



in partnership with the Coshocton City School District

Program of Service Operational Agreement

This agreement is between the **Coshocton City School District** and the **Muskingum Valley Educational Service Center (MVESC)** for educational service programs for the period of July 1, 2022 through June 30, 2023. These services are provided as specified in two sections of Ohio Revised Code.

ORC Section 3313.843 prescribes that each city, exempted village, or local school district with an average daily student enrollment of sixteen thousand or less shall enter into an agreement with the governing board of an educational service center. Services provided may include any of the following: supervisory teachers; in-service and continuing education programs for district personnel; curriculum services; research and development programs; academic instruction for which the governing board employs teachers; assistance in the provision of special accommodations and classes for students with disabilities; or any other services the district board and service center governing board agree can be better provided by the service center.

ORC Section 3313.845 prescribes that the board of education of a city, exempted village, local, or joint vocational school district and the governing board of an educational service center may enter into an agreement under which the educational service center will provide additional services to the school district as those services mentioned in ORC 3313.843. 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 school.

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 16th day of June, 2022 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 2022-2023.

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. 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.
- 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.

Definition of Terms and Assurances: 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 and may contain specifically requested salaries by the district.

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.

Licensure: MVESC will hire personnel appropriately certified for their work.

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.

Service Elections for the School Year

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.
- ☒ a. School Psychologist Position
- ☒ b. School Psychology Supervision and PD
- ☒ 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. Districts shall be billed on a usage basis.

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 on student average daily membership.
- ☐ D. School Age Autism Services (Muskingum County): MVEESC shall provide autism services to school age students upon request. If a district requests autism supports for a school age student, MVEESC 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 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. Speech Therapy Services: 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.
- ☒ I. 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.
- ☐ J. 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.

- ☐ K. 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.
- ☐ L. Attendance Intervention: 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.
- ☐ M. 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.
- ☐ N. 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.
- ☒ O. 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, professional development, and curriculum. Specific services will include technical assistance, professional development, and planning support. Additional information about these services is included as an attachment to this document.
- ☒ a. Curriculum Package: \$ 10,000.00
- ☒ 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. Additional information about gifted services is included as an attachment to this document.
- ☒ a. Gifted Coordinating Services \$11,250.00
- ☐ b. Gifted Consultation \$ 3,000.00
- ☒ c. Visual Performing Arts Assessment \$ 1,000.00
- ☒ d. Student Opportunities Programs \$ 3,000.00
- ☒ e. Mentorship Program \$ 7,500.00
- ☒ C. Remote Learning and Digital Integration: Remote Learning and Digital Integration includes live classroom content (student lessons and virtual field trips), whole-brain learning and vocabulary building professional development for two grade level teams, parent coaching assistance, digital coaching and collaboration, and world language courses – American Sign Language. Prices are based on a tiered approach and can be found as an attachment to this agreement.
- ☒ a. New Full Program Membership \$ 7,500.00
- ☐ b. American Sign Language-per section \$10,000.00
- ☐ c. Digital Learning Services Menu Option
- ☐ i. Live Content \$ 3,000.00
- ☐ ii. Recorded Staff Training Webinar Library with built-in contact hours for snow days and in-service days \$ 3,500.00

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. Preschool Special Education Collaborative Classrooms (Muskingum County): 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.
- ☐ D. Preschool Consultation Services: Upon request, MVESC will provide preschool consultation services for districts operating their own preschool services.

V. Technical Assistance Services

Services
Desired

Description of Service

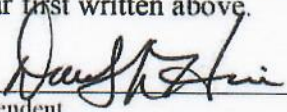

- ☐ A. Strategic Planning: The MVESC Superintendent will facilitate the district's strategic planning process upon request. The fee for this service is \$7,500.
- ☒ B. Data Services Department: The focus of data work is to compile and analyze district data and provide professional development related to the data. The agreement for data services is included as an attachment to this document. The fee for this service for the upcoming school year is \$ 5,175.00.
- ☐ C. Technology Services: The MVESC will provide computer technician services upon request. The program costs will consist of salary, related salary costs, insurance costs, mileage and professional development.
- ☒ D. Coordinator Services: The MVESC will provide a school district with a coordinator services upon request. The program costs will consist of salary, related salary costs, insurance costs, mileage, and professional development costs plus a five percent administrative fee.
- ☐ a. Special Education Coordinator
- ☐ b. Gifted Coordinator
- ☐ c. Grants Coordinator
- ☐ d. Curriculum Coordinator
- ☐ e. Other Administrators
- ☒ f. Other: Homeless Service Coordinator/Social Worker
- ☐ 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. Each communication project will be outlined and detailed in a separate agreement between the district and the ESC.
- ☐ G. Grant Writing Services: MVESC will provide grant writing services on request. The fee for grant writing services is \$50 per hour. Each grant writing project will be outlined and detailed in a separate agreement between the district and the ESC.



- ☐ H. Special Projects: Quotes for special projects as requested by the district are available on request.
- ☐ I. 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: The cost of all services presented are estimates only. Periodic reconcilements to actual costs will be provided by the MVESC treasurer throughout the 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, on the day and year first written above.

	<u>6/16/22</u>		<u>6/22/22</u>
Superintendent	Date	Superintendent	Date
		Muskingum Valley ESC	

	<u>6/16/2022</u>		<u>6-21-2022</u>
Treasurer	Date	Treasurer	Date
Coshocton City School District		Muskingum Valley ESC	