



**Service Agreement Between
MID-OHIO EDUCATIONAL SERVICE CENTER
GOVERNING BOARD**

and

MANSFIELD CITY SCHOOLS BOARD OF EDUCATION

**Pursuant to R.C. 3313.845
2023-2024 School Year**

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

WHEREAS, this is an agreement for the provision of services under R.C. 3313.845. This is not an alignment agreement pursuant to R.C. 3313.843(D).

WHEREAS, pursuant to R.C. 3313.845, the board of education of a city, exempted village, local, or joint vocational school district and the governing board of an educational service center **may** enter into an agreement under which the educational service center will provide services to the school District. Services provided under the agreement and the amount to be paid for such services shall be mutually agreed to by the district board of education and the service center governing board and shall be specified in the agreement. Payment for services specified in the agreement shall be made pursuant to the terms of that agreement. If specified in the agreement as the manner of payment, the department of education shall pay the service center the amount due to it under the agreement and shall deduct that amount from the payments made to the city, exempted village, local, or joint vocational school district under R.C. Chapter 3317.

WHEREAS, the Board desires to enter into an agreement with the ESC pursuant to R.C. 3313.845 for the provision of services as set forth in this Agreement.

WHEREAS, this Agreement shall be filed by the ESC with the Ohio Department of Education and may be amended from time to time.

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

1. PROGRAMS AND 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 as set forth in this Section below.

- ***Literacy Consulting Services***
Literacy consulting services are available to provide research based recommendations for districts to impact curriculum instruction and assessments at a pedagogical level therefore increasing student achievement.
- ***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.
- ***Principal Mentoring***
Principal mentoring is an individual mentorship program to provide meaningful scheduled support to principals. Benefits include one-on-one meetings in order to become familiar with OPES, OTES, state learning standards and state and federal Title and IDEA programs as well as other topics to help support them to be successful as an administrator.
- ***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.
- ***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.

D. The Board agrees to participate in the following Cooperative Program operated by the ESC (please check and initial if the Board will participate):

- ***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, 2023, through June 30, 2024.
- 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.

- ***Various Other Services as requested by the District***

2. TERM

The Mid-Ohio ESC and Board shall adopt a resolution ratifying this Agreement. This Agreement shall begin on July 1, 2023 and shall terminate on June 30, 2024.

3. COMPENSATION

- A. The Board will pay for all services provided by the ESC pursuant to this Agreement through Foundation Deduction.

- G. Throughout the term of this Agreement, the Board may find it necessary to request additional services from the ESC. The ESC may bill the Board for these additional services either directly or by having the amounts deducted from the Board's state foundation payments through the Board executing a revised version of Exhibit A incorporating the costs of the additional services and filing the same with the Ohio Department of Education.

4. DISTRICT LEADERSHIP TEAM CONTRACT MEETING

- A. The District Leadership Team includes (1) the Superintendent and Treasurer of each school district participating in cooperative services under this Agreement; (2) the Superintendent and Treasurer of any non-client school district that is both aligned with the ESC under R.C. 3313.843(D) **and** participating in cooperative services under this Agreement; and (3) the Superintendent and Treasurer of the ESC.
- B. Any member of the District Leadership Team may invite additional school personnel to a district contract meeting as the District Leadership Team deems appropriate.
- C. The District Leadership Team will meet at least annually to evaluate the Agreement and menu of services, discuss recommended revisions to the Agreement and menu of services, evaluate the ESC's delivery of services under the Agreement, discuss the placement of students in cooperative programs operated by the ESC, discuss the location of cooperative programs, identify training needs for all personnel delivering services in cooperative programs operated by the ESC, evaluate the effectiveness of each classroom unit and to develop improvement plans, identify strategies aimed at cost effective and efficient delivery of services, recommend the addition of classroom units or the reorganization of existing units, review the capacity of existing programs and anticipate the need for student placements or additional programs, review the availability and efficacy of utilizing participating district administrators to supervise cooperative programs, discuss the utilization of district-employed related service providers in Cooperative Programs, and discuss any other issues regarding the ESC's provision of services under this Agreement. The menu of services is provided on the Client Benefit Handout and Mid-Ohio ESC Contract Service Summary Handout. Any member of the District Leadership Team, as set forth in Section 4(A), may call additional meetings of the District Leadership Team if deemed necessary.

5. EVALUATIONS

All personnel serving individual classroom units will be directly supervised by the responsible ESC supervisor in conjunction with the building level administrators. Evaluations will be completed as guided by the policies of the ESC. All persons employed by the ESC to serve more than one classroom will be evaluated as directed by the ESC's Superintendent or designee. All teacher evaluations will be completed in compliance with applicable law. The ESC is not responsible for evaluating any Board personnel providing

10. ADMINISTRATIVE FEE

The ESC shall assess an administrative fee calculated at a percentage of the cost of all indirect personnel (excl. Superintendent, Treasurer and fiscal staff) employed by the ESC for the purpose of providing leadership and support services to the district and to the ESC staff providing direct services. (i.e. Directors, Admin Assistants, Tech staff). In addition, a fiscal fee shall be charged as a percentage of salary only, and included as a cost of employment along with retirement, Medicare and workers comp.

11. 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 April 1, 2024, effective July 1, 2024.

12. 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 Kevin Kimmel, Superintendent
890 West Fourth Street
Mansfield, OH 44906

If to the District:

Mansfield City Schools
c/o Stan Jefferson, Superintendent
856 Cook Road
Mansfield, OH 44901

13. 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.

14. FORCE MAJEURE

Neither the Board or 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.

- 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 Board. Moreover, work performed by any employee of the Mid-Ohio ESC is not considered to be performed on behalf of the Board for the purpose of determining eligibility for coverage under the Board'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.

20. MEDICAID SCHOOL PROGRAM

All approved related services contracted through the ESC will participate in Ohio's Medicaid School Program whenever possible. With regard to any therapy services provided by the ESC pursuant to this Agreement, the ESC (1) will comply with the requirements of 45 CFR 164.504(e) (1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

21. CANCELLATION OF RELATED SERVICE OR PROGRAM

The ESC reserves the right to cancel any one or all of the services and programs listed in Section 1 of this Agreement if an insufficient number of districts elect to participate in a particular program or related services, or if the ESC incurs a discontinuation or reduction of funds. Notice of such cancellation will be provided to the Board by the ESC.

22. COUNTERPARTS

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

23. 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.

STATE OF OHIO DEPARTMENT OF EDUCATION
OFFICE OF QUALITY SCHOOL CHOICE & FUNDING
Contract Amount for FY2024
Pursuant to O.R.C.3313.843, 3317.11 (B)(2) & (D)

ESC Name: Mid-Ohio ESC

ESC IRN: 123521

District: Mansfield City Schools

County: Richland

District IRN: 044297

The above-named parties have entered into a contract for services for fiscal year 2023-24 in the annual amount of \$ 1,498,010

We, the undersigned, understand that the above annual amount will be deducted from the state foundation payments of the school district and paid to the Mid-Ohio Educational Service Center on a semi-monthly basis throughout the fiscal year.

Stan Jefferson

Print District Superintendent Name

Stan Jefferson

District Superintendent Signature

8/9/23

Date

Tacy Courtright

Print District Treasurer Name

Tacy Courtright

District Treasurer Signature

8/9/2023

Date

Kevin D. Kimmel

Print ESC Superintendent Name

ESC Superintendent Signature

Date

Lorraine A. Earnest

Print ESC Treasurer Name

ESC Treasurer Signature

Date



2023-2024 Services Form
Mid-Ohio Educational Service Center

Exhibit A
"Estimate"
3.0

Mansfield CSD

		2022-2023 True-Up			2023-2024 Estimate				
Service Type	District or MOESC Average	Rate	FTE / Unit	Contract Amount	Rate	FTE / Unit	Contract Amount		
General Education Services									
<u>Leadership Development</u>									
Dr. Mark Burke (Team)	Unit	\$ 27,500	1.00	\$ 27,500	\$ 28,500	1.00	\$ 28,500		
<u>Teaching & Learning</u>		(Paid by Mid-Ohio Grant for FY23 & FY24)			(Paid by Mid-Ohio Grant for FY23 & FY24)				
Carrie Wood (Team)	Unit	\$ 26,000	0.00	\$ -	\$ 27,500	0.00	\$ -		
<u>Talented & Gifted Coordination</u>		(4.0 Units billed via Service Agreement)			(4.0 Units billed via Service Agreement)				
	Unit	\$ 19,400	2.50	\$ 48,500	\$ 25,000	2.50	\$ 62,500		
		(does include ESC funding credit)			(does NOT include ESC funding credit)				
Special Educational & Related Services									
<u>Special Education Coordinator(s)</u>									
Lori Brumenshenkel (K-3)	District	\$ 103,850	1.00	\$ 103,850	\$ 105,100	1.00	\$ 105,100		
Patrick Okyere (7-12)	District	\$ 108,820	1.00	\$ 108,820	\$ 110,200	1.00	\$ 110,200		
Jamie Spotts (Pre-K)	District	\$ 89,150	1.00	\$ 89,150	\$ 91,000	0.00	\$ -		
<u>Psychologist</u>					(billed under Service Agreement in FY24)				
Tricia Comerford	District	\$ 119,450	1.00	\$ 119,450	\$ 122,300	1.00	\$ 122,300		
Trudi Marrapodi	District	\$ 96,960	1.00	\$ 96,960	\$ 99,200	1.00	\$ 99,200		
Lizbeth Figueroa	District	\$ 94,140	1.00	\$ 94,140	\$ 95,220	1.00	\$ 95,220		
N/A	District	\$ 111,150	1.00	\$ 111,150	\$ -	0.00	\$ -		
<u>Special Ed Assessment Coord.</u>									
N/A	District	\$ 64,160	1.00	\$ 64,160	\$ -	0.00	\$ -		
<u>Speech/Language Pathologist</u>		\$ 71.70							
Jennifer Plant - 1.0 FTE	Average	\$ 100,630	4.40	\$ 442,772	\$ 104,300	3.80	\$ 396,340		
Courtney Kalman - 1.0 FTE									
Johanna Gilland - 1.0 FTE									
Angela Skinner - 0.8 FTE									
<u>Occupational Therapist</u>		\$ 71.10							
Melinda Wood - 1.0 FTE	Average	\$ 102,560	4.60	\$ 471,776	\$ 103,500	4.90	\$ 507,150		
Erica Lorenzen - 1.0 FTE									
Sarah Hoffman - 1.0 FTE									
Dr. Sarah Mace - .80 FTE									
Emily Dowdell - .80 FTE									
Amanda Miller - .30 FTE									
Leadership Unit Credit				\$ (27,500)	Leadership Unit Credit				\$ (28,500)
FY23 "True-Up"Amount:				\$ 1,750,728	FY24 "Estimate"Amount:				\$ 1,498,010

Contract Notes:

- * T&L - 4.0 Units - billed under a separate Service Agreement
- * SpEd Coordinators - N. Raphael & J. Spotts - billed under a separate Staffing Agreement
- * SLP's - S. Root (0.60 FTE) - billed under a separate Staffing Agreement
- * Safety Specialist - billed under a separate Staffing Agreement
- * Increase OT Service by .30 FTE
- * 5 days/week = 1 FTE
- * Staffing is subject to change due to re-assignments, resignations, new hires and district requests.