



Ohio

Grant Agreement Ohio's State Support Teams FY22 and FY23

In order to support school districts across Ohio in meeting the one goal of [Each Child, Our Future](#), the following Grant Agreement outlines the work of sixteen regional State Support Teams (SSTs) as determined by the Ohio Department of Education for the period of July 1, 2021 through June 30, 2023.

Section 1: Term of Agreement

- A. This Grant Agreement (Agreement) is made and entered into by and between the Ohio Department of Education (the Department) and Auglaize County ESC (the Fiscal Agent) for State Support Team (SST) Region Number 6.
- B. This Agreement becomes effective on the last day and year set forth on the signatory page and will remain in effect through June 30, 2023.

Section 2: Definitions

11 District Plan: Case of John Doe vs. State of Ohio resulted in a settlement agreement. This agreement requires the state of Ohio to provide additional supports to the public-school districts in Akron, Canton, Cincinnati, Cleveland, Columbus, Dayton, East Cleveland, Lima, Toledo, Youngstown and Zanesville (the “11 Districts”). Tiered support will be provided through collaborative partnerships with Ohio’s regional state support teams. The identified areas of need outlined in this plan will be addressed in a targeted manner and will be comprehensive. [The settlement](#) requires that the 11 District Plan includes 14 specific areas of content and objectives. The plan is designed to improve the rate of achievement for the 11 Districts in areas specifically identified for improvement in the Special Education Profiles published by the Department: graduation rates (Indicator 1), reading and mathematics achievement rates (Indicator 3c), numbers of students enrolled successfully in general education classrooms (Indicator 5a) and postsecondary outcomes for students with disabilities (Indicator 14).

Building Leadership Team (BLT): A collaborative team that draws members from all levels of the organization and may include:

- Principal and school administrators;
- Teachers serving across specialties and grade levels, such as academic coaches, general education teachers and intervention specialists;
- Noncertified staff;
- Counseling and support service providers;
- Family and community members; and
- Central office administrators.

Capacity Building and Professional Capital: **Capacity building** involves the critical functions of selecting and developing all personnel through professional learning (PD) and coaching and engaging all personnel in inquiry and learning processes through participation in peer-to-peer networks at the district, school, and classroom level. **Human capital management** includes

practices related to acquiring, developing, and retaining talent, induction and PD, performance management and evaluation, and compensation and career progression. The term “capital” refers to the worth or assets of an individual or a group, which can be used to reach desired goals. **Professional capital** includes human capital (personnel resources, the quality and capabilities of individuals and all school staff), social capital (quality and quantity of interactions among the people in a school or district), and decisional capital (capacity and expertise for making decisions, which can be distributed across individuals or groups). Professional capital applies the concept of capital to the education profession in terms of professional work, professional capacity, and professional effectiveness (Hargreaves, A., & Fullan, M. (2012). *Professional capital: transforming teaching in every school*. New York: Teachers College Press).

Coaching: A collaborative process that supports individual, team and/ or system change needed to achieve full implementation of the Ohio Improvement Process and increases learning for every student.

Collaborative Implementation Teams: Collaborative teams are essential for shared leadership and effective communication. District, building and teacher-based teams share responsibility for improving student achievement as part of a system-wide improvement focus. District, building and teacher-based teams, focusing on implementation efforts, share responsibility for improving student achievement as part of a system-wide improvement focus. Collaborative implementation teams require actively engaged members who communicate consistently about implementation action steps and indicators. Team decisions are based on data which includes both adult and student data. SST support consists of coaching and technical assistance to districts with creation and ongoing utilization of collaborative implementation teams at the district, building and teacher-based level.

Compliance: The act or process of complying (to conform, submit or adapt to regulations) to a desire, demand, proposal, or regimen such as: to comply with Federal and State Laws, Rules and Regulations.

Districts in Academic Distress: Districts are subject to an Academic Distress Commission after receiving an overall “F” on the Ohio School Report Cards for three consecutive years. Before the implementation of the overall grade in 2018, having a grade of “F” on the Performance Index measure and an overall grade of “F” on the Value-Added overall measure for three consecutive years served as the criteria.

District Leadership Team (DLT): A collaborative team that draws members from all levels of the organization and may include:

- Superintendent;
- Treasurer;
- School board representatives;
- School administrators;
- Teachers;

- Central office administrators;
- Family and community members;
- Union representatives;
- School counselors; and
- Community partners.

Family Engagement: As established by Ohio Statewide Family Engagement Center; Family engagement means the following: Families, schools and community partners working together to help children and youth learn, grow and prepare for their future.

Fiscal Agent: The Fiscal Agent is the contracting party with the Department who receives grant funds under this Agreement and is responsible for the employment of staff for completion of the terms of the grant.

Focus Schools: Ohio uses the accountability measures on the Ohio School Report Cards as gauges for continuous improvement. In alignment with federal requirements and Ohio's Every Student Succeeds Act (ESSA) state plan¹, the state's schools that struggle with large achievement gaps among student subgroups are identified as Focus schools. In Ohio, Focus schools — also known federally as Targeted Support and Improvement schools (TSI) — will include schools that struggle with large achievement gaps in student performance and graduation rate.

¹Every Student Succeeds Act (ESEA 1111(d)(2)(C-D))

High-leverage Practices: High-leverage practices are the fundamentals of teaching. These practices are used constantly and are critical to helping students learn important content. The high-leverage practices are also central to supporting students' social and emotional development. These high-leverage practices are used across subject areas, grade levels, and contexts. They are "high-leverage" not only because they matter to student learning but because they are basic for advancing skill in teaching. High-leverage practices (HLPs) are provided across four intertwined components of teacher practice: collaboration, assessment, social/ emotional/behavioral practices, and instruction. HLPs are intended to address the most critical practices that every K–12 teacher and special education teacher should master.

Implementation Indicators: Implementation indicators are measurable actions that show evidence of implementation stages. In this Agreement, implementation indicators align with the three areas of practice: 1) inclusive instructional and organizational leadership; 2) inclusive instructional practice; and 3) capacity building and professional capital.

Implementation Support: Implementation support includes support from State Support Teams to districts in understanding any items related to the Ohio Improvement Process (OIP) and approved Department information regarding federal and or state laws/rules/regulations/guidance/initiatives. Implementation support encompasses assisting districts in attainment of high-quality professional development for Positive Behavioral

Interventions and Supports (PBIS), literacy, family engagement, Universal Design for Learning, Co-Plan to Serve, and other evidence-based practices.

Inclusive Instructional & Organizational Leadership Practices: Inclusive instructional and organizational leadership practices include all actions leaders take to ensure educational quality and equity through the participation of each student in a high-quality and engaging general education curriculum. Effective inclusive leadership sets the direction and influences members of the organization to work together toward meeting organizational goals and involves six domains of practice that are actualized using the Ohio Improvement Process continuous improvement framework and associated leadership team structures DLTs, BLTs and Teacher Based Teams (TBT).

Inclusive Instructional Practices: Inclusive instruction supports all students' grade-level learning through effective teaching practices in diverse preschool through 12th grade classrooms. Cultivating student engagement and providing learning supports and assessments, it enables each student to meet academic, behavioral, and social needs. The effective use of inclusive instructional practices in all classrooms in all schools within a district is essential for each child to be provided the opportunities to learn necessary skills to develop the foundational and well-rounded knowledge, reasoning skills, and social-emotional skills needed for life.

Intensive Support District: Districts are identified as Intensive Support Districts if they meet any one of the four criteria listed below:

1. Overall "F" on the district's Ohio School Report Card;
2. A four-year graduation rate of 67 percent or lower;
3. An "F" on the Gap Closing component for the two most recent years; or
4. At least two schools identified as Priority schools.

Least Restrictive Environment (LRE): LRE is the requirement in [federal law](#) that students age three through 21 with disabilities receive their education, to the maximum extent appropriate, with nondisabled peers and that special education students are not removed from regular classes unless, even with supplemental aids and services, education in regular classes cannot be achieved satisfactorily.

Levels of Evidence as Defined by ESSA: Evidence-based interventions are practices or programs that have evidence to show that they are effective at producing results and improving outcomes when implemented. The kind of evidence described in ESSA has generally been produced through formal studies and research. Under ESSA there are four tiers, or levels, of evidence. [ESSA (Section 8002) and Section 8101(21)(A) of the [ESEA](#)]:

Tier 1 – Strong Evidence: supported by one or more well-designed and well-implemented randomized control experimental studies.

Tier 2 – Moderate Evidence: supported by one or more well-designed and well-implemented quasi-experimental studies.

Tier 3 – Promising Evidence: supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).

Tier 4 – Demonstrates a Rationale: practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency (SEA), Local Education Agency (LEA), or outside research organization to determine their effectiveness.

Moderate Support Districts: There are two categories of Moderate Support: Moderate ‘D/F’ and Moderate ‘C.’ Districts are identified as Moderate Support districts if they meet any one of the three criteria listed below.

- **Moderate “D/F”**
 - Overall “D” on the Ohio School Report Card;
 - “D” or “F” on the Gap Closing component for the two most recent years.
- **Moderate “C”**
 - At least one school identified as a Priority, Focus, Warning or Watch school.

Multi-Tiered System of Supports (MTSS): MTSS is a comprehensive framework used to provide targeted support for all learners.

Ohio Literacy Leads: The Office of Approaches to Teaching and Professional Learning funds two Ohio Literacy Leads. The leads are responsible for the development of professional learning opportunities aligned to the science of reading and evidence-based practices and supporting state-wide implementation of [Ohio’s Plan to Raise Literacy Achievement](#), birth to grade 12.

Ohio’s 8 Urban Districts: The Ohio Department of Education classifies public school districts by typology for research purposes based on a statistical analysis of shared demographic and geographic characteristics. [Read more.](#)

Planning: Any work with districts which includes the State Support Team and the district developing an orderly or step-by-step conception or proposal for accomplishing a goal, strategy or action step. Planning encompasses times when teams are building a proposed or intended course of action and discussing and building a systematic arrangement of elements or important parts as the work pertains to this Agreement with efforts to help districts implement adult behavior changes (implementation of evidence-based practices) which impact positive outcomes for student achievement.

Positive Behavioral Interventions and Supports (PBIS): PBIS is a framework that guides school teams in the selection, integration and implementation of tiered evidence-based practices for improving academic, social and behavior outcomes for all students. The PBIS process emphasizes four integrated elements: data for decision making, evidence-based interventions and practices that support varying student needs (multi-tiered), systems that efficiently and effectively support implementation of these practices and continual progress monitoring to ensure outcomes are met. PBIS is not a curriculum or a one-day training. PBIS is a system change process that requires on-going commitment in order to create effective systems for teaching and addressing behavior and social-emotional skills.

Professional Development: Effective professional development meets the needs of educators by responding to the needs of students. It also must align with personal, building, district, state and national goals. All PD must meet the [Ohio Standards for Professional Development](#). Ohio's Standards for Professional Development are written for multiple audiences. Effective professional development is an ongoing process that is embedded in the daily work of all educators. Effective professional development must be approached systematically and involve all educators in the planning, implementing, reflecting and maintaining phases. To be successful, this system must involve and be supported by district and building leadership as well as the educators.

Priority Schools: Ohio uses the accountability measures on the Ohio School Report Cards as gauges for continuous improvement. In alignment with federal requirements and Ohio's ESSA state plan¹, the state's lowest-performing schools are identified as Priority schools. In Ohio, Priority schools — also known federally as Comprehensive Support and Improvement Schools (CSI) — will include, at a minimum, the lowest-performing 5 percent of schools.

¹Every Student Succeeds Act (ESEA section 1111(c)(4)(D))

Regional Early Literacy Specialists (RELS): RELS are funded through the Office for Exceptional Children (OEC) and the Office of Early Learning and School Readiness (ELSR). The RELS are responsible for supporting districts in implementing evidence-based practices in preschool through grade 5 as outlined in *Ohio's Plan to Raise Literacy Achievement*. The literacy specialist also supports activities outlined in the State Personnel Development Grant and support literacy improvement efforts within each region including the Third Grade Reading Guarantee and Dyslexia Supports laws. Specific legislative requirements include [Reading Achievement Plan provision](#) and [Reading Improvement and Monitoring Plans](#).

Regional Literacy Specialists (RLS): RLS are funded through the Office for Exceptional Children. The RLS are targeted supports for the 11-districts, identified in the Doe vs. Ohio Settlement Agreement. RLS are responsible for implementing all literacy activities outlined in the Doe vs. Ohio Settlement Agreement. They work in partnership with the already established Regional Early Literacy Specialists in supporting State Systemic Improvement Plan, the implementation of activities outlined in *Ohio's Plan to Raise Literacy Achievement* and the State Personnel Development Grant activities. In addition, RLS will support literacy improvement efforts within including, the Third Grade Reading Guarantee legislative requirements including [Reading Achievement Plan provision](#) and [Reading Improvement and Monitoring Plans](#).

State Systemic Improvement Plan (SSIP): The Office for Exceptional Children, the Office of Approaches to Teaching and Professional Learning and the Office of Early Learning and School Readiness oversee the implementation of a five-year comprehensive [State Systemic Improvement Plan](#) to improve the educational results of Ohio students (preschool-grade 3) including students with disabilities. The plan places the state's strategic focus on the area of early literacy and the inclusion of evidence-based practices based on the science of reading.

State Personnel Development Grant (SPDG): The Office for Exceptional Children, the Office of Approaches to Teaching and Professional Learning and the Office of Early Learning and School Readiness oversee the implementation of the five-year State Personnel Development Grant to improve the educational results of all Ohio students (preschool-grade 5) including students with disabilities. The grant builds on the work of the 2016-2021 State Systemic Improvement Plan by focusing on the area of early literacy and the inclusion of evidence-based practices based on the science of reading. Through SPDG, the Department is also partnering with the Ohio Coalition for the Education of Children with Disabilities to develop an interactive family-friendly website with literacy resources as well as higher education to redesign core language and literacy curriculum.

Teacher-Based Teams (TBT) include only building-level staff grouped by grades or content areas and may include:

- General education subject area teachers;
- Intervention specialists;
- Related services specialists;
- Related arts teachers;
- Instructional coaches; and
- Paraprofessionals.

Collaborative teams are essential for shared leadership and effective communication. District, building and teacher-based teams share responsibility for improving student achievement as part of a system-wide improvement focus.

Technical Assistance: The providing of targeted, focused assistance pertaining to the installation, operation and maintenance of the grant agreement deliverables. Technical assistance may be more targeted towards a specific item and may be provided in one on one or group settings. The outcome of any technical assistance should be the development of a skill, use of a tool and or implementation of OIP in order to build local scale up and sustainability.

Watch Schools: [Ohio Revised Code](#) requires the Ohio Department of Education to identify schools annually that fail to show satisfactory achievement and progress for four specific subgroups of students if they also receive state funding earmarked to serve those student groups. The four subgroups include English learners, students with disabilities, economically disadvantaged and gifted students. Schools identified under this provision must submit an improvement plan to the agency.

Watch Districts: Watch districts are identified as districts that received state funding designated to serve one of four specific subgroups of students (students with disabilities, English learners, economically disadvantaged or gifted students) and had one or more of those funded subgroups not demonstrating satisfactory progress and achievement. For more information, [click here](#).

Section 3: Allocation of Grant Funds

- A. The Department hereby grants to the Fiscal Agent funds in the aggregate amount of \$1,576,337.49 (Grant Funds) to be used for the sole and express purpose of undertaking and completing the activities/services described below as well as the deliverables set forth in Section 4 of this Agreement for the term identified in Section 1 above.
- B. The Fiscal Agent's use of the Grant Funds for the activities/services described in Section 4 are delineated in the Comprehensive Continuous Improvement Plan (CCIP) Fiscal Application, which is incorporated herein by reference.

Source	CCIP Line	Purpose
General Revenue Fund (GRF) School Improvement ALI 200550	SST	School Improvement
Title 1 CFDA 84.010A	Priority School Supports	Priority School Supports
Individuals with Disabilities Education Act (IDEA) Part B Section 611 CFDA 84.027	IDEA-B	Special education ages 3-21
IDEA Part B Section 611 CFDA 84.027	Early Literacy State Systemic Improvement Plan (SSIP) IDEA	Early Literacy SSIP work, primarily (RELS)
IDEA Part B Section 611 CFDA 84.027	Urban Regional Literacy IDEA	Urban Regional Literacy
IDEA Part D CFDA 84.3234	State Personnel Development Grant (SPDG)	State Personnel Development Grants Program
IDEA Part B Section 619 CFDA 84.173	Early Learning Discretionary	Early childhood special education Ages 3-5
IDEA Part B Section 619 CFDA 84.173	Early Literacy SSIP Early Learning and School Readiness (ELSR)	Early Literacy SSIP – RELS preschool & kindergarten (ages 3-5)

Source	CCIP Line	Purpose
GRF Special Education Enhancements ALI 200540	Strategies *Secondary Transition* Student w/Disabilities	Secondary Transition work as directed by (OEC) staff
GRF Literacy ALI 200566	Ohio Literacy Leads	Statewide literacy leads

C. Payment of Grant Funds:

1. At the end of each fiscal year, which runs from July 1st to June 30th, the Fiscal Agent will not be permitted to carry over any remaining funds allocated during that fiscal year, unless the funds have been incurred and obligated for services or expenses incurred prior to the expiration or termination of the fiscal year.
2. The funds shall be made available annually to the Fiscal Agent in accordance with the budget that is approved by the Department. The proposed budget will be submitted by the Fiscal Agent in CCIP by July 1 and the Department will notify the Fiscal Agent of any changes to the proposed budget by July 30. The total Fiscal Fees for this Agreement, including any fees charged to the Fiscal Agent by a third party that has performed services on behalf of the Fiscal Agent in furtherance of its responsibilities under this Agreement, may not be more than 18 percent of the total project allocation.
 - a. The indirect cost for this Agreement shall not exceed the Fiscal Agent's indirect cost rate as annually approved by the Department.
3. Funds provided through this Agreement shall only be used to provide the scope of work and functions outlined herein. \$1,384,044.17 of the total funds available under this Agreement are federal IDEA Part B funds all of which must be used to support work described in the deliverables that addresses the learning of students with disabilities and students suspected of having a disability, as well as other IDEA requirements. IDEA Part B funds and General Revenue Funds (GRF) may be used as follows:
 - a. Up to 15 percent of the original or "base" \$1,045,827.57 IDEA Part B Section 611 allocation may be used to support School Improvement and OIP work that is directed at the implementation of district, building, and teacher level improvement work described in this Agreement. Additional guidance can be found in the Fiscal Guidance Document, which is attached hereto appendix J. 15% of your base amount is \$156,874.14.
 - b. IDEA Part B Section 611 funds and GRF must be used to proportionately fund the SST Director position. However, GRF may not exceed 35 percent of the cost of the SST Director's salary and benefits.

- c. Up to 18 percent of IDEA Part B Section 611 funds and GRF allocation may be used to support operational costs.
 - d. SST personnel funded for multiple roles using federal funds and GRF funds to support SST work must complete Time and Effort logs.
- 4. All equipment purchases must meet the following conditions:
 - a. GRF – Items must be purchased for use by only the SST. No equipment will be purchased with these funds for the Fiscal Agent, other entities, school districts or school buildings.
 - b. IDEA Part B (Section 611 and 619) Funds – Refer to the *IDEA Use of Funds* document in the CCIP Document Library. All equipment purchased with IDEA Part B funds valued over \$5,000 must be documented annually. The equipment inventory listing will be monitored by the Department.
 - c. All equipment purchased with funds provided through this Agreement are considered the property of the Department. A current inventory of equipment purchased with these funds must be maintained by the Fiscal Agent. If there is a change of Fiscal Agents, the equipment inventory will be checked, and the equipment will be distributed accordingly.
- D. The Fiscal Agent acknowledges that all federal and state funds granted to it are conditioned upon the availability and appropriation of such funds by the U.S. Congress and the Ohio General Assembly. These funds are subject to reduction or elimination by the United States Congress or Ohio General Assembly at any time, even following award and disbursement of funds. Except as otherwise noted by law, the Department will not be liable to the Fiscal Agent for any reductions or elimination of federal or state funds granted to it. In the event of non-appropriation and notice, the Fiscal Agent shall immediately cease further expenditures under any federal or state project.

Section 4: Staff: Requirements and Qualifications

- A. The Fiscal Agent shall:
 - 1. Provide the SST Director and designated SST personnel ongoing access to fiscal reports;
 - 2. Communicate this Agreement’s deliverables with district and Educational Service Center (ESC) superintendents, community school leaders, and other child and family service organizations in the region; and
 - 3. Develop and implement a corrective action plan if work completed within this Agreement is deemed unsatisfactory by the Department.
- B. SST Personnel: The Fiscal Agent is responsible for employing SST staff that have the qualifications to provide the services covered by this Agreement. (See appendices A through J)

1. SST Director (see Appendix A)

- a. The Fiscal Agent shall employ and evaluate an SST Director at one full time equivalent. Evaluation of the SST Director shall occur at least annually and include at a minimum the deliverables identified in the scope of work of this Agreement.
- b. The SST Director shall have not less than 10 years of experience, five of which must be in an administrative position in an educational setting, hold an administrative license issued by the State Board of Education, and possess a master's degree or equivalent experience in administration, special education, curriculum, or early childhood education.
- c. The department reserves the right to collect verification of the qualification of the SST Director.
- d. All terms of employment are the responsibility of the Fiscal Agent (e.g., retirement, severance allowances, health insurance, vacation time, personal time and sick leave).

See Appendix A for Director Role and responsibilities.

2. SST Assistant Director

- a. With the approval of the Department, the Fiscal Agent, may employ an Assistant Director for the SST to assist in supervising SST personnel and meeting the deliverables set forth in this Agreement. Approval by the Department shall be based on the number and size of local education agencies (districts) in the region, the geographic size of the region, and the number of SST staff necessary to complete this Agreement's deliverables.
- b. The Assistant Director shall hold an administrative license issued by the State Board of Education or an equivalent recognized credential and have a minimum of five years of prior experience in an educational setting.
- c. See Appendix A for Assistant Director Roles and responsibilities.

3. SST Consultants (see appendix B)

- a. SST Consultants provide school improvement services outlined in Ohio's Strategic Plan for Education, Ohio's Consolidated ESSA Plan, Ohio's Plan to Raise Literacy Achievement, Ohio's State Systemic Improvement Plan, Ohio's Plan to Improve Educational Experiences and Outcomes for Students with Disabilities, Eleven Districts Improvement Plan, and implementation of the deliverables set forth in this Agreement
- b. The Fiscal Agent shall ensure that all Consultants meet the minimum qualifications.
 - 1. A master's degree in the area for which an employee has primary responsibility (i.e., education, special education, early childhood education, education administration, reading and literacy, school counseling, school social work or appropriate related field or evidence of equivalency);

2. Three to five years of successful classroom teaching, school improvement planning, special education administration, school counseling, school social work or related experience; a license appropriate to the individual's profession (special education administration, general education, intervention specialist, early learning (age 3 to grade 3), or related services);
3. Expertise and/or significant leadership experience in at least two of the following areas:
 - i. Knowledge of the Individuals with Disabilities Education Act (IDEA) and the Every Student Succeeds Act (ESSA);
 - ii. Data analysis, including data-based decision making and a thorough understanding of Ohio's accountability system;
 - iii. Evidence-based processes and instructional practices, including development and implementation of academic and behavior supports and Multi-Tiered Systems of Support;
 - iv. Evidence-based language and literacy instruction;
 - v. Universal design for learning and differentiated instruction;
 - vi. Positive Behavioral Interventions and Supports
 - vii. Focused planning, including use of strategic problem solving;
 - viii. Coaching and consultation skills;
 - ix. Implementation and monitoring of improvement efforts;
 - x. Culturally responsive and equitable systems and practices;
 - xi. Delivery of high-quality professional learning and technical assistance;
 - xii. School administration;
 - xiii. Early childhood education, preschool special education, early education preschool to grade 3, or other early childhood settings such as Head Start or community based childcare;
 - xiv. Special designed instruction and provision of free appropriate public education in the least restrictive environment (special education); or
 - xvi. Parent, family and community engagement.

- c. **Preschool Special Education Expert Qualifications:** At least one SST Consultant employed at no less than 1.0 Full Time Equivalent who will attend required state-level trainings and meetings identified by the Department and fulfill the roles and responsibilities of the Early Childhood

Consultant, as specified in Appendix C must meet the following Preschool Special Education Expert Qualifications:

1. A master's degree in the area for which an employee has primary responsibility (i.e., education, special education, early childhood education, education administration or appropriate related field or evidence of equivalency);
2. Three to five years of successful classroom teaching, school improvement planning, special education administration or related experience; a license appropriate to the individual's profession (special education administration, general education, intervention specialist, early learning (age 3 to grade 3), related services);
3. At least three years of experience working as an early childhood consultant for an SST; and
4. Expertise and/or significant leadership experience in several of the following areas:
 - i. Knowledge of the Individuals with Disabilities Education Act that includes Least Restrictive Environment, Itinerant Services, Child Outcomes Summary, Part C to B transition, ETR/IEP writing processes, Play Based Assessment, Early Childhood Positive Behavior Interventions and Supports, training/onboarding of PS Supervisors, and Ohio's Operating Standards for Children with Disabilities.
 - ii. Evidence-based processes and instructional practices, including development and implementation of academic and behavior supports;
 - iii. Evidence-based emergent and early language and literacy development grounded in the science of reading;
 - iv. Universal design for learning and differentiated instruction;
 - v. Coaching and consultation skills;
 - vi. Implementation and monitoring of improvement efforts;
 - vii. Culturally responsive and equitable systems and practices;
 - viii. Delivery of high-quality professional learning and technical assistance;
 - ix. Early childhood education, preschool special education, early education preschool to grade 3, or other early childhood settings such as Head Start or community-based childcare;
 - x. Special designed instruction and provision of free appropriate public education in the least restrictive environment (special education); and/or

xi. Parent, family and community engagement.

a. Positive Behavior Interventions and Support (PBIS) Specialist: At least one 1.0 FTE (or equivalent) consultant identified as the Positive Behavioral Interventions and Supports Specialist Consultant(s) will attend train the trainer sessions provided by the Department of Education, Ohio PBIS Network, or Regional Field Coordinator, and participate in the PBIS Network. PBIS consultant(s) should demonstrate understanding and experience with educational systems and teams (district, building and teacher); data-based decision making; and behavior Interventions and supports.

1. A master's degree in education, or master's degree in a related area (e.g., psychology, mental health, social work, school or clinical counseling), or Speech-Language Pathologist license;
2. Expertise in implementation of positive-behavioral interventions and supports with fidelity in a multi-tiered system of supports;
3. Three to five years of experience in a school or district setting implementing positive behavioral interventions and supports;
4. Experience providing professional development, coaching, consultation and technical coaching specific to positive behavioral interventions and supports;
5. Evidence of previous development of professional development materials specific to positive behavioral interventions and supports or related topics such as trauma informed practices, mental health, prevention or social and emotional learning;
6. Exceptional organizational and communication skills;
7. Exceptional collaboration skills and ability to build internal and external relationships that support positive behavioral interventions and supports teams, trainers and stakeholders;
8. Knowledge of culturally responsive practices and how they contribute to equitable outcomes for all students;
9. Knowledge of how to analyze and use student data and adult implementation data (e.g., PBIS Apps, SWIS or other data collection system) and experience with administration of the Tiered Fidelity Inventory;
10. Knowledge of areas that support whole child needs (e.g., social and emotional learning, behavioral and mental health);
11. Experience using data to improve student outcomes;
12. Experience in working with and supporting administrators, teachers and positive behavioral interventions and supports teams;
13. Ability to be flexible in work related duties;
14. Knowledge of the Ohio Improvement Process and school improvement plans;

15. At least 3 years employed by a state or local educational agency, ESC or SST; and
16. Has conducted at least 3 trainings related positive behavioral interventions and supports.

Please see Appendix F for further details.

b. Regional Data Lead (RDL): At least one staff member to serve as Regional Data Lead (RDL) across the age 3 – 21 student populations. Regional Data Leads are education professionals who promote the use of student performance data among other educators regionally, both to strengthen professional practice and improve learning for all students. Regional Data Leads have extensive training and experience with Value-Added, as well as a broad range of data and reports resulting from Ohio’s accountability systems and educator effectiveness programs. They foster a culture of data reliance by promoting a consistent understanding of education data through offering technical assistance to school administrators and teachers. Regional Data Leads (RDLs) specified roles and responsibilities are under development as an emerging part of this Agreement. At minimum, RLSs shall provide support to district leadership teams and building leadership teams and actively participate (i.e., attending data sessions, contributing to data tasks, providing data coaching and guidance) within the network and as designated by the Department. SST director will provide support for the RDL to attend professional learning opportunities designated by the Department.

c. Career Technical Planning District Consultants:

The Office for Exceptional Children funds eight regional SST Career Technical Planning District Consultants who are employed at SST Regions 1, 3, 5, 7, 10, 11, 12 and 15. Each Consultant supports two to three of the 16 SST regions. The Consultants’ focus will be equitable access and provision of career-technical education for students with disabilities as well as the provision of special education and related services within career-technical pathways. Career Tech Planning District Consultants must meet general consultant requirements as well as:

1. Knowledge of career technical education and the Carl D. Perkins V Act; and
2. Career Tech Education Standards.

Please see Appendix D for further details.

d. Regional Early Literacy Specialist Qualifications

1. A master’s degree in reading or literacy education, or master’s degree in a related area (e.g., speech and hearing) with either reading or literacy endorsements on state license, or Speech-Language Pathologist license;

2. Expertise in how to improve student learning through the implementation of high-quality evidenced-based reading/literacy strategies;
3. Three to five years of effective classroom teaching that includes reading/literacy instruction within preschool-grade 5, or school-based experience as a Speech Language Pathologist within preschool – grade 5;
4. Experience as a provider of professional development and technical assistance specific to language and literacy development;
5. Evidence of previous development of professional development materials specific to language and literacy development;
6. Exceptional organizational and communication skills;
7. Coaching and consulting skills;
8. Culturally responsive practices;
9. Knowledge of how to analyze and use student data and adult implementation data;
10. Experience in working with and supporting administrators;
11. Ability to be flexible in work related duties; and
12. Knowledge of the Ohio Improvement Process.

e. Ohio Literacy Lead Qualifications:

1. A master's degree in reading or literacy education, or master's degree in a related area (e.g., speech and hearing) with either reading or literacy endorsements on state license, or Speech-Language Pathologist license;
2. Expertise in how to improve student learning through the implementation of high-quality evidenced-based reading/literacy strategies;
3. Three to five years of effective classroom teaching that includes reading/literacy instruction within preschool-grade 12; or school-based experience as a Speech Language Pathologist within preschool – grade 12;
4. Experience as a provider of professional development and technical assistance specific to language and literacy development;
5. Evidence of previous development of professional development materials specific to language and literacy development;
6. Exceptional organizational and communication skills;
7. Coaching and consulting skills;
8. Culturally responsive practices;
9. Knowledge of how to analyze and use student data and adult implementation data;
10. Experience in working with and supporting administrators;

11. Ability to be flexible in work related duties;
12. Knowledge of the Ohio Improvement Process;
13. At least 3 years employed by a state educational agency, ESC, or SST;
14. Eligible for 3rd Edition Facilitator Training Units 1-8.
 - i. 90% or higher on Units 1-4 end of course exam
 - ii. 90% or higher on Units 5-8 end of course exam
 - iii. Attended face to face training for each unit
15. Completed Reading-Tiered Fidelity Inventory facilitator training with Dr. Kim St. Martin for Tiers 1, 2, and 3
16. Facilitated the Reading-Tiered Fidelity Inventory for Tiers 1, 2, and 3 with at least 3 school buildings
17. Has conducted at least 3 presentations related to Ohio's Plan to Raise Literacy Achievement (i.e., Reading Achievement Plans, Striving Readers Subgrant, Multi-tiered Systems of Support, Emergent Literacy, Early Literacy, Conventional Literacy, Adolescent Literacy, literacy pyramid, Sit Together and Read etc.)

f. Urban Regional Literacy Specialist qualifications:

1. Master's degree in special education or related services; or bachelor's degree in special education and master's degree in reading/literacy or another appropriate field (i.e., speech and language pathology); or master's degree in reading/literacy and at least 2 years serving as a Regional Early Literacy Specialist under the current State Systemic Improvement Plan;
2. Experience teaching in an urban setting;
3. Knowledge of the science of reading and evidence-based language and literacy practices, methodology and remediation/intervention techniques;
4. Preference will be given to candidates with experience in leading and facilitating change efforts related to literacy;
5. Excellent oral and written communication skills;
6. Experience in providing professional learning opportunities to increase language and literacy outcomes;
7. Ability to interpret educational data from a wide variety of resources (i.e., K-3 literacy measure on the district report card, screening and diagnostic data); and
8. Experience facilitating or participating in the Ohio Improvement Process preferred (working at the teacher, building and district level).

4. General Personnel Requirements:

- a. The Fiscal Agent shall not use any of the Grant Funds allocated under this Agreement to compensate its employees for performing work that is outside the scope of this Agreement. The scope of this Agreement includes collaboration within the statewide system of support, such as planning meetings and efforts to enact regional support related to the deliverables in this Agreement.
- b. All personnel funded through this Agreement are employed by the Fiscal Agent;
- c. The personnel funded through this Agreement shall not be considered employees of the Department for any purpose including, but not limited to, application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, the provisions of the Internal Revenue the Department, Ohio tax law, workers' compensation law and unemployment insurance law;
- d. The personnel funded through this Agreement are not entitled to workers' compensation or other employee benefits offered by the Department. It is strongly advised that the Fiscal Agent obtain independent workers' compensation coverage. The Department will not be held liable for injuries received by personnel;
- e. The policies and practices of the Fiscal Agent will also apply to all personnel funded by this Agreement unless otherwise outlined in or contrary to this Agreement;
- f. The Fiscal Agent shall take all reasonable steps necessary to require that personnel funded by this Agreement maintain confidentiality and comply with all Family Educational Rights and Privacy Act (FERPA) requirements;
- g. The Fiscal Agent shall ensure that all personnel funded by this Agreement that are employed on less than a 12-month contract be available to implement initiatives year-round and attend meetings, workshops, and trainings that have been planned and scheduled in advance by the Department; and
- h. For the purpose of this Agreement, full-time personnel are considered to be those whose employment with the Fiscal Agent is for a minimum of 180 days. Benefits for personnel whose Fiscal Agent contract is less than 180 days may be prorated based on 180 days being equivalent to a 1.0 FTE.

Section 5: Scope of Work (See also Reporting Requirements – Appendix K

The Fiscal Agent shall be responsible for the oversight of the deliverables as outlined herein.

- A. The overarching work of the SST is school improvement which integrates implementation in the following three practice areas: organizational leadership practices, capacity building and professional capital and inclusive instructional practices. All key areas support the 10 strategies, 3 core principles, and four equal learning domains of Each Child, Our Future

Ohio's Strategic Plan for Education. The improvement framework supported by the SSTs and utilized by SSTs, districts, buildings and teacher-based teams is the Ohio Improvement Process and key strategies related to improvement efforts are identified within each focused area in this agreement.

- B. Service is targeted to the school districts and buildings as identified in our differentiated accountability system by the Office for Improvement and Innovation as well as those identified by the Office for Exceptional Children as *Needs Assistance, Needs Intervention or Needs Substantial Intervention*. This includes, but is not limited to; Ohio's 8 Urban districts, districts in Academic Distress, districts identified as "Intensive," "Moderate" districts (those with a "D" or an "F" on the report card), "Priority" schools, "Focus" schools and "Watch" schools (as they sit within an identified district) and those in support with the State Systemic Improvement plan or in "needs intervention" or any other district as identified by the Office for Exceptional Children.
- C. **Regional Service Plan:** The Fiscal Agent shall develop a regional service plan for the fiscal year based on the issues identified in the regional needs' assessment provided by the Department. The regional service plan shall identify specific S.M.A.R.T. goals, strategies, and measurable outcomes across the 3 – 21 population of students served in public districts, community schools, and public services agencies. The regional service plan shall detail the services outlined in this Agreement provided to districts in their region. The regional service plan shall be submitted to the Department through the CCIP no later than **November 30, 2021, and November 30, 2022, respectively.**
- D. **Annual Final Report:** (Performance Agreement Deliverables (PAD)-Final Report) The Fiscal Agent shall complete and submit an annual report due July 1, 2021, and July 1, 2022. This report will be a summary of monthly progress of service and support provided, using the Department-provided document. If additional specialized information/data/reports are required, reporting requirements shall be prescribed by the Department with requests for such reports made to and provided by the SST Director. All persons providing the services in this Agreement are required to submit data through the tracking system prescribed by the Department.
- E. **Monthly Progress tracking and bi-annual Reports:** The Fiscal Agent shall complete and submit a performance agreement deliverable document to the Department twice a year, on January 8th and July 1st (which is the Annual Final Report). The Fiscal Agent shall track monthly progress of implementation of services provided, using the Department-provided document. The Fiscal Agent shall include the S.M.A.R.T. goals developed and submitted within the Regional Service Plan and identify support needed from the Department as appropriate to meet goals.
- F. **Continuous Improvement Support:** SSTs provide support to districts and schools to meet state and federal requirements, facilitate and support a comprehensive needs assessment (Ohio's One Needs Assessment) to determine root cause, support research efforts through

the use of Ohio's evidence-based clearing house or other clearing houses, facilitate districts' development of one focused, coherent plan (Ohio's One Plan) and provide implementation support and monitoring of implementation through the system structure of the Ohio Improvement Process. (See also Appendix E).

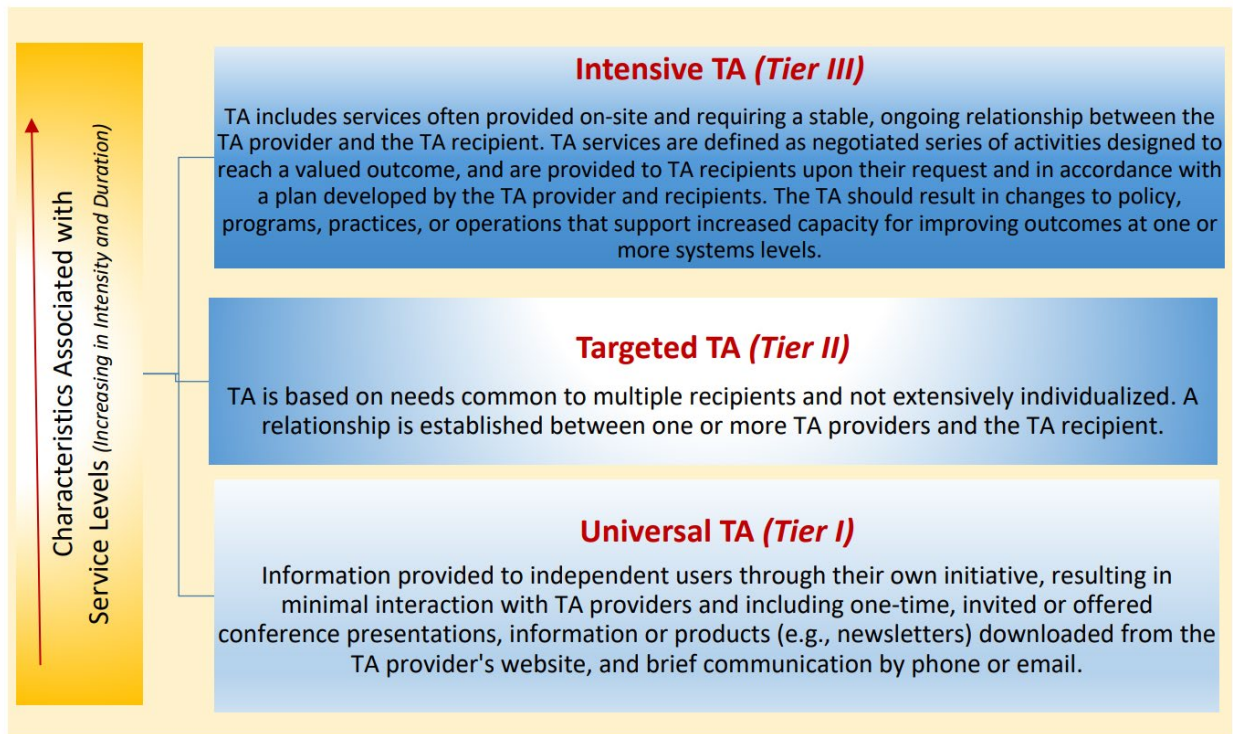
1. SSTs will provide [high-quality professional development services](#) (e.g., coaching, resources, etc.) and other types of support for each district identified as being in the comprehensive/intensive or targeted support tiers including coaching and technical assistance to build the capacity of the district to improve instructional practices and student learning across the 3 – 21 student population in each school within the district using the following process:
 - a. Support district leadership, building leadership and in some cases, teacher-based teams in the effective use of the Ohio Improvement Process (OIP) continuous improvement framework to:
 - i. Identify its most essential needs and conduct root cause analysis using student data and adult implementation data (Step 1);
 - ii. Research and select evidence-based practices, using levels of evidence as defined by ESSA (Step 2);
 - iii. Develop a single, comprehensive district plan for addressing identified needs that is built around a limited number of focused goals and strategies; and align resource use with identified needs and associated goals and strategies (Step 3);
 - iv. Implement the plan across the district; and monitor, on an ongoing basis, the degree of implementation and resulting progress in meeting identified goals (Step 4); and
 - v. Refine the plan, on an ongoing basis, based on data (i.e., quantitative and qualitative information/student and adult implementation) collected (Step 5).
 - b. Assess the functional effectiveness of the OIP as a continuous improvement framework including alignment of collaborative team structures to support continuous learning and improvement at the district, school, and classroom level across the age 3 – 21 student population.
 - c. Identify, based on the SST's assessment of each district's use of the OIP as a continuous improvement framework, the Priority needs for SST support of each district in the comprehensive/intensive or targeted tier. Such support to the district must include, at a minimum, consultation, improvement networking, and/or coaching in the effective use of the OIP framework, including the establishment and use of functional collaborative implementation teams. The SST support consists of support with creation and ongoing utilization of DLT, BLT (systems support) and TBT (instructional support) in order to build/refine a foundation for system-wide inquiry and learning and

ensure equitable opportunities to learn for all students across the 3 – 21 student population.

- d. Design the integrated approaches in which the SST will provide support to districts in the comprehensive/intensive and targeted tiers (see characteristics of support and examples of services above), the degree to which school-level support should be provided in collaboration with district-designated personnel (e.g., OIP internal facilitator RELS, PBIS consultant), and the mechanism for delivering support (e.g., individualized on-site support, multi-district virtual support, etc.) for the purpose of building the capacity of districts to meet district-identified needs across the 3 – 21 student population.
 - vi. For Districts with a Priority school and identified as within the Comprehensive tier, for those districts identified in intensive status and districts with Priority schools and Priority schools not in Intensive districts, the SST will shall provide the following support:
 - Jointly, in partnership with the district, develop and document the provided supports through a service agreement (See Appendix L).
 - Ensure the district is supporting the identified Priority and Focus schools so that a comprehensive needs assessment (One Needs Assessment) and a comprehensive improvement plan (One Plan) are used to reduce identified gaps in student performance for students with disabilities, vulnerable populations, children in foster care, justice involved students, children in military families, migrant children, and homeless; and improve postsecondary transition and workforce readiness for all children 3 through 21, particularly children and youth identified or suspected of having a disability.
 - Ensure the identified Priority and Focus schools are implementing their comprehensive improvement plan (One Plan) and that the district is providing needed support to the identified schools. Support should focus around the following: a focus on leadership, human capital capacity and inclusive instructional support at the district/DLT team, BLT team and in some cases TBT for the Priority when in conjunction with the district support.
 - Provide customized tiered support to districts in the comprehensive/Intensive and targeted support categories using the OIP continuous improvement framework and associated state-developed/state sanctioned tools and support documents.

- e. Partner with Department staff, OEC section teams, Literacy team, PBIS team, ESCs, and other organizations to provide professional learning opportunities, consultation, and/or coaching to designated districts, and to disseminate information and resources to all districts and other relevant organizations across the region in order to:
- f. Evaluate annually the ways in which SST services have positively impacted district capacity to improve instructional practice, equitable access to high-quality instruction for all students across the age 3 – 21 student population, and educator and student learning across the district.
- g. Provide information to districts and schools in the region to improve districts' knowledge of federal and state laws, rules and regulations, standards and guidance including new initiatives to support the whole child across the age 3 – 21 student population.

2. **SST Service Delivery:** Decisions about the delivery of SST services and the gradual release of services should be directed by the following guiding principles regarding tiered support:



- a. SSTs must allocate at least 90% of their human and fiscal resources to supporting districts identified by the Department as being in the comprehensive (Intensive support) and targeted (moderate support) tiers per this grant agreement. This support includes a combination of universal, targeted, comprehensive/Intensive, and technical

assistance based on the districts' needs assessment and deliverables outlined in this Agreement across the age 3 – 21 student population. Utilize Appendix L Service Delivery form) for service delivery for comprehensive support districts.

- b. SSTs must allocate no more than 10% of their human and fiscal resources to providing universal (tier I) support to all districts, partners, and other relevant organizations in the region. Such support should be designed to improve equitable access to high quality instructional practice for all students and student groups across the 3 – 21 student population; and
- c. Use the agreed-on implementation indicators to assess – on at least an annual basis – district progress in each of the areas of practice: inclusive instructional and organizational leadership, capacity building through human capital management, and inclusive instructional practice.

3. **Office for Exceptional Children Objectives:** The Office for Exceptional Children has identified the following objectives which are practice areas for the office to build support for districts and school leaders which are key for continuous improvement related to Special Education. The Regional SSTs are integral in the delivery the following objectives. The Regional SSTs, OEC's Urban Support Team and OEC and identified department offices will work collaboratively to:

Office for Exceptional Children Objectives Alignment with	SST Performance Agreement Practice Areas Deliverables
a. Increase focus on language and literacy, including early literacy. The increased focus will include support provided by Regional Early Literary Specialists including dedication of one individual Urban Regional Literacy Specialist to each of the eleven districts supported by the Urban Support Team.	Aligns with SST deliverables in sections 1(B), 2(B) and 3(B).
b. Provide additional professional development activities and technical support to the IEP teams in the eleven districts supported by the Urban Support Team to ensure students across the 3 – 21 student population receive the necessary supports and services pursuant to the requirements of the IDEA and that decisions are made on an individualized basis.	Aligns with SST deliverable In Sections 1(A)e, and 1(A)f, 2(A), 2(B), 3(A) and 3(B)
c. Provide professional development for leadership and teachers (with particular attention to the eleven districts supported by the Urban Support Team focused on areas of greatest need and with emphasis on student achievement, including LRE across the 3 – 21 student population.	Aligns with SST Deliverables in Sections 1(A)e, and 1(A)f, 2(A), 2(B), 3(A) and 3(B)

d. Provide targeted support to improve school climate (i.e., a climate where every student feels safe and engaged) and implementation of a district-wide system of positive behavioral intervention and support (PBIS) including Tier II and Tier III interventions and supports across the 3 – 21 student population.	Aligns with SST deliverables In Sections 1(A)e, and 1(A)f, 2(A), 2(B), 3(A), 3(B) and 4.
e. Provide support for the implementation of robust multi-tiered systems of support ("MTSS") across the 3 – 21 student population).	Aligns with SST deliverables In Sections 1(A)e, and 1(A)f, 2(A), 2(B), 3(A), 3(B) and 4.
f. Provide technical support and assistance to each of the eleven districts supported by the Urban Support to include guidance regarding the eleven districts' responsibilities for providing IDEA "related services" that address the mental health needs of students with disabilities across the 3 – 21 student population.	General alignment with all SST deliverables In Sections 1(A)e, and 1(A)f, 2(A), 2(B), 3(A), 3(B) and 4.
g. Increase focus on strategies for improving post-secondary transition outcomes, including language and literacy (adolescent literacy).	Aligns with SST deliverables In Sections 1(A)e, and 1(A)f, 2(A), 2(B), 3(A), 3(B) and 4.
h. Increase the eleven districts' knowledge and use of a universal design for learning framework and the use of assistive technology across the 3 – 21 student population.	Aligns with SST deliverables In Sections 1(A), 2(A), 2(B), 3(A), 3(B) and 4.
i. Continue to focus on helping parents and students understand the options for students with disabilities to continue with their education until they reach the age of 21 or have fulfilled the requirements for graduation that apply to students without disabilities.	Aligns with SST deliverable In Sections 1(A)e, and 1(A)f, 2(A), 2(B), 3(A), 3(B) and 4.

Scope of Work Practice areas (SST Deliverables):

The substantive goal of Ohio's statewide system of support (SSoS) and, by extension, the state support team (SST) network that is its foundation, is to build the capacity of all districts to provide every child and youth with equitable opportunities to learn. Its operational goal is to improve the learning of children and youth through the use of inclusive instructional practices that support students' development of foundational knowledge and skills, competence with well-rounded academic content, reasoning skills, and social-emotional skills – critical domains represented in Ohio's new strategic education plan. Ohio's SSoS views districts – and all schools within each development of foundational knowledge and skills, competence with well-rounded academic content, reasoning skills, and social-emotional skills – critical domains represented in Ohio's new strategic education plan. Ohio's SSoS views districts – and all schools within each district – as the unit of change and improvement.

INCLUSIVE INSTRUCTIONAL & ORGANIZATIONAL LEADERSHIP GOALS AND IMPLEMENTATION INDICATORS:

Practice area 1(A): Organizational Leadership Practices for Continuous Improvement
SST provides services (outlined below) to districts and schools from preschool through grade 12 designated by the Department which are designed to support development and implementation of methods and strategies necessary to implement evidence-based strategies outlined in the district or building improvement plans (One Plan). SST will provide technical assistance and ongoing support for districts to develop and implement local ESSA plans that prioritize the use of data and evidence to respond to local needs and engage in continuous improvement for the following: • Develop and implement comprehensive improvement plans (One Plans); • Support schools in development and implementation of targeted improvement plans; • Develop or utilize tools related to school-level needs assessments (One Needs Assessment) and the selection of content specific evidence-based interventions.
Services across the 3 – 21 student population 1(A)a. Coaching district and building leadership and OIP Internal facilitator to develop a systematic approach to school improvement in which research- and evidence-based strategies are identified and implemented. 1(A)b. Cross-district leadership development coaching 1(A)c. Training to improve implementation of the Ohio Improvement Process (OIP) including training for TBT, BLT and DLT; and Internal Facilitators. 1(A)d. Coaching and technical assistance as an identified need related to improvement system structures: - Engagement of stakeholders (leaders, teachers, parents, media, and community) in collaborative strategic and systemic school improvement planning; - Data-driven cycle of continuous improvement for monitoring short- and long-term goals (this includes student data and adult implementation data); - Building capacity for school improvement through Distributed Leadership Models; - Implementing systemwide support of standards-based instructional practice grounded in research-based pedagogical approaches; - Prioritizing professional capital, time, and resources to drive instructional improvement; and - Implementation of a system approach to continuous improvement utilizing a common set of tools- Ohio Improvement Process (OIP), One Needs Assessment, Ohio’s Evidence-Eased Clearing house, Planning Tool and Support Tool. 1(A)e. Coaching of selected district and building leaders to improve instructional leadership and facilitation of coaching within the OIP in relation to the following: - Fully integrate early childhood personnel and their leaders into continuous improvement efforts and leadership development by being on-site with schools and districts to ensure improvement processes include and integrate early childhood students, families and partners, and by providing professional learning and technical

assistance on early childhood strategies for school improvement aimed at administrators/principals.

- ii. Universal Design for Learning (UDL) to build capacity and integrate support of UDL in the continuous improvement process. (See OEC objective h).
- iii. Positive Behavioral Interventions and Supports framework, and support system-wide implementation to improve school climate and reduce exclusionary discipline practices.
- iv. Data-informed instruction and intervention.
- v. Inclusive instructional practices: Ensure district and building leaders are prioritizing inclusive practices and promoting collaboration across general education and special education teachers in the planning and supports offered to students across all three tiers of instruction (core, small group intervention, intensive intervention), (see OEC objectives c and e).
- vi. Co-plan to co-serve: Ensure district and building leaders are promoting co-plan to co-serve strategies. For example, intervention specialists pushing on as opposed to pulling out students for services. Provide planning time for general education, special education teachers, intervention specialists and support personnel. Include all in Teacher Based Team planning and data discussion. (See OEC objective c).
- vii. Inclusive instructional leadership practices as established and identified through Systemic Improvement practices review:
Districts, schools, and instructional teams engage in continuous learning through inquiry processes involving formative assessment, thoughtful reviews of data, and on-going monitoring of agreed-upon actions and their desired outcomes.

Districts expand capacity system-wide through a reciprocal system of support and accountability. Efforts to build capacity are intentional, aligned to district goals, based on relevant data, and responsive to the needs of personnel. Districts shape their organizational cultures in ways that make those cultures collaborative, caring, ethical, equitable, and amenable to positive change. (See OEC objective c and d).

1(A)f. Facilitate Peer Network opportunities for districts to build a collaborative environment and share experiences of implementation related to evidence-based strategies. The focus topics for peer networks will be coordinated with the department to build coherence across the state system of support (may be accomplished through or overlap with Regional Literacy Network).

Implementation Indicators across the age 3 – 21 student population

- a. **Quality of Planning:** As a result of SST's coaching and support, district leaders have a continuous improvement plan that articulates clear strategies and shows how these strategies help to meet their targets. District leaders have identified a team responsible for implementing the strategies in this plan.
- b. **Capacity:** As a result of SST's coaching and support, district leaders have specified the roles that everyone will need to play – at the state, district, and classroom levels – in order to implement each of the district's strategies.

c. Evidence of Progress: As a result of SST’s coaching and support, district leaders have evidence that shows whether the district’s strategies are working as intended to have an impact on the targets.

- i. As a result of SST’s coaching and support, districts’ school improvement plans (for targeted and comprehensive districts) will reflect an integration of early learning and capacity building for school administrators when the data suggests need.
- ii. As an indicator of implementation of peer networks, provide meeting dates, scope and sequence of topics, attendance and pre- and post-survey results.

Practice area 1(B): Organizational Leadership Practices for Literacy Improvements

An SST provides technical assistance and coaching to selected district and building leaders, including the 11 Districts, to improve instructional leadership and facilitation of instructional leadership focused on evidence-based language and literacy development and increasing literacy outcomes for all students across the age 3 – 21 student population.

Services across the age 3 – 21 student population	Implementation Indicators across the age 3 – 21 student population. SSTs will provide the following to the Department:
1(B)a. Implement a regional network to support district and building leaders and educators in implementing evidence-based language and literacy practices for core instruction and intervention. (See Office for Exceptional Children objective a).	Meeting dates, scope and sequence of topics, attendance and survey results to the Department
1(B)b. Facilitate the Reading Tiered Fidelity Inventory and providing guidance on development of building reading plans and supports for Reading Improvement and Monitoring Plans within a strong MTSS.	A list of the districts/community schools engaged in Reading-Tiered Fidelity Inventory (can be documented in Michigan’s Integrated Behavior and Learning Support Initiative (MiMTSS reporting system))
1(B)c. Facilitate the Reading Tiered Fidelity Inventory and supporting school through a Coaching Service Delivery Plan.	Evidence of SST support in facilitation or the development of a Coaching Service Delivery Plan
1(B)d. Provide support to district and building leadership in the implementation of the Third Grade Reading Guarantee and Dyslexia Supports legislative requirements.	A list of district/ community schools engaged with Regional Early Literacy Specialist and staff in the development of Reading Achievement Plans they support. Provide list of services related to the Third Grade Reading Guarantee and Dyslexia Supports statutory requirements • Reading Achievement Plan development support (data analysis and plan development)

	• Reading Improvement and Monitoring Plan support • Analysis of the K-3 literacy measure on the district report card
1(B)e. Specific supports outlined in <i>Ohio's Plan to Raise Literacy Achievement</i> , State Systemic Improvement Plan, and the State Personnel Development Grant agreements and (see Office for Exceptional Children objective a).	See <i>Ohio's Plan to Raise Literacy Achievement for Goals and Objective</i> , State Systemic Improvement Plans and the <u><i>State Personnel Development Grant Agreements</i></u> and report progress to the Department toward each one of the supports outlined
1(B)f. When appropriate, support Comprehensive Literacy State Development Model Sites.	Details will be specific to each regions model site technical assistance plans development with the Department's literacy team.

CAPACITY BUILDING AND PROFESSIONAL CAPITAL GOALS AND IMPLEMENTATION INDICATORS:

Practice area 2(A): Capacity Building and Professional Capital for Continuous Improvement
The SST, ODE Urban Support Team (when an urban district) and district will jointly develop a district collaborative partnership (service delivery) agreement. In this agreement, the SST and Urban Support Team (when working with urban districts) will document in jointly developed district collaborative partnership agreements that include responsibilities for districts, ODE urban team and SSTs' scope of work activities (including how progress is measured). SSTs will help districts reduce identified gaps in student performance for students with disabilities, vulnerable youth, children in foster care, justice involved students, children in military families, migrant children, and homeless; and improve postsecondary transition and workforce readiness for all children ages 3 to 21, particularly children and youth identified or suspected of having a disability through the following: • Supporting implementation of evidence-based language literacy instruction and intervention strategies aligned to the science of reading that will improve language literacy skills and outcomes for children birth through grade 12. (See OEC Objectives a, g and i). • Supporting implementation of evidence-based instruction and intervention strategies that meet the social and emotional needs of preschoolers, and that will improve the academic and functional achievement of preschool children. • Supporting implementation of evidence-based instruction and interventions to support academic and social emotional and behavioral needs across the age 3 – 21 student population). • By conducting training to improve district staff understanding and implementation of transition strategies designed to have students with disabilities ready for college, careers, and/or independent living, which will reduce dropouts, increase graduation

by meeting standard requirements, and improve post-school outcomes for students with disabilities. (See OEC Objective g and i)

Services across the 3 – 21 student population

2(A)a. Providing professional learning opportunities and coaching for district staff to provide students with high-quality evidence-based instruction in a language-rich environment, including identifying barriers to achievement (Equity) and Least Restrictive Environment (LRE) to incorporate instructional tier 2 and tier 3 evidence-based language and literacy supports (see OEC Objective a, c, e, f and h).

2(A)b. Developing and facilitating partnerships with organizations and agencies that provide support to parents and families to support language and literacy learning outside of school.

2(A)c. Providing district staff with professional learning opportunities and coaching to improve use of academic and behavioral supports to improve school climate.

2(A)d. Providing district staff with professional learning opportunities and coaching for district-wide system of positive behavior interventions and supports including tier II and tier III intervention and supports to improve knowledge and implementation of positive behavior interventions and supports; (see OEC Objective d)

2(A)e. Collaborating with Educational Service Center consultants and PBIS Regional Field Coordinators to develop and implement regional PBIS training and coaching plans.

2(A)f. Providing district staff with professional learning opportunities to improve the efficacy and fidelity of evidence-based language and literacy instruction and interventions based in the science of reading for students with disabilities in less restrictive settings (see OEC objectives a and c).

2(A)g. Providing district staff with professional learning opportunities to improve understanding of, and implementation of evidence-based strategies designed to have students with disabilities ready for college, careers and/or independent living (see OEC objective g).

Implementation Indicators across the 3 – 21 student population

a. **Collect** (and provide upon request) indicators of professional learning opportunities and coaching conducted, including pre- and post-participant assessments; attendance; participant surveys, including the PBIS post-training survey; and service hours for comprehensive and targeted districts.

- i. As an indicator of the impact of the professional learning opportunities and coaching, **district leaders have evidence** that shows whether the district's strategies are working as intended. Annual evidence may include the following student data points (aligned with **districts** Continuous Improvement Goals):

- Preschool performance and kindergarten readiness
- Indicators of IDEA compliance, including Indicators 6, 7, and 12
- At Risk K-3 Reading
- Chronic Absenteeism
- Federal Graduation Rate
- Gap Closing
- Least Restrictive Environment (State Performance Plan indicator 5a)
- Performance Index

- Suspension and Expulsion
- Restraint and Seclusion
- State Performance Plan indicator 4a

Practice area 2(B): Capacity Building and Professional Capital for Literacy Improvements

SSTs provides support and assistance to districts based on identified needs across the age 3 – 21 student population. For those most intensive districts the SST will document in jointly developed district collaborative service agreements that include responsibilities for the Department’s Urban Support Team districts and SST scope of work activities.

Services across the age 3 – 21 student population	Implementation Indicators across the age 3 – 21 student population
2(B)a. Provide district and building staff with training on instructional coaching for evidence-based language and literacy instruction based in the science of reading. Professional development will also include supports for educators serving students at-risk for and identified as having dyslexia.	The SSTs will collect pre- and post-participant assessments; attendance; participant surveys and submit a summary of results to the Department’s literacy leadership team (OEC and OATPL).
2(B)b. Facilitate professional learning opportunities, and follow up coaching when applicable, in evidence-based language and literacy instruction (e.g., Language Essentials for the Teachers of Reading and Spelling; the early childhood and the third edition face to face; Heggerty Phonemic Awareness Curriculum; Sit Together and Read; Explicit Instruction, structured literacy, etc.) (see Office for Exceptional Children objective a).	The SSTs will collect pre- and post-participant assessments; attendance; participant surveys; student data and submit a summary of results to the Department.
2(B)c. Facilitate professional learning opportunities to improve the efficacy and fidelity of evidence-based language and literacy instruction and interventions, grounded in the science of reading, for students with disabilities in their least restrictive environments (see Office for Exceptional C children objectives a and c).	The Department will review Reading Achievement Plans. Local Literacy Plans and Special Education Profiles for evidence of impact.
2(B)d. Specific supports outlined in Ohio’s Early Literacy Pilot, State Personnel Development Grant agreements and <u>Ohio’s Plan to Raise Literacy Achievement</u>	See <u>Early Literacy Pilot and State Personnel Development Grant Agreements</u> and report on progress toward each one of the supports outlined

2(B)e. When appropriate, support Comprehensive Literacy State Development Model Sites.	Details will be specific to each regions model site technical assistance plans development with the Department’s literacy team.
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INCLUSIVE INSTRUCTIONAL PRACTICES GOALS AND IMPLEMENTATION INDICATORS:

Practice area 3(A): Inclusive Instructional Practices for Continuous Improvement
SST provides a tiered system of support and assistance to districts based on identified needs to promote implementation of evidence-based strategies to improve instruction and student performance for all children 3 to 21, particularly children and youth identified or suspected of having a disability. (See OEC objective e). SST services and strategies shall be evidence-based as defined by Every Student Succeeds Act including the following: • Providing district staff with coaching and professional learning opportunities to improve their knowledge and implementation of positive behavioral interventions and supports and leading to improvements in school climate and reductions in disciplinary removals (PreK-12). (See OEC Objective d) • Supporting implementation of evidence-based strategies that will improve the instruction and performance of students identified or suspected of having a disability. These evidence-based strategies include Universal Design for Learning (UDL), co-plan to co-serve, and appropriate formative and summative assessment. (See OEC Objectives c, e and h). • Provide preschool-specific training and technical assistance on the following topics based upon on the needs of your region: a. Least Restrictive Environment (Indicator 6) i. Itinerant Services b. Child Outcomes Summary Processes (Indicator 7) c. Child Find i. Part C to Part B Transition (Indicator 12) ii. Technical assistance in creating or revising Interagency Agreements on transition, or convening partners to discuss Interagency Agreements, but not writing or revising agreements. d. ETR/IEP writing and processes. e. Play-Based Assessment f. Ohio Operating Standards for the Education of Children with Disabilities – including all areas pertaining to Preschool Special Education.
Services across the 3 – 21 student population 3(A)a. Providing district staff with professional learning opportunities and coaching to improve teachers’ effectiveness with the use of Universal Design for Learning (UDL) and use of learning standards, assistive technology, curriculum and formative and summative assessment (see OEC Objective h).

- 3(A)b. Providing district staff with professional learning opportunities and coaching to implement inclusive co-plan to co-serve strategies.
- 3(A)c. Providing district staff with professional learning opportunities and coaching which improves the implementation of intensive intervention/support and design for individual students (see OEC objective e).
- 3(A)d. Providing support for the implementation of robust multi-tiered system of support (MTSS), providing district staff with professional learning opportunities and coaching focused on areas of greatest need and with emphasis on student achievement including Least restrictive environment (see OEC Objective c and e).
- 3(A)e. Providing district staff with professional learning opportunities and technical assistance to the IEP team to ensure students receive the necessary supports and services pursuant to the requirements of the IDEA and that decisions for students are made on an individual basis. These decisions might include such things as; assistive technology, least restrictive environment, student achievement, related services, behavior (see OEC Objective b)
- 3(A)f. Providing district staff with preschool-specific training and technical assistance on the following topics based upon on the needs of your region:
- a. Least Restrictive Environment (Indicator 6)
 - i. Itinerant Services
 - b. Child Outcomes Summary Processes (Indicator 7)
 - c. Child Find
 - ii. Part C to Part B Transition (Indicator 12)
 - iii. Technical assistance in creating or revising Interagency Agreements on transition, or convening partners to discuss Interagency Agreements, but not writing or revising agreements.
 - d. ETR/IEP writing and processes
 - e. Play-Based Assessment
 - f. Ohio Operating Standards for the Education of Children with Disabilities – all areas pertaining to Preschool Special Education.

Implementation Indicators across the 3 – 21 student population

Collect (and provide upon request) indicators of professional learning opportunities and coaching conducted, including pre- and post-participant assessments; attendance; participant surveys, including the PBIS post-training survey; and service hours for comprehensive and targeted districts.

- a. As an indicator of the impact of the professional learning opportunities and coaching, **district leaders have evidence** that shows whether the district's strategies are working as intended. Annual evidence may include the following student data points (aligned with districts Continuous Improvement Goals):
 - i. Preschool performance and kindergarten readiness
 - ii. Indicators of IDEA compliance, including Indicators 6, 7, and 12
 - iii. At Risk K-3 Reading
 - iv. Chronic Absenteeism
 - v. Federal Graduation Rate
 - vi. Gap Closing

- vii. Least Restrictive Environment (State Performance Plan indicator 5a)
- viii. Performance Index
- ix. Suspension and Expulsion
- x. Restraint and Seclusion
- xi. State Performance Plan indicator 4a

Practice area 3(B): Inclusive Instructional Practices for Literacy Improvements

The SST provides a tiered system of supports and assistance to districts based on identified needs to promote implementation of evidence-based language and literacy strategies, grounded in the science of reading, to improve instruction and student performance for all children ages 3 to 21, particularly children and youth identified or suspected of having a disability (see Office for Exceptional Children objectives a and g).

Services across the age 3 – 21 student population	Implementation Indicators across the age 3 – 21 student population
3(B)a. Specific supports outlined in the State Systemic Improvement Plan,, State Personnel Development Grant agreements and <u>Ohio's Plan to Raise Literacy Achievement</u> . (Targeted and intensive technical assistance)	See State Systemic Improvement Plan, <u>and State Personnel Development Grant Agreements</u> and report on progress toward each one of the supports outlined
3(B)b. Utilize the Read Schools Guide for Literacy as part of the tiered system of supports and services with districts.	

CULTURE, CLIMATE AND INTEGRATED STUDENT AND FAMILY SUPPORT GOALS AND IMPLEMENTATION INDICATORS:

Practice Area 4: Culture, Climate and Integrated Student and Family Support

SSTs work to encourage family and community engagement, which is defined as families, education programs, and community partners working together to help children and youth learn, grow, and prepare for their future across the age 3 – 21 student population.

Services across the age 3 – 21 student population

- 4a. Each SST will assign one or more staff members to facilitate the Partnerships for Literacy process building principals of the SSIP Cohort I and II elementary schools.
- 4b. Designated staff will attend trainings and webinars for Partnerships for Literacy and coordinate support for the principal and school team with the RELS. (See OEC objective a)
- 4c. Each SST will designate one or more staff members to receive training in the National Network of Partnership Schools (NNPS) evidence-based model for family and community engagement.
- 4d. At least one staff person will be designated as an NNPS coach and will attend trainings with selected district leaders and teams and provide regular coaching support for the district leader.

4e. In FY21 and FY22, this selected staff member will be required to commit about 50 – 60 hours of work.

4f. To address the requirements of the ODE partnership with the Ohio Statewide Family Engagement Center, each SST must allocate \$9,000 of GRF funds to this selected individual's salary or ensure the personnel funded with GRF funds engages in the family engagement work up to an amount of time equal to \$9,000 of their salary.

4g. SSTs will be required to expend Statewide Family Engagement Center grant funds according to their approved regional plan in consultation with the Office of Integrated Student Supports and the Statewide Family Engagement Center.

4h. Each SST will designate one more staff member to coordinate regional supports and services to strengthen effective family and community engagement in support of students with disabilities.

Designated staff will attend the Family Community Engagement Network meetings and webinars. The family and community engagement network will support: the implementation of family engagement focus integrated into DLTs, BLTs and TBTs and specific attention to curricula, instruction, and assessment as related to family engagement. Supporting the following:

- Improving the quality of parent-teacher communication
- Helping leaders and teachers gain the confidence and skills necessary to work with families
- Developing home and school partnerships focused on student grade-level learning goals
- Building community and creating a school culture that honors communities and families as partners
- Designing and supporting the implementation of a statewide family engagement recognition program for schools and/or districts, including the process, criteria, and programmatic elements.

Implementation Indicators across the 3 – 21 student population

- a) As an indicator of Partnerships for Literacy support, the SST provides evidence of school Partnerships for Literacy team meetings, results of school Family Engagement for Language and Literacy Inventory, school family engagement action plans, and record of SST coaching support provided aligned to Ohio's Plan to Raise Literacy Achievement.
- b) As an indicator of support provided for the NNPS project, provide evidence of school Action Team for Partnerships meetings, results of school-level family engagement data collection, family engagement action plans, and a record of SST coaching support provided to the district leader.
- c) As evidence of utilization of Statewide Family Engagement Center grant funds, provide evidence of an approved regional plan and regular invoices to Mahoning County ESC for reimbursement.
- d) As evidence of designate staff member(s) to coordinate regional supports and services to strengthen effective family and community engagement in support of students with disabilities and other vulnerable populations, provide evidence of topics,

quantity, and effectiveness of technical assistance and training provided to school personnel, families, and to community partners. Such as:

- i. Improving supports, knowledge and practices for family engagement and supports in IEPs, transitions (specifically post-secondary planning), and other interactions and planning.
- e) As evidence of participation in FCE Network, provide evidence of support such as participant satisfaction with:
 - i. coaching and technical assistance provided to districts or schools regarding implementation of high-quality family engagement integrated into DLTs, BLTs and TBTs, curricula, instruction, assessment, school climate and culture, attendance, behavioral supports (PBIS) as related to family engagement.
- f) Participation in designing a statewide family engagement recognition program for schools and/or districts, including the process, criteria, and programmatic elements.
- g) As an indicator of the impact of the climate and integrated student and family support, track 3-5 of the following student data points, one of which must be Least Restrictive Environment (**aligned with district's Continuous Improvement Goals**) and use these data to inform ongoing support annually:
 - i. Preschool performance and kindergarten readiness
 - ii. Performance Index
 - iii. Federal Graduation Rate
 - iv. Least restrictive environment (State Performance Plan Indicator 5a)
 - v. At Risk K-3 Reading
 - vi. Discrepancy (State Performance Plan Indicator 4a)
 - vii. Gap Closing
 - viii. Chronic Absenteeism
 - ix. Suspension and Expulsion
 - x. Restraint and Seclusion

Compliance with State and Federal Laws

In compliance with Section 508 of the Rehabilitation Act 1973 and the Americans with Disabilities Act, documents, training materials and presentations created by the SSTs will be produced in an accessible format to ensure all stakeholders are able to access these materials.

Section 6: Termination

- A. **Termination for Convenience.** The Department may terminate this Agreement, at any time and for any reason, by providing 60 days written notice to the Fiscal Agent.
- B. **Termination for Fiscal Agent Default.** The Fiscal Agent shall be in default of this Agreement if it fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (Default Notice) from the Department. During the thirty-day cure period, the Fiscal Agent shall incur only those obligations or expenditures pre-approved by the Department that are

necessary to enable the Fiscal Agent to continue its operations and achieve compliance with the terms and conditions of this Agreement.

- C. Following a default by the Fiscal Agent, the Department may exercise one or more of the following remedies.
 - 1. If the Grant Funds have not been fully disbursed, the Department may terminate any and all of the Fiscal Agent's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
 - 2. The Department may demand repayment of Grant Funds improperly expended. The Fiscal Agent shall not be required to refund Grant Funds in an amount that exceeds the Grant Funds awarded.
 - 3. Pursue any other legal or equitable remedies the Grantee may have under this Agreement or applicable law.
- D. The Department may also terminate this Agreement if the Fiscal Agent (i) defaults under another Agreement between the Department and Fiscal Agent, (ii) admits its inability to pay its debts as such debts become due, (iii) commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against the Fiscal Agent which remains undismissed or unstayed for 60 days, or (v) fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan. The events permitting early termination by the Department shall be considered a default by the Fiscal Agent and subject to the remedies available under Agreement.
- E. No remedy provided to the Department under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by the Department in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by the Department to be expedient.
- F. Within 60 days after termination of this Agreement, whether for or without cause, the Fiscal Agent shall provide the Department with a final report setting forth the programmatic information required by the Department, the total expenditure of the Grant Funds by the Fiscal Agent, and the status of this Agreement's deliverables at the time of termination. This reporting obligation shall survive the termination of the Agreement.

Section 7: Third Parties

- A. All subsidy and flow-through agreements and services contracted by the Fiscal Agent to perform services on behalf of the Fiscal Agent to meet the deliverables set forth in this Agreement shall include:

1. Deliverables to be produced by the third party;
 2. Performance measures used to evaluate the work;
 3. Documentation of implementation of work in using a Department identified tracking system;
 4. Documentation of impact of the work;
 5. Detailed financial report of expenditures; and
 6. Indirect costs under this Agreement refer to an administrative fee.
- B. Third-party contracts are subject to review by the Department on request. Copies of these contracts shall be retained and made available upon request.
- C. There are no third-party beneficiaries to this Agreement.

Section 8: Terms and Conditions

- A. Confidentiality: The Fiscal Agent, and its employees funded through this Agreement, agrees that it shall not use any information, systems or records made available to it for any purpose other than to fulfill the obligations specified herein, unless otherwise required by the Ohio Public Records Act, R.C. 149.43. The terms of this section shall be included in any subcontracts executed by the Fiscal Agent for work under this Agreement. The Fiscal Agent specifically agrees to comply with state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. The Fiscal Agent is responsible for obtaining copies of all applicable rules governing confidentiality and for assuring compliance with the rules by its employees and the Fiscal Agents. In all respects, the Fiscal Agent shall comply with all applicable provisions of Ohio and federal laws including the Family Educational Rights and Privacy Act (FERPA)) and R.C. 3319.321. For purposes of this Agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Part 99 of Title 34 of the Federal Regulations. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by state or federal law or regulation. If the Fiscal Agent experiences any breach of data security that exposes confidential information, that party shall bear all costs to notify every individual whose confidential information may have been compromised.
- B. Independent Contractors:
1. It is expressly understood that the Fiscal Agent and the Department are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other.

2. It is further understood that neither the Fiscal Agent nor its employees or agents are “employees” of the Department as the term is used in division (F) of section 124.01 of the Ohio Revised Code. The Fiscal Agent is responsible for compliance with any labor laws and contracts as it pertains to any union employees under its employment.

C. Records Maintenance and Access

1. The Fiscal Agent shall establish and maintain for at least three (3) years after the last day of the Term of this Agreement, or earlier termination of this Agreement, its records regarding this Agreement, including, but not limited to, financial reports, and all other information pertaining to the Fiscal Agent’s performance of its obligations under this Agreement. The Fiscal Agent also agrees that any records required by the Department with respect to any questioned costs, audit disallowances, litigation or dispute between the Department and the Fiscal Agent shall be maintained for the time needed for the resolution of such question or dispute.
2. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, the Fiscal Agent shall make available to the Department, its agents or other appropriate State agencies or officials all books and records regarding this Agreement which are in the possession or control of the Fiscal Agent, including, but not limited to, financial reports, and all other information pertaining to the Fiscal Agent’s performance of its obligations under this Agreement. The Department, its agents and other appropriate State agencies and officials may review, audit, and make copies of such books and records. Any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the Fiscal Agent’s normal business operations.
3. If the Fiscal Agent creates documents that will be posted to external or internet websites, it must comply with Section 508 Law (<http://criterion508.com/WebAccessibility>), which gives disabled employees and members of the public access to information that is comparable to access available to others.
4. Documents, products and software developed with IDEA Part B 611 funds must include the following disclaimer somewhere within the body of said documents, product and/or software. There are no copyright restrictions on this document, product and/or software; however, please cite and credit the source when copying all or part of this document, product and/or software.

This document/product/software was supported in whole or in part by the U.S. Department of Education, Office of Special Education Programs, (Award H027A210111 CFDA 84.027A, awarded to the Ohio Department of

Education). The opinions expressed herein do not necessarily reflect the policy or position of the U.S. Department of Education, Office of Special Education Programs, and no official endorsement by the Department should be inferred.

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The contents of this (insert type of publication: e.g., report, presentation, brief) were developed under a grant from the U.S. Department of Education, and you should not assume endorsement by the Federal Government. Project Officer, Jennifer Coffey.

D. Representations and Warranties

1. Unresolved Findings: The Fiscal Agent represents and warrants that it is not subject to an unresolved finding for recovery under section 9.24 of the Ohio Revised Code.
2. Outstanding Judgments: The Fiscal Agent represents and warrants that it has no outstanding final judgments against it by the State of Ohio, including tax liabilities, and agrees that any payments incurred by the State in this Agreement may be applied against such liabilities currently owing or incurred in the future.
3. Unfair Labor Practice: The Fiscal Agent represents and warrants that it is not listed with the Ohio Secretary of State for unfair labor practices, pursuant to section 121.23 of the Ohio Revised Code.
4. Suspension and Debarment: The Fiscal Agent represents and warrants that it is not subject to any state or federal suspension or debarment.
5. Boycott: Pursuant to section 9.76(B) of the Ohio Revised Code, the Fiscal Agent warrants and represents that it is not boycotting any jurisdiction with whom the

State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

6. Acknowledgment: The Fiscal Agent agrees that if any of the representations and warranties set forth within this Section is deemed to be false, this Agreement shall be void *ab initio*, and Grant Funds paid by the Department hereunder shall be immediately repaid to the Department.

E. Liability

1. Audit Exceptions: The Fiscal Agent shall be liable for any audit exception that results solely from its acts or omissions, or its personnel's acts or omissions in the performance of this Agreement. The Department shall be liable for any audit exception that results solely from its acts or omissions in the performance of this Agreement. If the audit exception results from the acts or omissions of both parties, the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault.

F. Adherence to Laws, Regulations

1. General: The Fiscal Agent agrees to comply with all applicable federal, state, and local laws related to its performance and obligations under this Agreement.
2. Governing Law: This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
3. Forum and Venue: All actions regarding this Agreement shall be filed in a court of competent subject matter jurisdiction in Franklin County, Ohio.
4. Ohio Ethics Laws: By its signature on this document, the Fiscal Agent certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J); and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. The Fiscal Agent understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.
5. Ohio Elections Law: The Fiscal Agent affirms that, as applicable to the Department, no party listed in Division (I) or (J) of Section 3517.13 of the ORC or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

6. Equal Employment Opportunity: In carrying out this Agreement, the Fiscal Agent shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The Fiscal Agent shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.
7. Drug-Free Workplace Compliance: The Fiscal Agent agrees to comply with all applicable state and federal laws regarding drug-free and smoke-free workplace laws.

Section 9: Miscellaneous

1. Entirety of Agreement: All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties.
2. Amendments: This Agreement may be modified or amended, provided that any such modification or amendment is in writing and agreed to by the parties to this Agreement. It is agreed, however, that any amendments to laws, rules or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing a written amendment.
3. Headings: Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
4. Assignment: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Contractor without the prior express written consent of ODE.
5. Electronic Signatures: Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

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5. Electronic Signatures: Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

In Witness whereof, the parties have caused this agreement to be executed on the last date signed below:

SST Region: 6

Fiscal Agent Name: Auglaize County ESC

Signature: Shawn Brown Date: 8-23-21

Fiscal Agent Superintendent

Signature: Stephanie K. Siddens ^{BPF}

Date: 11-1-2021

Stephanie K. Siddens, Ph.D.
Interim Superintendent of Public Instruction