

Date _____



MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

GALION CITY SCHOOLS DISTRICT BOARD OF EDUCATION

R.C. 3313.845 Service Agreement 2017-2018 (REVISED)

This AGREEMENT ("Agreement") is made by the Galion City Schools Board of Education ("Board" or "District") and the Mid-Ohio Educational Service Center Governing Board ("Mid-Ohio ESC").

WHEREAS, the Mid-Ohio ESC is authorized to enter into agreements to provide services to the Board pursuant to R.C. 3313.845, payment of which shall be specified in this Agreement;

WHEREAS, the Board wishes to utilize the Mid-Ohio ESC's services during the term of this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. SERVICES

- a. During the term of this Agreement, the Board hereby engages the Mid-Ohio ESC to perform services required by the Board pursuant to R.C. 3313.845 and nothing in this Agreement shall be construed as an R.C. 3313.843 agreement.
- b. The Mid-Ohio ESC hereby represents and warrants to the Board that it has the necessary expertise, licenses, permits and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.
- c. The Mid-Ohio ESC provides the following services outlined below. The specific services to be provided to the Board, along with associated costs, are set forth on the Mid-Ohio ESC Service Cost Document, attached hereto and incorporated herein as Exhibit A.
 - ***Educational Consultant Services***
Educational Consultant Services will include district support/coordination of state and federally mandated curriculum and instruction decisions. The consultant may provide professional learning experiences, as well as chair grade-level meetings and support classroom teachers in content resources and curriculum alignment.

- ***Talented/Gifted Coordination Services***
The Gifted Coordination model provides districts with the organization and management of the gifted program at the district. Gifted coordinators work with individual teachers and grade-level teams to create lessons and focus on differentiated instruction. Testing, EMIS reports and WEP requirements are covered through this service. Pricing charges for this service are based on the actual costs of the coordinators after the state funding provided to the ESC is deducted and then shared with the participating districts.
- ***Special Education Consultant Services***
Special Education consultant services will include coordination of special education and related services to meet federal and state compliance requirements related to IDEIA at the district level. Services include monitoring rosters for timelines for initial evaluations and re-evaluations, managing caseloads for related services providers, chairing ETR and IEP meetings, and consulting with teams to support effective practices to serve students with learning differences.
- ***Speech/Language Pathology Services***
Speech/Language Pathology services will include conducting requested initial evaluations and re-evaluations, developing treatment goals and monitoring/reporting progress, attending ETR and IEP meetings, and direct treatment of students in accordance with caseload limits allowed by rules of the Ohio Department of Education.
- ***School Psychology Services***
School Psychology services will include conducting requested initial evaluations and re-evaluations, attending ETR and IEP meetings, and participation in Intervention Assistance activities, in accordance with caseload limits allowed by rule of Ohio Department of Education. Additional services may include conducting functional behavior assessments, developing intervention plans, counseling of students, and consulting with teams to support effective practices to serve students with learning differences.
- ***School Psychology Assistant Services***
The School Psychology Assistant must be supervised by a licensed School Psychologist. They may administer assessments and coordinate/conduct re-evaluations that do not require the services of a licensed School Psychologist.

- ***Occupational Therapy Services***
Occupational therapy services will include conducting requested initial evaluations and re-evaluations, developing treatment goals and monitoring/reporting progress, attending ETR and IEP meetings, and direct treatment of students, in accordance with caseload limits allowed by rule of Ohio Department of Education. Licensed Occupational Therapists may also supervise the activities of a Certified Occupational Therapy Assistant.
- ***Physical Therapy Services***
Physical therapy services will include conducting requested initial evaluations and re-evaluations, developing treatment goals and monitoring/reporting progress, attending ETR and IEP meetings, and direct treatment of students, in accordance with caseload limits allowed by rules of the Ohio Department of Education. Licensed Physical Therapists may also supervise the activities of a Physical Therapy Assistant.
- ***Intervention Teachers***
Intervention teachers can be hired through Mid-Ohio ESC to provide instruction for students with disabilities as well as talented and gifted students. Pricing charges for this service are based on the actual costs of the teacher after any state funding provided to the ESC is deducted.
- ***Attendance Officer Services***
Attendance officers work with school personnel to follow up on students with high absence rates. This may include making phone calls, conducting personal visits, reporting to court officials or referring students to truancy agents.
- ***Tech Coach Services***
Tech Coaches provide a district with leadership in helping teachers integrate technology into their curriculum as required by the new content standards. They also assist teachers in looking at curriculum to find ways to help students become better digital citizens.
- ***Instructional Technology Consulting Services***
The technology department partners with a district to fully analyze the current technology infrastructure, including network, wireless network, devices, software, staffing, policies and future planning. This blueprint may be used to determine a need for staffing and technology changes as a district plans for the digital future.

- ***Behavior Intervention Services***
Behavior intervention services include consultation and direct service to district teams and students, including Functional Behavior Assessment, development/implementation/monitoring of Behavior Intervention Plans, delivery of professional learning and coaching/mentoring at the classroom or school level.

- ***Special Education Preschool Services***
Mid-Ohio ESC operates half-day preschools. Both typically-developing children, as well as those with a special need that affects their motor coordination, speech, language, hearing, sight or development, are encouraged to apply. Taught by a teacher with Early Childhood Teaching Certification, preschool classes include a foundation in literacy and language development, as well as an introduction to computers, art and physical education. Consulting services for districts operating "in-house" preschools are also available.

- ***Preschool Program:*** ☐ (✓ if applicable)
 - i. The Mid-Ohio ESC agrees to provide preschool special education and related services to District students who qualify for such services under the Individuals with Disabilities Education Improvement Act ("IDEA") and who are placed in the Preschool Program ("Program") by the District from July 1, 2017, through June 30, 2018.

 - ii. The Mid-Ohio ESC will bill the District twice per year (in January and May) for the special education services provided through the Program. The amounts billed will be determined proportionally based on the total cost of the Program and the number of students placed in the Program by the District. The District agrees to pay these amounts billed by the Mid-Ohio ESC directly to the Mid-Ohio ESC within 30 calendar days of the bill's date. The District also agrees to pay the Mid-Ohio ESC for all costs incurred in providing related services/therapy to students placed in the program by the District.

 - iii. The District further agrees to pay for: (1) any due process hearing costs, including, but not limited to, hearing officer, court reporter, and attorney fees for any due process that is brought by a District student (or the student's parent/guardian) enrolled in the Program; (2) the cost of transportation for all District students enrolled in the Program; and (3) any excess costs incurred in providing services above state standards for any District student enrolled in the Program.

- ***Futures Program Services:*** ☐ _____ (✓ if applicable)
 Mid-Ohio ESC's FUTURES program offers a positive solution for those students who struggle with emotional issues and find it difficult to achieve in a typical school setting.
 - i. The Mid-Ohio ESC agrees to provide special education and related services to District students who qualify as emotionally disturbed under the IDEA and who are placed in the Futures Program ("Futures") by the District from July 1, 2017, through June 30, 2018.
 - ii. The Mid-Ohio ESC will bill the District monthly from September 2017 through June 2018 for the special education services provided through Futures. The amounts billed will be determined proportionally based on the total cost of Futures and the number of students placed in Futures by the District. The District agrees to pay these amounts billed by the Mid-Ohio ESC directly to the Mid-Ohio ESC within 30 calendar days of the bill's date. The District also agrees to pay the Mid-Ohio ESC for all costs incurred in provided related services/therapy to students placed in Futures by the District.
 - iii. The District further agrees to pay for: (1) any due process hearing costs, including, but not limited to, hearing officer, court reporter, and attorney fees for any due process that is brought by a District student (or the student's parent/guardian) enrolled in Futures; (2) the cost of transportation for all District students enrolled in Futures; and (3) any excess costs incurred in providing services above state standards for any District student enrolled in Futures.
- ***Various Other Services***

2. TERM

The Mid-Ohio ESC and Board shall adopt a resolution ratifying this Agreement. This Agreement shall begin on July 1, 2017, and shall terminate on June 30, 2018.

3. COMPENSATION

- a. The cost of all services to be provided to the Board by the Mid-Ohio ESC, as provided in Section 1(c) of this Agreement, and specified in Exhibit A are estimated costs only. On an annual basis, the Mid-Ohio ESC will provide the Board with an invoice reflecting the actual cost of the services provided to the Board by the Mid-Ohio ESC under this Agreement. The actual cost of these services may be in excess of or less than the estimated cost.

- b. Based on the estimated cost of the services provided to the Board by the Mid-Ohio ESC, as provided in Section 1(c) of this Agreement, the Board agrees to pay the Mid-Ohio ESC the amount of **\$ 308,092** pursuant to R.C. 3313.845 or applicable law by having this amount deducted from the Board's state foundation payments and paid instead to the Mid-Ohio ESC by executing Exhibit A, attached hereto, and filing the same with the Ohio Department of Education. Both the Board and the Mid-Ohio ESC understand and agree that this amount is based on estimated costs only and shall be modified pursuant to Section 3(c) and/or 3(d) of this Agreement. In the event state law no longer allows payment to be made by having the Ohio Department of Education deduct the amount due and owing to the Mid-Ohio ESC under this section from the Board's state foundation payments and pay such amount directly to the Mid-Ohio ESC pursuant to R.C. 3313.845 or other applicable law, the Board agrees to instead tender the total amount due and owing to the Mid-Ohio ESC under this section directly to the Mid-Ohio ESC.
- c. By no later than March 31, the actual cost of services provided to the Board by the Mid-Ohio ESC under this Agreement ("True-Up") will be provided to the Board by the Mid-Ohio ESC. If the actual cost is less than or exceeds the estimated cost, the Board shall pay the Mid-Ohio ESC the actual cost by having this amount deducted from the Board's state foundation payments and paid instead to the Mid-Ohio ESC by executing a revised version of Mid-Ohio ESC Service Cost document evidencing the actual cost. This True-Up amount shall be paid in full to the Mid-Ohio ESC by June 30. In the event state law no longer allows payment to be made by having the Ohio Department of Education deduct the amount due and owing to the Mid-Ohio ESC under this section from the Board's state foundation payments and pay such amount directly to the Mid-Ohio ESC pursuant to R.C. 3313.845 or other applicable law, the Board agrees to instead tender the total amount due and owing to the Mid-Ohio ESC under this section directly to the Mid-Ohio ESC.
- d. The Board agrees to pay all expenses for personnel employed by the Mid-Ohio ESC and assigned to work in the District, including, but not limited to, salary, retirement, Medicare, unemployment, health insurance, severance, worker's compensation, and other fringe benefits.

4. LICENSURE/CERTIFICATION

The Mid-Ohio 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/licenses shall be maintained by the Mid-Ohio ESC for inspection, upon request, by the Board.

5. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Mid-Ohio ESC will ensure 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 R.C. Chapter 3319, are adhered to and satisfied.

6. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

- a. The Board and Mid-Ohio ESC acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the Board and Mid-Ohio ESC agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

7. UNEMPLOYMENT

The Board agrees to pay, for any programs or services in which it has elected to participate, the pro-rata share of any unemployment benefits which may become payable due to the cancellation of the service or program.

8. TERMINATION

The Board agrees to provide written notice of its desire to withdraw from participation in any one or more of the programs and/or services contracted for in this Agreement to the Mid-Ohio ESC no later than December 31, 2017, effective July 1, 2018.

9. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Mid-Ohio ESC:

Mid-Ohio Educational Service Center
c/o Linda T. Keller, Superintendent
890 West Fourth Street
Mansfield, OH 44906

If to the District:

Galion City Schools
c/o Mr. Jim Grubbs, Superintendent
470 Portland Way N.
Galion, OH 44833

10. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Richland County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

11. FORCE MAJEURE

Neither the Board nor Mid-Ohio ESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

13. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the Board and/or Mid-Ohio ESC are required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the Board and Mid-Ohio ESC.

14. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.

15. WAIVER OF BREACH

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

16. INSURANCE/RESPONSIBILITY

- a. Each party shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a lawsuit is brought against the Board and/or Mid-Ohio ESC as a result of the Mid-Ohio ESC's provision of services under this Agreement, the Board and Mid-Ohio ESC shall each be responsible for its own attorney fees and costs associated with such litigation.
- b. Any and all persons employed to perform work by the Mid-Ohio ESC, including but not limited to the supervisors, program staff, and/or other staff hired by the Mid-Ohio ESC and assigned work in the District are employed solely by and are the employees of the Mid-Ohio ESC only and, when working in this capacity, are not employed by or employees of the District. Moreover, work performed by any employee of the Mid-Ohio ESC is not considered to be performed on behalf of the District for the purpose of determining eligibility for coverage under the District's group health plan. As the employer, the Mid-Ohio ESC is responsible for offering Mid-Ohio ESC employees coverage under a group health plan that is affordable and provides minimum value, if required under the Patient Protection and Affordable Care Act.

17. COUNTERPARTS

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

18. BINDING EFFECT

This Agreement shall not be binding until adopted by the Board and Mid-Ohio ESC in public session and executed by the parties.

IN WITNESS THEREOF, the parties hereto have set their hands.

GALION CITY SCHOOLS
BOARD OF EDUCATION

By _____
President (In his/her official capacity only) _____ Date _____

And by _____
Superintendent (In his/her official capacity only) _____ Date _____

And by _____
Treasurer (In his/her official capacity only) _____ Date _____

* This Agreement has no legal effect absent Board action

MID-OHIO EDUCATIONAL SERVICE CENTER
GOVERNING BOARD

By _____
President (In his/her official capacity only) _____ Date _____

And by _____
Superintendent (In his/her official capacity only) _____ Date _____

And by _____
Treasurer (In his/her official capacity only) _____ Date _____

* This Agreement has no legal effect absent Governing Board action

Attachments: Board Resolution No. _____ (District)
Board Resolution No. _____ (Mid-Ohio ESC)

R.C. 5705.41 and R.C. 5705.412 Certificate

We certify that the Board 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 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 a 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 in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Treasurer
(In his/her official capacity only)

Superintendent
(In his/her official capacity only)

Date

Date

Board President
(In his/her official capacity only)

Date

R.C. 3313.845 VERIFICATION

I hereby certify that a copy of this Agreement was sent to the Ohio Department of Education via Regular U.S Mail on _____.

Superintendent (or designee), Mid-Ohio ESC



2017-2018 Services Form
Mid-Ohio Educational Service Center

EXHIBIT A (REVISED)

Client School District: Galion CSD

FY18 Initial Contract Amount: **\$ 308,092**

FY17 True-Up Amount: **\$ 169,814**

			2017-2018 Estimate		2016-2017 FINAL		
Service Type	District or MOESC Average	Rate	FTE Needed	Contract Amount	Rate	FTE	Contract Amount
General Educational Services							
Talented & Gifted Coordination							
Based on 12 Districts Participating Service level .50 FTE for EMIS reporting	Average	\$ 40,000	1.00	\$ 40,000	\$ 27,951	1.00	\$ 27,951
Special Educational & Related Services							
Speech/Language Pathology Services							
5 day / week (1.00 FTE) Julie Kruger (.60 FTE)	Average	\$ 79,404	0.60	\$ 47,642			
Intervention Specialist							
5 day / week (1.00 FTE) Kristy Grimwood (.60 FTE)		\$ 77,102	0.60	\$ 46,261			
Psychologist Assistant							
5 day / week (1.00 FTE) Cristina Pawsey (.80 FTE)	Average	\$ 70,374	0.80	\$ 56,299	\$ 68,093	0.40	\$ 27,237
Occupational Therapy							
5 day / week (1.00 FTE) Virginia Utz (.65 FTE) Katie Rehm (.60 FTE) Michelle Webb (.20 FTE)	Average	\$ 81,303	1.45	\$ 117,889	\$ 79,052	1.45	\$ 114,625

Total Contracted Services **\$ 308,092**

Final Total **\$ 169,814**

Contract Notes:

- *Gifted-no funding credit included in this estimate. Credit will be applied at True-Up.
- *Per Galion, .60 FTE Speech and Language Pathology services added for 2017-2018.
- *Per Galion, .60 FTE Intervention Specialist services added for 2017-2018.
 (Employment costs for the IS will increase and need to be adjusted at true-up. Employee is moving from bachelors salary schedule to masters salary schedule after course completion.)
- *Per Galion, Psychologist Assistant services increased from .40 FTE to .80 FTE.
- *Employment costs increased due to a base salary increase, insurance increase and staff changes included in the average calculation.