



**Service Agreement Between
MID-OHIO EDUCATIONAL SERVICE CENTER
GOVERNING BOARD
and
LUCAS LOCAL SCHOOL BOARD OF EDUCATION**

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

This AGREEMENT ("Agreement") is made by Lucas Local 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, Local, 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, Local, 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.

- 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.

- ***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, referring students to truancy agents, and attending intervention meetings, if requested.

- ***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.

- ***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.

- ***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.

- ***Instructional Technology Consulting Services***

The Mid-Ohio ESC technology department partners with a district to inventory and audit the current technology infrastructure, including servers, switches, wireless network, devices, software, staffing, e-mail archiving, policies and future planning. The process will consider the district strategic plan as well as gaps and concerns with the current environment. The Mid-Ohio ESC can also provide access to exciting equipment such as document cameras and Robots to address the identified gaps. This blueprint may be used to determine a need for staffing and technology changes as a district plans for the digital future.

- ***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.

- ***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.
- ***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 Intervention Specialist Licensure, 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.
- ***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.
- ***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.
- ***Tech Coach Services***
Tech Coaches provide a district with a valuable partner in helping teachers better understand how they can integrate technology into their curriculum to fully engage and excite their students. They also guide teachers as they review their curriculum to find new ways to help students become better digital citizens. Tech coaches will help to fully utilize the District's investment in technology by sharing best practices with your staff and encouraging their professional growth.

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.

B. Foundation Deduction

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.

- C. 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 **\$ 220,849.00** 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.
- D. On, or around March 1 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.
- E. The Board agrees to pay for any services or programs set forth in Section 1(C), above, as set forth in Section 1(C).
- F. 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, unemployment, retirement, Medicare, health insurance, severance, liability insurance, worker's compensation, and other fringe benefits.

- 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

services in ESC operated programs. The Board is also solely responsible for evaluating personnel hired through the ESC and assigned to the district, as listed in Section 1(E). Moreover, the Board shall be solely responsible for any consequences (e.g., costs associated with the renewal of employment contracts due to failure to evaluate) relating to the Board's failure to evaluate personnel hired through the ESC and assigned to the district, as listed in Section 1(E).

6. 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.

7. 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 in its hiring and employment of all personnel providing services under this Agreement.

8. 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.

9. 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.

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:

Lucas Local School
c/o Brad Herman, Superintendent
84 Lucas North Road
Lucas, OH 44843

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.

15. 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.

16. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto. 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.

17. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party unless otherwise required by R.C. 3311.053.

18. 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.

19. 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, except for personnel hired through the ESC and assigned to the District, as listed in Section 1(E), for whom the Board 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 these employees. 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. However, the Board shall be responsible for all 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 a Cooperative Program set forth in this Agreement.

- 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.

ESC Name: Mid-Ohio ESC

District: **Lucas Local Schools**


County: Richland

District IRN: 049445

The above-named parties have entered into a contract for services for fiscal year 2023-24 in the annual amount of **\$ 220,849**

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.

Bradley A. Herman
Print District Superintendent Name


District Superintendent Signature

6/20/23
Date

Eric Pickering
Print District Treasurer Name

Eric Pickering
District Treasurer Signature

6/20/23
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"**

Lucas LSD

		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	0.00	\$ -	\$ 29,000	0.00	\$ -
<u>Teaching & Learning</u>							
Carrie Wood (Team)	Unit	\$ 26,000	1.00	\$ 26,000	\$ 27,500	2.00	\$ 55,000
<u>Talented & Gifted Coordination</u>							
	Unit	\$ 19,400	1.00	\$ 19,400	\$ 25,000	1.00	\$ 25,000
		(add'l 0.5 Unit billed via Service Agreement)			(does NOT include ESC funding credit)		
		(does include ESC funding credit)					
Special Educational & Related Services							
<u>Psychologist</u>	\$ 75.50						
Susan Taylor	Average	\$ 110,190	0.40	\$ 44,076	\$ 115,500	0.40	\$ 46,200
<u>Speech/Language Pathologist</u>	\$ 71.70						
Wendi Ruhe	Average	\$ 100,630	0.40	\$ 40,252	\$ 104,300	0.40	\$ 41,720
<u>BCBA</u>	\$ 89.30						
Michaela Martin (Hermes)	Average	\$ -	0.00	\$ -	\$ 130,000	0.05	\$ 6,500
Other Services							
<u>Attendance Counselor</u>	\$ 58.70						
Steve Haverdill	Average	\$ 82,260	0.11	\$ 9,049	\$ 82,260	0.11	\$ 9,049
<u>Itinerant Preschool</u>							
April Thompson	Average	\$ 5,980	2.00	\$ 11,960	\$ 6,230	6.00	\$ 37,380
		(per seat)			(per seat)		
FY23 "True-Up"Amount:				\$ 150,737	FY24 "Estimate"Amount:		
					\$ 220,849		

Contract Notes:

- * T&L Units increased from 1.0 to 2.0
- * BCBA Services were added to District Contract
- * Preschool Itinerant seats increased from 2 to 6
- * 5 days/week = 1 FTE
- * Staffing is subject to change due to re-assignments, resignations, new hires and district requests.