

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary**  
**January 9, 2023**  
**Immediately following the Organizational Meeting**

**I. Opening of the Meeting**

**A. Call to order** – President

**B. Roll Call**

E. Beeghly \_\_\_\_\_ B. Deacon \_\_\_\_\_ B. Myers \_\_\_\_\_ L. Noble \_\_\_\_\_ T. Parks \_\_\_\_\_

**C. Pledge of Allegiance**

**D. Recognition of Visitors**

The Eaton Board of Education and Administration would like to recognize the Preble County Success Liaisons for their outstanding achievement of receiving the J. Thomas Mullen Achievement Award.

1. Allie Shafer
2. Heather Ludy

**E. Public Hearing on the 2024-2025 School Calendar**

Pursuant to Ohio Revised Code 3313.48(B), the Board of Education shall hold a public hearing on the school calendar, addressing topics that include, but are not limited to, the total number of hours in a school year, length of school day, and beginning and end dates of instruction, (Attachment A).

At this time the Board will entertain any comments from the public.

**F. Executive Session (if necessary)**

To consider \_\_\_\_\_

The following individuals are invited to attend: \_\_\_\_\_

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to convene executive session.

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_

President convenes executive session at \_\_\_\_\_ p.m.

President resumes open session at \_\_\_\_\_ 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 December 5, 2022 Regular Board Meeting.
2. Submission of Warrants November 2022.
3. Submission of Financial Report November 2022.
4. Submission of Investment Report November 2022.
5. Submission of Warrants December 2022.
6. Submission of Financial Report December 2022.
7. Submission of Investment Report December 2022.
8. Approve FY2023 Appropriation Modification.
9. Approve membership and the electronic issues, only subscriptions, with OSBA for 2023. (Attachment B).
10. Recommend moving Katherine Rosales to Bachelor's 150 on the pay scale retroactively to December 8, 2022.
11. Recommend moving Nathan Islamovsky to Masters on the pay scale retroactively to January 4, 2023.

Motion by \_\_\_\_\_, second by \_\_\_\_\_

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_.

## **III. Reports**

- A. Miami Valley Career Technology Center Report – Terry Parks**
- B. Parks and Recreation Board Report – Ben Myers**
- C. Superintendent Report – Jeff Parker**
- D. Other Reports**

## **IV. Old Business**

## **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 J 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. Employment Non-Certificated Substitutes**

The Administration recommends the employment of the following personnel for the 2022-2023 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. Erin Blevins, substitute custodian

#### **B. Create and Post Classified Position**

The Administration recommends approval to create and post the following classified position for the 2022-2023 school year. Salary and benefits to be paid in accordance with board policy and negotiated agreement.

1. Educational Aide

#### **C. Employment – Pre-Apprenticeship/Internship**

The Administration recommends the employment of the following individual for a Pre-Apprenticeship/Internship for the 2022-2023 school year, effective the day after board approval unless otherwise noted, at a rate of \$15.00 per hour with a \$1.00 increase after satisfactory completion of the first quarter worked. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements.

1. Jack Eversole, Mechanic Helper

#### **D. Settlement Agreement and Waiver and Release**

The Administration recommends approval of the Settlement Agreement and Waiver and Release with Kristin Schamel entered into on December 16, 2022, (Attachment C).

#### **E. Employment – Certificated Staff – Substitute Teacher/Tutor as Certified by Eaton Community Schools and/or the Preble County Educational Service Center**

The Administration recommends approval of the following substitute teacher/home instruction tutor for the 2022-2023 school year, as certified by the Preble County Educational Service Center. Employment contingent upon meeting all local requirements for any provisional licensed persons listed.

1. Madison Blair
2. Deborah Bradley, retroactive to December 7, 2022.
3. Ambrea Brady, retroactive to December 16, 2022.
4. Rose Curry, retroactive to January 4, 2023.
5. Dylan Finkbine, retroactive to January 4, 2023.
6. Jennifer Hodgins, retroactive to December 16, 2022.
7. Logan Hollon, retroactive to December 12, 2022.
8. TaeLea Jones, retroactive to January 4, 2023.
9. Krysten Mikesell, retroactive to December 16, 2022.
10. Kevin Montgomery, retroactive to January 4, 2023.

**F. Employment – Certified Staff – Home Instruction/After School Tutors**

The Administration recommends approval of the following home instruction/after school tutors for the 2022-2023 school year. Employment contingent upon meeting all local requirements for any provisional licensed persons listed.

1. Joseph Askins, retroactive to December 1, 2022.
2. Cynthia Fidler, retroactive to December 12, 2022.
3. Kimberly Holland, retroactive to December 12, 2022.
4. Karen Neace, retroactive to December 12, 2022.

**G. Employment – Certificated Staff Supplemental Contracts**

The Administration recommends the following supplemental contracts for the 2022-2023 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Tim Holland, Assistant Track – Middle School

**H. 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, has applied for, been offered, or accepted the position. The Administration recommends the employment of these nominees on one-year limited contract for the 2022-2023 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. Nathan Clark, Track Program Assistant – High School

**I. 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 qualification, 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 this nominee on a one-year limited contract for the 2022-2023 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. Taylor Fletcher, Track Program Assistant – Middle School
2. Glen Mabry, Track Program Assistant – High School
3. Mark Silvers, Track Program Assistant – High School

#### **J. Volunteers**

The Administration recommends approval of the following volunteers for the 2022-2023 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Brad Kramer, Volunteer - Track Program
2. Scott Lammers, Volunteer – Softball Program
3. Robbie Sams, Volunteer – Baseball Program
4. Dorothy Stoltz, Volunteer – Track Program

Motion by \_\_\_\_\_ second by \_\_\_\_\_

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_.

#### ***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 K through O 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.

#### **K. Overnight Student Travel**

The Administration recommends the approval, retroactively, of the following overnight student travel.

1. Eaton Girls Wrestling Team and Coaches to Lewis Center, OH for the Pioneer Classic Girls Wrestling Tournament on January 6, 2023 to January 7, 2023.

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

The Administration recommends approval of the contract with Butler County Educational Service Center, retroactive to August 1, 2022, for services for the 2022-2023 school year, (Attachment D).

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

The Administration recommends approval of the contract with Montgomery County Educational Service Center for services, retroactive to August 1, 2022, for the 2022-2023 school year, (Attachment E).

**N. Agreement with the Preble County General Health District**

The Administration recommends approval of the contract with the Preble County General Health District to provide immunization services effective January 1, 2023 through December 31, 2023. Services performed by the Preble County Health District include Hepatitis B Immunization at a rate of \$78.00 per dose, Administration fee 1<sup>st</sup> vaccine at \$25 per visit, and TB Skin Test at \$15.00 per test.

**O. Obsolete Items**

The Administration recommends approval to declare certain items of no value as obsolete and to dispose of them accordingly.

1. Film strip projector, High School, tag #02340
2. Film strip projector, High School, tag #02342
3. Film strip projector, High School, tag #02395
4. Film strip projector, High School, tag #02341
5. Film strip projector, High School, tag #01690
6. Film strip projector, High School, tag #01729
7. Film strip projector, High School, tag #01730
8. Cassette tape recorder, High School, tag #10215
9. Cassette tape recorder, High School, tag #02365
10. Cassette tape recorder, High School, tag #10122
11. Cassette tape recorder, High School, tag #10123
12. Cassette tape recorder, High School, tag #10121
13. Cassette tape recorder, High School, tag #011927
14. Cassette tape recorder, High School, tag #01757
15. Cassette tape recorder, High School, tag #02345
16. Cassette tape recorder, High School, tag #02335
17. Cassette tape recorder, High School, tag #09295
18. Cassette tape recorder, High School, tag #11623
19. Cassette tape recorder, High School, tag #02398
20. VCR, High School, tag #08456
21. VCR, High School, tag #10543
22. VCR, High School, tag #011207
23. Typewriter, High School, tag #09297
24. Headphones, set of 7, High School, tag #10693
25. Headphones, set of 8, High School, tag #01702
26. Smartboard, High School, tag #012366
27. Smartboard, High School, tag #012373

28. Smartboard Trolley, High School
29. (3) Round film projector trays, High School
30. Sharp Copier, High School, s/n 92118890
31. Mark II Listening Center, set of 8, headphones, High School
32. (3) Gaylord containers of miscellaneous out of date items, Monitors, projectors, VCR, printers overhead projectors, etc.
33. (200) Miscellaneous paperback novels from Language Arts, Middle School

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_.

#### **P. Executive Session (if necessary)**

To consider/discuss: \_\_\_\_\_.

The following individuals are invited to attend: \_\_\_\_\_

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to convene executive session.

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_

President convenes executive session at \_\_\_\_\_ p.m.

President resumes open session at \_\_\_\_\_ p.m.

## **VI. Adjournment**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_  
\_\_\_\_\_, to adjourn the meeting.

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_

President adjourns meeting at \_\_\_\_\_ p.m.

**Upcoming Meeting**

Meeting: Regular Board Meeting  
Date/Time: February 13, 2023 – 6:00 p.m.  
Location: East Elementary School



# Eaton Community Schools-Proposed Draft 2024-2025 School Calendar

## ATTACHMENT A

### Summary of Hours in Classroom:

The State minimum instructional hours are 1001 for High School programs and 910 for Elementary programs. ECS Hours are as follows:  
174 student days + 2 P/T Days + 2 PD Days = 178

East & Bruce Elementary	1,068 hours
Middle & High School	1112.5 hours

### Summary of Hours in Classroom (Elementary @ 6 hours/day):

#### Grading Periods (hours/days)

1 <sup>st</sup> Quarter (Aug. 21 – Oct. xx)	xxx / xx
2 <sup>nd</sup> Quarter (Oct. xx – Dec. xx)	xxx / xx
3 <sup>rd</sup> Quarter (Jan. 4 – March 10)	xxx / xx
4 <sup>th</sup> Quarter (March 13 – May 25)	xxx / xx

### Summary of Hours in Classroom (MS & HS @ 6.25 hours/day):

#### Grading Periods (hours)

1 <sup>st</sup> Quarter (Aug. 21 – Oct. xx)	xxx / xx
2 <sup>nd</sup> Quarter (Oct. xx – Jan. xx)	xxx / xx
3 <sup>rd</sup> Quarter (Jan. xx – March xx)	xxx / xx
4 <sup>th</sup> Quarter (March xx – May 30)	xxx / xx

### CALENDAR LEGEND

Start/End Days	
End Quarter Grades K-5	
End Quarter Grades 6-12	
P/T Conferences	
Prof Development/No School	
No School/Holiday	
Interim/Grades Issued	

### NON-STUDENT DAYS

Labor Day	9/2
Staff Prof. Dev.	xx
Columbus Day	10/14
Staff Prof. Day	10/15
Veterans Day	11/8
Thanksgiving Break	11/27 – 11/29
Winter Break	12/23 – 1/3
MLK Jr. Day	1/20
Staff Prof. Dev.	xx
Conference Make-up	2/14
President's Day	2/17
Staff Prof. Dev.	xx
Spring Break	3/31-4/4
Staff Prof Dev	4/18
Memorial Day	5/26

### Calamity Make-up Days

- Calamity Days 1-5 – Students will not make-up.
- Calamity Days 6-8 – eDay Lessons.
- Any additional calamity days beyond 8 will be made up as needed.

August 2024	
Aug 19	Teacher Work Day / Open House
Aug 20	No School for Students – Staff Prof Dev Day
Aug 21	First Day for Students
September 2024	
Sept. 2	No School – Labor Day
Sept. xx	Interim Reports Issued
Sept. 23	No School for Students – Staff Prof. Dev. Day
October 2024	
Oct. 14	No School – Columbus Day
Oct. 15	No School for Students – Staff Prof. Dev. Day
Oct. xx	End 1 <sup>st</sup> Quarter All Grades
Oct. xx	Grade Cards Issued All Grades
November 2024	
Nov. 7	Parent/Teacher Conferences
Nov. 8	No School – Veterans Day/ PT Conference Make-up Day
Nov. xx	Interim Reports Issued All Grades
Nov. 27-29	Thanksgiving Break
December 2024	
Dec. xx	End 2 <sup>nd</sup> Qtr./1 <sup>st</sup> Semester Grades K-5
Dec. 23-31	No School – Winter Break
January 2025	
Jan. 1-3	No School Winter Break
Jan. 6	Classes Resume
Jan. xx	Grade Cards Issued K-5
Jan. xx	End 2 <sup>nd</sup> Qtr./1 <sup>st</sup> Semester Grade 6-12
Jan. 20	No School – MLK Jr. Day
Jan. xx	Grade Cards Issued 6-12
Jan. xx	No School for Students – Staff Prof. Dev. Day
February 2025	
Feb. xx	Interim Reports Issued K-5
Feb. xx	Interim Reports Issued 6-12
Feb. 13	Parent/Teacher Conferences
Feb. 14	No School - Conf. Make Up Day
Feb. 17	No School – Presidents' Day
March 2025	
March xx	End 3 <sup>rd</sup> Qtr. Grades K-5
March xx	End 3 <sup>rd</sup> Qtr. Grades 6-12/ Grade Cards Issued K-5
March 21	No School for Students – Staff Prof. Development Day
March xx	Grade Cards Issued 6-12
March 31	No School – Spring Break
April 2025	
April 1-4	No School – Spring Break
April 18	No School for Students – Staff Prof. Development Day
April xx	Interim Reports Issued All Grades
May 2025	
May 26	Memorial Day
May 30	Last Day for Students (End 4 <sup>th</sup> Quarter/2 <sup>nd</sup> Semester) All Grades
June 2025	
June 2	Teacher Work Day-Last Day for Staff
June xx	Grade Cards Issued All Grades
June xx	Graduation

August 2024				
M	T	W	T	F
12	13	14	15	16
17	18	19	20	21
22	23	24	25	26
27	28	29	30	
September 2024				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30
October 2024				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
November 2024				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
December 2024				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
January 2025				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
February 2025				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
March 2025				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
April 2025				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
May 2025				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
June 2025				
2	3	4	5	6





**Ohio School Boards Association**  
8050 N. High Street, Suite 100  
Columbus, Ohio 43235-6481  
(614) 540-4000

ATTACHMENT B

Invoice No. P5251

**QUESTIONS?**  
Business and Finance Division  
(614) 540-4000

1/1/2023

AMOUNT DUE

District Treasurer  
Eaton Community  
304 Eaton Lewisburg Rd  
Eaton, OH 45320-1105

AMOUNT ENCLOSED

DUE DATE 1/31/2023

OSBA's tax identification number is 31-4414897

PO Number	DESCRIPTION	AMOUNT
	<b>ANNUAL MEMBERSHIP DUES</b> (Acct. 001-2310-841) January -- December 2023: Dues are based on your district's ADM and cost per pupil data from the Ohio Department of Education for the 2020-2021 school year. Any increase or decrease in dues from the previous year is caused by a change in your district's ADM and/or cost per pupil. A portion of your annual membership dues will be used to pay actual and necessary registration fees and travel expenses, for OSBA trustees, committee members and other district representatives who represent the Association or its member districts at annual conferences of OSBA or any association of school board associations, state or national advocacy or leadership events, or other conferences, seminars, meetings and similar events at the regional, state and national level.	\$6,453
	<b>INDICATE YOUR SUBSCRIPTION CHOICES BELOW. Select only ONE option per subscription.</b> (Please add any of the below subscription fees to your membership dues for the final invoice amount.)	
<input type="checkbox"/>	<b>BRIEFCASE: OPTION 1 - Email Delivery Only</b> (Acct. 001-2310-542) Unlimited number of recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment. All recipients must receive Briefcase electronically to qualify.	FREE
<input type="checkbox"/>	<b>BRIEFCASE: OPTION 2 - Email and Paper Delivery</b> (Acct. 001-2310-542) Up to 15 recipients may receive paper copies via mail; unlimited recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment.	\$155
<input type="checkbox"/>	<b>SCHOOL MANAGEMENT NEWS: OPTION 1 - Email Delivery Only</b> (Acct. 001-2412-542) Unlimited number of recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment. All recipients must receive SMN electronically to qualify.	\$150
<input type="checkbox"/>	<b>SCHOOL MANAGEMENT NEWS: OPTION 2 - Email and Paper Delivery</b> (Acct. 001-2412-542) Up to 15 recipients may receive paper copies via mail; unlimited recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment.	\$210

OSBA leads the way to educational excellence by serving Ohio's public school board members and the diverse districts they represent through superior service, unwavering advocacy and creative solutions.

**SETTLEMENT AGREEMENT AND WAIVER AND RELEASE**

This Settlement Agreement and Waiver and Release (the "Agreement") is entered into and made effective as of the 15th day of December, 2022 (the "Effective Date") between Eaton Community Schools and Kristin Schamel (collectively referred to as the "Parties"). As used herein, the term "Eaton Community Schools" shall also include their respective predecessors in interest, successors, affiliates, officers, directors, shareholders, members, agents, attorneys, and employees.

WHEREAS, the Parties have become aware of a clerical oversight resulting in the overpayment of Ms. Schamel, for her duties as Yearbook Advisor for the 2021-2022 school year, in the amount of \$1,022.00;

WHEREAS, this dispute has the potential for litigation and Eaton Community Schools wishes to avoid litigation with its employee;

WHEREAS, the Parties desire to resolve and agree to settle all disputes between Eaton Community Schools and Ms. Schamel related to overpayment of Ms. Schamel for her duties as Yearbook Advisor for the 2021-2022 school year;

NOW, THEREFORE, Eaton Community Schools agrees not to further pursue the recollection of the overpayment made to Ms. Schamel, for the consideration of Ms. Schamel's acceptance of the \$1,022 overpayment, receipt of which is hereby acknowledged and agreed upon.

Ms. Schamel hereby releases, acquits and forever discharges Eaton Community Schools (as defined in this Agreement) from any claim, demand, cause of action, loss or liability, of whatever type, arising out of or in any way related to the overpayment of Ms. Schamel for her duties as Yearbook Advisor for the 2021-2022 school year.

The Parties acknowledge that they have read this Agreement and they fully know, understand, and appreciate its contents, and that they sign this Agreement voluntarily and of their own free will.

**KRISTIN SCHAMEL**

By: Kristin Schamel

Its: Teacher

Date: 12/15/22

**EATON COMMUNITY SCHOOLS**

By: Lisa J. Noble

Its: Board President

Date: 12/15/22

**ADDENDUM TO THE 2022-2023 EATON COMMUNITY SCHOOL PRESCHOOL CONTRACT  
THROUGH THE PARTNERSHIP WITH  
BUTLER COUNTY EDUCATIONAL SERVICE CENTER**

This Addendum is for an additional (2) two Instructional Aides that will support the Eaton preschools classrooms that is run by the Butler County Educational Service Center.

**BCESC CONTRACT PROCEDURES:**

1. Butler County Educational Service Center is required to provide services delineated in the Agreement pursuant to the Ohio Revised Code § 3313.845
2. The cost of 2.0 FTE Instructional Aides is \$64,955.21. These positions will be prorated for Fiscal year 2023. That amount will be sent in an excel document which is attached.
3. The billing will be billed once the Addendum has been executed and the actual cost have been projected.

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Chris Brown, BCESC Superintendent

\_\_\_\_\_  
District Treasurer

\_\_\_\_\_  
Kenneth F. Ulm, BCESC Treasurer

**SERVICE AGREEMENT****ATTACHMENT E**

2022-2023 School Year

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, 2022 and ending on June 30, 2023. Services will be provided and billed for the 2022-2023 school year.

**1. SERVICES**

- a. The Montgomery County ESC shall provide the following services to the District:

One on One Aide

**2. COMPLIANCE**

- a. Instructional Programs and Related Services shall be rendered in compliance with law, and in accordance with acceptable standards and caseload.
- b. The parties shall cooperate in order to facilitate the success of the students served by the District and Montgomery County ESC, and, in particular, the District agrees to cooperate with Montgomery County ESC in the performance of Montgomery County ESC's duties and obligations hereunder.

**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 \$47,741.00 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. The Montgomery County ESC will provide the District with an invoice for services hereunder on a quarterly basis. Payment is due within 30 days of the District's receipt of each invoice.
- c. Reconciliation of actual costs for said services shall be made at the end of the fiscal year with the final bill representing the actual/adjusted bill for services.

**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. MANNER OF PROVIDING SERVICES**

In performing the Services, the Montgomery County ESC at all times shall exercise independent professional judgment and shall determine the manner by which the Services are to be rendered. Except as otherwise agreed by the parties, the individuals performing Services pursuant to this Agreement will at all times remain employees or contractors of the Montgomery County ESC and Montgomery County ESC shall be solely responsible for all payroll functions, including retirement system contributions and all other legal withholding and/or payroll taxes, with respect to its employees. Unless otherwise agreed by the parties, Montgomery County ESC will be responsible for the training and direct supervision of its employees when they are providing Services to the District. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of

200 South Keowee Street | Dayton, Ohio 45402

f @MontgomeryCountyESC | t @MCESC



Montgomery County ESC. At the discretion of Montgomery County ESC, personnel who are assigned by Montgomery County ESC to provide Services may also be assigned to provide services unrelated to the District (i.e., such personnel need not be exclusively assigned by Montgomery County ESC to provide Services hereunder).

**6. 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.

**7. 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.

**8. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS**

- a. The District and Montgomery County ESC acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the District and Montgomery County ESC agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.
- c. The parties acknowledge that under the terms of this Agreement they may be exchanging personally identifiable student information. Each party agrees that it shall not, and shall ensure that its respective employees, contractors, subcontractors, representatives or agents do not, access, use or disseminate any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of those laws or other law applicable to Montgomery County ESC or the District with respect to such information. Each party shall ensure that its respective employees, contractors, subcontractors, representatives or agents who are provided with access to personally identifiable student information will be trained in FERPA requirements and their duties to handle such information in compliance with those requirements.

**9. 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.

**10. 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.

**11. 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.

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**12. 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.

**13. 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.

**14. 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.

**15. MEDICAID SCHOOL PROGRAM**

With regard to any therapy services provided by the Montgomery County ESC pursuant to this Agreement, the Montgomery County 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 and return this agreement to the Treasurer, Montgomery County Educational Service Center.*

**For Eaton Community School District:**

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer's Signature

\_\_\_\_\_  
Date

**For Montgomery County ESC:**

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer's Signature

\_\_\_\_\_  
Date