

## **MEMORANDUM OF UNDERSTANDING WITH RIDGEDALE LOCAL SCHOOLS**

This Memorandum of Understanding (MOU) is made and entered into by and between the Educational Service Center of Central Ohio (hereinafter the “ESCCO”) and created under Chapter 3311 of the Ohio Revised Code, doing business at 2080 Citygate Drive, Columbus, Ohio 43219 and Ridgedale Local Schools (hereinafter referred to as “PILOT DISTRICT”) doing business at 3105 Hillman-Ford Road, Morral, Ohio 43337 (collectively referred to as “the Parties”).

This Agreement is formed to guide districts’ participation in a pilot for a **Data Science Foundations (DSF)** Algebra 2 Equivalent Course (“Pilot”).

### **SCOPE OF WORK:**

The PILOT DISTRICT commits to the following:

#### **A. Responsibilities for Administrator of Partnering Pilot Schools:**

- Attend Day 1 of summer training with first-year DSF teacher.
- Meet with first-year DSF teacher approximately once before school starts, once each month for the first 3 months of school, and once a quarter thereafter to provide support as needed.
- Work with counseling department to create class for target students.
- Name class to align with appropriate EMIS code.
- Assign teacher to the course.
- Help DSF teacher obtain necessary resources and supplies, e.g., photocopies, needed supplies.
- Allow teacher time (both face-to-face and virtually) to collaborate with other DSF teachers and Regional Facilitators.
- Allow DSF teacher time to attend professional learning meetings.

#### **B. Responsibilities for Teacher of Data Science Foundations Course:**

- Attend and participate in professional learning sessions.
- Cohorts 22 and 23 are expected to attend and participate in at least 75% of the virtual meetings, and Cohort 21 is expected to attend and participate in at least 50% of the virtual meetings.
- Participate in collaboration opportunities with other DSF teachers.
- Follow the developed scope-and sequence.
- Implement the lesson plans.
- Post created resources in shared group folder to be shared with other DSF teachers.

The ESCCO will be the fiscal agent administering the project for the Department.

The ESCCO will provide the DISTRICT with \$100 (plus payroll costs) to pay each identified PRIMARY teacher PER SCHOOL BUILDING for each day of training attended during the summer. This is intended to offset a stipend for the teacher, or teacher mileage.

The ESCCO will provide the DISTRICT with \$200 (plus payroll costs) to pay each identified PRIMARY teacher PER SCHOOL BUILDING for each day of training attended during the school year. This is intended to offset the cost of a substitute, and teacher mileage.

This Agreement shall guide the collaboration between the Ohio Department of Education, the Ohio Educational Service Center Association (OESCA), the ESCCO and the PILOT DISTRICTS by providing a mutual understanding of the roles and responsibilities of each party.

## **ARTICLE 1: TIME, DELIVERABLES, COMPENSATION, AND REPORTING**

- A. **PURCHASE OF SERVICE:** Subject to terms and conditions set forth in this MOU, the ESCCO agrees to furnish those specific goods and services detailed in this MOU.
- B. **MEMORANDUM OF UNDERSTANDING PERIOD:** This Memorandum of Understanding shall be effective from July 1, 2023, through June 30, 2024. The Memorandum of Understanding may be extended upon the same terms and conditions set forth herein if there is mutual consent of the parties that is documented in writing, but such extension will be contingent on the availability of funding.
- C. **TERMINATION OF MEMORANDUM OF UNDERSTANDING (MOU):** This MOU may be terminated by the ESCCO with thirty (30) day written notice if the Ohio Department of Education (ODE) exercises its termination rights in Section VII (A) of the sub grant agreement with the ESCCO.
- D. **COST AND DELIVERY OF PURCHASED GOODS AND SERVICES:** Subject to the limitations specified in the scope of work above, the PILOT DISTRICT will receive compensation for participation in the High School Math Pathways project (as outlined above).
- E. **ALLOWABLE COST:** ESCCO will pay and/or reimburse only those costs that are allowable under this agreement. In no event shall ESCCO pay or reimburse any amount in excess of the total value of the Memorandum of Understanding as specified in Article 1-D, *Cost and Delivery of Purchased Goods and Services*.
- F. **MONITORING AND EVALUATION:** The PILOT DISTRICT will monitor the manner in which the terms of the Memorandum of Understanding are being carried out and evaluate the extent to which the objectives are achieved. If the PILOT DISTRICT enters into a contract or service agreement with another entity, the PILOT DISTRICT also assumes the responsibilities to monitor the activities to ensure the funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contract or award agreements and that performance goals are achieved.
- G. **INVOICING:** The PILOT DISTRICT shall bill the Educational Service Center of Central Ohio, 2080 Citygate Dr., Columbus, OH, 43219 and the invoice shall be received by ESCCO no later than 30 calendar days following the month of service of goods or other deliverables.

The invoice summary will show the date of the invoice and the period for which the goods and services were rendered. Invoices may be submitted only for actual goods and services provided during the effective dates of the MOU, not to exceed the number of units or the total dollar amount authorized by ESCCO, and must reflect the approved fixed unit cost for each unit of service or the actual dollar amount of reimbursable and administrative expenses, as appropriate.

The PILOT DISTRICT must certify that claims made to ESCCO for payment of purchased goods and services are for actual goods delivered and actual services rendered and are for the completion of contracted performance measures/standards. All invoiced reimbursable expenses must be verified by supporting documentation, such as payroll records and/or itemized receipts for expenditures.

ESCCO shall review the submitted invoice for completeness and accuracy before making payment within thirty (30) days after approval, contingent upon the availability of program funds. The expenditures reported on the invoice are subject to review by ESCCO before payment is made. The PILOT DISTRICT hereby authorizes ESCCO to adjust for mathematical errors, incorrect unit rates, or non-covered goods and services and agrees that ESCCO shall not reimburse the PILOT DISTRICT for goods and services that do not have prior authorization or exceed the authorization.

ESCCO does not have the ability to compensate the PILOT DISTRICT for work performed under the Memorandum of Understanding after the purchase order for the Memorandum of Understanding has been closed. The final invoice for compensation of work performed under this Memorandum of Understanding must be received by ESCCO no later than August 1, 2024. Failure of the PILOT DISTRICT to submit the final invoice by this deadline will be deemed forfeiture and waiver by the PILOT DISTRICT for any claims for all remaining compensation due hereunder.

- H. **DUPLICATE INVOICING:** The PILOT DISTRICT certifies that any costs incurred under this Memorandum of Understanding shall not be chargeable to or included as a cost in any other financed program in either the current or prior period. Further, the PILOT DISTRICT warrants that claims made to ESCCO for payment of Purchased Goods and Services under this MOU shall be for actual goods delivered and services rendered to eligible individuals and do not duplicate claims made by the PILOT DISTRICT to other sources of funds for the same service.
- I. **REPORTING:** The PILOT DISTRICT will provide reports to ESCCO regarding Purchased Goods and Services provided on a schedule specified by ESCCO. Reporting may be required via electronic media. Reporting categories will be provided by ESCCO. The PILOT DISTRICT shall also submit a written report to ESCCO summarizing actual program expenses on a quarterly basis using the format provided by ESCCO. In addition, the PILOT DISTRICT will be required to submit supporting documentation of actual program expenditures. Each quarterly expenditure report is due no later than thirty (30) days following the end of the quarter.
- J. **ANNUAL RECONCILIATION:** A reconciliation will be completed by ESCCO no later than thirty (30) days following the end of the Memorandum of Understanding period. Actual costs must be reconciled against revenue received as evidenced by supporting documentation. Any funds received in excess of actual expenditures must be returned to ESCCO no later than sixty (60) days following the end of the Memorandum of Understanding period.
- K. **PUBLICITY:** In any publicity release or other public references including media releases, information pamphlets, etc., regarding the goods and services provided under this MOU, it will be clearly stated that the PILOT DISTRICT is solely responsible for selection, implementation, and monitoring of curriculum, resources, materials, activities, and events.

## **ARTICLE 2: CONFIDENTIALITY AND FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

- A. PILOT DISTRICT shall comply with all applicable provisions of Ohio and federal laws including the Family Educational Rights and Privacy Act (hereinafter "FERPA"), 20 U.S.C.A. 1232g. Nothing in this Agreement shall 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.
- B. As used herein, "confidential information" means any and all information provided in any form from one party to the other which is, by its nature, information that a prudent businessperson would maintain as confidential. "Personal information," as described in O.R.C 1347.01(E), includes personally identifiable student information or educational records defined by FERPA.
- C. PILOT DISTRICT understands that it may, pursuant to the Agreement, generate or otherwise be in possession of confidential education records regarding students, and that these records are protected by federal law including, FERPA. PILOT DISTRICT further understands that it may not

share or disclose these education records with any party other than the Department or ESCCO, directly or indirectly, without both the Department's and the relevant student's consent.

- D. Each party shall use confidential information only in connection with the purposes set forth herein. Each party agrees to use reasonable efforts to safeguard confidential information. "Reasonable efforts" means efforts not less than those a party employs to protect its own confidential information and, in any event, efforts not less than those a prudent businessperson would take to protect his or her own confidential and proprietary information.
- E. If either party 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.

**Educational Service Center of Central Ohio**

Signature: David Varda

Name: David Varda

Title: Treasurer/CFO

Date: May 15, 2023

**Ridgedale Local Schools**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_