# EATON BOARD OF EDUCATION REGULAR MEETING Hollingsworth East Elementary School Cafeteria December 9, 2013 6:00 p.m.

#### I. Opening of the Meeting

1.	<u>Call to Order</u> – President
2.	Roll Call - President
	R. McKinney D. Mowen T. Parks B. Pool J. Renner
3.	Pledge of Allegiance
4.	Recognition of Students
	The Eaton School 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 Community Schools;
	Furthermore, the Board of Education and Administration wishes recognize the following students for their achievements;
	Eaton High School State Cross Country Qualifiers:
	Michelle McKinney Andy Newport Kayla Ste. Marie
	Congratulation to our student athletes.
5.	Recognition of Visitors
	A. Greg Smith, Energy Optimizers USA
6.	Executive Session (only if necessary)
	invited to participate in executive session.
	To discuss the sale of property.
	Motion by, second byto convene executive session.
	McKinney Mowen Parks Pool Renner

II.

	President declares mot	tion	
	President convenes ex	ecutive session at	_ p.m.
	President resumes ope	en session at p.m	
	pening Business rer's Business –	- Priscilla Dodson	
1. <b>The</b> 3	Treasurer recommends	s approval of the following:	
	B. Approve minutes of C. Submission of Ward D. Submission of Finance. Submission of Inverse F. Approve FY14-B F. G. Approve FY14 Suph. Approve transfer	ancial Report. estment Report. Five Year Forecast. eplemental Appropriations.	cial Board Meeting.  Do Employee Benefit HRA Fund
	Motion by Item II. 1.	, seconded by	, to approve agenda
	Discussion		
	McKinney Mowen	ParksPool Renne	r
	President declares mot	tion	
2. <u>Mini</u>	mum Wage Increase		
hour		pliance with the State of Ohio,	in minimum wage from \$7.85 pe Department of Commerce, 2014
	Motion by Item II 2.	, seconded by	, to approve agenda
	Discussion		
	McKinney Mowen	ParksPool Renne	r

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

#### 3. Rate Schedule for Substitute Non-Certified Employees

The Administration recommends approval of the revised rate schedule for substitute non-	
certified employees in compliance with the State 2014 Minimum Wage, effective January 1	١,
2014 (Attachment A).	

Motion by Item II 3.	, seco	onded by		, to approve	agenda	
Discussion						
McKinney	_ Mowen	_ Parks _	_Pool_	_ Renner _		
President dec	lares motion	1				

#### III. Reports

- 1. Miami Valley Career Technology Center Report Doug Mowen
- 2. Parks and Recreation Board Report Joe Renner
- 3. Superintendent's Report Dr. Barbara Curry
- 4. Project Manager's Report Tom Doseck
- 5. **Director of Education** Cindy Neanen
- 6. Principal's Report Scott Couch
- 7. Supervisor's Report Tim Miller
- 8. Other Old Business

#### **IV.** Old Business

#### V. New Business

#### 1. Retirement and Resignation

The Administration recommends approval of the following retirement and resignation.

- A. Pamela Carpenter, Teacher, resignation for the purpose of retirement, effective July 1, 2014.
- B. Yolanda Haston, Central Office Secretary, resignation effective November 30, 2013.

Motion by	, seconded by	, to approve agenda
Item V 1		

	Discussion
	McKinney Mowen ParksPool Renner
	President declares motion
2.	Employment – Certificated Staff – Extra-Curricular Supplemental Contract
The	e Administration recommends acceptance of the following supplemental contract for the 2013-14 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules d Regulations, and any applicable state requirements.
A.	Nicholas Flynn, Cross Country Program Assistant (1/3 stipend), retroactive to September 10, 2013.
	Motion by, seconded by, to approve agenda Item V. 2.
	Discussion
	McKinney Mowen ParksPool Renner
	President declares motion
	Employment – Non-Certificated Staff – Extra-Curricular Contracts
Ad the	e following positions have been posted and no certificated staff members have applied. The ministration recommends the employment of these nominees on one-year limited contracts for 2013-2014 or as noted, contingent upon completion of all state and local requirements. Salary d duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.
	Lori Lowman, Cross Country Program Assistant (1/3 stipend), retroactive to September 10, 2013.  Nanette Silvers, Cross Country Program Assistant (1/3 stipend), retroactive to September 10,
	2013.
	Motion by, seconded by, to approve agenda Item V. 3.
	Discussion
	McKinney Mowen ParksPool Renner
	President declares motion

A. Steve Coyner

### 4. <u>Employment – Certificated Staff – Substitute Teachers/Tutors as certified by the</u> Preble County Educational Service Center

The Administration recommends approval of the substitute teachers/home instruction tutors for the 2013-2014 school year, as certified by the Preble County Educational Service Center.

C.		as Hamilton Heinkel letz				
		Motion by Item V. 4.		seconded by_		, to approve agenda
		Discussion				
		McKinney Mowen	Park	ksPool	Renner	
		President declares mo	tion	<del>,</del>		
5.	<u>Emp</u>	oyment – Non-certi	ficated S	Staff – Subst	<u>itutes</u>	
yea app Rule	r. Emplicable es and	state and local require Regulations with no fri	on certific ments. S	cation (if neces salary and dutie	sary), criminal bacl	kground check, and all
		Barger, substitute bus o Botwald, substitute cafe		ker.		
		Motion by Item V. 5.		seconded by_		, to approve agenda
		Discussion				
		McKinney Mowen	Park	ksPool	Renner	
		President declares mo	otion	·		

#### 6. Approval of Indoor Track and Field Coaches

The Administration recommends approval of the following employees as Indoor Track and Field Coaches per OAT & CCC Indoor Championship requirements.

- A. Rick McCollum
- B. Dorothy Stoltz
- C. Scott Burnett

Eaton Board of Education Regular Meeting December 9, 2013

E. F. G.	Randy McKinney Mark Silvers Lori Lowman Kyle George Nick Flynn					
	Motion by Item V. 6.		, sec	onded by_		, to approve agenda
	Discussion					
	McKinney _	Mowen	_ Parks _	Pool	_ Renner	
	President de	eclares motio	n		_•	
7.	Approval of Vol	<u>unteers</u>				
	A. Cory McKinne B. Amanda Spith  Motion by_ Item V. 7.	ey, Volunteer er, Volunteer	Middle S Softball	School Ba Coach		ch , to approve agenda
	McKinney_	Mowen_	Parks	Pool_	Renner	_
	President d	leclares mot	ion		·	
8.	Amend Job Des	<u>criptions</u>				
The	e Administration reco	ommends app	oroval to a	mend the	following job o	descriptions.
	Administrative Assistant Central Office Secre	•	•		•	ent C).
	Motion by Item V. 8.		, sec	onded by_		, to approve agenda
	Discussion					

	President declares motion
9	. Create and Post Positions
20	e Administration recommends creating and posting the following non-certificated positions for th 13-2014 school year. Salary and benefits to be paid in accordance with board policy and the gotiated agreement.
	Cafeteria Worker, 2.25 hours Cafeteria Worker, 3 hours
	Motion by, seconded by, to approve agenda Item V. 9.
	Discussion
	McKinney Mowen ParksPool Renner
	President declares motion
1	0. Purchase of Service
	The administration recommends the employment of Yolanda Haston as a consultant for the Athletic Arts and Wellness Project at a rate of \$10.00 per hour as needed, but not to exceed two (2) hours per week.
	Motion by, seconded by, to approve agenda Item V. 10.
	Item V. 10.
	Item V. 10.  Discussion
1	Item V. 10.  Discussion  McKinney Mowen ParksPool Renner  President declares motion
	Item V. 10.  Discussion  McKinney Mowen ParksPool Renner  President declares motion  1. Approval of Out-of-State Employee Travel
	Item V. 10.  Discussion  McKinney Mowen ParksPool Renner  President declares motion
Th	Item V. 10.  Discussion  McKinney Mowen ParksPool Renner  President declares motion  1. Approval of Out-of-State Employee Travel

Item V. 11.

Coaches Association Annual Convention, Indianapolis, Indiana, January 13, 2014.

Motion by\_\_\_\_\_\_, seconded by\_\_\_\_\_\_, to approve agenda

	Discussion					
	McKinney	_ Mowen	_ Parks	_Pool	Renner	
	President de	clares motion	l			
12. <u>Agre</u>	ement with N	MARCS				
Information		Service Deliv		•	ent with the State Multi-Agency Rad	of Ohio Office of dio Communications
	Motion by Item V. 12.		, seco	nded by_		_, to approve agenda
	Discussion					
	McKinney	_ Mowen	_ Parks	_Pool	Renner	
	President de	clares motion	l		.·	
13. Agreem	ent with Cot	terman & C	ompany	<u>, Inc.</u>		
				•	ent with Cotterma poses (Attachmer	n & Company, Inc. to at E).
	Motion by Item V. 13.		, seco	nded by_		_, to approve agenda
	Discussion					
	McKinney	_ Mowen	_ Parks	_Pool	Renner	
	President de	clares motion	l		.·	
14. <u>Coope</u>	rative Agree	ment Betwe	en Preb	le Count	y Agencies	
Children Freble Co County Bo County Es services f	First Council, Founty Head Sta Dard of Develo Parly Head Start	Preble County ort, Preble Co pmental Disa ti and Preble ( h through ago	General bunty Local bilities, Eacounty Joe 5, include	Health Dis I Education arly Intervib and Far	strict, Help Me Gro on Agencies, Preb	
	Motion by Item V. 14.		, secc	nded by_		_, to approve agenda

	Discussion
	McKinney Mowen ParksPool Renner
	President declares motion
15.	Contract 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, 2014. Services performed by the Preble County Health District include Hepatitis B Immunization at a rate of \$38.00 per dose, Administration fee 1 <sup>st</sup> vaccine at \$16.00 per visit, and PPD skin test at \$15.00 per test.
	Motion by, seconded by, to approve agenda Item V. 15.
	Discussion
	McKinney Mowen ParksPool Renner
	President declares motion
1	6. Agreement with OVIS
	The Administration recommends approval of an agreement with Ohio Valley Integration Services, Inc. (OVIS) for security updates (Attachment G).
	Motion by, seconded by, to approve agenda Item V. 16.
	Discussion
	McKinney Mowen ParksPool Renner
	President declares motion
1	7. 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 13, 2014 at 6:00 p.m. with the regular meeting to immediately follow.
	Motion by, seconded by, to approve agenda Item V. 17.
	Discussion
	McKinney Mowen ParksPool Renner
	President declares motion
	Bold and italicized were included as addendum items

#### 18. Donation

The Administration recommends acceptance of the following donation.	
<ul><li>A. From Dr. Douglass K. Gordon, D.M.D, M.S. to Mrs. Titkemeyer's class</li><li>B. From Steve and Vicki Brown, to the Eaton Performing Arts Center.</li></ul>	ss for supplies.
Motion by, seconded by Item V. 18	_, to approve agenda
Discussion	
McKinney Mowen ParksPool Renner	
President declares motion	
19. Other New Business	
Motion by, seconded by Item V. 19.	_, to approve agenda
Discussion	
McKinney Mowen ParksPool Renner	
President declares motion	
20. Appointment of President Pro-Tempore	
Motion byto appoint President Pro Tempore (January 1 – January 13, 2014)	_as
Seconded by	
Discussion.	
Mowen McKinney Parks Pool Renner	
President declares motion	
21. Appointment of Vice-president Pro-Tempore	
Motion byto appoint Vice-president Pro Tempore (January 1 – January 13, 2014)	as
Seconded by	

Discussion.			
Mowen McKinney Parks Pool Renner			
President declares motion			
22. Executive Session (if necessary)			
invited to participate in executive session.			
To discuss			
Motion by, second byto convene executive session.			
McKinney Mowen ParksPool Renner			
President declares motion			
President convenes executive session at p.m.			
President resumes open session at p.m.			
<u>Adjournment</u>			
Motion by, seconded by, to adjourn the meeting.			
Discussion			
McKinney Mowen ParksPool Renner			
President declares motion			
President adjourns meeting at p.m.			

#### **Upcoming Board Meetings:**

VI.

Organizational Meeting Monday, January 13, 2014 – 6:00 p.m. Hollingsworth East Elementary

Regular Meeting Monday, January 13, 2014 – following the organizational Meeting Hollingsworth East Elementary Eaton Board of Education Regular Meeting December 9, 2013

#### **Eaton Community Schools**

#### HOURLY RATE SCHEDULE FOR SUBSTITUTE NON-CERTIFICATED EMPLOYEES

Substitute non-certificated employees in the Eaton Community School District will be paid according to this hourly rate schedule, effective January 1, 2014

1.	Bus Driver	\$11.50 per hour
2.	Bus Driver – Activity Runs	\$9.25 per hour
3.	Cafeteria Worker	\$7.95 per hour
4.	Custodian	\$8.00 per hour
5.	Educational Aide	\$7.95 per hour
6.	Health Aide – EMT	\$10.00 per hour
7.	Health Aide – LPN or higher	\$13.59 per hour
8.	Maintenance Worker	\$9.00 per hour
9.	Secretary	\$7.95 per hour

[Approval Date: October 21, 2002] [Re-approval Date: April 9, 2012] [Re-approval Date: January 14, 2013] [Re-approval Date: December 9, 2014]

<del>5/2012</del>12/2013

#### JOB DESCRIPTION

Eaton Community Schools An Equal Opportunity Employer

Title: Administrative Assistant for Operations to the Superintendent

Reports To: Superintendent

Employment Status: Full-time

FLSA Status: Exempt

#### QUALIFICATIONS:

1. Be eighteen years of age or older.

- 2. High school diploma or equivalent (additional business training or experience preferred).
- 3. Must pass criminal background check.
- 4. Possess high moral character.
- 5. Possess a regular and predictable attendance record without tardiness.
- 6. Valid driver's license.
- 7. Have ability to maintain a high level of ethical behavior and confidentiality of information.
- 8. Possess good organizational skills.
- 9. Possess ability to work with administration and fellow employees positively, effectively, and energetically.
- 10. Must be proficient in handling office procedures and use of machines.
- 11. Must have ability to use good judgment and make decisions.
- 12. Must be able to work independently.

#### GENERAL DESCRIPTION:

The Administrative Assistant for Operations assists the Superintendent, as directed, to ensure the efficient and effective operation of the Central Office, maintaining confidentiality at all times. Assists the Director of Operations, with the operations of the Maintenance, Transportation and Food Service departments.

#### **ESSENTIAL FUNCTIONS:**

- Handles correspondence, bulletins, memos, reports and other information originating from the office of the Superintendent including material for Board of Education meetings and communications to the Board such as a weekly memo; prepares material and agendas for meetings with principals; and prepares State reports.
- 4.2. Organize, manage, and perform all administrative support functions necessary to maintain the daily operations of the superintendent's office.
- 3. Maintains Superintendent's files as directed.
- 2.4. Prepares monthly board agendas, and special meeting agendas as needed.
- 3.5. Assists with Schedulesscheduling appointments, receives telephone calls, and acts as receptionist for persons visiting the Central Office.
- 4.<u>6.</u> Receives and opens mail directed to the Superintendent-and Director of Operations, distributing appropriately.
- 5.7. Maintains files as directed.
- 6.8. Maintains Central Office budget and processes requisitions for Central Office staff, as requested
- 7.9. Serves as a liaison between the Director of Operations and vendors.
- 8.10. Assists the Superintendent, as directed, in public relations.
- 9-11. Maintains up-to-date -board policies, official state reports, and other documents as assigned by the Superintendent.
- <u>10.12.</u> Assists the Superintendent in matters pertaining to assignment and record keeping for student teachers and student observers.
- 11.13. Compiles and processes information, as directed, for the Annual Report.
- 12. Assists the Director of Operations in relation to non-teaching programs such as transportation, facilities, and food service including maintaining applicant files, hiring, training and securing substitutes.
- 13. Administers the Free and Reduced Lunch Program in accordance with federal guidelines.
- 14. Administers the Fee Waiver Program in accordance with federal guidelines

- 15. Assists in recordkeeping for maintenance program, buildings and grounds.
- 16.14. Maintains information and facilities requirements for specific programs such as OSHA and EPA.
- <u>17.15.</u> Assists with and prepares training for administrators and staff pertaining to State requirements and districts updates.
- 18.16. Assists Superintendent and/or designee in preparation of bids and quotations.
- 19. Assists Superintendent and/or designee in insurance program (bidding, processing claims, etc.)
- 20.17. Maintains and updates district Administrative Rules and Regulations and personnel handbooks.
- 21.18. Maintains files of employee accident reports; files yearly mandated reports.
- 22.19. Assists Superintendent in preparation of Job Descriptions and maintains records pertinent thereto.
- 20. Post job openings and prepare applicant files.
- 23.21. Assists with maintaining personnel records according to established guidelines including records of teaching certification, performance evaluations and other related information for certificated staff.
- 22. Maintains information pertaining to classified employees including seniority list and evaluations.
- 23. Maintains up-to-date copies of certificated seniority lists, and other documents as assigned by the Superintendent.
- 24. Maintains the staff directory.
- 25. Maintains district employee software programs.
- 26. Organizes district events such as the Superintendent's Round Table, Retirement Dinner, Opening Day, etc.
- 27. Processes requisitions for the superintendent, as requested.
- 28. Assists with maintaining crisis management documents.
- 29. Assists with the preparation of materials for the opening and closing of school.
- 30. Attend and record minutes of meetings as directed (e.g. administrative council, negotiations, etc.).
- 31. Assists with the preparation of district newsletters.

#### OTHER DUTIES AND RESPONSIBILITIES:

- 1. Assists other clerical staff and administration as necessary and requested to assure effective and efficient district-wide operations.
- 2. Performs any other duties as assigned by Superintendent or his/her designee.

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: Board policies and procedures, public relations, telephone

etiquette, required state reports, office practices and procedures.

Ability to: interpret policies, rules and regulations; communicate effectively;

prepare reports; maintain records and files; prepare correspondence.

Skill in: use of computer and various office machines.

#### **EQUIPMENT OPERATED:**

Computer, copier, fax machine, binder, telephone, etc.

#### **ADDITIONAL WORKING CONDITIONS:**

Occasional exposure to inclement driving conditions, unruly adults.

#### 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.

#### TERM OF EMPLOYMENT:

Two hundred forty-one work days plus thirteen paid holidays.

#### PERFORMANCE EVALUATION:

Conducted by the Superintendent

Attachment B

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.

Date

[Approval date: July 13, 2009] [Re-approval Date: ]

Employee

Attachment C

8/0512/2013

#### JOB DESCRIPTION

Eaton Community Schools An Equal Opportunity Employer

<u>Title:</u> Central Office Secretary Assigned to the Superintendent

Reports To: Superintendent

Employment Status: Full-time

FLSA Status: Non exempt Exempt

#### QUALIFICATIONS:

1. Be eighteen years of age or older.

- 2. High school diploma or equivalent (additional business training or experience preferred).
- 3. Must pass criminal background check.
- 4. Possess high moral character.
- 5. Possess a regular and predictable attendance record without tardiness.
- 6. Valid driver's license.
- 7. Have ability to maintain a high level of ethical behavior and confidentiality of information.
- 8. Possess good organizational skills.
- 9. Possess ability to work with administration and fellow employees positively, effectively, and energetically.
- 10. Must be proficient in handling office procedures and use of machines.
- 11. Must have ability to use good judgment and make decisions.
- 12. Must be able to work independently.

#### GENERAL DESCRIPTION:

The Central Office Secretary assigned to the Superintendent assists the Superintendent, as directed, to ensure the efficient and effective operation of the Central Office, maintaining confidentiality at all times. Assists the Director of Operations, with the operations of the Maintenance, Transportation and Food Service departments.

#### **ESSENTIAL FUNCTIONS:**

- 1. Handles correspondence, bulletins, memos, reports and other information originating from the office of the Superintendent including material for Board of Education meetings and communications to the Board such as a weekly memo; prepares material and agendas for meetings with principals; and prepares State reports.
- 2-1. Schedules appointments, receives telephone calls, and acts as receptionist for persons visiting the Central Office.
- 3.2. Receives and opens-office mail directed to the Superintendent, distributing appropriately.
- 4. Maintains Superintendent's files as directed.
- 5.3. Maintains an inventory of office supplies necessary to conduct effective and efficient office operations.

  Maintains personnel files according to established guidelines including records of teaching certification, performance evaluations and other related information for certificated staff.
- 4. Serves as a liaison between the Director of Operations and vendors.
- 5. Assists the Director of Operations in relation to non-teaching programs such as transportation, facilities, and food service including securing substitutes.
- 6. Administers the Free and Reduced Lunch Program and Fee Waiver Program in accordance with federal guidelines.
- 7. Assists in recordkeeping for maintenance program, buildings and grounds.
- 8. Maintains information and facilities requirements for specific programs such as OSHA and EPA.
- 9. Assists Director of Operations in preparation quotations.
- 10. Assists Director of Operations and/or Treasurer in insurance program (bidding, processing claims, etc.)

<del>6. </del>

- 7. Processes requisitions for Central Office staff, as requested
- 8.11. Assists the Superintendent, as directed, in public relations.
- 9.12. Assists the Superintendent, as directed, dealing with student matters such as discipline and conduct reports, suspensions, and expulsions.
- 10. Maintains monthly enrollment reports, forwarding a copy to the Treasurer.
- 11. Maintains up-to-date copies of certificated seniority lists, board policies, official state reports, and other documents as assigned by the Superintendent.
- 12. Assists the Superintendent in matters pertaining to assignment and record keeping for student teachers and

student observers.

Attachment C

by the

- 13. Compiles and processes information for the Annual Report.
- 13. Assists with design and maintenance of the fair booth.
- 14. Maintains the district calendar of events.
- 15. Maintains centralized student registration.
- 16. Maintains district website.
- 44.17. Assists with the preparation of materials for opening and closing of school.

#### OTHER DUTIES AND RESPONSIBILITIES:

- 1. Assists other clerical staff and administration as necessary and requested to assure effective and efficient district-wide operations.
- 2. Performs any other duties as assigned by Superintendent or his/her designee.

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: Board policies and procedures, public relations, telephone etiquette, required state reports, office inventory, office practices and procedures.

Ability to: interpret policies, rules and regulations; communicate effectively; sort and distribute mail; prepare reports; maintain records and files;

prepare correspondence.

Skill in: use of computer and various office machines.

#### **EQUIPMENT OPERATED:**

Computer, copier, fax machine, typewriter, binder, etc.

#### ADDITIONAL WORKING CONDITIONS:

Occasional exposure to inclement driving conditions, unruly adults.

#### **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.

#### TERM OF EMPLOYMENT:

Two hundred thirty nine work days plus thirteen paid holidays.

#### PERFORMANCE EVALUATION:

Conducted by the Superintendent	
3 1	hat these are the only duties and responsibilities to be performed ired to follow the instructions and perform the duties required by
Superintendent or designee	Date
My signature below signifies that I have reviewed the requirements of my position.	contents of my job description and that I am aware of the

MARCS Agreement Form\_IP\_MIS\_1415.doc

Employee Date

[Approval date: August 8, 2005]

#### MARCS RADIO SUBSCRIPTION AGREEMENT

Attachment D

#### **For Ohio School Districts**

This Subscription Agreement ("Agreement"), shall be between the Ohio Department of Administrative Services, Office of Information Technology, Multi-Agency Radio Communications System Program Office ("MARCS"), having an office located at 4200 Surface Road, Columbus, OH 43228, and The Eaton Community School District (District) having its principal place of business at 600 Hillcrest Drive, Eaton, Ohio (Eaton High School), 814 Camden Road, Eaton, Ohio (Eaton Middle School), 506 B. North Aukerman Street, Eaton, Ohio 45320 (William Bruce Elementary), 506 North Aukerman Street, Eaton, Ohio (Hollingsworth East Elementary) in the county of Preble (the "Subscriber").

#### **SECTION 1: PURPOSE**

- 1.1 MARCS provides statewide radio coverage for police, fire and EMS services and other public agencies that serve as first responders or contribute materially to homeland security.
- 12 Subscriber is a public or private entity which provides first responder services to the public and materially contributes to homeland security who would like to operate solely on the next-generation MARCSIP platform.
- 1.3 MARCS agrees to provide Subscriber with MARCSIP subscription service based upon Subscriber purchasing MARCSIP compatible radios.
- 1.4 It is the intent of this Agreement to establish the responsibilities of both MARCS and Subscriber regarding the subscription service for the MARCS*IP* voice and data communication system.

#### **SECTION 2: ANNUAL SUBSCRIPTION FEE**

2.1 The MARCSIP enhanced tower fleet is in the first phase of the statewide upgrade of the MARCS statewide voice and data communication system. The rates set forth below are estimated fees for this new upgraded service. The MA RCSIP estimated subscriber rate model is:

	FY 2014	FY 2015	FY 2016 and beyond
Portable/Mobile	\$77/yr per device	\$150/yr per device	\$240/yr per device
<b>High Tier Control Station</b>	\$154/yr per device	\$300/yr per device	\$480/yr per device

The Ohio Department of Administrative Services / Office of Information Technology Business Office reserves the right to adjust user fees in fiscal year 2015 and beyond based on the true cost of operating the MARCSIP system and the total revenue incurred.

The parties recognize that the cost and volume may change, either through updated estimates, additional capacity or both. While MARCS does not anticipate any significant modifications to the fees, Subscriber acknowledges that new assumptions may drive changes in the subscriber fee for the MARCS*IP* System. MARCS will notify Subscriber of future rate changes for the MARCS*IP* system 90 days PRIOR to the effective date of any rate changes.

Attachment D

#### **SECTION 3: ACTIVATION OF SUBSCRIPTION SERVICES**

- 3.1 Subscriber agrees to purchase subscription services for the following number of units and/or stations (hereinafter referred to as "Inventory"):
  - 3.1.1 Portable/Mobile Units: 4
  - 3.1.2 High Tier Control Stations: 4
- 32 Billing for subscription services will begin upon the activation date of the Inventory. "Activation date" is defined as the date upon which the first unit is programmed and in the control of the Subscriber.
- 33 Subscriber's inventory is subject to quarterly and annual audits by MARCS. MARCS reserves the right to change or update Subscriber's inventory at any time. All changes to Subscriber's inventory shall be reflected in a letter amendment to this Agreement acknowledged by both parties.
- 3.4 If an inventory discrepancy is discovered at any time, the parties agree to resolve the discrepancy and recalculate the annual fee based on the corrected inventory. MARCS will invoice Subscriber and Subscriber agrees to pay any additional fee amount in the next quarterly payment.

#### **SECTION 4: TERM**

- 4.1 Initial Term: This Agreement shall commence on the date of the last signature hereto and shall continue until June 30, 2015.
- 42 Renewal Term: This Agreement shall automatically renew every two years on July 1, coinciding with the beginning of each new state biennium, and otherwise upon the same terms and conditions as are set forth herein, unless 30 days prior to the end of the biennium, Subscriber provides MARCS with written notification of its intent not to renew.

#### **SECTION 5: INVOICES**

- 51 MARCS shall invoice Subscriber on a quarterly basis provided activation conditions are satisfied as described above in section 3.2, under Activation of Subscription Services. Subscriber may elect to pay its annual fee on an annual basis.
- 5.2 If the Fee is not paid by the Subscriber when due, MARCS holds the right to charge a late fee of 1.5% per month. The Fee paid by Subscriber shall be due without set-off notice or demand from MARCS.
- 5.3 If the Fee is not paid by the Subscriber when due, MARCS holds the right to charge a late fee of 1.5% per month. The Fee paid by Subscriber shall be due without set-off notice or demand from MARCS.
- 5.4 Once invoiced, any fee payment made by Subscriber shall contain a notation of the invoice number and shall be made payable to the Treasurer, State of Ohio MARCS 5C2 Fund. Payment should be mailed to:

Treasurer, State of Ohio (Fund 5C2) Office of Information Technology c/o Finance Office 30 East Broad Street, 40th Floor Columbus, Ohio 4321 5-3414 Once the statewide upgrade to MARCS*IP* is completed, Subscriber will be given 180 days prior written notice of such cutover. **MARCS will begin invoicing Subscriber at the standard statewide rate** (currently \$20/month, per portable/mobile radio and \$40/month per high tier control station). This cutover date is currently projected to be on or about July 15, 2016.

#### **SECTION 6: MARCS' RESPONSIBILITIES**

- 6.1 MARCS agrees to:
  - 6.1.1 Provide continuous system availability from all towers and central equipment infrastructure. Continuous availability means 24 hour, 7 days a week for 365 days per year.
  - 6.1.2 Provide continuous access to live help via the network operations center (866-OH-MARCS) to assist Subscriber if they are experiencing any technical or operational difficulties.
  - 6.1.3 Work with Subscriber to develop talk group plans, including but not limited to Subscriber specific talk groups based on the Subscriber's mission and agents deployed and need for interoperability within their geographic location.
  - 6.1.4 Approve additional radio unit activations. Approval of additional radio unit activation shall include but not be limited to the outcome of grade of service (GOS) studies which shall be performed by the MARCS Program Office. The GOS is a way of assuring that the additional devices will not adversely affect current communications on the MARCS system.

#### SECTION 7: SUBSCRIBER'S RESPONSIBILITIES

- 7.1 Subscriber agrees to:
  - 7.1.1 Maintain and repair all Units used for the subscription service;
  - 7.1.2 Submit to MARCS any updates to their contact information;
  - 7.1.3 Submit to MARCS, upon request, a list of the serial numbers for all Units utilizing the subscription services;
  - 7.1.4 Notify MARCS if there is any change in their Unit inventory, including but not limited to lost/stolen Units or additional Units activated utilizing the subscription service;
  - 7.1.5 Limit the use of radio to public safety or first responders; and
  - 7.1.6 Not use profanity over the system
- 7.2 Subscriber shall be responsible for the proper use of Units subscribed to MARCS. Subscriber agrees to follow proper FCC and MARCS' radio protocol at all times (e.g., Utilization of radio codes to shorten transmissions, transmission breaks during lengthy traffic, deferral to emergency traffic, etc.)
- 7.3 Subscriber shall not sublet their Units or assign any subscription services to any individual, agency or organization, without the express written consent of MARCS.
- 74 At MARCS' sole discretion, improper use of radio may result in the suspension or termination of this Agreement with no refund of any fees paid.
- 7.5 Subscriber shall submit to MARCS their contact information and a list of the serial numbers for all radios utilizing the subscription services on the form set forth in the "General Information Form", attached hereto and incorporated herein.
- 7.6 Subscriber shall notify MARCS if there is any change in their radio inventory, including but not limited to lost/stolen devices or additional devices activated utilizing the subscription service.

Attachment D

- 7.7 Subscriber shall work with MARCS' voice radio services staff to develop the proper talk groups in order to forward the mission of the Subscriber, without negatively impacting the MARCS radio system. Subscriber understands these talk groups will include the MARCS interoperability talk groups, as detailed in the attached MARCS Policy MPP- 15.0 (attached hereto and incorporated herein).
- 7.8 If it is determined by MA RCS that the addition of channels and/or frequencies is necessary in order to accommodate the additional radio units MARCS, at its discretion but upon providing prior written notification to Subscriber, shall install at Subscriber's expense any additional equipment that MARCS deems necessary. Subscriber shall be responsible for all equipment and installation costs associated with the system infrastructure upgrade. Subscriber agrees that upon installation of any equipment on the system infrastructure, the equipment becomes the permanent property of MARCS and MARCS shall be responsible for maintenance of the equipment.

#### **SECTION 8: NOTICES**

All notices and/or invoices given under this Agreement, except for emergency service requests, shall be made in writing. All notices shall be sent to the parties at the addresses set forth below:

OFFICE OF INFORMATION TECHNOLOGY MARC S Attn: PROGRAM DIRECTOR 4200 Surface Road Columbus, OH 43228

SUBSCRIBER'S COMUNICATIONS	
TECHNICAL CONTACT NAME, TITLE	١,
ADDRESS, PHONE, FAX, E-MAIL	

Name	
Title	
Address	
City, State, Zip	
Phone	
Fax	
E-mail	

#### **SECTION 9: MISCELLANEOUS**

- 9.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- 9.2 This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio.
- 93 The parties further agree that they are in compliance with the requirements of Ohio Revised Code Section 125.111.
- 9.4 Changes or alterations to the original preprinted text and terms of this document shall not be honored.

The parties have signed below as evidence of their agreement.

MARCS:		
STATE OF OHIO		
Office of Information Technology		
Service Delivery Division		
SUBSCRIBER: District IRN		
District Name		
Address		
Address2		
City, State Zip		
Treasurer Name		
Treasurer Phone		
Treasurer Email		
SIGNATURE:	SIGNATURE:	
PRINTED NAME: Darryl Anderson	PRINTED NAME:	_
TITLE: MARC S Program Director	TITLE: Treasurer Superintende	
DATE:	DATE:	

Attachment E

#### Consent

I hereby consent to the photographing of the <u>EATON MIDDLE SCHOOL</u> by still digital, film, or videotape by Cotterman, & Company, Inc. for the promotion of its roofing products. Concerning the use of the still, digital, film or tape whether audio or video of such picture, I acknowledge that it may be used for the purpose of telecasting, advertising, Illustration, public relations, or publications on behalf of Cotterman & Company, Inc. The undersigned has the authority to grant the permission, which is the subject of this consent. Eaton Community Schools reserves the right to withdraw its consent at any time. Cotterman & Company shall not use any image of a student without the consent of that student.

Dated this day of	, 20
Name: EATON MIDDLE SCHOOL	
Address: 602 HILLCREST DRIVE	
EATON, OHIO 45320	
Signature:	
Phone:	
Email:	

WCHLibrary 0110165.0541382 178569v2

#### **COOPERATIVE AGREEMENT**

#### BETWEEN

# PREBLE COUNTY GENERAL HEALTH DISTRICT/HELP ME GROW COMMUNITY ACTION PARTNERSHIP/PREBLE COUNTY HEAD START PREBLE COUNTY LOCAL ECUCATION AGENCIES/PREBLE COUNTY ESC PREBLE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES/EARLY INTERVENTION COUNCIL ON RURAL SERVICES/EARLY HEAD START

REGARDING
PROVISION OF SERVICES FOR CHILDREN
BIRTH THROUGH AGE 5 INCLUDING CHILDREN WITH DISABILITIES
ENROLLED IN EARLY CHILDHOOD PROGRAMS/SERVICES

Revised August 2012

#### 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:

Preble County General Health District/Help Me Grow, Preble County Board of Developmental Disabilities/Early Intervention, Community Action Partnership/Preble County Head Start, Council on Rural Services/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, Early Head Start, and public school.
- 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
- 2. Joint training of staff and parents
- 3. Procedures for:
- a. Referral
- b. Evaluation

- c. IEP development/IFSP development
- d. Transitions
- 4. Updating LOCAL agreements annually
- 5. Any other items agreed to by all parties

#### 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 (ESC)
- F. Preble County Help Me Grow (HMG)
- G. Preble County Board of Developmental Disabilities (DD)
- H. Preble County Family and Children First (FCFC)
  - I. Community Action Partnership (CAP) Preble County Head Start
  - J. Council on Rural Services (CORS) 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 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 Early Head Start program.
- 4. Community Action Partnership Head Start: Children throughout Preble County can benefit from getting on the right track toward success through Community Action Partnership's Head Start Program. This program for income eligible families offers a holistic approach to child and family well being, providing curriculum-based education to children from three to five years of age, and case management services are available to the entire family. Both full and part-day classes are available at our locations in Eaton and Camden, Ohio.
- 5. Help Me Grow: A program for Ohio's expectant parents, newborns, infants, and toddlers 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 to Part B. The goal is to target infants and toddlers who have developmental delays or disabilities or a physical or mental 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.

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.

#### **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/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."
- 2. CORS Early Head Start and CAP 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 policy.
- **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 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.
- 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 Early Head Start and CAP 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 Early Head Start, CAP 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 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 bi-monthly newsletter that highlights upcoming community events and training opportunities.

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

The *Public School Districts in Preble County and CAP* 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.

CAP Head Start Program uses the *Creative Curriculum* which is research based, in both its home based and center based programs. The curriculum has been aligned with the Head Start Child Development and Early Learning Framework as well as Ohio's Early Learning Content Standards. CAP's implementation of the curriculum is outcomes driven in that it is adapted and modified based on actual child outcomes data. Following an initial developmental screening, ongoing child assessments are completed with *Teaching Strategies GOLD for Ages 3-5*, using the teaching strategies format to allow for specific individualization for each child and for the group in lesson plans.

#### 2. 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 Leaning Standards) and for shared expectations for children's learning and development as the children transition to school.

- CAP will work with designated district personnel as identified by each Superintendent's office.
- CAP 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.
  - o CAP will share a copy of the child's Transition Skills Summary to ensure a successful transition into the public school.
- With parental permission, CAP is currently working with school districts to obtain KRA-L scores for a sampling of children who attended CAP's Head Start programs.
- 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 Early Head Start a Help Me Grow IFSP.

#### 3. 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 as a *Second Language* (ESL) program, as necessary to ensure a smooth transition into the public schools.

#### 4. 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.

CORS and CAP works 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) Health Department
- d) Help Me Grow
- e) Children's Services

- f) Preble County ESC
- g) Local Medical and Dental Providers
- h) County Board of Developmental Disabilities

#### 5. Coordination of Services

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

CAP 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 writes 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 Early Head Start can only count Help Me Grow IFSP Part C children. CAP 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.

(vi) Children involved in the Head Start program will enter public school at the age of compulsory school attendance.

CAP makes 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 the Head Start Program. These activities include such things as invitations to

kindergarten teachers to meet with parents and field trips to kindergarten classrooms. Transition Skill Summaries are prepared and sent to the school district in which the child resides. As noted above, with parental permission, KRA-L scores for children are obtained to aggregate data for future program planning.

(vii) Local entities, such as a public or school library for:

- I. Conducting reading readiness programs
- II. Developing innovative programs to excite children about the world of books, including providing fresh books in the Head Start classroom
  - III. Assisting in literacy training for Head Start teachers
  - IV. Supporting parents and other caregivers in literacy efforts

CAP works very closely with the local library system to provide services for both children and parents. Parents are encouraged to apply for library cards for both themselves and their children.

#### 6. Definition of Service Areas

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

The programs are located at:

- Early Head Start at Kids Learning Place Eaton 115A West Saint Clair St. Eaton, Ohio 45320
- Community Action Partnership Head Start 304 Eaton Lewisburg Road, Eaton, Ohio 45320
- Community Action Partnership Head Start 8263 US Route 127 Camden, Ohio 45311
- Help Me Grow—615 Hillcrest Drive Eaton, Ohio 45320
- ESC—597 Hillcrest Drive Eaton, Ohio 45320
- DD/Early Intervention—201 Lexington Road Eaton, Ohio 45320

#### 7. 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.

### 8. 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 the Transition Skills Summary Form.

- 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).

CAP 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.

CAP 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, a school district of residence must ensure that a reevaluation of each child with a disability is conducted when a child transitions from preschool to school-age services.

### 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/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, further screening processes might be necessary.

Any child, with a suspected disability referred to HMG 45 days or less before his/her 3<sup>rd</sup> 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 3<sup>rd</sup> 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. Early Head Start to Help Me Grow

Early Head Start will conduct developmental screenings for all Early Head Start children within 45 days of entering the program. If a developmental delay or disability is suspected, 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 Services, an IFSP will be written.

### E. Early Head Start to Head Start/preschool

All typically developing children should transition from toddler class or home-based program to 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 Early Head Start classroom or in the home of the child to meet with Primary Caregiver or Home Visitor to plan for the transition.

If the team determines that a child is not ready to transition to preschool, EHS staff will contact DJFS for a waiver to keep a child over age 3 in a toddler room. Discussion concerning how long the waiver may be needed should precede the request.

Children 35-36 months can transition to full day/full year when a child is ready. Children transitioning into half-day programs may need to wait until the new program year depending on the time of transition.

Children transitioning into a preschool and/or full year/ full day site will begin the transition process approximately 3 days prior to their third birthday. If parent and/or staff feel more transition time is needed, then the process should be extended to meet the child's needs.

A transition agreement form will be completed with parents and staff to document the planning and to have available in the classroom as required by licensing.

As required by licensing, transitions need to be recorded on both program's daily attendance.

Time of day to begin transition should vary to give the toddler a sampling of the daily routine in preschool, beginning with the activities that he or she is most comfortable with.

Parents should be informed daily of their toddler's experiences in preschool. Highlights should be put on Daily Information sheet (center) or recorded on Personal Visit Record (home based).

Primary Caregivers or Home Visitor and preschool teachers should touch base with each other during transition process. Decision should include the parent.

If both teachers and parent agree that the transition is successful, parent is asked to take the child directly to the preschool room on the designated morning.

If it is determined that a child is not ready to begin, then a new plan will be put in place.

Children with an IFSP that have an individualized transition plan drawn up by that IFSP team, and 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.

### 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. Head Start will then set up a meeting to share these screening results with the LEA.

Head Start and the LEA will coordinate a second screening for those children who were in need of follow up based on the screening results within 30 days of the meeting. If the second screening reveals that a disability is suspected by the team, then Head Start and the LEA will coordinate a parent meeting to get permission to evaluate and begin the evaluation process. 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.

2. 642A(2) Establish ongoing channels of communication between Head Start staff and their counterparts in the schools (including teachers, social workers, local educational agency liaisons designated under section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11432(g)(1)(J)(ii)), and health staff to facilitate coordination of programs. CAP 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.

CAP maintains an open recruitment and enrollment effort 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 advisory boards, and in other collaborative activities provides opportunities to share information that can be disseminated to families who would benefit from Head Start programs. Special emphasis is on providing information to school district personnel for sharing with families enrolled in their buildings and districts. As allowed by regulations, 10% of the enrollment accepted can be children whose families are over-income, and frequently these slots are reserved for children with disabilities.

### **ROLES & RESPONSIBILITIES**

PREBLECOUNTYSCHOOLS/ PREBLE COUNTY ESC	PREBLE COUNTY CORS EARLY HEAD START CAP HEAD START	PREBLE COUNTY HELP ME GROW
Ohio School districts are required by	Head Start grantees and	The Ohio Department of

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

(Operating Standards for Ohio Schools Serving Children with Disabilities).

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, 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 children within the program are provided as identified in their IEP.

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 of Early Intervention Services (BEIS) 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:
·

### **ROLES & RESPONSIBILITIES (Continued)**

### PREBLE COUNTY SCHOOLS/ PREBLE COUNTY ESC

### Ages three through 21

- 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

# PREBLE COUNTY CORS EARLY HEAD START CAP HEAD START

### Birth to age 5

- 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

### PREBLE COUNTY HELP ME GROW

### Birth to age 3

- 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;

Team Reports are conducted to determine eligibility for services for children three through age 21;

 To develop IEP for children eligible for special education services. community resources to assure service delivery.

- To assure the development of IFSP for each eligible infant and toddler including coordination of services;
- 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.

### ASSURANCE OF MAINTENANCE EFFORT

PREBLE COUNTY PREBLE COUNTY HELI		
PREBLE COUNTY	CORS EARLY HEAD	ME GROW
SCHOOLS/ PREBLE	START	
COUNTY ESC	CAP HEAD START	
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).	CORS Early Head Start and CAP Head Start are committed to maintaining efforts and fiscal support to provision of services to children with disabilities.	Preble County FCFC is responsible for assuring that provisions for Help Me Grow services occurs through local HMG service providers  The Help Me Grow Project Director as a member of the
The Preble County ESC Preschool Coordinator as a member of the ECCC, will consult on a regular basis as needed to discuss referral and transition issues.	The Head Start Child Development Manager and the CORS Education Manager (or their designee) as members of the ECCC will consult on a regular basis as needed to discuss referral and transition issues.	Director as a member of the ECCC will consult on a regular basis as needed to discuss referral and transition issues.

### **CHILD FIND (Part 1)**

	PREBLE COUNTY	
PREBLE COUNTY	CORS EARLY HEAD	PREBLE COUNTY HELP

### SCHOOLS/ PREBLE COUNTY ESC

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.

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.

All public school districts in Preble County will respond to referrals for special education by:

- Reviewing student data and determining if a disability is suspected. If a disability is suspected then the LEA will initiate paperwork for an evaluation for preschool special education services.
- If more information is needed, then the LEA team

### START CAP HEAD START

CAP will work collaboratively with Preble County ESC in identifying children for Child Find (age 3 to 5).

Infants and toddlers in CORS Early Head Start that are identified under the local Child Find will be done in collaboration with HMG whenever possible.

These programs will:

- Notify parents of screening assessment dates
- Assist parent in locating transportation, if available
- Assist in screenings, as personnel are available

### **ME GROW**

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.

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. (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.

### **CHILD FIND (Part 2)**

### PREBLE COUNTY SCHOOLS/ PREBLE COUNTY ESC

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:

- A free, appropriate public education for ages three through five (FAPE)
- An Individualized Education Program
- Due Process
- Confidentiality
- Child Find and identification

Eligibility criteria for special education and related services will be determined according to state requirements described in (Operating Standards for Ohio Schools Serving Children

# PREBLE COUNTY CORS EARLY HEAD START CAP HEAD START

The Head Start Child Development Manager must refer a child to the LEA for evaluation as soon as the need is evident.

[Refer to 45 CFR 1308. 4(f)].

Early Head Start must use the ODH definition of disability and delay for ages birth to three [1304.3(a) (2)].

Early Head Start must refer a child to the HMG Program [1304.2(f) (92) (ii)] as soon as a need is evident.

These programs will use developmentally researched based instruments for screening.

### PREBLE COUNTY HELP ME GROW

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:

- Those who experiencing developmental delays, and
- Those who have a diagnosed mental or physical condition that has a high probability of resulting in a developmental delay.

Parents have the right to consent or to refuse

11/13

with Disabilities). These state rules determine eligibility in accordance with the requirements of (IDEIA: Individuals with Disabilities Education Improvement ACT of 2006).

The process of identification, referral, and evaluation protected under procedural safeguards begins as soon as a child is referred for a suspected disability.

Parents have the right to consent or to refuse evaluation, assessment, and special education services. See if this is repeated other places.

evaluation, assessment, and Help Me Grow services. Written parental consent must be obtained before conducting the initial evaluation and assessment, and also before the initial IFSP is developed.

**REFERRAL PROCESS (Part 1)** 

PREBLE COUNTY
PREBLE COUNTY
CORS EARLY HEAD
PREBLE COUNTY HELP

## SCHOOLS /PREBLE COUNTY ESC

"Differentiated referral procedures" means the planning, implementation, and evaluation of interventions conducted prior to referral for a multifactored evaluation; if during the differentiated referral process, a child is suspected of having a disability, a referral for an MFE is made.

All public school districts will advise parents of Procedural Safeguards under IDEA.

### START CAP HEAD START

CAP Head Start or CORS Early Head Start will:

- Screen all children within 45 days with an age appropriate instrument
- Obtain release of information from parent to refer child
- Formally refer to LEA/ESC or HMG provider any child who demonstrates a significant delay that could result in a disability (i.e., two deviations in speech)
- Assist in the evaluation process whenever possible
- Share results of any screenings, evaluations, and observations
- Actively involve and educate parents in this process

Information that may be shared includes, but is not limited to screening information, composite day, physical, dental, other health observations, and if pertinent, speech and hearing results using a locally developed referral form.

### **ME GROW**

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 Early Head Start will not need to be duplicated, if the information is current.

Children identified as eligible for Part C services per the Ohio HMG guidelines 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.

A quarterly Early Track report containing the following information is provided to the LEA within 10 calendar days of the report run date:

- 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 exiting HMG/Part C, who are eligible for Part B services, will be made per the HMG Transition at Age Three Policy.

### **REFERRAL PROCESS (Part 2)**

		PREBLE COUNTY	
	PREBLE COUNTY	CORSEARLY HEAD	PREBLE COUNTY HELP
	SCHOOLS/ PREBLE	START	ME GROW
	COUNTY ESC	CAP HEAD START	
5	Once it has been determined a child has a suspected disability for	Head Start and Early Head Start will assist in getting releases signed and providing	
	assessment, parental consent will be obtained and the process will be completed in 60 days. Preble ESC will share results of MFE in writing within 60 days of signed permission. Head Start will be invited to IEP meeting if Head Start initiated the referral	parent with transportation to screenings or evaluations, if needed.	
(	or if Head Start is being considered as a placement site.		

### **CHILD AND FAMILY PLANS**

PREBLE COUNTY	
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## PREBLE COUNTY SCHOOLS/ PREBLE COUNTY ESC

IEPs will be developed in accordance with *Operating Standards for Ohio Schools Serving Children with Disabilities*.

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.

The LEA team will review the results of the Evaluation Team Report and write the IEP.

### CORSEARLY HEAD START CAP HEAD START

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 CAP Head Start participation. This may be done on the IEP and any other child/family documents.

When the HMG develops an IFSP, the strengths and needs of the child and family will be jointly addressed as they relate to the disability with CORS Early Head Start participation. This may be done on the IFSP and any other child/family documents.

 Collaboratively determine the least restrictive environment in which to deliver services

### PREBLE COUNTY HELP ME GROW

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 initial program referral to HMG. Help Me Grow will take the lead in writing IFSP's for children eligible for HMG Part C services and Early Head Start children with a documented disability or significant developmental delay. The IFSP will take into 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 major 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.

### SERVICE DELIVERY

## PREBLE COUNTY SCHOOLS/ PREBLE COUNTY ESC

The school district is responsible for assuring a free appropriate public education (FAPE) at no expense to the family.

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 *Operating Standards of Ohio*.

# PREBLE COUNTY CORS EARLY HEAD START CAP HEAD START

Head Start and 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.

CAP Head Start will:

- Agree to review goals and objectives at least annually
- Inform the LEA of progress or barriers
- Assure that releases of information are up to date
   If it is an HMG administered
   IFSP,

CORS Early Head Start will:

- Agree to review goals and objectives at least annually
- Inform HMG of progress or barriers
- Assure that releases of information are up to date

### PREBLE COUNTY HELP ME GROW

Help Me Grow Services will be designed to meet the unique needs of infants and toddlers. IFSPs written in conjunction with Early Head Start will reflect a continuum of services.

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 the services will not be provided in a natural environment.

Each family will be assigned a Service Coordinator to help implement the IFSP in partnership with the family.

### PREBLE COUNTY SCHOOLS/ PREBLE COUNTY ESC

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 transitioning from Part C services and eligible for Part B services must have the IEP in place by the child's third birthday.

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 3<sup>rd</sup> birthday if eligible, and both the IEP and IFSP teams agree.

# PREBLE COUNTY CORS EARLY HEAD START CAP HEAD START

Children in CAP Head Start and CORS Early Head Start will start the evaluation process as soon as the need is evident with written parental approval.

### PREBLE COUNTY HELP ME GROW

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 initial program referral to HMG.

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 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.

### **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	
PREBLE COUNTY	CORSEARLY HEAD	PREBLE COUNTY HELP
SCHOOLS/	START	ME GROW
PREBLE COUNTY ESC	CAP HEAD START	
Districts follow procedures	CAP Head Start and CORS	Procedures will be followed
according to the <i>Operating</i>	Early Head Start will follow	according to the Ohio Help
Standards for Ohio Schools	the guidelines of the Federal	Me Grow Transition at Age
Serving Children with	Head Start Performance	Three Policy.
Disabilities Transition Policy.	Standard and Procedures	
	according to the Transition	
Assurance of placement in the	Policy.	
least restrictive environment		
and parental involvement		
should be included during this		
process.		

### **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	
PREBLE COUNTY	CORS/EARLY HEAD	PREBLE COUNTY HELP
SCHOOLS/	START	ME GROW

community agencies.

#### **CAP HEAD START** PREBLE COUNTY ESC Personnel conducting Evaluations used to verify the Under Ohio's Rules, a child **Evaluation Team Reports in** identified as a preschool child eligibility of an infant or with a disability may receive accordance with (Operating toddler for Early Intervention itinerant services within a services shall be conducted by Standards for Ohio Schools Serving Children with community based program personnel, appropriately Disabilities) to determine qualified through the agency (such as Head Start). eligibility for preschool or a state board. special education and related services must meet the The Ohio Department of requirements set forth within The Head Teacher Health has established published test administration qualification requirement for policies and procedures requirements. Evaluations CAP Head Start programs is relating to the establishment currently a minimum of an and maintenance of standards must be conducted in accordance with Ohio's Rules Associate's Degree in Early to assure that personnel Childhood Education, or necessary to provide Help Me to determine a documented related field. Grow services are deficit. appropriately and adequately Preschool special education **CORS** Early Head Teachers prepared and trained. working with the itinerant and center based teachers must be qualified in Infant/Toddler population Multiple agencies are involved who may have must have an Associate's accordance with (Operating specific requirements for Standards for Ohio Schools Degree in Early Childhood Serving Children with Education. personnel qualifications. Disabilities) as applicable. Related services personnel must be qualified in accordance with the Ohio Administrative Code and/or hold state licensure if contracted through other

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

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

	PREBLE COUNTY	
PREBLE COUNTY	CORSEARLY HEAD	PREBLE COUNTY HELP

## SCHOOLS/ PREBLE COUNT ESC

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 (Operating Standards for Ohio Schools Serving Children with Disabilities). 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.

### START CAP HEAD START

CORS and CAP contracts with outside agencies for social/emotional health and speech services. These contractual staff are all licensed or certified by the State of Ohio.

When CAP Head Start and CORS Early Head Start notifies the LEA or Help Me Grow of a child suspected of having a disability, the following procedures will be followed:

- 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
- Parents will be given a copy of the Health Insurance
   Portability and
   Accountability Act (HIPAA)
- Parents will sign that they have received a copy of the HIPAA regulations and this form will be kept in their child's file

### **ME GROW**

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 RESOULTION (Part 1)**

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

## PREBLE COUNTY SCHOOLS/ PREBLE COUNTY ESC

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.

These procedures are outlined in (Operating Standards for Ohio Schools Serving Children with Disabilities) 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.

Parent complaints regarding services provided by the school may be directed to the Ohio Department of Education/ Office of Early Learning and School Readiness.

# PREBLE COUNTY CORS EARLY HEAD START CAP HEAD START

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, 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.

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.

The parents of a child with a disability attending Early Head Start have the right to submit a formal written complaint with the Ohio Department of Health.

### PREBLE COUNTY HELP ME GROW

Disputes arising as a result of implementation of this cooperative agreement will follow the procedures outlined in the Ohio Department of Health Bureau of Early Intervention Services Ohio Procedural Safeguards Part C: Early Intervention. Preble County HMG has a Complaint and Dispute Resolution process. Parents/guardians of children in the HMG Program may register a complaint by contacting the HMG Project Director and filling out the Complaint Process form. Upon receipt the Project Director will review the complaint, discuss with the appropriate personnel, and make appropriate recommendations. If further action is needed, the HMG Project director 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 bypass the local process and go

	directly to the Ohio
	Department of Health.

### **DISPUTE RESOLUTION (Part 2)**

COUNTY HELP E GROW
LGROW

### 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 mental or physical condition (a developmental disability) 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.

### ACRONYMS FOR PREBLE COUNTY COOPERATIVE AGREEMENT

**BEIS** – BUREAU OF EARLY INTERVENTION SERVICES

**CAP** – COMMUNITY ACTION PARTNERSHIP

**CCS** – CENTRAL COORDINATING SITE

**CORS** – COUNCIL ON RURAL SERVICES

**DD** – DEVELOPMENTAL DISABILITIES

**ECCC** – EARLY CHILDHOOD COORDINATING COMMITTEE'S

**EI** – EARLY INTERVENTION

**ESC** – EDUCATIONAL SERVICE CENTER

**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 ADMINSTRATIVE CODE

**ODE** – OHIO DEPARTMENT OF EDUCATION

**ODH** – OHIO DEPARTMENT OF HEALTH

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

**SEA** – STATE EDUCATION AGENCY

Notifier Fire Alarm systems Security Systems Video Surveillance Access Control Systems



Jeron Nurse Call Systems
Phone Systems
Fiber Optic Cabling
Networking Cabling

2005 Commerce Drive - Sidney, Ohio 45365 - Phone: (888) 999-6847 Robert Schmidt - E-mail: rschmidt@ovis.cc - Cell: 937- 538-0022 - Fax 937-492-9688

### **PROPOSAL**

Eaton City Schools. 307 N. Cherry Street Eaton, OH 45320 ATTN: Roger Clark November 25, 2013 Access Control Upgrades Proposal No: RS112513 Page 1 of 3

Cell 937-533-3353- email rclark@eaton.k12.oh.us

- OVIS will install the Honeywell three NetAx NX1MPS Door Controllers and expansion Modules provided in the Vestibule Security project into the Hollingsworth East Building reusing the existing cabling.
- OVIS will convert the existing Pass Point data base to the Win-pak platform for the Hollingsworth East building.
- OVIS will replace the Proximity Card Readers in the Hollingsworth building to match the readers in the new buildings.
- OVIS will provide and install all required network cabling.
- OVIS will provide the system programming for the Hollingsworth building.
- OVIS will provide end user training to your access control system administrator.

- OVIS will install an IP Fire Alarm dialer and an IP Security Dialer in each building.
- OVIS will provide IP alarm monitoring for each Fire Alarm system for \$30.00 per month.
- OVIS will provide IP alarm monitoring for each Security Alarm system for \$20.00 per month.

- OVIS will replace the Proximity Card Readers in the High School to match the readers in the new buildings.
- OVIS will upgrade the High School System Software to the same platform as the new buildings

(Continued on next page)

THIS QUOTATION IS SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN, INCLUDING THOSE ON THE ATTACHED SHEETS, AND PURCHASER AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS.

Quotation Accepted and Order Confirmed:	
Purchaser's Name:	OHIO VALLEY INTEGRATION SERVICES, INC.
By:	By: Robert Schmidt
Title:	Title: Project Manager
Date:	
Ohio Valley Integration Services, Inc. is an	Equal Opportunity Employer

Notifier Fire Alarm systems Security Systems Video Surveillance Access Control Systems



Jeron Nurse Call Systems
Phone Systems
Fiber Optic Cabling
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### STANDARD TERMS AND CONDITIONS

Ohio Valley Integration Services, Inc. ("Ohio Valley") agrees to furnish the equipment specified in this Quotation ("Equipment"), subject to these standard terms and conditions.

- 1. Offer Period. This Quotation is valid for a period of thirty (30) days from the date this Quotation was signed by a representative of Ohio Valley.
- 2. Contract. Acceptance of any purchase order submitted by Purchaser is expressly made conditional on Purchaser's assent to these standard terms and conditions and Ohio Valley agrees to furnish and install the Equipment only upon these standard terms and conditions.

#### 3. Payment.

- (a) Purchaser agrees to pay Ohio Valley the sum contained in this Quotation as the full purchase price for the furnishing and installation of the Equipment.
- (b) Payment in full shall be due and payable thirty (30) days from the date of invoice. In the event Purchaser fails to pay Ohio Valley the purchase price within thirty (30) days of the date of invoice, Purchaser shall pay Ohio Valley interest on such delinquent payment at one and one-half percent (1.5%) per month or the highest rate permitted by law.
- (c) Purchaser shall pay all collection expenses, including but not limited to attorney's fees, incurred by Ohio Valley in the collection of amounts owed by Purchaser.
- 4. Security Interest. Purchaser grants to Ohio Valley, and Ohio Valley retains, a purchase money security interest in the Equipment until Purchaser shall have made full payment for the Equipment. In the event Purchaser fails to make payment on the due date in accordance with the terms and conditions of this Quotation, Ohio Valley shall have the right to retake possession of the Equipment immediately, wherever it may be found, and remove the Equipment with or without process of law. In addition, Ohio Valley may pursue any and all remedies available under the Uniform Commercial Code in effect in the State of Ohio. Upon request, Purchaser shall execute and deliver to Ohio Valley a financing statement covering the terms of this security agreement.

#### 5. Limited Warranty.

(a) Ohio Valley does not provide any express or limited warranty with respect to the Equipment. Any warranties covering the Equipment are provided by the manufacturer of the Equipment, and are not the responsibility of Ohio Valley. Ohio Valley shall provide Purchaser with a copy of the manufacturer's warranties upon completion of the installation of the Equipment.

- (b) Ohio Valley warrants to Purchaser that any installation of the Equipment by Ohio Valley shall be performed in a workmanlike manner according to standard practices. Ohio Valley's obligation under this warranty is limited to the correction of any defect in the installation of the Equipment performed by Ohio Valley which is reported to Ohio Valley within the applicable warranty period and which, upon examination by Ohio Valley, proves to be defective.
- (c) The applicable warranty period, measured from the date that the installation of the Equipment is substantially completed, shall be as set forth in this Quotation.
- (d) This warranty does not cover and Ohio Valley shall not be liable for the following: (1) corrections required because of defective installation performed by any person other than Ohio Valley; (2) corrections required because of misuse, abuse, negligence, alteration, accident, acts of God or tampering; or (3) charges by anyone for adjustments, repairs, or other work performed upon or in connection with the Equipment which is not expressly authorized in writing in advance by Ohio Valley.
- (e) Ohio Valley's only obligation under this warranty is the correction of any defective installation of the Equipment performed by Ohio Valley. Ohio Valley shall not be liable for any direct, special, indirect, incidental, exemplary, or consequential damages, including but not limited to damages for loss of profits or loss of use.
- (f) No person or firm is authorized to create for Ohio Valley any other obligation or liability in connection with the Equipment.
- (g) THIS WARRANTY IS OHIO VALLEY'S ONLY WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. OHIO VALLEY MAKES NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS WARRANTY IS LIMITED TO THE CORRECTION OF ANY DEFECTIVE INSTALLATION OF THE EQUIPMENT PERFORMED BY OHIO VALLEY. THIS WARRANTY AND THE REMEDIES SPECIFIED HEREIN ARE THE SOLE REMEDIES OF PURCHASER, WHETHER UNDER THEORIES OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY.

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- **6.** Change in Schedule. Ohio Valley shall perform work in accordance with the schedule of Purchaser to be established at the beginning of the project. Any schedule change by Purchaser or any other person shall void the established schedule.
- 7. Risk of Loss. The risk of loss, theft, destruction, or damage to the Equipment shall pass to Purchaser upon delivery of the Equipment by Ohio Valley to the project site.
- 8. Taxes. The purchase price does not include sales, use, excise, or similar taxes. Consequently, in addition to the purchase price specified in this Quotation, the amount of any present or future sales, use, excise, or other tax applicable to the sale or use of the Equipment sold hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Ohio Valley with a tax-exemption certificate acceptable to the taxing authorities. Purchaser shall hold Ohio Valley harmless from all such taxes.
- 9. Limitation of Liability. Ohio Valley's liability for any claim of any kind, including negligence and breach of warranty, for any loss or damage resulting from, arising out of, or connected with this Agreement, or from the performance or breach thereof, shall in no case exceed the purchase price allocable to the Equipment which gives rise to the claim.
- 10. Force Majeure. Ohio Valley shall not be liable for any actions or failure to act due to causes beyond its reasonable control, or due to acts of God, acts of Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials, or processing facilities.
- 11. Termination, Reduction in Quantity, Rescheduling Delivery. In the event Purchaser desires to terminate any part or all of its purchase order, reduce the quantity of the Equipment ordered, or reschedule the delivery, fair compensation shall be made to Ohio Valley which shall take into account, among other things, expenses incurred and commitments already made by Ohio Valley, reasonable costs and expenses incurred by Ohio Valley in making settlement hereunder, and the increased costs incurred by Ohio Valley by reason of a revision in the delivery schedule.

- 12. Assignment. Purchaser shall not assign, transfer, pledge, or otherwise dispose of this Agreement or any interest herein without the prior written consent of Ohio Valley.
- 13. Remedies. In the event of Purchaser's default of this Agreement, Ohio Valley shall have available all rights and remedies at law or in equity. Purchaser agrees to pay Ohio Valley all costs and expenses, including attorney's fees, incurred by Ohio Valley in exercising any of its rights and remedies. No failure on the part of Ohio Valley to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof. No waiver by Ohio Valley of any default shall constitute a waiver by Ohio Valley of any additional or subsequent default.
- 14. Entire Agreement. All agreements and understandings of any character heretofore made between Ohio Valley and Purchaser are embodied in this Agreement, and no changes shall be made to this Agreement unless the same shall be in writing and duly signed by an authorized representative of both Ohio Valley and Purchaser. No terms or provisions contained in any purchase order submitted by Purchaser shall apply.
- **15. Severability.** In the event any provision of this Agreement is held or determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.
- 16. Arbitration. Ohio Valley may, at its discretion, settle any claim or controversy arising out of or relating to this Agreement, or the breach of non-performance of any provision hereof, by arbitration in accordance with the Arbitration Rules of the American Arbitration Association in effect at the time such claim or controversy arises. Purchaser and Ohio Valley agree that any arbitration shall be administered and conducted at Dayton, Ohio.
- 17. Governing Law. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio. Purchaser hereby submits to the jurisdiction of the Courts of the State of Ohio with respect to any claim or controversy arising out of or relating to this Agreement, or the breach or non-performance of any provision hereof.

Customer	Initial