

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
April 12, 2021
6:00 p.m.

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

E. Beeghly Y D. Durham Y B. Myers Y L. Noble Y T. Parks Y

C. Pledge of Allegiance – President Noble led the Pledge of Allegiance.

D. Recognition of Students

1. The Eaton Board of Education and Administration wishes to congratulate all students who participated in academic contests and commend them on their outstanding performances and representation of Eaton Community Schools.

Furthermore, the Board and Administration wishes to recognize the following Eaton High School FFA Chapter individuals and teams;

Mallory Deaton – 2nd Place Overall Individual in Urban Soil Judging

Novice Parliamentary Procedure Team – 1st Place Sub District, 1st Place District, 2nd Place State:

Katie Bryant
Mac Dare
Delaney Deaton
Lydia Eilerman
Jada Elam
Jacob Erbaugh
Erica Nerderman
Joselynn Nerderman
Morgan White

Advanced Parliamentary Procedure Team – 1st Place Sub District, 1st Place District, 5th Place State:

Morgan Dare
Mallory Deaton
Madison Edwards
Sonja Friend
Kendale Hamilton
Tyler Laycox
Tiara Miles
Haley Roberts
Madeline Wright

Gold Rated Officer Books:

Madison Edwards – Secretary

Kendale Hamilton – Treasurer

State FFA Degrees

Morgan Dare

Mallory Deaton

Kendale Hamilton

Tiara Miles

Madeline Wright

Abigail Wysong

2. The Eaton Board of Education and Administration wishes to recognize all fall and winter athletic teams and individuals for an outstanding season and commend them on their outstanding sportsmanship and representation of Eaton Community Schools.

Furthermore, the Board and Administration wishes to congratulate the following individuals;

Owen Hewitt – State Wrestling Qualifier

Carson Shafer – OHSA Division IV Second Team in Football

Congratulations!

E. Recognition of Visitors

No Requests have been made.

F. Executive Session

To consider the employment of a public employee or official.

To discuss details relative to the security arrangements and emergency response protocols for the board of education.

To prepare for negotiations or bargaining sessions with public employees.

The following individuals are invited to attend: Jeff Parker, MissAnne Imhoff, Rachel Tait, Scott Couch, Ross Dearth, Teresa Woodin, Aaron Horton, Matt Robbins, Katrina Burns, and Rachel Rossi.

Motion by Terry Parks, second by Ben Myers, to convene executive session.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2021-063

President convenes executive session at 6:09 p.m.

President resumes open session at 8:49 p.m.

II. Treasurer's Business – Rachel Tait

ADOPTION OF CONSENT AGENDA ITEM – FINANCIAL

Action by the Board of Education in "Adoption of Consent Agenda Item" at this point of the agenda means that item A is adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

A. The Treasurer recommends approval of the following:

1. Approve minutes of the March 8, 2021 Regular Board Meeting.
2. Submission of Warrants.
3. Submission of Financial Report.
4. Submission of Investment Report.
5. Approve FY21 Supplemental Appropriations.
6. The Administration recommends approval of the agreement with Weswurd, LLC, as the exclusive provider of services to assist the District in obtaining reimbursement for Medicaid-eligible expenses incurred under the Ohio Medicaid School Program ("OMSP") for claims with dates of service from July 1, 2021 through June 30, 2022 (Attachment A).
7. Approve agreement with Hunter Consulting Company, through Southwestern Ohio Educational Purchasing Council Group Program for Ohio Worker's and Unemployment Compensation. This fee will not exceed \$1,344.00 for June 1, 2021 through May 31, 2022.

Motion by Terry Parks, second by Eric Beeghly

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2021-064

III. **Reports**

- A. **Miami Valley Career Technology Center Report** – Mr. Parks shared that MVCTC will have two graduations on Sunday, May 16th at Wright State University.
- B. **Parks and Recreation Board Report** – Mr. Myers said that Parks and Recreation Board met last month.
- C. **Superintendent Report** – Mr. Parker is recommending the Board approve the Fair School Funding resolution tonight that shows the Board supports the funding formula. Mrs. Imhoff shared the District's Extended Learning Plan that has been submitted to ODE.
- D. **Other Reports** – None.

IV. **Old Business** – None.

V. **New Business**

ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL

Action by the Board of Education in "Adoption of Consent Agenda Items" at this point of the agenda means that items A through N are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

A. Resignations and Retirement

The Administration recommends approval to accept the following resignations.

1. Vicki Crowe, Cafeteria Worker, resignation for the purpose of retirement, effective April 30, 2021.
2. Elizabeth Geoit, Reserve Cheerleading Advisor – Football, resignation effective March 26, 2021.
3. Jeremy Haeufle, Teacher, resignation effective June 30, 2021.
4. Stacey Hickman, Custodian, resignation effective April 28, 2021.

B. Employment – Certificated Staff

The Administration recommends the employment of the following certificated personnel as listed, contingent upon meeting all state and local requirements. Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulation.

1. One-year limited contracts for the 2021-2022 school year (July 1, 2021 – June 30, 2022).

- | | |
|----------------------|--------------------|
| a. Sydney Anderson | k. Amy Pace |
| b. Haley Blevins | l. Brittany Prince |
| c. Kelsey Flanagan | m. Ryan Prince |
| d. Elizabeth Geoit | n. Kayla Ramsey |
| e. Alexis Hartzell | o. Heather Roark |
| f. Timothy Holland | p. Hannah Sturgill |
| g. Elizabeth Jansen | q. Amanda Tully |
| h. Kayla LaMontagne | r. Abigail Watson |
| i. Terri Lauderback | s. John Yahl |
| j. Shealan McAlister | |

2. Two-year limited contracts for the 2021-2022 and 2022-2023 school years (July 1, 2021 – June 30, 2023).

- | | |
|----------------------|----------------------|
| a. William Aukerman | k. Derek Lucas |
| b. Carolyn Bulach | l. Emily Moss |
| c. Christy Cassel | m. Kimberly Neeley |
| d. Timothy Chasteen | n. MeLeah Perry |
| e. Andrew Cline | o. Amy Stevens-Arend |
| f. Kristina Fiemeyer | p. Cindy Wassom |
| g. Rachel Gardner | q. Jeffrey Wassom |
| h. Callie George | r. Samuel Watson |
| i. Jana Haddix | s. Laura White |
| j. Kayla Klapper | |

3. Continuing Contract contingent upon meeting all requirements of the negotiated agreement, Board Policy, Administrative Rules and Regulations and applicable provisions of the Ohio Revised Code, effective July 1, 2021.

- a. Samantha Torrey
- b. Heidi Wooddell

C. Employment – Certificated Staff Extended Service Supplemental Contracts for the 2021-2022 School Year

The Administration recommends approval of the following extended service supplemental contracts for the 2021-2022 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

- 1. Jennifer Cross, Family and Consumer Science – 5 days
- 2. Callie George, Speech Pathologist – 4 days
- 3. Shaelen McAlister, High School Guidance Counselor – 20 days

4. Patricia McGinnis, Elementary School Guidance Counselor – 5 days
5. Malissa Miller, Elementary School Guidance Counselor – 5 days
6. MeLeah Perry, High School Guidance Counselor – 20 days
7. Leslie Roberts, Career Based Intervention Teacher – 3 days
8. Terri Lauderback, Middle School Guidance Counselor – 10 days

D. Employment Classified Staff for the 2020-2021 School Year

The Administration recommends the employment of the following personnel for the 2020-2021 school year, effective the day after board approval unless otherwise noted. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Katrina Burns, Bus Driver, retroactive to April 5, 2021

E. Employment Classified Staff for the 2021-2022 School Year

The Administration recommends the employment of the following personnel for the 2021-2022 school year, effective as noted. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. John Baker, Secretary, effective July 28, 2021

F. Employment – Certificated Staff – Substitute Teacher/Tutor as Certified by the Preble County Educational Service Center

The Administration recommends approval of the following substitute teacher/home instruction tutor for the 2020-2021 school year, as certified by the Preble County Educational Service Center.

1. Craig Doty II
2. Matthew Duffie
3. Samantha Gramaglia
4. Victoria Howard
5. Linda Laufer
6. Spencer Kummer
7. Heidi Klein

G. Employment – Non-Certificated Substitutes

The Administration recommends employment of the following personnel for the 2020-2021 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy, and Administrative Rules and Regulations with no fringe benefits.

1. Jennifer Imhoff, Substitute Cafeteria Worker
2. Daniel Moran, Substitute Custodian, retroactive to April 6, 2021.

H. Employment – Certificated Staff Extra-Curricular Supplemental Contracts for the 2020-2021 School Year

The Administration recommends the following supplemental contracts for the 2020-2021 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Joe Ferriell, Girls Head Track – Middle School

I. Employment – Certificated Staff Extra-Curricular Supplemental Contracts for the 2021-2022 School Year

The Administration recommends the following supplemental contracts for the 2021-2022 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Mark Carnahan – Accelerated Math/Language Arts After School Program Advisor
2. Kaitlin Lawson – 5th Grade Level Leader
3. Marita Mahan – 3rd Grade Level Leader (1/2 stipend)
4. Carolyn Annie Martin – 3rd Grade Level Leader (1/2 stipend)
5. Suzanne Niehaus – Chess Club Advisor – Bruce
6. Emily Pioske – Elementary Musical Performance Director
7. Kelli Wright – 4th Grade Level Leader (1/2 stipend)
8. Kelli Wright – Bruce Elementary Yearbook Coordinator
9. Haley Blevins – Vocal Music Director – Middle School
10. Lauren DuVall – Student Council Advisor Middle School
11. Amanda Jerdon – Honor Society Advisor – Middle School (1/2 stipend)
12. Jennifer Jones – Honor Society Advisor – Middle School (1/2 stipend)
13. Taffie Ruebush – Middle School Department Head – Language Arts
14. Emily Schaeffer – Middle School Department Head – Mathematics
15. Chad Tinstman – Washington D.C. Trip Coordinator
16. Rebecca Wells – Academic Team Advisor – Middle School
17. Rhonda Winings – Middle School Department Head – Social Studies
18. Paul Bingle – Head Band Director
19. Haley Blevins – Assistant Band Director
20. Haley Blevins – Vocal Music Director – High School
21. Aaron Buczkowski – Thursday/Saturday School
22. J. Scott Burnett – S.A.D.D. Advisor
23. Anne Gaydosh-Bruce – Language Arts Department Head – High School
24. Anne Gaydosh-Bruce – Student Council Advisor – High School
25. Teresa Gels – Peer Counselor Advisor
26. Aaron Hemmert – Academic Team Advisor
27. Stephanie Herzog – Grade 10 Class Advisor
28. Elizabeth Jansen – Annual Advisor (During School Day)
29. Leslie Kelly – Grade 10 Class Advisor
30. Leslie Kelly – Tri-Hi-Y Advisor
31. Amy Kochensparger – Grade 9 Class Advisor
32. Amy Kochensparger – Science Department Head
33. Amy Kochensparger – Science Club Advisor

34. Kevin Kochensparger – Grade 9 Class Advisor
35. Kevin Kochensparger – Math Department Head – High School
36. Randy McKinney – Social Studies Department Head – High School
37. Cheryl Mellen – Dramatics Director – High School
38. Amber Michael – Art Club Advisor
39. MeLeah Perry – Honor Society Advisor (1/2 stipend)
40. MeLeah Perry – Grade 12 Class Advisor
41. Donele Rice – Assistant Peer Counselor Advisor
42. Sam Watson – Honor Society Advisor (1/2 stipend)

J. Employment – Certificated Staff Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2021-2022 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. John Groom, LPDC Committee Chairperson, to be paid at a rate of \$20.00 per hour plus a \$500.00 stipend.
2. Jennifer Cross, Molly Hurd, and Carolyn Annie Martin, LPDC members, to be paid at a rate of \$20.00 per hour plus a \$100.00 stipend.

K. Employment – Certificated Staff Athletic Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2021-2022 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Chad Tinstman, Athletic Director – Middle School
2. Randall McKinney, Head Cross Country Coordinator
3. Nicholas Flynn, Program Assistant (Cross Country) – Class VI
4. A. Brad Davis, Varsity Football
5. Robert Ebright, High School Assistant Football
6. Samuel Watson, High School Assistant Football
7. Joseph Ferriell, Football Coordinator – Middle School
8. Nathan Islamovsky, Football – Middle School
9. Ryan Prince, Football – Middle School
10. Derek Lucas, Varsity Golf

L. Supplemental Contract Non-Renewals

In accordance with Ohio Revised Code, the Administration recommends the annual non-renewal and posting of the following supplemental contracts effective June 30, 2021 and request that the Board authorize the Treasurer to send notices of non-renewal to each.

1. Mark Silvers – Assistant Cross Country Coordinator
2. Nan Silvers – Program Assistant Class VI
3. Austin Fudge – High School Assistant Football (1/2 Stipend)
4. Tommy Jones – High School Assistant Football (1/2 Stipend)
5. Chad Lee - High School Assistant Football (1/2 Stipend)
6. Robbie Sams – Football – Middle School
7. Courtney Smith – Varsity Cheerleader Advisor (Football)
8. Abby King – 8th Grade Cheerleader Advisor (Football)
9. Abby King – 7th Grade Cheerleader Advisor (Football)
10. Abby King – 8th Grade Cheerleader Advisor (Basketball)
11. Abby King – 7th Grade Cheerleader Advisor (Basketball)
12. Courtney Smith – Cheerleader Advisor (Competition)
13. Tim Appledorn – Reserve Golf
14. Matt Money – Varsity Boys Soccer
15. Andrew Bergeron – Reserve Boys Soccer (1/2 Stipend)
16. Daniel Howard – Reserve Boys Soccer (1/2 Stipend)
17. Michael Bacher – Varsity Girls Soccer
18. Kevin Schaeffer – Reserve Girls Soccer
19. John Hitchcock – Varsity Girls Tennis
20. John Hitchcock – Varsity Boys Tennis
21. Gerald Cornett – Reserve Volleyball
22. Parker Fields – Varsity Volleyball
23. Amanda Meckstroth – 8th Grade Volleyball
24. Ann Hall – 7th Grade Volleyball
25. Gerald Cornett – 7th Grade Boys Basketball
26. Joel Eck – 8th Grade Boys Basketball
27. Richard Shafer – 9th Grade Boys Basketball
28. Steve Sullender – Reserve Boys Basketball
29. Tim Appledorn – 8th Grade Girls Basketball
30. David Honhart – Varsity Girls Basketball
31. Morris Hargis – 7th Grade Girls Basketball
32. Maggie Neanen – Reserve Girls Basketball
33. Kajsa Ruebush – Varsity Swim
34. Zach Beare – High School Assistant Wrestling
35. Andrew Dafler – Wrestling – Middle School
36. Patrick Flanagan – Varsity Baseball
37. Maggie Neanen – Varsity Softball
38. Jordyn Worley – Reserve Softball
39. Zac Beare – Program Assistant Track (1/2 Stipend)
40. Mark Silver – Program Assistant Track
41. Dorothy Stoltz – Program Assistant Track (1/2 Stipend)

42. Nathan Clark – Program Assistant Track
43. Lisa White – Flag Corps. Advisor
44. Lisa White – Winterguard Advisor

M. Volunteers

The Administration recommends approval of the following volunteers for the 2020-2021 school year.

1. Brad Kramer, Volunteer Track Coach
2. Jeff Schmidt, Volunteer Football Coach

N. Create and Post Certified Position

The Administration recommends creating and posting the following certified position for the 2021-2022 school year. Salary and benefits to be paid in accordance with board policy and negotiated agreement.

1. Teacher – Art with an Art Therapy Minor/Certification requirement

Motion by Eric Beeghly, second by Ben Myers

Discussion – Mr. Parks inquired whether the Art Position is what had been discussed by the Board. Mr. Parker said we may be able to use ESSER funds or Wellness funds for the position for the next several years.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2021-065

O. Employment – Certificated Staff Extra-Curricular Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2021-2022 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Jennifer Beeghly – Middle School Department Head – Science

Motion by Darrell Durham, second by Terry Parks, to approve agenda item V O.

Discussion – None.

Beeghly Abstain Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2021-066

ADOPTION OF CONSENT AGENDA ITEMS - ADMINISTRATIVE

Action by the Board of Education in “Adoption of Consent Agenda Items” at this point of the agenda means that items P through V are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the “Consent Agenda Items” and voted on separately.

P. Resolution in Support of Fair School Funding

The Administration recommends approval of a Resolution to Endorse the Fair School Funding Plan, as Contained in House Bill 1, and to Encourage the 134th General Assembly to Expedite the Passage of the Bill;

WHEREAS, the Ohio Supreme Court ruled in *DeRolph v. State of Ohio* (1997) that Ohio’s method for funding schools through the state’s school foundation program was unconstitutional under Article VI, Section 2 of the Ohio Constitution; and

WHEREAS, in *DeRolph*, the Ohio Supreme Court declared that Ohio’s school funding system was over-reliant on local property taxes, and as such, was inherently discriminatory to children based on where they reside for disparities exist between communities of affluence and impoverishment; and

WHEREAS, since the *DeRolph* decision, the Ohio General Assembly has failed to create a funding system that meets Ohio’s constitutional standard of securing “... a thorough and efficient system of common schools throughout the state”; and

WHEREAS, Ohio’s solution to satisfy the Ohio Supreme Court’s order has been to pass a series of biennial budgets containing politically expedient remedies that have not eliminated the over-reliance on local property tax or mitigated the discriminatory nature inherent in the series of “funding fixes” legislated over the last 23 years; and

WHEREAS, Ohio’s previous biennial budget crafted by the 132nd Ohio General Assembly, and effective July 1, 2018, through June 30, 2019, created a funding system with “capped” districts, and districts receiving a minimum level of funding referred to as the “guarantee”; and

WHEREAS, the previous biennial budget identified 503 school districts out of 610, or 82%, either “capped” in their funding, or on the “guarantee,” which is a testament that Ohio’s funding model is not effective; and

WHEREAS, Ohio’s current biennial budget crafted by the 133rd General Assembly, froze foundation funding for Ohio schools at 2019 fiscal year levels (effectively placing all districts on “the guarantee”), which funding levels have subsequently been cut due to the economic impact of the Coronavirus pandemic; and

WHEREAS, the current school funding system in Ohio lacks a rational basis for determining both the cost of educating students and how the funding of education is shared between the state and local taxpayers; and

WHEREAS, Representative Robert Cupp (R) and Representative John Patterson (D) convened a statewide workgroup, made up of eight practicing school district CFO/Treasurers and eight practicing Superintendents (the “Cupp-Patterson Workgroup”), to devise a new formula, and recognizing that Ohio needs an overhaul to its school funding system, have spent the last three years determining the inputs necessary to fund a “thorough and efficient system of common schools” that reduces the over-reliance on local property tax and creates equity in the state foundation system; and

WHEREAS, the Cupp-Patterson Workgroup carefully analyzed national research, best practices, actual Ohio school district spending data, and drew on their own extensive experience in educating students and operating school districts to make recommendations for a school funding system that meets the needs of all Ohio’s students in the 21st century; and

WHEREAS, the Cupp-Patterson Workgroup developed recommendations that laid out a rational, transparent, comprehensive and – most of all – fair system for funding schools based on the actual cost of providing a basic education for all students in Ohio (the “Base Cost”); and

WHEREAS, the Cupp-Patterson Workgroup developed a method of sharing the funding of the Base Cost between the state and local taxpayers that is easy to understand and based on a fair, defensible measure of the capacity to generate funds locally; and

WHEREAS, the Cupp-Patterson Workgroup identified and provided a framework for providing additional resources to meet needs beyond those of basic education, including the areas of the social, emotional, safety, and mental health of students, the additional challenges driven by students living in poverty, with special needs, with limited English proficiency, and who are academically gifted; and

WHEREAS, the Cupp-Patterson Workgroup developed recommendations for properly funding Career Technology Centers, Educational Service Centers, and Charter and Community schools; and

WHEREAS, based on the research and work outlined above, the Cupp-Patterson Workgroup produced and recommended the Fair School Funding Plan, which was introduced in House Bill 1; and

WHEREAS, the Ohio General Assembly and the Governor of Ohio have an opportunity to devise a funding formula, as outlined in the Fair School Funding Plan, that is an investment in Ohio’s children and Ohio’s future.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Eaton Community City School District, that:

Section 1. It is necessary to formally endorse the Fair School Funding Plan, as introduced in House Bill 1 of the 134th General Assembly to ensure that K-12 schools in Ohio are funded using a rational school funding system that meets the needs of all Ohio's students in the 21st century.

Section 2. The Treasurer is authorized to deliver or cause to be delivered a certified copy of this Resolution to community leaders; to members of the Ohio House of Representatives and the Ohio Senate, including Representative Rodney Creech, and Senator Stephen Huffman, and to the office of Governor Michael DeWine.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption.

Q. Alternate School Food Authority Agreement

The Administration recommends approval of the Alternate School food Authority Agreement between the Eaton Community City School district and the Preble County Educational Service Center for the 2021-2022 school year (Attachment B)

R. Agreement with the Preble County Educational Service Center

The Administration recommends approval of an agreement with the Preble County Educational Service Center to provide space for one classroom at the PCESC Alternative School, along with principal/secretarial support, speech services and group therapy for the 2020-2021 school year, retroactive to August 1, 2020 (Attachment C).

S. Approval of English Language Arts Textbook and Digital License

The Administration recommends approval of the Into Reading and Into Literature English Language Arts Textbooks and five (5) year digital license with Houghton Mifflin Harcourt (HMH) for grades K-12; anticipated eligible portion to be paid through grant funds (Attachment D).

T. Textbook Adoption

The Administration recommends the adoption of the Century 21 Accounting: Multicolumn Journal, Gilbertson/Lehman/Gentene, 11th Edition textbooks, digital licensing, and supporting resources for grades 9-12.

U. Resolution Authorizing the Commencement of Bidding Related to Telephone System

The Administration recommends a resolution to Authorize Issuance of Request for Proposals for Hosted IP Phone and Voicemail System.

WHEREAS, the current contract whereby the Eaton Community Schools District is provided hosted IP phone and voicemail services is expiring in April 2021;

WHEREAS, the District's administration has prepared a request for proposal to solicit bids to provide hosted IP phone and voicemail services following expiration of the current contract; and

WHEREAS, the Board of Education now desires to commence the process to advertise the RFP in accordance with the Ohio Revised Code and to solicit proposals to find the most qualified vendor for hosted IP phone and voicemail services.

NOW THEREFORE BE IT RESOLVED:

Section 1. The Board of Education approves the draft RFP in substantially the form prepared and on file with the Board of Education, subject to final modifications which do not materially change the terms contained therein.

Section 2. The Board of Education authorizes Rachel Tait, Treasurer/CFO, to commence the RFP process for hosted IP phone and voicemail services vendors in compliance with all applicable federal and state laws including, without limitation, the advertisement for Proposals, the review of such Proposals and the selection and negotiation of contract, subject only to final approval of the vendor by the Board of Education.

V. Obsolete Item

The Administration recommends approval to declare certain items as obsolete and to dispose of them accordingly.

1. (84) Miscellaneous Library Books (damaged), High School Library

Motion by Darrell Durham, seconded by Terry Parks

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2021-067

W. Executive Session

To consider the employment of a public employee or official.

The following individuals are invited to attend: Rachel Tait, Treasurer

Motion by Eric Beeghly, second by Ben Myers, to convene executive session.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2021-068

President convenes executive session at 9:25 p.m.

President resumes open session at 10:39 p.m.

VI. Adjournment

Motion by Terry Parks, seconded by
Ben Myers, to adjourn the meeting.

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2021-069

President adjourns meeting at 10:40 p.m.

DATE _____

PRESIDENT _____ TREASURER _____

Upcoming Meeting

Meeting: Regular Board Meeting
Date/Time: May 10, 2021 – 6:00 p.m.
Location: East Elementary School

AGREEMENT FOR OHIO MEDICAID SCHOOL PROGRAM SERVICES

This Agreement is made between the Board of Education of the **Eaton Community City School District** (District) and **Weswurd, LLC** (Weswurd) the exclusive provider of services to assist the District in obtaining reimbursement for Medicaid-eligible expenses incurred under the Ohio Medicaid School Program (OMSP) for claims with dates of service from **July 1, 2021 through June 30, 2022**.

DEFINITIONS

CMS – Centers for Medicare and Medicaid Services

OMSP – the Ohio Medicaid School Program; sometimes referred to as MSP

ODM – the Ohio Department of Medicaid

ODE – the Ohio Department of Education

OAC – the Ohio Administrative Code – rules for OMSP

ORP – Ordering, Referring, Prescribing mandate from federal Medicaid was addressed in Ohio Administrative Code rule 5160-1-17.9 to comply with new program integrity regulations contained in Section 6401 of the Patient Protection and Affordable Care Act (ACA). There is no ORP in MSP. Therapists can only REFER services and; therefore, are being asked to comply by becoming Ohio Medicaid Providers.

RMTS – Random Moment Time Study – the RMTS is an **integral** part of the OMSP. It allows state departments, school district Medicaid programs and other eligible public agencies to accurately document staff activities relating to reimbursable Federal programs. All employed staff delivering services under the OMSP must participate in the RMTS each quarter.

Medicaid School Program Cost Report (CR) – An OMSP required financial report completed annually by each participating Medicaid Provider (each city, exempted village, and local school district). The report documents the actual costs the OMSP Provider district incurs for the Medicaid eligible services delivered. This report serves as the basis for ODM to final settle the Total Cost Reimbursable amount against the Interim reimbursements already received by the Medicaid

Attachment A

Provider. Annual settlements are paid by the District or rebated by the State based on the findings of this report.

Electronic Signature (e-signature) – an electronic signature is intended to provide a secure and accurate identification method for the signatory to provide a seamless transaction.

EDI – Electronic Data Interchange – “Electronic data interchange (EDI) transactions” are transactions developed by standard development organizations recognized by the federal Centers for Medicare and Medicaid Services (CMS) and adopted by the Ohio Department of Medicaid (ODM).

Trading Partner Agreement – A trading partner, as defined in the Ohio Administrative Code (OAC) 5101:3-1-20.1 is a covered entity (CE) that submits, receives, routes, and/or translates EDI transactions directly related to the administration or provision of medical assistance provided under a public assistance program.

Services listed in OAC 5120.35.05 & 5120.35.06 – The services listed in these two sections of the OMSP rule are Occupational Therapy services, Physical Therapy services, Speech & Audiology services, one-on-one Nursing services, School Psychology services, Mental Health services, Transportation, and reimbursements for Medical Supplies.

OMSP Service Documentation – daily documentation that supports the delivery of a service delivered under OAC 5120.35.05 & 5120.35.06. All services submitted to ODM for reimbursement must be supported by documentation that contains a description of the service, procedure, and method provided to the Medicaid recipient.

Compliance Auditor – One who ensures compliance with regulations and controls by examining and analyzing records, reports, operating practices, and documentation; recommending opportunities to strengthen the internal control structure.

IN CONSIDERATION OF their mutual promises, the **District** and **Weswurd** agree as follows:

MSP COORDINATION OF PROGRAM & SERVICES

1. Weswurd will maintain an EDI Trading Partner Agreement with ODM in order to submit Medicaid claims in the HIPAA compliant claim format;
2. Weswurd will assist, if necessary, the District in obtaining its Medicaid Provider Certification in accordance with the OMSP regulations necessary to receive OMSP reimbursements for Medicaid-eligible services provided to students in accordance with special education laws and as permitted through the OMSP. **Weswurd will assist the District through the re-certification process required every five years if re-validation falls during the term of this agreement;**
3. Weswurd will provide annually to both district service practitioners and administrators **OMSP training** for eligible services, program requirements, RMTS requirements and use of the Weswurd Web Documentation Program. Further training will be provided as needed at no additional cost via phone, in person, or other available means (e.g. Zoom, Google Meet);
4. Weswurd will make available a **secure internet documentation program** to district service practitioners listed in OAC 5120.35.05;
5. Weswurd will accept written service documentation if provided on a **Weswurd pre-approved and OMSP compliant form;**
6. Weswurd is **reliant upon the accuracy of the service documentation as provided by the District** and Weswurd shall not be responsible for submitting improper claims based on service documentation which is false or completed in error by the District;
7. Weswurd will submit all qualifying District OMSP claims for reimbursement in accordance with ODM processing procedures **based on the district's ability to secure a PR-10 (Parental Consent to Share Health information for the Ohio Medicaid School Program), a related service referral, and service documentation provided by the District;**
8. Weswurd will be responsible for all claim submission and reconciliation. Weswurd will resubmit any erred claims whenever possible. Weswurd will serve as the **official Trading Partner for the District** in order to permit the processing of electronic claims to ODM on behalf of the District **and will remain as the appointed Trading Partner until all claims submitted by Weswurd have been received back from ODM even if this takes place outside the contract period;**

Attachment A

9. Weswurd will not seek OMSP reimbursements for students known to have Third Party Liability coverage (TPL is health insurance in addition to Medicaid insurance);
10. Weswurd will provide the District with a list of **recommended documents to retain** per OMSP & State audit requirements;
11. Weswurd will complete the annual federally-required Medicaid cost report in accordance with ODM and Ohio Department of Education (ODE) procedures for all periods under this agreement even if the reconciliation dates fall outside the dates of this agreement (e.g. FY22 gets reconciled in FY24);
12. Weswurd will serve as the **District's RMTS Coordinator** for the OMSP. In that capacity, Weswurd will comply with the RMTS requirements as established by ODE. Weswurd will provide the time study vendor for Ohio (currently, the University of Massachusetts) with an annual school district calendar and quarterly participant lists **as provided by the District**;
13. Weswurd will give implementation guidance for OMSP mandates; such as, the **Parental Consent** and **annual Notification** to Share Health information with the ODM, the **referral mandate** for services delivered, and any future mandates imposed on the OMSP participants.
14. Weswurd agrees to **make all electronically submitted service documentation available** to the District for electronic storage at such a time the contractual relationship between Weswurd and the District should be terminated. The District will incur any cost associated with said electronic storage. Electronic data will only be made **available upon receipt of all outstanding balances the District still owes Weswurd**;
15. Weswurd will assist the District for up to **five hours** without charge during any OMSP state audit **that occurs outside the contract periods for services rendered by Weswurd in the year under audit**. For any additional assistance, Weswurd will charge the District based upon a billing rate of **\$200.00** per hour;
16. Weswurd will observe all federal, State, and local laws, regulations and policies pertaining to the **confidentiality of any student education records** and information Weswurd or its agents, representatives of employees obtain in the performance of the Services under this Agreement, including, but limited to, the requirements of 20 U.S.C. §1232g *et seq.*, the Family Education Rights and Privacy Act ("FERPA"), O.R.C. §3319.321, and District Policies;
17. Weswurd will comply with the requirements of 45 CFR 164.504 (e)(1) for safeguarding and limiting access to information concerning beneficiaries of the services provided;

Attachment A

18. Weswurd will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the Weswurd books, documents, and records upon request;
19. Neither Weswurd nor its principals are suspended or debarred.

DISTRICT MSP RESPONSIBILITIES

1. **The District will identify specific personnel as part of an internal “MSP Team” to provide Weswurd with information that is integral to Weswurd’s work that permits the Medicaid Program reimbursements as expected by the District.** Weswurd recommends the following members for the team: From the Treasurer’s Department: Treasurer, Asst. Treasurer, Accts Receivable, Accts Payable, and EMIS Coordinator; from the Special Education Department: SpEd Director, SpEd secretary, and a School Psychologist;
2. The District will obtain a National Provider Identifier (NPI) number as required by the OMSP (required once);
3. The District will submit an Ohio Medicaid Provider Application **and maintain a current, valid Ohio Medicaid Provider Agreement including any associated fees as may be required by the ODM and throughout the term of this agreement.** Additionally, the District agrees to re-validate the Medicaid Provider Agreement as often as required by the ODM and to incur any associated fees;
4. **The District will ensure that Weswurd remain the assigned Trading Partner until such a time as Weswurd has received the EDI 835 response from ODM for all submitted claims even if that transpires outside the contract period.** Failure to do so will result in a \$100/hr. conversion fee for all remittance advices from the PDF format to one in which Weswurd can accurately update their billing software. **The District must give Weswurd a 30-day written notice of desire to change Trading Partner Agreement with ODM;**
5. The District acknowledges that claims for services cannot be submitted to the ODM unless the District has a Parental Consent to Share Health information with the ODM and a referral for services delivered on file. In addition, **federally compliant daily service documentation from servicing practitioners must exist;** either hard copy or electronically;
6. The District shall provide skilled services in accordance with any applicable federal and state laws governing Medicaid services to eligible individuals, including Medicaid funding rules and regulations, ODE requirements, ODM requirements, and specific OMSP rules and regulations;

Attachment A

7. The District will **provide a facility for the annual MSP training** provided by Weswurd and **identify an employee to coordinate the training dates and ensure said facility availability;**
8. The District will be **responsible for identifying all service professionals, whether employed or contracted,** to Weswurd **prior to the start of each new quarter** in the school fiscal year included in the term of this contract;
9. The District will appoint someone to verify quarterly RMTS Participation lists and notify Weswurd if a participant goes on a leave of absence, is dismissed, retires, or if any new practitioners have been hired by the District;
10. The District will provide verification and monitoring of the licensing credentials of all professional staff, whether employed or contracted, who submit documentation on behalf of the District for the purpose of receiving Medicaid reimbursements;
11. All District service practitioners will submit service documentation for the OMSP services provided to students as required by any applicable OMSP, ODM, and ODE regulations. **All practitioners, whether employed by or contracted with the District, are ultimately responsible for documenting in compliance with OMSP regulations and in accordance with their professional practice standards and in accordance with their state licensing board;**
12. All District service practitioners will submit service documentation for the OMSP services provided to students in accordance with **Weswurd approved electronic format or paper format;**
13. The District is responsible for ensuring that its OMSP practitioners document services delivered to **all students in accordance with OMSP requirements and submit documentation timely** as directed by Weswurd for processing of claims;
14. The District is responsible for ensuring that **all supporting documentation;** such as, Evaluation Team Reports, Individualized Education Plans, and attendance records are **current, are available for audit, and fully support submitted OMSP service claims;**
15. The District acknowledges **documentation maintenance and retention** as a Medicaid Provider **may conflict with other District documentation retention policies,** and the District **will take appropriate action to ensure that all OMSP documents are being maintained for the appropriate amount of time.** Additionally, the District will ensure that **all personnel responsible for documentation retention are aware of all Medicaid documentation retention timelines;**

16. The District agrees that **Weswurd will complete all OMSP Cost Reports and AUP for all periods under this agreement even if the reconciliation dates fall outside the dates of this agreement** (e.g. FY22 gets reconciled in FY24). The **District will identify annually an employee to assist Weswurd to obtain documents required for AUP testing** by an independent CPA firm of the District's choosing (documents include ETRs, IEPs and Attendance records);
17. The District **retains all responsibility for the cost report data provided to Weswurd to complete the OMSP Cost Report, and as such, holds Weswurd harmless for any consequences (financial or other) to the District for data that was incomplete, inaccurate, not collected, or reported within the cost report guidelines, and thus could result in audit findings and/or related financial paybacks of previously paid reimbursements.** Furthermore, the District is responsible for **ensuring that if other federal funds (e.g. Title funds, VI-B funds, etc.) are utilized to directly pay for Medicaid eligible services, that they report the use of those funds on the federal OMSP Medicaid Cost Report,** so that they are not paid twice through federal funding sources. The District is solely responsible for compliance with federal fund reporting in accordance with the OMSP Cost Report guidelines, and any federal requirements for acceptance of federal funds, and including any reimbursement paybacks requested from the Federal Medicaid Program if District is found to have been overpaid;
18. The District retains all responsibility for any state/federal financial paybacks of Medicaid reimbursements received by the District for the circumstances of overpayment in the annual cost report settlement process, or for state or federal program audit findings due to program documentation non-compliance or other reason specified by the Federal Medicaid Program. **District holds Weswurd harmless for any reimbursement paybacks under these circumstances;**
19. The District acknowledges upon termination of contract there may still be documentation entries on the Weswurd computer documentation system that have not yet been processed as claims and agrees to forfeit the submission of those services as claims **once the ODM Trading Partner agreement has been terminated;**
20. The District hereby acknowledges and represents to Weswurd that the appropriate staff has reviewed, understood, and implemented all regulations, guidelines, and standard procedures affecting the operation of the OMSP represented by the District authorized signature below. The District shall be solely responsible for the compliance, and the compliance of its practitioners with all such regulations, guidelines, and liability for any failure to comply.

Attachment A

Compensation

As compensation for services provided to the District by Weswurd, the District shall pay Weswurd an annual fee of **\$5,640.00** for services provided during each fiscal school year. Weswurd will invoice the District **\$470.00** monthly at the beginning of each month. Weswurd agrees that the total fees will not exceed 10% of the accrued reimbursement for each school year. The reconciliation process to ensure that the fee limit is not exceeded will occur after the District receives its final cost settlement from the State each year. Payment should be made within 30 days of receipt of invoice.

Indemnification

Weswurd shall indemnify and hold harmless the District, its board, administrators, agents and employees from and against all claims, damages, losses or expenses, including but not limited to attorney fees, arising out of or caused in whole or in part by the intentional or negligent acts or omissions of Weswurd, anyone directly employed by Weswurd or anyone for whose acts Weswurd may be liable. This clause shall survive termination of this Agreement.

Confidentiality

To the extent permitted by Ohio law, all materials and documents submitted by the District to Weswurd shall not be disseminated or disbursed to third parties without the express written consent of the District. Nothing contained in this paragraph shall require Weswurd to obtain consent for disclosure required by any federal, state or local law, rule or ordinance.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding any prior written or oral discussions, negotiations and agreements.

Severability

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

Venue and Construction

This Agreement shall be governed by and construed under the laws of the State of Ohio. The parties stipulate that the appropriate venue for any litigation arising from or incident to this Agreement shall be the courts of the County in which the district is located in Ohio.

Assignment

Weswurd shall not sell, assign or transfer any part of this Agreement, or the performance required hereunder, without the written consent of the District.

Attachment A

Time is of the Essence

Time is of the essence in all respects in connection with this Agreement.

Waiver

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

Modification

This Agreement shall not be modified, altered or changed except in a writing signed by both parties.

Relationship of the Parties

Weswurd is an independent contractor of the District, not a partner, agent or joint-venture of the District and neither party shall hold itself out contrary to these terms, nor shall either party be bound by any representation, act or omission whatsoever of the other.

Notice

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail at the address written below the respective party's signature.

Eaton Community City School District
Board of Education

Weswurd, LLC
Susan Bollin, Owner / Operator

By: _____
Board President Date

By: _____
Susan Bollin Date

By: _____
Treasurer Date

By: _____
Superintendent Date



Alternate School Food Authority (SFA) Arrangement

A School Food Authority (SFA) is the governing body which is responsible for the administration of one or more schools and has legal authority to operate school meal programs therein or is otherwise approved by USDA's Food and Nutrition Service, to operate the school meal programs.

1. **THE PREBLE COUNTY EDUCATIONAL SERVICE CENTER, IRN 049254 (SFA 2)** wishes to transfer authority to operate the specified school meal program(s) for the students of SFA 2 to **EATON COMMUNITY CITY SCHOOL DISTRICT, IRN 043935 (SFA 1)**. All legal and financial authority for operating the specified school meal program(s) for the students of SFA 2 is hereby transferred to SFA 1. SFA 1 accepts total legal and financial responsibility for SFA 2's specified school meal program(s). This includes paying overclaims as a result of administrative reviews, distributing USDA commodities and complying with program regulations. SFA 2 hereby relinquishes its authority to operate the specified school meal program(s) to SFA 1.
2. The parties to this agreement agree to cooperate fully, to work in good faith and to assist each other in the mutual performance of this agreement. In connection therewith, the parties shall meet from time to time upon reasonable request of either party at a mutually agreed time and location to confer in good faith and amicably in a business-like manner work out disputes arising from the implementation of this agreement.
3. This agreement shall become effective **August 18, 2021** and it shall remain in effect until **May 26, 2022** (no longer than one year), unless terminated by a prior notice of not less than 60 days from one party to the other. The term of the agreement can be extended upon mutual agreement of the parties and upon approval from the Office for Child Nutrition.

SFA 1

Signature _____

Title _____

Phone Number _____ Date _____

SFA 2

Signature *[Signature]*

Title Treasurer

Phone Number 937 456 1187 Date 3/24/21

THIS ARRANGEMENT **does not** constitute the entire agreement between the parties with respect to subject matter thereof. (See Attachment 4 of original agreement for details to consider and/or negotiate.)

NOTE: Alternate SFA Arrangements must be approved by the Ohio Department of Education (ODE) on a case-by-case basis. ODE will review a written description of the alternate arrangement, which answers the questions listed on the attached page entitled: "Terms of Agreement to be Considered and/or Negotiated in the Alternate School Food Authority (SFA) Arrangement", before giving approval. Please forward the signed agreement and terms of the arrangement to the *Ohio Department of Education, Office for Child Nutrition, 25 S. Front St., Mail Stop: 303, Columbus, Ohio 43215-4183*. ODE will advise you as soon as the Alternate SFA Arrangement has been approved.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made by and between the Eaton Community Schools (ECS), 306 Eaton Lewisburg Road, Eaton, Ohio 45320 and the Preble County Educational Service Center (PCESC), 597 Hillcrest Drive, Eaton, Ohio 45320-9510.

The Preble County Educational Service Center, for and in consideration,

Agrees to provide space for one classroom at the PCESC Alternative School to Eaton Community Schools for the 2020-2021 school year. In addition to the classroom space, the PCESC will provide principal/secretarial support as needed, speech services, and group therapy twice per week.

The Eaton Community Schools, agrees to pay the

Sum of, Twenty Five Thousand Four Hundred and 00/100 Dollars (\$25,400.00) for the classroom space (\$7,500.00), principal/secretarial support (\$6,000.00), and speech services (\$11,900.00). Group Therapy will be billed at an hourly rate of Seventy Five and 60/100 Dollars (\$75.60) per hour.

Payment for providing the classroom space, principal/secretarial support, and speech services will be invoiced once the agreement is approved. The Preble County Educational Service Center will invoice the Eaton Community Schools monthly for group therapy. Payments will be processed upon receipt of an invoice provided by PCESC and payment made within 30 days of receipt of the invoice.


by Eaton Community Schools

Board President

Treasurer

Date

by Preble County Educational Service Center



Board President



Treasurer



Date

Date of Proposal: 3/30/2021

**Proposal for
Eaton Cmty School District**

Expiration Date: 5/14/2021

Total Cost of Proposal (PO Amount): \$541,212.51

Thank you for considering HMM as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development

Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:

Eaton Community School District

Sold to:

Eaton Community School District

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMM terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 3/30/2021

Proposal Expiration Date: 5/14/2021



Houghton Mifflin Harcourt

Attention:
MissAnne Imhoff
mimhoff@eaton.k12.oh.us

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com

HMM Confidential and Proprietary

007975652

Sold:0000208459

Ship:0000208459

Page 27 of 27

Please submit this form with your purchase order