



# Ohio

**Performance Agreement**  
**Ohio's State Support Teams**  
**2015-2016**

# Performance Agreement

## Ohio's State Support Teams

### 2015-2016

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## I. Ohio's Statewide System of Support: Building State, Regional and Local Capacity to Improve Instructional Practice and Student Achievement

The goal of the State System of Support (SSoS) is to build the capacity of local and related education agencies to engage in systemic and sustainable improvement that impacts educational outcomes for all students (PreK to age 22). State Support Teams (SSTs) are integral to implementing and achieving this goal. By providing high quality technical assistance, coaching and professional development, SSTs support districts in developing the capacity to fully implement research-based processes and educational practices using a connected set of tools and resources that result in data based decisions, learning across all levels of the system and sustained implementation. Through collaboration within and across regions, SSTs access national, state, regional and local agencies and resources to support districts and families.



## II. State Support Team Deliverables

The deliverables described below identify and prioritize work critical to achieving the SSoS goal and are to be performed as set forth by the Ohio Department of Education (ODE) – Offices: Exceptional Children (OEC), Early Learning and School Readiness (OELSR) and Improvement and Innovation (OII).

### Deliverables

1. Provide **differentiated and tiered** information, professional development, coaching and technical assistance as outlined in the regional Comprehensive Continuous Improvement Plan (CCIP) and consistent with the areas of work outlined in this performance agreement, based on:
  - a. The needs of districts/programs identified by ODE; and
  - b. Prioritized regional needs developed from the analysis of data collected through the SST regional needs assessment.
2. Assist districts in achieving measurable improvement in student achievement through documented changes in adult practices and behavior by supporting effective implementation of the Ohio Improvement Process (OIP), as documented through closing achievement gaps for students with disabilities and all other underperforming subgroups.
  - a. Build the capacity of district superintendents and other central office administrators, principals, teacher leaders and designated internal and external facilitators to deliver technical assistance and coaching to deepen the knowledge, skills and effectiveness of Teacher Based Teams (TBTs), Building Level Teams (BLTs) and District Level Teams (DLTs) through professional training and coaching.
    - i. Provide technical assistance and facilitation to ODE identified districts and schools, including community schools and other educational agencies, to increase the effective use of all aspects of OIP.
    - ii. Focus on fidelity of implementation of the five-step process at the district, building and teacher team levels.
  - b. Assist districts through high quality technical assistance, coaching and professional development in the development, alignment and/or refinement and implementation of ODE prescribed monitoring and improvement processes including both short and long term corrective actions.
  - c. Provide high quality technical assistance, coaching and professional development on the design and implementation of **Multi-tiered Systems of Support (MTSS)** including, but not limited to, academic/instruction and Positive Behavior Interventions and Supports (PBIS) systematically designed to meet the needs of all learners; including students with disabilities ages 3 through 22.

- i. Receive and provide professional development, coaching and technical assistance to support access and use of **learning standards, curriculum and assessments** for all learners Pre-Kindergarten through Grade 12 (PreK-12), including students with universal to intensive needs (i.e., children with disabilities, English language learners (ELLs) and children from low income families) as served through programs and resources aligned to department initiatives
    - ii. In the context of prioritized improvement strategies and actions in a multi-tiered system of support, provide technical assistance and high quality professional development to build the capacity of districts in the **development, implementation and monitoring of an instructional framework** that focuses on the academic, functional achievement and social-emotional needs of PreK-12 students, including those with disabilities (ages 3 through 22) and other underperforming student groups.
  - d. Provide services and supports to administrators and teachers in order for all students to be workforce and/or college ready:
    - i. Implement strategies and interventions to support **early literacy for all children including, but not limited to**, children in PreK-3 programs identified as being at risk for not meeting **third grade reading requirements**.
    - ii. Implement strategies and interventions to support postsecondary transition (college and career readiness, Ohio Means Jobs, workforce readiness, etc.)
  - e. Develop systems through collaborative agreements and activities that promote collaboration across the region to **provide information, resources, support and learning opportunities for parents** of PreK-12 students, including families of students with disabilities (ages 3 through 22) and students at risk for school failure within the scope of work of the SST.
3. Ensure access and support implementation of current federal and state rules, regulations, standards, guidance and initiatives as identified by ODE by providing:
- a. SST staff who are experienced, knowledgeable and current regarding implementation of requirements.
  - b. Information and professional development that is delivered in a variety of formats (face to face, teleconference, website links, e-training, ...) and small group technical assistance.
  - c. Intensive technical assistance and coaching delivered as directed by ODE.

Refer to [Section IV A, Fiscal Policies and Procedures](#), regarding the use of IDEA Part B Funds for OIP work.

### III. Personnel Roles and Requirements

#### A. Roles

Descriptions are provided for the following critical roles:

##### 1. Fiscal Agent

As the entity selected to administer funds designated by the ODE for activities related to Ohio's SSoS, the ESC Fiscal Agent:

- a. Employs personnel to deliver services, including a full-time Director of the SST;
- b. Hires and annually reviews the performance of the SST Director using at a minimum the evaluation tool designed for use with SST Directors. Additional tools used by the ESC may also be incorporated into the annual evaluation;
- c. Seeks input from ODE Directors of OEC, OELSR and OII prior to finalizing the hiring of a new SST Director;
- d. Provides the SST Director and designated SST staff ongoing access to fiscal reports;
- e. Communicates the SST scope of work with district and ESC superintendents, community school leaders and other child and family service organizations in the region; and
- f. Develops and implements a corrective action plan if work completed within this scope of work is deemed unsatisfactory per Ohio Revised Code (ORC) 3312.09.

##### 2. Director

The full-time Director of the SST serves as the region's primary contact. The SST Director:

- a. Supervises the full implementation of all aspects of the SST scope of work while ensuring adherence and fidelity to ODE processes and tools;
- b. Oversees all SST expenditures regardless of funding sources, including approval of all requisitions;
- c. Interviews and recommends candidates to the ESC Fiscal Agent in order to meet the deliverables of the Performance Agreement;
- d. Supervises and annually evaluates all personnel employed by the Fiscal Agent to perform work associated with the SST in accordance with Fiscal Agent policies and procedures. Evaluation of SST consultants, at a minimum, must include formal observation and use of deliverable and role specific evaluation items;

- e. Arranges the professional development needed for each SST consultant based on the deliverables the consultant will be responsible for providing districts at the beginning of each school year;
- f. Designates SST staff contact people for specific areas as requested by the Directors of OEC, ELSR and/or OII;
- g. Oversees the timely and accurate submission of required and/or requested data and reports including, but not limited to, subcontract work and services provided by persons funded by this agreement;
- h. Attends ODE required and sponsored meetings and trainings and assures that staff attend ODE sponsored meetings and trainings as required;
- i. Oversees an up-to-date SST website that adheres to the guidelines, template and standards provided by ODE; and
- j. Regularly communicates with other educational partners to leverage resources and expertise for the delivery of regional services.

### 3. Assistant Director

An Assistant Director to assist in supervising personnel and the delivery of the SST scope of work may be hired by the Director and Fiscal Agent Superintendent based on consideration of the number and size of local education agencies (LEAs) in the region, the geographic size of the region and the number of SST staff needed to accomplish performance agreement deliverables.

### 4. State Support Team (SST) Consultant

SST consultants facilitate implementation of the scope of work as outlined in this performance agreement with supervision of the SST leadership. Contacts must be identified by each SST for workgroups and information resources that support the scope of work of the SST and related specialized initiatives that support improved outcomes for students with disabilities and other underperforming subgroups. Regional representation on state level committees and specialized areas of focus is intended to result in integration of the content and initiatives into a tiered system of delivery focused on improved learning outcomes for the targeted group(s) of students as well as to ensure ongoing regional expertise in the areas identified. At a minimum, SSTs must have a designee who represents the areas of: family and community engagement, OIP tools and resource development, OIP facilitators' development, postsecondary transition and college and career readiness, autism and low incidence, assistive technology, early literacy, Universal Design for Learning (UDL), English language learners (ELLs), statewide assessment (both general state assessment and Alternate Assessment), preschool education, Multi-tiered Systems of Support, Positive Behavior Intervention and Supports (PBIS), IDEA compliance/monitoring, State Personnel Development Grant (SPDG), and other areas as requested by OEC, OII and OELSR. All workgroups will be provided with clear expectations for participation, intended focus area(s), communication of both the work of the team and talking points for sharing with SST staff.

## B. Minimum Qualifications for State Support Team Personnel

Minimum qualifications for SST personnel employed to provide services outlined in this scope of work are identified below. Deviations from these qualification guidelines must be submitted with a justification for approval by ODE.

SST personnel assigned to provide support to LEAs and parents/families funded by IDEA Part B funds, General Revenue funds (GRF) or other sources of funding provided for the purpose of this Agreement must meet the following qualifications:

1. Minimum qualifications for SST personnel are:
  - a. 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);
  - b. 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);
  - c. Expertise and/or significant leadership experience in several of the following areas:
    - i. Knowledge of IDEA and ESEA;
    - ii. Data analysis, including data-based decision making and a thorough understanding of Ohio's accountability system;
    - iii. Research-based instructional practices, particularly development and implementation of academic and behavior supports;
    - iv. Focused planning, including use of strategic problem solving;
    - v. Coaching and consultation skills;
    - vi. Implementation and monitoring of improvement efforts;
    - vii. Culturally responsive practices;
    - viii. Delivery of high quality professional development and technical assistance;
    - ix. School administration;
    - x. Early childhood education, preschool special education, early education preschool to Grade 3, or other early childhood settings such as Head Start or community based child care;
    - xi. Special education; and/or
    - xii. Family and Community Engagement.
2. In addition to the above minimum qualifications:

- a. Directors must hold an ODE administrative license and have a minimum of five years of prior administrative experience in an educational setting; and
- b. Assistant Directors must hold an administrative license or an equivalent recognized credential and have a minimum of three years of prior experience in an educational setting.

### C. General Personnel Requirements

The following general requirements apply to all aspects of performance contracts used in relation to the scope of work for SSTs:

1. The Fiscal Agent shall not use any of the funds allocated under this Agreement to compensate its employees for performing any work that is outside the scope of this Agreement;
2. All personnel funded through this Agreement are employed by the Fiscal Agent;
3. The Fiscal Agent Superintendent is responsible for the hiring and evaluation of a full-time Director of the SST. ODE must be consulted regarding the recommended candidate's qualifications to fulfill the obligations outlined in this agreement. 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);
4. The personnel funded through this Agreement shall not be considered employees of ODE for any purpose including, but not limited to, the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contribution Act, the provisions of the Internal Revenue Code, Ohio tax law, workers' compensation law and unemployment insurance law;
5. The personnel funded through this Agreement are not entitled to workers' compensation or other employee benefits offered by ODE. It is strongly advised that the Fiscal Agent obtain independent workers' compensation coverage. ODE will not be held liable for injuries received while working because of the negligence of the Fiscal Agent or third party;
6. 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;
7. The Fiscal Agent shall take reasonable steps to require that personnel funded by this Agreement maintain confidentiality when access has been granted to preliminary unverified data from any source and/or when access has been granted for individual student data for planning purposes;
8. The Fiscal Agent shall make provisions for personnel funded by this Agreement on less than a 12-month contract to be available to implement initiatives year-round and to attend meetings, workshops and training that have been planned and scheduled in advance by ODE; and

9. For the purpose of this Agreement, full-time personnel are considered to be those whose employment with the ESC Fiscal Agent is for a minimum of 180 days. Benefits for personnel whose ESC contract is less than 180 days may be prorated based on 180 being equivalent to 1.0.

## **IV. Fiscal Policies and Procedures and Reporting Requirements**

### **A. Fiscal Policies and Procedures**

1. All payments will be made through the CCIP.
2. Fiscal fees
  - a. GRF fiscal fees must be negotiated in advance of executing the agreement and agreed upon by both the Fiscal Agent and ODE. These fees may not exceed 7 percent of the total project allocation per Revised Code Section 3312.07(A); and
  - b. Indirect costs for federal funds are determined by the Grants Management Office at ODE.
  - c. These costs must be included in the Fiscal Agent's budget. Total fiscal fees, 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 exceed the agreed-upon fiscal fee on the total project allocation.
3. All subsidy and flow-through agreements and contracted services the Fiscal Agent initiates to perform services on behalf of the Fiscal Agent in furtherance of its responsibilities under this Agreement must include:
  - a. Scope of work aligned to the regional plan to be performed by the third party;
  - b. Deliverables to be produced by the third party;
  - c. Performance measures used to evaluate the work;
  - d. Documentation of implementation of work in using an ODE identified tracking system;
  - e. Documentation of impact of the work;
  - f. Detailed financial report of expenditures; and
  - g. Indirect costs under this Agreement refer to an administrative fee.

Third-party contracts do not need to be submitted to ODE for prior approval, but copies of these contracts need to be retained and made available upon request.
4. Funds provided through this Agreement shall be used only to provide the scope of work and functions outlined herein. A source of a portion of the funds for this Agreement are federal IDEA Part B funds which must be used to support work described in the deliverables section that addresses the learning of students with disabilities and students at-risk for being identified as having a disability, as well as IDEA requirements. IDEA Part B funds and GRF may be used as follows:

- a. Up to 15 percent of the original or “base” IDEA Part B allocation may be used to support 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 *SST Fiscal Guidance Document*;
  - b. IDEA Part B funds and GRF must be used to proportionately fund the Director position. However, GRF may not exceed 30 percent of the cost of the Director’s salary and benefits;
  - c. Up to 18 percent of IDEA Part B funds and GRF allocation may be used to support operational costs;
  - d. SST personnel funded for multiple roles using IDEA Part B funds and GRF funds to support SST work must complete Time and Effort logs.
5. 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; and
  - b. IDEA Part B 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 ODE. “Equipment” is defined by the U.S. Department of Education, Office of Special Education Programs (OSEP), as meaning an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes or \$5,000; and
  - c. All equipment purchased with funds provided through this Agreement is considered the property of the ODE. In the event that there is a change of Fiscal Agents, all equipment will be inventoried and the equipment will be distributed accordingly.
6. The term of this Agreement shall be from the substantially approved date as entered through the CCIP but not earlier than July 1, 2015.

## **B. General Provisions**

### **1. Effective Dates**

This Agreement is effective upon date of execution authorized at a regular or special meeting (not prior to July 1, 2015) of the Fiscal Agent’s governing board and will remain in effect through June 30, 2016. Payment of expenditures for work completed by June 30, 2016, is permitted if incurred and obligated prior to that date.

### **2. Termination by Notice**

- a. This Agreement may be terminated by either party upon written notice of termination to the other party with 180 days prior notice.

- b. This Agreement may be terminated immediately in the event there is a loss of funding, or upon discovery of non-compliance with any federal or state laws, rules or regulations. In the event termination is pursuant to loss of funding, a notice specifying the reasons for termination shall be sent as soon as possible after the termination in accordance with the procedures set forth in this section.

### 3. Breach and Default

Upon breach or default of any of the provisions, obligations or duties embodied in this Agreement, the parties may exercise any administrative, contractual, equitable or legal remedies available without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

### 4. 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.

### 5. Equal Employment Opportunity

In carrying out this Agreement, the parties 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 parties 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 apprenticeship.

### 6. Confidentiality of Information

The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties specifically agree to be bound by the same standards of confidentiality that apply to the employees of both parties. The terms of this section shall be included in any subcontracts executed by either party for work under this Agreement. The parties specifically agree to comply with state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. The parties are responsible for obtaining copies of all applicable rules governing confidentiality and for assuring compliance with the rules by employees and contractors of either party.

### 7. Compliance with Federal and State Laws, Rules and Regulations

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

8. Partial Invalidity

A judicial or administrative finding, order or decision that any part of this Agreement is illegal or invalid shall not invalidate the remainder of the Agreement.

9. Identity

All written, multimedia and web-based communications regarding the work funded by this Agreement must comply with the ODE standards and contain appropriate ODE logos.

10. Records Retention

All records relating to this Agreement shall be retained and made available to either party for audits by the Auditor of State or other authorized auditors for a minimum of three years after completion of any audit related to this Agreement. If an audit is initiated during this time period, the parties shall retain such records until the audit is concluded and all issues resolved.

11. Audit Exceptions

The Fiscal Agent shall be liable for any audit exception that results solely from its acts or omissions in the performance of this Agreement. ODE shall be liable for any audit exception that results solely from its acts or omissions in the performance of this Agreement. In the event that 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.

12. Liability Requirements (other than audit)

To the extent allowable by law, the Fiscal Agent agrees to hold ODE harmless from liability, suits, losses, judgments, damages or other demands brought as a result of its actions or omissions in performance of this Agreement. However, in the event that the Fiscal Agent is subject to liability, suits, losses, judgments, damages or other demands which are due to the acts or omissions of ODE, ODE will not be held harmless.

13. The Fiscal Agent will comply with all applicable Drug Free Workplace provisions.

14. The Fiscal Agent is aware 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 Fiscal Agent shall hold ODE harmless 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.

15. Documents, products and software developed with IDEA Part B 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 #H027A150111, 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.*

#### 16. 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.

### C. Allocation Provisions

This Agreement is made and entered into by the Fiscal Agent and the ODE for the purpose of providing funding to the Fiscal Agent for the provision of the scope of work outlined within this Agreement. The Fiscal Agent will be responsible for the oversight of the scope of work as outlined in Section II. The provisions of this Agreement are not valid and enforceable until the availability of funds is certified by and approved by the Office of Budget and Management (OBM), in accordance with Sections 126.07 and 131.33 of the Ohio Revised Code. ODE is not obligated to pay for services performed prior to such OBM certification.

This scope of work specifically applies to the following funding sources:

1. The delivery of high-quality technical assistance services (ALI200550, School Improvement Initiative and ALI200500, Project EDU55Y13) to include the school improvement function and services outlined in Section II (GRF SI);
2. The delivery of services on behalf of school age students with disabilities (ALI 200680, CFDA 84.027) outlined in Section II (Federal IDEA Part B);
3. The delivery of SPDG activities (ALI: 200624, CFDA 84.3234) (Federal IDEA Part D);

4. The delivery of preschool special education and early learning and literacy services in Section II (ALI 200680, CFDA 84.027) (Federal IDEA Part B); and
5. The delivery of professional development activities related to early childhood (ALI: 200672) (Early Learning Challenge Grant).

Each SST's allocation amounts are delineated in the [CCIP](#) Fiscal Application.

#### **D. Reporting Requirements**

SSTs will complete reports as required by ODE. Data reporting requirements will align with the Performance Agreement deliverables. When additional specialized information/data/reports are required, reporting requirements will be directed toward the SST Directors. All persons providing the services in this Agreement are required to submit data through an approved ODE tracking system.

#### **V. Evaluation of Ohio's Regional State Support Teams**

ODE will use a Performance Agreement review process to evaluate SST performance based on the deliverables and use of resources as outlined in this Performance Agreement. In collaboration with each SST, a variety of data sources will be used to conduct the evaluation.

The results will be used to make course corrections and revise a region's actions to ensure successful fulfillment of the Performance Agreement. Fiscal reviews will be conducted at least annually or at the discretion of the ODE. In the event of unsatisfactory performance, ODE may exercise the prerogative to repost the Request for Proposal for a region.