



MID-OHIO EDUCATIONAL SERVICE CENTER GOVERNING BOARD

Elyria Schools

R.C. 3313.17 Service Agreement 2023-2024

This AGREEMENT (“Agreement”) is made by the Elyria Schools (“Client”) and the Mid-Ohio Educational Service Center Governing Board (“Mid-Ohio ESC” contract collaboration in ReadOhio Project).

WHEREAS, the Mid-Ohio ESC is authorized to enter into agreements to provide services to the Client pursuant to R.C. 3313.17, payment of which shall be specified in this Agreement;

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

NOW THEREFORE, in consideration of the coaching engagements contained herein the responsibilities and reporting structures as set forth in the table provided, the parties agree as follows:

1. SERVICES

- a. During the term of this Agreement, the Client hereby engages the Mid-Ohio ESC to perform services required by the Client pursuant to R.C. 3313.17.
- b. The Mid-Ohio ESC hereby represents and warrants to the Client 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’s duties shall be as follows:
 - 1) Reference Amendment: your signature acknowledges receipt of copy of the ReadOhio project supports.

2. TERM

The Mid-Ohio ESC shall adopt a resolution ratifying this Agreement. This Agreement shall begin on **September 1, 2023**, and shall terminate on **May 30, 2024** as calendared with the school.

3. COMPENSATION

- a. Not applicable. Covered by ReadOhio

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 partner school.

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 Client 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 Client 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. 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 Superintendent
890 West Fourth Street
Mansfield, OH 44906

If to the Client:

Elyria Middle School
c/o Superintendent Ann Schloss
42101 Griswold Rd
Elyria, OH 44305

8. 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.

9. FORCE MAJEURE

Neither the Client 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.

10. 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.

11. BENEFIT AND ASSIGNMENT

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

12. 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 Mid-Ohio ESC is required to amend the Agreement pursuant to a change in the Department of Workforce guidelines/deliverables or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the Client and Mid-Ohio ESC.

13. 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.

14. 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 Client and/or Mid-Ohio ESC as a result of the Mid-Ohio ESC's provision of services under this Agreement, the Client 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 Mid-Ohio ESC, including but not limited to the supervisors, program staff, and/or other staff hired by Mid-Ohio ESC and assigned work for the Client are employed solely by and are the employees of Mid-Ohio ESC only and, when working in this capacity, are not employed by or employees of the Client. Moreover, work performed by any

employee of Mid-Ohio ESC is not considered to be performed on behalf of the Client for the purpose of determining eligibility for coverage under the Client's group health plan. As the employer, 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.

15. COUNTERPARTS

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

16. BINDING EFFECT

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

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

Elyria Schools

By _____
(I affirm that I have authority to bind
Elyria Schools the terms of this Agreement) _____
Date _____

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: Board Resolution No. _____

Office Use Only Tracking -	____ Executive AA	____ HR	____ Director/Supervisor	____ Fiscal (payroll)	____ Treasurer
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FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This First Amendment to Agreement for Services (hereinafter "First Amendment") is made and entered by and between the **State of Ohio, Department of Education and Workforce** (hereinafter the "DEW"), located at 25 S. Front Street, Columbus, Ohio 43215, and, and **Mid-Ohio Ohio Educational Service Center** (hereinafter "Contractor"), located at **890 W. 4th Street, Mansfield, Ohio 44903** an Educational Service Center organized and in good standing under the laws of the State of Ohio. In consideration of the mutual promises and obligations contained herein, the parties agree by and between themselves to amend Agreement for Services EDU20240052 (hereinafter "Contract") as follows:

PROVISIONS

Contractor acknowledges and agrees to the terms below, which will modify, supplement and supersede the terms of the original Contract:

1. To amend the Appendix and add Appendix B (see attached) to the Agreement for Services.
2. All other terms set forth in the Contract except those expressly amended herein shall remain in full force and effect.

[Signatures on next page]

Contract Number: EDU20240052

NOW WHEREFORE, the parties have caused this First Amendment to be executed by its authorized representatives on the last day set forth below.

CONTRACTOR,
Mid-Ohio Ohio Educational Service Center

By: _____

Date: _____

Print Name: _____

STATE OF OHIO,
Ohio Department of Education and Workforce (the "Department")

By: _____
Jessica Spears Voltolini
Interim Director

Date: _____

Appendix B: ReadOhio Literacy Coaching Commitments

Contractor's coaching engagements shall include the following commitments:

- Ensure involvement and training of appropriate staff in targeted school(s);
- Ensure implementation of literacy evidence-based practices grounded in the science of reading within an MTSS framework;
- Ensure literacy achievement is a standing item on Building Leadership Team (BLT)/Teacher-based Team (TBT) agendas/Professional Learning Community Agendas (PLC) and/or Staff Meetings;
- Ensure access and use of data through a collaborative problem-solving model;
- Align resources (materials, personnel, fiscal) where necessary; and
- Fulfill two years of commitment to the ReadOhio Literacy Coach Initiative with the Ohio Department of Education and Workforce and the Educational Service Center (FY 24-FY25)

Contractor will ensure that coaching engagements include the responsibilities and reporting structures as set forth in the tables below:

Topic	Educational Service Center Commitment (in collaboration with the Ohio Department of Education and Workforce)	Educational Service Center (ESC) Literacy Coordinator/Coach Commitment	Building Commitment	Measure
Project Leadership	<p>The ESC will:</p> <ul style="list-style-type: none"> • Provide this literacy agreement outlining commitment of resources and support to partner districts and ongoing communication throughout the project. • Support implementation of evidence-based practices grounded in the science of reading in a multi-tiered system of support, coaching and technical support, based on district need. • Feedback to partner districts and building leadership on the effectiveness of program implementation, need for mid-course correction and evaluation. 	<p>The literacy coach/coordinator will:</p> <ul style="list-style-type: none"> • Provide systems and student-focused coaching support through a literacy coach. The ESC's Regional Literacy Coaching Coordinator will work with district and building leadership to directly manage the coach. • Support the implementation of evidence-based practices grounded in the science of reading through MTSS. 	<p>The district and building leadership will:</p> <ul style="list-style-type: none"> • Designate a building leader as the project lead for the ReadOhio literacy Coach Initiative (see Appendix A for description of project lead role). • Ensure implementation of literacy agreement and all ReadOhio Literacy Coach Initiative activities as outlined in this agreement. • Engagement and collaboration of the district's project leader. 	<ul style="list-style-type: none"> • Literacy Coach and Regional Coaching coordinator will complete weekly progress reports alongside data dashboard system. • Leadership satisfaction surveys.

Topic	Educational Service Center Commitment (in collaboration with the Ohio Department of Education and Workforce)	Educational Service Center (ESC) Literacy Coordinator/Coach Commitment	Building Commitment	Measure
Alignment to Multi-Tiered Systems of Support and Systems Coaching	<p>The ESC will:</p> <ul style="list-style-type: none"> • Provide ongoing communication and assistance to support alignment of school literacy improvement efforts and literacy practices. • The Department's Coaching Administrator will coordinate with partner ESCs and monitor coaching activities and outcomes. 	<p>The literacy coordinator/coach will:</p> <ul style="list-style-type: none"> • Support development and implementation of a multi-tiered system of supports for literacy • Provide support on developing an MTSS implementation guide aligned to the science of reading and the reading-tiered fidelity inventory. • Collaborative planning/problem solving and systems coaching between regional coaching coordinator, literacy coach, principal, and other relative staff. • Provide training in the Reading Tiered Fidelity Inventory and support for goal setting and implementation of activities to increase scores on identified sections and items. 	<p>The district and building leadership will:</p> <ul style="list-style-type: none"> • Collaborate with the ESC to target literacy as part of the district and school improvement plan. • Define strategies and action steps for targeted building(s) through development of an MTSS implementation guide aligned to the science of reading and Reading Tiered-Fidelity Inventory. • Ensure literacy is a standing item on BLT/TBT/PLC/Staff meeting agendas and provide literacy coach an opportunity to contribute. • If the district is required to submit a reading achievement or improvement plan, the district will integrate the ReadOhio initiative within that plan. • Implementation of literacy strategies and action steps for targeted building, within ongoing measurement of progress using the Reading Tiered Fidelity Inventory (as represented in school(s) MTSS guide) and coaching plans. See <i>Appendix B for RTFI example</i>. • Participation in the leveled coaching model; universal, self-guided, small group, one-on-one. See <i>Appendix C for description of coaching model</i>. • Collaborative planning between building leadership, general educators, special educators, and literacy coach to facilitate implementation of evidence-based language and literacy instructional practices. 	<ul style="list-style-type: none"> • Building Leadership Team participates/completes all tiers of the Reading Tiered Fidelity inventory. • Data will be uploaded to the MiMTSS system each fall and spring. • Literacy coach will complete systems coaching logs, submitted to the department weekly via data dashboard. • District and building satisfaction surveys. • Examination of progress monitoring data and use of protocols for students entering and exiting intervention. • Student literacy achievement data. Including RIMP data. • District/Building Literacy Plans.

Topic	Educational Service Center Commitment (in collaboration with the Ohio Department of Education and Workforce)	Educational Service Center (ESC)Coordinator/Coach Commitment	Building Commitment	Measure
Implementation Plan for a Multi-Tiered System of Supports (MTSS)	<p>The ESC will:</p> <ul style="list-style-type: none"> Provide training to the Regional Literacy Coach Coordinator and Literacy Coach on MTSS Implementation guide and coaching service delivery plan. 	<p>The literacy coordinator/coach will:</p> <ul style="list-style-type: none"> Facilitate a school-wide literacy needs assessment through the Reading-Tiered Fidelity Inventory. Provide support to the building leadership team in developing an MTSS Implementation guide. Support the MTSS Implementation guide through their coaching service delivery plan. Help to operationalize MTSS Guide and RTFI results into District/Building Literacy Plans. 	<p>The district and building leadership will:</p> <ul style="list-style-type: none"> Participates in a school-wide literacy needs assessment, through the Reading Tiered Fidelity Inventory, in each project year. Develop an MTSS Implementation guide that includes all learners. Ensures that the MTSS Implementation guide is aligned to district's literacy plan, building literacy plan and district/school's one plan/strategic plan. Implement and monitor progress of MTSS Implementation guide. 	<ul style="list-style-type: none"> Complete administration of all tiers of the Reading Tiered Fidelity Inventory, uploaded by the literacy coach to the MiMSS portal in Fall 2023 and each spring. Email MTSS Implementation guide and coaching plans to the ESC (Optional Fall 2023; required Fall 2024) Progress monitoring data on adult implementation. Use of decision rules in the implementation of MTSS. Evidence gathered during TBT. District/Building Literacy Plans.

Topic	Educational Service Center Commitment (in collaboration with the Ohio Department of Education and Workforce)	Educational Service Center (ESC) Literacy Coordinator/Coach Commitment	Building Commitment	Measure
Instructional Coaching	<p>The ESC will:</p> <ul style="list-style-type: none"> • Support funding for a ReadOhio coach • Provide professional learning, handbook, newsletters and staff surveys to support instructional coaching practices for Regional Literacy Coaching Coordinator and literacy coaches so they can coach all staff. • Provide aligned literacy coaching community of practice component as a part of the professional learning. 	<p>The literacy coordinator/coach will:</p> <ul style="list-style-type: none"> • Provide coaching, including observation and follow up, to support school leaders and teachers in the implementation of evidence-based literacy practices. • Provide coaching to support and develop the expertise of the building educators in the implementation of evidence-based literacy practices. • Survey staff to gauge needs and perceptions of building staff to support coaching plans. • Distribute and support monthly newsletter. 	<p>The district and building leadership will:</p> <ul style="list-style-type: none"> • Support and encourage all teachers to participate in the student-focused coaching process that includes relationship building, collaborative problem solving, professional learning, assessment, teaching, management, monitoring. • Promote staff to participate in surveys and read newsletter. • Support the implementation of evidence-based strategies grounded in the science of reading. • Support the de-select past practice that are not aligned to the science of reading. • Prioritize evidence-based strategies grounded in the science of reading, as a part of a collaborative decision-making process. • Designate time for teachers to engage in coaching and consultation with the literacy coach in a designated space. 	<ul style="list-style-type: none"> • Regional coaching coordinator and literacy coach will complete coaching logs (capturing information about the number and focus of each coaching session and support), submitted in data dashboard. • Use of Ohio's Coaching Model/handbook as logged in data dashboard. • Building survey data emailed to Department with coaching plan. • Satisfaction survey data. • Examination of progress monitoring data and use of protocols for students entering and exiting intervention. • Student literacy achievement data, including RIMP data.

Topic	Educational Service Center Commitment (in collaboration with the Ohio Department of Education and Workforce)	Educational Service Center (ESC) Literacy Coordinator/Coach Commitment	Building Commitment	Measure
Assessment	<p>The ESC will:</p> <ul style="list-style-type: none"> • Provide training and support to literacy coaches in the implementation of universal screening in literacy and additional tier 2 diagnostics as described in Ohio's Dyslexia Guidebook. 	<p>The literacy coordinator/coach will:</p> <ul style="list-style-type: none"> • Provide coaching and support to school leaders, building literacy coach, and teachers in the implementation and analysis of literacy assessments and support the creation of a decision-making process/rules. • Provide training on decision rule development using the district assessment(s) and alignment to instructional materials and interventions. • Provide training on effective assessment practices, such as benchmarking or progress monitoring. 	<p>The district and building leadership will:</p> <ul style="list-style-type: none"> • Trained staff will administer universal screening assessments and diagnostic assessments (as needed) and share data with ReadOhio coach. • Support training to staff in the implementation and analysis of literacy assessments including use of decision rules. • Provide coach with access to appropriate student data as a part of a collaborative decision-making model. 	<ul style="list-style-type: none"> • Complete administration of universal screening assessment to all students in identified grade level(s). • Submission of building decision rules/process to ESC. • Examination of progress monitoring data and use of protocols for students entering and exiting intervention. • Student literacy achievement data <p><u>K-3 schools only:</u></p> <ul style="list-style-type: none"> • Student literacy achievement data, including RIMP data. • TGRG and dyslexia screening data. • K-3 literacy measure.

Topic	Educational Service Center Commitment (in collaboration with the Ohio Department of Education and Workforce)	Educational Service Center (ESC) Coordinator/ Coach Commitment	Building Commitment	Measure
Use of High-Quality Materials and Evidence Based Strategies	<p>The ESC will:</p> <ul style="list-style-type: none"> • Provide guidance and support around the selection of HQIM. • Provide a walkthrough tool to support fidelity of implementation. • Train literacy coaches/coordinators on use of walkthrough tool. 	<p>The literacy coordinator/coach will:</p> <ul style="list-style-type: none"> • Use the results of the high-quality materials survey to support a materials audit and potential selection and deselection of current material in selected building(s). • The literacy coach/coordinator will support the use of the walkthrough tool. 	<p>The district and building leadership will:</p> <ul style="list-style-type: none"> • collaborate with literacy coach/coordinator in the creation and implementation of ELA/reading blocks that implement high quality instructional materials aligned to the science of reading in targeted building(s)/grade level(s). • Leadership and Literacy Coach/Coordinators will collaboratively support the implementation of a high-quality reading block by monitoring the fidelity of the use of the HQIM in selected grade levels via the walkthrough tool. 	<ul style="list-style-type: none"> • Uploaded walkthrough tools/results in data dashboard. • Documentation of observations in data dashboard. • MTSS implementation guide. • Baseline data collected through the state HQIM survey. • EMIS reporting of HQIM. • HQIM embedded in grade level decision rules. • HQIM embedded in District/Building Literacy Plans.

Topic	Educational Service Center Commitment (in collaboration with the Ohio Department of Education and Workforce)	Educational Service Center (ESC) Literacy Coordinator/Coach Commitment	Building Commitment	Measure
Professional Learning	<p>The ESC will:</p> <ul style="list-style-type: none"> • Provide training in the required literacy professional development under Ohio's Dyslexia Support Laws and House Bill 33 to literacy coach and coordinators. 	<p>The literacy coordinator/coach will:</p> <ul style="list-style-type: none"> • Support the facilitation and implementation of the required literacy professional development under Ohio's Dyslexia Support Laws and House Bill 33 	<p>The district and building leadership will:</p> <ul style="list-style-type: none"> • Include a professional development plan in the overall school improvement plan. • Support professional learning by acting as an active participant. • Support professional learning through time and resource allocation. 	<ul style="list-style-type: none"> • Completion of required professional learning as documented in data dashboard system via attendance. • Evidence of a professional learning plan embedded in the District/Building literacy plans.

Topic	Educational Service Center Commitment (in collaboration with the Ohio Department of Education and Workforce)	Educational Service Center (ESC) Literacy Coordinator/Coach Commitment	Building Commitment	Measure
Teaming Structures	<p>The ESC will:</p> <ul style="list-style-type: none"> • Provide training in the creation/support of teaming structures and their use of a collaborative decision-making model to literacy coach/coordinators. 	<p>The literacy coordinator/coach will:</p> <ul style="list-style-type: none"> • Help create, co-facilitate, or support existing teaming structures, such as MDTs, BLTs, TBTs, PLCs and Staff Meetings. This may occur alongside other school improvement consultants, such as State Support Team members (SSTs) acting in supporting roles. • Update outside school improvement staff, such as SST/ESC consultants, on ReadOhio goals/progress, as needed. 	<p>The district and building leadership will:</p> <ul style="list-style-type: none"> • Support the creation of or sustain existing teaming structures, such as MDTs, BLTs, TBTs, PLCs and staff meetings, and collaborate with literacy coach in the collaborative problem-solving model. 	<ul style="list-style-type: none"> • Submission of MTSS implementation guide documenting the teaming structures used (PLCs, TBTs). • Evidence of use of teaming structures in the development and implementation of RIMPS and intervention required under Ohio's Dyslexia Laws.

Data Sources

Data Source	Timeline	Data System	Staff
Weekly Progress Report	Weekly	Email to ESC	Literacy Coach/Coordinator with input from building administrator.
Reading Tiered Fidelity Inventory	Full administration in fall/spring of each year	MiMTSSTAC system	Literacy Coach/Coordinator
MTSS Implementation Guide	Required by Fall 2024	Email to ESC	Literacy Coach/Coordinator with input from building administrator.
District Literacy Plan (PK-12)	Required by Fall 2024	Email to ESC	Literacy Coach/Coordinator with input from building administrator.
Building Literacy Plans (Target Building/Grade Levels)	Required by Fall 2024	Email to ESC	Literacy Coach/Coordinator with input from building administrator.
Systems and Instructional Coaching Logs	Ongoing throughout duration of project, with weekly due dates.	Data Dashboard	Literacy Coach
Coaching Service Delivery Plan	Winter 2023, Updated Fall 2024	Email to ESC	Literacy Coach
Staff Surveys	Baseline Fall 2023, with ongoing monthly quick checks	Newsletters/Virtual Survey	Literacy Coordinator/Coach
Building Decision Rules	Fall 2024	Email to ESC	Literacy Coach/Coordinator with input from building administrator.
Student Data including: report card/achievement data, screening and progress monitoring	Ongoing throughout duration of project	Email to ESC	Literacy Coach/Coordinator with input from building administrator.
Required Dyslexia Training/Required	As outlined in HB 33	Data Dashboard	Literacy

Science of Reading Training Attendance				Coach/Coordinator
Walkthrough Tool		Ongoing as part of collaborative decision-making model	Data Dashboard	Literacy Coach/Coordinator
ReadOhio Newsletter		Ongoing through duration of project, with monthly occurrence.	Constant Contact through ESC	Literacy Coach/Coordinator

