

MERCER COUNTY ESC SERVICE AGREEMENT

This Agreement made this 24TH day of April, 2023 between the **MERCER COUNTY EDUCATIONAL SERVICE CENTER** and the **Celina City Schools BOARD OF EDUCATION**.

WHEREAS, Celina City Schools is in need of a provider of educational services for the 2023-2024 school year; and

WHEREAS Celina City Schools has agreed to contract with the Mercer County Educational Service Center to provide said educational services for the 2023-2024 school year.

NOW, THEREFORE, BE IT AGREED by the parties as follows:

1. STUDENT PROGRAMS AND SERVICES

The Mercer County Educational Service Center will provide the following educational services to Celina City Schools during the 2023-2024 school year:

Student Programs

(Fees based on student enrollment)

- Community Learning Center
- Low Incidence
 - K-12 School Age
 - Transition
 - Career Pathways (Tri Star)
 - Project SEARCH
- Preschool Special Education
- ROSE Academy Alternative Education

Grant Supported Services

(Extended Learning and Recovery)

- Career Navigator
- Personalized Learning Specialist
- SEL Coach

Shared Services

(Fees based off May #2 ADM or workload calculator)

- Teaching and Learning
 - Resident Educator Programming
 - Licensure (LPDC)
 - Technology Integration and Google Supports
 - Professional Learning Conference
 - Professional Development - on demand and in person
 - Curriculum
 - Gifted Coordination
- Speech Language Pathology
- School Psychology
- Occupational and Physical Therapy
- Contracted Services
 - Gifted Teacher
 - Instructional Coach
 - Instructional Aide
 - Special Education Coordinator

Service Agreements include the following complimentary services to members:

- Board Member Assistance and Professional Development
- Business Advisory Council and Career Navigator Services
- CPI Training (material costs only)
- Comprehensive Continuous Improvement Plan (CCIP) Assistance
- Coordination of Shared Services
- Collaborative Purchasing
- Family Liaison - Parent Mentor

- Network Meetings- Principal and Superintendent
- Licensure Assistance
- PBIS Training and Youth Mental Health First Aid
- Resource Assessment Team
- School Psychologist Network
- Speech Pathologist Network
- Special Education Directors Network
- Superintendent/Treasurer/Executive Searches
- Van Driver Certification

The Mercer County ESC shall provide said services consistent with policies and procedures governing employees of Mercer County ESC.

2. PERSONNEL AND BENEFITS

All personnel funded through this Agreement are employed by the Mercer County ESC and shall be considered employees of the Mercer County ESC for all purposes including, but not limited to, the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contribution Act, the provisions of the Internal Revenue Code, Ohio Tax Law, Workers' Compensation Law and Unemployment Insurance Law.

All terms of employment are the responsibility of the Mercer County ESC (e.g. retirement, severance, workers' compensation, unemployment compensation, health insurance, vacation time, personal time, sick leave, etc.). The Mercer County ESC shall pay and be responsible for any and all taxes, social security, unemployment compensation, workers' compensation and all other benefits for its employees who may provide services under this Agreement. Cost of all terms of employment shall be billed to Celina City Schools.

All personnel funded through this Agreement are not entitled to workers' compensation, unemployment compensation, or other benefits offered by Celina City Schools. The Mercer County ESC shall provide unemployment compensation, workers' compensation, health, dental and life insurance coverage and other applicable benefits for personnel funded through this Agreement. The Mercer County ESC shall charge Celina City Schools incurred cost or expense resulting from the provision of such coverage.

The Mercer County ESC shall not include in its costs and expenses charged to Celina City Schools compensation paid to its employees for performing any work that is outside of the scope of this Agreement.

All salary, wages, fringe benefits and all other costs and expenses paid by the Mercer County ESC to personnel funded through this Agreement shall be charged to Celina City Schools pursuant to the compensation provisions of this Agreement.

3. INSURANCE

The Mercer County ESC shall provide general liability insurance coverage for the acts and omissions of personnel funded through this Agreement in a similar manner to insurance coverage to other employees of the Mercer County ESC.

4. ESC-PROVIDED THERAPY SERVICES UNDER THE MEDICAID SCHOOL PLAN

With regard to any therapy services provided by the ESC pursuant to this Agreement, the ESC:

- a) will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to Information concerning beneficiaries;
- b) 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
- c) acknowledges that they or their principles are not suspended or debarred.

5. COMPENSATION

The Mercer County ESC, per OCR Section 3313.843(H) with provisions of ORC Section 3317.023, shall receive \$6.50 per pupil from the Celina City Schools district via a deduction and transfer complete by the Ohio Department of Education.

Celina City Schools agrees to pay the Mercer County ESC for costs incurred in providing said services under this Agreement. The Mercer County ESC shall provide Celina City Schools with an itemized projection of estimated annual costs. Low Incidence Program operates in various districts depending on location. Districts who host a classroom shall receive \$6,000 per classroom for room rental each year. A 5% fiscal/administrative fee will be charged for each program/service provided to the district. The only service exempt from this fee are OT/PT services that are passed through Mercer County ESC.

The Mercer County ESC shall provide Celina City Schools with an invoice for monthly installment payments for OT and PT Services. A final invoice of each year shall be adjusted by the Mercer County ESC to reflect the actual cost of the provision of said services during the fiscal year.

Celina City Schools shall have thirty (30) days from the date appearing on the invoice to provide the Mercer County ESC with written notice of its objection to charges reflected in the invoice. Celina City Schools' written notice of objection shall specifically identify those charges which the Mercer County ESC, in good faith, disputes.

Authorized representatives on behalf of each party shall promptly engage in dialogue in an effort to informally resolve any disputed charges. Should attempts at informal dispute resolution prove unsuccessful, the parties may pursue all legal means to resolve the dispute.

6. TERMINATION

Celina Local Board of Education may terminate this Agreement, by providing the Mercer County Educational Service Center Governing Board by written notice by the first day of January and that termination shall be effective on June 30th of that year. (ORC 3313.843)

7. INDEMNIFICATION

The Mercer County ESC agrees to indemnify, defend and hold harmless Celina City Schools and its officers, members of its board of education and employees from any and all liability, claims, demands, actions, losses, damages and other costs, including the incursion of reasonable attorney's fees arising from or in connection with the following:

- a. The performance of the Mercer County ESC's duties as set forth in this Agreement, except liability arising out of the sole negligence of Celina City Schools; and
- b. Any acts or omissions by the Mercer County ESC or its officers, members or employees that result in personal injury, property damage or death.

Celina City Schools agrees to indemnify, defend and hold harmless the Mercer County ESC and its officers, members of its governing board and employees from any and all liability, claims, demands, actions, losses, damages and other costs, including the incursion of reasonable attorneys fees arising from or in connection with the following:

- a. The performance of Celina City Schools' duties as set forth in this Agreement, except liability arising out of the sole negligence of the Mercer County ESC; and
- b. Any acts or omissions by Celina City Schools or its officers, members or employees that result in personal injury, property damage or death.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein, and supersedes all prior or contemporaneous oral agreements, representations or understandings.

9. AMENDMENT

This Agreement shall not be modified or amended except by an instrument in writing signed by the parties.

10. INVALID PROVISION

If, after the date of the execution of this Agreement, any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable and shall not affect the remaining provisions of the agreement, which shall remain in full force and effect.

11. LAW GOVERNING

This Agreement has been executed in the State of Ohio. All questions concerning the validity or intention of this Agreement, and all questions relating to performance hereunder, shall be resolved under the laws of the State of Ohio.

The parties agree to comply with all federal and state laws, rules, regulations and auditing standards that are applicable to the performance of this Agreement.

12. TITLES, HEADINGS AND CAPTIONS

All titles, headings and captions used in this Agreement have been included for administrative means only and do not constitute matters to be construed in interpreting this Agreement.

13. ASSIGNMENT

The parties agree not to transfer, sell or assign their duties or responsibilities under this Agreement without prior written consent of all parties.

14. NOTICE

All notices required or permitted to be sent hereunder to the parties shall be by U.S. mail, certified, return receipt, or by a recognized private courier, with return receipt required, to the parties at the following addresses or such other addresses as they may, pursuant to this paragraph, notify the party of:

Superintendent
Mercer County Educational Service Center
540 E. Market St.
Celina, OH 45822

Superintendent
Celina City School District
585 E. Livingston St.
Celina, OH 45822

Service shall be deemed made when delivered, or on the attempted delivery to the recipient of the notice with written documentation of the attempt maintained by the party attempting delivery, which party will thereafter make all reasonable effort to notify the other party of its attempt and the nature of the notice.

15. DISCLAIMER

Nothing in this Agreement shall be construed as creating an employment agreement between Celina City Schools and the Mercer County ESC's employees. Personnel funded by this Agreement shall be considered, for all purposes, to be employees of the Mercer County ESC.

IN WITNESS WHEREOF, the parties have executed this Agreement and affixed their signatures on the dates indicated below.

MERCER COUNTY EDUCATIONAL SERVICE CENTER

Dated: _____

By: _____
Board President

Dated: _____

By: _____
Board Treasurer

**CELINA CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Dated: _____

By: _____
Board President

Dated: _____

By: _____
Board Treasurer



Ken Schmiesing <ken.schmiesing@celinaschools.org>

ESC Service Agreement 2023-2024

Nancy Davis <nancy.davis@mercercountyesc.org>

Mon, Apr 3, 2023 at 11:06 AM

To: Ken Schmiesing <ken.schmiesing@celinaschools.org>, Michelle Mawer <michelle.mawer@celinaschools.org>

Cc: Marcy Wellman <marcy.wellman@celinaschools.org>

Good Morning,

The 2023-2024 ESC service agreement is attached. We made a few changes to the first section of the agreement and wanted to provide a little explanation. First, we did not pre select the services for you and second, instead of listing all the programs and services as separate items, we grouped them into three buckets:

Student Programs - fees for these programs are based on student enrollment as they always have been. I would encourage you to select all the boxes in the event you might need to access the program for one of your students throughout the year. You will not be billed if you do not have students enrolled.

Grant Supported Services - This is the final year of the extended learning and recovery grant and there are three services offered with this grant. Everyone has access to Career Navigation and Personalized Learning. For those of you who have a SEL coach on staff and would like to continue this, please select the SEL coach.

Shared Services - Most of these are the services we provide based on ADM or a workload calculator. The biggest difference here is that we are combining Curriculum with Gifted to create a Teaching and Learning Department. The team works so closely together so this is a natural next step. The bulleted list of items under Teaching a Learning is not all inclusive. As always, their work is based on district requests. As discussed in the last County Superintendents meeting, this will not result in an increase of costs. As with all changes and growth, our commitment is to keep things cost neutral.

We also combined OT and PT since you all use this as a bundled service.

We put all contracted services in one category so you can select this box if you have any of these contracted employees with us.

One other thing to note: We did not include bus driver certification as this is no longer required in law - it hasn't been for several years. It is an unnecessary step but we are willing to continue to do this if you'd like. We just won't include it in the service agreement.

We also included the list of complementary services that come with being a fully aligned district. If you have any questions about the changes, please reach out to Shelly or Kurt.

 [2023 ESC Fees and Services](#)

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Nancy Davis
MCECSC Superintendents Secretary
nancy.davis@mercercountyesc.org
419-586-6628 ext. 233

Mercer County Educational Service Center

Providing high-quality cooperative services that positively impact the diverse educational needs of students, staff, and community.

We believe everyone

- *is valued*
- *can learn and grow*
- *will become successful and independent*

mercercountyesc.org
419-586-6628

MCESC Fees and Services 2023

Complimentary Services to Members

- Board Member Assistance and Professional Development
- CPI Training (material costs only)
- Comprehensive Continuous Improvement Plan (CCIP) Assistance
- Coordination of Shared Services
- Collaborative Purchasing
- Family Liaison - Parent Mentor
- Leadership Meetings (Principal and Superintendent)
- Licensure Assistance
- PBIS Training and Youth Mental Health First Aid
- Resource Assessment Team
- School Data Review
- School Psychologist Network
- Speech Pathologist Network
- Special Education Directors Network
- Superintendent/Treasurer/Executive Searches
- Van Driver Certification

Shared Services with Members

- Annual County Professional Learning Conference
- Business Advisory Council and Career Navigator Services
- Community Learning Center
- Curriculum and Professional Development
 - Resident Educator Programming and Supports - Years 1-4
 - Technology Integration and Google Supports
 - Instructional Coaching
- Gifted Coordination
- Grant Writing
- Local Professional Development Committee (LPDC)
- Preschool Special Education
- Project SEARCH
- ROSE Academy Alternative Education
- School Psychology
- Speech Services
- Special Education Classrooms and Transition Program
- Special Education Supervision
- Tri Star Career Pathways

Typical Fees for Non-Member/Non-Participating Districts:

1. Professional Development per participant:
 - a. As determined by the superintendent per event basis
2. Leadership Networks: Access to all networks for district leadership team
 - a. \$5,000 per district annually
3. Assessment Team:
 - a. \$1,500 per case
Four experts @ ½ day each + ongoing support during the school year
4. LPDC - Licensure Fee
 - a. Application fees for LPDC Services for educators not employed in a public school setting (for Mercer Cty LPDC purposes, are termed 'non-traditional educators') are based on residency:
 - i. \$50.00: resident of Mercer County
 - ii. \$100.00: resident outside of Mercer County
5. Superintendent/Treasurer Search: \$5,000
6. Treasurer Services
 - a. \$75 per hour
7. Strategic Planning: \$5,000 per school year
8. CANS Assessment: \$200 per case
9. Tracking Systems (Graduation and Learning Log): Access + Two hours of professional development and support
 - a. ESC or District Rate - \$500