

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
December 14, 2015
6:00 p.m.

I. Opening of the Meeting

A. Call to Order – President

B. Roll Call – President

Cooper Y Noble Y Renner Y Shepherd Y Parks Y

C. Pledge of Allegiance

D1. Resignation of Board Member

Accept the following resignation

1. Joe Renner, Board of Education member, resignation effective December 1, 2015.

Motion by Mr. Shepherd , second by Mr. Parks to approve
agenda Item I. D1

Cooper Y Parks Y Shepherd Y Noble Y

President declares motion Passed

#1516-131

D2. Appointment of New Board Member

Motion by Mr. Parks , seconded by Mr. Cooper to appoint Brian Pool, to
replace Joe Renner on the Eaton Community School District's Board of
Education fulfilling Mr. Renner's term expiring December 1, 2015.

Cooper Y Parks Y Shepherd Y Noble Y

President declares motion Passed

#1516-132

D3. Oath of Office for Newly Appointed Board Member

The Treasurer shall administer the oath of office to the newly appointed board
member, Brian Pool, and note in the minutes that the oath was taken.

E. Recognition of Students

1. The Eaton Board of Education and Administration wishes to recognize the Eaton High School FFA Job Interview Contest participants, and commend them on their outstanding representation of Eaton Community Schools.

Furthermore, the Board and Administration wishes to recognize Katelyn Niehaus for finishing 1st in the District 5 Job Interview Contest and placing 5th in the State Job Interview Competition.

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

Furthermore, the Board and Administration wishes to recognize the following students for their athletic achievements.

Whereas the Board and Administration wishes to congratulate Seth Gard for qualifying for OHSAA State Cross Country Meet.

Whereas the Board and Administration wishes to congratulate the Girls Varsity Volleyball Team as the 2015 SWBL Southwest Division Co-Champions and OHSAA Regional Tournament Qualifiers:

Breonna Gayhart
Aubrey Stevenson
Brandi Sittloh
Jackie McCafferty
Maley Tinstman
Meghan Puckett
Allison Collins
Becca Mowen

Emma McKinney
Stacia Weathington
Julia Titus
Courtney Giffen
Annika Gels
Brittany George
Ariel Richardson

Congratulations!

F. Recognition of Visitors

1. Heidi Bortell, Preble Trails Chair, along with Mike Sanders, Preble Trails co-chair, to discuss Preble Trails Safe Routes to School program.
2. Mr. Parks had some questions and concerns about sidewalks being cleared for children walking to school. Mr. Pool also discussed bridges not being cleared of snow.
3. Dr. Curry met with Heidi Bortell and is looking forward to collaborating with Preble Trails Safe Routes.

G. Public Hearing on the 2016-2017 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.

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

No comments from the public.

H. Executive Session (if necessary)

No Session.

J. Other Opening Business

1. Discussion of the disposition of the district property located at Park Avenue.

II. Treasurer's Business – Priscilla Dodson

A. The Treasurer recommends approval of the following:

1. Approve minutes of the November 2, 2015 Regular Board Meeting.
2. Approve minutes of the November 23, 2015 Special Board Meeting.
3. Submission of Warrants November 2015.
4. Submission of Financial Report November 2015.
5. Submission of Investment Report November 2015.
6. Approve FY16 Supplemental Appropriations.
7. Approve Revised FY16 Five Year Forecast.
8. Approve transfer from 001-0000 General Fund to 001-9164 HB#264 QSCB \$135,000.00 principal and \$119,000.00 interest total \$254,000.00 retroactive to November.
9. Approve Now and Then purchase order payment for \$3,624.50 Federal Fund 506-9915.
10. Approve Now and Then purchase order for Band in the amount of \$3,705.14 for FY14.
11. Approve membership and subscriptions with OSBA for 2016 (Attachment A).
12. Approve membership in the OSBA Legal Assistance Fund for 2016 (Attachment B).
13. Approve correction from the September 14, 2015 minutes to reflect the following change. Item II.A.8 approve the advance of \$60,000.00 from 001-0000 General Fund to 006-0000 Food Service.

Motion by Mr. Shepherd, seconded by Mr. Parks, to approve agenda Item II. A.

Discussion: None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-133**

B. Service Agreement with Timeclock Plus

The Treasurer recommends approval of the service agreement with Timeclock Plus for new time clocks, software and annual service (Attachment C).

Motion by Mr. Pool, seconded by Mr. Parks, to approve agenda Item II. B.

Discussion: Mr. Shepherd expressed his concern of the Timeclock Plus system, due to personal reasons.

Rodger Clark made comments in support of the system.

Cooper Y Parks Y Pool Y Shepherd N Noble Y

President declares motion Passed **#1516-134**

III. Reports

A. Miami Valley Career Technology Center Report – Terry Parks discussed Cross County meets.

B. Parks and Recreation Board Report – Keith Shepherd had no report.

C. Superintendent's Report – Dr. Curry discussed the Ohio State Tests from the Ohio Department of Education and career connections. She also spoke of our outstanding musical programs and is excited about the rest of the school year. Dr. Curry thanked all classified staff for all of their help this year.

D. Other Reports – No other reports.

IV. Old Business - None

V. New Business

A. Retirements

The Administration recommends approval of the following retirement.

1. Priscilla Dodson, Treasurer, amend retirement date from January 1, 2016 to December 25, 2015.
2. Marcia Eilerman, Teacher, resignation for the purpose of retirement, effective June 1, 2016.
3. Ray McCampbell, Teacher, resignation for the purpose of retirement, effective January 1, 2016.
4. Carolyn Walker, Clerical Aide, resignation for the purpose of retirement, effective June 1, 2016.
5. Kathy White, Educational Aide, resignation for the purpose of retirement, effective February 16, 2016.

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V.A.

Discussion – Mrs. Noble stated the retirees were dedicated employees and will be missed.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-135**

B. Employment of Interim Treasurer

The Board of Education recommends hiring Rachel Tait on a limited contract as the Interim Treasurer from December 25, 2015 through December 31, 2015.

Motion by Mr. Pool, seconded by Mr. Cooper, to approve agenda Item V.B.

Discussion

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-136**

C. Employment – Certificated Staff – Substitute Teachers/Tutors as certified by the Preble County Educational Service Center

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2015-2016 school year, as certified by the Preble County Educational Service Center.

1. Tora Bristow
2. Darrell Durham
3. Rindy McGuire
4. David Moodie
5. Laura Prigelmeier

Motion by Mr. Cooper, seconded by Mr. Pool, to approve agenda Item V.C.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-137**

D. Employment – Non-certificated Staff – Substitute

The Administration recommends employment of the following substitute for the 2015-2016 school year. Employment contingent upon certification (if necessary), criminal background checks, and all applicable state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

1. Corey Mowen – Substitute Custodian

Motion by Mr. Shepherd, seconded by Mr. Pool, to approve agenda Item V.D.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-138**

E. Approval of Indoor Track and Field Coaches

The Administration recommends approval of the Indoor Track and Field season beginning on December 15, 2015 and concluding on March 6, 2016, and approval of the following employees and volunteers as Indoor Track and Field Coaches per OAT & CCC Indoor Championship requirements.

1. Mark Silvers
2. Corey Zickefoose
3. Dorothy Stoltz

4. Scott Burnett
5. Randy McKinney
6. Kyle George
7. Nick Flynn

Motion by Mr. Pool, seconded by Mr. Cooper, to approve agenda Item V.E.

Discussion – Mr. Parks asked if the above were all volunteers.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-139**

F. Approval of Volunteers

The Administration recommends approval of the following volunteers for the 2015-2016 school year, contingent upon completion of all state and local requirements, including criminal background checks if necessary.

1. Bob Ebright, Volunteer Baseball Coach
2. Sam Stuart, Volunteer Boys and Girls Swimming Coach

Motion by Mr. Shepherd, seconded by Mr. Pool, to approve agenda Item V.F.

Discussion – Mr. Parks was advised we are still working on getting more coaches.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-140**

G. Health and Hardship Leave

The Administration recommends approval of health and hardship leave of absence for Shelbi Nunery, Hearing Interpreter, from January 4, 2016 through February 12, 2016.

Motion by Mr. Cooper, seconded by Mr. Shepherd, to approve agenda Item V.G.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed

#1516-141

H. Exempt Employee Handbooks

The Administration recommends approval of the Salary and Fringe Benefits Handbook for Principals, Directors, Coordinators, and Supervisors and the Salary and Fringe Benefits Handbook for Exempt Employees. Handbooks are available at the Superintendent's Office.

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V.H.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed

#1516-142

I. Board Policy Update

The Administration recommends the second reading and adoption of the following updated board policy.

1. 3220 – Standards-Based Teacher Evaluation (Attachment D).

Motion by Mr. Cooper, seconded by Mr. Pool, to approve agenda Item V.I.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed

#1516-143

J. Memorandum of Understanding

The Administration recommends approval of the following memorandum of understanding for use of facilities and grounds in the event of an emergency, pursuant to state requirements for the school Crisis Management Plan.

1. Memorandum of Understanding between the Eaton Community School District and the Eaton Church of God (Attachment E).

Motion by Mr. Shepherd, seconded by Mr. Pool, to approve agenda Item V.J.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-144**

K. Memorandum of Understanding

The Administration recommends approval of the memorandum of understanding between the Eaton Community Schools and the Eaton School Support Personnel Association for calamity make-up days (Attachment F).

Motion by Mr. Pool, seconded by Mr. Cooper, to approve agenda Item V.K.

Discussion – Mr. Parks asked if the above was approved by employees.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-145**

L. Memorandum of Understanding

The Administration recommends approval of the memorandum of understanding between the Eaton Community Schools and the Eaton School Support Personnel Association for the creation of an additional Registered Nurse (Attachment G).

Motion by Mr. Cooper, seconded by Mr. Pool, to approve agenda Item V.L.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-146**

M. Resolution Approving Payment of College Credit Plus Funds

The Administration recommends approval of a resolution approving payment of college credit plus funds to a limited number of students attending out-of-state colleges

WHEREAS, the Eaton Community Schools Board of Education provides payments for students under the Ohio College Credit Plus program to attend courses at partnering colleges; and

WHEREAS, certain students have taken courses at Indiana University East during the fall semester of the 2015-2016 school year (the “Grandfathered Students”); and

WHEREAS, the Board desires to resolve any issues concerning payments for studies by the Grandfathered Students.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby approves payment of funds for the Grandfathered Students to take classes at Indiana University East during the fall and spring semesters of the 2015-2016 school year. Payments shall be made on the same terms provided for studies by students at other partnering colleges under the College Credit Plus program.

BE IT FURTHER RESOLVED, that no other students than the Grandfathered Students shall be eligible to receive payment for studies at Indiana University East during the 2015-2016 school year. Following the 2015-2016 school year, no student, including any Grandfathered Student, shall be eligible to receive payments or otherwise participate in College Credit Plus at Indiana University East or any other out-of-state college.

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V.M.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed

#1516-147

N. Agreement with Dayton Area School Application System Consortium

The Administration recommends approval of an agreement to participate in the Dayton Area School Application System Consortium coordinated through the Montgomery County Educational Service Center. As a member of this consortium this school district agrees to pay its share of the charges (\$1,000.00) established for the consortium application process for a minimum of one year.

Motion by Mr. Pool, seconded by Mr. Parks, to approve agenda Item V.N.

Discussion

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-148**

O. Agreement with eSpark Learning

The Administration recommends approval for a contract with eSpark Learning to assist teachers at East and Bruce create an environment for differentiation using digital curriculum personalization to the individual student learning needs. The contract will be paid for using grant funds.

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V.O.

Discussion – Mr. Pool made comments regarding eSpark Learning.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-149**

P. Cooperative Agreement Between Preble County Agencies

The Administration recommends approval of the cooperative agreement between Family and Children First Council, Preble County General Health District, Help Me Grow, Butler County ESC, Preble County Head Start, Preble County Local Education Agencies, Preble County ESC, Preble County Board of Developmental Disabilities, Early Intervention Council on Rural Services, Preble County Early Head Start and Preble County Job and Family Services regarding provision of services for children birth through age 5, including children with disabilities enrolled in early childhood programs/services (Attachment H).

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V.P.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-150**

Q. Agreement with the Preble County General Health District

The Administration recommends approval of the contract with the Preble County Health District to provide Immunization services through December 31, 2016. Services performed by the Preble County Health District include Hepatitis B Immunization at a rate of \$38.00 per dose, Administration fee 1st vaccine at \$18.00 per visit, and PPD skin test at \$10.00 per test.

Motion by Mr. Parks, seconded by Mr. Cooper, to approve agenda Item V.Q.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-151**

R. Free Use of Facilities

The Administration recommends approval of the following organization to be approved for free use of facilities.

1. Lady Pride Softball

Motion by Mr. Cooper, seconded by Mr. Parks, to approve agenda Item V.R.

Discussion – Mr. Parks advised they will not have access when school is in use.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-152**

S. Approval of Out-of-State Employee Travel

The Administration recommends approval of out-of-state travel for the following employees.

1. Brad Davis, Scott Burnett, Sam Watson and Nathan Islamovsky, to attend the American Football Coaches Association Annual Convention, San Antonio, Texas, January 11, 2016.

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V.S.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-153**

T. Approval of Out of State Trips

The Administration recommends approval of the following out-of-state trips.

1. Varsity Wrestling team and coaches to attend the Findlay Dual Tournament, Findlay, Ohio, retroactive to December 4, 2015 through December 5, 2015.
2. Varsity Wrestling team and coaches to attend the Alliance Top Gun Invitational, Alliance, Ohio, January 14, 2016 through January 16, 2016.
3. Varsity Competitions Cheerleading and Coaches to attend the National High School Cheerleading Championship, Orlando, Florida, February 5, 2016 through February 8, 2016.
4. 5th grade students and staff to Richmond 40 Bowl, Richmond, Indiana, May 10, 2016.
5. 4th grade students and staff to Richmond 40 Bowl, Richmond, Indiana, May 11, 2016.
6. 3rd grade students and staff to Richmond 40 Bowl, Richmond, Indiana, May 12, 2016.

Motion by Mr. Pool, seconded by Mr. Shepherd, to approve agenda Item V.T.

Discussion – The board discussed retroactive trips and expressed their concern for out of state and overnight trips.

Brian Pool proposed getting approval at the beginning of each season for out of state and overnight trips

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-154**

U. Donations

The Administration recommends acceptance of the following donations:

1. From Kathy McGinnis, clothing to East Elementary Health Clinic.
2. From Walmart, paper to East Elementary.
3. From the Bruce Elementary PTO, Scholastic Book dollars to Bruce Elementary library.

Motion by Mr. Parks, seconded by Mr. Shepherd, to approve agenda Item V.U.

Discussion – Mrs. Noble thanked everyone for their generous donations.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-155**

V. Annual Organizational Meeting

The annual Organizational Meeting of the Board of Education shall be held at Hollingsworth East Elementary prior to the regular business meeting on January 11, 2016 at 6:00 p.m. with the regular meeting to immediately follow.

Motion by Mr. Parks, seconded by Mr. Cooper, to approve agenda Item V.V.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-156**

W. Appointment of President Pro Tempore

Motion by Mr. Shepherd to appoint Mrs. Lisa Noble as
President Pro Tempore (January 1 – January 11, 2016)

Seconded by Mr. Parks.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-157**

X. Appointment of Vice President Pro Tempore

Motion by Mr. Shepherd to appoint Mr. Rusty Cooper as
Vice President Pro Tempore (January 1 – January 11, 2016)

Seconded by Mr. Parks.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-158**

Y. Executive Session (if needed)

To discuss the employment of a public employee or official.

Dr. Curry invited to participate in executive session.

Motion by Mr. Pool, seconded by Mr. Parks to convene
executive session.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-159**

President convenes executive session at 7:25 p.m.

President resumes open session at 8:34 p.m.

VI. Adjournment

Motion by Mr. Parks, seconded by Mr. Shepherd to adjourn the meeting.

Discussion – None

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed **#1516-160**

President adjourns meeting at 8:35 p.m.

DATE_____

PRESIDENT_____ TREASURER_____

Upcoming Board Meetings

Regular Meeting

Monday, January 11, 2016 – 6:00 p.m.
Hollingsworth East Elementary



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

Invoice number 15-10049143

November 30, 2015

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

AMOUNT DUE \$ _____

AMOUNT ENCLOSED \$ _____

DUE DATE December 31, 2015

OSBA'S tax identification number is 31-4414897

DATE	PO NUMBER	DESCRIPTION	AMOUNT
11/30/2015	✓	ANNUAL MEMBERSHIP DUES (Acct. 001-2310-841) January — December 2016 Dues based on your district's ADM and cost per pupil data from the Ohio Department of Education for the 2012-13 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 dues will fund expenses associated with board members representing OSBA and its member districts at the state and national level.	\$5,145
		CHECK DESIRED SUBSCRIPTION ITEMS (Please add any off the below subscription fees to your membership dues for the final invoice amount.)	
		_____ Annual Virtual Transportation Supervisor Subscription (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after receiving membership payment.)	\$ 250
	X	_____ Annual OSBA Briefcase Subscription - Electronic Copy (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after receiving membership payment. All subscribers must receive Briefcase electronically to qualify.)	FREE
		_____ Annual OSBA Briefcase Subscription - Hard Copy (Acct. 001-2310-542) (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after receiving membership payment)	\$ 130
		_____ Annual School Management News Subscription - Electronic Copy (Acct. 001-2412-542) (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after receiving membership payment.)	\$ 150
		_____ Annual School Management News Subscription - Hard Copy (Acct. 001-2412-542) (Up to 15 names on the subscription roster - to be included with the membership roster, which will be sent to the district after receiving membership payment.)	\$ 190

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.

AMOUNT DUE \$ _____



**Ohio School Boards
Association**

TO: Treasurers
FROM: Sara C. Clark, Director of Legal Services
DATE: November 2015
SUBJECT: 2016 LEGAL ASSISTANCE FUND MEMBERSHIP

I am writing to encourage your board to consider becoming a member of OSBA's Legal Assistance Fund (LAF) for 2016. I have sent a similar letter to your board president and superintendent under separate cover.

Since 1977, LAF has provided supportive assistance to boards of education in cases or controversies of statewide significance. Qualifying districts may request and receive:

- ❖ financial assistance to pay for a portion of litigation expenses
- ❖ an amicus curiae brief to be filed on behalf of the district
- ❖ legal research or consultation to assist the district's attorney

In 2015, LAF provided support in eight cases involving matters of statewide significance. These cases involved issues such as school funding, child abuse reporting, property tax exemptions, open meetings laws and community school accountability. For the first time in many years, OSBA's legal advocacy efforts found their way to the U.S. Supreme Court, where LAF filed amicus briefs in two separate cases. Our briefs are making a difference, and are contributing toward favorable judicial decisions that can have a very positive impact on your district and its students.

As a benefit of LAF membership, you will receive a yearly subscription to *School Law Summary (SLS)*. Four electronic issues will keep you up to speed on major developments in state and federal case law affecting education in Ohio.

Please make joining LAF a priority. Through your support, we can continue to focus on legal issues that impact all Ohio school districts.

To join, please place consideration of joining LAF on your next board meeting agenda. **Enclosed is an invoice for your convenience.** Please return the top portion to OSBA with a check payable to the Legal Assistance Fund.

If you have any questions or if there is anything we can do to provide assistance, please call Lenore Winfrey, senior administrative associate of legal services at (614) 540-4000 or (855) OSBA-LAW.

Enclosure.

8050 North High Street
Suite 100
Columbus, Ohio 43235-6481

(614) 540-4000
(800) 589-OSBA
(614) 540-4100 [fax]
www.ohioschoolboards.org

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.

Attachment B


**Ohio School Boards Association
Legal Assistance Fund**

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

November 20, 2015

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

Invoice number 15-7352985-LAF

AMOUNT DUE \$ 250.00

AMOUNT ENCLOSED \$ _____

DUE DATE December 31, 2015

OSBA Legal Assistance Fund tax identification
number is 31-0934576

Return top portion with check payable to the OSBA Legal Assistance Fund and send to the address above.

November 20, 2015

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

Invoice number 15-7352985-LAF

AMOUNT DUE \$ 250.00

AMOUNT ENCLOSED \$ _____

DUE DATE December 31, 2015

OSBA Legal Assistance Fund tax identification
number is 31-0934576

DATE	PO NUMBER	DESCRIPTION	AMOUNT
11/20/15		OSBA LEGAL ASSISTANCE FUND CONSULTANT SERVICE OSBA Legal Assistance Fund (LAF) Consultant Service Contract pursuant to R.C. Section 3313.171 (January 1, 2016 through December 31, 2016) LAF membership should be charged to Account No. 001-2310-418 Checks MUST be made payable to the OSBA Legal Assistance Fund	250.00

AMOUNT DUE \$ 250.00

TIMECLOCK PLUS ONDEMAND SERVICES AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING ALL OR ANY PORTION OF THE SERVICES, OR BY PAYING FOR THE SERVICES THROUGH ANY MEANS ACCEPTED BY DATA MANAGEMENT INC. ("DMI"), YOU ("CUSTOMER") ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THOSE OF THE TIMECLOCK PLUS ONDEMAND END USER LICENSE AGREEMENT FOR THIS SUBSCRIPTION BASED LICENSE.

REPRESENTATIONS OF CUSTOMER

By entering into this Agreement for TimeClock Plus OnDemand Services, you represent, warrant and certify that (a) you are 18 years of age or older; (b) you are authorized to use the identification and verification information you provide and to engage in transactions relating TimeClock Plus OnDemand Services, including any recurring payment information provided by you. You certify that any recurring payment information provided by you to be valid, accurate, and complete and that your registration with TimeClock Plus OnDemand Services in conjunction with your submission of recurring payment information will not violate any laws or regulations.

DEFINITIONS

"Active Employee" means a Customer Employee that has not been marked as either terminated or suspended within the TimeClock Plus OnDemand system.

"Employee" means Customer's individual employee or contractor for whom Customer has paid the required fee under this Agreement.

"Services" means the right to access and use TimeClock Plus OnDemand Software, website, or user website interface provided by DMI.

"Monthly Employee Fee" means DMI's then current fee for each of Customer's Employees to access and use the Services, measured over the course of each calendar month, no matter the term of this Agreement. This fee may be prorated during the first month of any term, and may be prorated for the last month of any term.

"Software" means the TimeClock Plus OnDemand software and associated modules licensed for use by Customer.

"User" means Customer Employees who are not added to the TimeClock Plus OnDemand database as an Employee, but are physically added as Users within the Software with management rights *will not* be considered Employees and will not incur Monthly Employee Fees. Users who are added to the database as Employees as well as Users, are effectively considered Employees and a Monthly Employee Fee will be assessed for each.

USE AND ACCESS

DMI will provide Customer and its authorized Employees access to the Services during the Term, subject to the TimeClock Plus OnDemand End User License Agreement. DMI shall make Services available to Customer twenty four (24) hours a day, seven (7) days a week except for interruptions by reason of maintenance or downtime beyond DMI's reasonable control.

Customer will use the Services only for its internal business operations and will not permit the Services to be used by or for the benefit of anyone other than Customer. Customer will not have the right to re-license or sell rights to access and/or use the Services to transfer or assign rights to access or use the Services, except as expressly provided herein.

Customer will not transmit or share identification or password codes to persons other than authorized TimeClock Plus OnDemand Users nor permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized Users. Customer will be responsible for all equipment and software required for Customer to access the Internet including, without limitation, a web browser compatible with the Services. Customer acknowledges that DMI is not responsible for any use or misuse of the Services by Customer or its employees or contractors.

You may not access the Services if you are a competitor of DMI, unless DMI provides written consent.

TECHNICAL SUPPORT

TimeClock Plus OnDemand Basic subscribers receive unlimited email and chat support. Basic Subscribers also receive 8 telephone incidents per year. TimeClock Plus OnDemand Premium subscribers receive unlimited email, chat, and telephone support.

SOFTWARE UPGRADES

From time to time DMI will release new versions of TimeClock Plus OnDemand and will upgrade the Services to the latest version. DMI will give at least 5 business days notice to Customer before performing upgrades. Please enter the email address for notices to be sent to:

PAYMENT

Customer shall pay all fees or charges in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments will be made in advance of the Service being provided and may be made annually, quarterly or monthly, or as otherwise mutually agreed. All payment obligations are non-cancellable and all amounts paid are non-refundable. If you elect to dispute charges or fees, you must contact DMI in writing within fifteen (15) days of the date of the invoice in question to be eligible to receive an adjustment or credit.

Services will be suspended for accounts that are 10 calendar days past due.

FEES & CHARGES

Charges will be equal to the number of total Employees multiplied by the Monthly Employee Fee. Customer is responsible for Monthly Employee Fees for the total number of Active Employees who are made active during any calendar month. Customer may add additional Employees as desired each month, by paying the Monthly Employee Fees on the next billing cycle.

Employees added at any time during a calendar month will be charged in full for that billing period. Because you are billed in advance for Services, if you increase your Active Employee count during a calendar month, your next statement and charges will reflect the increased employee count with overage charges incurred from the previous month.

If DMI is required by law to pay or collect any federal, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on DMI's net income, then such taxes and/or duties will be billed to and paid by Customer immediately upon Customer's receipt of DMI's invoice and supporting documentation for the taxes or duties charged.

BILLING CYCLE

Please select your preferred billing/payment cycle:

Monthly Quarterly Prepay Quarterly Term Prepay Annual Term

TERM

The term of this Agreement will commence the day the web site interface for the Services is made accessible to you via the Internet, and will continue as selected below. Thereafter this Agreement will automatically renew for successive periods of the same duration as the initial Term ("**Renewal Term**") unless either party gives the other party thirty (30) days notice of its intent not to renew.

Please select your desired renewal term for this Agreement:

Monthly Quarterly Annual ("One Year")

Term Start Date:

Multi-Month Discount Rate (if applicable):

PAYMENT

You must provide DMI with valid bank draft or credit card information to use our Services.

Please select your preferred payment method and fill out the appropriate form located at the end of this agreement:

Recurring Bank Draft Recurring Credit Card Prepayment by Check

You are responsible for any and all bank, access fees and/or other fees that may be assessed by your bank, financial institution, or other Program provider.

TERMINATION

In addition to all other rights that DMI may have to discontinue your access to Services, DMI may discontinue your access to Services at any time without notifying you if you fail to pay any bill in full when it is due or if you otherwise violate the terms and conditions of this Agreement. DMI may require that you pay, and you agree to pay, before we reconnect your Services, all past due charges, a Restart Fee, and all outstanding balances accrued through the date of such disconnection

If your Services are terminated for any reason, you still must pay all outstanding balances accrued, including without limitation, any applicable fees and taxes. Except in certain limited circumstances, charges for Services, once charged to your account, are non-refundable, and no refunds or credits will be provided in connection with the cancellation of Services.

If you received a discounted price due to a promotion, and you cancel prior to any applicable expiration of that promotion, you are not entitled to any refund or credit for the unused portions of such discounted price. **If you received a discounted price in exchange for your agreement to pay for your Services on a multi-month basis, and you cancel your Services prior to the expiration of your multi-month subscription, you will be charged an early termination fee.**

EARLY TERMINATION FEE (if applicable):

WARRANTY AND DISCLAIMER

EXCEPT AS EXPRESSLY STATED HEREIN, DMI EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OF ANY INFORMATIONAL CONTENT OR THOSE ARISING BY STATUTE, OF CONFORMITY TO ANY REPRESENTATIONS OR DESCRIPTIONS NOT CONTAINED HEREIN, OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, DMI DOES NOT WARRANT THAT ANYTHING WILL MEET CUSTOMER'S REQUIREMENTS, WILL BE UNINTERRUPTED, SECURE, RELIABLE, ACCURATE OR ERROR-FREE. DMI HAS NO OBLIGATIONS CONCERNING PRODUCTS OR SERVICES USED OUTSIDE THE U.S.A. UNLESS THEY ARE STATED IN WRITING BY DMI TO BE EXPORT PROGRAM PRODUCTS AND ARE ISSUED AN EXPORT PROGRAM WARRANTY. DMI'S OBLIGATIONS, IF ANY, ARE CONDITIONAL ON CUSTOMER PROMPTLY COMPLYING WITH ALL OF THIS AGREEMENTS TERMS AND CONDITIONS AND THOSE OF THE TIMECLOCKPLUS ONDEMAND END USER LICENSE AGREEMENT. USER ACCEPTS SERVICES "AS IS" AND WITH ALL FAULTS. THE LIMITED WARRANTIES AND REMEDIES IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES CONCERNING ANY GOODS, SERVICES, OR INTANGIBLES, NOW OR IN THE FUTURE.

LIABILITY LIMITATION

IN NO EVENT SHALL DMI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR REMEDIES RELATING TO SERVICES OR ANY DMI PRODUCTS, GOODS, OR INTANGIBLES (EXCLUDED DAMAGES INCLUDE, WITHOUT LIMITATION, FOR LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF DELAY, FAILURE OF DELIVERY, REVENUE, GOODWILL, LOST OR DAMAGED DATA, DOCUMENTATION OR EQUIPMENT, LOSS OF BUSINESS INFORMATION, COST OF REMOVAL OR INSTALLATION OF ANYTHING, INTERCEPTIONS, DEFECTS, VIRUSES, DELAYS, OR FAILURE OF PERFORMANCE, OTHER LOSS ARISING OUT OF USE, OR INABILITY TO USE SERVICES, LIABILITIES TO THIRD PARTIES, INABILITY TO USE TIMECLOCK PLUS ONDEMAND SERVICES, ERRORS IN THE SOFTWARE, MALFUNCTIONS OR ERRONEOUS DATA, PAYMENTS TO THIRD PARTIES WHICH ARE TOO SMALL, TOO LARGE, TOO LATE OR ARE OTHERWISE IMPROPER), EVEN IF DMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT, WARRANTY, ETC.), ANY ASSERTED DMI BREACH OF PROMISE OR WARRANTY; ANY ACT OR FAILURE TO ACT; NEGLIGENCE INCLUDING GROSS NEGLIGENCE; OR ANY CLAIM MADE AGAINST USER BY ANY OTHER PARTY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL DMI'S LIABILITY (FOR ALL CAUSES OF ACTION), EXCEED THE AMOUNT PAID BY USER TO DMI FOR TOTAL MONTHLY EMPLOYEE FEES PAID TO DMI FOR THE PRECEDING 3 MONTHS FROM THE DATE OF THE INCIDENT. THESE LIMITATIONS ARE INDEPENDENT AND APPLY REGARDLESS OF THE BASIS OF THE CLAIM, INCLUDING, BUT NOT LIMITED TO, A FINDING THAT A WARRANTY, CONDITION, OR REMEDY HAS FAILED ITS ESSENTIAL PURPOSE, BREACH OF CONTRACT (INCLUDING, BUT NOT LIMITED

TO, FUNDAMENTAL BREACH), TORT, (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR MISREPRESENTATION), BREACH OF STATUTORY DUTY, OR OTHER LEGAL OR EQUITABLE THEORY. ANY CAUSE OF ACTION CUSTOMER MAY HAVE AGAINST DMI, ITS AFFILIATES, OFFICERS AND AGENTS MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES OR SHALL BE FOREVER BARRED. DMI'S MAXIMUM AGGREGATE LIABILITY SHALL NEVER EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE BASIS OF THE CLAIM.

AMENDMENT

DMI reserves the right, in its sole discretion, to amend this Agreement from time to time.

LICENSE AGREEMENT

If there is a conflict between this Agreement and the then current TimeClock Plus OnDemand End User License Agreement, the TimeClock Plus OnDemand End User License Agreement located at <http://www.timeclockplus.com> will prevail.

INTELLECTUAL PROPERTY

Title to any proprietary rights in TimeClock Plus OnDemand Services components including, without limitation, all TimeClock Plus software, the TimeClock Plus OnDemand web site, and Employee / user interfaces will remain the sole and exclusive property of DMI. Customer will be the owner of all data or information created by Customer and stored on DMI's database servers.

CONFIDENTIALITY

Customer acknowledges that the Services and TimeClock Plus OnDemand software contain valuable confidential information that is proprietary and valuable to DMI. Customer will safeguard its access to Services and software installed on DMI's servers using the same standard of care that Customer uses for its own confidential information. DMI agrees to hold Customer's data and information usage on its servers as confidential and will not, without the prior written consent of Customer, be disclosed or be used for any purposes other than the performance of this Agreement. DMI will safeguard the confidentiality of such data or information using the same standard of care that DMI uses for its own confidential information.

All pricing terms are confidential, and you agree not to disclose them to any third party.

GOVERNING LAW

THIS AGREEMENT IS SOLELY GOVERNED BY THE LAWS OF THE STATE OF TEXAS. EACH OF THE PARTIES HERETO IRREVOCABLY AGREES TO EXCLUSIVE JURISDICTION BY THE COURTS LOCATED IN TOM GREEN COUNTY, TEXAS.

DISPUTE RESOLUTION

In accordance with Title 9 of the United States Code, any dispute or controversy arising out of or relating to this License Agreement or its interpretation will be settled exclusively and finally by binding arbitration. The arbitration will be conducted procedurally in accordance with Subchapters C through G of Chapter 172 of the Texas Civil Practice and Remedies Code, as amended from time to time. Where a conflict exists between the terms of any of the provisions of those subchapters and this agreement, the terms of this agreement will control. The arbitration will be conducted before a sole arbitrator appointed by the presiding judge of one of the state district courts of Tom Green County, Texas. The arbitration will be conducted in San Angelo, Texas. Any award rendered in the arbitration proceeding will be final and binding on each of the parties, and judgment may be entered thereon in a court of competent jurisdiction.

ASSIGNMENT

You may not assign your rights or responsibilities under these Terms and Conditions to any other party.

ENTIRE AGREEMENT

This Agreement along with the TimeClock Plus OnDemand End User License Agreement for Subscription Based License is the exclusive, complete, and entire agreement superseding all prior representations or agreements concerning its subject matter and supersedes any and all prior communications, proposals, advertising, discussions,

representations, and understandings. If a conflict exists between these two agreements, then the TimeClock Plus OnDemand End User License Agreement for Subscription Based License will prevail.

SEVERABILITY

If any term of this Agreement is found to be unenforceable or contrary to law, the remaining portions of this Agreement will remain in full force and effect.

Agreed and Accepted the _____ day of _____, 2015.

Company Name

(Company Name)

Authorized Signature: _____

Name:

Title:

PROFESSIONAL STAFF
3220

STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (“OTES”) model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the ECTA and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing OTES Evaluation Committee, with continuing participation by District teachers represented by the ECTA for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

“OTES” - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

“Teacher” – For purposes of this policy, “teacher” means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the ECTA.

The Superintendent, Treasurer, and any “other administrator” as defined by R.C. 3319.02 are not subject to evaluation under this policy

“Credentialed Evaluator” - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

“Core Subject Area” – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

“Student Growth” – for the purpose of the District’s evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

“Student Learning Objectives” (“SLOs”) - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

“Shared Attribution Measures” – student growth measures that can be attributed to a group.

“Value-Added” – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on State issued standardized assessments.

“Vendor Assessment” – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- A. accomplished;
- B. skilled;
- C. developing; or
- D. ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, which will comprise fifty-percent (50%) of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- A. understanding student learning and development and respecting the diversity of the students they teach;
- B. understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;

- F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- G. assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

- A. All instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year. Formal observations shall be at least thirty (30) minutes in duration.
- B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.

A teacher who has attained a teacher effectiveness rating of “Skilled” on the final summative rating will not be evaluated the following year, so long as the teacher’s student academic growth measure, for the most recent school year for which data is available, is average or higher.

A teacher who receives a rating of “Accomplished” on his/her most recent evaluation may be evaluated every three (3) years, as long as the teacher’s academic growth measure for the most recent year for which data is available, is average or higher. If the determination is made to evaluate every three (3) years, the teacher will nevertheless be provided with least one (1) observation and post conference in any year that such teacher is not formally evaluated. .

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education’s OTES “Teacher Performance Evaluation Rubric” for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a “Self-Assessment,” utilizing the Self Assessment Summary Tool set forth herein as “Teacher Evaluation Form.”

Formal Observation Procedure

- A. The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. ~~The second observation may be unannounced.~~
- B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

- A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- B. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.
- C. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences (excused or unexcused) for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1. Teachers instructing in value-added subjects exclusively¹;
- A2. Teachers instructing in value-added courses, but not exclusively²;

OR

- B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.³

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the “District Student Growth Measurement Index.”

¹ If a teacher’s schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than twenty-five (25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e., fifty percent (50%)) shall be based on the value-added progress dimension.

²For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher’s schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher’s schedule.

³ If used, only one (1) “shared attribution” measure can be utilized per instructor.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the “District Student Growth Measurement Index.” Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO’s are developed or revised, the process will include consultation with teachers employed by the Board. The Board’s process for creating and revising SLO’s is set forth in the Appendix of the “District OTES Student Growth Measures Manual.”

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- A. above
- B. expected
- C. below

Final Evaluation Procedures

Each teacher’s performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the “Teacher Evaluation Form.”

- B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form."
- C. Teachers whose performance rating indicates below expected levels of student growth or whose teacher performance rating is "Ineffective", will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form." In the event that the teacher and the evaluator cannot agree on the goals of the Professional Improvement Plan, the evaluator shall implement an improvement plan no later than October 15th of the school year.

Core Subject Teachers - Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- A. failing to complete all required written examinations under this section;
- B. a failing score on a written examination(s) taken pursuant to this section;
- C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

“Retention” for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

“Promotion” as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

“Poorly Performing Teachers” refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

“Comparable Evaluations” Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of “Ineffective,” “Developing,” “Skilled,” and “Accomplished.”

Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the ECTA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the ECTA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher’s summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226
R.C. 3319.26, 3319.58, 3333.0411
A.C. 3301-35-03(A)

**Memorandum of Understanding (MOU)
For the Emergency Management Services
Between
The Eaton Community School District
And The Eaton Church of God
(Effective November 13, 2015)**

This memorandum of understanding is made and entered into between the **Eaton Community School District (ECSD)** and the **Eaton Church of God (ECOG)**.

WHEREAS, the ECSD is required to enter into Memorandums of Understanding with local governmental, non-governmental, and/or private agencies pursuant to specified state requirements for the Crisis Management Plan and;

WHEREAS, during a crisis, students and staff of the ECSD may need to be relocated for safety reasons and/or reunification purposes.

WHEREAS, the ECOG will permit the ECSD to use the church facilities to provide temporary shelter to students, staff and parents/guardians in the event of a crisis and/or natural disaster during school days.

The parties hereto mutually desire to reach an understanding that will result in making the services and equipment available to the ECSD for the aforementioned use. Now, therefore, it is mutually agreed between the parties as follows.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The Eaton Church of the God agrees to allow use of the following building(s) and/or services and equipment to assist the Eaton Community School District in emergency response efforts during an emergency event/disaster at any of the facilities owned and operated by ECSD:

1. If available, the ECOG will allow use of the church property located at 601 East Lexington Road, Eaton, Ohio, as a reunification point for students and parents/guardians and as an emergency evacuation site for students and staff during a crisis.
2. A crisis situation that may require the use of facilities include, but are not limited to, active shooter, bomb threat, building damage, chemical or hazardous materials spill, explosion, fire, flood, intruder/hostage, severe weather, terrorism,
3. Pre-planned events scheduled by the ECOG will supersede the use of the facilities by the ECSD.
4. The ECSD may require/request the assistance of government agencies including but not limited to, the Eaton Police Department, the Preble County Sheriff's Department and the

Eaton Fire and EMS. The ECOG recognizes that government agencies may be using the facilities when assisting the ECSD.

5. Reasonable costs associated with utilities, personnel and supplies, which would not have been incurred but for the ECSD's use of the facilities, will be reimbursed to ECOG. The ECOG must submit any request for reimbursement to the ECSD within sixty (60) days after the use of the facility and must include supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
6. All loss, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of either party pursuant to this agreement shall be the responsibility of the respective parties as such liabilities may be determined by a court of law or pursuant to any other appropriate procedure. Notwithstanding, neither party waives immunities under the Law.
7. This MOU shall commence on November 3, 2015 and continue in effect for 12 months. This MOU shall automatically renew unless canceled or modified by either party.
8. Either party may cancel or modify this MOU by giving thirty (30) days prior written notice to the other party.

Jonathan Grubbs Date
Lead Pastor
Eaton Church of God

Barbara Curry Date
Superintendent
Eaton Community Schools

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 14th day of November, 2015, by and between the Board of Education of Eaton Community Schools (the "Board") and the Eaton School Support Personnel Association/OEA/NEA (the "Union"). These parties will collectively be referred to as the "Parties."

Statements of Fact:

1. The Parties negotiated a collective bargaining agreement that is in effect July 1, 2014 through June 30, 2017; and
2. Said negotiated agreement addresses the procedure for calamity days; and
3. The Parties acknowledge it may be necessary for additional days to be added on to the work year schedules of bargaining unit members who work less than twelve (12) months per year to make-up days for student attendance; and
4. The Union requests that the Board afford bargaining unit members who previously missed work due to a calamity day and were docked pay for the missed day the opportunity to make-up said docked days.

The Parties agree to the following –

1. The Board may require make-up days due to time off school for calamity days. If the Board decides to make up days due to time off for calamity days, bargaining unit members who were off work during a calamity day may make up the time off for the calamity day in accordance with this agreement.
2. In the event that an amended calendar extending the school year beyond the originally scheduled closing date is required, up to ten percent (10%) per classification (or one (1) per classification if 10% is less than one (1)) of the classified staff on a first-come, first-served basis, based on date and time of submission in KIOSK, shall be granted leave of absence without pay, if they so request.
3. If a bargaining unit member requested and received approval for an unpaid/dock day because he/she was unable to attend work due to the calamity, he/she must also declare his/her intent to make up the day at the end of the school year to his/her administrator and the treasurer's office at the time he/she requests off on the calamity day. If the bargaining unit member did not declare his/her intent to make-up the day at the time he/she

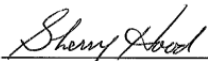
calls off, they will not be afforded the opportunity to make up the calamity day at the end of the year.

The Parties enter into this Memorandum of Understanding solely for purposes of resolving these issues. The Board and the bargaining unit members shall be bound by all terms and conditions of the CBA between the Union and the Board. All provisions of the CBA currently in effect between the Parties hereto not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the CBA and no other agreements shall serve to alter the provisions of the CBA unless agreed to, in writing, between the parties hereto.

For the Board:

Dr. Barbara Curry, Superintendent date

For the Union:

 11/14/15
Sherry Wood, President date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 14th day of December, 2015, by and between the Board of Education of Eaton Community Schools (the "Board"), the Eaton School Support Personnel Association/OEA (the "Union"). These parties will collectively be referred to as the "Parties."

WHEREAS, the Board and the Union have executed a collective bargaining agreement effective from July 1, 2014 until June 30, 2017; and

WHEREAS, Tammy Spence, an EMT, is on disability leave with the Ohio School Employees Retirement System ("SERS"); and

WHEREAS, the Board intends to hire a Registered Nurse ("RN") to substitute for Ms. Spence, as opposed to hiring another EMT; and

WHEREAS, the Parties desire to resolve any and all issues concerning the hiring of an RN during Ms. Spence's disability retirement or her return to work.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Parties acknowledge that, under Ohio law, the Board must hold Ms. Spence's position for a period of 5-years, and Ms. Spence will be treated as if on an unpaid leave of absence for this period of time.
2. During this 5-year period, the Board may choose to hire a full-time RN. If Ms. Spence returns to work, the Board will have the option to keep the RN position and eliminate the EMT position, or reinstate the EMT position and eliminate the RN position. This paragraph shall not in any way limit the Board's discretion with respect to decisions concerning the hiring of employees.
3. The Parties agree that this Memorandum of Understanding does not create a precedent. Similar considerations may not be extended to other employees in the future. The Union agrees that it may not refer to or enter this Memorandum of Understanding into evidence in support of any grievance, arbitration, lawsuit, or unfair labor practice charge it may file on its own behalf or on the behalf of a member of the bargaining unit.
4. Nothing within this Memorandum of Understanding shall be construed as a waiver of or limitation on any management rights the Board may have.
5. All other provisions of the Agreement currently in effect between the Parties hereto not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the Agreement and no other agreements shall serve to alter the provisions of the Agreement unless agreed to, in writing, between the parties hereto.

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Attachment G

For the Board:

Dr. Barbara Curry, Superintendent date

For the Union:

Sherry Hood, President 12/4/15
date

COOPERATIVE AGREEMENT

Attachment H

BETWEEN

FAMILY AND CHILDREN FIRST COUNCIL/PREBLE COUNTY GENERAL HEALTH DISTRICT/HELP ME GROW

BUTLER COUNTY ESC/PREBLE COUNTY HEAD START

PREBLE COUNTY LOCAL EDUCATION AGENCIES/PREBLE COUNTY ESC

PREBLE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES/EARLY INTERVENTION

COUNCIL ON RURAL SERVICES/PREBLE COUNTY EARLY HEAD START

PREBLE COUNTY JOB AND FAMILY SERVICES

REGARDING

PROVISION OF SERVICES FOR CHILDREN

BIRTH THROUGH AGE 5 INCLUDING CHILDREN WITH DISABILITIES

ENROLLED IN EARLY CHILDHOOD PROGRAMS/SERVICES

Revised October 2015

PURPOSE OF COOPERATIVE AGREEMENT

In order to facilitate further cooperation and collaboration to appropriately serve children with disabilities and those identified as “at risk” ages birth to school age, while making the best use of available resources and avoiding duplication of services, an agreement has been outlined with the following agencies:

Family and Children First Council, Preble County General Health District/Help Me Grow, Preble County Board of Developmental Disabilities/Early Intervention, Butler County ESC/Preble County Head Start, Council on Rural Services/Preble County Early Head Start, and Preble County Local Education Agencies/Preble County Educational Service Center.

The purpose of this agreement is to facilitate these activities:

- Guarantee that all eligible children have access to full range of services. Eligibility is determined by the lead agency standards.
- Assure the involvement of parents and families in all services provided to children, including procedural safeguards.
- Enhance the array of services and options available to children and families.
- Facilitate the transition of young children between Part C/EI, Head Start, Preble County Early Head Start, local education agencies (LEA).
- Maximize services through the joint utilization of resources.
- Assure placement of eligible children in the least restrictive environment and provision of appropriate services.
- Assure the sharing of information for the benefit of the child and family as a strategy to avoid duplication of effort.

By referencing 45 CFR 1308.4 (I) and Revised 1304, the written local collaborative agreement will address the following children birth through age 5. It is strongly recommended that this local agreement be organized around these components.

1. Participation in Child Find

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2. Joint training of staff and parents
3. Procedures for:
 - a. Referral
 - b. Evaluation
 - c. Individualized Education Program (IEP) development/Individualized Family Service Plan (IFSP) development
 - d. Transitions
4. Updating LOCAL agreements annually
5. Any other items agreed to by all parties

PROCESS FOR REVIEW, EVALUATION, AND REVISION

Partners included in this agreement will meet annually to review, evaluate, and revise this agreement with the goal of submitting a final copy for signatures. If rules, laws, or policies change, then the partners agree to meet for review, evaluation, and revision within a timely manner.

CONCEPTUAL AGREEMENT

Parties to the Agreement

- A. Eaton Community Schools
- B. National Trail Local Schools
- C. Tri County North Local Schools
- D. Twin Valley Community Schools
- E. Preble County Educational Service Center (PCESC)
- F. Preble Shawnee Local Schools
- G. Preble County General Health District (PCGHD)/Help Me Grow (HMG)
- H. Preble County Board of Developmental Disabilities (DD)
- I. Preble County Family and Children First (FCFC)
 - J. Butler County Educational Service Center (BCESC)/Preble County Head Start
 - K. Council on Rural Services (CORS) Preble County Early Head Start

Program Descriptions

1. FCFC: Ohio Family and Children First Initiative has established 88 county councils that are responsible for assuring services to children birth to age twenty-one (21) years of age who are disabled, abused, neglected, dependent, unruly, or delinquent, and those children whose

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families are voluntarily seeking services. FCFC is responsible for assuring that Help Me Grow services occur through Preble County providers. The Preble County FCFC reviews this cooperative agreement, and the FCFC chairperson is their designee for the FCFC signature.

2. ECCC: The Bureau of Early Intervention Services (BEIS) is responsible for developing and implementing a statewide program for Help Me Grow services for infants and toddler with disabilities or delays and their families. Each of Ohio's 88 counties has established county Early Childhood Coordinating Committees (ECCC) as a committee of the FCFC. The ECCC assists the FCFC in the design, coordination, and implementation of a comprehensive, coordinated, interdisciplinary, family-centered Help Me Grow system of services for families with an infant or toddler at risk for or with developmental disabilities/delays.
3. Council on Rural Services, a private, not-for-profit organization provides programs to children, youth and senior citizens in nine counties in West Central Ohio: Auglaize, Champaign, Darke Greene, Logan, Miami, Preble, Shelby and Van Wert. CORS has programs in early childhood, youth development as well as volunteer and social programs. Children are served in a variety of program options including home based and center based. In Preble County, CORS serves income eligible families with children birth to age three through the Preble County Early Head Start program.
4. The BCESC Head Start/preschool programs are committed to providing high quality services to children in preschool so they are ready for kindergarten and become successful adults. We are committed to children's intellectual, physical, and social and emotional growth. We are committed to including parents in their children education as their child's first and best teacher.

There are 5 Head Start preschool sites in Preble County. The locations include: Preble Shawnee is located at the Camden Primary building, Preble County ESC, East Elementary, National Trail Elementary, and Lewisburg United Methodist Church. These classrooms serve 17 students in the morning class and 17 students in the afternoon class. The BCESC Head Start program also provides home visiting services to families who qualify for home based services.

5. Help Me Grow: A program for Ohio's expectant parents, newborns, infants, and toddler's birth to age 3 that provides health and developmental services so that children can start school healthy and ready to learn. The Preble County Help Me Grow is the central intake and referral site for children in need of early intervention services within the county. These services may include: service coordination, evaluation and assessment, home visiting, parent education, referral to other services such as early intervention, therapies, or medical professionals and transition from Help Me Grow Part C/Early Intervention to Part B. The goal is to identify infants and toddlers who have developmental delays or a medical or social-emotional condition that has a high probability of causing a delay.

6. The Preble County Board of Developmental Disabilities: An Early Intervention program that provides a safe and nurturing environment for promoting the development of children. Young children learn best when given the opportunities to select activities that encourage interactive play within a parent-coaching mode. Therefore, play is used as a method for accomplishing early intervention goals and objectives.

This home-based program provides opportunities for children and parents to learn together in a comfortable setting that provides opportunities for learning by assisting a child to develop physically, emotionally, socially and mentally to their fullest potential. Differing levels of ability are expected, appreciated and used to design learning experiences.

To be eligible for Preble County Board of DD/Early Intervention services, a child must be under three years of age and eligible for Help Me Grow Part C services. A play-based assessment of the child will be conducted by a team of DD and Help Me Grow staff. The team evaluates the child's development in all major areas including communication, social-emotional/behavioral functioning, motor functioning, cognitive abilities, adaptive behavior, and vision abilities and hearing abilities. A delay in at least one of these areas is necessary for enrollment in Early Intervention. Participation is strictly voluntary, based on parental/guardian consent.

Children ages 3-5 must have delays in two areas of development to qualify for services from the Preble County Board of DD. The Preble County Board of DD can work with the school districts to develop intervention strategies based on a student's individual needs. The Service, Support & Advocacy Specialist can assist families to access other community resources as well as services the Board offers. This service will be discussed with families during their transition to preschool services or a family can request the service.

7. Preble County ESC: A preschool program designed to meet the social-emotional, cognitive, motor, and language needs of all preschool children. Play is the work of young children, and young children work best when given opportunities to choose from activities that encourage interactive play within a teacher planned environment. Differing levels of ability are expected, appreciated, and used to design learning experiences. The mission of this program is to provide classroom environments that are safe, warm, and welcoming to all children and their families. Further, this program recognizes the family's role in the development of young children, and strives to form strong family/professional relationships and partnerships for the improved outcomes for students.

Twin Valley Elementary: There is 1 Preble County ESC preschool classroom at Twin Valley Elementary. This preschool classroom is a preschool special education classroom with a 50/50 model (50% special needs/50% typical peer).

East Elementary: There are 2 Preble County ESC preschool classrooms at East Elementary. Both of the East preschool classrooms are preschool special education classrooms with a 50/50 model (50% special needs/50% typical peer).

Preble County ESC Early Childhood Education Preschool: There is 1 ECE preschool classroom that is located at the Preble County ESC in Eaton. This program is partially funded under the ECE grant that provides preschool for a specified number of income eligible children. This program also serves a limited number of special education students in this setting.

Itinerant Special Education Services: The Preble County ESC provides itinerant services to young children with disabilities served in community-based programs such as Head Start, private or public preschools, or childcare centers. For preschool children, inclusion in community-based programs must be a service delivery option offered by local education agencies in accordance with the Individuals with Disabilities Education Act and the requirement to provide those services in the least restrictive environment.

8. Preble Shawnee Local Schools: The Preble Shawnee Local Schools preschool program continues to provide a safe and nurturing environment. We empower children with activities that allow them to develop socially, emotionally, physically, and cognitively. Children enjoy art, music, math, science, literature, and physical activities. Our belief is that children need the gift of time and the opportunity to explore and experience success. Furthermore, our program focuses on goals that support school readiness for the early learner and continues to build and support the development of these skills as the child advances through schools

Camden Primary School: There is one preschool classroom at Camden Primary School. This preschool classroom is a preschool special education classroom with a 50/50 model (50% special needs/50% typical peers).

Itinerant Special Education Services: Preble Shawnee Local Schools provide itinerant services to young children with disabilities served in community-based programs such as Head Start, private or public preschools, or childcare centers. For preschool children, inclusion in community-based programs must be a service delivery option offered by local education agencies in accordance with the Individuals with Disabilities Education Act and the requirement to provide those services in the least restrictive environment.

Authority

This Cooperative Agreement/MOU is written specifically in relation to our work with children and families served within Preble County. The ECCC assumes the leadership role in the development of the partnerships within the cooperative agreement.

1. Head Start/Preble County Early Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing publicly funded programs is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007." Ten percent of enrollment must include children with disabilities.
2. CORS Preble County Early Head Start and BUTLER COUNTY ESC Head Start are authorized as the grantees by the Office of Head Start within the Administration for Children and Families/Department of Health and Human Services. As such, the program is accountable to the Region V office of Head Start in Chicago, Illinois.
3. The FCFC shall enter into an interagency agreement with each LEA and each Head Start and County Board of Developmental Disabilities program in the county for the purposes of outlining responsibilities, processes, and protocols for child find of children with disabilities and for transitioning children from HMG's Part C to the LEA's, or other program options per the Ohio Help Me Grow Transition at Age Three rules.
4. IDEA requires that eligible children transitioning from Part C (Early Intervention) services in the Help Me Grow system to Part B services in preschool special education have an individual education plan (IEP) in place by the third birthday. The federal Public Law 108-446, Individuals with Disabilities Improvement Act of 2004 (IDEA) addressed the needs of children with disabilities from birth through age 21. There are several sections of the law: Part B focuses on ages 3 through 21 which include Section 619 for ages 3 through 5 (Preschool Special Education). Part C of IDEA focuses on early intervention for the birth through age 2 populations. Part B is the responsibility of the Ohio Department of Education/Office of Exceptional Children while the Department of Health is Part C's lead agency.

Guiding Principles

1. Create and maintain a meaningful partnership to promote school readiness so that children with high needs in early childhood programs may receive comprehensive services to prepare them for public school and to address any potential "achievement gap."
2. Plan and implement strategies based on practice and research that have proven to support children's school successes.

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3. Respect the uniqueness of each locality's needs and resources.

A written local agreement is to be developed with regard to collaborative planning, management, and service delivery. It is a vehicle for establishing a foundation for functional interaction of program services and supports. It may include contractual arrangements or other specific arrangements mutually agreed upon at the Preble County local level.

Partnerships and Expectations

CORS Preble County Early Head Start and BUTLER COUNTY ESC Head Start programs are required to have a Disabilities Service Plan and, according to 45 CFR 1308.4 (I), this plan must include commitment to specific efforts to develop cooperative agreements with the Local Education Agencies (LEAs) and other agencies within the grantee's service area. This must include city, local, area county districts that offer an early childhood special education program for children eligible for enrollment in Head Start. It may also include County Boards of Developmental Disabilities, Departments of Health, and other service providers.

CORS Preble County Early Head Start, BUTLER COUNTY ESC Head Start, public schools within Preble County, Preble County General Health District/HMG, and Preble County DD/Early Intervention through the ECCC will develop agreements within the context of this cooperative agreement to define relationships and specific areas of collaboration most appropriate to the Preble County community. Numerous methods of collaboration and cooperation will be employed to provide services for eligible young children. This agreement will become part of the county-wide planning efforts and open increased avenues for collaboration and cooperation.

Resource Sharing and Joint Efforts

This local agreement will be specific with regard to accountability of services provided, funding, personnel, and other resources. It will include the assurance of maintenance of effort required for Preble County early childhood programs. Agencies will collaborate in the identification and evaluation of infants, toddlers, and preschoolers. Provision of services should be appropriate for the child and family, and meet requirements for

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the least restrictive environment. Fiscal and service delivery responsibilities will be identified through mutual agreement and assessment of resources available.

The Preble County ECCC strives to maintain communication through a periodic newsletter that highlights upcoming community events and training opportunities

Joint Roles in System Review, Coordination, Collaboration, Alignment, and Implementation

The *LEAs in Preble County and BUTLER COUNTY ESC* will review and develop plans for coordination, collaboration, alignment, and implementation of each of the following 10 activities, as mandated by the Head Start Act.

1. Educational activities, curricular objectives, and instruction

1. *642(f) Implement a research based early childhood curriculum that –(E) is aligned with the Head Start Child Outcomes Framework developed by the Secretary and, as appropriate, State Early Learning Standards.*

Center based early childhood education programs under this agreement use the *Creative Curriculum* which is research based. Home based early childhood education programs under this agreement use Parents as Teachers (PAT) which is also research based. The curriculum has been aligned with the Head Start Framework and Ohio Early Learning and Development Standards.

On-going communication

642A (3) Establish ongoing communications between the Head Start grantee and local educational agency for developing continuity of developmentally appropriate curricular objectives (which for the purpose of the Head Start program shall be aligned with the Head Start Child Outcomes Framework and, as appropriate, State Early Learning Standards) and for shared expectations for children's learning and development as the children transition to school.

- Early childhood education programs under this agreement will work with designated district personnel as identified by each Superintendent's office.
- Early childhood education programs under this agreement will share the following types of information with each district office to help ensure a spirit of open communication and information sharing.
 - The Annual Report is shared with all Superintendents and parties that sign the agreement.
 - Early childhood education programs under this agreement will share child development data with the child's school district to ensure effective transition.

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- According to Federal Head Start regulations each grantee **must** have at least 10% of the children identified as having a disability and have a school administered IEP or for Preble County Early Head Start a Help Me Grow IFSP.

2. Identifying children who are limited English proficient

642(f)(10) Develop procedures for identifying children who are limited English proficient, and informing the parents of such children about the instructional services used to help children make progress towards acquiring the knowledge and skill described in section 641A(a)(1)(B) and acquisition of the English language.

All agencies in this agreement will work with families identified with limited English proficiency to the fullest extent possible by the use of interpreters, and when possible, bilingual staff. The program will access other community services, including English Language Learner (ELL) program, as necessary to ensure a smooth transition into the public schools.

3. Collaboration

641A (E) Include information on the innovative and effective efforts of the Head Start agencies to collaborate with the entities providing early childhood and development services or programs in the community and any barriers to such collaboration that the agencies encounter.

Early childhood education programs under this agreement work in active collaboration with a variety of community agencies including but not limited to the following:

- a) Family & Children First Councils
- b) Department of Job and Family Services (family support and child care)
- c) Preble County General Health District
- d) Help Me Grow
- e) Children's Services
- f) Preble County ESC representing National Trail Local Schools, Eaton Community Schools, Tri-County North Local Schools, and Twin Valley Local Community Schools
- g) Preble Shawnee Local Schools
- h) Local Medical and Dental Providers
- i) County Board of Developmental Disabilities
- j) BCESC/Preble County Head Start
- k) CORS/Preble County Early Head Start

4. Coordination of Services

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641 (H) The plan of such applicant to coordinate and collaborate with other public or private entities providing early childhood education and development programs and services for young children in the community involved, including:

(i) Programs implementing grant agreements under the Early Reading First

Currently, there are no programs available for partnership.

(ii) Other preschool programs under Title I of that Act (20 U.S.C. 6301 et seq.)

Currently, there are no programs available for partnership.

(iii) Programs under section 619 and part C of the Individuals with Disabilities Education Act (20 U.S.C. 1419, 1431 et seq.)

BUTLER COUNTY ESC works closely with the preschool screening and evaluation team of the district to refer children for additional screening to determine if there is a suspected disability. If a disability is suspected then the preschool team will pursue an evaluation, and finally write the Evaluation Team Report. This collaborative effort is essential now that Head Start can count only the children with LEA based IEPs as children with disabilities as part of the 10% enrollment requirement and Preble County Early Head Start can only count children with a Help Me Grow IFSP. BUTLER COUNTY ESC works in collaboration with the public school districts to provide Itinerant Preschool Special Education services in the Head Start Classroom, where appropriate, to assure that children are receiving services in the Least Restrictive Environment (LRE) with their typically developing peers, to limit the number of transitions for children, and to make the best use of all resources.

(iv) State pre-kindergarten programs

The Preble County ESC currently provides a state-funded ECE program in Preble County.

(v) Child care programs

CORS is currently operating *Kids Learning Place* in Preble County in partnership with A Place to Grow.

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Early childhood education programs included in this agreement make every effort to ensure a smooth transition for children entering their local public school system by planning and implementing activities for both the children and parents prior to leaving preschool. Transition data is prepared and sent to the school district in which the child resides.

5. Definition of Service Areas

1. *Define areas where local entity and Head Start/Preble County Early Head Start provide services to children*

The programs are located at:

- Preble County Early Head Start at Kids Learning Place – Eaton 115A West Saint Clair St. Eaton , Ohio 45320
- BCESC Head Start at The United Methodist Church – 3147 US 40 Lewisburg, Ohio 45338
- BCESC Head Start at Camden Primary – 120 Bloomfield Street Camden, Ohio 45311
- BCESC Head Start at Preble County ESC—597 Hillcrest Drive Eaton, Ohio 45320
- BCESC Head Start at East Elementary---506 Aukerman Street Eaton, Ohio 45320
- BCESC Head Start at National Trail Junior High School—6940 Oxford Gettysburg New Paris, Ohio 45347
- PCGHD/Preble County Help Me Grow—615 Hillcrest Drive Eaton, Ohio 45320
- PCESC ECE Preschool Program—597 Hillcrest Drive Eaton, Ohio 45320
- PCESC Twin Valley Elementary Preschool Program—100 Education Drive West Alexandria, Ohio 45381
- PCESC East Elementary Preschool Program—506 Aukerman Street Eaton, Ohio 45320
- Preble County DD/Early Intervention—200 Eaton Lewisburg Road Eaton Ohio 45320
- Preble Shawnee’s Camden Primary Preschool Program—120 Bloomfield Street Camden, Ohio 45311

6. Joint Training

Opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, and social and emotional development will be encouraged.

1. *642A (4) Organize and participate in joint training, including transition-related training for school staff and Head Start*

Staff

Training opportunities for early childhood staff will be communicated through the ECCC. Agencies in this agreement will identify shared Professional Development opportunities. Professional Development includes a wide variety of topics: related curriculum, classroom instruction, child assessments, working with families, child care licensure, and kindergarten transitions.

Specific trainings designated by the child’s IEP/IFSP (i.e. special medical concerns, etc.) will be arranged with parents and all staff who provide or may provide services to the child.

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7. Transition

A. Transition from Head Start to Kindergarten

Communication and parent outreach for smooth transitions to kindergarten

1. 642A (1) Develop and implement a systematic procedure for transferring the Transition Skills Summary, with parental consent, to the school in which such child will enroll.

This will be accomplished through the use of transition packets.

2. 642 (5) Establish comprehensive transition policies and procedures that support children transitioning to school, by engaging the local educational agency in the establishment of such policies

3. 642 (6) conduct outreach to parents and elementary school (such as kindergarten) teachers to discuss the educational, developmental and other needs of individual children

4. 642 (7) Help parents of limited English proficient children understand:

- a) The instructional and other services provided by the school in which such child will enroll after participation in Head Start; and*
- b) As appropriate, the information provide to parents of limited English proficient children under section 3302 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7012).*

BUTLER COUNTY ESC will assist parents of limited English proficient children in understanding the school enrollment process for their children by working with the school district for appropriate referrals and by interpreter services when necessary.

5. 642 (8) Develop and implement a family outreach and support program, in cooperation with entities carrying out parental involvement efforts under Title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq.), and family outreach and support efforts under subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C.11431 et seq.), taking into consideration the language needs of parents of limited English proficient children.

BUTLER COUNTY ESC will provide support in accordance with the McKinney-Vento Homeless Assistance Act.

B. Transition from Preschool Special Education to Kindergarten

According to 3301-51-06 of the Operating Standards for Ohio Educational Agencies Serving Children with Disabilities (effective July 1st, 2014), a school district of residence must ensure that a reevaluation of each child with a disability is conducted:

- (a) If the school district determines that the educational or related services needs, including improved academic achievement and functional performance, of the child warrant a reevaluation; or

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(b) If the child's parent or teacher requests a reevaluation

(c) When a child, who has met the eligibility criteria for a developmental delay, transitions from preschool to school-age services; or

(d) In order to make a change in disability category

C. Transition from Help Me Grow (Part C) to LEA (Part B)

All children in the HMG system eligible for Part C must have a transition planning meeting. The LEA is required to attend the meeting when these two conditions exist: 1) the child has a suspected disability under Part B; and 2) the HMG Service Coordinator invites the LEA with parental/guardian permission. The parent may also request for a Head Start/Preble County Early Head Start representative or other agency to be at this meeting. Specific timelines are needed to ensure smooth and timely transitions. These timelines affecting transition will be monitored and coordinated by the HMG Service Coordinators.

These timelines include the following:

Six to nine months prior to the child's third birthday, written permission from the family will be obtained by the HMG Service Coordinator to allow the LEA to attend an IFSP transition planning meeting. The family will also be assisted in making the referral and completing the necessary paperwork. At this time, the family will also be asked to sign a release of records so that records may be forwarded to the LEA representative one or two weeks prior to the transition planning meeting IFSP meeting. The families' vision for their child should also be included in these records.

At least 90 days and up to nine months prior to the child's third birthday the IFSP transition planning meeting shall occur. It will be held in a mutually agreed upon location and time and any accommodations needed shall be provided (e.g. accessibility, interpreters, etc.) Each team member will receive written notification of the meeting at least one week prior to assure attendance. The HMG Service Coordinator will send this written notification to all parties involved including the LEA.

The LEA and/or their representative attend the IFSP transition planning meeting if the child may be eligible for Part B services. The LEA will have reviewed the records prior to the transition conference. If there is sufficient information available to determine a suspected disability the process and rights will be explained to the parents. With parental permission, Part B evaluation process will then begin. If there is not enough data to determine a suspected disability, the parent must be provided a Prior Written Notice (PR-01) of that determination and a copy of the procedural safeguards.

Any child, with a suspected disability referred to HMG 45 days or less before his/her 3rd birthday will be referred directly to the LEA or other community programs as appropriate.

Any child suspected of having a disability referred to HMG 46-90 days before his/her 3rd birthday will be assigned a service coordinator, who will begin transition planning. HMG will work with the LEA to conduct an evaluation for eligibility and write an IFSP to reflect transition planning.

D. Preble County Early Head Start to Help Me Grow

Preble County Early Head Start will conduct developmental screenings for all Preble County Early Head Start children within 45 days of entering the program. If a developmental delay or disability is suspected, Preble County Early Head Start will make a system referral to Help Me Grow. Within 45 days of program referral, an evaluation will be completed, and if eligible for Help Me Grow Part C/Early Intervention services, an IFSP will be written.

E. Preble County Early Head Start to Head Start/preschool

All typically developing children should transition from toddler class or home-based program to Head Start/preschool according to the following schedule:

EHS staff and families will discuss toddler's transition 6 months prior to child turning three. If possible, introduce family members to the preschool teacher and tour the preschool classroom as part of this meeting or encourage parents to visit on their own.

Head Start staff, if available, will visit the toddler in the Preble County Early Head Start classroom or in the home of the child to meet with Primary Caregiver or Home Visitor to plan for the transition.

Children transitioning into half-day programs may need to wait until the new program year depending on the time of transition, excluding children with disabilities.

Children with an IFSP that have an individualized transition plan drawn up by that IFSP team will follow the same review plan as EHS families. Designees from both the infant and toddler and preschool programs should be present at this IFSP meeting in order to present options for services, which may necessitate a variation in the schedule. Other services may be provided as deemed necessary.

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F. Head Start to LEA special education services (Head Start Screening Timeline)

Head Start will conduct developmental screenings for all Head Start children within 45 days of entering the program.

With parental consent, Head Start will contact the LEA if a disability is suspected. The evaluation process and timelines are outlined in 3301-51-06 of the Operating Standards for Ohio Educational Agencies Serving Children with Disabilities.

G. Help Me Grow to Head Start

All children exiting Help Me Grow will be offered preschool options including Head Start at their transition planning conference.

H. Public Information Dissemination

Public information dissemination and access to programs for families contacting the Head Start program or any of the preschool programs:

1. *642(e) (1) Generate support and utilize the resources of the entire local community in order to improve School Readiness.*

Collaborative groups within Preble County include FCFC, ECCC, and Preble Child and Family Health Services Collaborative.

BUTLER COUNTY ESC will work with designated district personnel, as identified by each superintendent. Such personnel include but are not limited to the following: school liaison for the homeless and school health staff. The purpose of establishing these channels of communication is to ensure that as much information as possible is shared about services for homeless children as well as to fully understand the health requirements for children entering each school district.

I. Selection Priorities

Selection Priorities for eligible children to be served by programs

1. *642A (13) Develop and implement a system to increase program participation of underserved populations of eligible children.*

Early childhood education programs included in this agreement agree to support participation through referral and enrollment efforts throughout the year. Outreach efforts include public service announcements, submission of articles and photographs to the local media, and wide distribution of community fliers through various agencies and churches as well as to current families. Participation in community events, on

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advisory boards, and in other collaborative activities provides opportunities to share information that can be disseminated to families who would benefit from early childhood education programs. Special emphasis is on providing information to school district personnel for sharing with families enrolled in their buildings and districts.

ROLES & RESPONSIBILITIES

PREBLECOUNTYSCHOOLS/ PREBLE COUNTY ESC	PREBLE COUNTY CORS PREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START	PREBLE COUNTY HELP ME GROW
Ohio School districts are required by the child identification process provisions of Public Law 108-446 (IDEA Reauthorization 2006) to locate, identify and evaluate all children (birth through age 21) residing within boundaries who may be eligible for special education services (Public Law 108-446); Ohio school districts are required to identify children with disabilities birth through age 21 and provide services to children ages three through five years who are determined eligible and in need of special education and related services <i>(Operating Standards for Ohio Schools Serving Children with Disabilities).</i>	Head Start grantees and delegates are required to serve a minimum of 10% of their funded enrollment for children with identified disabilities. Said children are expected to participate in the full range of Head Start activities in an integrated setting with their typically developing peers, and to receive needed special education and related services. [45CFR 1308 (A) and Head Start Act of 2007] [Refer to Head Start Performance Standards on Services for Children with Disabilities.] To support individualization for children with disabilities in their programs, Preble County Early Head Start must assure that services for enrolled infants and toddlers with disabilities and their families support the attainment of the expected outcomes contained in the IFSP identified under Part C of IDEA. (Revised Head Start Program Performance Standards 1304.20(f)(2). Head Start must assure that disability services for preschool aged	The Ohio Department of Health is the designated lead agency for the planning, development, and implementation of a statewide system of Help Me Grow services for infants and toddlers under three years of age with delays or disabilities as described under Rule 94-13V, as enacted by the Education of the Handicapped Act Amendments of 1986, 100 Stat. 1145 (1986), 20 USC 1471 et seq., as amended (Part “C”). Part C is governed by the Early Intervention Program for Infants and Toddlers with Disabilities as enacted in 1986 under the Individuals with Disabilities Education Act (IDEA:20 U.S.C. Section 1431 et seq.) IDEA was later reauthorized by Congress in 1997 with the law becoming effective July 1, 1997. Final federal regulations became effective March 1999 and are found in Title 34, Code of Federal Regulations, Part 303. (Federal Law Amendments 2004) The Ohio Department of Health Bureau for Children with

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	children within the program are provided as identified in their IEP.	Developmental and Special Health Needs (BCDSHN) is responsible for assuring the provisions for Help Me Grow services occurs through local HMG service providers. Preble County FCFC is responsible for assuring that the following provisions for HMG services occurs through Preble HMG service providers:
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ROLES & RESPONSIBILITIES (Continued)

PREBLE COUNTY LOCAL EDUCATION AGENCIES	PREBLE COUNTY CORS PREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START	PREBLE COUNTY HELP ME GROW
Ages three through 21 <ul style="list-style-type: none"> ▪ To assure that the parents are equal partners in the process and that parental rights are respected with regard to identification and evaluation ▪ To assure provision of services for children ages three years through 21; ▪ To assure an exchange of information; ▪ To assure screening services (as part of differentiated referral) for children ages three years through age 21; ▪ To assure that Evaluation Team Reports are conducted to determine 	Birth to age 5 <ul style="list-style-type: none"> ▪ To provide developmental screening within 45 calendar days of initiation of child services; within 30 days for migrant families or when program is less than or equal to 90 days in length; ▪ To assure that necessary referrals for further screening and evaluation to determine eligibility for services occurs; ▪ To assist in the development of an IEP or IFSP with written parent permission. ▪ To collaborate with other community resources to assure service delivery. 	Birth to age 3 <ul style="list-style-type: none"> ▪ To assure a comprehensive child find system, consistent with Part C, including a system for making referrals to service providers which includes timelines and provides for participation by primary referral sources; ▪ To assure a timely, comprehensive, multidisciplinary evaluation of each eligible infant and toddler to identify the strengths and needs of the family to appropriately assist in the development of the infants and toddlers; ▪ To assure the development of an IFSP for each eligible infant and toddler including coordination of services;

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<p>eligibility for services for children three through age 21;</p> <ul style="list-style-type: none"> To develop IEP for children eligible for special education services. 		<ul style="list-style-type: none"> To assure implementation of Part C Procedural safeguards. Procedural Safeguards represent the assurance and process provided by the IDEA that protects parent's and eligible children's rights as outlined in law. Procedural safeguards provide standards for accountability, consistency and a means for settling disputes in a fair and equitable manner.
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ASSURANCE OF MAINTENANCE EFFORT

PREBLE COUNTY LOCAL EDUCATION AGENCIES	PREBLE COUNTY CORS PREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START	PREBLE COUNTY HELP ME GROW
<p>The local education agency (LEA) is responsible for assuring a free, appropriate public education for eligible preschool children at no expense to the family (FAPE).</p> <p>The Preble County ESC Preschool Coordinator or Preble Shawnee Special Education Director as a member of the ECCC, will consult on a regular basis as needed to discuss referral and transition issues.</p>	<p>CORS Preble County Early Head Start and BUTLER COUNTY ESC Head Start are committed to maintaining efforts and fiscal support to provision of services to children with disabilities.</p> <p>The Head Start Site Base Manager and the CORS Early Childhood Services Coordinator (or their designee) as members of the ECCC will consult on a regular basis as needed to discuss referral and transition issues.</p>	<p>Preble County FCFC is responsible for assuring that provisions for Help Me Grow services occurs through local HMG service providers</p> <p>The Help Me Grow Contract Manager/Supervisor (or designee) as a member of the ECCC will consult on a regular basis as needed to discuss referral and transition issues.</p>

CHILD FIND (Part 1)

PREBLE COUNTY LOCAL EDUCATION AGENCIES	PREBLE COUNTY CORS PREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START	PREBLE COUNTY HELP ME GROW
<p>The Ohio Department of Education is the lead agency for Part B, ages 3 through 21, and the Ohio Department of Health is the lead agency for Part C, birth through age two. In conjunction with the local HMG service system, the local education agency retains responsibility for the location and identification of all children with disabilities from three through age 21.</p> <p>The school district where the parent resides will assume the responsibility for Child Find in their respective areas. They will work closely with the Preble County Help Me Grow and the Preble County Board of Developmental Disabilities, to determine which children will be included in these numbers.</p> <p>All public school districts in Preble County will respond to referrals for special education by:</p> <ul style="list-style-type: none"> ▪ Reviewing student data and determining if a disability is suspected. If a disability is suspected then the LEA will initiate 	<p>BUTLER COUNTY ESC will work collaboratively with Preble County ESC in identifying children for Child Find (age 3 to 5).</p> <p>Infants and toddlers in CORS Preble County Early Head Start that are identified under the local Child Find will be done in collaboration with HMG whenever possible.</p>	<p>Ohio Child Find is the joint responsibility of ODE and ODH as the lead agencies under IDEA, Parts B & C therefore, coordinated efforts of these respective agencies, their local counter parts, and early childhood service providers will benefit both families and the communities.</p> <p>Preble County Help Me Grow services for infants and toddler are provided through the local HMG Program in conjunction with other service providers as necessary.</p>

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<p>paperwork for an evaluation for preschool special education services.</p> <ul style="list-style-type: none"> If more information is needed, then the LEA team (with parent permission) will gather more information through collecting records and additional screening. This data will be used by the team to determine if a disability is suspected. 		
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CHILD FIND (Part 2)

PREBLE COUNTY SCHOOLS/ PREBLE COUNTY ESC	PREBLE COUNTY CORS PREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START	PREBLE COUNTY HELP ME GROW
<p>Preble County is committed to serving young children and their families. In this manner, all children identified with disabilities and their families are afforded the following:</p> <ul style="list-style-type: none"> A free, appropriate public education for ages three through five (FAPE) An Individualized Education Program Due Process Confidentiality Child Find and identification <p>Eligibility criteria for special education and related services will be determined according to state requirements described in (<i>Operating Standards for Ohio Schools Serving Children with Disabilities</i>). These state rules determine eligibility in</p>	<p>The Head Start Site Manager must refer a child to the LEA for evaluation as soon as:</p> <ul style="list-style-type: none"> Screenings are completed Concerns are addressed with interventions A disability is suspected <p>[Refer to 45 CFR 1308. 4(f)].</p> <p>Preble County Early Head Start must use the ODH definition of disability and delay for ages birth to three [1304.3(a)(2)].</p> <p>Preble County Early Head Start must refer a child to the HMG Program [1304.2(f)(92)(ii)] as soon as:</p> <ul style="list-style-type: none"> Screenings are completed A delay is suspected 	<p>Help Me Grow services means services that are designed to meet the developmental needs of each eligible child and the needs of the family, related to enhancing the child's development and are selected in collaboration with the parents. Ohio must provide services to two groups of children:</p> <ul style="list-style-type: none"> Those who are experiencing developmental delays, and Those who have a diagnosed medical or social-emotional condition that has a high probability of resulting in a developmental delay. <p>Parents have the right to consent or to refuse evaluation, assessment, and Help Me Grow services. Written parental consent must be</p>

<p>accordance with the requirements of (IDEIA: Individuals with Disabilities Education Improvement ACT of 2006).</p> <p>The process of identification, referral, and evaluation protected under procedural safeguards begins as soon as a child is referred for a suspected disability.</p> <p>Parents have the right to consent or to refuse evaluation, assessment, and special education services.</p>	<p>These programs will use developmentally researched based instruments for screening.</p>	<p>obtained before conducting the initial evaluation and assessment, and also before the initial IFSP is developed.</p>
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REFERRAL PROCESS (Part 1)

PREBLE COUNTY SCHOOLS /PREBLE COUNTY ESC	PREBLE COUNTY CORS PREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START	PREBLE COUNTY HELP ME GROW
<p>“Differentiated referral procedures” means the planning, implementation, and evaluation of interventions conducted prior to referral for a multi-factored evaluation; if during the differentiated referral process, a child is suspected of having a disability, a referral for an ETR is made.</p> <p>All public school districts will advise parents of Procedural Safeguards under IDEA.</p>	<p>Butler County ESC Head Start or CORS Preble County Early Head Start will:</p> <ul style="list-style-type: none"> ▪ Screen all children within 45 days with an age appropriate instrument ▪ Obtain release of information from parent to refer child ▪ Formally refer to LEA or HMG provider any child who demonstrates a significant delay that could result in a disability or who has a diagnosed disability or a suspected significant delay(i.e., two standard deviations in one area or one and a half standard deviations in 2 or more areas) 	<p>All screenings and evaluations on infants and toddlers must be completed in 45 calendar days from the date of program referral to HMG. Screenings shared by Preble County Early Head Start will not need to be duplicated, if the information is current. In accordance with HIPPA regulations, copies of health information that may be important for referral to LEA for a suspected or documented disability could be shared with the parent who could then share with the LEA.</p>

	<ul style="list-style-type: none"> Assist in the evaluation process whenever possible Share results of any screenings, evaluations, and observations (with permission) Actively involve and educate parents in this process <p>Information that may be shared includes, but is not limited to screening information, on-going child development information, staff observations, and other screening results completed by the agency.</p> <p>In accordance with HIPPA regulations, copies of health information that may be important for referral to LEA for a suspected or documented disability could be shared with the parent who could then share with the LEA.</p>	<p>Children identified as eligible for Part C services per the Help Me Grow Ohio Administrative Code will be referred by the HMG Service Coordinator, with parent permission, to Preble County DD for services provided by their EI Specialist and to other appropriate agencies for any other therapies as needed.</p> <p>A quarterly Early Track report containing the following information is provided to the LEA within 10 calendar days of the report run date:</p> <ol style="list-style-type: none"> 1) The names, addresses, birth dates, SSID number, parent(s)' names and telephone numbers for children with developmental delays or disabilities eligible for Part C services, who have an IFSP, and will be turning three (3) years old within the next twelve (12) months. 2) Case conferencing will occur between the LEA and HMG staff to discuss upcoming transitions. Referrals for children transitioning at age 3 from HMG/Part C, who are eligible for Part B services, will be made per the HMG rule.
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REFERRAL PROCESS (Part 2)

PREBLE COUNTY LOCAL EDUCATION AGENCIES	PREBLE COUNTY CORSPREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START	PREBLE COUNTY HELP ME GROW
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<ul style="list-style-type: none"> ▪ Once it has been determined a child has a suspected disability for assessment, parental consent will be obtained and the process will be completed in 60 days. ▪ The LEA will share results of the Evaluation Team Report (ETR) in writing within 60 days of signed permission. ▪ Head Start will be invited to IEP meeting if Head Start initiated the referral or if Head Start is being considered as a placement site. 	<p>Head Start and Preble County Early Head Start will assist in getting releases signed and planning with parent to attend screening or evaluation appointments.</p>	
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CHILD AND FAMILY PLANS

<p>PREBLE COUNTY SCHOOLS/ PREBLE COUNTY ESC</p>	<p>PREBLE COUNTY CORS PREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START</p>	<p>PREBLE COUNTY HELP ME GROW</p>
<p>IEPs will be developed in accordance with <i>Operating Standards for Ohio Schools Serving Children with Disabilities</i>.</p> <p>If the ETR indicated the need for special services and the team, including the parents agreed, an IEP will be written. If Head Start initiated the referral or if Head Start is being considered as a possible placement site, the public school will invite a Head Start representative to attend the IEP meeting.</p>	<p>When the LEA develops an IEP, the strengths and needs of the child and family will be jointly addressed as they relate to the disability with BUTLER COUNTY ESC Head Start participation. This may be done on the IEP and any other child/family documents.</p> <p>When the HMG develops an IFSP, the strengths and needs of the child and family</p>	<p>Every family that is eligible and provides consent for ongoing HMG services shall receive services guided by the IFSP. The IFSP is developed and signed by the parents and other team members within 45 calendar days of the program referral to HMG. Help Me Grow will take the lead in writing IFSP's for children eligible for HMG Part C services and Preble County Early Head Start children with a documented disability or significant developmental delay. The IFSP will take into</p>

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<p>The LEA team will review the results of the Evaluation Team Report and write the IEP.</p>	<p>will be jointly addressed as they relate to the disability with CORS Preble County Early Head Start participation. This may be done on the IFSP and any other child/family documents.</p> <ul style="list-style-type: none"> ▪ Collaboratively determine the least restrictive environment in which to deliver services 	<p>account the child's strengths and needs, as well as the family's concerns, priorities, and resources. The IFSP shall also include a statement of the outcomes to be achieved for the child and family and a statement of specific early intervention services necessary to meet the unique needs of the child and family. The HMG service coordinator is responsible for the implementation of the IFSP and coordination with other agencies and persons. IFSPs developed outside of Ohio will be honored by Ohio's HMG system provided the criteria used is comparable to Ohio's HMG.</p>
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<p style="text-align: center;">SERVICE DELIVERY</p>		
<p style="text-align: center;">PREBLE COUNTY SCHOOLS/ PREBLE COUNTY ESC</p>	<p style="text-align: center;">PREBLE COUNTY CORS PREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START</p>	<p style="text-align: center;">PREBLE COUNTY HELP ME GROW</p>
<p>The school district is responsible for assuring a free appropriate public education (FAPE) at no expense to the family.</p> <p>If the IEP team determines that the child's LRE is within the Head Start classroom, or other public or private preschool classroom, the IEP will be developed in accordance with the <i>Operating Standards of Ohio</i>.</p>	<p>Head Start and Preble County Early Head Start provide comprehensive services which include (education, health services, dental, medical, social/emotional health, nutrition, social services, and parental involvement). If it is an LEA administered IEP, BUTLER COUNTY ESC Head Start will:</p> <ul style="list-style-type: none"> ▪ Agree to review goals and objectives at least annually ▪ Inform the LEA of progress or barriers 	<p>Help Me Grow Services will be designed to meet the unique needs of infants and toddlers. IFSPs written in conjunction with Preble County Early Head Start will reflect a continuum of services.</p> <p>Each IFSP developed must include a statement of the natural environments in which Help Me Grow services shall appropriately be provided, including a justification of the extent, if any, to which</p>

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	<ul style="list-style-type: none"> Assure that releases of information are up to date <p>If it is an HMG administered IFSP, CORS Preble County Early Head Start will:</p> <ul style="list-style-type: none"> Agree to review goals and objectives at least annually Inform HMG of progress or barriers Assure that releases of information are up to date 	<p>the services will not be provided in a natural environment.</p> <p>Each family will be assigned a Service Coordinator to help implement the IFSP in partnership with the family.</p>
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TIMEFRAMES

PREBLE COUNTY SCHOOLS/ PREBLE COUNTY ESC	PREBLE COUNTY CORS PREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START	PREBLE COUNTY HELP ME GROW
The Preble County public schools must either obtain parental consent for an evaluation or provide the parent with Prior Written Notice within 30 days of a referral for an evaluation. The initial evaluation must be completed within 60 calendar days of receiving parental consent. The IEP meeting must be held within 30 days after the Evaluation Team Report meeting.	Children in BUTLER COUNTY ESC Head Start and CORS Preble County Early Head Start will start the evaluation process as soon as the need is evident (as noted in previous section Child Find Part 2) with written parental approval.	<p>For an infant or toddler who has been evaluated for the first time and determined to be eligible, a meeting to develop the initial IFSP must be conducted within 45 calendar days of the program referral to HMG.</p> <p>A periodic review of the IFSP for a child and the child's family must be conducted every 180 days or more frequently if conditions warrant, or if the family requests such a review. An annual review must be done every</p>

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<p>Children transitioning from Part C services and eligible for Part B services must have the IEP in place by the child's third birthday.</p> <p>Children who are transitioning from Part C to Part B and are turning 3 years old by December 1 may enter a preschool special education services program before their 3rd birthday if eligible, and both the IEP and IFSP teams agree.</p>		<p>year from the initial IFSP. Periodic reviews may be done by a meeting or other means. Annual reviews must be a meeting. Written notice of the meeting is required 10 days in advance.</p>
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TRANSITIONS

All activities will be in accordance with the procedures outlined in the State Cooperative Agreement on Transitions and Implementation Agreement Part C to Part B dated October 2006 .

PREBLE COUNTY SCHOOLS/ PREBLE COUNTY ESC	PREBLE COUNTY CORS PREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START	PREBLE COUNTY HELP ME GROW
<p>Districts follow procedures according to the <i>Operating Standards for Ohio Schools Serving Children with Disabilities</i> Transition Policy.</p> <p>Assurance of placement in the least restrictive environment and parental involvement should be included during this process.</p>	<p>BUTLER COUNTY ESC Head Start and CORS Preble County Early Head Start will follow the guidelines of the Federal Head Start Performance Standard and Procedures according to the Transition Policy.</p>	<p>Help Me Grow Transition Procedures will be followed according to the Ohio Administrative Code 3701-8-07.1.</p>

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PERSONNEL

As part of Ohio's commitment to provide a system of service to young children and their families that are equitable, personnel responsible for early intervention, special education, and related services will be qualified to do so under state/federal criteria.

PREBLE COUNTY SCHOOLS/ PREBLE COUNTY ESC	PREBLE COUNTY CORS/PREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START	PREBLE COUNTY HELP ME GROW
<p>Personnel conducting Evaluation Team Reports in accordance with (<i>Operating Standards for Ohio Schools Serving Children with Disabilities</i>) to determine eligibility for preschool special education and related services must meet the requirements set forth within published test administration requirements. Evaluations must be conducted in accordance with Ohio's Rules to determine a documented deficit.</p> <p>Preschool special education itinerant and center based teachers must be qualified in accordance with (<i>Operating Standards for Ohio Schools Serving Children with Disabilities</i>) as applicable.</p> <p>Related services personnel must be qualified in accordance with the Ohio Administrative Code and/or hold state licensure if contracted through other community agencies.</p>	<p>Under Ohio's Rules, a child identified as a preschool child with a disability may receive itinerant services within a community based program (such as Head Start).</p> <p>The Head Teacher qualification requirement for BUTLER COUNTY ESC Head Start programs is currently a minimum of an Associate's Degree in Early Childhood Education, or related field.</p> <p>CORS Preble County Early Head Start head teachers working with the Infant/Toddler population must have a Bachelor's Degree in Early Childhood Education.</p>	<p>Evaluations used to verify the eligibility of an infant or toddler for Early Intervention services shall be conducted by personnel, appropriately qualified through the agency or a state board.</p> <p>Help Me Grow staff must meet the minimum requirement per Ohio Administrative Code 3701-8-03 including education, training, and certification.</p> <p>Multiple agencies are involved who may have specific requirements for personnel qualifications.</p>

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PARENT'S RIGHTS AND PROCEDURES SAFEGUARDS FOR CHILDREN ELIGIBLE UNDER IDEIA

(Individuals with Disabilities Education Improvement Act 2006, P.L. 108-446)

PREBLE COUNTY SCHOOLS/ PREBLE COUNT ESC	CORS PREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START	PREBLE COUNTY HELP ME GROW
To assure the involvement of parents and families in all services provided to children with disabilities and to provide equity of service delivery systems, parents will be informed of their rights and given a full explanation of procedural safeguards as delineated under Public Law 108-446. The Ohio Administrative Strategies for parent involvement in referral, identification, evaluation, and placement processes must be in place to assure parent involvement in all aspects of the program (<i>Operating Standards for Ohio Schools Serving Children with Disabilities</i>). This includes the IEP process and can additionally include but is not necessarily limited to parent conferences, orientation meetings, classroom participation, etc. Parents will be encouraged to be actively involved in all aspects of their child's educational process.	When BUTLER COUNTY ESC Head Start and CORS Preble County Early Head Start notifies the LEA or Help Me Grow of a child suspected of having a disability, the following procedures will be followed: <ul style="list-style-type: none"> ▪ Written parental permission will be obtained for records release ▪ Pertinent information will be shared as appropriate ▪ The process will be explained to parents ▪ Staff will act as an advocate for parents when requested to do so ▪ All efforts will be documented in child's case notes 	To assure involvement of parents and families in all services provided to infants and toddlers with delays and/or disabilities and provide equity of service delivery systems, parents will be informed of their rights and a full explanation of procedural safeguards as delineated under Public Law 108-446. The Parent's Rights Brochure Booklet states that Early Intervention services are voluntary and equally available to all eligible families. Parents are involved in the decision making process, and have avenues for complaint processing.

DISPUTE RESOLUTION

A copy of the dispute resolution procedure for each LEA and/or organization will be on file at their local administrative office.

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PREBLE COUNTY SCHOOLS/ PREBLE COUNTY ESC	CORS PREBLE COUNTY EARLY HEAD START BUTLER COUNTY ESC HEAD START	PREBLE COUNTY HELP ME GROW
<p>Parents of preschool children with disabilities are afforded all rights in accordance with Ohio's Rules. The due process procedures include independent evaluations, mediation, Administrative review, due process hearings, records review and litigation.</p> <p>These procedures are outlined in (<i>Operating Standards for Ohio Schools Serving Children with Disabilities</i>) and will be followed regarding dispute with an agency providing services. This process may be initiated by Head Start, the school district of residence of the child, the parent, or other educational agency providing the special education and related services.</p> <p>Parent complaints regarding services provided by the school may be directed to the Ohio Department of Education/ Office of Early Learning and School Readiness. Complaints regarding services provided by the school district must be directed to the local school outlined in writing. If a local resolution is not forthcoming, written concerns will be forwarded to the Ohio Department of Education, Division of Early Childhood Education according to</p>	<p>Disputes arising as a result of implementation of this cooperative agreement will follow the procedures outlined in Rule 3301-51-08 Section L of the Ohio Administrative Code. This process may be initiated by Head Start, Preble County Early Head Start, the school district of residence of the child, the parent/guardian, or any other educational agency providing the special education and related services for the child. It includes mediation, administrative review, due process hearings, records hearings and litigation.</p> <p>The parents of a child with a disability attending Head Start have the right under IDEA to submit a formal written complaint with the Ohio Department of Education, Office for Exceptional Children.</p> <p>The parents of a child with a disability attending Preble County Early Head Start have the right to submit a formal written complaint with the Ohio Department of Health.</p>	<p>Disputes arising as a result of implementation of this cooperative agreement will follow the procedures outlined in the Ohio Administrative Code 3701-8-10. Preble County HMG has a Complaint and Dispute Resolution process.</p> <p>Parents/guardians of children in the HMG Program may register a complaint by contacting the HMG Contract Manager/Supervisor and filling out the Complaint Process form. Upon receipt the Contract Manager/Supervisor will review the complaint, discuss with the appropriate personnel, and make appropriate recommendations. If further action is needed, the HMG Contract Manager/Supervisor may take the complaint to the Early Childhood Coordinating Committee or the Preble County Family and Children First Council for further resolution. Preble County FCFC has a Dispute Resolution Policy in place. Part C families may at any time choose to by-pass the local process and go directly to the Ohio Department of Health.</p>

<i>(Operating Standards for Ohio Schools Serving Children with Disabilities).</i>		
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SPECIAL CIRCUMSTANCES

Children entering Ohio Programs with existing IEPs/IFSPs: Children may enter Ohio or transfer to another program with a current IEP (for a LEA, “current” means effective within the past 12 months). Head Start grantees and/or delegate agencies may initiate services based upon an IEP presented at the time of enrollment. Therefore, Head Start programs can accept the IEP presented upon enrollment and initiate services. The requirements for all Head Start programs are in 45 CFR 1308.19(k) “If a child enters Head Start with an IEP completed within two months prior to entry, services must begin within the first two weeks of program attendance.”

The LEA will follow the procedures outlined in the OSEP memo 96-5 regarding obligations of states and school districts to disabled students and their parents in interstate transfer situations. The OSEP Memo indicates that an existing IEP can be accepted by the LEA provided the IEP meets Part B of IDEIA and the state’s educational criteria.

When a Head Start program makes referrals to an LEA regarding services to an existing IEP, LEAs are encouraged to accept the IEP in accordance with the OSEP memo and, thereby, meet the unique needs and conditions of families, including migrant families. LEAs may choose to accept the IEP as stated in the local collaborative agreement reached with Head Start migrant programs and work together to provide services without re-evaluation based upon review of the ETR for eligibility criteria.

An IEP/IFSP conference will need to be convened regarding any IEP/IFSP modifications. All parties who may be expected to provide services will be invited to this conference.

In the case of migrant Head Start grantees and delegates, correlation and collaboration with existing Ohio Head Start and Department of Education Migrant Programs are encouraged. Efforts will be jointly made with Department of Education Migrant Programs and the Head Start Migrant Programs to effectively and efficiently track IEP information across state lines, assure that children migrate to Ohio with a current IEP, and cooperate to provide effective service delivery models that benefit the families of the migrant population.

Ohio’s HMG systems must provide services to two groups of children: Those who are experiencing developmental delays, and those who have a diagnosed medical or social-emotional condition that has a high probability of resulting in a developmental delay. IFSPs Part C developed outside of Ohio will be honored by Ohio’s HMG system provided the criteria used is comparable to Ohio guidelines.

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ACRONYMS FOR PREBLE COUNTY COOPERATIVE AGREEMENT

BCDSHN – BUREAU FOR CHILDREN WITH DEVELOPMENTAL AND SPECIAL HEALTH NEEDS

BCESC – BUTLER COUNTY ESC

CCS – CENTRAL COORDINATING SITE

CORS – COUNCIL ON RURAL SERVICES

DD – DEVELOPMENTAL DISABILITIES

ECCC – EARLY CHILDHOOD COORDINATING COMMITTEE'S

EI – EARLY INTERVENTION

ETR – EVALUATION TEAM REPORT

FAPE – FREE APPROPRIATE PUBLIC EDUCATION

FST – FAMILY STABILITY TEAM

FCFC – FAMILY & CHILDREN FIRST COUNCIL

FPA – FAMILY PARTNERSHIP AGREEMENT

HIPAA – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

HMG – HELP ME GROW

MFE – MULTI-FACTORED EVALUATION

IDEIA – INDIVIDUALS WITH DISABILITIES EDUCATION IMPROVEMENT ACT

IEP – INDIVIDUAL EDUCATION PROGRAM

IFSP – INDIVIDUAL FAMILY SERVICE PLAN

LEA – LOCAL EDUCATION AGENCY

OAC – OHIO ADMINISTRATIVE CODE

ODE – OHIO DEPARTMENT OF EDUCATION

ODH – OHIO DEPARTMENT OF HEALTH

OSEP--OFFICE FOR EXCEPTIONAL CHILDREN

PCESC – EDUCATIONAL SERVICE CENTER

PCGHD—PREBLE COUNTY GENERAL HEALTH DISTRICT

REGION V ACYF – REGION 5 ADMINISTRATION FOR CHILDREN YOUTH AND FAMILIES

SEA – STATE EDUCATION AGENCY