

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
April 8, 2019
6:00 p.m.

I. Opening of the Meeting

A. Call to Order – President Noble called the meeting to order.

B. Roll Call – President Noble called the roll.

E. Beeghly Present D. Durham Present L. Noble Present

T. Parks Present B. Pool Present

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

D. Recognition of Students

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

Furthermore, the Board and Administration wishes to recognize the following teams and individuals for their athletic achievements;

Whereas the Board and Administration wishes to congratulate the Eaton High School Wrestling Team as the 2019 SWBL Southwestern Division Champions;

Beau Austin
KeAnthony Bales
Seth Bowman
Logan Chapin
Owen Hewitt
Dominic Isaacs
Wade Monebrake
Zachary Schmidt
Holden Sittloh
Skyler Straszheim
Jaelynn Trantanella
Chris Weadick

Whereas, the Board and Administration wishes congratulate Skyler Straszheim, Seth Bowman and Zachary Schmidt (Alternate) for qualifying for the State Wrestling Meet, and Wade Monebrake for his 5th place finish at the OHSAA Division II State Wrestling Championship.

Whereas the Board and Administration wish to congratulate the Competition Cheer Team for competing at the 2019 OASSA State Championships;

Aleah Bates
Kaitlyn Ford
Krysten Mikesell

Alyvia Myers
Hayley Newman
Madison Sarver
Autumn Whalen
Tayla Wilson

Whereas, the Board and Administration wishes to congratulate Tyler Gregory for qualifying for the OHSA Division II Boys Swimming & Diving Championships.

Congratulations!

Mr. Parker also congratulated Mark Silvers and thanked him for his years of service as wrestling coach.

E. Executive Session

To consider the employment of a public official or employee.

The following individuals were invited to attend: Jeff Parker, MissAnne Imhoff, Rachel Tait, Brad Neavin, Matt Robbins, Tonya Brooks, Emily Cross, and Charles Cones, Jr.

Motion by Mr. Durham, second by Mr. Parks to convene executive session.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1819-067

President convenes executive session at 6:10 p.m.

President resumes open session at 6:26 p.m.

F. Other Opening Business – None.

II. Treasurer's Business – Rachel Tait

ADOPTION OF CONSENT AGENDA ITEM – FINANCIAL

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

A. The Treasurer recommends approval of the following:

1. Approve minutes of the March 11, 2019 Regular Board Meeting.
2. Approve minutes of the March 19, 2019 Special Board Meeting.
3. Approve FY19 Supplemental Appropriations.
4. Approve agreement with Hunter Consulting Company, through Southwestern Ohio Educational Purchasing Council Group Program for Ohio Worker's and Unemployment Compensation. This fee will not exceed \$1,346.00 for June 1, 2019 through May 31, 2020
5. Approve moving Anne Bruce to Masters +15 on the pay scale, retroactive to March 25, 2019.
6. Approve creation of Fund 551-9219 – Title III (Language Instruction for English Learners).
7. Approve creation of Fund 300-9526 – Fundraiser Tennis – Boys.
8. Approve creation of Fund 300-9546 – Fundraiser Tennis – Girls.

Motion by Mr. Parks, seconded by Mr. Beeghly to approve agenda item II.A.

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1819-068

III. Reports

- A. Miami Valley Career Technology Center Report** – Mr. Parks said the MVCTC Career Fair was held at Bruce. MVCTC's graduation is May 17th.
- B. Parks and Recreation Board Report** – Mr. Durham – No report.
- C. Superintendent Report** – Mr. Parker provided an update on the Cupp-Patterson education funding proposal.
- D. Other Reports** – None.

IV. Old Business – None.

V. New Business

ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL

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

A. Resignation

The Administration recommends approval of the following resignation.

1. Catherine Bourcki, Science Department Head – Middle School, resignation effective June 30, 2019.
2. Pam Friesel, Director of Pupil Services, resignation for the purpose of retirement, effective May 31, 2019.
3. Mark Silver, Varsity Wrestling Coach, resignation effective June 30, 2019.
4. Allyson Luther, Teacher, resignation effective August 16, 2019.
5. Allyson Luther, Kindergarten Grade Level Leader, resignation effective July 1, 2019.

B. Resolution to Implement a Necessary Reduction in Administrative Force

The Administration recommends approval of a resolution to implement a necessary reduction in Administrative Force due to Consolidation of Administrative Functions and Financial Conditions Affecting the District;

WHEREAS, the Superintendent recommends a reduction in force due to financial conditions affecting the District and consolidation of administrative functions; and

WHEREAS, Ohio Revised Code 3319.171 authorizes the Board of Education to reduce its force, and permits the Board to adopt an administrative personnel suspension policy governing the suspension of administrative contracts; and

WHEREAS, in accordance with Ohio Revised Code 3319.171, the Board adopted an administrative personnel suspension policy, specifically Board Policy 1540 entitled “Suspension of Administrative Contracts” (“hereinafter “Board Policy”); and

WHEREAS, in accordance with Board Policy, the Board has determined that a reduction in force of administrative staff is necessary as a result of consolidation of administrative functions and financial conditions and consolidation of administrative functions;

WHEREAS, the Superintendent has recommended the elimination of the position of Director of Technology based on the best interest of the District; and

WHEREAS, the administrator impacted by the proposed reduction in force has been notified of the intended suspension at least 15 days prior to the Board’s action under this Resolution; and

WHEREAS, the Board has complied with all applicable requirements of Board Policy and Ohio Revised Code 3319.171.

NOW, THEREFORE, BE IT RESOLVED by the Eaton Community Schools Board of Education hereby finds that a reduction in force is necessary due to financial conditions and consolidation of administrative functions.

BE IT FURTHER RESOLVED, the Board hereby approves the elimination of the Director of Technology, the duties of which shall be consolidated within another administrative role.

BE IT FURTHER RESOLVED, based on the reduction in force, a contract will be suspended. The Board, upon the recommendation of the Superintendent, hereby suspends the administrative contract of the following administrative staff, which shall be effective June 30, 2019:

1. Toby Salyers Director of Technology

BE IT FURTHER RESOLVED, the Superintendent is directed to provide written notification of this action to the affected employee and to take such other actions as are necessary or appropriate to implement the reduction in force which the Board has determined to be necessary.

BE IT FURTHER RESOLVED, that it is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in these formal actions were in meetings open to the public and in compliance with the law.

C. Create and Post Position

The Administration recommends approval to create and post the administrative position of Director of Exceptional Children's Services and School Psychology. Salary and benefits to be paid in accordance with board policy and administrative guidelines.

D. Approve Job Description

The Administration recommends approval of the job description for the position of Director Exceptional Children's Services and School Psychology (Attachment A).

E. Employment – Non-Certificated Administrators

The Administration recommends the following classified administrators for limited contracts. Salary, benefits and duties per Board Policy, Administrative Rules and Regulations and all applicable state and local requirements.

1. Jean Keller, Assistant to the Treasurer July 1, 2020 – June 30, 2022

F. Employment – Certificated Staff

The Administration recommends the employment of the following certificated personnel as listed, contingent upon meeting all state and local requirements. Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulation.

1. One year limited contracts for the 2019-2020 school year (July 1, 2019 – June 30, 2020).

- | | |
|-----------------------|----------------------|
| a. Aaron Buczkowski | l. Amy Pace |
| b. Andrew Cline | m. Madison Pittman |
| c. Lauren DuVall | n. Ryan Prince |
| d. Kelsey Flanagan | o. Elizabeth Roberts |
| e. Jana Haddix | p. Hilary Toerner |
| f. Katherine Heitkamp | q. Amanda Tully |
| g. Tim Holland | r. Jeffrey Wassom |
| h. Elizabeth Jansen | s. Abigail Watson |
| i. Derek Lucas | t. Stacy Webb |
| j. Ron Neanen | u. Heidi Wooddell |
| k. Kimberly Neeley | v. Johnny Yahl |

2. Two year limited contracts for the 2019-2020 and 2020-2021 school years (July 1, 2019 – June 30, 2021)

- | | |
|--------------------------|----------------------|
| a. William Aukerman | j. Garrett Luther |
| b. Carolyn Bulach | k. Emily Moss |
| c. Christy Cassel | l. Rachel Othersen |
| d. Jackilyn Chasteen | m. MeLeah Perry |
| e. Timothy Chasteen, Jr. | n. Amy Stevens-Arend |
| f. Kristina Fiemeyer | o. Samantha Torrey |
| g. Callie George | p. Cindy Wassom |
| h. Kayla Klapper | q. Sam Watson |
| i. Linda Laufer | r. Laura White |

3. Continuing Contract contingent upon meeting all requirements of the negotiated agreement, Board Policy, Administrative Rules and Regulations and applicable provisions of the Ohio revised Code, effective July 1, 2019.

- a. Mark Carnahan
- b. Kellie Curry
- c. Anna Fomin
- d. Leslie Roberts

G. Employment – Certificated Staff Extended Service Supplemental Contracts

The Administration recommends approval of the following extended service supplemental contracts for the 2019-2020 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Carolyn Bulach, Kindergarten Teacher – 1 day
2. Jennifer Cross, Family and Consumer Science – 5 days
3. Kellie Curry, Kindergarten Teacher – 1 day
4. Anna Fomin, Kindergarten Teacher – 1 day
5. Callie George, Speech Pathologist – 4 days
6. Jana Haddix, Kindergarten Teacher – 1 day
7. Kayla Klapper, Kindergarten Teacher – 1 day
8. Allyson Luther, Kindergarten Teacher – 1 day
9. Patricia McGinnis, Elementary School Guidance Counselor – 3 days
10. Malissa Miller, Elementary School Guidance Counselor – 5 days
11. Ron Neanen, High School Guidance Counselor – 20 days
12. MeLeah Perry, High School Guidance Counselor – 20 days
13. Leslie Roberts, Career Based Intervention Teacher – 3 days
14. Dalene Sadowski, School Nurse – 9 days
15. Amanda Tully, Kindergarten Teacher – 1 day
16. Amy Stevens-Arend, Kindergarten Teacher – 1 day
17. Hilary Waugh, Middle School Guidance Counselor – 10 days

H. Employment – Certificated Staff Extra-Curricular Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2019-2020 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Kathryn Chesnut, 1st Grade Level Leader – ½ stipend
2. Kristina Fiemeyer, 1st Grade Level Leader – ½ stipend
3. Robyn Eck, 2nd Grade Level Leader – ½ stipend
4. Sarah Leach, 2nd Grade Level Leader – ½ stipend
5. Hilary Toerner, Elementary Musical Performance Director
6. C. Annie Martin, 3rd Grade Level Leader – ½ stipend
7. Marita Mahan, 3rd Grade Level Leader – ½ stipend
8. Kelli Wright, 4th Grade Level Leader – ½ stipend
9. John Raymond, 4th Grade Level Leader – ½ stipend
10. Kaitlin Lawson, 5th Grade Level Leader – ½ stipend
11. Mark Carnahan, Bruce Elementary Accelerated Math/LA After School Program
12. Suzanne Niehaus, Chess Club Advisor – Bruce
13. Kelli Wright, Bruce Elementary Yearbook Coordinator
14. Sandy Yount, Elementary Musical Performance Director
15. Garrett Luther, Language Arts Department Head – MS
16. Emily Pioske, Vocal Music Director - MS
17. Emily Schaeffer, Mathematics Department Head - MS
18. Rhonda Winings, Social Studies Department Head – MS
19. Catherine Borucki, Academic Team Advisor – MS
20. Lauren DuVall, Student Council Advisor – MS
21. Amanda Jerdon, Honor Society Advisor – MS – ½ stipend
22. Jennifer Jones, Honor Society Advisor – MS – ½ stipend

23. Chad Tinstman, Washington D.C. Trip Coordinator
24. Ty Tolliver, Yearbook Advisor – MS
25. Amy Kochensparger, Grade 9 Class Advisor
26. Kevin Kochensparger, Grade 9 Class Advisor
27. Stephanie Herzog, Grade 10 Class Advisor
28. Leslie Kelly, Grade 10 Class Advisor
29. Jennifer Cross, Grade 11 Class Advisor
30. Amber Michael, Grade 11 Class Advisor
31. Ron Neanen, Grade 12 Class Advisor
32. Paul Bingle, Head Band Director
33. Katherine Heitkamp, Assistant Band Director
34. Anne Gaydosh-Bruce, Language Arts Department Head – HS
35. Kevin Kochensparger, Math Department Head – HS
36. Amy Kochensparger, Science Department Head – HS – ½ stipend
37. Randall McKinney, Social Studies Department Head – HS
38. Emily Pioske, Vocal Music Director – HS
39. James Richards, Science Department Head – HS – ½ stipend
40. Aaron Buczkowski, Thursday School
41. J. Scott Burnett, S.A.D.D. Advisor
42. Christy Cassel, Student Council Advisor – HS – ½ stipend
43. Anne Gaydosh-Bruce, Student Council Advisor – HS – ½ stipend
44. Teresa Gels, Peer Counselor Advisor
45. Elizabeth Jansen, Annual Advisor (During the School Day)
46. Aaron Hemmert, Academic Team Advisor
47. Katherine Heitkamp, Musical Instrumental Director
48. Leslie Kelly, Tri-Hi-Y Advisor
49. Amy Kochensparger, Science Club Advisor
50. Amber Michael, Art Club Advisor
51. Michelle Moore, Assistant Drama Director – ½ stipend (spring)
52. Emily Pioske, Musical Vocal Director
- 53.

I. Employment – Certificated Staff Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2019-2020 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. John Groom, LPDC Committee Chairperson, to be paid at a rate of \$20.00 per hour plus a \$500.00 stipend.
2. Jennifer Cross, Molly Hurd, and Carolyn Annie Martin, LPDC members, to be paid at a rate of \$20.00 per hour plus a \$100.00 stipend.

J. Employment – Certificated Staff Athletic Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2019-2020 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Chad Tinstman, Athletic Director – Middle School
2. Randall McKinney, Head Cross Country Coordinator
3. Nicholas Flynn, Program Assistant (Cross Country) – Class VI
4. Emily Dumler, Program Assistant (Cross Country) – Class VII
5. A. Brad Davis, Varsity Football
6. Samuel Watson, High School Assistant Football
7. Joseph Ferriell, Football Coordinator – Middle School
8. Ryan Prince, Football – Middle School

K. Employment –Non-Certificated Staff

The Administration recommends the employment of the following personnel for the 2018-2019 school year. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Charles Cones, Jr, Mechanic, effective May 6, 2019.

L. Employment –Non-Certificated Staff

The Administration recommends the employment of the following personnel for the 2019-2020 school year. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Tonya Brooks, Secretary (10 month)
2. Emily Cross, Secretary (9 month)

M. Employment – Certificated Staff – Substitute Teacher/Tutor as Certified by the Preble County Educational Service Center

The Administration recommends approval of the following substitute teacher/home instruction tutor for the 2018-2019 school year, as certified by the Preble County Educational Service Center.

1. Angelique Burns-Barrett

N. Employment – Temporary Positions

The Administration recommends the following as temporary summer workers, contingent upon completion of all state and local requirements for employment.

1. Custodian helpers, at a rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of 12 weeks; as needed from May 29, 2018 through August 10, 2018.
 - a. Emily Eck
 - b. Sherry Hood
 - c. Belinda Moormeier
 - d. Suzanne Stephen
2. Transportation helper, at a rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of 12 weeks; as needed from May 29, 2018 through July 27, 2018.
 - a. Randal Pearson

O. Employment of Non-Certificated Substitutes

The Administration recommends employment of the following personnel for the 2018-2019 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy, and Administrative Rules and Regulations with no fringe benefits.

1. Tonya Brooks, Substitute Secretary

P. Supplemental Contract Non-Renewals

In accordance with Ohio Revised Code, the Administration recommends the annual non-renewal and posting of the following supplemental contracts effective June 30, 2019 and request that the Board authorize the Treasurer to send notices of non-renewal to each.

1. Lisa White, Flag Corps Advisor
2. Mark Silvers, Assistant Cross Country Coordinator
3. Nan Silvers, Program Assistant (Cross Country)
4. Clint Buffenbarger, High School Assistant Football – ½ stipend
5. Austin Fudge, High School Assistant Football – ½ stipend
6. Tommy Jones, High School Assistant Football – ½ stipend
7. Chad Lee, High School Assistant Football – ½ stipend
8. Robbie Sams, Football – Middle School
9. Paige Harper, Cheerleading Advisor - Competition
10. Hope Burrell, Varsity Cheerleader Advisor (Football)
11. Hope Burrell, Varsity Cheerleader Advisor (Basketball)

12. Sasha Owens, Reserve Cheerleader Advisor (Football)
13. Hope Burrell, Reserve Cheerleader Advisor (Basketball)
14. Tiffany Baker, 8th Grade Cheerleading Advisor (Football)
15. Tiffany Baker, 8th Grade Cheerleading Advisor (Basketball)
16. Tiffany Baker, 7th Grade Cheerleading Advisor (Football)
17. Tiffany Baker, 7th Grade Cheerleading Advisor (Basketball)

18. Randy Titkemeyer, Varsity Golf
19. Tim Appledorn, Reserve Golf

20. Matt Money, Varsity Boys Soccer
21. Christopher Briley, Reserve Boys Soccer – ½ stipend
22. Andrew Bergeron, Reserve Boys Soccer – ½ stipend

23. Michael Bacher, Varsity Girls Soccer
24. Kevin Schaeffer, Reserve Girls Soccer

25. John Hitchcock, Varsity Girls Tennis
26. John Hitchcock, Varsity Boys Tennis

27. Parker Fields, Varsity Volleyball
28. Gerald Cornett, Reserve Volleyball
29. Amanda Meckstroth, 7th Grade Volleyball

30. David Honhart, Varsity Girls Basketball
31. Maggie Neanen, Reserve Girls Basketball
32. Tim Appledorn, 8th Grade Girls Basketball
33. Randy Titkemeyer, 7th Grade Girls Basketball

34. Denny Shepherd, Varsity Boys Basketball
35. Steve Sullender, Freshman Boys Basketball
36. Joel Eck, 8th Grade Boys Basketball
37. Gerald Cornett, 7th Grade Boys Basketball

38. Kajsa Ruebush, Varsity Swimming

39. Mark Silvers, Varsity Wrestling
40. Bo Maggard, High School Assistant Wrestling – ½ stipend
41. Brett Beare, Wrestling – Middle School
42. Zach Beare, Wrestling – Middle School

43. Patrick Flanagan, Varsity Baseball

44. Maggie Neanen, Varsity Softball

- 45. Corey Mowen, Program Assistant Track – ½ stipend
- 46. Zanna Spears, Program Assistant Track – ½ stipend
- 47. Mark Silver, Program Assistant Track
- 48. Dorothy Stoltz, Program Assistant Track
- 49. Bradley Kramer – Assistant Track – Middle School

Motion by Mr. Durham, seconded by Mr. Beeghly

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1819-069

ADOPTION OF CONSENT AGENDA ITEMS - ADMINISTRATIVE

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

Q. Board Policy Updates

The Administration recommends the first reading of the following new and updated board policies (Attachment B)

1. 5113 – Inter-District Open Enrollment
2. 5113.02 – School Choice Options
3. 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Students
4. 5610.03 – Emergency Removal of Students (New)
5. 6320 – Purchasing and Bidding
6. 6325 Procurement – Federal Grants/Funds
7. 6605 Crowd Funding
8. 7540.02 Web Accessibility, Content, Apps, and Services
9. 8400 School Safety
10. 8500 Food Services

R. Summer Reading Program

The Administration recommends approval of the 3rd Grade Summer Reading Program. The program will run from June 18, 2019 through July 10, 2019, Tuesday through Thursday. Staffing will include up to five (5) staff members, to be paid \$100.00 per day with duties including planning, supervision, instruction, and test administration. Costs to be paid from grant funds.

S. Student-Parent Handbooks

The Administration recommends approval of the 2019-2020 Student-Parent Handbooks for Eaton High School, Eaton Middle School, William Bruce Elementary, and Hollingsworth East Elementary. Student-Parent Handbooks are on file in each building and at the Central Administrative Office.

T. Memorandum of Understanding with the Preble County General Health District

The Administration recommends approval of the Memorandum of Understanding between Eaton Community Schools and the Preble County General Health District (PCGHD) for use of Eaton High School during health emergencies (Attachment C).

U. Agreement with Southwestern Ohio Educational Purchasing Council

The Administration recommends approval of the Foodservice Compliance Consulting Agreement with Southwestern Ohio Educational Purchasing Council (EPC) to provide consulting services in the school food service program (Attachment D).

V. Alternate School Food Authority Agreement

The Administration recommends approval of the Alternate School Food Authority Agreement between the Eaton Community City School District and the Preble County Educational Service Center for the 2019-2020 school year (Attachment E).

W. Agreement with FMX

The Administration recommends approval of an agreement with FMX Solutions for Work Order and Facility Scheduling software (Attachment F).

X. Agreement with XTek Partners

The Administration recommends approval of an agreement with XTek Partner for security camera hardware, software integration, and installation throughout the district (excluding Eaton High School).

Y. Agreements with Southwest Ohio Computer Association

The Administration recommends approval of a contract with Southwest Ohio Computer Association (SWOCA) for Internet Access Service and Managed Internal Broadband Services beginning July 1, 2019 and ending June 30, 2024. Actual cost to be adjusted based on annual E-rate discount (Attachment G).

Z. Out-of-State Student Travel

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

1. High School Girls Basketball to Purdue Women's Basketball Team Camp, West Lafayette, Indiana, June 21, 2019 through June 23, 2019.
2. High School Girls Basketball to Ball State Shootout, Muncie, Indiana, June 13, 2019 through June 14, 2019.

AA. Overnight Athletic Camp

The Administration recommends approval for the following overnight athletic camp.

1. High School Volleyball Camp, at Miami University, Oxford, Ohio, July 11, 2019 through July 13, 2019.

BB. Donation

The Administration recommends acceptance of the following donation.

1. From Covenant of Peace Church, monetary donation to East Elementary and Bruce Elementary cafeterias, for student lunches.

Motion by Mr. Parks, seconded by Mr. Beeghly

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1819-070

VI. Adjournment

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

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1819-071

President adjourns meeting at 6:42 p.m

Upcoming Board Meeting

Regular Board Meeting

Monday, May 20, 2019 – 6:00 p.m.

Hollingsworth East Elementary

EATON COMMUNITY SCHOOLS JOB DESCRIPTION

Title: Director of Exceptional Children's Services and School Psychology

Reports to: Superintendent

Employment Status: Full Time

FLSA Status: Exempt

QUALIFICATIONS:

1. Valid State of Ohio administrative license/certificate.
2. Valid State of Ohio professional pupil services school psychologist license.
3. Three (3) or more years of School Psychology Experience.
4. Three (3) or more years of Special Education Supervision Experience.
5. Must pass criminal background check.
6. Possess high moral character.
7. Possess a regular and predictable attendance record, without tardiness.
8. Possess ability to work with students, teachers and administration positively, effectively and energetically.
9. Have ability to maintain a high level of ethical behavior and confidentiality of information about students, staff and faculty.
10. Possess a knowledge of or experience with exceptional students and/or sincere desire and ability to learn about working with exceptional children.
11. Must possess a valid driver's license.

GENERAL DESCRIPTION:

Responsible for the organization and management of all gifted and special education programs and services. Execute the policies and administrative directives of the board of education according to Ohio Administrative Rules and Ohio Revised Code. Provide staff leadership to carry out gifted and special educational rules and regulations. Evaluate the ability of the Office for Exceptional Children (OEC) programs to meet the learning needs of all students. Provide leadership in the development of administrative recommendations and innovative plans to improve the school district. Under administrative direction, provide consultation, counseling, intensive psychological educational assessment of children, case management, screening and referral to appropriate agencies.

ESSENTIAL FUNCTIONS:

1. Oversees the delivery of OEC programs and services as assigned.
 2. Participates as an active member of the administrative team.
 3. Monitors legislative activities that affect student program services.
 4. Recommends policies and administrative procedures to carry out mandated requirements.
 5. Upholds board policy and all local, state, and Federal laws, rules, and regulations.
 6. Maintains a network of professional contacts. Actively participates in collaborative efforts to resolve program services and advocacy issues.
 7. Provides leadership for continuous improvement of program services. Evaluates the ability of the program to meet the needs of student participants. Supports an inclusive educational environment
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OEC Director & School Psychologist**Page 2 of 4**

- when appropriate.
8. Communicates an understanding of OEC program policies, services, and goals to employees and the public.
 9. Implements administrative directives, OEC policies, rules, regulations, and contractual agreements as they pertain to all aspects of program operations.
 10. Oversees the preservation of OEC program documents for the maximum period specified by governing board policy and state law.
 11. Oversees the preparation of reports and records required by law, board policy, and/or administrative directive. Ensures that all reports are submitted on time.
 12. Protects the confidentiality of privileged information.
 13. Prepares budget recommendations.
 14. Requisitions supplies and equipment necessary for effective delivery of program services.
 15. Assists with the preparation of grant applications as directed.
 16. Assists with the recruitment and interviewing of new program staff as requested.
 17. Oversees and provides staff development programs as appropriate.
 18. Schedules staff meetings. Promotes teamwork and provides timely information about program plans and administrative activities.
 19. Keeps current with effective instructional strategies and emerging trends.
 20. Supports an inclusive educational environment.
 21. Works cooperatively with staff in other programs to maintain continuity and facilitate the transition process for students entering or leaving the programs.
 22. Ensures the provision of all services mandated by State and Federal law.
 23. Represents the board at IEP, case conference, and annual review meetings as needed.
 24. Maintains effective working relationships with community organizations (e.g. court systems, law enforcement, child welfare services, health facilities, etc.)
 25. Reports evidence of suspected child abuse as required by law.
 26. Pursues opportunities that promote positive working relationships between parents, staff, students, and the community.
 27. Serves on committees as directed (e.g. curriculum, technology, etc.).
 28. Encourages staff to develop innovative instructional program materials.
 29. Participates in activities to keep current with advances in special education.
 30. Promote close working relationships between students, parents, teachers, and administrators.
 31. Serve as a liaison to client organization administrators, school administration and board members.
 32. Prepares and presents information of program activities at public meetings.
 33. Assess learning aptitudes, social skills, emotional development, physical growth, motor development, and academic achievement to determine individual needs. Interpret diagnostic test results to students, parents, and teachers. Recommend methods to improve the student's learning environments. Provide appropriate intervention to address problems (e.g., individual and family counseling, behavior modification, etc.).
 34. Work with parents and colleagues to ensure the provision of all services mandated by State and Federal law. Help the multidisciplinary team with the identification, assessment, and provision of appropriate intervention services for students with suspected disabilities. Participate in the development of Written Education Plans (WEPs), Section 504 Plans, and Individualized Education Plans (IEP). Help ensure that services are provided in the least restrictive educational environment. Monitor relevant legal mandates to be awareness of compliance responsibilities.
 35. Provide follow-up activities to meet the specific needs of students identified as having an exceptionality in the regular classrooms and/or special programs. Identify classroom modifications, instructional techniques, and/or adaptive equipment that support the attainment of educational goals. Help staff resolve problems related to the inclusion of students with
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OEC Director & School Psychologist

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disabilities in their peer group.

36. Provide case management services to students enrolled in programs outside the district (e.g., community preschools, home instruction, special education programs, residential facilities, etc.).
37. Assist with preschool and kindergarten screening, assessment, and data collection activities.
38. Participate in a process that allows district staff and parents to request a multi-factored evaluation and/or consultation for non-disabled students.
39. Help with the development of educational evaluation and accountability procedures.
40. Maintain an appropriate record keeping system. Prepare records and reports as required by law, district policy, or administrative directive. Strictly control access to student files. Ensure the confidentiality of privileged information.
41. Provide staff training to improve staff skills and advance and the development of new initiatives. Serve as a consultant to staff committees and team meetings (e.g., program planning/evaluations, crisis prevention/intervention, etc.).
42. Provide educational programs to help parents understand and improve parenting skills (e.g., child growth and development, conflict mediation, peer relationships, self-esteem, at-risk behavior, substance abuse/prevention, etc.).
43. Advise and direct as necessary, teachers, administration regarding due process rights of students.
44. Participate in after-school programs (e.g., open house, parent conferences, etc.).
45. Voluntarily support parent organizations and student activities as time permits.
46. Serve as a role model for students. Demonstrate personal integrity, responsibility, impartiality, respect, and courtesy.
47. Serve as district test coordinator.
48. Perform other specific job-related duties as directed.

OTHER DUTIES AND RESPONSIBILITIES:

1. Maintain valid School Psychologist licensure and Assistant Superintendent and/or Superintendent licensure as necessary for the position.
2. Represent the district at local, state and regional activities/committees at the request of the Superintendent.
3. Supervise and evaluate district school psychologist(s) and speech pathologist(s).
4. Meet all evaluation timelines as required by law.
5. Perform other duties as assigned by the Superintendent.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:	Board policies and procedures, building policies and procedures, student discipline code, motivational techniques, special education requirements and regulations; public relations, gifted education requirements and regulations; instructional curricula; required local, state and federal reports; standardized assessment practices, supervision, grading systems, intervention techniques, diagnostic practices, required reports, inventories, requisitions, emergency preparedness drills, multi-factored evaluations
Ability to:	interpret policies, procedures, and regulations, administer student assessments, communicate effectively, supervise, schedule, evaluate, follow directions, maintain records and files, prepare reports, follow emergency preparedness procedures, interpret standardized test data.

OEC Director & School Psychologist
Page 4 of 4

Skill in: computers, copier, laminator and other items as required.

CONDUCT:

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

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

EQUIPMENT OPERATED:

Computer, copier, laminator and other items as required.

ADDITIONAL WORKING CONDITIONS:

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

TERM OF EMPLOYMENT:

Two hundred sixty days; 20 vacation days; 13 paid holidays

PERFORMANCE EVALUATION:

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

This job description does not imply that these are the only duties and responsibilities to be performed. This job description is subject to change in response to funding variables, emerging technologies, improved operating procedures, productivity factors, and unforeseen events.

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 the position.

Employee

Date



Book	Policy Manual
Section	Policies Recommended for the Board 37.2
Title	INTER-DISTRICT OPEN ENROLLMENT
Code	po5113 JLW 3.27.19
Status	
Adopted	October 12, 2015

5113 - INTER-DISTRICT OPEN ENROLLMENT

~~The Board of Education shall permit the enrollment of students from adjacent school districts only in a school or program of this District, provided each enrollment is in accordance with laws and regulations of the State concerning Inter-District Open Enrollment, the provisions of this policy, and the administrative guidelines established to implement this policy.~~ The Board of Education shall permit the enrollment of students from any Ohio district in a school or program of this District, provided each enrollment is in accordance with laws and regulations of the State concerning Inter-District Open Enrollment, the provisions of this policy, and the administrative guidelines established to implement this policy.

The following definitions shall apply:

Adjacent District

A school district whose border is contiguous to a border of this District.

Adjacent-District Student

A resident student of an adjacent district who enrolls, or seeks to enroll, in this District.

Home District

The school district from which the student emanates.

Open Enrollment

State-mandated options, policies, and regulations concerning the Board's authority to adopt resolutions regarding intra-district and inter-district enrollment policies and guidelines. Inter-district open enrollment permits the admission of students to this District from adjacent districts or any other district in Ohio.

District Student

A student who resides in this District and is referred to in the statute as a Resident Native Student.

Other-District

Any school district in Ohio.

Other-District Student

A resident student of any other district who enrolls, or seeks to enroll, in this District.

Tuition Student

A non-resident student who is enrolled in this District on a tuition basis.

Applications from tuition students shall be given priority over those from other districts.

Program

Any one of the specific course offerings of this District.

Program Size

The restrictions on a number of students in a program due to circumstances unique to that specific program, the terms of a collectively-bargained, negotiated agreement, and/or financial or operating conditions of the District.

The Superintendent shall prepare guidelines for the implementation of this policy in ways that comply with relevant State laws and guidelines and establish procedures that provide for the following:

- A. Nondiscrimination on the basis of grade level, including preschool disabled; academic ability; English language proficiency; or any level of artistic, athletic, or extra-curricular skills. A student's application cannot be denied because of disciplinary action in his/her home school, except for a suspension or expulsion for ten (10) consecutive days or more that occurs in the current semester or the semester immediately preceding the application. If the District does not currently provide services required for a disabled, adjacent-district student, his/her application may be denied.
- B. Application procedures including the criteria by which applications from adjacent-district and other-district students shall be reviewed and prioritized. District students and any adjacent-district or other-school district students previously enrolled under the provisions of this policy shall be given priority.
- C. Maintenance of appropriate racial balance in District schools, classrooms, and programs.
- D. Communications with applicants and their parents concerning this policy and the District's guidelines, including the timelines for application and notification of acceptance or rejection.
- E. Athletic eligibility complies with State regulations and the provisions set forth by the Ohio High School Athletic Association.
- F. Any transportation provided by the District for an adjacent-district or other-district student takes place within established bus routes and bus stops within the District.
- G. Set District capacity limits by grade level, school building, and educational program.

The Board reserves the right to object to the Open Enrollment of a District student to another district in order to maintain an appropriate racial balance. If the Board of a student's home school district objects to a transfer of one of its students to this District for the same reason, this Board will deny the transfer unless the tuition fee is paid for the student.

This policy shall be reviewed annually by the Board to determine whether to adopt a resolution to continue the policy or to rescind Inter-District Open Enrollment. Additionally, the Superintendent shall annually review the level of diversity existing within the District's programs, grades and/or schools to assess whether the application of this policy has resulted in an adverse effect on racial balance. As a part of his/her review, the Superintendent will be responsible for determining whether there is a legal basis for the Board to use the "maintenance of appropriate racial balance" language of R.C. 3313.98. Should this review indicate that the racial balance in one or more of the District's programs, grades and/or schools has been adversely affected, the Superintendent shall consult with legal counsel to determine what, if any, appropriate steps should be taken, including, but not limited to, policy revisions or other actions necessary to comply with State and Federal law. The Board reserves the right to modify the conditions under which Inter-District Open Enrollment would continue for any particular program, classroom, or school.

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Book	Policy Manual
Section	Policies Recommended for the Board 37.2
Title	SCHOOL CHOICE OPTIONS
Code	po5113.02 - NEW JLW 3.27.19
Status	

5113.02 - **SCHOOL CHOICE OPTIONS**

The Board of Education acknowledges that the Elementary and Secondary Education Act (ESEA), as amended, provides that the parents/guardians of students enrolled in a Title I school the first year following the building's identification as being in "School Improvement", have the right to transfer their children to another school in the District, provided there is a school that provides instruction at the students' grade level(s) and such school has not been identified as being in the process of school improvement, corrective action, or restructuring. If there is not another school in the District offering instruction at the students' grade level(s) that has not been identified as needing improvement, the Superintendent shall contact neighboring districts and request that they permit students to transfer to a school in one of those districts. The Superintendent shall also offer Supplemental Educational Services (SES) to students in any school no later than the first year following the building's identification as being in "School Improvement," regardless of whether a transfer option is available.

Additionally, students attending a "persistently dangerous" school, as defined by State law have the right to transfer to another "safe" school in the District. If there is not another "safe" school in the District providing instruction at the students' grade level(s), the Superintendent shall contact neighboring districts and request that they permit students to transfer to a school in one of those districts.

Furthermore, a student who is a victim of a "violent crime" on school property also has the right to transfer to another school. If there is not another school in the District providing instruction at the student's grade level, the Superintendent shall contact neighboring districts and request that they permit that student to transfer to a school in one of those districts providing instruction at the student's grade level.

The Board of Education authorizes such transfers in accordance with AG 5113.02.

Children who transfer in accordance with this policy will be permitted to remain at the school of transfer until completing the highest grade at the school.

Title I, Section 1116(b)(1)(E) of the Elementary and Secondary Education Act, as amended

Title I, Section 1116(e) of the Elementary and Secondary Education Act, as amended

Title IX, Section 9532 of the Elementary and Secondary Education Act, as amended

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Legal	Title I, Section 1116(b)(1)(E) of the Elementary and Secondary Education Act, as amended
	Title I, Section 1116(e) of the Elementary and Secondary Education Act, as amended
	Title IX, Section 9532 of the Elementary and Secondary Education Act, as amended

Last Modified by Jessica Wing on March 29, 2019



Book	Policy Manual
Section	Policies Recommended for the Board 37.2
Title	REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS
Code	po5610 JLW 3.27.19
Status	
Adopted	October 12, 2015
Last Revised	November 6, 2017

5610 - REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS

The Board of Education recognizes that exclusion from the educational program of the schools, whether by emergency removal, out-of-school suspension, expulsion, or permanent exclusion, is the most severe sanction that can be imposed on a student in this District, and one that cannot be imposed without due process. However, the Board has zero tolerance of violent, disruptive or inappropriate behavior by its students.

No student is to be removed, suspended out-of-school, expelled and/or permanently excluded unless his/her behavior represents misconduct as specified in the Student Code of Conduct/Student Discipline Code approved by the Board. The Code shall also specify the procedures to be followed by school officials when implementing such discipline. In addition to the procedural safeguards and definitions set forth in this policy and the student/parent handbook, additional procedures and considerations shall apply to students identified as disabled under the IDEA, ADA, and/or Section 504 of the Rehabilitation Act of 1973. (See Policy 5605 - Suspension/Expulsion of Students with Disabilities.)

Students may be subject to discipline for violation of the Student Code of Conduct/Student Discipline Code even if that conduct occurs on property not owned or controlled by the Board but where such conduct is connected to activities or incidents that have occurred on property owned or controlled by the Board, or conduct that, regardless of where it occurs, is directed at a District official or employee, or the property of such official or employee.

For purposes of this policy and the Student Code of Conduct/Student Discipline Code, the following shall apply:

- A. "Emergency removal" shall be the exclusion of a student who poses a continuing danger to District property or persons in the District or whose behavior presents an on-going threat of disrupting the educational process provided by the District. (See Policy 5610.03 "Emergency Removal")
- B. "Suspension" shall be the temporary exclusion of a student by the Superintendent, Principal, assistant Principal, or any other administrator from the District's instructional program for a period not to exceed ten (10) school days. Suspension shall not extend beyond the current school year, if at the time a suspension is imposed, fewer than ten (10) days remain in the school year.

The Superintendent may instead require a student to participate in a community service program or another alternative consequence for a number of hours equal to the remaining part of the period of the suspension. The student shall be required to begin such community service program or alternative consequence during the first full week day of summer break.

In the event, the student fails to complete the required community service or the assigned alternative consequence, the Superintendent may determine the next course of action. Such course of action, however, shall not include requiring the student to serve the remaining time of the suspension at the beginning of the following year.

The procedures for suspension are set forth in the Student Code of Conduct/Student Discipline Code and Policy 5611 -

Due Process Rights.

A student who is suspended shall be permitted to complete any classroom assignments missed because of the suspension.

- C. "Expulsion" shall be the exclusion of a student from the schools of this District for a period not to exceed the greater of eighty (80) school days or the number of school days remaining in a semester or term in which the incident that gives rise to the expulsion takes place or for one (1) year as specifically provided in this policy and the Student Code of Conduct/Student Discipline Code. Only the Superintendent may expel a student. The procedures for expulsion are set forth in the Student Code of Conduct/Student Discipline Code and Board Policy 5611 "Due Process Rights".

1. Firearm or Knife

Unless a student is permanently excluded from school, the Superintendent shall expel a student from school for a period of one (1) year for bringing a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except that the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. Similarly, the Superintendent shall expel a student from school for a period of one (1) year for possessing a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. The expulsion may extend, as necessary, into the school year following the school year in which the incident that gives rise to the expulsion takes place. The Superintendent shall refer any student expelled for bringing a firearm (as defined in 18 U.S.C. 921(a)(3)) or weapon to school to the criminal justice or juvenile delinquency system serving the District.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes, but is not limited to any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or other similar device.

A knife capable of causing serious bodily injury is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device (including sharp, metal martial arts weapons such as ninja throwing stars) that is used for, or is readily capable of, causing death or serious bodily injury.

The Superintendent may, in his/her sole judgment and discretion, modify or reduce such expulsion in writing, to a period of less than one(1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);
- b. The degree of culpability given the age of the student and its relevance to the misconduct and/or punishment and/or evidence regarding the probable danger posed to the health and safety of others, including evidence of the student's intent and awareness regarding possession of the firearm or knife; capable of causing serious bodily injury; and/or
- c. The academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

2. Violent Conduct

If a student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act:

- a. would be a criminal offense if committed by an adult;

and

- b. results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6)

the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

1. applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);

or

2. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

3. Bomb Threats

If a student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat, the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, for the following reasons:

- a. for students identified as disabled under the IDEA, ADA, and Section 504 of the Rehabilitation Act of 1973, upon recommendation from the group of persons knowledgeable of the student's educational needs;

or

- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

- D. "Permanent exclusion" shall mean the student is banned forever from attending a public school in the State of Ohio.
(See Policy 5610.01)

If a student is expelled for more than twenty (20) school days or for any period of time that extends into the next school year, the Superintendent shall provide the student and his/her parents with the names, addresses, and telephone numbers of those public or private agencies in the community which offer programs or services that help to rectify the student's behaviors and attitudes that contributed to the incident(s) that caused the expulsion.

Suspension or Expulsion of Students in Grades Pre-Kindergarten through 3

- A. 2019-2020 school year, your District must reduce the number of out-of-school suspensions and expulsions issued to students in grades pre-K through 3 for offenses not listed in paragraphs A-D below by twenty-five
-

percent (25%), using the numbers reported for that category for the 2018-2019 school year as a baseline.

- B. 2020-2021 school year, your District must reduce the number of out-of-school suspensions and expulsions issued to students in grades Pre-K through 3 for offenses not listed in paragraphs A-D below by fifty percent (50%), using the numbers reported for that category for the 2018-2019 school year as a baseline.
- C. 2021-2022 school year and thereafter, your District may only issue out-of-school suspensions and expulsions to students in grades Pre-K through 3 for the offenses listed in paragraphs A-D below.]

Beginning with the 2019-2020 school year, except as permitted by law, suspension or expulsion proceedings shall not be initiated against a student in any of grades Pre-kindergarten through three unless the student has committed the following acts:

- A. The student brings a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, or possesses a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board.
- B. The student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act: 1) would be a criminal offense if committed by an adult; and 2) results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6).
- C. The student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat.
- D. The student engages in behavior of such a nature that suspension or expulsion is necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.

Prior to suspending or expelling a student in any of grades Pre-K through 3, the Principal shall, whenever possible, consult with a mental health professional under contract. If the events leading up to the student's suspension or expulsion from school indicate that the student is in need of additional mental health services, the student's Principal or the District's mental health professional shall assist the student's parent or guardian with locating providers or obtaining such services, including referral to an independent mental health professional, provided such assistance does not result in a financial burden to the District or the student's school.

If a student in any of grades Pre-K through 3 is suspended or expelled, the student shall be afforded the same notice and hearing, procedural, and educational opportunities as set forth in Board policy and the law. The suspension or expulsion of a student in any of grades Pre-K through 3 shall not limit the Board's responsibilities with respect to the provision of special education and related services to such student in accordance with Board policy and the law. Further, the Board shall not be limited in its authority to issue an in-school suspension to a student in any of grades Pre-K through 3, provided that the in-school suspension is served in a supervised learning environment.

If the Superintendent determines that a student's behavior on a school vehicle violates school rules, s/he may suspend the student from school bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior. Any such suspension must comply with due process and the Student Code of Conduct/Student Discipline Code.

The Board authorizes the Superintendent to provide for options to suspension/expulsion of a student from school which may include alternative educational options.

The Superintendent shall initiate expulsion proceedings against a student who has committed an act that warrants expulsion under Board policy even if the student withdraws from school prior to the hearing or decision to impose the expulsion. The expulsion must be imposed for the same duration it would have been had the student remained enrolled.

The Board may temporarily deny admittance to any student who has been expelled from the schools of another Ohio district or an out-of-state district, if the student's expulsion period set by the other district has not expired. The expelled student shall first be offered an opportunity for a hearing. This provision also applies to a student who is the subject of a power of attorney designating the child's grandparent as the attorney-in-fact or caretaker authorization affidavit executed by the child's grandparent and is seeking admittance into the schools of this District in accordance with Policy 5111.

The Board may temporarily deny admittance to any student who has been suspended from the schools of another Ohio district, if the student's suspension period set by the other district has not expired. The suspended student shall first be offered an opportunity for a hearing before the Board.

When a student is expelled from this District, the Superintendent shall send written notice to any college in which the expelled student is enrolled under Postsecondary Enrollment Options at the time the expulsion is imposed. The written notice shall indicate the date the expulsion is scheduled to expire.

If the expulsion is extended, the Superintendent shall notify the college of the extension.

The Superintendent may require a student to perform community service in conjunction with or in place of a suspension or expulsion. The Board may adopt guidelines to permit the Superintendent to impose a community service requirement beyond the end of the school year in lieu of applying the expulsion into the following school year.

A copy of this policy is to be posted in a central location in each school and made available to students and parents upon request. Key provisions of the policy should also be included in the parent-student handbook.

R.C. 2919.222, 3313.534, 3313.649, 3313.66, 3313.661, 3313.662, 3313.663

R.C. 3313.664, 3313.668, 3321.13 (B)(3) and (C), 3327.014

18 U.S.C. Section 921

20 U.S.C. 3351, 20 U.S.C. 7151, 20 U.S.C. 8921

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R.C. 2919.222, 3313.534, 3313.649, 3313.66, 3313.661, 3313.662, 3313.663

R.C. 3313.664, 3313.668, 3321.13 (B)(3) and (C), 3327.014

18 U.S.C. Section 921

20 U.S.C. 3351, 20 U.S.C. 7151, 20 U.S.C. 8921

Last Modified by Jessica Wing on March 29, 2019



Book	Policy Manual
Section	Policies Recommended for the Board 37.2
Title	EMERGENCY REMOVAL OF STUDENTS
Code	po5610.03 JLW 3.27.19
Status	
Adopted	October 12, 2015

5610.03 - EMERGENCY REMOVAL OF STUDENTS

If a student's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process taking place either in a classroom or elsewhere on school premises, then the Superintendent, Principal or assistant Principal may remove the student from curricular activities or from the school premises. A teacher may remove the student from curricular activities under the teacher's supervision, but not from the premises. If a teacher makes an emergency removal, the teacher will notify a building administrator of the circumstances surrounding the removal in writing, as soon as practicable. Because such removal is not subject to the normal suspension and expulsion procedures, no prior notice or hearing is required for any removal under this policy.

A due process hearing will be held on the next school day after the removal is ordered. Written notice of the hearing and the reason for the removal and any intended disciplinary action will be given to the student as soon as practical prior to the hearing. If the student is subject to out-of-school suspension, the student will have the opportunity to appear at an informal hearing before the Principal, Assistant Principal, Superintendent or designee and has the right to challenge the reasons for the intended suspension or otherwise explain his/her actions. Within one (1) school day of the decision to suspend, written notification will be given to the parent(s)/guardian(s) or custodian of the student. This notice will include the reasons for the suspension, the right of the student or parent(s)/guardian(s) to appeal to the Board or its designee and the student's right to be represented in all appeal proceedings. If it is probable that the student may be subject to expulsion, the hearing will take place on the next school day after the date of the initial removal and will be held in accordance with the procedures outlined in the Policy 5611 - Due Process Rights. The person who ordered or requested the removal will be present at the hearing.

A student in any of grades pre-kindergarten through 3 may be removed only for the remainder of the school day, and shall be permitted to return to any curricular and extra-curricular activities on the next school day (following the day in which the student was removed or excluded). When a student in any of grades pre-kindergarten through 3 is removed and returned to his/her curricular and extra-curricular activities the next school day, the Principal is not required to hold a hearing (or provide written notice of same).

The Principal shall not initiate suspension or expulsion proceedings against a student in any grades pre-kindergarten through 3 who was removed unless the student has committed one (1) of the following acts:

- A. The student brings a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board. Similarly, the Principal can initiate suspension or expulsion proceedings if the student possesses a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board.
- B. The student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act: 1) would be a criminal offense if committed by an adult; and 2) results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in

R.C. 2901.01(A)(6).

C. The student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat.

D. The student engages in behavior of such a nature that suspension or expulsion is necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees

If the Superintendent or Principal reinstates a student prior to the hearing for emergency removal, the teacher may request and will be given written reasons for the reinstatement. The teacher cannot refuse to reinstate the student.

In an emergency removal, a student can be kept from class until the matter of the misconduct is disposed of either by reinstatement, suspension or expulsion.

R.C. Chapter 2506, 3313.66, 3313.661, 3313.662, 3313.668

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R.C. Chapter 2506, 3313.66, 3313.661, 3313.662, 3313.668

Last Modified by Jessica Wing on March 29, 2019



Book	Policy Manual
Section	Policies Recommended for the Board 37.2
Title	PURCHASING AND BIDDING
Code	po6320 JLW 3.27.19
Status	
Adopted	October 12, 2015
Last Revised	December 10, 2018

6320 - PURCHASING AND BIDDING

Price Quotations for Items Not Required to be Competitively Bid

It is the policy of the Board of Education that the Superintendent seek at least two (2) price quotations, unless fewer quotations are available, on purchases of any supplies, materials, and/or equipment costing more than \$10,000, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the District or when the item is subject to formal bid. Standardized purchasing procedures of the District (AG 6320A) shall be followed when purchasing on the basis of price quotations from vendors.

Competitive Bidding

~~When the Board determines to build, repair, enlarge, improve, or demolish a school building the cost of which will exceed \$50,000 the Superintendent shall obtain competitive bids.~~

~~In accordance with statute, the Board may elect to forego the bidding for contracts in any of the following situations:~~

- ~~A. the acquisition of educational materials used in teaching~~
- ~~B. if the Board elects and declares by resolution to participate in purchase contracts, in accordance with R.C. Chapter 125 and the terms and conditions prescribed by the Department of Administrative Services~~
- ~~C. if the Board determines and declares by resolution adopted by two thirds (2/3's) of its members that any item is available and can be acquired only from a single source~~
- ~~D. if the Board declares by resolution adopted by two thirds (2/3's) of its members that the installation, modification, and/or remodeling subject to contracting is involved in an energy conservation measure undertaken through an installment payment contract under R.C. 3313.372 or pursuant to R.C. 133.06(G)~~
- ~~E. the acquisition of computer software and/or computer hardware for instructional purposes~~
- ~~F. if the Board finds and determines that an urgent necessity exists (as defined by statute) with respect to a particular improvement~~
- ~~G. if improvements are related to the security and protection of school property~~
- ~~H. if, pursuant to R.C. 9.48, the Board participates in a joint purchasing program, operated by or through a national or State association of political subdivisions in which the Board is eligible for membership or through the Federal government or another political subdivision~~
- ~~I. if supplies, services, or materials are to be purchased from a qualified nonprofit agency pursuant to Sections 4115.31 to 4115.35~~

~~The Superintendent shall verify that the specifications for any public improvement project for which bids are solicited do not require any bidder to:~~

- ~~A. enter into agreements with labor organizations on said public improvement; or~~
- ~~B. enter into an agreement that requires its employees to become members of or pay fees or dues to a labor organization as a condition of employment or continued employment.~~

~~Bidding shall be conducted in accordance with R.C. 3313.46 and related statutes.~~

~~Bids shall be sealed and shall be opened by the Treasurer/CFO in the presence of at least one (1) witness.~~

Soliciting of Bids

~~The Board, by resolution, may award a bid to the lowest responsible bidder. For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:~~

- ~~A. the experience (type of product or service being purchased, etc.) of the bidder;~~
- ~~B. the financial condition;~~
- ~~C. the conduct and performance on previous contracts (with the District or other agencies);~~
- ~~D. the bidder's facilities;~~
- ~~E. management skills;~~
- ~~F. the ability to execute the contract properly;~~
- ~~G. a signed affidavit affirming that neither the bidder nor any sub-contractor has entered into an agreement with any labor organization regarding the public improvement project.~~

Awarding of Bids

~~The Board shall approve all contracts resulting from competitive bids prior to being awarded. The Board reserves the right to reject any or all bids.~~

~~In situations in which the Board has resolved to award a bid to the lowest responsible bidder and the low bidder does not meet the considerations specified above, the Board shall so notify the bidder, in writing, by certified mail.~~

Limitations

All purchases that are within the amount contained in the function of the appropriation may be made upon authorization of the Treasurer/CFO.

The Treasurer/CFO is authorized to adjust appropriations within a fund in order to make necessary purchases and shall report such modifications at the following regular Board meeting.

Then and Now Certificate

If the Treasurer can certify that both at the time of the purchase and at the time of certification, sufficient funds were available or in the process of collection, to the credit of the respective fund, properly appropriated and free from previous encumbrance, the expenditure may be authorized. The Board may approve such payment within thirty (30) days from receipt of such certificate.

Amounts of less than \$3,000 may be paid by the Treasurer upon completion of the "then and now" certificate, provided that the expenditure is otherwise lawful.

The Board should be advised of all nonbid purchases when the amount exceeds the amount of the appropriation.

The Superintendent is authorized to make emergency purchases, without prior adjustment, of those goods and/or services needed to keep the schools in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

"Blanket" Certificates

The Treasurer may issue "blanket" purchase orders (certificates) for a sum not exceeding an amount established by resolution of the Board against any specific line item account over a period of time, not to extend beyond the end of the fiscal year in which it is issued. Only one (1) "blanket" purchase order (certificate) may be outstanding at any one (1) particular time for any one (1) particular line item appropriation.

"Super Blanket" Certificates

The Treasurer may issue "super blanket" purchase orders (certificates) for any amount for expenditures and contracts from a specific line-item appropriation account in a specified fund for most professional services, fuel, oil, food items, and any other specific recurring and reasonably predictable operating expense. Such a purchase order (certificate) shall not extend beyond the fiscal year.

Contracts for Development and Improvement of Facilities

All contemplated contracts for professional design services such as from an architect or for construction management shall be in accordance with R.C. 9.33 - 9.335 and R.C. 153.65 - 153.71 as applicable, as well as any relevant provisions of the Ohio Administrative Code.

Competitive Bidding

When the Board determines to build, repair, enlarge, improve, or demolish a school building the cost of which will exceed \$50,000, or for the purchase (or lease-purchase) of school buses, the Superintendent shall obtain competitive bids.

In accordance with statute, the Board may elect to forego the bidding for contracts in any of the following situations if:

1. the Board elects and declares by resolution to participate in purchase contracts, in accordance with R.C. Chapter 125 and the terms and conditions prescribed by the Department of Administrative Services
2. the Board determines and declares by resolution adopted by two thirds (2/3's) of its members that any item is available and can be acquired only from a single source
3. the Board declares by resolution adopted by two-thirds (2/3's) of its members that the installation, modification, and/or remodeling subject to contracting is involved in an energy conservation measure undertaken through an installment payment contract under R.C. 3313.372 or pursuant to R.C. 133.06(G)
4. the Board finds and determines that an urgent necessity exists (as defined by statute) with respect to a particular improvement'
5. pursuant to R.C. 9.48, the Board participates in a joint purchasing program, operated by or through a national or State association of political subdivisions in which the Board is eligible for membership or through the Federal government or another political subdivision

The Superintendent shall verify that the specifications for any public improvement project for which bids are solicited do not require any bidder to:

1. enter into agreements with labor organizations on said public improvement; or
2. enter into an agreement that requires its employees to become members of or pay fees or dues to a labor organization as a condition of employment or continued employment.

Bidding shall be conducted in accordance with R.C. 3313.46 and related statutes.

Bids shall be sealed and shall be opened by the Treasurer/CFO in the presence of at least one (1) witness.

Soliciting of Bids

The Board, by resolution, may award a bid to the lowest responsible bidder. For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

1. the experience (type of product or service being purchased, etc.) of the bidder;
 2. the financial condition;
 3. the conduct and performance on previous contracts (with the District or other agencies);
 4. the bidder's facilities;
-
-

5. management skills;
6. the ability to execute the contract properly;
7. a signed affidavit affirming that neither the bidder nor any sub-contractor has entered into an agreement with any labor organization regarding the public improvement project.

Awarding of Bids

The Board shall approve all contracts resulting from competitive bids prior to being awarded. The Board reserves the right to reject any or all bids.

In situations in which the Board has resolved to award a bid to the lowest responsible bidder and the low bidder does not meet the considerations specified above, the Board shall so notify the bidder, in writing, by certified mail.

Purchase of School Buses and Certain Other Motor Vehicles

The Board shall use competitive bidding to enter into an agreement for the purchase or lease-purchase of a school bus unless an exception to bidding applies. The term "school bus" includes any vehicle designed to carry more than nine (9) passengers excluding the driver. Bids shall indicate that prior to delivery the bus must comply with all applicable State laws and regulations, including the Ohio Pupil Transportation Operation and Safety Rules. No bid bonds will be required unless requested by the Board during the competitive bidding process. The Board is not required to use competitive bidding to rent or lease a school bus as long as the agreement does not include a provision for purchase of the bus.

For the purchase of motor vehicles other than school buses, the Board will follow the adopted procedures to obtain price quotations prior to purchase when applicable. Standardized purchasing procedures of the District shall be followed when purchasing a motor vehicle other than a school bus.

Lease-Purchase Agreements

Lease-purchase agreements entered into by the Board shall be in accordance with R.C. 3313.375. Such agreements shall be a series of one (1) -year renewable lease terms totaling not more than thirty (30) years, after which time ownership is transferred to the Board if all obligations of the Board under the agreement have been satisfied.

Purchases from the State

In accordance with State law (R.C. 4115.31 - 4115.35), the Superintendent shall, in accordance with rules of the State committee for the purchase of products and services provided by persons with severe disabilities, procure products or services at the fair market price established by the committee from a qualified nonprofit agency for persons with severe disabilities, if the product or service is on the procurement list and is available within the period required by the District, notwithstanding any law requiring the purchase of products and services on a competitive bid basis.

Quantity Purchases

In order to promote efficiency and economy in the operation of the District, the Board requires that the Superintendent periodically estimate requirements for standard items or classes of items and make quantity purchases to procure the lowest cost consistent with good quality.

Requirement

Before the Treasurer/CFO places a purchase order, s/he shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the District. All purchase orders shall be numbered consecutively.

In the interests of economy, fairness, and efficiency in its business dealings, the Board requires that:

- A. items commonly used in the various schools or units thereof, be standardized whenever consistency with educational goals can be maintained;
 - B. opportunity be provided to as many responsible suppliers as possible to do business with the School District;
-

D. the purchase of food and supplies in accordance with State and Federal law, USDA regulations, and Board policy; (see Policy 1130, Policy 1214, Policy 3113, Policy 3214, Policy 4113, Policy 4214, and Policy 6460)

E. complying with food holds and recalls in accordance with USDA regulations;

F. the administration, accounting, and disposition of food-service funds pursuant to Federal and State law and USDA regulations;

G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;

H. the regular maintenance and replacement of equipment;

I. all District employees whose salaries are paid for with USDA funds or non- Federal funds used to meet a match or cost share requirement must comply with the District's time and effort record-keeping policy (see Policy 6116).

In accordance with the nutritional standards adopted by the Board, the placement of vending machines in any classroom where students are provided instruction, unless the classroom is also used to serve meals to students, is prohibited.

The District shall serve only nutritious food in accordance with the nutritional standards adopted by the Board in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages in competition with the District's food-service program must comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550.

The Superintendent will require that the food service program serve foods in the schools of the District that are wholesome and nutritious and reinforce the concepts taught in the classroom.

The Superintendent is responsible for implementing the food service program in accordance with the adopted nutrition standards and shall provide a report regarding the District's compliance with the standards at one of its regular meetings annually.

Revised 3/14/16

Revised 6/13/16

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Legal

R.C. 3313.81, 3313.811-815

A.C. 3301-91

42 U.S.C. 1758

Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

7 CFR Parts 15b, 210, 215, 220, 225, 226, 227, 235, 240, 245, 3015

OMB Circular No. A-87USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

Last Modified by Jessica Wing on March 29, 2019

**Memorandum of Understanding (MOU)
For the Provision of Use of Eaton High School
Between
The Preble County General Health District
And Eaton Community Schools
(Effective May 1, 2019)**

This memorandum of understanding is made and entered into between the **Preble County General Health District (PCGHD)** and **Eaton Community Schools**

WHEREAS, the PCGHD has statutory mandated duties during times of public health disasters;

WHEREAS, the PCGHD is required to enter into Memorandums of Understanding with local governmental, non-governmental, and private agencies pursuant to specified grant language and;

WHEREAS, Eaton Community Schools provides critical service required during public health disasters. Eaton Community Schools owns and operates Eaton High School, and is authorized to permit the PCGHD to use Eaton High School facilities, and equipment for a temporary Community Point of Dispensing Site required in the conduct of PCGHD emergency preparedness activities, and wishes to cooperate with the PCGHD for such purposes;

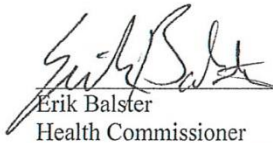
The parties hereto mutually desire to reach an understanding that will result in making the Eaton High School facility available to the PCGHD for the aforementioned use. Now, therefore, it is mutually agreed between the parties as follows:

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Eaton Community Schools agrees to allow use of the following facility and to assist the PCGHD's public health emergency response efforts during public health disaster in Preble County:

1. Eaton Community Schools agrees to allow use of the Eaton High School facility for a community Point of Dispensing (POD) site during mass vaccination/dispensing clinics.
 2. The PCGHD must immediately notify Eaton Community Schools when emergency use of facility is needed.
 - 3 All loss, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of either party pursuant to this agreement shall be the responsibility of the respective parties as such liabilities may be determined by a court of law or pursuant to any other appropriate procedure. Notwithstanding, neither party waives immunities under the Law.
 - 4 This MOU will be reviewed annually and may be terminated by either party by giving ninety (90) days prior written notice to the other party.
-

- 5 Either party may cancel or modify this MOU by giving thirty (30) days prior written notice to the other party. Any modification of this MOU will be effective only if it is in writing and signed by both parties.

 4-2-19

Erik Balster Date
Health Commissioner
Preble County General Health District

Jeff Parker Date
Superintendent
Eaton Community Schools

AS TO FORM:
Martin P. Votel
Prosecuting Attorney



Assistant Prosecuting Attorney

Foodservice Compliance Consulting Agreement

**School District: Eaton Community Schools
and
Southwestern Ohio Educational Purchasing Council**

This agreement made this 11th day of March in the year 2019, by and between the Eaton Community School District ("Board") and the Southwestern Ohio Educational Purchasing Council ("EPC"), a council of government (COG) in the State of Ohio, for the purpose of consulting services in the school food service program.

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

1. CONSULTING

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

2. DISTRICT RESPONSIBILITIES AND REQUIREMENTS

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

3. REPRESENTATION

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

4. MANAGEMENT PRACTICES

The Board shall retain control of the quality, extent and general nature of its food service program and employees. The Board and the EPC shall ensure that the food

service operation is in conformance with the school food authority's' agreement under the Program pursuant to 7CFR 210

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

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

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

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

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

5. PURCHASING

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

6. NUTRITIONAL ANALYSIS

Compliance for Ohio SB210 and the Healthy Hunger Free Children Act of 2010 require oversight on nutrient stands of items sold and served in schools. Guidelines established by regulation must be determined for nutrient content. Menu analysis on daily menus and foods served will be categorically documented for the district food service program. EPC will utilize a registered dietician or school nutrition specialist in evaluation of program nutritional regulations.

7. RECORDS AND REPORTS

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

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

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

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

8. FINANCIAL ARRANGEMENTS

The Board agrees to pay EPC each month for consulting cost of \$_____ per month for twelve months. This is inclusive of the School Nutrition and Fitness Website fees. The Board shall be invoiced starting July 1 at regular intervals, monthly or quarterly, for the consulting service. There is no additional payroll assigned to this program. Mileage will be invoiced quarterly at the current federal reimbursement rate for travel between district buildings only. Wellness Committee On-Site Participation, Student Focus Groups or additional visits above and beyond those listed in Appendix A will be invoiced separately with administrative approval at an hourly rate of \$65 per hour.

9. TERM

This agreement shall become effective as of July 1, 2019, and shall remain in effect until June 30, 2020, with renewal options as mutually agreed by both parties.

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

Any notice to be given there under shall, if to the EPC be sent to 300 Corporate Center Drive, Suite 208, Vandalia, Ohio 45377; and if to Eaton Community School District to the following address: 306 Eaton Lewisburg Rd., Eaton, Ohio 45320

10. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

School District Authorized Signature

Date

Ken Swink, Executive Director

Date

SEE APPENDIX A ON FOLLOWING PAGE

APPENDIX A

EPC FOODSERVICE COMPLIANCE/CONSULTING DUTIES

DistrictRequirements toParticipate:

EPC Member
SWEPC Cooperative Member (Commodity Program)
Web Based Point of Sale System Recommended but not required
School Nutrition and Fitness Website (Included in EPC service) Display and provide District Info
Board Policies Up to Date- EPC will help to evaluate
Participation in DOD Program
Compliance with NSLP Rules and Regulations (guidance by EPC)
Drop Box Access and Use
Give Access of ODE CRRS system to EPC
Assign a Director, Mgr. or Cook in Charge (CIC) and Administrator in Charge (AIC) for communication purposes and CRRS approval
Maintain at least one Level 2 Serv Safe Certificated Employee per kitchen
Secure and Maintain Foodservice License Annually
Maintain foodservice records for 3 years plus the current school year

DistrictResponsibilities:

Process Free/Reduced Applications, Direct Certification, (Guidance will be provided). Verification by the EPC.
Personnel Mgmt., Hiring, Training, Discipline, Evaluation, Sub Coverage, Cook's Calendar
Daily Kitchen Operation including adherence to Board of Health Regulations
All Cash Handling and PO processing
Ordering of all food and supplies with provided order guide and complete EOM Inventory (form provided by EPC)
Follow Menu Provided and Complete Production Records Daily (EPC will provide)
Preventative Maintenance, Hood Cleaning and Equipment Repair Scheduling
Maintenance, Updating and Repair of POS computers, POS, online payment and online application software and internet
Monthly cafeteria accounting reports to EPC: summary of bills paid by vendor, any outside sales (pre-school, catering, etc.), CN 6 and CN7, other meal reports from POS system,
Provide Monthly Treasurer reports (FINDET sorted by Object code and FINDET sorted by fundy only) or or read only online access for 006 Fund
Provide Annual Labor and Benefit Summary for all foodservice employees
All Parent and Staff Communication (EPC will provide NSLP required communication)
Professional Standards Training Compliance (EPC supervised option)
Oversight/Mgmt. of Student Allergy Forms and Substitutions (guidance will be provided)
Annual Nutritional Compliance Report (EPC will provide guidance)
File Claims in CRRS

EPCResponsibilities:

Monthly Menu (based on standard EPC Cycle) with automated production records
Nutritional Spreadsheet and Website Menu Updates, including Allergens
Whole Grain Assurance
Standardized Recipe Book Provided for recipe items on menu
USDA 6 cent compliance worksheet and menu analysis of cycle menu
Buy American Compliance
Order Guide of approved products for menu from EPC commercial bid and considering SWEPC Commodity Items Available
Provide EOM inventory Sheet and Calculate EOM Inventory Values
Monthly Profit and Loss by school, Monthly Foodservice Report Card and Recommendations to Administration
Reconcile Foodservice Records with Treasurer's Office Monthly
Monitor Commodity Usage
Non-Program Foods Calculation
Paid Lunch Equity
Order Guide for Miscellaneous Supplies
Pricing Evaluation and Recommendation, Student and Adult
Minimum 6 week evaluation visit with written report by field rep
Administrative Review Compliance Assistance (audited annually by field Rep)
Review application approval
Procurement Review Assistance/Oversight (audited annually by field Rep)
On-Site Review Compliance Forms (1X Annually)
Potable Water Regulation Review
Non-Discrimination Signage Audit
EPC Phone Support (above normal general calls)
Meal Identification Content Recommendation for meal signage
Civil Rights Compliance Training
Professional Training Compliance and Tracking for all foodservice employees
Parent Letter Compliance Updates- Application, Eligibility Determination, Direct Cert Letters, Verification, Adverse Action
USDA NSLP Sponsor Application and Public Release
SWEPC Coop Annual Sign Up
Community Eligibility Evaluation and Reporting
Health Department Inspection Tracking
Required Notifications- Breakfast, Summer Feeding, Charge Policy
Verification Process and Report in CRRS
Provide Allergy Form for District to use.
Wellness Policy Guidance
Foodservice Board Policy Review
Charge Policy Development
Foodservice Handbook with District Specific Template
Beverage Standards
HACCP Policy

Equipment Evaluations and Purchase Recommendations
Smart Snack Compliance Review

Total of EPC Responsibilities	\$1335 monthly
School Nutrition and Fitness Website	\$ 90 monthly

Total Monthly \$1425

Extra Services:

Wellness Committee Participation/Student Focus Groups/Surveys (\$65/hr.)
After School Snack Program (\$500 Flat Fee), includes 1 compliance visit
Summer Foodservice Program (\$500 Flat Fee) , includes 1 compliance visit
Other Consulting Services/Onsite Assistance (\$65/hr.)



Alternate School Food Authority (SFA) Arrangement

A School Food Authority (SFA) is the governing body which is responsible for the administration of one or more schools and has legal authority to operate school meal programs therein or is otherwise approved by USDA's Food and Nutrition Service, to operate the school meal programs.

1. **THE PREBLE COUNTY EDUCATIONAL SERVICE CENTER, IRN 049254 (SFA 2)** wishes to transfer authority to operate the specified school meal program(s) for the students of SFA 2 to **EATON COMMUNITY CITY SCHOOL DISTRICT, IRN 043935 (SFA 1)**. All legal and financial authority for operating the specified school meal program(s) for the students of SFA 2 is hereby transferred to SFA 1. SFA 1 accepts total legal and financial responsibility for SFA 2's specified school meal program(s). This includes paying overclaims as a result of administrative reviews, distributing USDA commodities and complying with program regulations. SFA 2 hereby relinquishes its authority to operate the specified school meal program(s) to SFA 1.
2. The parties to this agreement agree to cooperate fully, to work in good faith and to assist each other in the mutual performance of this agreement. In connection therewith, the parties shall meet from time to time upon reasonable request of either party at a mutually agreed time and location to confer in good faith and amicably in a business-like manner work out disputes arising from the implementation of this agreement.
3. This agreement shall become effective **August 19, 2019** and it shall remain in effect until **May 28, 2020** (no longer than one year), unless terminated by a prior notice of not less than 60 days from one party to the other. The term of the agreement can be extended upon mutual agreement of the parties and upon approval from the Office for Child Nutrition.

SFA 1

Signature _____

Title _____

Phone Number _____ Date _____

SFA 2

Signature [Signature]

Title Treasurer

Phone Number 937-456-1187 Date 3/27/19

THIS ARRANGEMENT **does not** constitute the entire agreement between the parties with respect to subject matter thereof. (See Attachment 4 for details to consider and/or negotiate.)

NOTE: Alternate SFA Arrangements must be approved by the Ohio Department of Education (ODE) on a case-by-case basis. ODE will review a written description of the alternate arrangement, which answers the questions listed on the attached page entitled: "Terms of Agreement to be Considered and/or Negotiated in the Alternate School Food Authority (SFA) Arrangement", before giving approval. Please forward the signed agreement and terms of the arrangement to the *Ohio Department of Education, Office for Child Nutrition, 25 S. Front St., Mail Stop: 303, Columbus, Ohio 43215-4183*. ODE will advise you as soon as the Alternate SFA Arrangement has been approved.



www.gofmx.com
 1 (844) 664-4400
 800 Yard St., Suite 115 Grandview Heights, OH 43212

FMX Quote Summary

Address Information

Contact Name Matt Robbins
 Email mrobbins@eaton.k12.oh.us
 Account Name Eaton Community Schools
 Billing Address 600 Hillcrest Drive
 Eaton, Ohio 45320
 United States
 Phone (937) 472-2691

Quote Information

Quote Number 00004806
 Expiration Date 4/30/2019
 Prepared By Darin Porter
 Email darin.porter@gofmx.com
 Phone (740) 935-5682

Product	Line Item Description	Sales Price	Quantity	Total Price
BigTeams Integration	May, June and July 2019 @ \$83 per month	\$250.00	1.00	\$250.00
FMX Monthly Subscription Fee	May, June and July 2019 @ \$283 per month	\$849.00	1.00	\$849.00
Implementation and Training Fee (One Time Fee)	setup, implementation and training	\$2,200.00	1.00	\$2,200.00

Grand Total: \$3,299.00

Subscription Summary

- Unlimited users (administrators, technicians, requesters, etc.)
- Data imports from provided templates
- Site customization (custom fields, approval processes, email notifications, etc.)
- Site specific branding (URL and Logo)
- Mobile Access
- Basic reporting
- Full access to asset management and reporting
- Premier support and training
 - o Dedicated Customer Success Manager
 - o Remote-training
 - o Access to online FMX Learning Center
 - o Live email and telephone support (Monday – Friday 8:00am-6:00pm EST)

Price Includes: Maintenance Requests, Planned Maintenance,
 Schedule Requests, Transportation Requests,
 Single Sign On, Standard Dashboards,

Quote Acceptance Information

Billing

Prices shown above do not include any state and local taxes that may apply. Any such taxes are responsibility of the Customer and will appear on the final Invoice. If you are exempt from sales tax, please send the required tax exemption documents to billing@gofmx.com. Invoices for this order will be emailed automatically from billing@gofmx.com.

Renewal

The subscription term will automatically renew for successive periods equal to the initial term unless either party notifies the other in writing at least thirty (30) days prior to expiration of the then current term.

By signing this Quote, I agree to the **FMX Terms of Use**.

Signature:
 Name:



www.gofmx.com
 1 (844) 664-4400
 800 Yard St., Suite 115 Grandview Heights, OH 43212

FMX Quote Summary

Address Information

Contact Name Matt Robbins
 Email mrobbins@eaton.k12.oh.us
 Account Name Eaton Community Schools
 Billing Address 600 Hillcrest Drive
 Eaton, Ohio 45320
 United States
 Phone (937) 472-2691

Quote Information

Quote Number 00004805
 Expiration Date 8/1/2019
 Prepared By Darin Porter
 Email darin.porter@gofmx.com
 Phone (740) 935-5682

Product	Line Item Description	Sales Price	Quantity	Total Price
BigTeams Integration	Schedule Star Integration	\$1,000.00	1.00	\$1,000.00
FMX Annual Subscription Fee	\$1,500 + \$1 per student @ 1,900 students	\$3,400.00	1.00	\$3,400.00

Grand Total: \$4,400.00

Subscription Summary

- Unlimited users (administrators, technicians, requesters, etc.)
- Data imports from provided templates
- Site customization (custom fields, approval processes, email notifications, etc.)
- Site specific branding (URL and Logo)
- Mobile Access
- Basic reporting
- Full access to asset management and reporting
- Premier support and training
 - o Dedicated Customer Success Manager
 - o Remote-training
 - o Access to online FMX Learning Center
 - o Live email and telephone support (Monday – Friday 8:00am-6:00pm EST)

Price Includes: Maintenance Requests, Planned Maintenance, Schedule Requests, Transportation Requests, Single Sign On, Standard Dashboards,

Quote Acceptance Information

Billing

Prices shown above do not include any state and local taxes that may apply. Any such taxes are responsibility of the Customer and will appear on the final Invoice. If you are exempt from sales tax, please send the required tax exemption documents to billing@gofmx.com. Invoices for this order will be emailed automatically from billing@gofmx.com.

Renewal

The subscription term will automatically renew for successive periods equal to the initial term unless either party notifies the other in writing at least thirty (30) days prior to expiration of the then current term.

By signing this Quote, I agree to the [FMX Terms of Use](#).

Signature:
 Name:
 Title:
 Date:



3611 Hamilton Middletown Road | Hamilton Ohio 45011-2241 | Phone 513.867.1028 | Fax 513.867.0754

SERVICE PROVIDER CONTRACT EA-1-19
INTERNET SERVICE

This agreement for Internet Access service ("Agreement") is between the **SOUTHWEST OHIO COMPUTER ASSOCIATION** ("Provider" or "SWOCA") with a principal place of business at 3611 Hamilton-Middletown Rd, Hamilton, Ohio, 45011 and Eaton Community Schools ("Customer"), with a principal place of business at 304 Eaton Lewisburg Rd., Eaton, OH 45320. Provider and Customer may hereinafter be collectively referred to as "Parties" and individually as a "Party".

RECITALS

WHEREAS, Provider is a regional educational center organized by the State of Ohio pursuant to Section 3301.075 of Ohio Revised Code to provide for the establishment of an Ohio education computer network under procedures, guidelines, and specifications of the department of education, and;

WHEREAS, the Customer is an educational entity in the State of Ohio, and;

WHEREAS, the Provider desires to provide to Customer and Customer desires to purchase from Providers the services detailed in this Agreement;

I. DEFINITIONS:

As used in this Agreement the following terms shall be defined as follows:

"*Bandwidth Service Provider*" shall mean the vendor sub-contracted by the Provider to provide transport for the contracted bandwidth.

"*Internet*" shall mean the publicly available worldwide system of interconnected computer networks that uses agreed upon technical standards based on the Internet Protocol (IP) or similar protocol.

"*Internet Access Service*" shall mean the Provider's basic conduit access to the Internet and for services that are an integral component part of basic conduit access.

"*Services*" shall mean all of the duties and ministrations listed in Article III and Exhibit A of this Agreement.

"*User*" shall mean a school or person authorized by a school to make use of the Services purchased or secured by Customer from Provider by this Agreement.

II. TERM AND RENEWAL

The initial term of this Agreement shall be for the five (5) year period beginning July 1, 2019 and ending June 30, 2024.

After the initial term of this Agreement, this Agreement shall extend for one (1) additional five (5) year period ("Renewal Term"), unless Customer provides Provider with written notice of its intent not to renew this Agreement prior to January 1st of the final year of the initial Term.

III. SERVICE

Provider shall furnish Customer Internet access services on a 24-hour per-day, 7 day-per-week basis, and as further described in the attached Exhibit A and Schedule I.

IV. CHARGES AND PAYMENT

- a. Charges for the Services provided under this Agreement are set forth on Schedule 1 and Charts A and B of attached Exhibit A. Provider may purchase transport through a third-party Bandwidth Service Provider. The cost of transport from the Bandwidth Service Provider may vary and will be passed through directly to Customer. Customer agrees to be responsible to Provider for all charges pursuant to Schedule 1 and Charts A and B throughout the period of the Agreement, regardless of whether: (1) Customer fails to appropriate sufficient funds; or (2) E-rate funding is approved and/or received.
- b. Provider will bill quarterly in August, October, January and April for the Services and, upon approval of the FCC Form 486, will provide discounted invoices to Customer. Should Customer desire to receive an undiscounted bill subject to the Form 472 reimbursement process, Customer must notify Provider in writing of the request.
- c. Payment of all invoices for Services provided by Provider under this Agreement shall be due and payable within thirty (30) days of the mailing date reflected on the Customer's receipt invoice. Provider may, at its sole discretion, terminate or suspend the Services to Customer if payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for enforcement of payment. If the Provider suspends Services to Customer pursuant to this Section, Provider reserves the right to charge Customer a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to any other amounts owed to Provider by Customer.

V. WARRANTIES AND LIMITATIONS ON LIABILITY AND INDEMNIFICATION

- a. To the extent permissible by law, Provider shall not be liable for any damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users. Further, Provider shall not be liable for failure to perform if such failure is caused by acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to the Provider's Service or other event(s) not reasonably within the control of the Provider.
- b. Customer may only utilize the Services for primarily educational activities and educational administrative related activities on its premises. Customer acknowledges that the Service may be through a shared Internet network to the extent permitted by law. Where the Services provided include access to the Internet, Provider does not warrant that the functions of the Internet will meet any specific Customer or user requirements, or that Services provided will be error-free or uninterrupted; nor shall Provider be liable for any actual damages or any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the Services by Customer or its users. Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider, other than security measures included in the standard configuration of Provider's Internet Access Service. Customer therefore will make no claim against Provider regarding the use of the Service, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Customer is hereby under notice that some material contained in the Internet may be inappropriate for school aged pupils. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems.
- c. To the extent that Customer, directly or through its agents, permits pupil access to the interconnected computer system(s) of the Internet through Provider, Customer assumes full responsibility for any and all access to and usage of information contained on the interconnected computer system(s) of the Internet.

- d. CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF PROVIDER'S NETWORK TO THE EXTENT PERMITTED BY LAW.
- e. Provider reserves the right to discontinue Customer's access to the Service and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of the State Board of Education; or in violation of this Agreement; or violate state and federal law; or are uncivil conduct. For purposes of this Agreement, uncivil conduct includes but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Providers network and public networks including access to the Internet.
- f. Customer understands and agrees that Provider shall have no responsibility for the accessing or transmitting of offensive or unlawful information by Customer or Customer's users, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which Service is used.

VI. CUSTOMER USE OF SERVICE

Customer agrees that it and its employees, students and/or guests ("Customer's Users") will not use any services under this Agreement in connection with any illegal purpose or activity. Customer further agrees that its use and that of Customer's Users will be in accordance with Provider's conditions, rules, and recommended Acceptable Usage Policy available at <https://www.swoca.net/documentation/>, or other means either supplied or made available to Customer. Customer will use its best efforts to inform Customer's Users of these conditions, rules and regulations, and Customer will take actions, in cooperation with Provider staff, to enforce compliance with those conditions, rules and regulations.

VII. PROPERTY

- a. All written procedures and similar items utilized or developed in connection with this Agreement, residing with Providers, are not to be considered the property of Customer.
- b. All Provider-owned equipment ("Service Equipment") shall irrevocably and under all circumstances remain with Provider and its designee, and Customer will protect Provider's rights, title and interest therein against all persons. Customer's interest in the Services and Service Equipment is limited to possession and use thereof on the premises.

VIII. CONFIDENTIALITY OF INFORMATION

- a. Provider shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.
- b. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- c. Except as required by law, Customer agrees not to disclose any information or documentation obtained from Provider.

IX. NOTICES

All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Provider:

Name: Donna Davis Norris
Executive Director, SWOCA
Address: 3611 Hamilton-Middletown Road
City/State/Zip: Hamilton, OH 45011
Phone: 513.867.1028
Facsimile: 513.867.0754
E-mail: erate@swoca.net

2. If to Customer:

Name: Toby Saylers
Organization: Eaton Community Schools
Address: 304 Eaton Lewisburg Rd.
City/State/Zip: Eaton, OH 45320
E-mail: tsalyers@eaton.k12.oh.us

X. GENERAL PROVISIONS

- a. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.
- b. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
- c. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- d. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
- e. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- f. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.

- g. Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- h. Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.
- i. Compliance with Law.** Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
- j. Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

By signing below, Signatory of Customer ("Signatory") certifies: (1) authorization to sign on behalf of Customer, (2) Customer's ability to enter into and legally be bound by the Agreement in accordance with local and/or state law, and (3) having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER:

Eaton Community Schools

Printed name of Customer

Signature of School Official Eaton Community Schools

Printed name of School Official Eaton Community Schools

Date

(Important! Must be signed prior to submission of Form 471 and after the Allowable Contract Date: 3/8/2019)

PROVIDER:

SOUTHWEST OHIO COMPUTER ASSOCIATION

Printed name of Provider

Donna Davis Norris
Signature of Executive Director of the Provider

February 13, 2019

Date

Donna Davis Norris, Executive Director

Printed name of Executive Director of the Provider

SERVICE PROVIDER CONTRACT EA-1-19
EXHIBIT A
INTERNET ACCESS SERVICES

This exhibit is hereby made part of the Internet Access Service Agreement (the "Agreement") entered into between the SouthWest Ohio Computer Association ("Provider" or "SWOCA") and Eaton Community Schools ("Customer"), as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

If for reasons beyond Provider's control, contracted Internet Access services defined herein are not ready for delivery at the start of this contract year, service and corresponding rates will be adjusted to deliver new or existing service, prorated on the monthly basis per Schedule 1 and/or Charts A and B, including installation at Customer cost.

Furthermore, the Customer may choose to upgrade or add services per the attached Schedule 1 and Charts A and B by providing a written request. Delivery of upgraded Service is anticipated no earlier than 30 business days after acceptance of the written upgrade request. The corresponding rates will be prorated and adjusted according to Charts A and B. If Customer seeks a downgrade of Service, Provider will pass through any termination fees or Third Party Bandwidth Provider fees associated with the downgrade request.

1. Services

The Services provided and their attendant costs are set forth on Schedule 1 attached hereto and incorporated herein by reference.

2. Provider's Obligations

- a. Provider will provide Internet Access Service as specified on Schedule 1 and/or Charts A and B.
- b. Provider will install and set-up the Internet Access Service to the router and/or switch located in each building stated in Schedule 1 and/or Charts A and B.
- c. Provider will provide orientation of Customer's personnel regarding connecting to and activating the Service. At no time will Provider train Customer's personnel on the use of the Internet.
- d. Provider is not responsible for any systems, computers, devices or networks connected to the Provider's routing device.

3. Customer's Obligations

- a. Customer will assume all responsibilities for all systems, computers, devices, or networks connected to the Provider's routing device.
- b. Customer will provide surge suppression for all devices either directly or indirectly connected to the Internet access connection. The surge suppression must meet UL1449 rating.
- c. Customer will make its personnel available to the extent necessary to facilitate the planning, training, and installation of the Service.
- d. Customer will provide Provider with appropriate and sufficient space and electrical power to properly facilitate the Internet Access Service.
- e. Customer agrees not to connect any of its local area networks to alternative Internet service providers without Provider approval.
- f. Customer agrees not to resell any Service or Internet Access Service provided by Provider.

SERVICE PROVIDER CONTRACT EA-1-19
SCHEDULE 1
SUMMARY OF COSTS

This Schedule is hereby made part of the Agreement (the "Agreement") entered into between the SouthWest Ohio Computer Association ("Provider" or "SWOCA", SPIN 143024429) and Eaton Community Schools ("Customer"), as these terms are defined in the Agreement.

Billed Entity Number 129916 Contract #EA-1-19
Form 470 Application # 190023052
Allowable Contract Date 3/8/2019

Provider will render a minimum amount of 2 Gb (2048 Mbps) of basic conduit access to the Internet for the period of the Agreement. Customer may seek increased support, via a written request to Provider, per circuit, in accordance with Chart B.

The minimum charges and service levels for basic conduit access to the Internet, based on an initial 5-year agreement, (07/01/2019 – 06/30/2024) are indicated below in Chart A. Provider may increase the costs in Charts A and B by up to 5% once during the Renewal Term.

CHART A

Service Type: Internet Access Description: 2 Gb (2048 Mbps) Basic Conduit Internet Access in the school district.				
Number of school buildings		4		
Non-Instructional Facilities		1		
Qty (months)	Description	Total Unit (monthly) Cost	Extended (annual) Pre-Discount Cost	
			Recurring	Non-recurring
12	Basic Conduit Internet Access in the school district	\$ 4,220	\$ 50,640	\$
	Required hardware or installation costs for Transport Services		N/A	\$
	Total:	\$ 4,220	\$ 50,640	\$

SERVICE PROVIDER CONTRACT EA-1-19**CHART B**

Upgrade/Downgrade Costs listed below are monthly recurring costs (MRC) per circuit, based on a 5-year contract.

<i>From</i>	<i>To</i>	<i>MRC Increase</i>
5 GB	10 GB	\$ 638
2 GB	5 GB	\$ 1,162
1 GB	2 GB	\$ 575
500 MB	1 GB	\$ 25
200 MB	500 MB	\$ 100
100 MB	200 MB	\$ 25

The cost of transport from any third party bandwidth service provider may vary and will be passed through directly.

The cost to add support for an additional building shall not exceed \$600 per month, plus any applicable transport fees.



3611 Hamilton-Middletown Road – Hamilton, Ohio 45011-2241 – voice 513.867.1028 – fax 513.867.0754 – www.swoca.net

Rachel Tait
Eaton CSD
304 Eaton Lewisburg Rd.
Eaton, Ohio 45320

March 22, 2019

Rachel,

SWOCA is pleased to provide Eaton CSD with a quote for Managed Internal Broadband Service, based on Form 470 # 190025051 with an allowable contract date of 3/15/19. First-year charges based on a five year contract are listed below.

SouthWest Ohio Computer Association SPIN 143024429

Billed Entity Number: 129916 Contract # EA-MN-1908069

Form 470 Application # 190025051

Allowable Contract Date March 15, 2019

Contract Period: July 1, 2019 through June 30, 2024

Form 471 Information				
Service Type: Internal Broadband Connections				
Managed Wireless				
Qty (months)	Type of Managed Service	Total Unit (monthly) Cost	Extended (annual) Pre-Discount Cost	
			Recurring	Non-recurring
12	Managed and leased from a third party service provider	\$ 7,679.27	\$ 92,151.24	\$ -
12	Managed service contract of already installed equipment	\$ 2,081.45	\$ 24,977.40	\$ -
12	Managed by third party, and purchased from them or other vendors	\$ -	\$ -	\$ -
	Installation			\$ -
	Total:	\$ 9,760.72	\$ 117,128.64	\$ -

This agreement is not contingent upon approval of Erate funding.

SW@CA

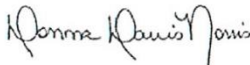
SWOCA shall furnish to Customer a managed internal broadband service consisting of the lease, installation, operation, management, and monitoring of eligible broadband internal connections components, including initial design, configuration, and integration of the network during the Term of the Agreement as specified in Exhibit A (the "service").

SWOCA asserts that all services included in this contract qualify as eligible services under the current FCC Eligible Services List. It is the responsibility of the applicant/customer to determine if any such services are being provided to ineligible recipients and cost-allocate appropriately.

SWOCA customers agree to comply with the requirements of the SWOCA Network Acceptable Use Policy. The current version is available at <http://www.swoca.net>. Customer will allow full virtual access to "edge" and "distribution" devices in the district buildings. For the purpose of this agreement, Edge devices are where the district network connects to the SWOCA network, AND any device that does layer 3 routing for the district. Distribution Devices are all devices to which access points may connect, and the path those devices take back to the Edge.

SWOCA will bill quarterly in August, October, January and April for these services and, upon approval of the Form 486, will provide discounted invoices to the district. These billings may be partially in advance. Billing in this manner is the most cost-effective means of invoicing and allows SWOCA to provide better prices to our customers. Districts wishing to receive an undiscounted bill subject to the Form 472 reimbursement process must indicate this desire in writing.

SWOCA is pleased to have provided high quality technical services for over 45 Ohio schools and districts for more than 30 years. Our skilled, certified network personnel are well aware of the needs of schools. Located near your district, we are better able to provide convenient telephone, helpdesk and on-site support when needed. Thank you for your consideration of our bid. To accept please sign this agreement on or after your allowable contract date and return to SWOCA. Acceptance of this document constitutes a binding contract between the parties. It is essential that we have the contract on file. The information on the previous page provides sufficient information for completion of your Form 471.



Donna Davis Norris, Executive Director

March 22, 2019

Signature for School/District

Name /Title

Acceptance Date

Important! Must be signed prior to submission of Form 471 and after Allowable Contract Date. (Mar 15, 2019)

SW@CA

Exhibit A: Itemized details for Contract EA-MN-1908069**March 22, 2019**

Below are the itemized details that determine the first year costs on page 1 of the referenced contract.

Contract Start: July 1, 2019 Contract End: June 30, 2024
 Contract Term: 5 Year

SWOCA Managed Wireless Service				
Qty	Item	Monthly	Annual	Scope
	Managed Network	7,679.27	92,151.24	
	Managed Wireless	2,081.45	24,977.40	
Totals:		\$ 9,760.72	\$ 117,128.64	\$ 585,643.20

SW@CA