

# EATON BOARD OF EDUCATION REGULAR MEETING

## Google Meet Live Stream

June 8, 2020

6:00 p.m.

### I. Opening of the Meeting

A. Call to order – President

B. Roll Call

E. Beeghly \_\_\_\_\_ D. Durham \_\_\_\_\_ B. Myers \_\_\_\_\_ L. Noble \_\_\_\_\_ T. Parks \_\_\_\_\_

C. Pledge of Allegiance

D. Recognition of Visitors

1. Nick Weldy, Miami Valley Career Technology Center Superintendent, to provide an update on the MVCTC building project.

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

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

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

F. Executive Session

To consider the employment of a public employee or official.

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

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

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

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

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

## **II. Treasurer's Business – Rachel Tait**

### ***ADOPTION OF CONSENT AGENDA ITEM – FINANCIAL***

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

#### **A. The Treasurer recommends approval of the following:**

1. Approve minutes of the May 11, 2020 Regular Board Meeting.
2. Approve minutes of the May 18, 2020 Special Board Meeting.
3. Submission of Warrants for May.
4. Submission of Financial Report for May.
5. Submission of Investment Report for May.
6. Approve comprehensive insurance with Liberty Mutual Insurance at a cost of \$95,692.00.
7. Approve FY20 Supplemental Appropriations by Fund.

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

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

## **III. Reports**

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

## **IV. Old Business**

## **V. New Business**

### ***ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL***

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

#### **A. Resignations**

The Administration recommends approval of the following resignations.

1. Katherine Heitkamp, Teacher, resignation effective June 30, 2020.
2. Katherine Heitkamp, Assistant Band Director, resignation effective June 30, 2020.
3. Sandy Yount, Teacher, resignation effective July 31, 2020.

#### **B. Approval of Superintendent’s Contract**

The Board of Education recommends approval of the employment of Jeff Parker, Superintendent on a five (5) year contract, effective August 1, 2021 and ending July 31, 2026.

#### **C. Employment – Certificated Staff**

The Administration recommends the employment of the following personnel on a one-year limited contract for the 2020-2021 school year (July 1, 2020 – June 30, 2021.) Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations. Employment contingent upon completion of all local and state requirements including but not limited to background checks and appropriate licensure.

1. Shealan McAlister, Guidance Counselor
2. Hannah King, Teacher

#### **D. Employment – Language Tutor**

The Administration recommends the employment of Ayumi Brehm, Japanese tutor, for Limited English-speaking students in the 2020-2021 school year; to be paid at a rate of \$13.00 per hour, not to exceed 40 hours per week for a total not to exceed 900 hours.

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

The Administration recommends approval of the following extended service supplemental contract for the 2020-2021 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Shealan McAlister, High School Guidance Counselor – 20 days

#### **F. Approval of Psychologist Intern and Salary Schedule**

The Administration recommends approval of Elizabeth Staley as a Psychology Intern during the 2020-2021 School Year. Intern salary will be based on the State of Ohio's Minimum Teachers Salary Schedule. Salary to be paid through reimbursement from the Ohio Department of Education with no expense to the district expected. (Attachment A).

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

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

1. Elizabeth Geoit, Reserve Cheerleader Advisor (Football)
2. Elizabeth Geoit, Varsity Cheerleader Advisor (Basketball)
3. Elizabeth Geoit, Reserve Cheerleader Advisor (Basketball)
4. William Aukerman, Assistant Swim Coach
5. Nathan Islamovsky, Varsity Wrestling

#### **H. Employment of Non-certificated Extracurricular Position**

The following position has been posted and no employee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of this nominee on one-year limited contract for the 2020-2021 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Nan Silvers, Program Assistant class VI (Cross Country)
2. Mark Silvers, Assistant Cross Country Coordinator
3. Hannah Summers, Program Assistant Class VII (Cross Country)
4. Kevin Schaeffer, Reserve Girls Soccer
5. Denny Shepherd, Varsity Boys Basketball

#### **I. Employment of Non-certificated Extracurricular Position**

The following position has been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of this nominee on one-year limited contract for the 2020-2021 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Austin Fudge, High School Assistant Football – ½ stipend
2. Tommy Jones, High School Assistant Football – ½ stipend
3. Clint Buffenbarger, High School Assistant Football – ½ stipend

4. Chad Lee, High School Assistant Football – ½ stipend
5. Robbie Sams, Football – Middle School
6. Courtney Smith, Varsity Cheerleader Advisor (Football)
7. Abby King, 8<sup>th</sup> Grade Cheerleader Advisor (Football)
8. Abby King, 7<sup>th</sup> Grade Cheerleader Advisor (Football)
9. Courtney Smith, Cheerleader Advisor – Competition
10. Tim Appledorn, Reserve Golf
11. Matt Money, Varsity Boys Soccer
12. Andrew Bergeron, Reserve Boys Soccer – ½ stipend
13. Daniel Howard, Reserve Boys Soccer – ½ stipend
14. Michael Bacher, Varsity Girls Soccer
15. John Hitchcock, Varsity Girls Tennis
16. Parker Fields, Varsity Volleyball
17. Gerald Cornett, Reserve Volleyball
18. Steve Sullender, Reserve Boys Basketball
19. Joel Eck, 8<sup>th</sup> Grade Boys Basketball
20. Gerald Cornett, 7<sup>th</sup> Grade Boys Basketball
21. Dave Honhart, Varsity Girls Basketball
22. Maggie Neanen, Reserve Girls Basketball
23. Tim Appledorn, 7<sup>th</sup> Grade Girls Basketball
24. Kajsia Ruebush, Varsity Swim
25. Patrick Flanagan, Varsity Baseball
26. Maggie Neanen, Varsity Softball

**J. Employment – Temporary Positions**

The Administration recommends the following personnel as summer technology helpers, as needed, to be paid at a rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of ten (10) weeks and two (2) days; as needed from June 4, 2020 through August 14, 2020.

1. William Aukerman
2. Debra Finrock

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

The Administration recommends authorization for the following volunteer to operate the band equipment van without students aboard, during the 2020-2021 school year, contingent upon completion of all state and local requirements.

1. Todd White

**L. Authorization to Operate School Van**

The Administration recommends authorization for the following employees to operate a school van to transport students during the 2020-2021 school year, pending completion of all state and local requirements.

1. Harold Niehaus

**M. Volunteers**

The Administration recommends approval of the following volunteers for the 2020-2021 school year, contingent upon completion of all state and local requirements, including criminal background checks if necessary.

1. Aaron Hemmert, Volunteer Band Advisor
2. Jim McKinney, Volunteer Band Advisor
3. Corey Mowen, Cross Country Volunteer Coach
4. Eric Mendenhall, Volunteer Cheerleading Coach
5. Doug Mize, Volunteer Girls Basketball Coach
6. Harold Niehaus, FFA Volunteer Advisor
7. Taffie Ruebush, Volunteer Girls Basketball Coach
8. Michelle Sittloh, Volunteer Volleyball Coach
9. Devin Smith, Volunteer Golf Coach
10. Erin Springmier, Volunteer Girls Basketball Coach
11. Allison Thompson, Volunteer Girls Soccer Coach

**N. Create and Post Position - Administrative**

The Administration recommends creating and posting the following administrative position for the 2020-2021 school year. Salary and benefits to be paid in accordance with board policy and negotiated agreement.

1. Psychology Assistant

**O. Create and Post Position - Certified**

The Administration recommends creating and posting the following certified position for the 2020-2021 school year. Salary and benefits to be paid in accordance with board policy and negotiated agreement.

1. Intervention Specialist

**P. Approval of Job Description – Psychology Assistant**

The Administration recommends approval of the Psychology Assistant job description (Attachment B).

**Q. Approval of Job Description – School Psychologist Intern**

The Administration recommends approval of the School Psychologist Intern job description (Attachment C).

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

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

### ***ADOPTION OF CONSENT AGENDA ITEMS - ADMINISTRATIVE***

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

#### **R. Graduation List for 2020**

The Administration recommends approval of the list of graduates for the class of 2020 (Attachment D)

#### **S. Board Policy Updates**

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

1. Policy 1520 – Employment of Administrators
2. Policy 2464 – Gifted Education and Identification
3. Policy 3120 – Employment of Professional Staff
4. Policy 3120.04 – Employment of Substitutes
5. Policy 3120.05 – Employment of Personnel in Summer School and Adult Education Programs
6. Policy 3120.08 – Employment of Personnel for Co-Curricular/Extra-Curricular Activities
7. Policy 4120 – Employment of Classified Staff
8. Policy 4120.08 – Employment of Personnel for Co-Curricular/Extra-Curricular Activities
9. Policy 4121 – Employment Contract (New)
10. Policy 4162 – Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety-Sensitive Functions
11. Policy 5460 – Graduation Requirements
12. Policy 5460.02 – Students At-Risk of Not Qualifying for a High School Diploma (New)
13. Policy 6104 – Authorization to Accept and Distribute Electronic Records and to Use Electronic Signatures.

#### **T. Memorandum of Understanding – Classified Evaluations**

The Administration recommends approval of the Memorandum of Understanding between the Eaton Community Schools Board of Education and the Eaton School Support Personnel Association regarding the completion of classified evaluations for the 2019-2020 school year (Attachment F).

**U. Memorandum of Understanding – Classified Vacation**

The Administration recommends approval of the Memorandum of Understanding between the Eaton Community Schools Board of Education and the Eaton School Support Personnel Association regarding vacation carryover for classified employees who are employed for 11 months or more (Attachment G).

**V. Exempt and Administrative Employee Vacation**

The Administration recommends approval to permit Exempt Classified employees and employees under and Administrative Contract on a one-time, non-precedent setting basis to carry forward accrued and unused Use-or-Lose Vacation Time that would have been lost as of June 30, 2020 in the 2020-2021 school year. All carried forward vacation time must to be used on or before June 30, 2021, after which date any carried forward vacation time will be lost.

**W. Summer School Program**

The Administration recommends approval of the Summer School Program to provide intervention for students in grades K-5, June 22, 2020 through July 23, 2020 (Monday through Thursday). Staffing will include up to six (6) certificated teachers to paid at a rate of \$125.00 per day for up to eighteen (18) days at 4.5 hours per day. Duties will include planning, supervision, instruction and progress monitoring. To be paid through title money.

**X. School Breakfast and Lunch Prices**

The Administration recommends the following school breakfast and lunch prices for the 2020-2021 school year.

Breakfast grades K-5	\$2.10
Breakfast grades 6-12	\$2.20
Lunch grades K-5	\$2.85
Lunch grades 6-12	\$3.20
Adult Breakfast Prices	\$2.45
Adult Lunch Prices K-12	\$3.80

**Y. Bread and Milk Suppliers**

The Administration recommends approval of the district's bread and milk suppliers for the 2020-2021 school year as authorized by the Southwestern Ohio Educational Purchasing Council (EPC).

**Z. Authorize School Bus Bids**

The Administration recommends authorization for the Southwestern Ohio Educational Purchasing Council (EPC) to advertise and receive bids on behalf of the Board of Education for



school buses with selected options, according to specifications submitted for the cooperative purchase of any bus during the 2020-2021 school year.

**AA. Agreement with Preble County District Library**

The Administration recommends approval of the Serving Every Ohioan (SEO) Service Contract with the Preble County District Library for the 2020-2021 school year (Attachment H).

**BB. Agreement with DataServ**

The Administration recommends approval of the amended Managed Services Agreement with DataServ effective June 8, 2020 for a period of sixty (60) months (Attachment I).

**CC. Approval of Social Studies Subscriptions**

The Administration recommends approval of the following social studies subscriptions.

1. An agreement with TCI products for the five (5) year digital subscription to SSA! 5<sup>th</sup> Grade, for social studies (Attachment J).
2. An agreement with SAVVAS for a five (5) year digital subscription to myWorld History, myWorld Interactive American History, and myWorld Interactive World History for Eaton Middle School social studies (Attachment K)

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

The Administration recommends approval of the contract with Montgomery County Educational Service Center for services for fiscal year 2020 (Attachment L).

**EE. Agreement with Preble County Educational Service Center**

The Administration recommends approval of the contract with Preble County Educational Service Center for services for fiscal year 2020 (Attachment M).

**FF. Overnight Student Travel**

The Administration recommends approval to the following overnight student travel.

1. High School Cheerleaders and coaches, to Miami University Overnight Camp, July 9, 2020 through July 12, 2020.

**GG. Obsolete Items**

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

1. (685) Miscellaneous Library Books, with no monetary value.

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

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

## **HH. Discussion**

To discuss a date for the end of fiscal year board meeting.

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

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

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

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

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

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

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

## **VI. Adjournment**

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

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

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

### **Upcoming Meeting**

Meeting: Regular Board Meeting  
Date/Time: July 13, 2020 – 6:00 p.m.  
Location: East Elementary School

<b>State of Ohio Minimum Teachers Salary Schedule* (Master's Degree or Higher)</b>	
<b>Step</b>	<b>Salary</b>
0	\$ 21,900
1	\$ 22,860
2	\$ 23,820
3	\$ 24,780
4	\$ 25,740
5	\$ 26,700
6	\$ 27,660
7	\$ 28,620
8	\$ 29,580
9	\$ 30,540
10	\$ 31,500
11	\$ 32,460

## **Eaton Community Schools JOB DESCRIPTION**

---

<b><u>Title:</u></b>	<b>Psychology Assistant</b>
<b><u>Reports to:</u></b>	<b>Directory of Exceptional Children's Services and School Psychology</b>
<b><u>Employment Status:</u></b>	<b>Full-time</b>
<b><u>FLSA Status:</u></b>	<b>Exempt</b>

---

### **QUALIFICATIONS:**

1. Bachelor's Degree in Education or related field (psychology, social work, etc.)
2. Meets all mandated health requirements (e.g., a negative tuberculosis test, etc.)
3. Provides documented evidence of a clear criminal record.
4. Background in assessment preferred

### **GENERAL DESCRIPTION:**

Support the school psychologist(s) in providing psychology services to help students achieve maximum benefit from the school district's educational programs and services.

### **ESSENTIAL FUNCTIONS:**

1. Schedule meetings for evaluations and IEP team meetings.
2. Coordinate parent communication as part of evaluations & IEP meetings.
3. Review student records and prepare files for school psychologist to conduct evaluations.
4. Organize, distribute, and score rating scales.
5. Distribute reports.
6. Maintain district files both paper files and electronic ones.
7. Conduct observations, surveys, and achievement assessments under the supervision of the school psychologist.
8. Assist the school psychologist in summarizing data collected in preparation for report writing.
9. Assist in the collection and summary of data for behavior intervention plans under the supervision of the school psychologist.
10. Support the communication between the school psychologist and parents of students receiving special education services, teachers, special education coordinators and principals.
11. Assist the psychologist to ensure student files are current and maintained appropriately.
12. Engages in ongoing professional development on psychological assessment, behavior management, progress monitoring, data collection techniques, social skills and other targeted program needs.
13. Communicates in an effective professional manner.
14. Maintains confidentiality.
15. Maintains accurate organized records.
16. Complies with the state model policies and procedures for the education of children with disabilities.

Eaton Community Schools  
Psychology Assistant  
Page 2 of 3

17. Provides case management support.

**OTHER DUTIES AND RESPONSIBILITIES:**

1. Performs other duties as assigned by the Director of Exceptional Children's Services and School Psychology or Superintendent.

**KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of:

- Board policies and procedures
- Special education requirements and regulations
- Gifted education requirements and regulations

Ability to:

- Maintains a professional demeanor and a positive work attitude.
- Displays enthusiasm for the school psychology program.
- Skillfully manages individual, group, and organizational interactions.
- Expresses ideas effectively using verbal, nonverbal, and writing skills.
- Intervenes to avert problem situations and resolve conflicts.
- Organizes and manages time effectively.
- Travels to meetings and work assignments.
- Maintains an acceptable attendance record and is punctual.
- Interpret policies, procedures, and regulations

Skill in:

- Computer, copier, and other office equipment as required
- Technical tasks with a need to occasionally upgrade in order to meet changing job conditions.

**CONDUCT:**

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

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

**ADDITIONAL WORKING CONDITIONS:**

Occasional exposure to severe weather; loud noise; unruly children/adults; occupational hazards as documented on The Ohio Department of Health's Communicable Disease Chart, including the risk of head lice or bed bugs; blood; bodily fluids and tissue.

**TERM OF EMPLOYMENT:**

Two hundred sixty (260) days

Eaton Community Schools is an  
**EQUAL OPPORTUNITY EMPLOYER**  
We do not discriminate on the basis of race, religion, color, sex, age, national origin, ancestry or disability.

**PERFORMANCE EVALUATION:**

Performance of this position will be evaluated by the Director of Exceptional Children's Services and School Psychology in accordance with Board of Education policies.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

Eaton Community Schools is an  
**EQUAL OPPORTUNITY EMPLOYER**

We do not discriminate on the basis of race, religion, color, sex, age, national origin, ancestry or disability.

## **Eaton Community Schools JOB DESCRIPTION**

---

<b><u>Title:</u></b>	<b>School Psychologist Intern</b>
<b><u>Reports to:</u></b>	<b>Directory of Exceptional Children's Services and School Psychology</b>
<b><u>Employment Status:</u></b>	<b>Full-time</b>
<b><u>FLSA Status:</u></b>	<b>Exempt</b>

---

### **QUALIFICATIONS:**

1. Valid State of Ohio school psychologist intern license.
2. Meets all mandated health requirements (e.g., a negative tuberculosis test, etc.).
3. Provides documented evidence of a clear criminal record.
4. Demonstrates the ability to access community resources appropriate to the mental health needs of students.

### **GENERAL DESCRIPTION:**

Provides school psychology services to help students achieve maximum benefit from the client organization's educational programs and services. Identifies problems and recommends solutions. Encourages parental involvement.

### **ESSENTIAL FUNCTIONS:**

1. Consults with client organizations regarding school psychology services.
2. Helps multi-disciplinary teams identify and assess students with suspected disabilities. Assists with the formulation and implementation of Individualized Education Plans (IEP) for students meeting eligibility requirements.
3. Complies with the state model policies, procedures and guidelines for the education of children with disabilities. Collaborates with staff to ensure that services are provided in the least restrictive educational environment.
4. Participates in a differentiated referral system that allows staff and parents to request a multi-factored evaluation and/or consultation for non-disabled students.
5. Obtains student information using a variety of sources. Follows proper procedures to secure permission for the release of reports and records.
6. Administers diagnostic tests. Evaluates student learning aptitudes, language skills, adaptive behaviors, social skills, emotional development, motor development, and academic achievement. Interprets results and recommends intervention strategies. Helps parents and students understand academic and behavioral objectives.
7. Meets federal and State requirements for timelines for initial evaluations and reevaluations.
8. Serves as a resource to teachers. Recommends classroom modifications, teaching techniques, instructional materials, behavioral modification strategies, and/or adaptive equipment that will enhance the educational process.
9. Performs in an efficient manner to manage caseloads.
10. Reports evidence of suspected child abuse as required by law.



11. Supports an inclusive educational environment. Helps staff resolve problems related to the participation of students with disabilities in their peer group.
12. In cooperation with supervising psychologist, participates in the preparation of reports and records required by law, board policy, and/or administrative directive.
13. Ensures that all reports contain all required elements.
14. Protects the confidentiality of privileged information.
15. Establishes and maintains good rapport with district and ESC administrators.
16. Schedule meetings for evaluations and IEP team meetings.
17. Coordinate parent communication as part of evaluations & IEP meetings.
18. Review student records and prepare files for school psychologist to conduct evaluations.
19. Organize, distribute, and score rating scales.
20. Distribute reports.
21. Maintain district files both paper files and electronic ones.
22. Conduct observations, surveys, and achievement assessments under the supervision of the school psychologist.
23. Assist the school psychologist in summarizing data collected in preparation for report writing.
24. Assist in the collection and summary of data for behavior intervention plans under the supervision of the school psychologist.
25. Support the communication between the school psychologist and parents of students receiving special education services, teachers, special education coordinators and principals.
26. Assist the psychologist to ensure student files are current and maintained appropriately.
27. Engages in ongoing professional development on psychological assessment, behavior management, progress monitoring, data collection techniques, social skills and other targeted program needs.
28. Communicates in an effective professional manner.
29. Maintains confidentiality.
30. Maintains accurate organized records.
31. Complies with the state model policies and procedures for the education of children with disabilities.
32. Provides case management support.

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

1. Performs other duties as assigned by the Director of Exceptional Children's Services and School Psychology or Superintendent.

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

Knowledge of:

- Board policies and procedures
- Special education requirements and regulations
- Gifted education requirements and regulations

Ability to:

- Maintains a professional demeanor and exemplifies responsible leadership.
- Demonstrates leadership skills and advances the change process.

Eaton Community Schools is an  
**EQUAL OPPORTUNITY EMPLOYER**

We do not discriminate on the basis of race, religion, color, sex, age, national origin, ancestry or disability.

- Displays enthusiasm and articulates a vision for the school psychology program.
- Interprets information, formulates conclusions, and initiates appropriate actions.
- Skillfully manages individual, group, and organizational interactions.
- Maintains a positive work environment.
- Expresses ideas effectively using verbal, nonverbal, and writing skills.
- Intervenes to avert problem situations and resolve conflicts.
- Organizes and manages time effectively.
- Travels to meetings and work assignments.
- Maintains an acceptable attendance record and is punctual.

Skill in:

- Computer, copier, and other office equipment as required
- Technical tasks with a need to occasionally upgrade in order to meet changing job conditions.

**CONDUCT:**

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

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

**ADDITIONAL WORKING CONDITIONS:**

Occasional exposure to severe weather; loud noise; unruly children/adults; occupational hazards as documented on The Ohio Department of Health's Communicable Disease Chart, including the risk of head lice or bed bugs; blood; bodily fluids and tissue.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

## Final Grad List Class 2020

Logan Kelly Abrams	Cara Ann Fowler	Austin Michael Pugh
Kaylee Jean Adams	Hunter Lane Frost	Emily Dilara Quick
Ashlyn Dawn Aebischer	Hailee Keirsten Fudge	Jacob Allen Renner
Clayton Ray Adkins	Naudia Belle Fulton	Anthony Alberto Reyna
Nikita Heintz Albinus	Isabella Marie Gaydosh-Bruce	Kylie Mae Rice
Remington Colt Asher	Haley Diane Gibbs	Drew Garrett Roach
Dustin Scott Ashman	Ryan Levi Gibson	David Alexander Roark
Robert Michael Ashman	Peyton Bradley Zion Gilpin	Danielle Louise Roberts
Matthew Drake Austin	Adrianna Jocelyn-Taylor	Madison J. Sarver
Erin Olivia Azzalina	Gonzalez	Hikaru Sato
Briana Danielle Baker	Chayse Logan Lee Gray	Antonio Joseph Scheiderer
Whitley Ann Mae Baldwin	Samantha Christine Gregg	Zachary Andrew Schmidt
Ke'Anthony Jerome Bales	Austin Christopher Harness	Bryce Allan Wayne Schutte
Adam Leon Bane	David Michael Herzog	Xavier Jordan Sem
Carson Michael Barker	Gabriel Evan Hoff	Bailey RayAnn Shepherd
Chloe Marie Baxley	Savannah Haleigh Lynn	Amanda Maurine Shiflett
Zoe Nicole Baxley	Howard	Holden Dale Sittloh
Marcus Alexander Bean	Sierra Irene Nikkole Hurst	Katalina Paige Sizemore
Kylie Lynn Beare	Dylan Tyler Jackson	Cheyenne Elaine Smith
Seth Riley Bergen	Clair Christine Marie Janney	Elizabeth Lucille Smith
Rosemarie Ann Bowling	Porsha Seim Johnson	Montana Rae Smith
Whitney Paige Branson	Khushroop Kaur Kang	Kelsey Nicole Snyder
Benjamin Caleb Brewer	Lillian Jayne Ketron	Makayla Merrin Sparkman-Keck
Dillon Clay Brewer	Nathaniel Aaron Ketron	Makayla Jean Stamper
Benjamin Eugene Brock	Winson Lam	Taylor Charles Steinhurst
Daniel Ryan Brown	Christopher James Lane	Destiny Darlene Straszheim
Gabriel James Brown	Julianne Kimberly Leasure	Mackenzie Diane Sturgell
Lekendric Duane Brown	Jarod William Lee	Isabella Antoinette Trader
Dacey Rhyanne Burton	Ki'an Joseph Mahoney Leitch	Jacob Ryan Tucker
Brian Douglas Cash	Geneva Golden Marcum	Emily Madison Turner
Isaiah Robert Cash	Clarice Denee Marsh	Christopher Allan Blake Varney
Logan Michael Patrick Chapin	Jordan Anthony Marsh	Brianna Dawn Ward
Todd Alan Coates	Shelby Jade Mason	Zachary Collin Warner
Jordan Adrianna Cole	Alexander Lee Maynard	Walker Lee Weekly
Evan Giles Collins	Alexander James McCarty	Willow Kay Weekly
Joel Christopher Combs	Madison Raeann Michael	Kenley Daniel Weir
Makenzi Jane Cooper	Raya Sue Morgan	Olivia Katherine Wheeler
Vincent Martin Cresce	Jazzmen Michael-Woods	Grant Andrew White
Molly Elizabeth Curry	Lamine Daniel Ndiaye	Anna Elizabeth Wible
Corbin Michael Custer	Hayley Nicole Newman	Rilee Ann Worley
Madelania Diane Darr	Nevaeh Cheyenne Newman	Adam James Woxman
Ashley Malysa Davidson	Alexander Ray Newport	Jonathan Michael Wright
Joshua Woodrow Deshon	Izaak Patrick Nolan	Rebecca Kay Wright
Arielle Mikayla Detton	Harley Veronica Othersen	Abigail Charlene Wysong
Emily Paige Ditton	Alexis Dawn Owen	Michelle Faith Wysong
David Allen Driver	Lauren Elizabeth Pence	Amelia Lee Ybarra
Ashley Elizabeth Earley	Shaylen Alyce Perry	
Madeline Kate Ebright	Thomas Randall Perry	
Brianna Marie Ellison	Gabrielle Elizabeth Petry	

**See Appendix A**

## Memorandum of Understanding Classified Employee Evaluations

This Memorandum of Understanding is entered into by and between the Eaton Community Schools Board of Education (Board) and the Eaton School Support Personnel Association (Association) this 28<sup>th</sup> day of May, 2020.

WHEREAS, the Board and Association have entered into a Collective Bargaining Agreement (CBA) which is effective from June 29, 2017 through June 30, 2020;

WHEREAS, due to the coronavirus pandemic and the related school closures, the parties have agreed that it is impossible or impracticable to complete evaluations for bargaining unit members during the 2019-2020 school year; and

WHEREAS, the parties desire to resolve pending issues concerning the evaluation of bargaining unit members currently serving their probationary period.

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following language shall constitute their Agreement as it relates to this matter:

1. Any bargaining unit member who, as of March 17, 2020, was serving their probationary period as set forth under Article 10(A) of the CBA shall have an evaluation completed, and the bargaining unit members shall be subject to the terms of their probationary period. No non-probationary bargaining unit members shall receive an evaluation during the 2019-2020 school year.
2. The parties acknowledge that this MOU does not establish a precedent. The parties agree that it may not enter this MOU into evidence in support of any grievance, arbitration, lawsuit, unfair labor practice charge, or representation hearing, except to enforce the terms of the MOU. By entering into this MOU, the Board in no way relinquishes any management right.
3. All other provisions of the CBA currently in effect between the parties hereto not altered by this MOU 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 Association

For the Board of Education

BY: Sherry Hood

BY: \_\_\_\_\_

### Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the Eaton Community Schools Board of Education ("Board") and the Eaton School Support Personnel Association ("Association") this 28<sup>th</sup> day of May, 2020.

WHEREAS, the Board and Association have entered into a Collective Bargaining Agreement ("CBA") which is effective from June 29, 2017 through June 30, 2020;

WHEREAS, due to the coronavirus pandemic and the related school closures, the Board has operational needs with respect to the summer work, which will reduce vacation opportunities for full-time bargaining unit members who are employed for 11 months or more ("12-Month Employees"); and

WHEREAS, under Article 21, Section B of the CBA, vacation requests may be denied based on operational needs; and

WHEREAS, under Article 21, Section B(2) of the CBA, vacation days earned but not used in the year in which earned may be carried forward into the next year, but if not used by June 30 of the following year, the days carried forward are lost ("Use-or-Lose Vacation Time"); and

WHEREAS, the parties desire to resolve pending issues concerning the use and carrying forward of vacation leave for 12-Month Employees.

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following language shall constitute their Agreement as it relates to this matter:

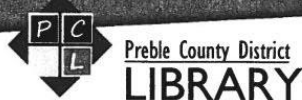
1. The Parties agree that no vacation time may be used by 12-Month Employees until July 1, 2020 unless approved by the employee's immediate supervisor. The Board reserves the right to limit the number of such employees who will be permitted to take vacation days off based upon operational needs.
2. The Board agrees to permit 12-Month Employees on a one-time, non-precedent setting basis to carry forward accrued and unused Use-or-Lose Vacation Time that would have been lost as of June 30, 2020 into the 2020-2021 school year. All carried forward vacation time must be used on or before June 30, 2021, after which date any carried forward vacation time will be lost.
3. The parties acknowledge that this MOU does not establish a precedent. By entering into this MOU, the Board in no way relinquishes any management right.
4. All other provisions of the CBA currently in effect between the parties hereto not altered by this MOU 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 Association

For the Board of Education

BY: Sherry Wood

BY: \_\_\_\_\_



Preble County District  
**LIBRARY**

Attachment H  
450 South Barron Street  
Eaton, Ohio 45320  
Phone: 937-456-4250  
Fax: 937-456-6092  
pcdl@preblelibrary.org

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

2020-2021

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

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

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

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

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

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

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

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

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



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

Eaton Community Schools

BY: John A. L. (Date 6/2/20)

ITS: Superintendent

Preble County District Library

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

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





31280 Viking Parkway  
Westlake, Ohio 44145  
1.800.560.7378  
www.dataservtech.com

## APPENDIX E SERVICE APPENDIX: MANAGEMENT AND MONITORING AS A SERVICE (MAAS)

### ADDENDUM 1 ADDENDUM DATE: APRIL 17, 2020

Services covered under this specific Appendix are (unless otherwise stipulated):

1. Service Details
  - a. DataServ will be providing multiple migrations and onboarding for up to twenty-eight (28) existing virtual servers and three (3) existing ESX hosts (hypervisors) from Eaton Community Schools to SWOCA. In addition, DataServ will be upgrading all necessary outdated operating systems. Once all migrations are completed, the compute environment will be consolidated down to an estimated nine (9) virtual servers and (2) ESX hosts (hypervisors).
  - b. Migrations and onboarding activities include (with limited disruption to Eaton Community Schools):
    - i. Building a detailed project plan that support all phases and will be reviewed with all parties.
    - ii. Work with SWOCA's technical team to ensure that their compute platforms are configured for the first migration
    - iii. Perform migration of all systems to SWOCA's data center
    - iv. Testing
    - v. Consolidation of existing servers and decommissioning of servers no longer required
    - vi. Upgrade operating systems
    - vii. Manage SPLA licensing
  - c. Current monthly Management and Monitoring as a Service solution along with the current Back Up, Monitoring, Restoration and Disaster Recovery Services will terminate upon the completion and sign off for the migration and onboarding activities and the service start date as listed on the first invoice for this Service Appendix.
  - d. Once consolidated, DataServ will be providing System Management and Monitoring services for (9) virtual servers and (2) ESX hosts (hypervisors).
  - e. Systems Management:
    - i. DataServ will act as the primary responsible party for Customer:
      1. Internal IP addressing schema
      2. DHCP
      3. DNS
      4. Active Directory
      5. System level login and passwords
      6. Moves, adds and changes of personnel
  - f. Server, Storage and Systems Software Monitoring/Management:
    - i. Patch management
    - ii. Operating system monitoring
    - iii. Operating system software update/upgrade (within the same version)
    - iv. Virtualization of systems software update/upgrade (within the same version)
    - v. Anti-virus protection
    - vi. Application/database monitoring (where defined)
    - vii. Hardware monitoring
    - viii. Storage systems
    - ix. Critical services
  - g. Server ESX Hosting Monitoring:
    - i. Monitoring of hosts and notifications

Customer Initial: \_\_\_\_\_

DataServ Initial: \_\_\_\_\_



31280 Viking Parkway  
Westlake, Ohio 44145  
1.800.560.7378  
www.dataservtech.com

## 2. Term

- a. The Initial term of this Service shall be a period of sixty (60) months. DataServ will provide a renewal proposal sixty (60) days prior to the Agreement expiration.

## 3. Service Fees

- a. Fees are monthly unless otherwise specified.  
b. If a change to the Customer environment occurs that increases the quoted usage amounts, DataServ will adjust the Customer's bill to include the additional services.

Service	Monthly Payment
Server Monitoring, Administration and Patch Management	\$5,858
Note: If applicable, the prices does not include sales tax.	
Payment Method:	Check
Payment Terms:	Prepaid
Billing Cycle:	Monthly

## 4. Early Termination

- a. If the Customer chooses to terminate this Service prior to the end of the Term, the Customer agrees to pay DataServ an early termination charge equal to:
- i. the sum of 100% of the charges for the balance of the term of this Agreement for termination occurring during months 1 to 60;
  - i. any non-recurring fees that DataServ may experience from other suppliers in accordance with cancelling the Customer's service; and
  - ii. any outstanding invoices still owed.
- b. Such payment shall be due within thirty (30) days of termination. If such payments are not received in the thirty (30) day window, the Customer agrees to assume all costs related to DataServ's efforts to collect the balance, including any applicable attorney and/or all court costs.

## 5. Service Level Agreement Definitions and Response Time and Level Definition

Severity Level	Response Times	
	Standard Hours (8:00am to 5:00pm EST):	After Hours:
Critical	One hour response	Four hour response
High	Two hour response	N/A*
Normal	Six hour response	N/A*
Low	One business day response	N/A*

\* 24 x 7 x 365 support is available and will be billed at the Time and Material rates identified in this Agreement.

### Legend:

Critical: Multiple systems or sites affected; production halted  
High: Single system or site affected; work stoppage at a single site  
Normal: Single system affected; performance issue or other non-critical request  
Low: Minor performance-affecting issue, limited scope or effect

Customer Initial: \_\_\_\_\_

DataServ Initial: \_\_\_\_\_



## Quote

Thank you for your interest in TCI products. Quotes generated online through our website are not stored or available for TCI employees to access and/or view. Please read our FAQs at <https://www.teachtci.com/faqs> if you need further assistance.

Item	Item Number	Quantity	Price	Total
SSA! 5th Grade (OH Edition): Student Subscription (5 Yrs)	OH5S-05	165	\$62.00	\$10,230.00
SSA! 5th Grade (OH Edition): Teacher Subscription (5 Yrs)	OH5T-05	2	\$325.00	\$650.00
Subtotal				\$10,880.00
Shipping				\$0.00
Total				\$10,880.00

And now for the fine print.

**Shipping:** The Shipping amount shown on the quote is only an estimate based on TCI's ground shipping rates. TCI ships all non-subscription items for regular domestic orders at a ground shipping rate 5% of the order subtotal or \$5.00 minimum. Online subscription orders do not incur a shipping or handling fee. Print orders can be expedited to any domestic location at 8% of the order subtotal or \$10.00 minimum. Science Materials Kits can be expedited to any domestic location at 25% of item subtotal. All print orders to Alaska or Hawaii are shipped via expedited shipping at 8% of the order subtotal or \$10.00 minimum. All Science Materials Kit orders to Alaska or Hawaii are shipped via expedited shipping at 25% of item subtotal. TCI cannot ship to P.O. Box, APO or FPO addresses. TCI does not ship to international locations. If your order includes physical items, you must provide a US destination for shipping. TCI will not complete international customs forms or any other documentation required for international shipments. TCI is not responsible for any applicable duty, customs charges, or taxes. All items ordered (both print and digital) are included on the commercial invoice sent with any physical shipment, and all items may be subject to the tax and duties of the resident country. All orders ship FOB shipping point.

**Sales Tax:** Read our FAQs for information on Sales Tax.

**Payments:** All orders must be accompanied by a form of payment. We accept district and school purchase orders. Individual or personal orders must be prepaid by credit card, check, or money order.

**Quote Details:** Quotes generated online through our website are not stored or available for TCI employees to access and/or view. This quote is not an offer. Prices are subject to change at any time. When you are ready to order, visit <https://shop.teachtci.com> or email your purchase order to [info@teachtci.com](mailto:info@teachtci.com).

Mrs. Rhonda Winings  
Eighth Grade Teacher  
Eaton Cmty School District  
306 Eaton Lewisburg Rd  
Eaton, OH 45320-1105  
United States

Quote Release: 8

### Price Quote Summary

### Price Quote Detail

myWorld Interactive American History ©2019 - myWorld Interactive American History Beginnings to 1877

## Eaton Cmty School District

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328986248	MIDDLE GRADES AMERICAN HISTORY 2019 BEGINNINGS TO 1877 STUDENT EDITION +DIGITAL COURSEWARE 5-YEAR LICENSE	\$94.47	0	70	\$0.00	\$6,612.90
9780328986323	MIDDLE GRADES AMERICAN HISTORY 2019 BEGINNINGS TO 1877 DIGITAL COURSEWARE 5-YEAR LICENSE	\$68.97	0	105	\$0.00	\$7,241.85
9780328965045	MIDDLE GRADES AMERICAN HISTORY 2019 NATIONAL BEGINNINGS TO 1877 JOURNAL GRADE 6/8	\$18.47	2	0	\$36.94	\$0.00
9780328965038	MIDDLE GRADES AMERICAN HISTORY 2019 NATIONAL BEGINNINGS TO 1877 TEACHER EDITION GRADE 6/8	\$203.47	2	0	\$406.94	\$0.00
9780328964581	MIDDLE GRADES AMERICAN HISTORY 2019 NATIONAL SURVEY JOURNAL ANSWER KEY GRADE 6/8	\$14.97	2	0	\$29.94	\$0.00
myWorld Interactive American History ©2019 - myWorld Interactive American History Beginnings to 1877 Subtotal					\$ 473.82	\$ 13,854.75
myWorld Interactive American History Subtotal					\$ 473.82	\$ 13,854.75
<b>myWorld Interactive World History</b>						
myWorld Interactive World History ©2019 - myWorld Interactive History Early Ages						
9780328985203	MIDDLE GRADES WORLD HISTORY 2019 EARLY AGES STUDENT EDITION PLUS DIGITALCOURSEWARE 5-YEAR LICENSE	\$94.47	0	70	\$0.00	\$6,612.90
9780328985289	MIDDLE GRADES WORLD HISTORY 2019 EARLY AGES DIGITAL COURSEWARE 5-YEAR LICENSE	\$68.97	0	105	\$0.00	\$7,241.85
9780328964628	MIDDLE GRADES WORLD HISTORY 2019 NATIONAL EARLY AGES JOURNAL	\$19.47	2	0	\$38.94	\$0.00
9780328964611	MIDDLE GRADES WORLD HISTORY 2019 NATIONAL EARLY AGES TEACHER EDITION	\$209.97	2	0	\$419.94	\$0.00
9780328964550	MIDDLE GRADES WORLD HISTORY 2019 NATIONAL JOURNAL ANSWER KEY	\$15.47	2	0	\$30.94	\$0.00
myWorld Interactive World History ©2019 - myWorld Interactive History Early Ages Subtotal					\$ 489.82	\$ 13,854.75
myWorld Interactive World History Subtotal					\$ 489.82	\$ 13,854.75

Eaton Cmty School District

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Solution Subtotal					\$ 2,316.58	\$ 40,109.25
Shipping and Handling						\$ 1,021.32
Total						\$ 41,130.57

# Montgomery County Educational Service Center

2020-2021 School Year

## SERVICE AGREEMENT

### Eaton Community School District

This AGREEMENT shall serve as a contract between the Eaton Community School District ("District") and the Montgomery County Educational Service Center ("Montgomery County ESC") beginning on July 1, 2020 and ending on June 30, 2021. Services will be provided and billed for the 2020-2021 school year.

#### 1. SERVICES

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

Adapted Physical Education Services  
Autism Instruction  
Gifted Instruction  
Gifted Supervision  
Interpreter Services  
ED Instruction  
MD Instruction  
Nursing Services  
Occupational Therapy Services  
Preschool Instruction  
Mental Health Services  
Home Instruction  
Assessment Services

Physical Therapy Services  
School Psychology Services  
Speech Therapy Services  
Attendance Officer Services  
Audiology Services  
Literacy Coordinator Services  
One-to-One/Billable Aide Services  
Vision Intervention Services  
Hearing Intervention Services  
Orientation & Mobility Services  
Special Education Supervision  
Curriculum Supervision  
Day Treatment

#### 2. COMPLIANCE

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

#### 3. COMPENSATION

- a. Based on the estimated cost of the services provided by the Montgomery County ESC, as provided above, the District agrees to pay the Montgomery County ESC the amount of **\$199,386.47** pursuant to R.C. 3313.845 or applicable law. Both the District and the Montgomery County ESC understand and agree that this amount is based on estimated costs only and shall be modified pursuant to Section 3(c) of this Agreement.
- b. The District agrees to make payment in the amount listed in Section 3(a) to the Montgomery County ESC by having this amount deducted from the District's state foundation payments and paid instead to the Montgomery County ESC by approving the Contract pursuant to O.R.C.3317.11 (D) through the Ohio Department of Education.
- c. Reconciliation of actual costs for said services, to funds received shall be made at the end of the fiscal year, and any amount due from the District or refundable to the District shall be paid directly at the close of the fiscal year.

#### 4. LICENSURE/CERTIFICATION

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

#### 5. CRIMINAL RECORDS CHECKS ON EMPLOYEES

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

**6. EVALUATIONS**

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

**7. UNEMPLOYMENT**

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

**8. FORCE MAJEURE**

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

**9. ENTIRE AGREEMENT**

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

**10. AMENDMENT**

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

**11. WAIVER OF BREACH**

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

**12. BINDING EFFECT**

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

**13. MEDICAID SCHOOL PROGRAM**

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

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

**For Eaton Community Schools:**


---

 Superintendent's Signature

---

 Date

---

 Treasurer's Signature

---

 Date
**For Montgomery County ESC:**


---

 Superintendent's Signature

---

 Date

---

 Treasurer's Signature

---

 Date



# FY 21 FOUNDATION SUMMARY

Program	Rate	Unit	Requested	Est. Foundation Deduct FY21	Est. Foundation Deduct FY20	Projected FY20 Actual Usage
Assessment	\$ 5.82	ADM	yes	11,122.02	8,015.50	8,015.50
Autism	\$ 3.84	ADM	yes	7,338.24	6,334.20	6,334.20
Hearing	\$ 1.68	MIN/STUDENT	based on referral	13,586.16	24,879.13	13,343.48
Low Vision	\$ 1.70	MIN/STUDENT	based on referral	8,511.80	4,458.90	11,279.03
Emotionally Disturbed	\$ 245.00	DAY	based on referral	-	-	-
Multiple Disabilities	\$ 283.00	DAY	based on referral	-	-	-
Mental Health	\$ 52.00	DAY	based on referral	-	-	-
YPH	\$ 115.00	DAY	based on referral	-	-	-
Day Treatment	\$ 297.00	DAY	based on referral	-	-	-
Preschool	\$ 310.00	DAY	based on referral	-	-	-
Special Education Supervision	\$ 705.00	DAY	based on referral	-	-	-
Speech Supervision	\$ 600.00	DAY	based on referral	-	-	-
Gifted	\$ 675.00	DAY	25.00	16,875.00	35,090.00	43,875.00
Curriculum Supervision	\$ 650.00	DAY				
School Psychologist	\$ 129,000.00	FTE				
Speech Therapy	\$ 113,035.00	FTE				
Attendance Officer	\$ 129,360.00	FTE				
Occupational Therapy	\$ 119,311.00	FTE	0.75	89,453.25	109,557.00	89,743.50
Physical Therapy	\$ 131,250.00	FTE	0.40	52,500.00	52,059.00	52,525.20
One-On-One Assistant	\$ 45,000.00	FTE				
Other						
<b>GRAND TOTAL</b>				<b>\$ 199,386.47</b>	<b>\$ 240,393.73</b>	<b>\$ 225,115.91</b>

Changes to any of the services listed above (such as an increase or decrease in students, may result in changes to related services).

\*These services are currently direct billed by the ESC. These have been included in the FY21 foundation contract.

\* Direct billed for FY20

**Preble County Educational Service Center  
Contract Amount for FY 2021  
Pursuant to O.R.C. 3313.845**

County ESC PREBLE County IRN 049254  
 District EATON COMMUNITY CITY County PREBLE  
 District IRN 043935

The above named parties have entered into a contract for services for fiscal year 2021 in an annual amount of \$1,488,247.

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

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

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

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

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

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

<u>Print District Superintendent Name</u>	<u>District Superintendent Signature</u>	<u>Date</u>
<u>Print District Treasurer Name</u>	<u>District Treasurer Signature</u>	<u>Date</u>
<u>Print ESC Superintendent Name</u>	<u>ESC Superintendent Signature</u>	<u>Date</u>
<u>Print ESC Treasurer Name</u>	<u>ESC Treasurer Signature</u>	<u>Date</u>

## 4/24/2020

EATON							
					Proposed 2020-20201		Difference in FY 20 Estimate and FY 21 Contract
	2018-2019 Contract	2019-2020 Contract	Estimate	Difference	Contract		
Speech and Hearing	32,724	49,936	65,793	15,857	68,425		2,632
Pupil Services	101,130	104,787	98,088	(6,699)	102,012		3,922
School Nurse	34,133	25,833	37,028	11,195	38,509		1,481
Attendance Officer	3,334	3,544	3,441	(103)	3,579		138
Sub Teacher Hotline	3,371	3,276	3,371	95	3,534		163
Enrichment Services	3,602	4,523	4,201	(322)	4,369		168
Preschool Sp Ed	403,800	360,000	604,600	244,600	612,000	(1)	7,400
MD	230,250	216,000	205,800	(10,200)	216,000	(2)	10,200
ED	338,244	383,400	322,766	(60,634)	306,720	(3)	(16,046)
Transportation	96,525	90,950	130,675	39,725	133,100	(4)	2,425
Totals	1,247,113	1,242,249	1,475,763	233,514	1,488,247		12,484
	Estimated	Actual	Actual	Actual	Actual		(1) Assume 34 students
Student Days	FY 20 Days	FY 19 Days	FY 18 Days	FY 17 Days	FY 16 Days		(2) Assuming 8 students
Preschool	6,046	4,038	3,132	3,665	3,215		(3) Assume 12 students
MD	1,372	1,535	1,660	2,207	1,717		(4) Assuming 17 preschool students and 1 MD
ED	2,273	2,382	1,947	1,657	2,233		students
Transportation	2,614	1,931	1,464	1,795	1,299		
Total	12,305	9,886	8,203	9,324	8,464		
Number of Students based on estimated/actual days							
Preschool	33.6	22.4	17.4	20.4	17.9		
MD	7.6	8.5	9.2	12.3	9.5		
ED	12.6	13.2	10.8	9.2	12.4		
Transportation	14.5	10.7	8.1	10.0	7.2		