

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
January 12, 2015
Immediately following the 5:00 p.m. Organizational Meeting

I. Opening of the Meeting

A. Call to Order – President Lisa Noble called the meeting to order at 5:17 p.m.

B. Roll Call –

Lisa Noble	Present
Terry Parks	Present
Joseph Renner	Absent
Keith Shepherd	Present
Rusty Cooper	Present

C. Pledge of Allegiance was recited

D. Recognition of Students

The recognition of students has will be moved to the February 9, 2015 meeting.

E. Recognition of Visitors None

F. Executive Session

Superintendent Curry, Treasurer Dodson and Melissa Newman are invited to participate in executive session.

To consider the employment of a public employee or official and to discuss details relative to the security arrangements and emergency response protocols for the Board of Education.

Motion by Mr. Parks, second by Keith Shepherd to convene executive session.

Cooper_Y__ Noble _Y__ Renner absent, Shepherd _Y__ Parks_Y__

President declares motion ___PASSED_____.

1415-164

President convenes executive session at __5:18_____ p.m.

President resumes open session at __5:28_____ p.m.

G. Other Opening Business none

II. Treasurer's Business – Priscilla Dodson

A. The Treasurer recommends approval of the following:

1. Approve minutes of December 8, 2014 Regular Board Meeting.
2. Submission of warrants.
3. Submission of Financial Report.
4. Submission of Investment.
5. Approve FY15 Supplemental Appropriations.
6. Approve new fund, Fund 019 Ohio Academy of Science Local Grant.
7. At the request of the Herring-Spring family, approve the transfer of the balance of the Herring-Spring Scholarship funds on hand with Eaton Board of Education, in the amount of \$56,527.52, to the St. Clair Foundation at the LCNB.
8. Approve agreement between Eaton Board of Education and Weswurd, LLC, the exclusive provider of services to assist the District in obtaining reimbursement for Medicaid-eligible expenses incurred under the Ohio Medicaid School Program ("OMSP") for claims with dates of service from July 1, 2014 through June 30, 2017.
9. The Preble County Auditor has exempted all school districts in Preble County from filing a budget report (reference ORC 5705.281). The Treasurer will present all required documents to the Auditor and the Preble County Budget Commission for review in lieu of a budget report including the Eaton Community School District's Five-Year Forecast, cash balances as of December 2014, and the debt schedule.

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

Discussion: Treasurer discussed the Herring-Spring Scholarship fund and the benefits of moving the money from the School to the St. Clair Foundation per the Herring-Spring family.

Cooper_Y__ Noble_Y__ Renner absent, Shepherd_Y__ Parks_Y__

President declares motion ___PASSED_____.

#1415-165

B. OSBA Legal Assistance Fund

The Administration recommends approval of the OSBA Legal Assistance Fund consultant service agreement at a cost of \$250.00 for the 2015 calendar year.

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

Discussion:

Cooper_Y__ Noble_Y__ Renner absent, Shepherd_Y__ Parks_Y__

President declares motion ___PASSED_____.

#1415-166

III. Reports

A. Miami Valley Career Technology Center Report – Terry Parks reported on the MVCTC. Congratulating Mr. Niehaus on his retirement, discussing the positive enrollment numbers, planned robotics program for next year, the adult diploma program and Jordon Puckett December Tech student of the month.

B. Parks and Recreation Board Report – Joe Renner-There was no report

C. Superintendent's Report – Dr. Barbara Curry

Dr. Curry presented each of the Board members with certificates of appreciation for their service to the community as Board members.

She asked for direction on the Calamity day makeup times.

There was lengthy discussion and the following was a motion by Mrs. Noble seconded by Mr. Parks to 1. Use the Professional Day, 2 Use 12/15 and 4/2, 3.11 extended days 15 minutes before & 15 minutes after and add 2 Eday lessons.

Cooper_Y__ Noble _Y__ Renner absent, Shepherd _Y__ Parks_Y__

President declares motion ___PASSED_____.

#1415-167

Dr. Curry also asked for two Special meeting days to review the Draft Policy. The Board agreed on Saturday February 14 and Saturday March 14 at 9:00 a.m.

D. Other Reports none

IV. Old Business none

V. New Business

A. Resignations

The Administration recommends approval of the following resignations.

1. Eric Kiracofe, Varsity Boys Soccer Coach, effective December 15, 2014.
2. Emily Pioske, Musical Vocal Director, effective December 18, 2014.

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

Cooper_Y__ Noble _Y__ Renner absent, Shepherd _Y__ Parks_Y__

President declares motion ____PASSED_____.

#1415-168

Discussion

B. Employment – Classified Staff

The Administration recommends amending the employment contract of Toni Smith, Educational Aide, from a half time employee to a full time employee retroactive to November 17, 2014.

Motion by Mrs. Noble, seconded by Mr. Shepherd, to approve agenda Item V.B.

Discussion: Mr. Cooper asked why this is retro to November 17th. This situation has to do with a special needs student who was attending ½ time and is now attending fully time.

And a student who now needs support who originally did not need the support.

Cooper_Y__ Noble _Y__ Renner absent, Shepherd _Y__ Parks_Y__

President declares motion ____PASSED_____.

#1415-169

A review of the Administrator reports and questions and answers from the administrators.

C. Employment – Classified Staff

The Administration recommends the employment of the following personnel for the 2014-2015 school year, effective the day after board approval unless otherwise noted. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

- i. Melissa Newman, Cafeteria Worker.

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

Discussion

Cooper_Y__ Noble _Y__ Renner absent, Shepherd _Y__ Parks_Y__

President declares motion ____PASSED_____.

#1415-170

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

The Administration recommends approval of the substitute teachers/home instruction tutors for the 2014-2015 school year, as certified by the Preble County Educational Service Center.

- i. Robert Bush
- ii. Melissa Mize
- iii. Katherine Schroeder
- iv. Abigail Yeazel

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

Discussion

Cooper_Y__ Noble_Y__ Renner absent, Shepherd_Y__ Parks_Y__

President declares motion ___PASSED_____.

#1415-171

E. Employment – Non-Certificated Staff – Substitute Employee

The Administration recommends employment of the following substitute for the 2014-2015 school year. Employment contingent upon certification (if necessary), criminal background check, and all applicable state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

1. Rachel Focht, RN, Substitute Health Aide.

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

Discussion

Cooper_Y__ Noble_Y__ Renner absent, Shepherd_Y__ Parks_Y__

President declares motion ___PASSED_____.

#1415-172

F. Approval of Volunteers

The Administration recommends approval of the following volunteers for the 2014-2015 school year; contingent upon completion of all state and local requirements, including criminal background check if necessary.

- v. Ron Neanen, Volunteer Girls Softball Coach.
- vi. Adam Tolliver, Volunteer Boys Basketball Coach.

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

Discussion

Cooper_Y__ Noble_Y__ Renner absent, Shepherd_Y__ Parks_Y__

President declares motion ___PASSED_____.

#1415-173

G. Amend Job Descriptions

The Administration recommends approval to amend the job descriptions for the following positions.

- i. Central Office Secretary Assigned to the Superintendent (Attachment A).
- ii. Secretary to the Director of Operations (Attachment B).

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

Discussion

Cooper_Y__ Noble_Y__ Renner absent, Shepherd_Y__ Parks_Y__

President declares motion ___PASSED_____.

#1415-174

H. Approval of 2015-2016 School Calendar

The Administration recommends approval of School Calendar Option _____ for the 2015-2016 school year (Attachment C).

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

Discussion

Cooper_Y__ Noble_Y__ Renner absent, Shepherd_Y__ Parks_Y__

President declares motion ___PASSED_____.

#1415-175

I. Approval of Crisis Management Plan

The Administration recommends approval of the building Emergency Operations Plans, which updates and renames the Crisis Management Plan originally adopted on September 12, 2005. Copies of the Plans are on file in each building and in the Central Administrative Office.

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

Discussion

Cooper_Y__ Noble_Y__ Renner absent, Shepherd_Y__ Parks_Y__

President declares motion ___PASSED_____.

#1415-176

J. Amend Professional Service Contract with the ESC

The Administration recommends approval to amend the Professional Service Contract with the Preble County Educational Service Center for Psychologist Services, to add up to 15 days for Psychologist/RTI Coaching services. This contract is paid through Title I funding (Attachment D).

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

Discussion

Cooper_Y__ Noble_Y__ Renner absent, Shepherd_Y__ Parks_Y__

President declares motion ___PASSED_____.

#1415-177

K. Agreement with the Dayton Area School Application Consortium

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

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

Discussion

Cooper_Y__ Noble _Y__ Renner absent, Shepherd _Y__ Parks_Y__

President declares motion ____PASSED_____.

#1415-178

L. Agreement with the Preble County General Health District

The Administration recommends approval of the contract with the Preble County Health District to provide Immunization services through December 31, 2015. Services performed by the Preble County Health District include Hepatitis B Immunization at a rate of \$38.00 per dose, Administration fee 1st vaccine at \$16.00 per visit, and PPD skin test at \$15.00 per test.

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

Discussion

Cooper_Y__ Noble _Y__ Renner absent, Shepherd _Y__ Parks_Y__

President declares motion ____PASSED_____.

#1415-179

M. Agreement with Battelle for Kids

The Administration recommends approval to enter into the 2015 service agreement with Battelle for Kids to provide approved vendor testing for Value –Added Reporting to assist with professional growth planning and evaluation in grades 1-3. Costs will be paid with grant funds (Attachment E).

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

Discussion

Cooper_Y__ Noble _Y__ Renner absent, Shepherd _Y__ Parks_Y__

President declares motion ____PASSED_____.

#1415-180

N. Agreement with Walsworth Publishing Company

The Administration recommends approval of an agreement with Walsworth Publishing Company for printing services for the Eaton High School yearbook, at a base price of \$14,500.

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

Discussion

Cooper_Y__ Noble_Y__ Renner absent, Shepherd_Y__ Parks_Y__

President declares motion ___PASSED_____.

#1415-181

O. Obsolete Items List

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

- i. OTC Used Oil Tanker, Tag Number 04286, Transportation.
- ii. Somat Pulper/Extractor, SN-9534-1, Tag Number 013518, Food Service.

Motion by_____, seconded by_____, to approve agenda Item V.O.

Discussion

Cooper_Y__ Noble_Y__ Renner absent, Shepherd_Y__ Parks_Y__

President declares motion ___PASSED_____.

#1415-182

P. Donation

The Administration recommends acceptance of the following donation.

- i. From various anonymous donors to East Elementary to purchase items for needy students and families.
- ii. From Downtown Eaton Inc., to East Elementary music program.

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

Discussion The Board appreciates all of the donations

Cooper_Y__ Noble_Y__ Renner absent, Shepherd_Y__ Parks_Y__

President declares motion ___PASSED_____.

#1415-183

Q. Other New Business

None

R. Executive Session

Dr. Curry & Mrs. Dodson were invited to participate in executive session.

To consider the employment of a public employee or official.

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

Cooper_Y__ Noble _Y__ Renner absent, Shepherd _Y__ Parks_Y__

President declares motion ____PASSED_____.

#1415-184

President convenes executive session at 6.32 p.m.

President resumes open session at 7:14 p.m.

Additional Discussion: Mr. Parks questioned East Principal's Fund large balance in comparison to the other Principal's Funds. He suggested not charging student fees, and maybe cutting down on the annual fund raisers. Dr. Curry will be checking with Mrs. Friesel on her plans for using the money.

VI. Adjournment

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

Discussion

Cooper_Y__ Noble _Y__ Renner absent, Shepherd _Y__ Parks_Y__

President declares motion ____PASSED_____.

#1415-185

President adjourns meeting at 7:17 p.m.

DATE_____

PRESIDENT_____TREASURER_____

Upcoming Board Meetings

Regular Meeting
Monday, February 9, 2014
Hollingsworth East Elementary

JOB DESCRIPTION

Attachment A

*Eaton Community Schools
An Equal Opportunity Employer*

Title: Central Office Secretary Assigned to the Superintendent
Reports To: Superintendent
Employment Status: Full-time
FLSA Status: Exempt

QUALIFICATIONS:

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

GENERAL DESCRIPTION:

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

ESSENTIAL FUNCTIONS:

1. Schedules appointments, receives telephone calls, and acts as receptionist for persons visiting the Central Office.
2. Receives office mail, distributing appropriately.
3. Maintains an inventory of office supplies necessary to conduct effective and efficient office operations.
- ~~4. Serves as a liaison between the Director of Operations and vendors.~~
- ~~5. Assists the Director of Operations in relation to non-teaching programs such as transportation, facilities, and food service including securing substitutes.~~
- ~~6.~~4. Administers the Free and Reduced Lunch Program and Fee Waiver Program in accordance with federal guidelines.
- ~~7.~~5. Assists in recordkeeping for maintenance program, buildings and grounds.
- ~~8. Maintains information and facilities requirements for specific programs such as OSHA and EPA.~~
- ~~9. Assists Director of Operations in preparation quotations.~~
- ~~10. Assists Director of Operations and/or Treasurer in insurance program (bidding, processing claims, etc.)~~
- ~~11.~~6. Assists the Superintendent, as directed, in public relations.
- ~~12.~~7. Assists the Superintendent, as directed, dealing with student matters such as discipline and conduct reports, suspensions, and expulsions.
- ~~13.~~8. Assists with design and maintenance of the fair booth.
- ~~14.~~9. Maintains the district calendar of events.
- ~~15.~~10. Maintains centralized student registration.
- ~~16.~~11. Maintains district website
- ~~17.~~12. Assists with the preparation of materials for opening and closing of school.

OTHER DUTIES AND RESPONSIBILITIES:

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

KNOWLEDGE, SKILLS AND ABILITIES:

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

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

Skill in: use of computer and various office machines.

EQUIPMENT OPERATED:

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

ADDITIONAL WORKING CONDITIONS:

Occasional exposure to inclement driving conditions, unruly adults.

CONDUCT

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

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

TERM OF EMPLOYMENT:

Two hundred thirty nine work days plus thirteen paid holidays.

PERFORMANCE EVALUATION:

Conducted by the Superintendent

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

Superintendent or designee

Date

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

Employee

Date

[Approval date: August 8, 2005]
[Re-approved: December 9, 2013]

JOB DESCRIPTION

*Eaton Community Schools
An Equal Opportunity Employer*

Title: Secretary to the Director of Operations

Reports To: Director of Operations

Employment Status: Full-time

FLSA Status: Exempt

QUALIFICATIONS:

1. Hold a valid driver's license.
2. Be eighteen years of age or older.
3. High School Diploma or equivalent.
4. Be able to obtain proper Ohio certification.
5. Must pass criminal background check.
6. Possess high moral character.
7. Possess a regular and predictable attendance record, without tardiness.
8. Be willing to participate in a training program at the beginning of employment, if requested.
9. Possess ability to work with students, parents, teachers, and administration positively, effectively, and energetically.
10. Have ability to perform job responsibilities with limited supervision.
11. Demonstrate a sincere desire to aid parents, students, administration and interact with a positive attitude.
12. Have ability to maintain a high level of ethical behavior and confidentiality of information about students.
13. Have typing, filing, and computer skills such as Microsoft Office and the Internet.
14. Have excellent telephone skills.

GENERAL DESCRIPTION:

Under general direction is responsible for data entry, record keeping, telephone reception, correspondence, and other clerical duties. Assists with the daily needs of the Transportation, Food Service and Maintenance departments.

ESSENTIAL FUNCTIONS

1. Performs clerical duties such as general typing, computer input, filing, and related functions as assigned.
2. Assists in preparing and submitting State required reports.
3. Enters and maintains information in EMIS/SWOCA and other data bases as directed.
4. Assists in the preparation, reproduction and distribution of reports.
5. Prepares and sends correspondence, mailings, etc. to parents and others as requested.
6. **Serves as a liaison between the administrator or supervisor and the general public.**
7. **Serves as a liaison between the Director of Operations and vendors.**
- ~~6.8.~~ Assists the Director of Operations in relation to non-teaching programs such as transportation, facilities and food service, including securing substitutes.
- ~~7.9.~~ Answers questions from parents regarding transportation procedures and bus stops.
- ~~8.10.~~ Assists with transportation routing and student software.
- ~~9.11.~~ Assists with scheduling routing and securing drivers for extracurricular trips.
- ~~10.12.~~ Prepares purchase orders as needed for the transportation, food service and maintenance departments.
- ~~11.13.~~ Maintains inventory of office supplies and orders items as needed.
- ~~12.14.~~ Organizes dates and times for driver annual drug screening.
- ~~13.15.~~ Maintains records of bus driver information including physicals, licenses and driving abstracts.
16. **Assists Director of Operations and/or Treasurer in property, fleet and liability insurance program (bidding, processing claims, etc.).**
17. **Assists Director of Operations in preparation for quotes for material and/or service.**
- ~~14.18.~~ Prepares memos for staff as directed.
- ~~15.19.~~ Assists with and prepares training for bus drivers in accordance with state guidelines.
- ~~16.20.~~ Secures substitutes as needed for all departments.
- ~~17.21.~~ Assists with the National School Lunch Program.
- ~~18.22.~~ Demonstrates regular and predictable attendance.

OTHER DUTIES AND RESPONSIBILITIES:

1. Provides reasonable precautions to protect material, equipment and facilities.
2. Demonstrates positive relations with students and staff.
3. Performs periodic inspection of equipment to assure cleanliness, proper working order and to establish repair or maintenance procedures as necessary.
4. Performs other related duties as assigned by supervisor.

CONDUCT:

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

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

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: Board policies and procedures, State of Ohio Rules, building policies and procedures, record keeping, required reports, public relations.

Ability to: interpret policies, procedures, and regulations; prepare reports in a timely fashion; communicate effectively; maintain confidentiality of student records.

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

EQUIPMENT OPERATED:

Computer, copier, 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 thirty nine (239) work days plus 13 paid holidays.

PERFORMANCE EVALUATION:

Conducted by the Director of Operations/supervisor.

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

Superintendent or designee

Date

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

Employee

Date

[Approval date: March 10, 2014]

Eaton Community Schools DRAFT 2015-2016 School Calendar A

Summary of Hours in Classroom:

The State minimum instructional hours are 1001 for High School programs and 910 for Elementary programs.

East Elementary/Bruce Elementary..... 1,050 hours
Middle School/High School 1,093.75 hours

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

Grading Periods

1st Quarter August 17 – October 16 = 240 hours
2nd Quarter October 19 – December 18 = 246 hours
3rd Quarter January 4 – March 11 = 276 hours
4th Quarter March 14 – May 27 = 288 hours

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

Grading Periods

1st Quarter August 17 – October 16 = 250 hours
2nd Quarter October 19 – December 18 = 256.25 hours
3rd Quarter January 4 – March 11 = 287.50 hours
4th Quarter March 14 – May 27 = 300 hours

Teacher Work Days: August 17 & 18, May 31

CALENDAR LEGEND

Start/End Days	
End of Quarter	
P/T Conferences	
Conference Make Up	
Prof. Development	
Vacation Day/Holiday	
Interim/Grades Issued	

NON-STUDENT DAYS

Labor Day	(9/7)
Columbus Day	(10/12)
Staff Prof. Dev.	(10/13)
Veterans Day/Conf. Make Up	(11/6)
Thanksgiving Break	(11/25-11/27)
Winter Break	(12/21-1/1)
MLK Jr. Day	(1/18)*
Staff Prof. Dev.	(1/19)
Conf. Make-up	(2/12)
President's Day	(2/15)*
Staff Prof. Dev.	(3/24)
Spring Break/Good Friday	(3/25-4/1)*
Memorial Day	(5/30)*

*MAKE-UP DAYS (IF NEEDED)

Additional weekdays throughout the school year and days in June if necessary.
Additional time added to the school day if necessary.

Date	Events
2015	
Aug. 17	Teacher Prof. Dev. Day
Aug. 18	First Day for Teachers
Aug. 19	First Day for Students
Sept. 7	No School - Labor Day
Sept. 18	Interim Reports Issued
Oct. 12	No School – Columbus Day
Oct. 13	No School for Students– Staff Prof. Dev. Day
Oct. 16	End of 1 st Quarter
Oct. 23	Grade Cards Issued
Nov. 5	Parent/Teacher Conferences
Nov. 6	No School- Veteran's Day – Conference make up day
Nov. 13	Interim Reports Issued
Nov. 25-27	No School – Thanksgiving Break
Dec. 18	End of Second Quarter/First Semester
Dec. 21- Jan. 1	No School – Winter Break
2016	
Jan.1	No School – New Year's Day
Jan. 4	Classes Resume
Jan. 8	Grade Cards Issued
Jan. 18	No School – Martin Luther King Jr.
Jan. 19	Staff Prof. Dev. Day –No School for Students
Feb. 5	Interim Reports Issued
Feb. 11	Parent/Teacher Conferences
Feb. 12	No School – Conference Make-up
Feb. 15	No School – President's Day
March 11	End of Third Quarter
March 24	Staff Prof. Dev. Day – No School for Students
March 25-April 1	Spring Break
April 1	No School –Spring Break
April 22	Interim Reports Issued
May 27	Last Day for Students
May 27	End of 4 th Quarter/2 nd Semester
May 30	Memorial Day
May 31	Last Day for Staff
June 3	Grade Cards Issued
TBA	Graduation

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

Eaton Community Schools 2015-2016 School Calendar B

DRAFT

Summary of Hours in Classroom:

The State minimum instructional hours are 1001 for High School programs and 910 for Elementary programs.

East Elementary/Bruce Elementary 1,050 hours
Middle School/High School 1,093.75 hours

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

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1st Quarter August 12 – October 9 = 252 hours
2nd Quarter October 14 – December 18 = 264 hours
3rd Quarter January 4 – March 11 = 276 hours
4th Quarter March 14 – May 20 = 258 hours

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

Grading Periods

1st Quarter August 12 – October 9 = 262.50 hours
2nd Quarter October 14 – December 18 = 275 hours
3rd Quarter January 4 – March 11 = 287.50 hours
4th Quarter March 14 – May 20 = 268.75 hours

Teacher Work Days: August 10 & 11, May 23

CALENDAR LEGEND

Start/End Days	
End of Quarter	
P/T Conferences	
Conference Make Up	
Prof. Development	
Vacation Day/Holiday	
Interim/Grades Issued	

NON-STUDENT DAYS

Labor Day	(9/7)
Columbus Day	(10/12)
Staff Prof. Dev.	(10/13)
Veterans Day/Conf. Make Up	(11/6)
Thanksgiving Break	(11/25-11/27)
Winter Break	(12/21-1/1)
MLK Jr. Day	(1/18)*
Staff Prof. Dev.	(1/19)
Conf. Make-up	(2/12)
President's Day	(2/15)*
Staff Prof. Dev.	(3/24)
Spring Break/Good Friday	(3/25-4/1)*
Memorial Day	(5/30)*

*MAKE-UP DAYS (IF NEEDED)

Additional weekdays throughout the school year and days in June if necessary.
Additional time added to the school day if necessary.

Date	Events
2015	
Aug. 10	Teacher Prof. Dev. Day
Aug. 11	First Day for Teachers
Aug. 12	First Day for Students
Sept. 7	No School - Labor Day
Sept. 11	Interim Reports Issued
Oct. 9	End of 1 st Quarter
Oct. 12	No School – Columbus Day
Oct. 13	No School for Students– Staff Prof. Dev. Day
Oct. 16	Grade Cards Issued
Nov. 5	Parent/Teacher Conferences
Nov. 6	No School- Veteran's Day – Conference make up day
Nov. 20	Interim Reports Issued
Nov. 25-27	No School – Thanksgiving Break
Dec. 18	End of Second Quarter/First Semester
Dec. 21- Jan. 1	No School – Winter Break
2016	
Jan. 1	No School – New Year's Day
Jan. 4	Classes Resume
Jan. 8	Grade Cards Issued
Jan. 18	No School – Martin Luther King Jr. Staff Prof. Dev. Day –No School for Students
Jan. 19	
Feb. 5	Interim Reports Issued
Feb. 11	Parent/Teacher Conferences
Feb. 12	No School – Conference Make-up
Feb. 15	No School – President's Day
March 11	End of Third Quarter
March 18	Grade Cards Issued
March 24	Staff Prof. Dev. Day – No School for Students
March 25-April 1	Spring Break
April 1	No School –Spring Break
April 22	Interim Reports Issued
May 20	Last Day for Students
May 23	Last Day for Teachers
May 30	Memorial Day
TBA	Graduation

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

**CONTRACT FOR PROFESSIONAL SERVICES
ADDENDUM**

THIS AGREEMENT, made by and between the Eaton Community Schools (ECS), 307 North Cherry Street, Eaton, Ohio 45320 and the Preble County Educational Service Center (PCESC), 597 Hillcrest Drive, Eaton, Ohio 45320-9510.

Amends the original agreement as follows.

The Eaton Community Schools, agrees to pay the

Sum of approximately, Twenty Nine Thousand Three Hundred Sixty-Four and 00/100 Dollars (\$29,364.00) according to the estimated budget that is attached. Any follow-up costs to this employment in succeeding years (i.e., unemployment expense) that is incurred will also be included. The increased amount is a result of adding up to 15 additional days of service.

by **Eaton Community Schools**

Board President

Treasurer

Date

by **Preble County Educational Service Center**

Margaret A. Cabbler

Board President

K. M. B.

Treasurer

Date

12/19/14

ATTACHMENT

	<u>PSYCH SERVICES</u>
Salary per Day	\$228.65
Total Cost Per Day	\$279.65
Number of Work Days *	<u>105.00</u>
Total Per Teacher	\$29,363.25
No. of Teachers	<u>1.00</u>
GRAND TOTAL	<u><u>\$29,363.25</u></u>

* Number of days was increased from 90 to 105.

2015 Battelle for Kids Data Services Agreement
Approved Vendor Testing for Value-Added Reporting

This Data Service Agreement ("Agreement") is between Battelle for Kids, located at 1160 Dublin Road, Suite 500, Columbus, Ohio, 43215 ("BFK") and **Eaton Community City Schools** located at **307 N Cherry St, Eaton, OHIO 45320** ("LEA") effective this February 1, 2015 ("Effective Date").

Whereas, the Local Education Agency ("LEA") seeks to partner with Battelle for Kids for approved vendor value-added services through participation in the Ohio Department of Education ("ODE") mini-grant project, or independently through one or more of the following Approved Vendors for Value-Added; ACT Inc., CTB McGraw-Hill, Curriculum Associates, Northwest Evaluation Association (NWEA), Renaissance Learning; and

Whereas, the parties hereto desire to set forth the terms of the Data Services Agreement.

Now, Therefore, in consideration of the agreements and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Agreement

1. The LEA will:

- a. Provide BFK with all required data, as defined in Section 8, within the deadlines requested by BFK;
- b. Grant BFK a perpetual, non-exclusive, non-transferable, royalty-free license to use the LEA's data, as defined in Section 8, and Personally Identifiable Information, as defined in Section 7 for educational research and evaluation; and
- c. Provide BFK with student performance test data, when available, data files necessary for linking teachers to students, as well as requested data necessary for the value-added analysis;
- d. Administer the student tests within the designated administration windows that the approved vendor / BFK / SAS Institute, Inc. ("SAS") require for reporting purposes; this includes administration the spring state Reading/ELA test(s) at grade 3; and
- e. Cooperate with BFK in the teacher/student roster verification process.

2. BFK will:

- a. Work with the LEA and the approved vendors to collect and transfer data to SAS EVAAS for the purposes of the value-added analysis.
- b. Coordinate and communicate the teacher/student roster verification process.
- c. Provide the LEA with phone and e-mail user support during the completion of roster verification and while interpreting and using value-added reporting; and
- d. When available from SAS, BFK shall provide access to school-, grade/subject-, and teacher-level value-added reports in the grades/subjects requested on the value-added order form and tested, with sufficient data provided, to the LEA.

3. Fees. BFK shall provide the LEA with data analysis and collaboration services at the participation cost of \$5.50 per student for non-state tested grades/subjects, the scope of which will be outlined in the value-added order form. The total fee for participation is based on ADM (number of students) in the LEA at the grade level tested (grades K-8), pulled from the most recent data publically available from ODE. The total fee for ACT Quality Core at the high school level is based upon the number of tested students in the LEA at the course level. This fee will be based on LEA's request for reports on the value-added order form, regardless of reporting or testing changes made throughout the year. This fee is for participation in the BFK Approved Vendor Value-Added Services, which includes SAS EVAAS fees, and is directly related to the scope of work declared, not based on the percent of students included in analysis, or SAS EVAAS reports which

can be produced. BFK shall charge fees to the LEA for additional training programs, tools and other goods and services that the LEA requests and agrees to pay.

The LEA shall pay a non-refundable participation amount of twenty-five percent (25%) of the fee, due in June 2015 based upon the submittal to BFK of this agreement. The balance of the fee shall be due to BFK upon the Web delivery of the SAS EVAAS value-added reporting in Fall 2015. LEA can request that 100% to be paid in June 2015 to BFK, if desired. All LEAs participating in the ODE Mini Grant Project shall pay 100% of the fee in June 2015.

4. SAS. BFK shall deliver LEA's student performance test data to SAS Institute Inc. ("SAS"), with whom BFK shall contract to perform value-added analyses of the test data. Internet-accessible value-added reports shall be provided by SAS. The LEA may separately contract with SAS for goods and services not provided under this Agreement.

5. Acceptance of Analysis. BFK shall deliver to the LEA the agreed upon value-added reports for the grades in which appropriate, sufficient testing data was provided and for which SAS can produce reliable analysis. The reports shall be deemed accepted by the LEA unless notice is received within thirty (30) days of delivery. The LEA shall give BFK written notice of any errors or omissions in student data. Where possible, BFK will remedy the unacceptable aspects of the reports within thirty (30) days of receipt of the LEA's notice. If more than 30 days are needed to remedy the unacceptable aspects of the reports, BFK shall so notify LEA and provide an estimate of when the remedy will be completed.

6. Intellectual Property Rights. SAS shall retain intellectual property rights in its analyses and reports of LEA's student performance test data. All use of reports by the LEA shall be limited to the purposed identified herein. LEA agrees to not, and shall not permit any Staff to modify any report without the express written permission of BFK/SAS. BFK shall retain intellectual property rights in all training programs, tools and other goods and services provided by BFK to the LEA under this Agreement.

7. Student Privacy. All parties acknowledge that achieving the purposes of this Agreement may require the LEA to make available to BFK and SAS student performance test data and other information accompanied by identifiers that make an individual student's identity easily traceable ("Personally Identifiable Information"). All parties, in performing their respective obligations under this Agreement, shall use their best efforts to protect the confidentiality of Personally Identifiable Student Information to the extent required by the Family Educational Rights and Privacy Act ("FERPA") and/or O.R.C. Section 3319.321. The parties intend that, with regard to Personally Identifiable Information, this Agreement falls within the FERPA exception for contractors performing institutional services. BFK will be under the direct control of the LEA and subject to the same requirements on use and redisclosure of Personally Identifiable Information as the LEA. BFK shall disclose Personally Identifiable Information only to parties with legitimate educational interests as determined by the LEA.

BFK follows recommendations of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-100, "Information Security Handbook: A Guide for Managers," and NIST SP 800-53, "Recommended Security Controls for Federal Information Systems" to mitigate the risk of unauthorized access and disclosure and means for responding in the event of a data breach and other unauthorized disclosure of Personally Identifiable Information from BFK's possession.

8. Release of Information. The LEA will:

a. Provide BFK, school, teacher, class and student information data required for class roster verification purposes, including:

- i. Student demographics including State Student IDs, student standings, student attributes, student courses, student enrollments, student gifted and special education, staff demographics, staff employment, staff course master data, and district and building demographics;
- ii. These data files may be provided to BFK either directly from the LEA or through an ITC. In the latter case, the LEA will make sure all authorizations and agreements are in place for BFK to receive the data from the ITC.
- iii. Current year administered State testing pre-ID files and student performance test data for all grades and subject areas available, and for new districts in our partnership, two prior years of student performance test data may be required for certain SAS EVAAS models (URM); and

b. Authorize BFK to use EMIS (Educational Management Information Systems) and/or SIS (Student Information System) data provided to BFK by the LEA, ITC or ODE, required for class roster verification purposes, including student demographics, student standings, student attributes, student courses, student enrollments, student gifted and special education, staff demographics, staff employment, staff course master data, and district and building demographics;

Attachment E

c. Where LEA is using approved vendors for value-added, based on scope in the value-added order form, grant BFK permission to obtain the following information from CTB McGraw-Hill, Curriculum Associates, NWEA, and Renaissance Learning:

- i. Pre-ID or student label files for the current school year
- ii. Current year student performance test data for all grades and subject areas available; and

iii. Historical testing for up to five (5) years for all grades and subject areas required for the reliable analysis and reporting of SAS EVAAS URM-model reports.

d. Where LEA is using the ACT Quality Core for value-added, based on scope in the value-added order form, provide BFK the following information or grant BFK permission to obtain the following information from ACT, Inc. school- and student-level end-of-course and college entrance data to BFK for the sole use of value-added calculations, summary reporting and for inclusion into BFK's data warehouse for the purpose of monitoring the effectiveness of this project and all other research purposes. The stated ACT data will not be released to BFK for any reason other than that stated above.

e. Where LEA is using the ACT Quality Core for value-added, based on scope in the value-added order form, authorize ACT, Inc. to release confidential student records and aggregate reports, which may include, but will not be limited to, student scores, student profile information and other demographic and Personally Identifiable Information, for students enrolled at the LEA during this and previous academic years (up to 5 years) to Battelle for Kids for the limited purpose of the LEA's participation in BFK Approved Vendor Value-Added Services. The LEA expressly waives any data use restrictions set forth in any agreement with ACT, Inc. for the limited purpose of the LEA's participation in the project. If a contract modification or amendment is required to effectuate the LEA's waiver of the contract requirements discussed above, then this contract shall serve that express purpose. Further, the LEA releases ACT, Inc. and its agents from any and all claims and liabilities which may be based upon or arise in connection to the data and reports released pursuant to this contract. By participating in this project, the LEA may receive requests to release additional data for analysis and research purposes only. The LEA agrees to make reasonable attempts to fulfill such requests.

f. Permit BFK to provide the EMIS and student performance test data as detailed in this Section to a third party authorized by a department of the State of Ohio for analysis and research purposes only. BFK shall not use or disclose Personally Identifiable Information except:

i. As is necessary to fulfill its obligations to LEA,

ii. As required by law,

iii. As otherwise authorized in writing by LEA (collectively, the "Permitted Uses"). In order to fulfill its obligations under this Agreement, LEA hereby consents to BFK's redisclosure of Personally Identifiable Information to the value added provider designated by the Ohio Department of Education. The redisclosure is under FERPA exception. The LEA agrees to record the redisclosure upon receipt from BFK's notice that redisclosure has been made.

9. Disclaimer of Warranties. BFK disclaims all warranties, express or implied, regarding the analyses, programs, tools and other goods and services provided under this Agreement, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement and those arising by statute or otherwise in law or from a course of dealing. BFK shall not be liable to the LEA for any special, consequential, incidental, indirect, reliance or exemplary damages, either in contract or tort, whether or not the possibility of such damages was disclosed to BFK or could have been reasonably foreseen by BFK. In no event shall BFK's liability for damages of any kind, including direct and indirect damages, exceed the amount that the LEA paid for the services or reports at issue. The LEA acknowledges this limitation of liability is reasonable in light of the LEA's ability to limit its exposure to damages through involvement in the services provided by BFK and by reviewing reports delivered by BFK. The LEA bears full responsibility to third parties for use of the reports.

10. Indemnification. Subject to any limitation of a controlling statute or law, the LEA shall indemnify, hold harmless and defend BFK from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by BFK that arise as a result of the LEA's breach of this Agreement.

11. Term and Termination. This Agreement shall have a term of twelve months, and automatically terminate upon the End Date. Prior to the End Date, either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within ten (10) days of written notice specifying the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate this Agreement by written notice specifying the date of termination. Either party may immediately terminate this Agreement upon an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or seeks or consents to any reorganization or similar relief under any present or future bankruptcy act or similar law, or is adjudicated bankrupt or insolvent, or if a third party commences any bankruptcy, insolvency, reorganization or similar proceeding involving the other. Upon termination, the LEA shall pay all costs accrued by BFK to date of termination, including any non-cancelable obligations (such as data submission to SAS), and 25% of the total due for data processing.

12. Miscellaneous.

- a. This Agreement represents the entire understanding between the parties with respect to its subject matter and no amendment of the Agreement shall be effective unless contained in writing and signed on behalf of the non-requesting party,
- b. This Agreement shall be governed by Ohio law without regard to conflict of law principles.
- c. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of the Agreement shall remain effective, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision that fulfills the intent of the parties.
- d. Neither party shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Agreement to the extent that such delay or failure is caused by Force Majeure. As used in this Agreement, Force Majeure means acts of God, acts of terrorism, acts of the State and any governmental entity in its sovereign or contractual capacity, power outages, fires, floods, epidemics, strikes, and/or other labor disputes.
- e. Each party represents and warrants that it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement have been authorized by all necessary actions.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Agreement as of the Effective Date.