



SENECA COUNTY OPPORTUNITY CENTER

780 E. Co. Rd. 20 • Tiffin, Ohio 44883 • Phone: 419.447.7521 • Fax: 419.448.5294

Community Advocacy & Supports
Service & Support Administration
School of Opportunity
Early Intervention

August 25, 2024

Gerald Nadeau, Superintendent
Tiffin City School District
244 S. Monroe St.
Tiffin, OH 44883

Dear Mr. Nadeau:

Enclosed you will find the 2025-2026 Agreement between the Seneca County Board of Developmental Disabilities and Tiffin City School District.

Also included:

Exhibit One: lists the students attending the School of Opportunity from your district and states that there will be a reimbursement request for related services.

Exhibit Two - Ten: lists students attending the School of Opportunity from your district that have a one on one student aide written into their Individualized Education Program (IEP) and there will be a reimbursement request for this service.

We have contracted with the ESC to employ the one on one positions, as we have found that contracting with the ESC is the most effective way to reduce the overall costs of the one on one position to each district. As we have previously discussed, the increased need of one on one aides and Insurance costs have led us to contract with the ESC.

If, upon review, you have any questions regarding the enclosed information, please contact me at 419-447-7521. Once the documents are signed, retain copies for your records and return the originals to me.

Thank you for your prompt attention to this matter.

Sincerely,

Lewis Hurst
Superintendent

enclosures

2025 - 2026
AGREEMENT BETWEEN THE SENECA COUNTY
BOARD OF DEVELOPMENTAL DISABILITIES
and
TIFFIN CITY SCHOOLS

I. PREAMBLE

Whereas, the Seneca County Board of Developmental Disabilities ("the Seneca CBDD") is authorized pursuant to Ohio Revised Code 5126.05(A)(4) to provide or contract for special education services and ensure that related services are available according to the plan and priorities of such board,

Whereas, the Seneca CBDD is, pursuant to Ohio Revised Code Sections 3323.021 (effective September 16, 1998) and 5126.04(D) and (E), electing to participate in the provision of educational services directly or by contracting for the provision of such services, to the extent and according to the terms indicated in this agreement.

Whereas, Ohio Revised Code 5126.05(C) permits and authorizes county boards of developmental disabilities to enter into contracts and agreements with public or private agencies or organizations of the same or another county to provide facilities, programs, and services authorized or required upon such terms as may be agreeable.

Whereas, the Tiffin City Schools desire to participate with the Seneca CBDD in the provision of services upon the terms stated herein,

Therefore, the Seneca CBDD and Tiffin City Schools hereby agree as follows:

II. OBLIGATIONS

- A. The parties agree that the Seneca CBDD will not provide services directly or by contract to any individual unless the Seneca CBDD has determined the individual to be eligible for its services and to be multihandicapped as that term is used in Title 33 of the Ohio Revised Code.
- B. With regard to each child determined eligible in accordance with paragraph II(A) above, Tiffin City Schools agree to notify the Seneca CBDD of every educational planning meeting concerning such child, including all Individual Education Plan ("IEP") conferences. The Seneca CBDD has the right to have a representative attend all such conferences and the Seneca CBDD shall be permitted to be a signatory to any document, such as an IEP, where the resources of the Seneca CBDD may be affected. Provided that this paragraph shall have no effect unless and until the Seneca CBDD has notified Tiffin City Schools that the Seneca CBDD has determined the individual to be eligible for services pursuant to this agreement and that the Seneca CBDD may be providing services to such individual.
- C. The Seneca CBDD may charge Tiffin City Schools for services provided by the Seneca CBDD directly or by contract only if Tiffin City Schools agree in writing to pay for such services. Such agreement may be evidenced by an Exhibit to this contract which shall be affixed hereto and is specifically made a part hereof or, if such agreement is entered into after the effective date of this agreement, such agreement shall be considered an addendum to this agreement and shall be subject to the terms of this agreement. All addendums to this agreement must contain a fiscal certificate as required by Paragraph IV of this agreement.
- D. The Seneca County board will provide services as identified in the IEP that was agreed upon by Tiffin City School district in the IEP. The services included in that IEP will be signed off and approved by the Tiffin City School Liaison during the IEP process. These individualized services will be billed to the Tiffin City school district. These services include therapies, One on One aids

and adaptive equipment that is utilized by the children for educational services. Individualized Special Adaptive Equipment will be purchased by the Tiffin City school district. These services and items must be approved in the IEP process. Tiffin City Schools will cover the cost of these individualized services.

- E. If the Seneca CBDD intends, during the next school year, to increase the amount it charges for some or all of the services for which Tiffin City Schools has agreed to pay or if the Seneca CBDD intends to cease offering all or part of any services provided, the Seneca CBDD shall notify Tiffin City Schools of such intention no later than the first day of March of the current fiscal year. In addition, some cost increases will be driven by the Individual Education Plan (IEP) and notification will be provided thru the IEP process. The Seneca CBDD shall make no changes of the type indicated in this paragraph if such notice is not provided.
- F. If Tiffin City Schools intend to cease obtaining any or all services it obtains from the Seneca CBDD for the next school year or intends to change the type or amount of services it obtains from the Seneca CBDD for the next school year, Tiffin City Schools shall notify the Seneca CBDD of such intention no later than the first day of March of the current fiscal year. Tiffin City Schools shall make no changes of the type indicated in this paragraph if such notice is not provided.
- G. The parties shall collaborate with each other and other applicable government entities to maximize sources of revenue, including federal sources of revenue such as the Community Alternative Funding System of the Medical Assistance Program established under Chapter 5111 of the Ohio Revised Code, in order to provide additional funds for special education services including special education related services. The parties shall document their respective efforts to maximize sources of revenue for special education services and promptly make such documentation available, upon request, to each other.
- G. If Tiffin City Schools is reimbursed by any source for any services provided by the Seneca CBDD during the term of this agreement and Tiffin City Schools are not otherwise obligated to pay the Seneca CBDD for such services, Tiffin City Schools shall remit to the Seneca CBDD the amount of such reimbursement within 30 days of the receipt of such reimbursement by the Tiffin City Schools.
- H. The Seneca CBDD agrees to comply with all applicable federal and state laws and regulations pertaining to services provided by the Seneca CBDD pursuant to this agreement. The Seneca CBDD recognizes the Tiffin City School District Board of Education's legal obligation to provide a free and appropriate education to eligible individuals.
- I. The Ohio Department of Education has based the weighted per pupil funding for Board of Developmental Disabilities on the student counts of the 1997-1998 school year.

As written in JB770: If any district places with a County DD Board more handicapped children than it has placed with a County DD Board in fiscal year 1998, the Department shall not make payment for the number of children exceeding the number placed in fiscal year 1998. The Department instead shall deduct from the District's payments under this chapter, and pay to the County DD Board, an amount calculated in accordance with the formula for each child over the number of children placed in fiscal year 1998.

Tiffin City Schools shall notify the Ohio Department of Education of enrollment numbers at the Seneca CBDD and shall ensure that the student count is accurate.

III. FURTHER TERMS

- A. Agreement to be Bound: The parties agree to be bound by all the terms of this agreement including the Preamble thereto.

- B. Term: This agreement shall be effective from July 1, 2025 through June 30, 2026, unless extended, modified or terminated as hereinafter provided.
- C. Termination: This agreement may be terminated prior to the expiration of the term hereof as follows:
1. Termination by Agreement: In the event the Seneca CBDD and Tiffin City Schools shall in writing mutually agree to terminate this agreement, this agreement shall be terminated on the terms and on the date stipulated therein.
 2. Termination for Good Cause: Both parties hereby agree to attempt to settle disputes over obligations set forth in this agreement as reasonably and promptly as possible; however, this agreement can be terminated by either party for cause provided that either party provide written notice to the other party of the defaults that are claimed to have occurred and give that party thirty (30) days within which to cure such defaults. In the event that the defaults are not cured within the thirty (30) day period, notice in writing shall be given to the defaulting party and this agreement shall terminate ten (10) days from the date of such notice.
- D. Amendment; Modifications; Extensions: This agreement may be amended, modified or extended by the mutual agreement of the parties hereto in a written amendment or addendum to be attached to and incorporated thereby into this agreement.
- E. Notices: All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by between:

Lewis Hurst, Superintendent
Seneca CBDD, 780 E. CR 20, Tiffin, OH 44883
and

Gerald Nadeau, Superintendent
Tiffin City Schools, 244 S. Monroe Street, Tiffin, OH 44883

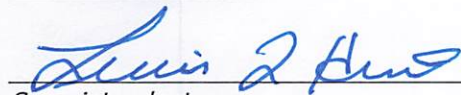
- F. Entire Agreement: This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding.
- G. Assignment: Neither party shall assign any rights or obligations under this agreement without the written consent of the other party.
- H. Governing Law: The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio.
- I. Legal Construction: In the event that any one or more of the provisions contained in this agreement 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 provision and this agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- J. Signature Indicates Authorization: The below individuals state that they have been duly and lawfully authorized to sign this agreement and to bind by their signature the Seneca CBDD or Tiffin City Schools as the case may be.

IV. CERTIFICATION BY SCHOOL DISTRICT REQUIRED

Notwithstanding any other provision of this agreement, this agreement is of no force or effect and the Seneca CBDD will take no actions in furtherance of this agreement until and unless the relevant provisions of Ohio Revised Code 5705.412 have been complied with. **A fiscal certificate of sufficient funding signed by the Tiffin City School District Board of Education Treasurer, President and Superintendent must be affixed to this agreement or this agreement is of no force or effect.**

V. SIGNATURE

For the Seneca CBDD



Superintendent

8-25-25

Date



President

8-25-25

Date



Director of Business Operations

8/25/25

Date

For the Tiffin City School District

Superintendent

Date

President

Date

Treasurer

Date