

STATE OF OHIO DEPARTMENT OF EDUCATION
OFFICE OF BUDGET AND SCHOOL FUNDING
Contract Amount for FY2021
Pursuant to O.R.C 3313.845

ESC Name Muskingum Valley Educational Service Center County IRN 125252

District: Coshocton City Schools County: Coshocton District IRN: 043828

The above-named parties have entered into a contract for services for fiscal year 2021 in an annual amount of \$ 279,516.70.

We, the undersigned, understand that the above annual amount will be deducted from state foundation payments to the school district and paid to the county educational service center on a bi-monthly basis throughout the fiscal year.


District Superintendent Signature

Dr. David Hire

Printed Name


5/21/2020
Date


District Treasurer Signature

Terri Eyerman

Printed Name

5/21/2020
Date


ESC Name Superintendent Signature

Lori Snyder-Lowe

Printed Name

3/19/20
Date


ESC Treasurer Signature

Nanette Nolder

Printed Name

3/19/20
Date



in partnership with the Coshocton City School District

Program of Service Operational Agreement

This agreement is between the **Coshocton City Schools** and the **Muskingum Valley Educational Service Center (MVESC)** for specified educational service programs, per section 3313.843 of the Ohio Revised Code.

Background: MVESC shall provide assistance and leadership that will contribute to the effectiveness and efficiency of the School District's Education Delivery System. The current services provided by MVESC are an outgrowth of requests from the School District, Ohio Statutes, and minimum program standards established by the Ohio Department of Education.

Ohio Educational Service Centers are unique in design and financial structure. The design allows school superintendents, boards of education, and other district personnel to come together locally and discuss common needs and design a cooperative shared services approach that is more effective and efficient than what could be accomplished by individual districts. The second unique feature is that service centers do not have broad taxing authority. ESC funds come from state support calculated as a fixed amount per member district ADM. Additional state support comes to educational service centers through charge-off (\$6.50 per pupil) funds that are withheld from districts and paid to the service centers by the Ohio Department of Education. The state support and charge-off fails to support the full and actual costs for personnel and services to deliver program leadership and technical support provided to MVESC member districts.

Three basic premises provide the foundation for MVESC operations.

1. We are driven by the needs identified by our member school district consumers. As districts agree on a common need, they are also asked to consider, formulate, and agree upon the cost of the service they are asking the service center to provide.
2. MVESC will consolidate the districts specified service requests into a written document or agreement that clearly states the respective responsibilities. All parties to the agreement are expected to sign the written document if they wish to participate in the service.
3. All invoices from the service center to districts shall provide a comprehensive statement of how the costs are determined. Each invoice shall be assessed an administrative fee. The administrative fee for fiscal year 2021 is 3.75% for direct services and 5% for all other services.

Agreement Purpose: To specify and articulate a cooperative plan for instructional, supervisory, support services, and other services provided by the Muskingum Valley Educational Service Center staff in the areas of, but not limited to, student services, staff services, instructional services, preschool, and psychological services. This agreement also outlines payment terms for these services.

Agreement Terms: This agreement made and entered into this ____ day of _____, 2020 shall be between the Governing Board of the Muskingum Valley Educational Service Center and the Board of Education of the Coshocton City School District. The terms of this agreement shall cover school year 2020-2021.

The parties to this agreement, in consideration of the mutual promises set out herein, agree as follows:

A. Muskingum Valley Educational Service Center shall employ psychologists, supervisors, teachers, coordinators and other specialized staff as required by state minimum standards or when needed, beyond minimum standards, as identified by the District Superintendent. Muskingum Valley ESC will provide the following services for member districts as requested: early childhood programming for typical, at-risk, and special education students, school-age special education, speech therapy services, at-risk student education programs, before and after school 21st Century grant programming, student psychology services, parent mentoring services, legal services through a consortium, fingerprinting and background check services, substitute teacher management services, attendance services, interpreter services, occupational and physical therapy, gifted services, distance learning, lean six sigma, student, staff, and organizational data services, curriculum and instruction services, professional development, student reward and scholarship programs, public relations services, coordinator services, technology services for local district students and staff, and other services as may be requested by the district. The district board of education shall reimburse the Muskingum Valley Educational Service Center Governing Board pursuant to section 3313.845 of the Revised Code.

B. Some programs defined in this agreement have state unit or grant support. Other programs will have total costs assumed by districts electing to utilize the services. This operational agreement shall designate where applicable state funds will be applied and how the respective districts will share program costs. The participating school districts agree to pay the program costs in excess of any reimbursement for such services.

During the 2020-2021 school year, the \$6.50 per pupil allocated from each district by the Ohio Department Education will be used for district administrative professional development speakers and events and to offset MVESC operational costs, including but not limited to, collaborative meetings, student leadership awards ceremony, all county board dinner, and staff and teacher recognition ceremonies.

C. Some services are shared by all MVESC member districts; others may be shared by a select number of districts. This operational agreement shall clearly designate how costs shall be shared in these situations.

D. In addition, superintendents agree that a district must commit to collaborative service programs no later than July 1st of the upcoming school year if they wish to participate. Districts that withdraw from a collaborative program, have decreases in student enrollment, or changes in financial conditions that result in no longer requiring a service shall be responsible for

unemployment and any other costs associated with their specific program withdrawal or service changes. Unemployment charges will be invoiced to the district.

- E. This agreement shall be filed with the Ohio Department of Education by July 1 of the school year for which this agreement is in effect. It is the responsibility of the MVESC to file this agreement with the Ohio Department of Education (ODE). It is the district's responsibility to electronically sign and certify the agreement on ODE's website.
- F. The services included in this agreement shall be determined by the District Superintendent on behalf of the Board of Education and shall be provided to the District in the manner specified in this agreement.
- G. **Agreement Participants:** The parties to this agreement include but are not limited to:

Caldwell Exempted Village School District
Coshocton City School District
Coshocton County Career Center
Crooksville Exempted Village School District
East Muskingum Local School District
Franklin Local School District
Logan Hocking Local School District
Maysville Local School District
Mid-East Career and Technology Centers
Morgan Local School District
New Lexington City School District
Newcomerstown Exempted Village Schools
Northern Local School District
Ridgewood Local School District
River View Local School District
Tri-Valley Local School District
West Muskingum Local School District
Zanesville City School District

Definition of Terms: For purposes of clarification the following terms will define items which may be a part of program costs.

Salary: Salary costs for personnel shall be determined by the current Muskingum Valley Educational Service Center salary schedules.

Related Salary Costs: Related salary costs include retirement, worker's compensation, Medicare, and unemployment.

Insurance Costs: Insurance costs include group hospitalization, major medical, dental, vision, and life insurance. MVESC belongs to a health insurance cooperative to maintain stable medical insurance premiums. The insurance plan year is January 1 through December 31. Any insurance increases during the school year will take effect on January 1.

Mileage: The mileage rate is the current IRS rate in effect. All MVESC itinerant providers are paid mileage for their travel between buildings and districts during the school day.

Consultants: These costs shall include consultants hired for special focus projects. The payment for these services shall be decided simultaneously with the decision to contract by the school district superintendents. Consultant costs shall be approved in advance of hiring by the school district superintendents.

Telephone: A telephone line shall be installed in each special education classroom.

Supervision: All MVESC programs and service providers are supervised by MVESC staff. Supervision costs are embedded in the service fee for each program and service provider, unless otherwise specified by the educating district. In the event a district elects to supervise and evaluate staff assigned to its district, this agreement shall contain an addendum specifying which staff members shall be supervised by the district and which staff members shall be supervised and evaluated by MVESC. The following positions supervise MVESC programs:

1. Director of Student Services
2. Multiple Disabilities Supervisor
3. Director of Preschool Services
4. Preschool and Special Education Coordinators

Paraprofessionals: There shall be at least one paraprofessional for each special education classroom. Costs for paraprofessionals shall include salary, related salary costs, insurance, and substitute costs. Additional paraprofessionals for special needs students and over enrollment situations may be employed when requested by the Director of Student Services and approved by the school district superintendents.

Therapy Service Assurances: MVESC makes the following assurances for therapy services and therapy providers:

1. MVESC will comply with the requirements of 45 CFR 164.504(e) (1) for safeguarding and limiting access to information concerning beneficiaries.
2. MVESC will allow the representatives of the U.S. Department of Human Services, ODJFS, ODE or their respective designee access to the subcontractor's books, documents and records in the event of a Medicaid School Program audit or review.
3. MVESC acknowledges that MVESC's principles and therapists are not suspended or debarred.

Member Benefit Services: MVESC member districts have access to the following services free of charge:

1. Special Education Consultation: The Director of Student Services shall consult with member districts on special education questions and situations that require expert advice.
2. Intern Psychological Services: MVESC will continue to take advantage of intern psychological programs, when interns are available, as a service to districts at no extra cost.
3. Parent Mentor: Under general supervision, provides parent assistance in special education programming; connects families to available services; and provides support to general education staff and administration. The costs for this service are covered by the Parent Mentor Grant.
4. Superintendent: Program leadership shall be provided by the MVESC Superintendent and will include technical assistance, professional development, and planning support. There is no fee for this service.
5. Superintendent Search: The MVESC Superintendent will facilitate the district's search for a superintendent upon request. The district will be billed the cost of any advertising utilized to complete the search. There are no additional fees for the MVESC Superintendent's consultant time.
6. Technology Department: MVESC shall assist districts in implementing technology as a teaching and learning tool. MVESC shall provide technical support, training, curriculum development and assistance with facilities.
7. Home Schooling: MVESC will provide program monitoring and technical assistance in the areas of home schooling and attendance coordination. Program costs for these services are paid by MVESC.
8. Substitute Teachers: MVESC will provide a monthly listing of teachers who have applied to serve as substitute teachers. There is no fee for this service.
9. Recognition: Muskingum Valley ESC recognizes excellence in education throughout the school year. MVESC sponsors the following: Exemplary Educator Ceremony, Aspiring Administrator Scholarship, All-Counties Board Dinner, and the Student and Teacher Recognition Ceremony.
10. Leadership Initiatives: Muskingum Valley ESC provides professional development for area educators and administrators throughout the school year. MVESC brings national experts in education and leadership to the MVESC service area.

Personnel to be hired: Personnel to be hired shall fall within the following program areas of the Muskingum Valley Educational Service Center. These include Psychological Services, Student Services, Instructional Services, Preschool Services, and Staff Services.

I. Psychological Services Department

Services

Desired

Description of Service

- ☒ A. School Psychological Services: Subject to the approval of participating superintendents, this program shall include the appropriate number of school psychologists to meet state minimum standards and a part-time secretary to support the school psychologists. The program costs shall consist of salaries, related salary costs, insurance costs, mileage, professional development, and materials. Periodically, the psychology department will be required to update testing supplies. The costs of the testing supplies will be equally divided among the participating districts. The costs for school psychological services shall be shared on a usage basis by the participating districts.
- ☒ B. Board Certified Behavior Analyst: Under direct supervision, the Board-Certified Behavior Analyst (BCBA) will support behavioral and programming needs of students in the multiple disabilities and autism programs and support individual districts with severe behavioral issues in their general and special education classrooms. The program costs shall consist of salary, related salary costs, insurance costs, and mileage. The BCBA shall be allocated to the Little Feats Autism Classroom (20%) and the Big Leaps Autism Classroom (20%). Districts may request BCBA services on an as needed basis and will be billed the providers daily rate plus the administrative fee.

II. Student Services Department

Services

Desired

Description of Service

- ☐ A. Multiple Disabilities (MD) Program: Subject to the approval of the participating superintendents, the program shall include the appropriate number of teachers to meet state minimum standards. An intervention specialist shall serve no more than eight children with multiple disabilities. The age range shall not exceed sixty months within any one instructional period. There shall be at least one full-time paraprofessional assigned to each special class for children with multiple disabilities. The program costs for MD classes shall consist of supervision, salaries, substitute costs, related salary costs, insurance costs, curriculum costs and travel to worksites for the

post-graduate program. The costs for the MD program shall be allocated to participating districts based on student average daily membership.

- ☐ B. Post-Graduate Program: Subject to the approval of participating superintendents, the Post-Graduate program will serve students who have postponed graduation. The program will provide life skills and worksite training. The costs for the program shall be allocated to participating districts based on student average daily membership.
- ☐ C. Classrooms for Students with Emotional Disturbances (ED): Subject to the approval of the participating superintendents, the program shall include the appropriate number of teachers and paraprofessionals to meet state minimum standards. An intervention specialist shall serve no more than twelve children with emotional disturbances and no more than ten children shall be served during any one instructional period. The age range shall not exceed forty-eight months within any one instructional period. There shall be at least one full-time paraprofessional assigned to each ED classroom. The program costs for ED classes shall consist of supervision, salaries, substitute costs, related salary costs, insurance costs, and an allowance for curriculum. The costs for the ED program shall be allocated to participating districts based student average daily membership.
- ☐ D. School Age Autism Services (Muskingum County): MVESC shall provide autism services to school age students upon request. If a district requests autism supports for a school age student, MVESC and the district shall outline the requirements for this service in a separate document to be approved and signed by both parties.
- ☐ E. School Age Autism Program (Perry County): Subject to the approval of the participating superintendents, the program shall include the appropriate number of teachers and paraprofessionals to meet state minimum standards. An intervention specialist shall serve no more than six children with autism. The age range shall not exceed sixty months within any one instructional period. There shall be at least one full-time paraprofessional in each autism class. The program costs will consist of salaries, related salary costs, insurance costs, mileage, professional development, supervision, and a small allowance for curriculum. The costs for the program shall be allocated to participating districts based on a fixed classroom buy-in cost of \$10,000 per district and student average daily membership.
- ☐ F. ALPHA School: The ALPHA School, located in Perry County, is an initiative of the Perry County Court system. The ALPHA School serves students with a history of truancy issues. A juvenile judge or district superintendent may assign a student to the ALPHA School. MVESC provides teachers and support staff to operate the facility. Program costs include salary costs,

insurance costs, supervision, secretarial, textbooks, supplemental materials, technology, equipment, and utilities not covered by the Perry County Court System. Participating districts will be invoiced a daily operating cost per student on a monthly basis.

- ☒ G. Perry Multi-County Juvenile Facility (PMCJF): The PMCJF, located in Perry County, provides youth with significant problems the opportunity to become well-adjusted individuals ready to return to their communities as responsible, productive, and law-abiding citizens. MVESC provides year-round educational staff to the PMCJF. Program costs include salary costs, insurance costs, supervision, textbooks, supplemental materials, technology, and equipment. Participating districts will be invoiced a daily operating cost per student on a monthly basis.
- ☐ H. Option II/Low Incidence Speech Therapy: This service shall include low incidence speech therapists. The program costs shall consist of salary, related salary costs, insurance costs, mileage, professional development, supervision, instructional materials, and equipment. The costs for Option II/Low Incidence Speech Therapy shall be allocated to participating districts by the ADM of the Multiple Disabilities program.
- ☒ I. Speech Therapists: MVESC will hire and assign a speech therapist(s) to the district on request. The program costs shall consist of salary, related salary costs, insurance costs, mileage, professional development, supervision, instructional materials, and equipment. The costs shall be allocated to the district on a usage basis.
- ☒ J. Occupational and Physical Therapy (OT/PT) Services: OT/PT services will be provided as identified in individual student IEPs. The program costs shall consist of salaries, related salary costs, insurance costs, mileage, professional development, consultants, supervision, supplies, and equipment. The costs will be allocated to participating districts on a usage basis.
- ☒ K. Sign Language Interpreter/: Sign language interpreter support services will be provided for deaf or hearing-impaired students to translate the spoken word into sign language. The program costs will consist of salaries, related salary costs, insurance costs, mileage, , and supervision. The costs shall be allocated to participating districts on a usage basis.
- ☒ L. Teacher of Students with Visual Impairments (TVI): Teacher of the visually impaired will evaluate and provide specialized instruction and services to meet the unique educational needs of students with visual impairments. The vision teacher will assist the educational team with understanding the unique educational needs, provide education and training, and assist with acquiring

resources needed to access the curriculum. The program costs shall consist of salaries, related salary costs, insurance costs, mileage, professional development, consultants, supervision, supplies, and equipment. Costs shall be allocated to participating districts on a usage basis as identified in individual student IEPs.

- ☐ M. Attendance Officer: The program costs shall consist of salary, related salary costs, insurance costs, mileage, supervision, and supplies. The costs shall be allocated to participating districts based on the total student average daily membership.
- ☒ N. School Counselors/Social Workers/Student Advocate/Career Advisor: This program shall conform to state minimum requirements. The program costs will consist of salaries, related salary costs, insurance costs, mileage, professional development, consultants, supervision, supplies, and equipment. The costs shall be allocated to participating districts on a usage basis.
- ☒ O. Intervention Specialist Services, Classroom Paraprofessionals, Student Paraprofessionals and Classroom Health Assistants: Upon request, the MVESC will provide Intervention Specialist Services, Classroom Paraprofessionals, Student Paraprofessionals, and Classroom Health Assistants to assist districts in their operations. The program costs will consist of salaries, related salary costs, insurance costs, mileage, supervision, supplies, and equipment. Costs shall be allocated to participating districts on a usage basis.
- ☒ P. Grant Funded Personnel: The MVESC will provide 21st Century and other grant funded personnel as needed and requested by the school district. The program costs will consist of salaries, related salary costs, insurance costs, mileage, professional development, consultants, supervision, supplies, and equipment, as allowed in the approved grant application. Program costs shall be billed to participating districts monthly.

III. Instructional Services Department

Services

Desired

Description of Service

- ☒ A. Curriculum & Instruction Services: The Director of Curriculum Services shall provide program leadership in school improvement, technology, professional development and curriculum. Specific services will include technical assistance, professional development, and planning support. The agreement for curriculum, instruction, and assessment services is included as an attachment to this document.

- ☒ B. Gifted Education Services: Gifted coordination services shall be provided according to the Operating Standards for Identifying and Serving Gifted Students in Ohio Administrative Code 3301-51-15 per section (E)(4)(a-h) for school districts. The agreement for gifted services is included as an attachment to this document.
- ☒ C. Distance Learning: MVESC offers a state-of-the-art video-conference program that serves both teachers and students. The agreement for distance learning services is included as an attachment to this document.

IV. Preschool Services

Services Desired

Description of Service

- ☒ A. Preschool services shall consist of preschool classrooms for typically developing at-risk students, special education preschool classrooms, and itinerant preschool special education teachers. The costs for preschool services shall consist of salaries, related salary costs, insurance costs, mileage, professional development as required by the Step Up to Quality program, consultants, supervision, secretarial and EMIS support, preschool psychologists, speech therapists, OT/PT providers, supplies, and equipment. Total program costs shall be offset by any applicable grant funds and preschool tuition. Net costs shall be allocated to participating districts by classroom or by student average daily membership.
- ☐ B. Little Feats Preschool Autism Program: This program shall include one teacher, paraprofessionals as needed, one behavior technician, supervision, secretarial/EMIS support and BCBA support. The program costs shall consist of salaries, related salary costs, insurance costs, Step Up to Quality Requirements, Parent Interaction, and Student Snacks. Program costs shall be allocated to the participating districts by student average daily membership.
- ☐ C. Preschool Autism and Special Education Classroom (Perry County): Subject to the approval of the participating superintendents, the program shall include the appropriate number of teachers and paraprofessionals to meet state minimum standards. The program costs will consist of salaries, related salary costs, insurance costs, mileage, professional development, consultants, supervision, secretarial and EMIS support, special education support, speech therapy support, supplies, and equipment. The costs for the program shall be allocated to participating districts based on student average daily membership.

V. Technical Assistance Services

Services

Desired

Description of Service


- ☒ A. Strategic Planning: The MVESC Superintendent will facilitate the district's strategic planning process upon request. The fee for this service is \$7,500.
- ☒ B. Data Services Department: The focus of data work is to compile and analyze district data and provide professional development related to the data. The agreement for data services is included as an attachment to this document.
- ☐ C. Lean Six Sigma: Lean Six Sigma is proven process to streamline, simplify, and standardize office, transportation, and other service operations. MVESC shall provide on-site training and support for Lean Six Sigma implementation. Cost estimates can be obtained by contacting the MVESC Data Department.
- ☒ D. Coordinator Services: The MVESC will provide a school district with a Curriculum Coordinator, Gifted Coordinator, Technology Coordinator, Communications Coordinator, Special Education Coordinator, Food Service Coordinator, Transportation Coordinator, Buildings and Grounds Supervisor, or other needed coordinator services. The program costs will consist of salary, related salary costs, insurance costs, mileage, and professional development costs.
- ☒ E. Third Party Independent Investigations: The MVESC will provide a licensed administrator to assist school districts with third party independent investigations. Investigations may include, but not limited to, employee misconduct, sexual harassment, discrimination claims, and other sensitive issues. The fee for this service is the daily cost, or part thereof, of the administrator.
- ☒ F. Communication Services: MVESC will provide customized communication services on request. The fee for communication services is \$55 per hour.
- ☒ G. Special Projects: Quotes for special projects as requested by the district are available on request.
- ☐ H. Substitute Employee Management System Services: MVESC will provide substitute system software and personnel to manage the software and obtain substitute employees. The costs shall be allocated to participating districts on a usage basis.

Payment Terms: By April 1 of each year of the contract, MVESC shall provide an estimate of the next school year's program costs. This estimate will be the basis of the state funding withholding

agreement to be submitted to the Ohio Department of Education. MVESC will then provide a reconciling invoice of actual costs incurred in October, February and June of each school year.

THIS CONTRACT CONSTITUTES the entire agreement between the parties and no statement, promises or inducements made by either part or agent of either party that is not contained herein shall be valid or binding; and this contract may not be enlarged, modified, altered, or amended except in writing signed by the parties and endorsed hereon.

IN WITNESS WHEREOF, the parties have executed this agreement at Zanesville, Ohio, the day and year first written above.



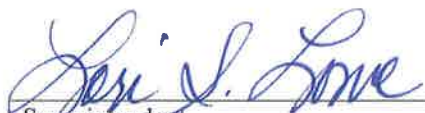
Superintendent
Coshocton City School District
5/21/2020

Date



Treasurer
Coshocton City School District
5/21/2020

Date



Superintendent
Muskingum Valley ESC
3/19/20

Date



Treasurer
Muskingum Valley ESC
3/19/20

Date