

# EATON BOARD OF EDUCATION REGULAR MEETING

## Hollingworth East Elementary

June 14, 2021

6:00 p.m.

### I. Opening of the Meeting

A. Call to order – President

B. Roll Call

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

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

D. Student Recognition

The Eaton Board of Education and Administration wishes to recognize all spring 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 recognize the following individuals for their athletic achievements;

#### Track Regional Qualifiers

##### Women's Discus Throw

Mallory Deaton

##### Women's 800 Meter Run

Lauren Guiley

##### Women's 100 Meter Hurdles

Kylee Kidwell

##### Women's 4 x 800 Meter Relay

Kaili Hewitt

Cari Metz

Kiera Elliott

Lauren Guiley

##### Women's 4 x 400 Meter Relay

Kaili Hewitt

Cari Metz

Kiera Elliott

Lauren Guiley

##### Women's 4 x 200 Meter Relay

Camryn Bates

Kylee Kidwell

Mercedes Welcome

Amyah Thacker

Maddie Haynes

##### Women's Pole Vault

Maddie Haynes

##### Men's Shot Put

Clayton Kiracofe

##### Men's Pole Vault

Ryan Brooks

##### Men's 4 x 200 Meter Relay

John Short

Brady Cooper

Jacob McIntosh

Logan Cottle

##### Women's 200 Meter Dash

Amyah Thacker

### **State Qualifiers**

#### Women's Discus Throw

Mallory Deaton - Regional Champion

#### Women's 800 Meter Run

Lauren Guiley - Regional Runner-Up

#### Men's Pole Vault

Ryan Brooks - Regional 4th Place

#### OATCC Academic All-Ohio

Mallory Deaton – 3.984 G.P.A.

Lauren Guiley – 4.000 G.P.A.

### **E. Public Hearing Regarding the use of IDEA Part B and Title I Federal Funds**

Pursuant to Code of Federal Regulations 300.165 the local education agency (LEA) shall hold a public hearing on the use of federal funds Title I and IDEA Part B, addressing topics that include, but are not limited to, the current expenditures, programs of student support, professional development and the personnel provided.

At this time the Board will entertain any comments from the public. – No comments.

### **F. Hearing for American Rescue Plan Act (ESSER III)**

At this time the Board will entertain any comments from the public regarding the American Rescue Plan Act of 2021, Elementary and Secondary School Emergency Relief Fund (ESSER III). – No comments.

### **G. Executive Session**

To consider the employment of a public employee or official.

To prepare for negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

The following individuals are invited to attend: Jeff Parker, Rachel Tait, MissAnne Imhoff, Morgan Lippert, Isaac Wright, Zania Hasty, Allyson Luther, and Joe Scholler (via phone)

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.

President convenes executive session at 6:06 p.m.

**#2021-076**

President resumes open session at 7:27 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 May 10, 2021 Regular Board Meeting.
2. Submission of Warrants for May.
3. Submission of Financial Report for May.
4. Submission of Investment Report for May.
5. Approve comprehensive insurance with Liberty Mutual Insurance at a cost of \$106,387.
6. Approve creation of Fund 024-9001 Employee Wellness, retroactive to May 20, 2021.

Motion by Eric Beeghly, second by Darrell Durham

Discussion – Mrs. Tait explained that the District will increase the deductible from \$2,500 to \$5,000 for our insurance.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2021-077**

## III. **Reports**

- A. **Miami Valley Career Technology Center Report** – Mr. Parks shared that MVCTC's Board will have a Board Retreat on Saturday, June 26<sup>th</sup>.
- B. **Parks and Recreation Board Report** – Mr. Myers said there will be a meeting in mid-July.
- C. **Superintendent Report** – Mr. Parker stated graduation went well. Mr. Parker thanked the staff, administrators, Board, students, and families for their understanding as we dealt with everything this year. Mrs. Imhoff said approximately 275 students are in summer school this year.
- 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 U 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. Resignation and Retirement**

The Administration recommends approval of the following resignation and retirement.

1. John Baker, Secretary, resignation for the 2021-2022 school year, effective May 23, 2021.
2. Rachel Gardner, Teacher, resignation effective August 13, 2021.
3. David Mitchell, Custodian, resignation effective June 25, 2021.
4. Kip Powell, Bruce Elementary Principal, resignation for the purpose of retirement, effective December 31, 2021.
5. Jessica Wing, Administrative Assistant to the Superintendent, resignation effective July 14, 2021.

#### **B. Employment – Certificated Staff**

The Administration recommends the employment of the following personnel on a one-year limited contract for the 2021-2022 school year (July 1, 2021 – June 30, 2022.) Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations. Employment contingent upon completion of all local and state requirements including by not limited do background checks and appropriate licensure.

1. Morgan Lippert
2. Allyson Luther
3. Zania Hasty
4. Isaac Wright

#### **C. Employment – Certificated Staff Extended Service Supplemental Contract**

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

1. Keri Osswald, Teacher, Title Programs Coordinator – 3 days

#### **D. Summer School Coordinators**

The Administration recommends the employment of the following summer school coordinators.

1. Ross Dearth, 6-12 Summer School Coordinator

2. Malissa Miller, K-5 Summer School Coordinator
3. Matt Robbins, Transportation Coordinator

**E. Summer School Teachers**

The Administration recommends approval of the following personnel to serve as summer school teachers as needed from June 7, 2021 through July 7, 2021, to be paid \$150.00 per day.

1. Linda Laufer
2. Hannah Myers

**F. Summer School Classroom Assistants**

The Administration recommends approval of the following personnel to serve as summer school classroom assistants as needed from June 7, 2021 through July 7, 2021, to be paid at a rate of \$15.00 per hour.

1. Stephanie Cooper
2. Daphne Durham
3. Kaila Moore
4. Tabetha Shera
5. Kesha Yuppa

**G. Employment – Certificated Staff Extra-Curricular Supplemental Contracts 2021-2022**

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. Carolyn Bulach, Kindergarten Grade Level Leader – ½ stipend
2. Ashlee Collins, Honor Society Advisor – Middle School – ½ stipend
3. Lauren DuVall, 7<sup>th</sup> Grade Cheerleading Advisor – Football
4. Lauren DuVall, 8<sup>th</sup> Grade Cheerleading Advisor - Football
5. Robyn Eck, 2<sup>nd</sup> Grade Level Leader – ½ stipend
6. Anna Fomin, Kindergarten Grade Level Leader – ½ stipend
7. John Groom, Wrestling – Middle School
8. Nathan Islamovsky, Varsity Wrestling
9. Sara Leach, 2<sup>nd</sup> Grade Level Leader – ½ stipend
10. Elizabeth Roberts, 1<sup>st</sup> Grade Level Leader – ½ stipend
11. Jessica Sams, 7<sup>th</sup> Grade Volleyball
12. Tiana White, 5<sup>th</sup> Grade Level Leader – ½ stipend

**H. English Language Arts Curriculum Training Stipend**

The Administration recommends approval to pay teachers, as designated by the administration, up to \$100.00 per day of participation to complete the district wide English Language Arts Curriculum Training on June 2, 2021; June 3, 2021; June 7, 2021; June 11, 2021; and August 10, 2021.

**I. Employment – Temporary Positions**

The Administration recommends the following as temporary summer workers for employment. 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. William Aukerman, technology helper to be paid at a rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of eleven (11) weeks; as needed retroactive to June 2, 2021 through August 12, 2021.
2. Debra Finrock, technology helper to be paid at a rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of eleven (11) weeks; as needed retroactive to June 2, 2021 through August 12, 2021.

**J. Extended Classified Employment**

The Administration recommends the following temporary summer employment.

1. Up to four (4) bus drivers, as needed retroactive to June 7, 2021 through July 1, 2021, to be paid at their regular daily rate of pay.
2. Up to two (2) cafeteria workers, as needed retroactive to June 7, 2021 through July 1, 2021, to be paid at their regular hourly rate of pay.
3. Up to two (2) cafeteria manager, as needed retroactive to June 7, 2021 through July 1, 2021, to be paid at their regular daily rate of pay.
4. Up to two (2) Educational Aides to work as needed retroactive to June 1, 2021 through August 13, 2021, to be paid at the regular hourly rate of pay.

**K. Employment of Non-certificated Substitutes**

The Administration recommends employment of the following personnel for the 2021-2022 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. Stephanie Lewis - RN, Substitute Health Aide

**L. Employment of Non-certificated Extracurricular Position**

The following position has been posted and no employee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of these nominees on one-year limited contract for the 2021-2022 school year, or as noted, contingent upon completion of

background checks and all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Ron Neanen, High School Assistant Football

**M. Employment of Non-certificated Extracurricular Position**

The following position has been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of these nominees on one-year limited contract for the 2021-2022 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Tim Appledorn, 7<sup>th</sup> Grade Girls Basketball
2. Morris Hargis, 8<sup>th</sup> Grade Girls Basketball
3. Doug Mize, Reserve Girls Basketball

**N. Volunteers**

The Administration recommends approval of the following volunteers.

1. Micki Sittloh, Volunteer Volleyball Coach
2. Taffie Ruebush, Volunteer Girls Basketball Coach
3. Erin Springmier, Volunteer Girls Basketball Coach

**O. Authorization to Operate the Band Equipment Van**

The Administration recommends authorization for the following volunteer to operate the band equipment van without students aboard, during the 2021-2022 school year, contingent upon completion of all state and local requirements.

1. Todd White

**P. Authorization to Operate School Van**

The Administration recommends authorization for the following employees to operate a school van to transport students during the 2021-2022 school year, pending completion of all state and local requirements.

1. Harold Niehaus

**Q. Amend Job Descriptions**

The Administration recommends approval to amend the following supplemental job descriptions.

1. Program Assistant Cross Country (Attachment A)
2. Boys Head Track – Middle School (Attachment B)

3. Girls Head Track – Middle School (Attachment C)
4. Assistant Track – Middle School (Attachment D)

**R. Approval of Job Description**

The Administration recommends approval of the Assistant Elementary Principal job description (Attachment E).

**S. Create Temporary Position**

The Administration recommends approval to create the position of Assistant Elementary Principal beginning July 1, 2021, and concluding on December 31, 2021. Salary and benefits to be paid in accordance with board policy and administrative guidelines.

**T. Create and Post Classified Positions**

The Administration recommends approval to create and post the following classified positions for the 2021-2022 school year. Salary and benefits to be paid in accordance with board policy and negotiated agreement.

1. Three (3) Educational Aides

**U. Amend Resolution 2021-073 – Summer School Program**

The Administration recommends approval to amend resolution number 2021-073 of the May 10, 2021 Board agenda to approve up to twenty-two (22) certified teachers to be paid at a rate of \$150.00 per day for up to twenty (20) days at five (5) hours per day.

Motion by Darrell Durham, second by Eric Beeghly

Discussion – Mr. Parker explained the reasoning for the temporary Assistant Elementary Principal. Mr. Parks thanked Jessica Wing for her service.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2021-078**

Resolution 2021-084 H amended in Resolution 2021-084 G, on June 28, 2021 to reflect the approval of summer school teachers as needed from June 1, 2021 through July 7, 2021, not to exceed twenty (20) days.

**V. Employment – Certificated Staff Extra-Curricular Supplemental Contracts 2021-2022**

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, Honor Society Advisor – Middle School - 1/2 stipend



Motion by Ben Myers, second by Darrell Durham, to approve agenda Item  
V.V

Discussion – None.

Beeghly Abstain Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2021-079**

### ***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 W through OO 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.

#### **W. Graduation List for 2021**

The Administration recommends approval of the list of graduates for the Class of 2021 (Attachment F).

#### **X. Approval of the 2021-2022 Graduation Date and Time**

The Administration recommends that the 2021-2022 Eaton High School Graduation Ceremony be held at Miami University’s Millett Hall on Saturday, June 4, 2022 at 6:30 p.m.

#### **Y. Board Policy Updates**

The Administration recommends the second reading and approval of the following new and updated board policies (Attachment G).

1. Policy 2240 – Controversial Issues
2. Policy 6114 – Spending Federal Funds
3. Policy 6144 – Investments
4. Policy 6220 – Budget Preparation
5. Policy 6325 – Procurement – Federal Grants/Funds
6. Policy 6600 – Deposit of Public Funds: Cash Collection Points
7. Policy 7440.01 – Video Surveillance and Electronic Monitoring
8. Policy 7450 – Property Inventory
9. Policy 7455 – Accounting System for Capital Assets
10. Policy 7540.02 – Web Accessibility, content, Apps, and Services
11. Policy 8500 – Food Services
12. Policy 8510 - Wellness

#### **Z. Approval of Student Fees for the 2021-2022 School Year**

The Administration recommends approval of the following student fees for the 2021-2022 school year.

Kindergarten	\$ 36.00
1 <sup>st</sup> Grade	\$ 28.00
2 <sup>nd</sup> Grade	\$ 28.00
3 <sup>rd</sup> Grade	\$ 73.00
4 <sup>th</sup> Grade	\$ 65.00
5 <sup>th</sup> Grade	\$ 65.00
6 <sup>th</sup> Grade	\$127.00
7 <sup>th</sup> Grade	\$117.00
8 <sup>th</sup> Grade	\$120.00 (with Art Class)
8 <sup>th</sup> Grade	\$115.00 (without Art Class)

#### **AA. School Breakfast and Lunch Prices**

The Administration recommends the school breakfast and lunch meals be free to all students during the 2021-2022 school year while participating in the USDA Seamless Summer Option Program. The following breakfast and lunch prices will apply for adult meals:

Adult Breakfast Prices	\$2.45
Adult Lunch Prices K-12	\$3.80

#### **BB. Bread and Milk Suppliers**

The Administration recommends approval of the district's bread and milk suppliers for the 2021-2022 school year as authorized by the Southwestern Ohio Educational Purchasing Council (EPC).

#### **CC. Agreement with Butler County Educational Service Center**

The Administration recommends approval of the contract with Butler County Educational Service Center for services for the 2021-2022 school year (Attachment H).

#### **DD. Agreement with Preble County Educational Service Center**

The Administration recommends approval of the contract with Preble County Educational Service Center for services for the 2021-2022 school year (Attachment I).

#### **EE. Agreement with Southwestern Ohio Educational Purchasing Council**

The Administration recommends approval to renew the Foodservice Compliance Consulting Agreement with Southwestern Ohio Educational Purchasing Council (EPC) to provide consulting services in the school food service program for the 2021-2022 school year (Attachment J).

#### **FF. Agreement with Preble County District Library**

The Administration recommends approval of the Serving Every Ohioan (SEO) Service Contract with the Preble County District Library for the 2021-2022 school year (Attachment K).

#### **GG. Agreement with Southwest Ohio Computer Association**

The Administration recommends approval of a contract with Southwest Ohio Computer Association (SWOCA) for Software and Technology Services for the 2021-2022 school year (Attachment L).

**HH. Agreement with Butler County Educational Service Center**

The Administration recommends approval of an agreement with the Butler County Educational Service Center to provide services to students and families in need through the Success Program during the 2021-2022 school year (Attachment M).

**II. Agreement with Montgomery County Educational Service Center**

The Administration recommends approval of the contract with Montgomery County Educational Service Center for services for the 2021-2022 school year (Attachment N).

**JJ. Authorize School Bus Bids**

The Administration recommends authorization for the Southwestern Ohio Educational Purchasing Council (EPC) to advertise and receive bids on behalf of the Board of Education for school buses with selected options, according to specifications submitted for the cooperative purchase of any bus during the 2021-2022 school year.

**KK. Resolution to Rescind Authority**

The Administration recommends approval of a resolution to rescind authority for the Superintendent and Treasurer to enter agreements for annual contributions toward District fixed-sum levies, relative to the Angelina and Alamo Solar Facilities.

**LL. Overnight Student Travel**

The Administration recommends approval to the following overnight student travel.

1. High School Cheerleaders and coaches, to UCA Cheer Camp, Oxford, Ohio, July 8, 2021 through July 11, 2021.

**MM. Disposal of Obsolete Textbooks**

The Administration recommends approval to declare the following textbooks as surplus and to dispose of them accordingly.

1. (163) Language of Literature - 8; McDougal Littell, 2002, Middle School
2. (160+) Our Nation, MacMillan/McGraw Hill, 2005, Bruce Elementary
3. (25) History Alive, Teacher's curriculum Institute, 2001, Bruce Elementary
4. (60+) Writer's Express, Houghton Mifflin, 2000, Bruce Elementary
5. (57+) Reader's Handbook, Houghton Mifflin, 2002, Bruce Elementary

**NN. Obsolete Items**

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

1. (2) EIKI Cassette Player/Recorder, tag numbers 07455; 07096, Bruce Elementary.
2. (1) Sharp Cassette Player/Recorder, tag number 02344, Bruce Elementary.
3. (3) Telex Headphones & Junction Box, tag numbers 11319; 11296; 12304, Bruce Elementary.

## **OO. Donations**

The Administration recommends acceptance of the following donations.

1. From Ace Hardware to Eaton High School, donation of paint for senior parking spots and discount cards for students to use toward the purchase of paint for the class of 2020 and 2021.
2. From Ellen Mitchell to Eaton Community Schools, framed drawing of Dixon Israel School by a local artist.

Motion by Terry Parks, seconded by Darrell Durham

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2021-080**

## **VI. Adjournment**

Motion by Terry Parks, seconded by  
Eric Beeghly, to adjourn the meeting.

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2021-081**

President adjourns meeting at 7:51 p.m.

DATE \_\_\_\_\_

PRESIDENT \_\_\_\_\_

TREASURER \_\_\_\_\_

**Upcoming Meeting**

Meeting: Regular Board Meeting  
Date/Time: July 8, 2021 – 6:00 p.m.  
Location: East Elementary School

## JOB DESCRIPTION

*Eaton Community Schools  
An Equal Opportunity employer*

### Incumbent:

Title: Program Assistant Cross Country Class V

Reports to: Building Principal

Employment Status: Supplemental

FLSA Status: Exempt

---

### QUALIFICATIONS

1. Valid teaching certificate.
2. Prior cross country experience and/or knowledge of the sport.
3. Ability to work with those involved in setting up the program.
4. Ability to work with young athletes and provide a positive influence on their lives.
5. Maintain current Pupil Activity Supervisor validation and CPR training certificate as required by Board policy and the Ohio Department of Education.
6. Must pass criminal background check.

### GENERAL DESCRIPTION:

This person will be employed on a supplemental contract to serve as the Program Assistant Cross Country. He/she will be assigned the duties of coaching the team and directing the district cross country program. The Class V Program Assistant Cross Country Coach will have additional responsibilities/expectations as compared to Program Assistants compensated at a lower Class. The Athletic Director and Head Cross Country Program Coordinator will determine and communicate the additional responsibilities/ expectations with each other and to the individual assigned this position.

Reports to building principal.

### ESSENTIAL FUNCTIONS:

1. Coaching responsibilities for all practice sessions and scheduled meets.
2. Distribute, collect and inventory all equipment.
3. Keep all necessary records and forms.
4. Cooperate with all concerned in the cross country and athletic programs.
5. Promote sportsmanship and goodwill at all times.
6. Perform other functions as necessary to implement goals and objectives of the athletic programs.
7. Perform other duties as assigned.
8. Develop a strong communications network with athletes, parents, the community, the media, and Athletic Boosters Club.
9. Maintain all facilities in a neat and presentable manner.

### OTHER DUTIES AND RESPONSIBILITIES::

**KNOWLEDGE, SKILLS AND ABILITIES:****Attachment A**

Knowledge of: cross country; Board policies and procedures, safety practices and procedures;

Ability to: interpret policies, rules and regulations; work effectively with students, parents, staff, and community members.

Skill in: the sport of cross country

**EQUIPMENT OPERATED :**

Physical exercise equipment.

**CONDUCT**

Each staff member shall remain free of any alcohol or nonprescribed controlled substance and abuse of any prescribed controlled substance in the workplace throughout his/ her employment in the District.

Each staff member shall serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings. Each staff member has a legal responsibility to help instill in students the belief in and practice of ethical principles and democratic values.

**ADDITIONAL WORKING CONDITIONS:**

Occasional exposure to severe weather, heavy equipment, unruly children / adults, blood, bodily fluids and tissue.

**TERMS OF EMPLOYMENT:**

One -year supplemental contract

**PERFORMANCE EVALUATION:**

According to the ECTA/Eaton City Board of Education negotiated agreement.

---

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform the duties required by the Board of Education.

---

Superintendent or designee

---

Date

---

Employee

---

Date



## JOB DESCRIPTION

*Eaton Community Schools  
An Equal Opportunity employer*

### Incumbent:

Title: Boys Head Track - Middle School

Reports to: Building Principal

Employment Status: Supplemental

FLSA Status: Exempt

---

### QUALIFICATIONS:

1. Valid teaching certificate.
2. Prior track experience and/or knowledge of the sport.
3. Ability to work with those involved in setting up the program.
4. Ability to work with young athletes and provide a positive influence on their lives.
5. Maintain current Pupil Activity Supervisor validation and CPR training certificate as required by Board policy and the Ohio Department of Education.
6. Must pass criminal background check.

### GENERAL DESCRIPTION:

This person will be employed on a supplemental contract to serve as the Boys Head Track - Middle School. He/ she will be assigned the duties of coaching the middle school boys team. Reports to building principal.

### ESSENTIAL FUNCTIONS:

1. Coaching responsibilities for all practice sessions and scheduled meets.
2. Distribute, collect and inventory all equipment.
3. Keep all necessary records and forms.
4. Cooperate with all concerned in the track and athletic programs.
5. Promote sportsmanship and goodwill at all times.
6. Perform other functions as necessary to implement goals and objectives of the athletic programs.
7. Perform other duties as assigned.
8. Individuals in this position may on occasion assist with coaching HS Track Athletes.
- 8.9. Develop a strong communications network with athletes, parents, the community, the media, collegiate level programs, and Athletic Boosters Club.
- 9.10. Maintain all facilities in a neat and presentable manner.

### OTHER DUTIES AND RESPONSIBILITIES:

### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: track; Board policies and procedures, safety practices and procedures;

**Attachment B**

Ability to: interpret policies, rules and regulations; work effectively with students, parents, staff, and community members.

Skill in: the sport of track

**EQUIPMENT OPERATED:**

Physical exercise equipment.

**CONDUCT:**

Each staff member shall remain free of any alcohol or nonprescribed controlled substance and abuse of any prescribed controlled substance in the workplace throughout his/her employment in the District.

Each staff member shall serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings. Each staff member has a legal responsibility to help instill in students the belief in and practice of ethical principles and democratic values.

**ADDITIONAL WORKING CONDITIONS:**

Occasional exposure to severe weather, heavy equipment, unruly children/adults, blood, bodily fluids and tissue.

**TERMS OF EMPLOYMENT:**

One -year supplemental contract

**PERFORMANCE EVALUATION:**

According to the ECTA/Eaton City Board of Education negotiated agreement.

\_\_\_\_\_  
This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform the duties required by the Board of Education.

\_\_\_\_\_  
Superintendent or designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

## JOB DESCRIPTION

*Eaton Community Schools  
An Equal Opportunity employer*

### Incumbent:

Title: Head Girls Track - Middle School

Reports to: Building Principal

Employment Status: Supplemental

FLSA Status: Exempt

---

### QUALIFICATIONS:

1. Valid teaching certificate.
2. Prior track experience and/or knowledge of the sport.
3. Ability to work with those involved in setting up the program.
4. Ability to work with young athletes and provide a positive influence on their lives.
5. Maintain current Pupil Activity Supervisor validation and CPR training certificate as required by Board policy and the Ohio Department of Education.
6. Must pass criminal background check.

### GENERAL DESCRIPTION:

This person will be employed on a supplemental contract to serve as the Head Girls Track - Middle School. He/she will be assigned the duties of coaching the girls track team. Reports to building principal.

### ESSENTIAL FUNCTIONS:

1. Coaching responsibilities for all practice sessions and scheduled meets.
2. Distribute, collect and inventory all equipment.
3. Keep all necessary records and forms.
4. Cooperate with all concerned in the track and athletic programs.
5. Promote sportsmanship and goodwill at all times.
6. Perform other functions as necessary to implement goals and objectives of the athletic programs.
7. Perform other duties as assigned.
8. Individuals in this position may on occasion assist with coaching HS Track Athletes.
- 8.9. Develop a strong communications network with athletes, parents, the community, the media, collegiate level programs, and Athletic Boosters Club.
- 9.10. Maintain all facilities in a neat and presentable manner.

### OTHER DUTIES AND RESPONSIBILITIES:

### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: track; Board policies and procedures, safety practices and procedures;

**Attachment C**

Ability to: interpret policies, rules and regulations; work effectively with students, parents, staff, and community members.

Skill in: the sport of track

**EQUIPMENT OPERATED:**

Physical exercise equipment.

**CONDUCT:**

Each staff member shall remain free of any alcohol or nonprescribed controlled substance and abuse of any prescribed controlled substance in the workplace throughout his/her employment in the District.

Each staff member shall serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings. Each staff member has a legal responsibility to help instill in students the belief in and practice of ethical principles and democratic values.

**ADDITIONAL WORKING CONDITIONS:**

Occasional exposure to severe weather, heavy equipment, unruly children/adults, blood, bodily fluids and tissue.

**TERMS OF EMPLOYMENT:**

One -year supplemental contract

**PERFORMANCE EVALUATION:**

According to the ECTA/Eaton City Board of Education negotiated agreement.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform the duties required by the Board of Education.

\_\_\_\_\_  
Superintendent or designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

## JOB DESCRIPTION

*Eaton Community Schools  
An Equal Opportunity employer*

### Incumbent:

Title: Assistant Track - Middle School

Reports to: Building Principal

Employment Status: Supplemental

FLSA Status: Exempt

---

### QUALIFICATIONS:

1. Valid teaching certificate.
2. Prior track experience and/or knowledge of the sport.
3. Ability to work with those involved in setting up the program.
4. Ability to work with young athletes and provide a positive influence on their lives.
5. Maintain current Pupil Activity Supervisor validation and CPR training certificate as required by Board policy and the Ohio Department of Education.
6. Must pass criminal background check.

### GENERAL DESCRIPTION:

This person will be employed on a supplemental contract to serve as the Assistant Track - Middle School. He/ she will be assigned the duties of coaching the middle school team. Reports to building principal.

### ESSENTIAL FUNCTIONS:

1. Coaching responsibilities for all practice sessions and scheduled meets.
2. Distribute, collect and inventory all equipment.
3. Keep all necessary records and forms.
4. Cooperate with all concerned in the track and athletic programs.
5. Promote sportsmanship and goodwill at all times.
6. Perform other functions as necessary to implement goals and objectives of the athletic programs.
7. Perform other duties as assigned.
8. Individuals in this position may on occasion assist with coaching HS Track Athletes.
- 8.9. Develop a strong communications network with athletes, parents, the community, the media, collegiate level programs, and Athletic Boosters Club.
- 9.10. Maintain all facilities in a neat and presentable manner.

### OTHER DUTIES AND RESPONSIBILITIES:

### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: track; Board policies and procedures, safety practices and procedures;

**Attachment D**

Ability to: interpret policies, rules and regulations; work effectively with students, parents, staff, and community members.

Skill in: the sport of track

**EQUIPMENT OPERATED :**

Physical exercise equipment.

**CONDUCT:**

Each staff member shall remain free of any alcohol or nonprescribed controlled substance and abuse of any prescribed controlled substance in the workplace throughout his/her employment in the District .

Each staff member shall serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings. Each staff member has a legal responsibility to help instill in students the belief in and practice of ethical principles and democratic values.

**ADDITIONAL WORKING CONDITIONS:**

Occasional exposure to severe weather, heavy equipment, unruly children/adults, blood, bodily fluids and tissue.

**TERMS OF EMPLOYMENT:**

One -year supplemental contract

**PERFORMANCE EVALUATION:**

According to the ECTA/Eaton City Board of Education negotiated agreement.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform the duties required by the Board of Education.

\_\_\_\_\_  
Superintendent or designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

**JOB DESCRIPTION**

*Eaton Community School,s  
An Equal Opportunity Employer*

Assistant Elementary Principal

Reports To: Superintendent

Employment Status: Full-time

FLSA Status: Exempt

---

**QUALIFICATIONS**

1. Valid Ohio elementary principal's certificate/license.
2. Three (3) years of elementary school teaching experience preferred.
3. Experience in public school administration and supervision preferred.
4. Must pass criminal background check.
5. Possess; high moral character
6. Possess a regular and predictable attendance record, without tardiness.
7. Possess ability to work with students, teachers, and administration positively, effectively, and energetically.
8. Demonstrate a sincere desire to aid all students and interact with a positive attitude.
9. Have ability to maintain a high level of ethical behavior and confidentiality of information about students.
10. Possess a knowledge of or experience with handicapped students and/or sincere desire and ability to learn about working with the handicapped children.
11. Experience and/or training with scientifically based research, educational reform and best practices.
12. Must possess a valid driver's license.

**GENERAL DESCRIPTION:**

Under administrative direction of the Superintendent and Elementary Principal, serves as the educational leader of the assigned building following Board policies and procedures, supervising assigned staff, and directing the building's curricular and co-curricular programs.

**ESSENTIAL FUNCTIONS**

1. Serves as the school's instructional leader, facilitating on-going curriculum and program review and improvement according to state standards and district policy.
2. Establishes and maintains an effective learning climate in the school.
3. Assists the Principal in supervising the guidance and counseling program to enhance individual student education and development.
4. Complies with all legal and program requirements associated with education of children with disabilities.
5. Assists in the staff selection process for all employees assigned to the building.
6. Assists with the evaluation of all certificated and classified staff, assigned to the building.
7. Assists in developing and maintaining accountability for the building level budget.
8. Assists in the recommendation of purchasing textbooks, instructional supplies, equipment, and services necessary for operation of the building.
9. Assists with coordinating and managing co-curricular and extra-curricular activities in the building.

## Attachment E

6/2021

10. Establishes and maintains an inventory of textbooks, instructional supplies, and equipment assigned to the building.
11. Assists in the development and accountability for the building master schedule, as well as for the scheduling of staff and students.
12. Facilitates satisfactory maintenance and repair of the building.
13. Maintains direct and open communications with the district's central office staff, keeping the superintendent, and other staff as appropriate, informed as to the conditions of the schools, its programs, and its activities.
14. Completes and transmits reports on time, including those associated with Ohio's Education Information Management System (jEMIS).

### PROFESSIONAL RESPONSIBILITIES:

1. Attends work in compliance with established policies and procedures.
2. Attends all scheduled administrator meetings and Board of Education meetings.
3. Coordinates and/or participates in assigned committee responsibilities (e.g. Preble County Educational Service Center, district level, etc.)
4. Completes annual building and program evaluations, as well as a personal self-evaluation.
5. Facilitates and participates in scheduled evening activities which have a direct relationship with students, parents, and staff.
6. Maintains availability to students, staff, and parents during the school day.
7. Complies with district-wide negotiated agreements and Board and administrative policy and procedures.
8. Assists in the building level administrative professional activities as noted below:
  - Keep abreast of changes and developments in the profession by attending professional meetings, reading professional journals and other publications and by discussing problems of mutual interest with others in the field.
  - Using leadership, supervisory, and administrative skills, manages the school to promote the educational development of each student.
  - Serves as a role model for students and teachers.
  - Helps instill in students the belief in and practice of ethical principles and democratic values.
  - Designs and implements student discipline procedures consistent with Board and administrative policy.
  - Designs and implements new student orientation procedures.
  - Orients newly assigned staff members and assists in their professional development.
  - Annually, prepares and distributes a staff handbook.
  - Annually, prepares and distributes a student handbook.
  - Publishes regular administrative bulletins to staff.
  - Communicates with parents on a regular basis.
  - Secures newspaper publicity of building level, student, and staff activities.
  - Secures certificated and classified substitutes for the building, as needed.
  - Develops and implements a call-off procedure for inclement weather.
  - Develops and tests building-wide tornado and fire drill procedures.
  - Regularly conducts safety inspections of school equipment, posting safety rules as appropriate throughout the building.
  - Facilitates scheduling of the building for community use.
  - Approves or disapproves all staff leave requests as required.
  - Plans and recommends building goals and objectives and building level in-service activities.
  - Plans and conducts building level staff meetings according to district procedures.
  - Coordinates the school's testing program according to Board policy and administrative procedure.
  - Utilizes data from testing programs for curriculum and program development, including intervention.



## **Attachment E**

6/2021

- Accepts responsibility for the general efficiency of the school and programs including the development of the school staff and the educational growth and welfare of the students.
- Coordinates building level child study and intervention activities according to Board policy and administrative procedure.
- Establishes building level student, staff, and parent advisory mechanisms as appropriate.
- Maintains responsibility for the health and welfare of staff and students.
- Provides supervision of students during the lunch period(s), intermissions and such other times as may be necessary.
- Provides leadership in all matters pertaining to co-and extra curricular activities involving the school.
- Demonstrates regular and predictable attendance.
- Maintains required certificate(s).

### **OTHER DUTIES AND RESPONSIBILITIES:**

1. Participates in local school district and Preble County Educational Service Center in-service and professional development programming.
2. Participates in voluntary activities to improve professional services to the district.
3. Maintains personal professional standards in dress, grooming, and public speaking.
4. Maintains responsibility for good public relations within the community and for utilizing community resources to enrich learning.
5. Performs other related duties as assigned by supervisor.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of: Board policies and procedures; building policies and procedures; teaching methods and techniques; courses-of-study; curriculum; textbooks; educational plans; lesson plans; supervision; performance evaluations; budgets; appropriations; scheduling; contract administration; testing programs; public relations; lunch programs; in-service trainings; student discipline; supplemental teaching materials; teaching techniques and strategies; motivational techniques; public relations; Individualized Educational Plans; intervention techniques.

Ability to: interpret, develop and administer policies, procedures, and regulations; evaluate teaching methods and techniques; supervise; evaluate instructional programs and materials; develop and administer budgets; communicate effectively; schedule; discipline; handle grievances; prepare reports; maintain records; maintain high academic standards for students; provide instructional leadership; work cooperatively with parents, students, and community residents; work cooperatively with district staff and administrators; follow directions; promotes a cooperative attitude with staff and administration; dress appropriately and show responsible care in personal hygiene; display an attitude of enthusiasm and interest in administration; show respect for teachers, students, parents and their opinions.

Skill in: public address system, audio visual equipment, computers, copier, laminator, and other items as required.

### **CONDUCT:**

Each staff member shall remain free of any alcohol or nonprescribed controlled substance and abuse of any prescribed controlled substance in the workplace throughout his/ her employment in the District.

Each staff member shall serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings. Each staff member has a legal

**Attachment E**

6/2021

responsibility to help instill in students the belief in and practice of ethical principles and democratic values.

**EQUIPMENT OPERATED:**

Audio visual equipment, computer, copier, laminator, and other items as required.

**ADDITIONAL WORKING CONDITIONS:**

Occasional exposure to severe weather, loud noise, unruly children/adults, blood, bodily fluids and tissue.

**TERM OF EMPLOYMENT:**

Two hundred twenty (220) days annual contract.

**PERFORMANCE EVALUATION:**

Performance of this position will be evaluated by the Superintendent in accordance with Board of Education policies.

---

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform the duties required by the Board of Education.

\_\_\_\_\_  
Superintendent or designee

\_\_\_\_\_  
Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

## Attachment F

### Final Graduation List 2021

Shyanne Jean Abner  
 Ethan Joseph Alderman  
 Tyler Hylton Ashworth  
 Jenna Elizabeth Aukerman  
 Beau Vincent Austin  
 Madelynn Savanna Baker  
 Brooklyn Maray Barker  
 Kendal Paige Barton  
 Kennedee Jayne Bettker  
 Dawson Neal Blaylock  
 John David Bertel III  
 Sage Garrett Bowman  
 Carly Monet Bricker  
 Lexi Marie Brooks  
 Ryan Edward Brooks  
 Shyanna Nashea Brown  
 Dawson Lee Brubaker  
 Rachel Lynn Rose Buckler  
 Josilyn Marie Bulach  
 Ethan David Alexander Burrell  
 Caleb Lee Caplinger  
 Cameron Michael Carroll  
 Jillian Madison Carroll  
 Allyson Paige Chadwell  
 Kyla Faith Chappel  
 Rodney Ray Christian  
 Jonathan David Clark  
 Marian Linley Clopper  
 Rebecca Jane Clyburn  
 Kendall Deborah Combs  
 Brittany Nicole Corwin  
 Logan Ray Cottle  
 Nathan Robert Crammer  
 Makayla Jo Deacon  
 Mallory Rene Deaton  
 Mackensie Renee Delk  
 James Neal Dossett Jr.  
 Ashton Edward Lee Durbin  
 Felix Harold Durham  
 Trinity Elise Eddy  
 Jazlynn Jane Elliott  
 Ainesleigh Mae Elstro  
 Ross Michael Fogle  
 Kaitlyn Nicole Ford  
 Alina Michelle Fore  
 Madison Paige Fugate  
 Bradley Gerald Gard

Anne Isabella Garton  
 Lillian Catherine Gerau  
 Jordan Ashley Gibbs  
 Libby Ann Giffen  
 Elizabeth Andrea Gonzalez  
 Trevor Wade Guehring  
 Eric Brennan Halderman  
 Halayna Mae Lynn Hall  
 Megan Cathleen Hall  
 Kendale Ernest Hamilton  
 Ellery Katherine Harper  
 Jeremiah Cole Hauser  
 Owen Michael Hewitt  
 Dallas Ryan Hines  
 Tanner Blayne Hixson  
 Gretah Raychel Jene Hounshell  
 Ethan Isaac Howard  
 Spencer Daniel Hunt  
 Isabella Grace Hurd  
 Adrian Michael Johnson  
 Alexis Charlotte Kennedy  
 Kylee Nichole Kidwell  
 Austin Michael Kopf  
 Carsyn Janice Lammers  
 Justin John Lammers  
 Sam Henry Lawson  
 Tyler David Laycox  
 Cameron Robert Lewis  
 Haran Clayton Nathaniel Lewis  
 Makayla Noelle Lipps  
 Trevor Frank Long  
 Eric Chase Lynch  
 Celeste Marie Maish  
 Jesse Aron Marcum  
 Joshua Herbert Martin  
 Kelli Audrey Mays  
 Olivia Zoe McCarty  
 Noah Franklin McClellan  
 Jacob Thomas McIntosh  
 Cari Noelle Metz  
 Alexis Marie Miller  
 Gabriel Foster Mirovsky  
 Sophia Ann Murphy  
 Tess Margaret Murphy  
 Alyvia Sue Myers  
 Kayla Brianne Noah  
 Amelia Joice Northern

Joseph Michael Parks  
 Kayleen Marie Peiffer  
 Ethan Hunter Pence  
 Anthony Joseph Pettitt  
 Kylee Renee Pitsinger  
 Travis Jayden Pittman  
 Craig Devin Posey  
 Brooke Lynn Pugh  
 Emma Marie Pugh  
 Jack Colton Randall  
 Kianna Madison Rhodus  
 Emma Marie Rich  
 Katryna Ann Rich  
 Chloe Rebecca Richardson  
 Emily Marie Roark  
 Rebekah Grace Ruthers  
 Ceridwyn Irene Salyers  
 Garrett Michael Sanders  
 Kameron Daniel Sandifer  
 Madison Nicole Sawesky  
 Alaina Marie Schaeffer  
 Lauren Dare Schaurer  
 Devin Isaac Schmidt  
 Madison Abigail Schmidt  
 Hannah Nicole Schneider  
 Jakob Benjamin Selbe  
 Carson Jack Shafer  
 Colten Paul Shanefelt  
 Beau Matthew Shepherd  
 Peyton Lamar Shillingburg  
 Alyssa Michele Short  
 Brianna Elizabeth Smith  
 Madison Nicole Snelling  
 Claire Elizabeth Sorrell  
 Faith Alexis Sowder  
 Tanner Justin Staggs  
 John Henry Sullivan III  
 George Edward Swain  
 Jacob Sy Tackett  
 Evan Michael Tolliver  
 Abigail Noelle Towe  
 Keith Mitchell Turner  
 Lance Douglas Unger  
 Samantha Elizabeth Venable  
 Grace Marie Waltz  
 Liam Nickell Wapenstein  
 Brailly Nicole Ward

Attachment F

Final Graduation List 2021

Arianna Lynea TaylorWatkins  
Mercedes Joclyn Welcome  
Jenna Nycole Wheeler  
Ja cob Alan White

Katelyn Rose White  
Erika Paige Wilkinson  
Jeffrey Cole Willard  
KierstenLynae Woods

Jacob Lewis Wright  
Joshua Nathan Tyler Wysong  
Nathaniel Lee Wysong  
Brandon Joseph Zapfe

Attachment G

Appendix A

Attachment G - Board Policy Updates

## Butler County Educational Service Center: CONTRACTS

Resolution Number: \_\_\_\_\_

Appendix: \_\_\_\_\_

Contracted Service Agreement  
D Consultant Agreement

D Memorandum of Understanding  
D Lease Agreement

Check one title above. To navigate between fields, use your keyboard's arrow keys, not the tab key. Do not delete invisible tabs after each entry.

Company/District/Consultant: Eaton Community Schools

Date: 05/05/2021

Cost: \$314,064

Purpose: 15 days (\$12,000) of Special Education Consultation Support; 40 days (\$20,800) Behavioral Coaching; 405 days 2.2 FTE (\$226,800) of Occupational Therapy; 92 days SFTE (\$54,464) days of Physical Therapy.

The Butler County Educational Service Center agrees to provide: Special Ed Consultation, Behavioral Coaching, OT, PT

(add services being provided)

for: Eaton Community Schools

The Supervisor Wendy Fohn

(district/customer)

(add name)

will coordinate with Dr. Horton

at Eaton Community Schools

(customer supervisor/authorized signature for billing)

(district/customer)

for assignment of services.

The term of this agreement is for services to be delivered starting on 05/01/2021 – 06/30/2022

(contract effective date starts)

(contract effective date ends)

Compensation will be paid to the Butler County ESC in the amount of \$314,064 not to exceed \$314,064 without prior approval.

(compensation range)

(max. amount or number of days)

Eaton Community Schools will provide direct supervision of the staff member providing services. Eaton Community Schools will

(district/customer)

(district/customer)

provide all materials required for the therapist to complete their job such as but not limited to assessment kits and protocols, adaptive equipment; AAC devices and classroom/office space, supplies, computers, email, manipulatives. Eaton Community Schools agrees to utilize the workload approach when determining caseloads as well as support office administrative needs, including access to and use of copy machine, fax, printer, phone and internet as well as access to IEP/ETR program and Medicaid billing system.

(list specifics of district responsibilities for providing materials and any requirements of district per the contract).

The Butler County Educational Service Center will invoice the district after services are delivered prior to payment. Payment of services delivered is to be submitted to the Treasurer's Office, located at the Butler County Educational Service Center, 400 North Erie Blvd., Hamilton, Ohio 45011.

If additional hours of service are necessary for Spec. Ed Consult. Behavioral Coaching, Occupational & Physical Therapy

(services being provided)

the district will be billed in the amount of spec consult (\$1001 beh-vior (\$65) OT (\$101 PT (\$74) per hour for

(dollar amount)

(unit: hour or day)

Spec Ed consultation, Behavioral coaching OJPI with prior approval from the district representative and the BCESC coordinator.

(services being provided)

This agreement is executed by Eaton Community Schools

(district/customer)

and the duly authorized representatives of the

Butler County Educational Service Center on 05/19/2021

(date)

District/Customer

Tawana Keels, Governing Board President, BCESC

Ken Ulm, Treasurer, BCESC

Date

Date

Date

Attachment I

**Preble County Educational Service Center  
Contract Amount for FY 2022  
Pursuant to O.R.C. 3313.845**

County ESC REBLE County IRN 049254  
District EATON COMMUNITY CITY County PREBLE  
District IRN- 0 43935

The above named parties have entered into a contract for services for fiscal year 2022 in an annual amount of \$1,102,177.

We, the undersigned, understand that the above annual amount will be deducted from state foundation payments to the school district and paid to the county educational service center on a bi-monthly basis throughout the fiscal year.

The District agrees to pay, for any programs or services in which it has elected to participate, the pro-rata share of any unemployment benefits which may become payable due to the cancellation of the service or program.

We also understand this amount is subject to change contingent upon state funding, student participation or significant increase in costs.

The Preble County Educational Service Center agrees to comply with the requirements of 45 CFR 164.504 (e) (1) for safeguarding and limiting access to information containing beneficiaries.

The Preble County ESC will allow representatives of the US Department of Health and Human Services, ODM and ODE, or their respective designee access to the subcontractor's books, documents, and records.

The Preble County Educational Service Center acknowledges that they or their principles are not suspended or debarred.

_____ Print District Superintendent Name	_____ District Superintendent Signature	_____ Date
_____ Print District Treasurer Name	_____ District Treasurer Signature	_____ Date
_____ Print ESC Superintendent Name	_____ ESC Superintendent Signature	_____ Date
_____ Print ESC Treasurer Name	_____ ESC Treasurer Signature	_____ Date

EATO N							
		2019-2020	2020-2021			Pt o p o s e d 2021-2022	Difference in FY 21 Estimate
		Contract	Contract	Estimate	Difference	Co n t r a c t	and FY 22 Contract
Speech and Language		65,124	68,425	64,523	(3,902)	125,820 •	61,297
Pupil Services		96,834	102,012	119,168	17,156	123,935	4,767
School Nurse		37,721	38,509	37,581	(928)	0 ••	(37,581)
Attendance Officer		3,373	3,579	3,453	(126)	3,591	138
Sub Teacher Hotline		3,371	3,534	3,534	0	3,529	(5)
Enrichment Services		3,506	4,369	3,971	(398)	4,130	159
Preschool Sp Ed		611,700	612,000	454,000	(158,000)	0	(454,000)
Itinerant Preschool		0	0	0	0	74,763	74,763
MD		205,800	216,000	238,800	22,800	305,510	66,710
ED		323,760	306,730	205,332	(101,398)	342,535	137,203
Transportation		130,675	133,100	93,175	(39,925)	118,364	25,189
Totals		1,481,864	1,488,258	1,223,537	(264,721)	1,102,177	(121,360)
*Total of 7.5 days of speech, 5 days K-12, 2 days preschool, and 1/2 day itinerant speech.							
•• Nurse costs are included in classroom costs for preschool, MD and ED.							
		Estimated	Actual	Actual	Actual	Actual	
Student Days		FY 21 Days	FY 20 Days	FY 19 Days	FY 18 Days	FY 17 Days	
Preschool		4,540	6,117	4,038	3,132	3,665	
MD		1,592	1,372	1,535	1,660	2,207	
ED		1,446	2,280	2,382	1,947	1,657	
Transportation		1,864	2,614	1,931	1,464	1,795	
Total		9,442	12,383	9,886	8,203	9,324	
Number of Student s based on estimate d/ac tual days							
Preschool		25.2	34.0	22.4	17.4	20.4	
MD		8.8	7.6	8.5	9.2	12.3	
ED		8.0	12.7	13.2	10.8	9.2	
Transportation		10.4	14.5	10.7	8.1	10.0	
		52.5	68.8	54.9	45.6	51.8	



## **Foodservice Compliance Consulting Agreement**

**School District:** \_\_\_\_\_  
**and**  
**Southwestern Ohio Educational Purchasing Council**

This agreement made this First day of July, in the year 2021, by and between \_\_\_\_\_ School District ("Board") and the Southwestern Ohio Educational Purchasing Council ("EPC"), a council of government (COG) in the State of Ohio, for the purpose of consulting services in the school food service program.

NOW, THEREFORE, in consideration of the mutual agreement, promises and covenants contained herein, the parties hereby agree as follows:

### **1. CONSULTING**

The EPC will consult for the school district's National School Lunch and School Breakfast Programs and will provide services to the district food service program. The EPC services to be provided are outlined in Appendix A of this agreement. THE EPC **will** not be providing an on-site supervisor to the program but a consulting service to work with a designated person at the district to ensure compliance in the National School Lunch and Breakfast Program, a Federal Program.

### **2. DISTRICT RESPONSIBILITIES AND REQUIREMENTS**

As a condition to enter into this consulting agreement with the EPC, the District commits to the Participation Requirements and Responsibilities listed in Appendix A of this agreement.

3. REPRESENTATION

The EPC consultant **will** act as a representative and administrative designee of the Board at local, state and national school food service events, training and for administrative functions of the foodservice operation. The Board will be provided with up-to-date information regarding changes in the National School Lunch and Breakfast Program through the district contact administrator.

4. MANAGEMENT PRACTICES

The Board shall retain control of the quality, extent and general nature of its food service program and employees. The Board and the EPC shall ensure that the food service operation is in conformance with the school food authority's agreement under the Program pursuant to 7CFR 210

All funds collected under the National School Lunch and Breakfast Program will be deposited in the school district food service account on a daily basis by school district employees.

The Board and the EPC Consultant agree and acknowledge that the relationship created by this Agreement is that of an independent contractor and not that of employer and employee.

The EPC agrees to comply with all Worker's Compensation laws, Ohio employment laws and Federal employment laws. The EPC will carry and maintain general liability and personal injury insurance with the Board listed on the certificate of insurance.

The school food authority will comply with federal regulations and protect food service from imposed penalty by non-compliance of the program. The EPC consultant will assist the school district with the compliance process.

The board shall obtain applicable state and local health certificates. The consultant will verify that the program follows state and local health regulations at the school food service sites.

5. PURCHASING

Board purchasing agreements and group bids such as the Southwestern Educational Purchasing Cooperative **will** be used as well as competitive quotes for the procurement of all food and supplies for the meal program. Invoices for food and supplies will be reviewed to insure the proper bid quotes are being charged and that all items listed on the invoice were received into the school lunch program. The Board Treasurer will process and pay all vendor invoices for food service.

6. NUTRITIONAL ANALYSIS

Compliance for Ohio SB210 and the Healthy Hunger Free Children Act of 2010 require oversight on nutrient standards of items sold and served in schools. Guidelines established by regulation must be determined for nutrient content. EPC will utilize a registered dietician or school nutrition specialist in evaluation of program nutritional regulations.

7. RECORDS AND REPORTS

EPC will manage and organize the collection, computation and consolidation of data used to prepare any and all reports and records required by the Ohio Department of Education, USDA, the National School Lunch Program, or the Board, with respect to the school food service program if district wishes for EPC to enter the monthly claim. Such information will be retained for a period of three years.

The Board will retain and backup daily sales and meal counts per building, monthly financial information required by USDA and the State of Ohio regarding the Federal School Meals Program.

EPC will prepare for submission; any claims and reporting as designated by the Board for the Federal School Meals Program, unless the district requests to prepare and submit independently. The Board will retain signature authority on the Federal School Meals Program through the State

Agency Agreement, free and reduced price policy statement and claims for reimbursement.

The Board shall maintain food service records for a period of three years from the close the fiscal year to which they pertain plus he current year of operation.

8. FINANCIAL ARRANGEMENTS

The Board agrees to pay EPC \$4275.00 each quarter for consulting services. This is inclusive of the School Nutrition and Fitness Website fees. The Board shall be invoiced starting July 1 and each subsequent quarter for the consulting service. There is no additional payroll assigned to this program. Mileage to and from the district and between buildings will not be charged to the district. Wellness Committee On-Site Participation, Student Focus Groups or additional visits above and beyond those listed in Appendix A will be invoiced separately with administrative approval at an hourly rate of \$75 per hour.

9. TERM

This agreement shall become effective as of July 1, 2021 and shall remain in effect until June 30, 2022 with renewal options as mutually agreed by both parties.

If either party shall fail to meet or fulfill the terms and provisions of the Agreement, the party claiming such failure may give 30-day written notice to the other party. The claiming party may then terminate for any reason.

Any notice to be given there under shall, if to the EPC be sent to 300 Corporate Center Drive, Suite 208, Vandalia, Ohio 45377; and if to the school district to the following address: \_\_\_\_\_

\_\_\_\_\_

10. ENTIRE AGREEMENT

This agreement {including Appendix A) constitutes the entire Agreement of the parties hereto and all previous communications between parties, whether written or oral, with reference to the subject matter of this Agreement, are canceled and superseded.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

\_\_\_\_\_  
School District Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ken Swink, Executive Director

\_\_\_\_\_  
Date

SEE APPENDIX A ON FOLLOWING PAGE

---

## APPENDIX A 2021-2022

---

Attachments t J

### EPC FOODSERVICE COMPLIANCE CONSULTING DUTIES

---

#### District Requirements to Participate:

EPC Member
SWEPC Cooperative Member (Commodity Program)
Web Based Point of Sale System
School Nutrition and Fitness Website(Included in EPC service) Display and provide District Info
Board Policies Up to Date- EPC will help to evaluate
Participation in DOD Program
Compliance with NSLP Rules and Regulations ( guidance by EPC)
Drop Box Access and Use
Give Access of ODE CRRS system to EPC
Assign a Director, Mgr. or Cook in Charge (CIC) and Administrator in Charge (AIC) for communication purposes and CRRS approval
Maintain at least one Level 2 Serv Safe Certificated Employee per kitchen
Secure and Maintain Foodservice License Annually
Maintain foodservice records for 3 years plus the current school year

#### District Responsibilities:

Process Free/Reduced Applications, Certification and process verification data from selected households. EPC will review all documents and file the Verification Report Summary in CRRS.
Personnel Mgt., Hiring, Training, Discipline, Evaluation, Sub CoverageCook's Calendar
Daily Kitchen Operation including adherence to Board of Health Regulations, Ordering Supplies (EPC will provide an order guide) ,Cash Handling and Purchase Order Processing
Ordering of all food and supplies with provided order guide and complete EOM Inventory thru the GFS Online Inventory Manager Program (Free)

Follow Menu Provided and Complete Production Records Daily (EPC will provide)	AttachmentJ
Preventative Maintenance, Hood Cleaning and Equipment Repair Scheduling	
Maintenance, Updating and Repair of POS computers, POS, online payment and online application software and internet	
Monthly cafeteria accounting reports to EPC summary of bills paid by vendor, any outside sales (pres-school, catering, etc.), Complete End of Month Inventory	
Provide Quarterly treasurer reports (FINDET sorted by Object code and FINDET sorted by fund only) or read only online access for 006 Fund	
Provide Annual Labor and Benefit Summary for all foodservice employees	
All Parent and Staff Communication (EPC will provide NSLP required communication)	
Professional Standards Training Compliance (EPC will update cooks on training opportunities)	
Oversight/Management of Student Allergy Forms and Substitutions (guidance will be provided)	
Annual Nutritional Compliance Report (EPC will provide guidance)	

### **EPC Responsibilities**

Monthly Menu (based on standard EPC Cycle) with automated production records
Nutritional Spreadsheet and Website Menu Updates, including Allergens
USDA 6 cent compliance worksheet and menu analysis of cycle menu
Minimum 6 visits per year or 48 total hours of onsite assistance
Enter Claims in CRRS-district must hit submit button
Quarterly Profit and Loss by school, Quarterly Foodservice Report Card
Reconcile Foodservice Records with Treasurer's Office Quarterly
Monitor Commodity Usage
USDA NSLP Sponsor Application and Public Release
Administrative Review Compliance Assistance (audited annually by field Rep)
Review application approval and verification results and verification report
Parent Letter Compliance Updates- Application, Eligibility Determination, Direct Cert Letters, Verification, Adverse Action
Procurement Review Assistance/Oversight

Buy American Compliance	
On-Site Review Compliance Forms (IX Annually) (included in onsite assistance)	
Civil Rights Compliance Training Follow Up with Cooks	
Wellness Policy Guidance	Attachment J
Non-Program Foods Calculation	
Paid Lunch Equity	
Foodservice Board Policy Review	
Charge Policy Development	
Order Guide of approved products for menu	
Order Guide for Miscellaneous Supplies	
Foodservice Handbook with District Specific Template	
HACCP Policy	
Community Eligibility Evaluation and Reporting	
Equipment Evaluations and Purchase Recommendations	
Pricing Evaluation and Recommendation, Student and Adult	
Meal Identification Content Recommendation for meal signage	
Provide Allergy Form for District to use.	
Provide Professional Standards Log Sheet	
Smart Snack Compliance Review (Food and Beverage Guidelines)	
Health Department Inspection Tracking	
Required Notifications- Breakfast, Summer Feeding, Charge Policy	
Potable Water Regulation Review	
Standardized Recipe Book Provided for recipe items on menu	
Non-Discrimination Signage Audit	

**Extra Services Offered:**

Wellness Committee Participation/Student Focus Groups/Surveys (\$75/hr.)
Summer Foodservice Program \$500 Flat Fee)





Attachment K  
1150 North Harrison Street  
Eaton, Ohio 45320  
Phone: 937-456-4250  
Fax: 937-456-6092  
pcdl@preblelibrary.org

## SEO Consortium Subcontract between the Preble County District Library and Eaton Community Schools

2021-2022

The Preble County District Library (PCDL) is the primary entity with which the SEO (Serving Every Ohioan) Consortium has a contract. PCDL is offering to subcontract with the independent libraries of Preble County in order to provide access to more materials to the library patrons of Preble County and defray the overall costs of belonging to a larger consortium.

This subcontract with the independent libraries of Preble County in no way negates the original and binding contract with the SEO Consortium. By signing this contract, the independent entity agrees to abide by SEO Consortium contract as well as the addendums below.

The PCDL Board of Trustees and the school board of education for Eaton Community Schools through such powers that are delegated to their administrators shall govern this agreement.

In order to ensure clear communication, one school librarian will serve as a representative. The duties of this representative will be to communicate overall concerns to PCDL. Training questions will be addressed directly with the SEO helpdesk. Cataloging questions, if not involving actual creation of bibliographic record by PCDL, will be addressed directly with the SEO Consortium. Maintenance and upgrade changes will be announced through the SEO Consortium listservs.

The Eaton Community Schools agree to provide an annual payment of \$3,000.00, as billed via the Preble County District Library within 60 days of receipt. This charge is based on the SEO consortium service fee. The service fee is subject to change from year to year. In the event SEO Consortium's price structure change, this contract will be null and void and a new contract with the new service fees will be provided.

Furthermore, the Eaton Community Schools agrees to independently contract and assume all costs for participating in the state-wide delivery system for deliveries. PCDL will continue to provide free delivery of materials requested within Preble County.

Should the librarian have materials that cannot be copy cataloged by the librarian, the librarian can independently request with SEO to create a bibliographic MARC record via OCLC's CatExpress. The OCLC fees will be paid for by the entity that requested this service and not PCDL. OCLC is the world's largest library cooperative and subcontracts with the SEO Consortium for discounted charges.

Should the school librarian want to continue having PCDL copy catalog materials instead of doing it themselves, the charges for PCDL copy cataloging will be at a rate of \$11.00/hour. PCDL will bill for the charges. Payments are due within 60 days.

Should the school librarian violate the contract agreement with the SEO Consortium, any punitive actions the SEO Consortium deems necessary will occur only with the independent library that has broken the contract and not with the other independent libraries subcontracted with PCDL or with PCDL itself. The SEO Consortium will contact the librarian's supervisor and inform that person the reason for punitive action.



It is understood that if any party wants to terminate participation a three month notification will be given. Should an Independent library wish to terminate this contract, arrangements for transference of bibliographic records in the catalog, and the cost for transferring the bibliographic records will be made by the independent library.

Eaton Community Schools

BY: \_\_\_\_\_ (Date \_\_\_\_\_)

ITS: \_\_\_\_\_

Preble County District Library

BY: \_\_\_\_\_ (Date \_\_\_\_\_)

ITS: \_\_\_\_\_

**EXHIBIT I**  
**SCHEDULE OF SOFTWARE SERVICES FOR**  
**FISCAL YEAR 20 21- 2022**

Attachment L

This Exhibit is hereby made a part of the Contract for Services by and between **Eaton Community SD** and SWOCA. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Contract, unless otherwise stated below.

**Number Served represents the student count from EMIS Period S, Beginning of Year Student Count (Dec. 2020)**

SOFTWARE SERVICES PROVIDED	RATE	NUMBER SERVED	ANNUAL CHARGE	BILLING CYCLE
<b>BASIC FISCAL SERVICES</b>				
Fiscal Services - State Software (min. \$2355/yr.)	\$3.80	2,151	\$8,173.80	quarterly
Infrastructure Maintenance Fee (min. \$400/yr.)	\$0.75	2,151	\$1,613.25	quarterly
<b>STUDENT RELATED SERVICES</b>				
ProgressBook DASUSI (min. \$4500/yr.)	\$6.50	2,151	\$13,981.50	quarterly
GradeBook (min \$3,000)	\$3.80	2,151	\$8,173.80	quarterly
EMIS (min. \$1750/yr)	\$1.00	2,151	\$2,151.00	quarterly
IEP Anywhere Plus (min \$2,150/yr.)	\$1.75	2,151	\$3,764.25	quarterly
aSc Scheduler per Building (billed 4th quarter)	\$620.00	1	\$620.00	annually
<b>CONTRACTED STAFF SERVICES</b>				
IT Specialist II -S. Woods	\$70,567.97	/year	\$70,567.97	quarterly

---

**Total Annual Software Fees: \$109,045.57**

• This Exhibit represents an estimate of costs based upon current student enrollment and services used. The fees are based on the current SWOCA Fee Schedule, which is subject to annual approval by the SWOCA Executive Committee.

Questions about this Exhibit? Email [finance@swoca.net](mailto:finance@swoca.net)

**EXHIBIT II**  
**SCHEDULE OF TECHNOLOGY SERVICES FOR**  
**FISCAL YEAR 2021 - 2022**

This Exhibit is hereby made a part of the Contract for Services by and between **Eaton CSD** and SWOCA.  
Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Contract, unless otherwise stated below. Some items on this schedule are based on usage or storage and may vary during the fiscal year (i.e. hosting services).

TECHNOLOGY SERVICES PROVIDED	RATE	NUMBER SERVED	ANNUAL CHARGE	BILLING CYCLE
<b>INTERNET/CONNECTIVITY SERVICES</b>				
<i>Flat-rate Services - Pre Discount</i>				
Basic Internet Access/Connectivity/Fiber IRU	per contract		\$ 50,640.00	quarterly
<i>Flat-rate Services - Pre Discount</i>				
<b>MANAGED NETWORK SERVICES</b>	per contract		\$ 92,151.24	quarterly
<i>Flat-rate Services - Pre Discount</i>				
<b>MANAGED WIRELESS SERVICES</b>	per contract		\$ 24,977.40	quarterly
<b>VOICE OVER IP SERVICES</b>	per contract		\$ 121,178.23	quarterly
<b>TECHNICAL SERVICES</b>				
Email Archiving	\$10.00	269	\$ 2,690.00	annually
Virtual Server Hosting	per contract		\$ 9,996.00	quarterly
Managed Backup Services	per contract		\$ 6,552.00	quarterly
<b>EQUIPMENT MAINTENANCE</b>				
See Attachment A for details			\$	quarterly
<b>TOTAL TECHNOLOGY SERVICES FEES:</b>			<b>\$ 308,184.87</b>	

Questions about this Exhibit? Email [finance@swoca.net](mailto:finance@swoca.net)

**AGREEMENT BETWEEN  
EATON COMMUNITY SCHOOLS  
AND  
BUTLER COUNTY EDUCATIONAL SERVICE CENTER,  
FOR  
SUCCESS PROGRAM**

The Butler County Educational Service Center (BCESC) and Eaton Community Schools (ECS) within Preble County will jointly provide services to students and families in need under the following conditions:

1. BCESC and ECS agree to collaborative operation and delivery of services to children in ECS.
2. The BCESC will supervise the delivery of Success Program services to children and their families. The BCESC will oversee the supervision/evaluation of BCESC staff (with input from ECS) and will oversee the communication among partnering agencies.
3. The BCESC will provide 1.5 Community School Liaisons and one .5 Supervisor and related supervision, consultation, training, laptop computer, travel and cell phone.
4. ECS will provide a private place for staff to work, internet access and networking at each school served, ECS email account, access to information for students online, and printing/copying capability.
5. ECS will be billed \$41,748 for 1.5 Community School Liaisons and Supervision Fees (in 2 equal installments) in December, 2021 and April, 2022 by the BCESC.

This agreement will be in effect from August 1, 2021-July 31, 2022.

Both parties agree to resolve disputes over obligations set forth in this agreement as reasonably as possible. However, this agreement or parts of this agreement can be terminated by either party for cause provided that either party provide written notice to the other party of the defaults that are claimed to have occurred and give the party ten (10) days within which to cure such defaults. In the event that the defaults are not cured, notice in writing will be given to the defaulting party and this agreement will terminate within thirty (30) days of such notice.

Administration coordination for this agreement will be the responsibility of designated individuals of ECS and the BCESC. These individuals will be responsible for the implementation and monitoring of this contract and will meet regularly to review the progress of the agreement.

\_\_\_\_\_  
Board President, Butler County ESC

date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Butler County ESC

date \_\_\_\_\_

\_\_\_\_\_  
Board President, Eaton Community Schools

date \_\_\_\_\_

\_\_\_\_\_  
Eaton Community Schools 

date \_\_\_\_\_

## SERVICE AGREEMENT

2021-2022 School Year

### Eaton Community School District

This AGREEMENT shall serve as a contract between the Eaton Community School District ("District") and the Montgomery County Educational Service Center ("Montgomery County ESC") beginning on July 1, 2021 and ending on June 30, 2022. Services will be provided and billed for the 2021-2022 school year.

### 1. SERVICES

- a. The Montgomery County ESC shall provide the following services to the District including but not limited to:

Physical Therapy Services	Adapted Physical Education Services
School Psychology Services	Autism Instruction
Speech Therapy Services	Gifted Instruction
Attendance Officer Services	Gifted Supervision
Audiology Services	Interpreter Services
Literacy Coordinator Services	ED Instruction
One-to-One/Billable Aide Services	MD Instruction
Vision Intervention Services	Nursing Services
Hearing Intervention Services	Occupational Therapy Services
Orientation & Mobility Services	Preschool Instruction
Special Education Supervision	Mental Health Services
Curriculum Supervision	Home Instruction
Day Treatment	Assessment Services
Remote Learning Center	SEL Consultant Services

### 2. COMPLIANCE

- a. Instructional Programs and Related Services shall be rendered in compliance with law, and in accordance with acceptable standards and caseload.

### 3. COMPENSATION

- a. Based on the estimated cost of the services provided by the Montgomery County ESC, as provided above, the District agrees to pay the Montgomery County ESC the amount of **\$88,659.90** pursuant to R.C. 3313.845 or applicable law. Both the District and the Montgomery County ESC understand and agree that this amount is based on estimated costs only and shall be modified pursuant to Section 3(c) of this Agreement.
- b. The District agrees to make payment in the amount listed in Section 3(a) to the Montgomery County ESC by having this amount deducted from the District's state foundation payments and paid instead to the Montgomery County ESC by approving the Contract pursuant to O.R.C. 3317.11 (D) through the Ohio Department of Education.

c. Reconciliation of actual costs for said services to funds received shall be made at the end of the fiscal year, and any amount due from the District or refundable to the District shall be paid directly at the close of the fiscal year.

**4. LICENSURE/CERTIFICATION**

The Montgomery County ESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the Montgomery County ESC for inspection, upon request, by the District.

**5. CRIMINAL RECORDS CHECKS ON EMPLOYEES**

The Montgomery County ESC will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied.

**6. EVALUATIONS**

The Board agrees that it shall be responsible for conducting evaluations of Montgomery County ESC personnel assigned to the District as required by R.C. 3319.01, 3319.02, 3319.11, 3319.111, or any other applicable provision of the Ohio Revised Code.

**7. UNEMPLOYMENT**

The District agrees to pay, for any programs or services in which it has elected to participate, the pro-rata share of any unemployment benefits which may become payable due to the cancellation of the service or program.

**8. FORCE MAJEURE**

Neither the District nor Montgomery County ESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

**9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

**10. AMENDMENT**

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the District and/or Montgomery County ESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the District and Montgomery County ESC.

**11. WAIVER OF BREACH**



The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

**12. BINDING EFFECT**

This Agreement shall not be binding until adopted by the Board and Montgomery County ESC in public session and executed by the parties.

**13. MEDICAID SCHOOL PROGRAM**

With regard to any therapy services provided by the ESC pursuant to this Agreement, the ESC (1) will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

*Please sign both copies and return one copy of this agreement to the Treasurer, Montgomery County Educational Service Center.*

**For Eaton Community Schools:**

_____ Superintendent's Signature	_____ Date	_____ Treasurer's Signature	_____ Date
-------------------------------------	---------------	--------------------------------	---------------

**For Montgomery County ESC:**

_____ Superintendent's Signature	_____ Date	_____ Treasurer's Signature	_____ Date
-------------------------------------	---------------	--------------------------------	---------------

## EATON COMMUNITY SCBOOIS

### FY22 Foundation Summary

Program	Rate	Unit	Current 2020-2021	Requested 2021-2022	Estimated Foundation FY 22
Assessment	5.99	ADM	1,911.00	1,902.00	11,392.98
Autism	3.96	ADM	1,911.00	1,902.00	7,531.92
Emotionally Disabled	312.00	ADM	-	-	-
Multiple Disabilities	312.00	ADM	-	-	-
YPH - Education	150.00	ADM	-	-	-
Day Treatment	330.00	ADM	-	-	-
Special Education Preschool	319.00	ADM	-	-	-
Remote Learning Center	3,000.00	ADM	-	-	-
Data Analyst	645.00	DAY	-	-	-
Special Education Supervision	752.00	DAY	-	-	-
Speech Supervision	618.00	DAY	-	-	-
Curriculum Supervision	650.00	DAY	-	-	-
Gifted Service	675.00	DAY	25.00	40.00	27,000.00
Gifted Supervision	-	FTE	-	-	-
Hearing/ Audiology	3,885.00	FTE	0.150	0.15	23,310.00
Low Vision/ Orientation & Mobility	3,885.00	FTE	0.125	0.13	19,425.00
School Psychologist	132,870.00	FTE	-	-	-
Speech Therapy	116,426.00	FTE	-	-	-
Attendance Officer	133,241.00	FTE	-	-	-
Occupational Therapy	6,218.55	FTE	1.90	-	-
Physical Therapy	6,793.5	FTE	0.55	-	-
One-On-One Assistant	46,350.00	FTE	-	-	-
SEL Consultant	111,231.25	FTE	-	-	-
Interpreter Service	60,215.0	FTE	-	-	-
Human Resource Supervision	725.00	FTE	-	-	-
Technology Support	74,000.00	FTE	-	-	-
Adaptive Physical Education	87,875.0	FTE	-	-	-
Academic Coaching/ AIM Coordinator		FTE	-	-	-
Health Care Aides		FTE	-	-	-
CCIP - Federal Grants Management		FLAT RATE	-	-	-
Home Instruction	75.00	HOURLY	-	-	-
GRAND TOTALS					\$88,659.90