. TERM

The ESC and Board shall adopt resolutions ratifying this Agreement for the following term: July 1, 2026 – June 30, 2027.

2. R.C. 3313.845 PROGRAMS AND SERVICES

During the term of this Agreement, the Board engages the ESC to provide services pursuant to R.C. 3313.845. The ESC provides the following types of services, outlined below. The ESC agrees to provide the District only those services selected by the District in the Service Checklist attached as Appendix A to this Agreement and in accordance with any applicable Service Addendums created during the term of this Agreement.

- Cooperative Programs (cost share on per student basis of the total cost to operate),
- Fixed Cost Programs (billed at a predetermined rate),
- Excess Cost Program (billing offset by tuition, grants, etc.; District is responsible for the excess cost): excess fees will be determined when the final budget is available.
- Special Programs (Specific programs unique to the district; cost provided at the time of the service request) or
- Staffing Services - Employment and assignment of individuals to the District.

The District acknowledges that estimated costs of programs and services for the upcoming school year have been provided. The District is responsible for and agrees to pay the actual cost of programs and services as invoiced by the ESC.

2.1 COMPENSATION

If the District is a single program participant, the District agrees to pay for the services provided by the ESC under this Agreement by Direct Billing.

If the District is a multi-program participant, the District agrees to pay for all programs and services provided by the ESC under this Agreement using one of the following options:

- Direct Billing** - If Direct Billing is selected, the District shall issue payment to the ESC, as this section outlines.
- Foundation Deduct** - If Foundation Deduct is selected, the District shall issue payment to the ESC as this section outlines. Foundation Deduct is only available for Districts selecting multiple programs.

2.2 COOPERATIVE PROGRAMS

The cost for Cooperative Programs, as outlined in the Checklist, shall be determined by dividing the total cost by the number of participating student days unless otherwise specified in this Agreement. Program costs include, but are not limited to, salaries, fringe benefits, and retirement benefits for teachers, paraprofessionals, and related service providers. Expenses include but are not limited to substitute teachers, staff training,

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supplies, materials, equipment, technical services, and facility rent. Related service providers' costs required for specific student needs are not included in program costs, which must be separately arranged and billed. Examples included but are not limited to vision services, nursing services, etc. Billing for Cooperative Programs shall be based on each student's daily participation from the first day of attendance until the official withdrawal date. Partial attendance on any day shall be billed as a full day. Additional costs for individual student needs (e.g., paraprofessionals, special equipment, transportation, or van aides) shall require District approval or inclusion in the student's Individualized Education Program. These services will be billed monthly.

2.3 PER DIEM BILLING FOR SERVICES

Certain services in the Checklist will be billed at an average per diem rate. This rate is calculated by dividing the ESC's total cost for providers by the total contracted provider days. Monthly invoices will reflect these costs, which include salaries, fringe benefits, and other employment-related expenses.

2.4 SEVERANCE COSTS

The District agrees to cover severance costs for ESC employees as follows:

- Cooperative Programs, Related Services, and Special Programs: The severance costs will be added to the total cost of the applicable program or service for the following school year.
- ESC Employees Assigned to the District: The District shall reimburse the ESC for its pro-rata share of the employee's severance cost based on the employee's assigned time in the District.
- Staffing Services: The District agrees to pay all costs for ESC personnel assigned to work in the District, including salaries, benefits, and all other expenses.

2.5 PAYMENT TERMS

Direct Billing - Payments are due within 30 days of invoice receipt. Unpaid invoices beyond 60 days will incur a 5% late fee. Invoices unpaid after 90 days will incur an additional 10% late fee, with another 10% late fee applied monthly thereafter.

Foundation Deduct - By September 30 each year, the ESC shall provide an estimated cost of services. The District will authorize payment of this estimated amount through state foundation deductions by submitting the necessary documentation to ODEW. The District agrees to pay any excess costs immediately upon receiving an invoice from the ESC, subject to the same late fee terms as Direct Billing. If the actual service cost is lower than the estimated amount, the ESC shall credit the District for the difference, which will be applied to the next school year's services. The ESC shall issue a direct reimbursement if no services are utilized the following year.

Additional Services - The District may request additional services from the ESC. These services may be billed directly or via foundation deductions through a revised Agreement submitted to ODEW.

4. SERVICE DELIVERY

The ESC will exercise independent professional judgment and determine how non-cooperative programs and services are rendered. Unless otherwise agreed, individuals performing services under this Agreement will remain ESC employees or contractors, with the ESC responsible for all payroll functions (e.g., retirement contributions, legal withholdings, payroll taxes). The ESC is responsible for training and direct supervision of its employees, providing services to the District, and ensuring compliance with applicable laws, rules, and regulations. While the ESC will attempt to accommodate specific provider requests, it reserves the right to change providers.

5. EVALUATIONS

Personnel serving individual classroom units will be directly supervised by the designated ESC supervisor,

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who will collaborate with building-level administrators. Evaluations will be conducted according to ESC policies. ESC employees serving multiple classrooms will be evaluated under the direction of the ESC Superintendent. Teacher evaluations will comply with applicable laws. The ESC is not responsible for evaluating District personnel working in ESC-operated programs. The District is solely responsible for evaluating personnel hired through the ESC and assigned to the District, per R.C. 3319.01, 3319.02, 3319.11, 3319.111, and other relevant Ohio Revised Code provisions. The District is also responsible for any consequences, such as costs associated with contract renewals due to a failure to evaluate ESC-hired personnel assigned to the District. The ESC must be notified by March 15 for any contract non-renewal to meet R.C. 3319.

6. PROFESSIONAL CREDENTIALS

The ESC shall ensure that all individuals providing services under this Agreement obtain and maintain all required licensure and/or certification. The ESC will retain a copy of all credentials and licenses and make them available for inspection upon request by the District.

7. CRIMINAL RECORDS CHECKS

The ESC shall comply with all applicable criminal record and background check laws, including hiring restrictions imposed under R.C. Chapter 3319. All personnel providing services under this Agreement must meet these legal requirements before employment or assignment.

8. REPRESENTATIONS

The ESC represents and warrants to the District Board that it possesses the necessary expertise, licenses, permits, and capability to provide the services outlined in this Agreement. The ESC also covenants to exercise its best skill and judgment in performing the agreed-upon services.

9. CONFIDENTIALITY AND EDUCATION/STUDENT RECORDS

The District and the ESC acknowledge that, in fulfilling their obligations under this Agreement, both parties may have access to confidential and proprietary information, including student records protected by the Family Educational Rights and Privacy Act (FERPA) and Ohio law (collectively referred to as "Confidential Information"). See 20 U.S.C. § 1232g; 34 C.F.R. § 99.30; R.C. 3319.321.

10. MONITORING OF SCHOOL-ISSUED DEVICES

In accordance with R.C. 3319.327(D), both parties agree that any notice required to be sent pursuant to R.C. 3319.327(C) shall be the sole responsibility of the District. The ESC agrees to provide the District with the relevant information necessary to fulfill this Notice requirement.

11. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

Both parties agree to use Confidential Information solely to perform their obligations under this Agreement. Confidential Information shall not be disclosed to any third party without prior written consent from the disclosing party or, in the case of student information, the parent or eligible student. The obligation of confidentiality extends during and after the term of this Agreement.

12. EXCLUSIONS

Confidential Information does not include information that is publicly available other than through a breach of this provision; rightfully received from a third party without obligations of confidentiality; independently developed by the receiving party; known to the recipient before receipt from the disclosing party; or disclosed according to a court order, administrative agency directive, or other legal requirement.

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13. UNEMPLOYMENT

For any programs or services in which the District has elected to participate, the District agrees to pay its pro rata share of any unemployment benefits that may result from canceling them.

14. ADMINISTRATIVE FEE

The ESC shall assess an administrative fee of six percent (6%). This fee will apply to all supplies, materials, equipment, programs, services, and personnel purchased by the District under this Agreement.

15. TERMINATION

If the District chooses to withdraw from any program or service covered under this Agreement, it must provide written notice to the ESC by **February 1** of the year the Agreement expires.

16. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing, be deemed given when delivered via registered or certified mail, postage prepaid, be sent to the party's address listed below, or any updated address provided through written notice.

Notice Addresses:

If to the ESC:

Educational Service Center of the Western Reserve
% Treasurer and Superintendent
8221 Auburn Rd.
Painesville, Ohio 44077

If to the District:

Buckeye Local Schools
% Treasurer and Superintendent
3436 Edgewood Drive
Ashtabula, Ohio 44004

A change of address will only become effective upon receipt of written notification by the other party.

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Ohio, with venue in Lake County, Ohio. If any provision of this Agreement is deemed invalid or unenforceable under law, the remaining provisions shall remain in full force and effect.

18. FORCE MAJEURE

Neither party shall be considered in breach or default of this Agreement due to delays or failure in performance caused by acts of God, governmental actions, wars, riots, strikes, accidents, or other causes beyond its control.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and shall not be amended except in writing and signed by both parties. If federal, state, or local laws or ODEW guidelines mandate changes, the Agreement may be amended through mutual consent. Any discharge of this Agreement shall only occur through performance as agreed or by a signed writing.

20. BENEFITS AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either party without prior written consent, except as required by R.C. 3311.053.

21. WAIVER OF BREACH

A waiver of any breach or violation of this Agreement by either party shall not be construed as a waiver of any

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subsequent breach or violation.

22. INSURANCE AND RESPONSIBILITY

Each party shall be responsible for claims of loss, personal injury, death, or property damage arising from their employees' or agents' acts or omissions under applicable law and maintain adequate insurance or self-insurance coverage to fulfill these responsibilities. The ESC shall remain solely responsible for its employees, including supervisors, program staff, and others providing services under this Agreement. ESC employees are not considered District employees for any purpose, including eligibility for the District's group health plan. The ESC is responsible for ensuring compliance with the Affordable Care Act, including offering group health plans to its employees when required. If litigation arises due to the ESC's services, the ESC and the District shall bear their own attorney fees and costs. The District will cover expenses related to due process hearings brought by a student (or parent/guardian) enrolled in a Cooperative Program, including the hearing officer, court reporter, and attorney fees.

23. MEDICAID SCHOOL PROGRAMS

All approved related services contracted through the ESC shall participate in Ohio's Medicaid School Program when possible. The ESC shall: 1. Comply with 45 C.F.R. § 164.504(e)(1) to safeguard beneficiary information. 2. Allow the U.S. Department of Human Services, Ohio Department of Medicaid, or ODEW representatives to access books, documents, and records. 3. Ensure that neither the ESC nor its principals are suspended or debarred.

24. CANCELLATIONS OF SERVICES/PROGRAMS

The ESC reserves the right to cancel services or programs if an insufficient number of districts elect to participate or the ESC faces discontinuation or reduction of funds. The ESC will provide notice of cancellation to the District.

25. BINDING EFFECT

This Agreement shall only become binding once it has been adopted by both the District and the ESC in public session and executed by the parties. The Agreement shall be valid upon filing with ODEW in accordance with R.C. 3313.845.



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IN WITNESS THEREOF, the District and ESC hereto have set their hands.

FOR BUCKEYE LOCAL SCHOOLS DISTRICT BOARD OF EDUCATION:

District Board President (In Official Capacity Only) * Date

District Superintendent (In Official Capacity Only) Date

District Treasurer (In Official Capacity Only) Date

FOR THE EDUCATIONAL SERVICE CENTER OF THE WESTERN RESERVE GOVERNING BOARD:

ESC Board President (In Official Capacity Only) * Date

ESC Superintendent (In Official Capacity Only) Date

ESC Treasurer (In Official Capacity Only) Date

*This Agreement has no legal effect absent Governing Board action.

Attachments: District Resolution No. _____
ESCWR Governing Board Resolution No. _____



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R.C. 5705.41 AND R.C. 5705.412 CERTIFICATE - District

We certify that the District has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes, including the renewal or replacement of existing levies, which, when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the District Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for the number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or the process of collection to the credit of an appropriate fund free from any previous encumbrances.

District Treasurer (In Official Capacity Only)

District Superintendent (In Official Capacity Only)

District Board President (In Official Capacity Only)

R.C. 3313.845 VERIFICATION - ESC

I hereby certify that a copy of this Agreement was sent to the Ohio Department of Education and Workforce via Electronic Submission on _____.

ESC Treasurer (In Official Capacity Only)

ESC Superintendent (In Official Capacity Only)



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ESCWR Service Elections

Buckeye Local School District • 2026-2027

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Prepared by Jessica Dowd <jdowd@escwr.org>

SAIL Program Grades K-12

Category	Service	Qty	Unit
SAIL Program Grades K-12	Elementary		students
SAIL Program Grades K-12	Middle		students
SAIL Program Grades K-12	High		students

Transportation

Category	Service	Qty	Unit
Transportation	Transportation Services – Rates available upon request		

Buckeye Local School Category/Description	Contract Expiration		2026		Contract Type	845	Admin Fee 6%	Total Est. Cost	Notes
	FY27		Quantity	Unit					
SAIL			1	FTE Student	\$63,500.00	\$63,500.00	\$3,175.00	\$66,675.00	
SAIL 1:1 Paraprofessional Transportation			1	FTE Staff Program	\$57,000.00	\$57,000.00	\$3,420.00	\$60,420.00	Not listed on Insight- based on IEP
			1		\$12,000.00	\$12,000.00	\$720.00	\$12,720.00	Estimating Annual total- thru March invoiced \$9,602.00
					\$0.00	\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	\$0.00	
					\$132,500.00	\$132,500.00	\$7,315.00	\$139,815.00	