

MEMORANDUM OF UNDERSTANDING WITH MID-OHIO EDUCATIONAL SERVICE CENTER

This Memorandum of Understanding (MOU) is made and entered into by and between the Educational Service Center of Central Ohio (hereinafter the "ESCCO") and created under Chapter 3311 of the Ohio Revised Code, doing business at 2080 Citygate Drive, Columbus, Ohio 43219 and the Mid-Ohio Educational Service Center (hereinafter referred to as "DISTRICT"), doing business at 890 W. 4th St, Mansfield, Ohio 44903.

Pursuant to the Ohio Administrative Code (OAC) and rules promulgated by the Ohio Department of Education, the ESCCO is authorized to contract with public and private organizations for the purchase of goods and services. By entering into this Memorandum of Understanding, the DISTRICT agrees to comply with the terms of the MOU, all applicable federal, state, and local laws, rules, and regulations.

SCOPE OF WORK:

The District and partner district, Hillsdale Local Schools (hereinafter referred to as "Partner"), are committing to participation in the Ohio Materials Matter: K-8 Math Implementation Cohort 2 (hereinafter referred to as "Cohort 2") to help increase student access to High-Quality Instructional Materials (HQIM). As part of this initiative, the District and the Partner commit to participation in an **intensive one-to-one coaching** process for the 2023-2024 school year.

In conjunction with the Ohio Educational Service Center Association (hereinafter "OESCA"), the ESCCO will provide the District and the Partner as Cohort 2 members:

- Eight (8) coaching sessions *for ESC Leads ONLY* with **Instruction Partners** (1 hour per session)
- Quarterly ESC Collaborative Meetings *for ESC Leads ONLY* (1.5 hours per meeting)
- Fall and Spring Walkthroughs (1 day for each session per school)
- Fall and Spring Action-Planning (.5 day for each session per school)
- Fall and Spring Professional Learning (1 day each session per school)
- Winter and Spring Progress Monitoring (1.5 hours each session per school)

The ESCCO will pay the DISTRICT \$15,000 for participation in Cohort 2.

ARTICLE 1: TIME, DELIVERABLES, COMPENSATION, AND REPORTING

- A. **PURCHASE OF SERVICE:** Subject to terms and conditions set forth in this MOU, the ESCCO agrees to furnish those specific goods and services detailed in this MOU.
- B. **MEMORANDUM OF UNDERSTANDING PERIOD:** This Memorandum of Understanding shall be effective from July 1, 2023, through June 30, 2024. The Memorandum of Understanding may be extended upon the same terms and conditions set forth herein if there is mutual consent of the parties that is documented in writing, but such extension will be contingent on the availability of funding.

- C. **TERMINATION OF MEMORANDUM OF UNDERSTANDING (MOU):** This MOU may be terminated by the ESCCO with thirty (30) day written notice if the Ohio Department of Education (ODE) exercises its termination rights in Section VII (A) of the sub grant agreement with the ESCCO.
- D. **COST AND DELIVERY OF PURCHASED GOODS AND SERVICES:** Subject to the limitations specified in the scope of work above, the DISTRICT will receive compensation for participation in Cohort 2, not exceeding \$15,000.00.
- E. **ALLOWABLE COST:** ESCCO will pay and/or reimburse only those costs that are allowable under this agreement. In no event shall ESCCO pay or reimburse any amount in excess of the total value of the Memorandum of Understanding as specified in Article 1-D, *Cost and Delivery of Purchased Goods and Services*.
- F. **MONITORING AND EVALUATION:** The DISTRICT will monitor the manner in which the terms of the Memorandum of Understanding are being carried out and evaluate the extent to which the objectives are achieved. If the DISTRICT enters into a contract or service agreement with another entity, the DISTRICT also assumes the responsibilities to monitor the activities to ensure the funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contract or award agreements and that performance goals are achieved.
- G. **INVOICING:** The DISTRICT shall bill the Educational Service Center of Central Ohio, 2080 Citygate Dr., Columbus, OH, 43219 and the invoice shall be received by ESCCO no later than thirty (30) calendar days following the month of service of goods or other deliverables.

The invoice summary will show the date of the invoice and the period for which the goods and services were rendered. Invoices may be submitted only for actual goods and services provided during the effective dates of the MOU, not to exceed the number of units or the total dollar amount authorized by ESCCO, and must reflect the approved fixed unit cost for each unit of service or the actual dollar amount of reimbursable and administrative expenses, as appropriate.

The DISTRICT must certify that claims made to ESCCO for payment of purchased goods and services are for actual goods delivered and actual services rendered and are for the completion of contracted performance measures/standards. All invoiced reimbursable expenses must be verified by supporting documentation, such as payroll records and/or itemized receipts for expenditures.

ESCCO shall review the submitted invoice for completeness and accuracy before making payment within thirty (30) days after approval, contingent upon the availability of program funds. The expenditures reported on the invoice are subject to review by ESCCO before payment is made. The DISTRICT hereby authorizes ESCCO to adjust for mathematical errors, incorrect unit rates, or non-covered goods and services and agrees that ESCCO shall not reimburse the DISTRICT for goods and services that do not have prior authorization, exceed the authorization, or exceed the maximum dollar amount of the MOU.

ESCCO does not have the ability to compensate the DISTRICT for work performed under the Memorandum of Understanding after the purchase order for the Memorandum of Understanding has been closed. The final invoice for compensation of work performed under this Memorandum of Understanding must be received by ESCCO no later than August 1, 2024. Failure of the DISTRICT to submit the final invoice by this deadline will be deemed forfeiture and waiver by the DISTRICT for any claims for all remaining compensation due hereunder.

- H. **DUPLICATE INVOICING:** The DISTRICT certifies that any costs incurred under this Memorandum of Understanding shall not be chargeable to or included as a cost in any other financed program in either the current or prior period. Further, the DISTRICT warrants that claims made to ESCCO for payment of Purchased Goods and Services under this MOU shall be for actual goods delivered and services rendered to eligible individuals and do not duplicate claims made by the DISTRICT to other sources of funds for the same service.

- I. **REPORTING:** The DISTRICT will provide reports to ESCCO regarding Purchased Goods and Services provided on a schedule specified by ESCCO. Reporting may be required via electronic media. Reporting categories will be provided by ESCCO. The DISTRICT shall also submit a written report to ESCCO summarizing actual program expenses on a quarterly basis using the format provided by ESCCO. In addition, the DISTRICT will be required to submit supporting documentation of actual program expenditures. Each quarterly expenditure report is due no later than thirty (30) days following the end of the quarter.
- J. **ANNUAL RECONCILIATION:** A reconciliation will be completed by ESCCO no later than thirty (30) days following the end of the Memorandum of Understanding period. Actual costs must be reconciled against revenue received as evidenced by supporting documentation. Any funds received in excess of actual expenditures must be returned to ESCCO no later than sixty (60) days following the end of the Memorandum of Understanding period.
- K. **PUBLICITY:** In any publicity release or other public references including media releases, information pamphlets, etc., regarding the goods and services provided under this MOU, it will be clearly stated that the DISTRICT is solely responsible for selection, implementation, and monitoring of curriculum, resources, materials, activities, and events.

Educational Service Center of Central Ohio

Signature: David Varda

Name: David Varda

Title: Treasurer/CFO

Date: May 31, 2023

Mid-Ohio Educational Service Center

Signature: B. Kimmel

Name: Kevin P. Kimmel

Title: Supt.

Date: 6/1/2023