

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary School Cafeteria**  
**June 13, 2022**  
**6:00 p.m.**

**I. Opening of the Meeting**

**A. Call to order** – President

**B. Roll Call**

E. Beeghly Absent B. Deacon Present B. Myers Present L. Noble Present  
T. Parks Present

**C. Pledge of Allegiance** -President Noble led the Pledge of Allegiance.

**D. Recognition of Visitors**- None.

**E. Student Recognition**

1. The Eaton Board of Education and Administration wishes to congratulate all students who participated in academic contests and commend them on their outstanding performances and representation of Eaton Community Schools.

Furthermore, the Board and Administration wishes to recognize the following Eaton High School FFA Chapter individuals and teams for their State accomplishments;

**Agriscience Fair**

Lydia Eilerman – 1<sup>st</sup> Place, Animal Science, Div. 3

Mac Dare – 1<sup>st</sup> Place, Power, Structural and Technical Systems, Div. 3

Delaney Deaton – 2<sup>nd</sup> Place, Environmental and Natural Resource Systems, Div. 3

**Urban Soil Evaluation Team – 7<sup>th</sup> Place**

Delaney Deaton

Dakota Miles

Sonja Friend

Madeline Wright

**Grain Merchandising – State Champion Team**

Lydia Eilerman

Morgan Dare

Mac Dare

Addison Campbell

**Novice Parliamentary Procedure - State Qualifying Team**

Tyson Azzalina

Zoey McGaha

Allie Betzner

James Perry

Kacey Dunaway

Cooper Wilson

Tanner Dungan

**Advanced Parliamentary Procedure – State Qualifying Team**

Katelyn Bryant

Lydia Eilerman

Mac Dare

Jacob Erbaugh

Delaney Deaton

Madeline Wright

**State FFA Degrees**

Tristan Apking

Gavin Bach

2. The Eaton Board of Education and Administration wishes to congratulate all students who participated in musical contests and commend them on their outstanding performances and representation of Eaton Community Schools.

Furthermore, the Board and Administration wishes to recognize the following Eaton High School Concert Band students for their accomplishment;

**Superior Rating - OMEA State Adjudicated Large Group Competition**

In attendance – Kelsey Campbell, Charles Kochensparger, Haley Lane, Joey McKee, Jude Minton

Sarah Abner	Tyler Jennings	Bryan Rich
Aurora Belser	Isabella Kinnett-Weadick	Caleb Risner
Robert Blankenship	Henry Kochensparger	Jaxon Roth
Gabrielle Brown	Sophia Kochensparger	Jack Sanders
Hannah Charles	Hayley Lane	Allyson Schmidt
Isabella Chavez	Justin Liddy	Lauren Simmons
Tanner Davis	Gracelyn Male	Alyssa Smith
Jenna Ditmer	Myah Mccloud	Xander Sparks
Jillian Ditmer	Jacey Mcqueen	Mikalah Stuart
Brett Dotson	Kyla Mize	John Swain
Laina Elliott	Max Montgomery	Damien Taylor
Thomas Fudge	Reghan Neanen-Creech	Eryn Trader
Lillian Garcia	Shane O'malley	Emma Upham
Andrew Harris	Matthew Piekutowski	Anya Wappenstein
Bryant Hauser	Thomas Piekutowski	Max Warner
Rachael Hawley	Allie Plaughner	Alaina Webb
Madelyn Haynes	Sidney Plaughner	Andrew Webb
Adam High	Michaela Prescott	Kaiden Webb
Trevor Hobbs	Julianna Preston-Rader	Emma Welch
Brenda Hole	Eric Puckett	Gabriella White-Bowles
Anna Irwin	Hannah Redick	Madeline Wright

3. The Eaton Board of Education and Administration wishes to recognize all spring 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 individuals for their athletic achievements;

**Track and Field Regional Qualifiers**

Women's 800 Meter Run  
Lauren Guiley

Women's 400 Meter Dash  
Addi Guiley

Women's 4 x 800 Meter Relay

Kaili Hewitt  
Kiera Elliott  
Addi Guiley  
Lauren Guiley

Women's 1600 Meter Run

Lauren Guiley

Women's Pole Vault

Maddie Haynes

Women's 4 x 400 Meter Relay

Amyah Thacker  
Kaili Hewitt  
Kiera Elliott  
Addi Guiley  
Lauren Guiley

Men's Shot Put

Clayton Kiracofe – 2<sup>nd</sup> Team All Regional  
Gabe Puckett

Men's 3200 Meter Run

Kolby Hamilton

Women's 200 Meter Dash

Amyah Thacker

Men's Discus Throw

Matthew Michael

**Track and Field State Qualifiers**

Men's High Jump

Josh Martin – 4<sup>th</sup> Place

4. The Eaton Board of Education and Administration wishes to recognize all spring 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 individuals for their athletic achievements;

**Baseball Team – SWBL Champs, District Champs, and Regional Qualifiers**

Lucas Abner  
Carson Brower  
Garrett Cole  
Ty Crammer  
Brady Davis  
Trevor Davis  
Brock Ebright  
JT Gels  
Dillon Jerdon  
Jakob Keller

Xavier Mathews  
Christian Reyna  
Brady Rice  
Ian Ruebush  
Reid Tinstman  
Anthony Watson  
Gavin Winings  
Theo Winings  
Koby Wise

## **F. Executive Session**

To consider the employment of a public employee or official.

The following individuals are invited to attend: Jeff Parker, Rachel Tait, Janet High, Shelby Ashbrook, and Mark Mathews.

Motion by Terry Parks , second by Ben Myers to convene executive session.

Beeghly \_\_\_\_ Deacon Y Myers Y Noble Y Parks Y

President declares motion passed .

President convenes executive session at 6:21 p.m.

President resumes open session at 7:18 p.m.

**#2022-75**

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

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

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

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

1. Approve minutes of the May 9, 2022 Regular Board Meeting.
2. Submission of Warrants for May.
3. Submission of Financial Report for May.
4. Submission of Investment Report for May.
5. Approve comprehensive insurance for FY2023 with Liberty Mutual Insurance at a cost of \$117,960.00.
6. Approve creation of Fund 499-9322 Safety Security Grant FY22.
7. Approve creation of fund 018-9929 East Principal Fund – Playground.
8. Approve creation of Fund 200-9425 Class of 2025.
9. Approve creation of fund 018-9970 Superintendent Fund.
10. Approve Then and Now purchase order to SWOCA for \$117,437.94 effective July 1, 2021.

Motion by Ben Myers, second by Bryan Deacon

Discussion- Mrs. Tait presented her report.

Beeghly \_\_\_\_\_ Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2022-76**

### III. Reports

- A. **Miami Valley Career Technology Center Report** – Terry Parks- Mr. Parks said the construction project has started their summer phase.
- B. **Parks and Recreation Board Report** – Ben Myers- Mr. Myers said they had a meeting last Monday. The pool is open for the summer. The Board is looking at disk golf for Fort St. Clair.
- C. **Superintendent Report** – Jeff Parker- Mr. Parker gave a facilities summer project update.
- 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 V 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 and Retirement**

The Administration recommends approval of the following resignation and retirement.

1. Hannah Sturgill, Intervention Specialist, resignation effective July 2, 2022.
2. Hannah Schreiber, Head Swim Coach, effective May 25, 2022.
3. Rickey Shafer, Freshman Basketball Coach, effective May 17, 2022.
4. Janet White, Educational Aide, resignation effective at the end of the 2021-2022 school year, pending BOE approval for a Library Aide position for the 2022-2023 school year.

**B. Employment – Certificated Staff**

The Administration recommends the employment of the following personnel on a one-year limited contract for the 2022-2023 school year (July 1, 2022 – June 30, 2023.) Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations. Employment contingent upon completion of all local and state requirements including by not limited do background checks and appropriate licensure.

1. Christopher Reiff
2. Victoria Dupont
3. Alyssa Stewart
4. Shelby Ashbrook

**C. Employment – Certificated Staff Extended Service Supplemental Contract**

The Administration recommends approval of the following extended service supplemental contract for the 2021-2022 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Rhonda Winings, Dean of Students Eaton Middle School – 3 days to be used on or before June 30, 2022.

**D. Employment – Certificated Staff Extended Service Supplemental Contract**

The Administration recommends approval of the following extended service supplemental contract for the 2022-2023 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Rhonda Winings, Dean of Students Eaton Middle School – 15 days to be used between July 1, 2022 through June 30, 2023.

**E. Summer School Teachers**

The Administration recommends approval of the following personnel to serve as summer school teachers as needed from June 6, 2022 through June 30, 2022, to be paid \$175.00 per day.

1. Katie Rosales

**F. Summer School Substitute Teachers**

The Administration recommends approval of the following personnel to serve as summer school substitute teachers as needed from June 6, 2022 through June 30, 2022, to be paid \$100.00 per day.

1. Sue Stewart
2. Alexis Miller
3. Morgan Lippert

**G. Employment – Certificated Staff – Substitute Teacher as Certified by the Preble County Educational Service Center**

The Administration recommends approval of the following substitute teacher for the 2021-2022 school year, as certified by the Preble County Educational Service Center.

1. Dylan Finkbine, retroactive to May 16, 2022.

**H. Grade Level Kindergarten Curriculum Training Stipend for HMH Training**

The Administration recommends approval to pay teachers for 1 day, as designated by the administration, up to \$125.00 for participation to complete HMH training. This will be approved for up to 10 teachers.

**I. Grade Levels 3 and 4 Curriculum Training Stipend for HMH Training**

The Administration recommends approval to pay teachers for 1 day, as designated by the administration up to \$125.00 for participation to complete HMH training. This will be approved for up to 18 teachers.

**J. Orton Gillingham Curriculum Training Stipend**

The Administration recommends approval to pay teachers for 4 days, as designated by the administration up to \$125.00 per day for participation to complete Orton Gillingham training. This will be approved for up to 15 teachers.

**K. Employment Classified Staff**

The Administration recommends the employment of the following personnel for the 2022-2023 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.

1. Janet White, Library Aide

**L. Employment – Amend Resolution**

The Administration recommends approval to amend resolution number 2022-072, Item V.B, Employment – Certificated Staff, on the May 9, 2022 board agenda to reflect the employment of Katria Turner as School Nurse beginning May 25, 2022 through June 30, 2022.

**M. Employment – Classified Exempt Staff**

The Administration recommends the employment of the following personnel for the 2021-2022 school year, 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.

1. Janet High, Central Office Secretary Assigned to the Superintendent's Office, effective June 13, 2022.
2. Katria Turner, Administrative RN, retroactive to May 9, 2022 through May 24, 2022.

**N. Employment – Classified Exempt Staff**

The Administration recommends the following classified exempt personnel as listed, contingent upon meeting all state and local requirements. Salary, benefits and duties per Board Policy, Administrative Rules and Regulations.

1. Sara Haynes, K-5 Integrated Technology and District Electronic Communications Coordinator, two (2) year limited contract, July 1, 2022 – June 30, 2024.

**O. Amend Exempt Classified Employee Handbook**

The Administration recommends approval to amend the Salary and Fringe Benefits Handbook pertaining to the Administrative Assistant to the Superintendent, Administrative RN, Account Clerk Budget, Assistant to the Treasurer, Cafeteria Manager, EMIS Coordinator, Central Office Secretary Assigned to the Superintendent, Secretary to the Treasurer's Office, Secretary to the Director of Operations, Administrative RN, K-5 Integrated Technology and District Electronic Communications Coordinator, and Technology Department Administrative Assistant, as submitted.

**P. Employment – Vacation Carryover**

The Administration recommends that the Secretary to the Director of Operations, Melinda Moore, to carry over 5 vacation days from the 2021-2022 to the 2022-2023 school year.

**Q. Employment – Temporary Positions**

The Administration recommends the following as temporary summer workers for employment. 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.

Transportation, maintenance, and custodial helper, at the rate of \$17.00 per hour; not to exceed 40 hours per week for a maximum of 9 weeks; as needed from May 31, 2022 through July 29, 2022.

1. Allison Mowen

**R. Employment – Non-Certificated Substitutes**

The Administration recommends employment of the following personnel for the 2022-2023 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.

**Substitute Bus Driver**

Kimberely Gardner  
Anne Ashworth

**Substitute Transportation**

**Aide**  
Sandy Fisher

**Substitute Cafeteria**

Barbara Gray  
Debra Smith  
Lynlee Wilson

**Substitute Secretary**

Daphne Brouse

**S. Employment of Non-certificated Extracurricular Position**

The following position has been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of these nominees on one-year limited contract for the 2022-2023 school year, or as noted, contingent upon completion of background checks and all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Ron Neanen, High School Assistant Football

**T. Employment of Non-certificated Extracurricular Position**

The following position has been posted and neither an employee of the district holding an educator license, who meets all of the Board’s qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board’s qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of these nominees on one-year limited contract for the 2022-2023 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Taylor Broermann – Cross Country Program Assistant Class VI
2. Erika Bradshaw – 7<sup>th</sup> Grade Volleyball Coach
3. Mariah Pheanis – 7<sup>th</sup> Grade Football Cheer Coach
4. Mariah Pheanis – 8<sup>th</sup> Grade Football Cheer Coach
5. Madison Lakes - Colorguard
6. Lisa White - Winterguard

**U. Volunteers**

The Administration recommends approval of the following volunteers.

1. Alexis Miller, Volunteer MS Girls Basketball
2. Glen Mabry, Volunteer Cross Country
3. Nathan Clark, Volunteer Cross Country
4. Courtney Ralston, Volunteer Cheerleading (Competition)

**V. Create and Post – Certified Position**

The Administration recommends creating and posting the following positions for the 2022-2023 school year. Salary and benefits to be paid in accordance with board policy and negotiated agreement on the academic supplemental salary schedule, class D.

1. Four (4) MTSS positions

Motion by Terry Parks, second by Bryan Deacon, to approve agenda Item IV.V

Discussion- None.

Beeghly \_\_\_\_\_ Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2022-77**

## ***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 W through MM 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.

### **W. Graduation List for 2022**

The Administration recommends approval of the list of graduates for the Class of 2022 (Attachment A).

### **X. Board Policy Updates**

The Administration recommends the first reading of the following board policies (Attachment B). See Appendix A

1. Policy 2271 – College Credit Plus Program
2. Policy 5511 – Dress and Grooming
3. Policy 6110 – Grant Funds
4. Policy 6114 – Cost Principals – Spending Federal Funds
5. Policy 6325 – Procurement – Federal Grants/Funds
6. Policy 6423 – Use of Credit Cards
7. Policy 8500 – Food Services
8. Policy 7510 – Use of District Premises

### **Y. Approval of Student Fees for the 2022-2023 School Year**

The Administration recommends approval of the following student fees for the 2022-2023 school year.

6 <sup>th</sup> Grade	\$117.00
7 <sup>th</sup> Grade	\$100.00
8 <sup>th</sup> Grade	\$106.00 (with Art Class)
8 <sup>th</sup> Grade	\$101.00 (without Art Class)

### **Z. Textbook / Curriculum Adoption**

The Administration recommends the adoption of the following textbooks.

1. Grable, Introduction to Personal Finance, First Edition, Copyright 2019, HMH, Grades 9-12.
2. Quaver’s Music Curriculum Resources, yearly digital license, Grades K-2
3. Environmental Science: Your World, Your Turn, Copyright 2011, Savvas, Grades 9-12

### **AA. Bread and Milk Suppliers**

The Administration recommends approval of the district’s bread and milk suppliers for the 2022-2023 school year as authorized by the Southwestern Ohio Educational Purchasing Council (EPC).

**BB. Agreement with Butler County Educational Service Center**

The Administration recommends approval of the contract with Butler County Educational Service Center for services for the 2022-2023 school year (Attachment C).

**CC. Agreement with the Butler County Educational Service Center**

The Administration recommends approval of the contract with Butler County Educational Service Center for services for the 2022-2023 school year (Attachment D).

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

The Administration recommends approval of the contract with Preble County Educational Service Center for services for the 2022-2023 school year (Attachment E).

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

The Administration recommends approval of the contract with Preble County Educational Service Center for services for the 2022-2023 school year (Attachment F).

**FF. Agreement with the Preble County Educational Service Center**

The Administration recommends approval of an agreement with the Preble County Educational Service Center to provide space for one classroom at the Eaton Middle School, along with use of gymnasium and outdoor play area space and other common areas for the 2022-2023 school year (Attachment G).

**GG. Agreement with Southwest Ohio Computer Association**

The Administration recommends approval of a contract with Southwest Ohio Computer Association (SWOCA) for Software and Technology Services for the 2022-2023 school year (Attachment H).

**HH. Agreement with HMH**

The Administration recommends approval of the contract with HMH for Go Math 2015/2018 K-8, one year renewal. (Attachment I)

**II. Agreement with HMH**

The Administration recommends entering an agreement with HMH for Professional Development Coaching. This is to be paid from grant funds. (Attachment J)

## **JJ. Memorandum of Understanding – Classified Vacation**

The Administration recommends approval of the Memorandum of Understanding between the Eaton Community Schools Board of Education and the Eaton School Support Personnel Association/OEA/NEA (the “Union”) regarding vacation use when employed less than one fiscal calendar year. (Attachment K).

## **KK. Memorandum of Understanding with Indiana University**

The Administration recommends the approval of a Memorandum of Understanding between the BOE and Indiana University for a series of dual credit classes. (Attachment L)

## **LL. Disposal of Obsolete Textbooks**

The Administration recommends approval to declare the following textbooks as surplus and to dispose of them accordingly.

1. (97) Being Healthy, Harcourt Brace Publishing, 1994, Middle School
2. (110) Health and Fitness, Harcourt, 2006, Bruce Elementary
3. (43) Norton Anthology of American Literature, Vol 1, WW Norton & Co., 2008, High School
4. (43) Norton Anthology of American Literature, Vol 2, WW Norton & Co., 2008, High School
5. (46) The Language of Literature: American Literature, McDougal Littell, 2002, High School
6. (52) The Language of Literature, McDougal Littell, 2000, High School
7. (22) Buckle Down (writing) Workbooks, OGT Buckle Down, 2007, High School
8. (31) Buckle Down (reading) Workbooks, OGT Buckle Down, 2007, High School

## **MM. Obsolete Items**

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

1. (1) Overhead Projector, tag number 011986, High School
2. (1) Old metal cart with wobbly/broken wheel (for disposal), tag number 12786, High School
3. (1) Turning Point Clickers, (no tag number), High School
4. (1) Assignment Discovery Understanding Bacteria, tag number 1-56331-7, 08-7, High School
5. (1) Assignment Discovery An Inside Look: Broken Bones, tag number 1-58738-05,2-8, High School
6. (1) Photosynthesis and Cellular Respiration, tag number 0-03-053044-X, High School
7. (1) Discovery School Understanding: Viruses, tag number 1-58738-930-4, High School
8. (1) Alien Empire, tag number 0-7835-8526-8, High School
9. (1) Wolves, tag number N/A, High School
10. (1) Clone, tag number 0-7922-8575-1, High School
11. (1) Mystery of the Animal Pathfinders, tag number 1-57807-448-7, High School
12. (1) Tales From the Hive, tag number 1-57809-223-9, High School
13. (1) Heart Surgery, tag number 1047A, High School
14. (1) Ebola the Plague Fighters, tag number 1-884738-82-6, High School
15. (1) Shark Attack!, tag number 1-57807-035-X, High School
16. (1) Standard Deviant’s Anatomy Part 1, tag number 1-886156-30-1, High School
17. (1) In the Company of Whales, tag number 0-7840-1386-1, High School
18. (1) Treasures of the Great Barrier Reef, tag number 1-884738-78-8, High School
19. (1) Bacteria, tag number n/a, High School
20. (1) Modern Marvels: Garbage, tag number AAE-42366, High School
21. (1) The DNA Revolution, tag number 0-7670-1489-8, High School

22. (1) The Genetic Code and its Translation, tag number 1-930527-26-8, High School
23. (1) Little Creatures Who Run the World, tag number 1-884738-35-4, High School
23. (1) Standard Deviants Anatomy Part 2, tag number 1-886156-31-X, High School
24. (1) In Celebration of Trees, tag number 0-7840-1385-3, High School
25. (1) The Anatomy of the Earthworm, tag number 1-58738-052-8, High School
26. (1) The World of Insects, tag number 0-03-053044-X, High School
27. (1) The Biology of Ciliates, tag number 1-58738-930-4 High School
28. (1) Pollution: World at Risk, tag number 0-7835-8526-8, High School
29. (1) A Conversation with Stephen Jay Gould, High School
30. (1) The Atoms and Molecules of Life DNA and Protein Synthesis, tag number 0-7922-8575-1 High School.
31. (1) Photosynthesis: Life Energy, tag number 1-57807-448-7, High School
32. (1) Dr. Leakey & The Dawn of Man, tag number 1-57809-223-9, High School
33. (1) Stephen Hawking: The Universe Within, tag number 1047A, High School
34. (1) Private Lives of Dolphins, tag number 1-884738-82-6, High School
34. (1) Sights and Sounds of Yellowstone National Park, tag number 10-57807-035-X, High School
35. (1) DNA Science Lab Techniques 1: Rapid Colony Transformation, Tag Number 1-886156-30-1, High School
36. (1) From Atoms to Asteroids: A Life of Philip Morrison, tag number 0-7840-1386-1, High School
37. (1) Richard Leakey: Looking Ahead to the Past, tag number 1-884738-78-8, High School
38. (1) Ecology of a Stream, tag number n/a, High School
39. (1) The Private Lives of Plants, tag number AAE-42366, High School
40. (1) Forestry: The Science/The Industry, tag number 0-7670-1489-8, High School
41. (1) Small Worlds of Life, tag number 1-930527-26-8, High School
42. (1) Ecology at Work: The Case of the Big Horn Sheep, tag number 1-884738-35-4, High School
43. (1) Exploring Ecology, tag number 1-886156-31-X, High School
44. (1) Buyers Tailgate spreader. Model TGS01G
45. (1) Troy-Bilt Pressure washer, tag number 014919, Maintenance
46. (1) 25 ft. flagpole
46. (1) Overhead Projector, tag number 011986
46. (38) Science VHS tapes
47. (5) Science film strips
48. (1) Set of slides for projector

Motion by Bryan Deacon, seconded by Ben Myers

Discussion- Mr. Parker said he asked Mrs. Noble for the Board to table school fees for grades K-5, so Administration could look at school fees more closely. Mr. Parks inquired whether the District could offset some of the school fees out of Principal Funds.

Beeghly \_\_\_\_\_ Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2022-78**

## VI. Adjournment

Motion by Terry Parks, seconded by  
Ben Myers, to adjourn the meeting.

Discussion- None.

Beeghly        Deacon Y Myers Y Noble Y Parks Y

President declares motion                    passed                   .

President adjourns meeting at 7:49 p.m.

**#2022-79**

### Upcoming Meetings

Meeting: Special Board Meeting  
Date/Time: Wednesday, June 29, 2022 – 3:00 p.m.  
Location: Board Office

Meeting: Regular Board Meeting  
Date/Time: Thursday, July 7, 2022 – 6:00 p.m.  
Location: East Elementary School

DATE: \_\_\_\_\_

PRESIDENT: \_\_\_\_\_ TREASURER: \_\_\_\_\_



Final Graduation List 2022

Sidney Renee Adams	Dana Elaine Herrmann	Matthew Gale Piekutowski
Madison Marie Adkins	Nicolas Mark Hines	Brittney Nichole Popp
Zachary Tyler Allbright	Tanner Ryan Hobbs	Raegan Alyssa Prater
Rachel Elisabeth Allen	Damian Dale Hodge	Gabriel Paul Puckett
Tristan Emerson Apking	Alicen Belle Hollon	Kaitlyn Marie Puckett
Nicholas Azzalina II	Abigail Catherine Howard	Hannah Ranae Randolph
Gavin Nicholas Bach	Magdelynn Rose Howard	Raven Harley Jane Reatherford
Camryn Jo Bates	Dominic Raiden Isaacs	Christian Miguel Reyna
Autumn Grace Bean	Jayden Matthew Jacks	Grace Elizabeth Risner
Delaney Christine Bell	Preston Elijah James	Lainey Chevelle Roberts
Breyden Michael Boston	Ashlee Brooke Jimenez	Mason Curtis Roell
Samantha Taylor Bowman	Michael Mathayus Johnson	Rylee Brooke Ruebush
Ayden Matthew Bradburn	Emilee Nichole Jones	Aden James Satterfield
Hayden Luke Bratton	Kelby Alan Jones	Taylor Michael Schaeff
Jonah Thomas Brewer	Haneet Kaur Kang	Matthew David Schrimper
Erin Elisabeth Bristow	Jakob Riley Keller	Kinzee Jean Shafer
Nora Bloom Browning	Grace Marie Kelly	Alyssa Nicole Annmae Smith
Abbie Marie Bryant	Rachel Renee Kelly	Aubrey Paige Smith
Amberlee Ranae Campbell	Lillian Paige Kennedy	Christopher Allen Spencer
Caila Rae Paige Charles	Isabella Grace Kinnett-Weadick	Kayla Ann Stidham
Alexius Chantel Clark	Clayton Jeffrey Kiracofe	Ciara Grace Straszheim
Chloe Michele Clippinger	Kenneth Carlisle Knox	Andrew Scott Taylor
Joseph Barry Collins	Henry Lawrence Kochensparger	Harley Devon Taylor
Max Nathaniel Combs	Anna Joy Kramer	Amyah Grace Thacker
Ashlynn Kate Conley	Justin Nicholas Liddy	Conner David Thompson
Brady Spencer Cooper	Zachary Taylor Mann	Chandler Royce Toler
Zachary Neal Cottingham	Lucas Eli Marker	Aubree Noelle Towe
Julianne Faith Couch	Joshua Allen Martin	Jaelynn Riley Trantanella
Lorena Marie Cravens	Elaina Marie Maynard	Andrew James Turpin
Jarell Machi Curtiss	Grace Anne Maynard	Abbigail Elaine Tuttle
Morgan Jeffrey Dare	James Hunter McCray	Erin Alyse Washington
Brady Parker Davis	Joseph Daniel McKee	Alaina Katherine Webb
Eathan Wayne Davis	Jewelina Ann Marie McKinley	Lillian Mae Wehrley
Cody Lee Depoyster	Stephen Tyler McNabb	Kai Allen West
Laura Lee Dillon	Jayda Brooke McQueen	Autumn Nashay Whalen
Jenna Danielle Ditmer	Matthew George Meyer	Aiden Nathaniel Williams
Jasmine Marie Dotson	Matthew Ryan Michael	Ryan Matthew Willis
Hailie Sabina Edwards	Tiara Danielle Miles	Theo Charles Winings
Shane Michael Lee Finfrock	Jeffrey Isaac Miller	Kobe Jonathan - James Wise
Collin David Flyte	Jacquelin Grace Mills	David Jacob Wood
Jasper Kiracofe Gains	Jaedon Shane Mills	Benjamin Colin Woxman
Hannah Marie Gartrell	Kyla Ann Mize	Macy Alexandra Wright
Ashton Ray Geoit	Max David Montgomery	Madeline Nicole Wright
Jamie Lynn Gibbs	Allison Paige Mowen	Kadence Leann Wysong
Sabrina Elizabeth Gramaglia	Grace Katherine Murphy	
Clayton Todd Gregg	Shane Neil Osborn	
Marae Nicole Gregory	Daisy Marie Othersen	
Alison Kay Halveland	Baylor Bradley Oyler	
Madelyn Jane Haynes	Jayln Marie Penley	

Appendix A

Attachment B – Board Policy Updates

(5-24-22)

**AGREEMENT BETWEEN  
EATON COMMUNITY SCHOOL DISTRICT  
AND  
BUTLER COUNTY EDUCATIONAL SERVICE CENTER  
FOR  
COLLABORATIVE EDUCATIONAL PRESCHOOL SERVICES**

The Butler County Educational Service Center (BCESC) and the Eaton Community School District (ECSD) within Preble County will jointly provide services to students who are eligible under the Rules for the Education of Preschool and/or Children with Handicaps (Ohio Administrative Code 3301-37 and 3301-51-11, Ohio Revised Code 3301.52-59) and meet the qualifications from the Ohio Office of Early Learning and School Readiness under the following conditions:

**Preschool Services:**

1. Eaton Community School District (ECSD) and Butler County Educational Service Center (BCESC) agree to partner to operate and deliver preschool services to children in Eaton Community School District.
2. Enrollment will be the shared responsibility of the BCESC and ECSD. ETRs (Evaluation Team Reports) will be developed and completed by ECSD. IEPs (Individual Education Plans) for students within the special education classroom will be implemented in partnership between BCESC and ECSD with services except for speech-language pathology, occupational therapy, physical therapy and mental health
3. The BCESC will be responsible for the employment of one (.6 FTE) Preschool Supervisor, two (2) Preschool Intervention Specialists, four (4) Preschool Instructional Assistants, and one (.4 FTE) Family Support Specialist.
4. The BCESC will be responsible for related supervision from the Early Childhood Special Education Director, staff evaluations, mandatory training for all staff in child abuse, first aid, CPI, and common childhood illnesses, professional development hours for licensing and Step Up to Quality and snacks.
5. The BCESC will be responsible for the data entry and will work collaboratively in the coordination of data/information regarding ECSD, Early Childhood Education programs. In addition, the BCESC will be responsible for the facility Ohio Department of Education license, Step Up to Quality and the development of preschool policies.
6. Out of District Placement: Unless otherwise arranged, if the ECSD seeks to place children within other districts, ECSD must work with that district in making those arrangements.
7. ECSD will provide behavior support services, additional attendants and/or nursing services per IEP designation for eligible children, and ESY or summer evaluation completion.
8. ECSD will provide transportation for IEP compliance, assessment kits and protocols, adaptive equipment, ACC devices and ACC evaluations for IEP compliance, nursing services including but not limited to vision and hearing screenings, health plans and emergency care. ECSD also agrees to support office administrative needs, including access to and use of the phone system, and internet, including Wi-Fi and technology needs.

- 9. ECSD will collaborate with BCESC in transitioning preschool students into KG as well as work collaboratively in developing the IEP for those students transitioning from preschool into KG, with both BCESC and ECSD being responsible for collaboratively developing/writing the KG IEP. ECSD will be responsible for EMIS documentation, and any additional state form requirements and submissions. Eaton Community Schools will provide the BCESC access to the IEP/ETR program used by the district.
- 10. ECSD agrees to pay the BCESC the amount of **\$528,859.18** billed in equal installments four times per year.

This agreement will be in effect for one school year, commencing July 1, 2022 and ending June 30, 2023.

Both parties agree to resolve disputes over obligations set forth in this agreement as reasonably as possible. However, this agreement can be terminated by either party for cause provided that either party provides written notice to the other party of the material defaults that are claimed to have occurred and give the party ten (10) days within which to cure such defaults. In the event that the defaults are not cured, notice in writing will be given to the defaulting party and this agreement will terminate within ninety (90) days of such notice.

Administration coordination for this agreement will be the responsibility of designated individuals of ECSD and the BCESC. These individuals will be responsible for the implementation and monitoring of this contract and will meet regularly to review the progress of the agreement.

The failure of either party to this Agreement to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

This Agreement may not be amended, changed or modified in any respect whatsoever except in a writing signed by all of the parties.

This Agreement constitutes and expresses the entire Agreement and understanding between the parties concerning the subject matter of this contract. This Agreement will supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.

This Agreement may be executed by one or more counterparts, each of which will be deemed an original.

Board President, Butler County ESC	Date

Treasurer, Butler County ESC	Date

Board President, Eaton Community Schools	Date

Treasurer, Eaton Community Schools	Date

# Butler County Educational Service Center: CONTRACTS

Resolution Number: \_\_\_\_\_

Appendix: \_\_\_\_\_

Contracted Service Agreement

Memorandum of Understanding

Consultant Agreement

Lease Agreement

District/Client/Consultant: Eaton Community Schools

Start Date: 05/05/2022

Amount: \$425,952

50 days (\$26,400) Behavioral Coaching; 515 days 2.8 FTE (\$309,000) of Occupational Therapy; 147 days.8FTE(\$90,552) days of Physical Therapy.

The Butler County Educational Service Center agrees to provide: Behavioral Coaching, OT, PT

for: Eaton Community Schools

The Supervisor Wendy Folino

will coordinate with Dr. Horton

at Eaton Community Schools

for assignment of services.

The term of this agreement is for services to be delivered starting on 08/01/2022 – 06/30/2023

Compensation will be paid to the Butler County ESC in the amount of \$425,952 not to exceed \$425,952 without prior approval.

Eaton Community Schools will provide direct supervision of the staff member providing services. Eaton Community Schools will

provide all materials required for the therapist to complete their job such as but not limited to assessment kits and protocols, adaptive equipment, AAC devices and classroom/office space, supplies, computers, email, manipulatives. Eaton Community Schools agrees to utilize the workload approach when determining caseloads as well as support office administrative needs, including access to and use of copy machine, fax, printer, phone and internet as well as access to IEP/ETR program and Medicaid billing system.

The Butler County Educational Service Center will invoice the district after services are delivered prior to payment. Payment of services delivered is to be submitted to the Treasurer's Office, located at the Butler County Educational Service Center, 400 North Erie Blvd., Hamilton, Ohio 45011.

If additional hours of service are necessary for Behavioral Coaching, Occupational & Physical Therapy

the district will be billed in the amount of Behavior(\$66), OT(\$75), PT(\$77) per hour for

Behavior Coaching, OT, PT with prior approval from the district representative and the BCESC coordinator.

This agreement is executed by Eaton Community Schools and the duly authorized representatives of the

Butler County Educational Service Center on \_\_\_\_\_

District/Customer

Tawana Keels, Governing Board President, BCESC

Ken Ulm, Treasurer, BCESC

Date

Date

Date

FAMILY-FOCUSED

RESPECT

**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, made by and between the Eaton Community Schools (ECS), 306 Eaton Lewisburg Road, Eaton, Ohio 45320 and the Preble County Educational Service Center (PCESC), 597 Hillcrest Drive, Eaton, Ohio 45320-9510.

The Preble County Educational Service Center, for and in consideration,

**Agrees** to provide special education evaluation services for preschool students during the months of June, July and August 2022 at a rate of \$55.00 per hour for up to forty hours (total cost not to exceed \$2,200.00).

The Preble County Educational Service Center will invoice the Eaton Community Schools once all evaluations have been completed. Payment for providing the evaluation services will be processed upon receipt of an invoice provided by PCESC and payment made within 30 days of receipt of the invoice.

by **Eaton Community Schools**

by **Preble County Educational Service Center**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Preble County Educational Service Center  
Contract Amount for FY 2023  
Pursuant to O.R.C. 3313.845**

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

The above named parties have entered into a contract for services for fiscal year 2023 in an annual amount of \$1,266,416.

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

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

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

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

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

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

\_\_\_\_\_  
Print District Superintendent Name      District Superintendent Signature      Date

\_\_\_\_\_  
Print District Treasurer Name      District Treasurer Signature      Date

\_\_\_\_\_  
Print ESC Superintendent Name      ESC Superintendent Signature      Date

\_\_\_\_\_  
Print ESC Treasurer Name      ESC Treasurer Signature      Date



**PREBLE COUNTY EDUCATIONAL SERVICE CENTER  
597 Hillcrest Drive  
Eaton, OH 45320**

**LEASE AGREEMENT WITH EATON COMMUNITY SCHOOL DISTRICT  
FOR MD CLASSROOM PROGRAM**

THIS LEASE AGREEMENT is made and entered into this day of 25th May, 2022, by and between the Board of Governors of the Preble County Educational Service Center (hereinafter "PCESC") and the Board of Education of the Eaton Community School District (hereinafter "Eaton Community Schools").

**RECITALS**

The parties recite and declare:

- A. PCESC desires to lease classroom space in Eaton Middle School, located at 814 Camden Road, Eaton, Ohio, 45320 from Eaton Community Schools.
- B. PCESC desires to use classroom, gymnasium and outdoor play area space at Eaton Middle School in connection with services it provides to students with multiple disabilities enrolled in Preble County school districts.
- C. Eaton Community Schools desires to permit PCESC to use one (1) classroom, gymnasium space, and other common areas (the "Leased Space") necessary to facilitate access to and use and enjoyment of the classroom.
- D. Eaton Community Schools and PCESC wish to memorialize the terms of PCESC's use of Eaton Community Schools' property upon the terms and conditions as stated herein.

**SECTION ONE – TERM, RENEWAL AND REVOCATION**

- A. In consideration of the mutual promises of Eaton Community Schools and PCESC, Eaton Community Schools grants PCESC the non-exclusive right to use the Leased Space at Eaton Middle School for the term of one (1) year beginning on the effective date of this Agreement.
- B. The term of this Agreement shall automatically renew for subsequent one (1) year periods, unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current term.

**IN THE EVENT THAT EATON COMMUNITY SCHOOLS DETERMINES THAT IT IS IN ITS BEST INTERESTS TO DO SO, IT SPECIFICALLY RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THIS AGREEMENT PRIOR TO THE END OF THE TERM HEREIN SPECIFIED, OR ANY SUCCESSOR LICENSE TERMS, WITHOUT CAUSE. IN THE EVENT THIS AGREEMENT IS TERMINATED PRIOR TO THE END OF THE TERM HEREIN SPECIFIED, ALL OBLIGATIONS OF THE PARTIES HEREUNDER SHALL CEASE UPON THE DATE SPECIFIED BY EATON COMMUNITY SCHOOLS WITH THE EXCEPTION OF ANY POST TERMINATION OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

### **SECTION TWO – PAYMENT**

For the Term of this Lease Agreement, PCEC shall pay to Eaton Community Schools the sum of Seven Thousand Five Hundred Dollars (\$7,500.00).

### **SECTION THREE – USE OF PREMISES**

PCEC may only use the Leased Space in order to provide educational services to students with multiple disabilities who are enrolled in Preble County school districts.

PCEC will coordinate use of the gymnasium and outdoor play space with Eaton Community Schools to avoid conflict with scheduled activities.

PCEC will use, occupy and maintain the Leased Space in a careful, safe, and proper manner, and will maintain said property in a clean, neat and orderly condition. PCEC acquires no right or privilege in the Leased Space except the right to use it as herein specified. PCEC shall comply with all rules and regulations established by Eaton Community Schools for the use of the Leased Space.

Eaton Community Schools shall be responsible for the janitorial services regarding the Leased Space, except that maintenance/custodial services will be the responsibility of PCEC after using the gymnasium.

Eaton Community Schools will perform any repairs or replacements which are not caused by PCEC's negligence.

Eaton Community Schools shall be responsible to pay any costs associated with utilities servicing the Leased Space.

Eaton Community Schools will provide food service for students attending PCEC programming, and transportation for said students will be the responsibility of PCEC.

#### **SECTION FOUR - PERSONAL PROPERTY**

Eaton Community Schools grants PCECSC use of classroom furniture and fixtures, including such items as shelving, bookcases, lockers, desks, tables, and chairs. At the beginning and end of the Lease Term, a joint inventory of Eaton Community Schools' property will be taken, a copy of which shall be kept on file with PCECSC and Eaton Community Schools.

#### **SECTION FIVE – COMPLIANCE WITH LAWS**

PCECSC shall comply with and obey all laws, ordinances, rules, regulations, and requirements of Eaton Community Schools, the state, city, or other governmental subdivision in which the Leased Space is located.

#### **SECTION SIX – INSURANCE**

PCECSC agrees that PCECSC and its officers, directors, employees, volunteers, agents and invitees, as applicable, shall be fully insured with general liability protection at a level and on terms and conditions satisfactory to Eaton Community Schools.

PCECSC's insurance shall provide coverage for both bodily injury, including death and property damage, and shall cover the use and occupancy of the Leased Space. PCECSC's insurance shall be obtained from a carrier rated at least "A" by A.M. Best Company and licensed in the State of Ohio.

PCECSC's policy shall:

- (i) name Eaton Community Schools as an additional insured;
- (ii) provide that the insurance shall be primary payer insurance and not contributory to any other insurance available to the additional insured with respect to claims arising out of this Agreement; and
- (iii) provide that Eaton Community Schools shall be given advance written notice of the cancellation, non-renewal or reduction in coverage.

Upon request, PCECSC shall provide to Eaton Community Schools a Certificate of Insurance evidencing the coverages set forth above.

#### **SECTION SEVEN – RESPONSIBILITY**

PCECSC, for itself, its heirs, executors, administrators, successors and assigns, agrees to be responsible for any loss, damage, injury, or other casualty to property and

to persons caused by, growing out of, or happening in connection with PCESC's use and occupancy of the Leased Space.

#### **SECTION EIGHT – RIGHT OF ENTRY**

Eaton Community Schools reserve the right of entry of its representatives, agents and employees for the purpose of examining and inspecting the Leased Space.

#### **SECTION NINE – NO TRANSFER OR ASSIGNMENT**

This Agreement shall not be assigned in whole or in part, nor shall any rights or privileges granted in this Agreement be sold, transferred or assigned without the prior, express and written consent of Eaton Community Schools.

#### **SECTION TEN – GOVERNING LAW**

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

#### **SECTION ELEVEN – NOTICES**

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the following individuals at the following addresses:

PCESC:	Superintendent	Eaton :	Superintendent
	Preble County ESC		Eaton Community Schools
	597 Hillcrest Drive		306 Eaton Lewisburg Road
	Eaton, OH 45320		Eaton, OH 45320

#### **SECTION TWELVE – NO WAIVER**

The failure of either party to this Agreement to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

#### **SECTION THIRTEEN – ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**SECTION FOURTEEN – MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

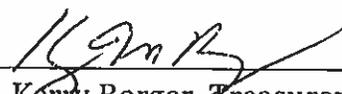
**IN WITNESS WHEREOF**, the authorized representatives of the Parties have set their hands hereunder in order to signify their intent to be bound by the foregoing.

**GOVERNING BOARD OF THE  
PREBLE COUNTY  
EDUCATIONAL SERVICE CENTER**

**BOARD OF EDUCATION OF THE  
EATON COMMUNITY SCHOOL  
DISTRICT**

By \_\_\_\_\_  
Kevin Johnston, President

By \_\_\_\_\_  
Lisa Noble, President

By  \_\_\_\_\_  
Kerry Borger, Treasurer

By \_\_\_\_\_  
Rachel Tait, Treasurer

STATE OF OHIO            )  
  ) SS:  
COUNTY OF PREBLE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2022, by Kevin Johnston, President of the Governing Board of the Preble County Educational Service Center, on behalf of the educational service center. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

STATE OF OHIO            )  
  ) SS:  
COUNTY OF PREBLE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2022, by Lisa Noble, President of the Board of Education of Eaton Community Schools, on behalf of the School District. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

\_\_\_\_\_  
Notary Public

**EXHIBIT I**  
**SCHEDULE OF SOFTWARE SERVICES FOR**  
**FISCAL YEAR 2022-2023**

This Exhibit is hereby made a part of the Contract for Services by and between **Eaton Community SD** and SWOCA. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Contract, unless otherwise stated below.

Number Served represents the student count from EMIS Period S, Beginning of Year Student Count (Dec. 2021)

SOFTWARE SERVICES PROVIDED	RATE	NUMBER SERVED	ANNUAL CHARGE	BILLING CYCLE
<b>BASIC FISCAL SERVICES</b>				
Fiscal Services - State Software (min. \$2,426/yr.)	\$3.91	2,141	\$8,371.31	semi-annual
Infrastructure Maintenance Fee (min. \$412/yr.)	\$0.77	2,141	\$1,648.57	semi-annual
<b>STUDENT RELATED SERVICES</b>				
ProgressBook/SI (min. \$4635/yr.)	\$6.70	2,141	\$14,344.70	semi-annual
GradeBook (min \$3,090)	\$3.91	2,141	\$8,371.31	semi-annual
EMIS (min. \$1803/yr)	\$1.03	2,141	\$2,205.23	semi-annual
IEP Anywhere Plus (min \$2,318/yr.)	\$1.80	2,141	\$3,853.80	semi-annual
aSc Scheduler per Building (billed 4th quarter)	\$620.00	1	\$620.00	annually
<b>FINAL FORMS (est)</b>			\$9,810.57	semi-annual
<b>CONTRACTED STAFF SERVICES</b>				
IT Specialist II - S. Woods	\$93,625.70	/year	\$93,625.70	semi-annual
<b>DUO MFA Licenses for VPN</b>	\$12.00	15	\$180.00	annual
<b>Total Annual Software Fees:</b>			<b><u>\$143,031.19</u></b>	

\* This Exhibit represents an estimate of costs based upon current student enrollment and services used. The fees are based on the current SWOCA Fee Schedule, which is subject to annual approval by the SWOCA Executive Committee.

Questions about this Exhibit? Email [finance@swoca.net](mailto:finance@swoca.net)

**EXHIBIT II**  
**SCHEDULE OF TECHNOLOGY SERVICES FOR**  
**FISCAL YEAR 2022-2023**

This Exhibit is hereby made a part of the Contract for Services by and between **Eaton CSD** and SWOCA. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Contract, unless otherwise stated below. Some items on this schedule are based on usage or storage and may vary during the fiscal year (i.e. hosting services).

TECHNOLOGY SERVICES PROVIDED	RATE	NUMBER SERVED	ANNUAL CHARGE	BILLING CYCLE
<b>INTERNET/CONNECTIVITY SERVICES</b>				
<i>Eatable Services - Pre Discount</i>				
Basic Internet Access/Connectivity/Fiber IRU	per contract		\$ 50,640.00	semi-annual
<b>MANAGED NETWORK SERVICES</b>				
<i>Eatable Services - Pre Discount</i>				
	per contract		\$ 117,128.64	semi-annual
<b>VOICE OVER IP SERVICES</b>				
	per contract		\$ 41,187.45	semi-annual
<b>TECHNICAL SERVICES</b>				
Email Archiving	\$10.00	336	\$ 3,360.00	annually
Virtual Server Hosting	per contract		\$ 12,392.00	semi-annual
Managed Backup Services	per contract		\$ 6,240.00	semi-annual
<b>EQUIPMENT MAINTENANCE</b>				
See Attachment A for details				
			\$ 398.40	semi-annual
<b>TOTAL TECHNOLOGY SERVICES FEES:</b>			<b>\$231,346.49</b>	

Questions about this Exhibit? Email [finance@swoca.net](mailto:finance@swoca.net)



Date of Proposal: 1/19/2022

Proposal Expiration Date: 7/8/2022



# Houghton Mifflin Harcourt

**Proposal #008306988**

Prepared For

## Eaton Cmty School District

306 Eaton Lewisburg Rd  
Eaton OH 45320

Attention:

MissAnne Imhoff

mimhoff@eaton.k12.oh.us

For the Purchase of:

## HMH Go Math 2015/2018 k-8 One Year Renewal

Prepared By

Caryn Cameron

caryn.cameron@hnhco.com

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for Professional Services purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Coupon Code: GMGAPK5211

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
MissAnne Imhoff  
mimhoff@eaton.k12.oh.us

**HMH Confidential and Proprietary**

Send **Orders** to:  
k12orders@hnhco.com  
FAX: 800-269-5232  
HMH Orders  
9400 Southpark Center Loop  
Orlando, FL 32819-8647

Date of Proposal: 1/19/2022

**Proposal for  
Eaton Cmty School District**

Expiration Date: 7/8/2022

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade K</b>						
<b>Hybrid Package w/PARCC 2 Volume SRP/TRP</b>						
1597433 9780544445567	2015 Go Math! Hybrid Student Resource Package 2-Volume SE with 1 Year Digital Grade K	\$33.85	150	\$5,077.50	\$2,077.50	\$3,000.00
Package Includes Student Edition Set Grade K Bilingual Mathboard Grade K Online Interactive Student Edition. (Includes Personal Math Trainer) 1-Year Grade K						
<b>Total for Hybrid Package w/PARCC 2 Volume</b>				<b>\$3,000.00</b>		
<b>a la carte items available for purchase</b>						
1592879 9780544389298	2015 Go Math! Teacher Digital Management Center 1 Year Digital Grade K	\$154.30	12	\$1,851.60	\$1,851.60	
<b>Total for a la carte items available for purchase</b>				<b>\$0.00</b>		
<b>Total for Grade K</b>				<b>\$3,000.00</b>		

Coupon Code: GMGAPK5211

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Miss Anne Imhoff  
mimhoff@eaton.k12.oh.us

**HMH Confidential and Proprietary**

Send **Orders** to:  
k12orders@hnhco.com  
FAX: 800-269-5232  
HMH Orders  
9400 Southpark Center Loop  
Orlando, FL 32819-8647

008306988

Sold:0000208459 Ship:0000745426

Page 2 of 12

Please submit this form with your purchase order

Date of Proposal: 1/19/2022

**Proposal for  
Eaton Cmty School District**

Expiration Date: 7/8/2022

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade 1</b>						
<b>Hybrid Package w/PARCC 2 Volume SRP/TRP</b>						
1597434 9780544445574	2015 Go Math! Hybrid Student Resource Package 2-Volume SE with 1 Year Digital Grade 1	\$33.85	150	\$5,077.50	\$2,077.50	\$3,000.00
Package Includes: Student Edition Set Grade 1 Online interactive Student Edition, (Includes Personal Math Trainer) 1-Year Grade 1 Bilingual Mathboard Grade 1						
<b>Total for Hybrid Package w/PARCC 2 Volume</b>				<b>\$3,000.00</b>		
<b>a la carte items available for purchase</b>						
1592880 9780544389236	2015 Go Math! Teacher Digital Management Center 1 Year Digital Grade 1	\$154.30	11	\$1,697.30	\$1,697.30	
<b>Total for a la carte items available for purchase</b>				<b>\$0.00</b>		
<b>Total for Grade 1</b>				<b>\$3,000.00</b>		

Coupon Code: GMGAPK5211

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
MissAnne Imhoff  
mimhoff@eaton.k12.oh.us

**HMH Confidential and Proprietary**

Send **Orders** to:  
k12orders@hnhco.com  
FAX: 800-269-5232  
HMH Orders  
9400 Southpark Center Loop  
Orlando, FL 32819-8647

Date of Proposal: 1/19/2022

**Proposal for  
Eaton Cmty School District**

Expiration Date: 7/8/2022

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade 2</b>						
<b>Hybrid Package w/PARCC 2 Volume SRP/TRP</b>						
1597435 9780544445581	2015 Go Math! Hybrid Student Resource Package 2-Volume SE with 1 Year Digital Grade 2	\$33.85	170	\$5,754.50	\$2,354.50	\$3,400.00
Package Includes: Student Edition Set Grade 2 Online Interactive Student Edition. (Includes Personal Math Trainer) 1-Year Grade 2 Bilingual Mathboard Grade 2						
<b>Total for Hybrid Package w/PARCC 2 Volume</b>				<b>\$3,400.00</b>		
<b>a la carte items available for purchase</b>						
1592881 9780544389243	2015 Go Math! Teacher Digital Management Center 1 Year Digital Grade 2	\$154.30	11	\$1,697.30	\$1,697.30	
<b>Total for a la carte items available for purchase</b>				<b>\$0.00</b>		
<b>Total for Grade 2</b>				<b>\$3,400.00</b>		

Coupon Code: GMGAPK5211

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
MissAnne Imhoff  
mimhoff@eaton.k12.oh.us

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Date of Proposal: 1/19/2022

**Proposal for  
Eaton Cmty School District**

Expiration Date: 7/8/2022

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade 3</b>						
<b>Hybrid Package w/PARCC 2 Volume SRP/TRP</b>						
1597436 9780544445598	2015 Go Math! Hybrid Student Resource Package 2-Volume SE with 1 Year Digital Grade 3	\$33.85	180	\$6,093.00	\$2,493.00	\$3,600.00
Package Includes: Student Edition Set Grade 3 Online Interactive Student Edition, (Includes Personal Math Trainer) 1-Year Grade 3 Bilingual Mathboard Grade 3						
<b>Total for Hybrid Package w/PARCC 2 Volume</b>				<b>\$3,600.00</b>		
<b>a la carte items available for purchase</b>						
1592882 9780544389250	2015 Go Math! Teacher Digital Management Center 1 Year Digital Grade 3	\$154.30	10	\$1,543.00	\$1,543.00	
<b>Total for a la carte items available for purchase</b>				<b>\$0.00</b>		
<b>Total for Grade 3</b>				<b>\$3,600.00</b>		

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Date of Proposal: 1/19/2022

**Proposal for  
Eaton Cmty School District**

Expiration Date: 7/8/2022

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade 4</b>						
<b>Hybrid Package w/PARCC 2 Volume SRP/TRP</b>						
1597437 9780544445604	2015 Go Math! Hybrnd Student Resource Package 2-Volume SE with 1 Year Digital Grade 4	\$33.85	150	\$5,077.50	\$2,077.50	\$3,000.00
Package Includes: Student Edition Set Grade 4 Online Interactive Student Edition. (Includes Personal Math Trainer) 1-Year Grade 4 Bilingual Mathboard Grade 4						
<b>Total for Hybrid Package w/PARCC 2 Volume</b>				<b>\$3,000.00</b>		
<b>a la carte items available for purchase</b>						
1592903 9780544389267	2015 Go Math! Teacher Digital Management Center 1 Year Digital Grade 4	\$154.30	10	\$1,543.00	\$1,543.00	
<b>Total for a la carte items available for purchase</b>				<b>\$0.00</b>		
<b>Total for Grade 4</b>				<b>\$3,000.00</b>		

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Date of Proposal: 1/19/2022

**Proposal for  
Eaton Cmty School District**

Expiration Date: 7/8/2022

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade 5</b>						
<b>Hybrid Package w/PARCC 2 Volume SRP/TRP</b>						
1597438 9780544445611	2015 Go Math! Hybrid Student Resource Package 2-Volume SE with 1 Year Digital Grade 5	\$33.85	170	\$5,754.50	\$2,354.50	\$3,400.00
Package Includes: Student Edition Set Grade 5 Online Interactive Student Edition, (Includes Personal Math Trainer) 1-Year Grade 5 Bilingual Mathboard Grade 5-6						
<b>Total for Hybrid Package w/PARCC 2 Volume</b>				<b>\$3,400.00</b>		
<b>a la carte items available for purchase</b>						
1592904 9780544389274	2015 Go Math! Teacher Digital Management Center 1 Year Digital Grade 5	\$154.30	10	\$1,543.00	\$1,543.00	
<b>Total for a la carte items available for purchase</b>				<b>\$0.00</b>		
<b>Total for Grade 5</b>				<b>\$3,400.00</b>		

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**Proposal for  
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Expiration Date: 7/8/2022

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade 6</b>						
<b>A la Carte Items Available for Purchase</b>						
1596779 9780544372122	2015 Go Math! Interactive Student Edition with Personal Math Trainer Online 1 Year Digital Grade 6	\$25.15	150	\$3,772.50	\$1,522.50	\$2,250.00
1592905 9780544389281	2015 Go Math! Teacher Digital Management Center 1 Year Digital Grade 6	\$154.30	4	\$617.20	\$617.20	
<b>Total for A la Carte Items Available for Purchase</b>		<b>\$2,250.00</b>				
<b>Total for Grade 6</b>		<b>\$2,250.00</b>				

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**Proposal for  
Eaton Cmty School District**

Expiration Date: 7/8/2022

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade 7</b>						
<b>Accelerated for Grade 7</b>						
1700505 9781328905956	2018 Go Math! Student Edition with Personal Math Trainer Online 1 Year Digital Accelerated 7	\$25.55	170	\$4,343.50		\$4,343.50
1700483 9781328905833	2018 Go Math! Teacher Resource Digital Management Center 1 Year Digital Accelerated 7	\$352.95	4	\$1,411.80		\$1,411.80
<b>Total for Accelerated for Grade 7</b>		<b>\$5,755.30</b>				
<b>Total for Grade 7</b>		<b>\$5,755.30</b>				

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Date of Proposal: 1/19/2022

**Proposal for  
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Expiration Date: 7/8/2022

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Grade 8</b>						
<b>A la Carte Items Available for Purchase</b>						
1700504 9781328905949	2018 Go Math! Student Edition with Personal Math Trainer Online 1 Year Digital Grade 8	\$23.75	110	\$2,612.50		\$2,612.50
1700482 9781328905826	2018 Go Math! Teacher Resource Digital Management Center 1 Year Digital Grade 8	\$359.35	4	\$1,437.40		\$1,437.40
<b>Total for A la Carte Items Available for Purchase</b>		<b>\$4,049.90</b>				
<b>Total for Grade 8</b>		<b>\$4,049.90</b>				

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Proposal for  
Eaton Cmty School District

Expiration Date: 7/8/2022

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
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<b>Subtotal Purchase Amount:</b>	<b>\$31,455.20</b>
<b>Shipping &amp; Handling:</b>	<b>\$2,037.00</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$33,492.20</b>

**\*\*Please add proper sales tax to your order\*\***

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Date of Proposal: 1/19/2022

**Proposal for  
Eaton Cmty School District**

Expiration Date: 7/8/2022

**Total Cost of Proposal (PO Amount): \$33,492.20**

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.
 

<b>Ship to:</b>	<b>Sold to:</b>
Eaton Community School District	Eaton Community School District
306 Eaton Lewisburg Rd	304 Eaton Lewisburg Rd
Eaton, OH 45320-1105	Eaton, OH 45320-1105
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 1/19/2022

Proposal Expiration Date: 7/8/2022



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Date of Proposal: 4/26/2022

Proposal Expiration Date: 7/8/2022



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Proposal #008376498

Prepared For

## Eaton Cmty School District

306 Eaton Lewisburg Rd  
Eaton OH 45320

Attention:

MissAnne Imhoff  
mimhoff@eaton.k12.oh.us

For the Purchase of:

## Coaching Renewal - Minimum

Prepared By

Caryn Cameron

caryn.cameron@hnhco.com

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for Professional Services purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

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Date of Proposal: 4/26/2022

Proposal for  
**Eaton Cmty School District**

Expiration Date: 7/8/2022

ISBN	Title	Price	Quantity	Value of All Materials
<b>Professional Development</b>				
1810821 9780358573906	Into Reading Multi-Team Online Coaching Membership 32-Sessions Grades K-6	\$14,500.00	1	\$14,500.00
1836161 9780358743347	Into Literature Version 2 Follow Up In Person 6-Hour Grades 6-12	\$4,200.00	2	\$8,400.00
<b>Total for Professional Development</b>		<b>\$22,900.00</b>		

**Subtotal Purchase Amount:**

**\$22,900.00**

**Shipping & Handling:**

**\$0.00**

**Total Cost of Proposal (PO Amount):**

**\$22,900.00**

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**Total Cost of Proposal (PO Amount): \$22,900.00**

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.
 

<b>Ship to:</b> Eaton Community School District 306 Eaton Lewisburg Rd Eaton, OH 45320-1105	<b>Sold to:</b> Eaton Community School District 304 Eaton Lewisburg Rd Eaton, OH 45320-1105
--	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

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Proposal Expiration Date: 7/8/2022



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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 9<sup>th</sup> day of June, 2022, by and between the Board of Education of Eaton Community Schools (the "Board") and the Eaton School Support Personnel Association/OEA/NEA (the "Union"). These parties will collectively be referred to as the "Parties."

WHEREAS, the Board and the Union have executed a collective bargaining agreement ("CBA") effective from July 1, 2021 until June 30, 2024; and

WHEREAS, the Parties desire to resolve issues related to the use or payment of vacation time for employees who have been employed by the District for less than one year.

NOW THEREFORE BE IT RESOLVED THAT:

1. Effective upon the execution of this MOU, and continuing until the expiration of the CBA, all bargaining unit members employed by the District for less than one fiscal calendar year, as defined in Article 21 of the CBA, shall receive vacation time off and/or vacation pay on a pro-rated basis.
2. The Parties agree that Article 21, Section (A)(1) of the CBA is no longer effective and that upon the execution of this MOU, shall have no effect regarding the use or payment of vacation time for bargaining unit members employed by the District for less than one fiscal year for the remainder of the term of the CBA.
3. The Parties acknowledge that prior to the execution of this MOU, current or former bargaining unit members may have received vacation time or pay that was inconsistent with Article 21, Section(A)(1) of the CBA. The Union hereby waives any and all grievances which have been, could have been, or could potentially be brought against the Board in the future regarding these inconsistencies.
4. Nothing within this MOU shall be construed as a waiver of or limitation on any management rights the Board may have.
5. All other provisions of the Agreement currently in effect between the Parties hereto not altered by this MOU shall remain in full force and effect for the term of the Agreement and no other agreements shall serve to alter the provisions of the Agreement unless agreed to, in writing, between the parties hereto.

**For the Board:**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**For the Union:**

Sherry Wood  
President

6/9/22  
Date

## Dual Credit Enrollment MEMORANDUM OF UNDERSTANDING Between the Trustees of Indiana University and Eaton High School District/Diocese

THIS AGREEMENT ("Agreement") is entered into this 23rd day of March, 2022, by and between The Trustees of Indiana University, a body politic existing by and pursuant to the laws of the State of Indiana, on behalf of The Advance College Project (hereinafter called "University"), and Eaton High School District/Diocese (hereinafter called "School Corporation").

### Recitals

1. School Corporation desires to obtain the following services: delivery of dual credit courses to School Corporation students.
2. School Corporation has determined that University can best meet the needs of School Corporation in this regard; and,
3. University is ready, willing, and able to provide such professional/technical services to School Corporation, under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants, agreements, and conditions hereinafter set forth, the parties hereby agree as follows.

1. **PROVISION OF COURSES:** Advance College Project ("ACP") dual-credit enrollment courses ("ACP Courses") are courses taught by University-approved School Corporation instructors as part of their duties as a School Corporation employee that simultaneously satisfy requirements for earning high school and University credits. The course curriculum, assignments, assessments, and other requirements for ACP Courses shall be established by ACP and approved by University as having equivalent course content, learning objectives, and work assignments as an existing University course. School Corporation instructors teaching ACP Courses shall consult with ACP staff and faculty liaisons on issues such as student records, grades, and other student or learning issues prior to assigning ACP Course grades.
2. **APPROVED INSTRUCTORS AND COURSES:** All ACP Course instructors must meet University and Higher Learning Commission ("HLC") academic requirements (or be in the process of meeting HLC requirements), as determined by University through the application and selection process. While teaching ACP Courses, ACP Course instructors will remain School Corporation employees, and the School Corporation shall remain responsible for hiring and compensating the ACP Course instructors. A list identifying current School Corporation instructors who have obtained necessary University approval and training, from ACP, is provided in this document as Addendum A: Teacher Table.
3. **COURSE COMPLIANCE:** By entering into this Agreement, the School Corporation recognizes that ACP Course curriculum, assessments, instructional strategies, policies, and procedures are determined by and are the purview of University and the designated ACP program staff and faculty liaison. The parties agree that all ACP Courses shall be subject to and comply with all applicable Indiana statutes or policies regarding dual credit courses, including the Indiana Commission for Higher Education's Dual Credit Policy. Students will receive an official course syllabus. Instructors will use syllabi in accordance with ACP requirements, guidelines, and

format. All instructors must submit syllabi (for each course) to ACP prior to the beginning of each semester, and upon request. University will involve on-campus faculty in overseeing ACP Course implementation in the high schools to assist in ensuring that course goals and standards are understood, that course guidelines, rules, and expectations are followed, and that the same standards and means of assessment are applied in all venues. The University will monitor quality of instruction, develop curriculum, select course materials, and train instructors in compliance with the standards established by University, the State, and the National Alliance of Concurrent Enrollment Programs (NACEP). University will communicate directly with the instructor about observed or reported discrepancies in delivery, and communicate with school administration if significant issues arise that could jeopardize the continued offering of a course.

4. **INTELLECTUAL PROPERTY.** All ACP Course material is the intellectual property of University and as such, materials (including syllabi, course reading lists, course packets and readers, assignments, rubrics, etc.) provided by University to the School Corporation and instructors as necessary to deliver the course may not be utilized in the delivery of other courses for credit. Instruction in an ACP classroom, exam scores, or other approaches to demonstrating proficiency cannot result in students earning dual credit through a separate postsecondary institution. ACP Courses completed for University credit may be transferred to other postsecondary institutions in accordance to Indiana's Core Transfer Library, and existing transfer agreements.
5. **INSTRUCTOR PROFESSIONAL DEVELOPMENT SEMINAR ATTENDANCE:** School Corporation shall permit ACP instructors to attend University required training, annual professional development, and site visits ("Training") as determined necessary by University. University will reimburse ACP instructors for mileage, overnight accommodation and stipend (when relevant and for eligible instructors) associated with Trainings required by University in its sole discretion. Costs for substitute teachers (if needed) shall be the responsibility of the School Corporation.
6. **BOOKS AND SUPPLEMENTAL MATERIALS:** University approved or required textbooks (including E-Texts), syllabi, and course outlines, for the equivalent University courses shall apply to the ACP Courses, and all students in the courses, when offered under the provisions of this Agreement. All textbooks and supplemental materials required for ACP Courses as determined by University will be the responsibility of the School Corporation or students to procure. University approved or required textbooks may not adhere to the traditional six-year textbook adoption cycle and may require more frequent replacement.
7. **STUDENT ENROLLMENT FOR UNIVERSITY CREDIT:** University will award University credit for specified ACP Courses successfully completed by students in the School Corporation. Students who complete an ACP Course must achieve at least the equivalent of a 2.0 on a 4.0 unweighted grading scale (in the ACP/dual credit course) as required under Indiana Code §21-43-4-15 in order to enroll in subsequent related dual credit course work in the same subject area. In order to be awarded University credit at the completion of an ACP Course, students must be officially enrolled in the corresponding University course section. Enrollment for University credit is not automatic upon placement into the School Corporation course section associated with the ACP Course. Students must meet ACP eligibility requirements, meet established course prerequisites and complete all required steps for registration within the official ACP enrollment timeframe and through the University ACP registration system and process.

8. **DEMOGRAPHIC DATA:** School Corporation will provide University the necessary demographic data for all School Corporation students placed in an ACP course as needed for the University's provision of the ACP Courses. Student data will be handled in a manner consistent with FERPA.
9. **TUITION, FEES, AND TUITION WAIVERS:** Unless otherwise provided in this Agreement, University will charge students the tuition-rate set by the state, and approved by Trustees of Indiana University, for dual credit purposes. This rate is subject to change, and is currently set at \$25.00 per credit hour. Students meeting the guidelines for the Federal Free and Reduced Lunch Program (as verified by the school) will not be charged tuition or course fees. This tuition waiver does not apply to the cost of textbooks or necessary course material.
10. **STUDENT ACCESS TO REQUIRED UNIVERSITY SYSTEMS AND CONTENT:** ACP Courses utilize University's instance of Canvas, and other University systems, to distribute required content. These resources must be available to ALL students enrolled in ACP Courses -- including those students who will choose not to, or are ineligible to, enroll for University credit.
11. **ACADEMIC POLICIES:** Students are expected to adhere to all academic policies outlined in the syllabus and the University Code of Student Rights, Responsibilities, and Conduct, including course withdrawal and drop policies. Issues of academic misconduct and the exercise of student's rights to due process for issues affecting a student's receipt of University credit will adhere to processes and rights outlined in the University's code(s) of student conduct and academic handbooks/guides.
12. **NON-DISCRIMINATION:** Indiana University and School Corporation both prohibit discrimination on the basis of age, color, disability, ethnicity, sex, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sexual orientation, or veteran status.
13. **INDEMNIFICATION OF UNIVERSITY:** To the extent authorized by law, School Corporation will indemnify, defend, and hold harmless University, its Trustees, officers, employees, and agents from any suit, action, claim, demand, judgment, or related expense (including reasonable attorneys' fees) arising out of the performance of this Agreement; unless such action is based solely on the gross negligence or willful misconduct of University, its Trustees, officers, employees, or agents.
14. **NO THIRD PARTY BENEFICIARIES.** Nothing in this agreement shall be construed to create or extend any rights to any third parties as third party beneficiaries.
15. **TERM AND TERMINATION OF AGREEMENT:** This Agreement shall become effective as of the date of the final signature provided below, and shall remain in effect for one (1) year. This Agreement may be renewed for additional one (1) year terms upon the mutual written consent of the parties. University reserves the right to terminate this Agreement upon service of written notice to School Corporation thirty (30) days prior to the date of termination. In this event, the date of termination will be the day following the end of the semester during which the 30-day period expires.
16. **AMENDMENT:** This Agreement may be amended at any time only by the mutual written agreement of the parties.
17. **SEVERABILITY:** If any provision of this Agreement is deemed invalid or unenforceable, either

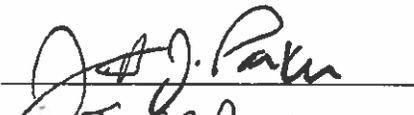
in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or to alter the bounds thereof in order to render it valid and enforceable.

18. **WAIVER:** Any failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any such term, covenant or condition.
19. **NO ASSIGNMENT:** Except as otherwise provided herein, neither party shall assign this Agreement or its rights or duties hereunder without the express written consent of the other party.
20. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to its choice of law principles. Any disputes arising out of or related to the Agreement shall be brought in a state court in Monroe County, Indiana or in the federal district court for the Southern District of Indiana, Indianapolis Division.
21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and replaces any and all prior written and oral agreements between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed below.

School Corporation

As authorized signatory for The Trustees of  
Indiana University and Advance College  
Project Representative

Signature:   
Print: Jeff Parker  
Title: Superintendent  
Date: June 14, 2022

Signature:   
Print: Michael Beam  
Title: Senior Assistant Vice Provost  
Date: March 23, 2022



Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	COLLEGE CREDIT PLUS PROGRAM
Code	po2271
Status	
Adopted	October 12, 2015
Last Revised	January 6, 2022

### 2271 - COLLEGE CREDIT PLUS PROGRAM

The Board of Education recognizes the value to students and to the District for students to participate in programs offered by accredited colleges and universities in Ohio.

The Board will approve participation by students who apply to the participating college or university ("institute of higher education" or "IHE") and meet the IHE's and relevant academic program's established standards for admission, enrollment, and course placement. Participating students will be eligible to receive secondary credit for completing any of these programs. To be eligible, students must be in seventh, eighth, ninth, tenth, eleventh, or twelfth grade and must either be remediation-free in one of the assessments established under R.C. 3345.061(F), or meet an alternative remediation-free eligibility option as defined by the Chancellor of Higher Education in consultation with the superintendent of public instruction. Students who participated in the College Credit Plus program before September 30, 2021 and who qualified to participate in accordance with prior law by scoring within one standard error of measurement below the remediation-free threshold for one of the required assessments and having a cumulative high school grade point average of at least 3.0 or alternatively receiving a recommendation from a school counselor, principal or career technical program advisor may remain eligible to participate.

The Board will provide information about the College Credit Plus Program prior to February 1st to all students enrolled in grades six through eleven and their parents as outlined in AG 2271. The Board will also promote the College Credit Plus program on its website, including the details of the Board's current agreements with partnering IHEs.

**In addition, under Federal and State law, male students who are eighteen (18) years of age or older and who are classified as an Ohio resident by the public college or university they are attending through the College Credit Plus program are required to be registered with the Selective Service System. Participating male students are required to provide their Selective Service number to the public college or university within thirty (30) days of their 18th birthday. If such students do not submit their Selective Service number, they will not be considered a College Credit Plus participant for that current semester or term and will be responsible for any tuition, textbooks, or fees associated with the classes for which they are enrolled.**

### Underperforming and Ineligible Students

If a student participating in the College Credit Plus Program under the option set forth in R.C. 3365.06 (B) either: A) fails to maintain a grade point average of 2.0 or higher in the college courses taken through the College Credit Plus Program; or B) withdraws from, or receives no credit for two or more courses in the same term, the student will be considered an "underperforming student." If a student maintains underperforming student status for two (2) consecutive terms of enrollment, the student will be deemed "ineligible."

### Probation

Immediately after determining a student has obtained underperforming student status, the Superintendent shall place the student on probation within the College Credit Plus Program, and notify the underperforming student, his/her parents, and each IHE in which the student is enrolled of his/her status. The underperforming student and his/her parents shall also be notified of the following requirements for continued participation in the Program while on probation:

- A. The student shall only enroll in one (1) college course during any term.
- B. The student shall refrain from enrolling in a college course in the same subject as a college course in which the student earned a grade of "D" or "F" or for which the student received no credit.
- C. If the student had registered for more than one (1) college course for the next term prior to being placed on probation, the student shall request each IHE in which he/she is enrolled to dis-enroll the student from those courses that conflict with the terms of his/her probationary status.
  - 1. If a student elects to remain enrolled in one (1) course for the next term, he/she shall inform the IHE of the course in which the student would like to remain enrolled.
  - 2. If the student fails to dis-enroll from any courses that conflict with his/her probationary status, the Superintendent shall immediately notify the student and his/her parents that the student shall assume responsibility for any and all tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and his/her parents shall also be advised that the student shall be deemed an ineligible student and dismissed from the program for the next term in accordance with the dismissal procedures set forth below.
- D. If a student takes a course after being placed on probation and such course raises the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be removed from probation. The student may participate in the Program without restrictions unless he/she is declared to be an underperforming student again.
- E. If a student takes a course after being placed on probation and such course does not raise the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be dismissed from the Program in accordance with the dismissal procedures set forth below.

### **Dismissal**

If a student is deemed ineligible to participate in the College Credit Plus Program, he/she will be dismissed from the Program. The Superintendent shall notify the ineligible student, his/her parents, and each IHE in which the student is enrolled of his/her dismissal. The ineligible student and his/her parents shall also be notified that the student shall not take any college courses through the Program following his/her dismissal.

If the student had registered for more than one (1) college course for the next term prior to being dismissed from the Program, the student shall request each IHE in which he/she is enrolled to dis-enroll the student from the Program.

If the student fails to dis-enroll following his/her dismissal from the Program, the Superintendent shall immediately notify the student and his/her parents that the student shall assume responsibility for any and all tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and his/her parents shall also be advised that the Superintendent shall extend/continue the student's dismissal from the Program for an additional term.

### **Reinstatement**

Following one (1) term of dismissal, a student may submit a request to the Superintendent to be reinstated to the College Credit Plus Program. Summer shall only be counted as a term if the student is enrolled in one (1) or more high school courses during the summer. Upon receipt of the reinstatement request, the student's full high school and college academic record will be reviewed to determine whether the student has achieved academic progress and whether s/he will be reinstated on probation or without restriction.

**Reinstatement on Probation:** In order to be reinstated to the College Credit Plus Program on probation, the student must meet the following academic progress criteria:

- A. Limited to one (1) CCP Course if their cumulative GPA is below 3.0.
- B. Passing performances in all classes.
- C. In good standing for all graduation requirements including end of course exams points and grade level credits

**Reinstatement without Restriction:** In order to be reinstated without any restrictions, the student must meet the following academic progress criteria:

- A. Passing performances in all classes.
- B. In good standing for all graduation requirements including end of course exams points and grade level credits
- C. Cumulative GPA is 3.0 or higher in all classes.

If the student fails to demonstrate academic progress as defined above, the Superintendent shall extend/continue the student's dismissal for an additional term(s). During the dismissal period, the student shall remain ineligible to participate in the College Credit Plus Program until academic progress is achieved.

### **Appeals**

Any student who is dismissed from the College Credit Plus Program or prohibited from taking a course in which the student earned a grade of "D" or "F" or for which the student received no credit, may appeal the decision to the Superintendent. The appeal must be filed within five (5) business days after the student is notified of the dismissal or prohibition against taking a course. Upon receiving the appeal, the Superintendent must immediately notify each IHE in which the student is enrolled that the student has filed an appeal.

When reviewing a student's appeal, the Superintendent shall consider any extenuating circumstances separate from the student's academic performance that may have affected or otherwise impacted the student's status in the College Credit Plus Program. After considering such information, the Superintendent may:

- A. allow the student to participate in the Program without restrictions;
- B. allow the student to take a course in which the student earned a grade of "D" or "F" or for which the student received no credit;
- C. allow the student to participate in the Program on probation; or
- D. maintain the student's dismissal from the Program.

The Superintendent shall issue a decision on the student's appeal within ten (10) business days after the date the appeal is filed. The Superintendent's decision shall be final, and he/she shall immediately provide notification of the decision to each IHE in which the student is enrolled.

- A. If the Superintendent decides to continue the student's dismissal from the College Credit Plus Program, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to withdraw from all courses in which the student is enrolled without penalty. The Board shall not be required to pay for such courses.
- B. If the Superintendent fails to issue a timely decision after the date the appeal is made, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to withdraw from all courses in which the student is enrolled without penalty. If the decision is issued after the IHE's no-fault withdrawal date, the Board shall be required to pay for such courses.

### **Home-Schooled Students**

If a home-schooled student participating in the College Credit Plus Program is placed on probation or dismissed from the Program, the parent of the student shall be responsible for notifying each IHE in which the student is enrolled of such probation or dismissal.

The Board will provide information about the College Credit Plus Program prior to February 1st to all students enrolled in grades six through eleven and their parents as outlined in AG 2271. The Board will also promote the College Credit Plus Program on its website, including the details of the Board's current agreements with partnering IHEs.

All students must meet the requirements for participating in the College Credit Plus Program outlined in AG 2271.

The Board may deny high school credit for the College Credit Plus Program courses any portion of which are taken during the period of a student's expulsion. If the student has elected to receive credit for course(s) toward fulfilling graduation requirements as well as the College Credit Plus Program credit, that election is automatically revoked for all college courses in which the student enrolled during the college term in which the expulsion is imposed.

When a student is expelled, the Board directs the Superintendent to send written notice of the expulsion to any college in which the expelled student is enrolled under R.C. 3365.03 (College Credit Plus Program) at the time the expulsion is imposed. This notice shall indicate the date the expulsion is scheduled to expire and that the Board has adopted a policy under R.C. 3313.613 to deny high school credit for College Credit Plus Program courses taken during an expulsion. If the expulsion period is later extended, the Superintendent shall notify the college of the extension.

The Board will collect, report, and track program data annually in accordance with data reporting guidelines adopted by the chancellor and the Superintendent of Public Instruction pursuant to R.C. 3365.15.

The Superintendent shall establish the necessary administrative guidelines to comply with State law which will thereafter be properly communicated to both students and their parents. The Superintendent shall also establish guidelines and procedures for the awarding of credit and the proper entry on a student's transcript and other records of his/her participation in a College Credit Plus Program.

Revised 6/11/18

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Legal R.C. 3313.613, 3345.32, 3365.01 through 3365.09  
A.C. 3333-1-65.13  
"Military Selective Service Act," 62 Stat. 604, 50 U.S.C. App. 453, as amended

Last Modified by Norm Burkhardt on March 30, 2022



Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	DRESS AND GROOMING
Code	po5511
Status	
Adopted	October 12, 2015

#### 5511 - DRESS AND GROOMING

The Board of Education recognizes that each student's mode of dress and grooming is a manifestation of personal style and individual preference. The Board will not interfere with the right of students and their parents to make decisions regarding their appearance, except when their choices interfere with the educational program of the schools. ~~The Board authorizes the Superintendent to establish~~

The Board authorizes the Superintendent to establish a reasonable dress code in order to promote a safe and healthy school setting and enhance the educational environment. The dress code shall be incorporated into the Student Code of Conduct or Discipline Code.

Accordingly, the Superintendent shall establish such grooming guidelines as are necessary to promote discipline, maintain order, secure the safety of students, and provide a healthy environment conducive to academic purposes. Such guidelines shall prohibit student dress or grooming practices ~~that~~which:

- A. present a hazard to the health or safety of the student ~~himself/herself~~ or to others in the school;
- B. materially interfere with school work, create disorder, or disrupt the educational program;
- C. cause excessive wear or damage to school property;
- D. prevent the student from achieving the student's~~his/her own~~ educational objectives because of blocked vision or restricted movement.

Such guidelines shall establish the dress requirements for members of the athletic teams, bands, and other school groups when representing the District at a public event.

The Superintendent shall develop administrative guidelines to implement this policy ~~that~~which:

- A. designate the principal as the arbiter of student dress and grooming at the building level;~~in his/her building;~~
- B. instruct staff members to demonstrate by example and precept ~~wholesome attitudes toward~~ neatness, cleanliness, propriety, modesty, and good sense in attire and appearance;
- C. ensure that all rules implementing this policy impose only minimum and necessary restrictions on the exercise of the student's taste and individuality.

Students who violate the foregoing rules will not be admitted to class and may be suspended from school.

Legal

R.C. 3313.20, 3313.60, 3313.661, 3313.665

Last Modified by Norm Burkhardt on March 30, 2022



Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	GRANT FUNDS
Code	po6110
Status	
Adopted	October 12, 2015
Last Revised	June 13, 2016

### 6110 - GRANT FUNDS

It is the objective of the Board of Education to provide equal educational opportunities for all District students. Government agencies, as well as foundations, businesses, and individuals, periodically offer both human and material resources to the District that benefits students and the educational program. Therefore, it is the intent of the Board to consider grant proposals and applications for their potential to enhance the educational opportunities, the educational environment, and the physical and mental growth for each student.

The Superintendent shall review new Federal education legislation and prepare proposals for programs s/he deems would be of aid to the students of this District. The Superintendent shall approve each such proposal prior to its submission, and the Board shall approve all grants resulting from such proposals.

The Board regards available Federal funds of aid to local school districts and communities as a public trust. It forbids the use of Federal monies for partisan political activities and for any use that would not be in accordance with Federal regulations and guidelines.

No Federal funds received by the District shall be used to:

- A. develop or distribute materials, or operate programs or courses of instruction directed at youths, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual;
- B. distribute or aid in the distribution by any organization of legally obscene materials to minors on school grounds;
- C. provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or
- D. operate a program of contraceptive distribution in schools.

### Grant Proposal Development

- A. All grant proposals must support at least one (1) District goal or priority.
- B. For projects where grant funds will not cover the entire cost of project implementation, additional fund sources must be identified, documented, and approved during the internal review process.

### Grant Proposal Internal Review

Each grant proposal shall be reviewed and approved by the Superintendent prior to submission to the funding source.

### Grant Administration

- A. The administration of grants will adhere to all applicable Federal, State, local and grantor rules and regulations, including the terms and conditions of the Federal awards, as well as District policies and administrative guidelines.
- B. The Superintendent is responsible for the efficient and effective administration of grant awards through the application of sound management practices.
- C. The Superintendent is responsible for administering grant funds in a manner consistent with underlying agreements, applicable statutes, regulations and objectives, and the terms and conditions of the grant award.
- D. The District, in recognition of its unique combination of staff, facilities, and experience, shall employ internal controls, including the organizational and management strategies necessary to assure proper and efficient administration of grant awards.
- E. All Federal funds received by the District will be used in accordance with the applicable Federal law and regulations and the terms and conditions of the Federal award. The Superintendent shall require that each draw of Federal monies be aligned with the District's payment process (whether reimbursement, cash advance or a combination). If funds are permitted to be drawn in advance, all draws will be as close as administratively feasible to the related program expenditures and that, when restricted, such monies are used to supplement programs and funding and not to supplant or replace existing programming or current funding.

**Maintenance of Effort (MOE) and Maintenance of Equity (MOEquity) requirements of the Federal program will be met in accordance with the requirements of the specific funded program. The District shall maintain appropriate documentation and records to substantiate compliance or to justify allowable exceptions, exemptions, or waivers.**

- F. The Superintendent is authorized to sign related documents for grant administration, including documents required for submittal of grant proposals.
- G. Employee positions established through the use of grant funding shall terminate if and when the related grant funding ceases.
- H. Program reports including but not limited to audits, site visits and final reports shall be submitted to the Superintendent for review and distribution to the Board and other appropriate parties.

### **Financial Management**

The financial management of grant funds shall be in compliance with all applicable Federal, State, local and grantor rules, regulations, and assurances as well as District policies and administrative guidelines.

The District shall provide for the following:

- A. Identification, in District accounts, of all grant awards received and expended and the programs under which they were received. For Federal programs and awards, identification shall include the Catalog of Federal Domestic Assistance ("CFDA") title and number, Federal award identification number and year, name of the Federal agency and name of the pass-through entity, as applicable.
- B. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements of the grant.
- C. Records that identify adequately the source and application of funds provided for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- D. Effective control over, and accountability for, all funds, property, and other assets. The District must adequately safeguard all assets and assure that they are used solely for authorized purposes.

Further, the District must:

1. establish and maintain effective internal control over the Federal award that provides reasonable assurance that the District is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award;
2. comply with Federal statutes, regulations and the terms and conditions of the Federal award;

3. evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of the Federal award;
  4. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;
  5. take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.
- E. Comparison of expenditures with budget amounts for each Federal award.
- F. Recordkeeping and written procedures to the extent required by Federal, State, local and grantor rules and regulations pertaining to the grant award and accountability, including, but not limited to, the following areas:
1. cash management
  2. allowability
  3. conflict of interest
  4. procurement
  5. equipment management
  6. conducting technical evaluations of proposals and selecting recipients
  7. compensation and fringe benefits
  8. travel
- G. Disclosure of any potential conflict of interest and all mandatory violation disclosures potentially affecting the Federal award/grant to the Federal awarding agency or pass through agency in accordance with applicable Federal policy.
- H. Insurance coverage for real property and equipment, if applicable, equivalent to such property owned by the District.

### **Program Income**

Program income means gross income earned by a grant recipient that is directly generated by a supported activity or earned as a result of the Federal award during the grant's period of performance.

It includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts and interest earned on any of them. Additionally, taxes, special assessments, levies, fines and other such revenues raised by a recipient are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income. Finally, proceeds from the sale of real property, equipment or supplies are not program income.

Unless it has received prior approval to use a different method or the terms and conditions of the grant authorize a different method, the District uses the deduction method of accounting for program income. Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the Federal awarding agency or pass-through entity.

**Legal**                      **Compliance Supplement for Single Audits of State and Local Governments**  
Applicable laws, regulations and guidance: 34 C.F.R. 75.707, 76.563, 76.565, 76.707  
2 C.F.R. 200.56, 200.71, 200.77, 200.80, 200.112, 200.302, 200.307  
2 C.F.R. 200.309, 200.310, 200.313, 200.318-.320, 200.343(b)&(e)  
20 U.S.C. 7906

Last Modified by Norm Burkhardt on March 27, 2022



Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	COST PRINCIPLES - SPENDING FEDERAL FUNDS
Code	po6114
Status	
Adopted	June 13, 2016
Last Revised	January 6, 2022

#### 6114 - COST PRINCIPLES - SPENDING FEDERAL FUNDS

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives, and the specific terms and conditions of the grant award.

#### Cost Principles

Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

- A. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

To determine whether a cost is reasonable, consideration shall be given to:

1. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
2. the restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal, and other laws and regulations;
3. market prices for comparable goods or services for the geographic area;
4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
5. whether the cost represents any significant deviation from the established practices or Board of Education policy which may unjustifiably increase the expense.

While Federal regulations do not provide specific descriptions of what satisfies the necessary element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to whether:

1. the cost is needed for the proper and efficient performance of the grant program;
2. the cost is identified in the approved budget or application;

3. there is an educational benefit associated with the cost;
4. the cost aligns with identified needs based on results and findings from a needs assessment;
5. the cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received. This standard is met if the cost: is incurred specifically for the Federal award; benefits both the Federal award and other work of the District and can be distributed in proportions that may be approximated using reasonable methods; and is necessary to the overall operation of the District and is assignable to the Federal award in accordance with cost principles mentioned here.

- B. Conform to any limitations or exclusions set forth in the cost principles in Part 200 or in the terms and conditions of the Federal award, **including prohibitions regarding costs incurred for telecommunications and video surveillance services or equipment.**
- C. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the District.
- D. Be accorded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a Federal award as an indirect cost under another award.
- E. Be determined in accordance with generally accepted accounting principles.
- F. Be representative of actual cost, net of all applicable credits, or offsets.

The term applicable credits refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

- G. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.
- H. Be adequately documented:
  1. in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant-funded programs to assure that only permissible personnel expenses are allocated;
  2. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

- I. Be incurred during the approved budget period.

The budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to carry out authorized work and expend the funds awarded, including any funds carried forward or other revisions pursuant to the law. Prior written approval from the Federal awarding agency or State pass-through entity may be required to carry forward unobligated balances to subsequent budget periods, unless waived.

### **Selected Items of Cost**

The District shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District, and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those rules as well.

The following rules of allowability must apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity.

- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity.
- D. All Federally-funded contracts in excess of \$2,000 related to construction, alteration, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.**
- E. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR 200.436 and 2 CFR 200.465.
- F. When approved as a direct cost by the Federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.
- G. If the District is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

### Cost Compliance

The Superintendent shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs, but may not be double charged or inconsistently charged as both.

### Determining Whether a Cost is Direct or Indirect:

- A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; program evaluation costs or other institutional service operations; and infrastructure costs directly attributable to the program (such as long-distance telephone calls specific to the program, etc.). Direct costs may also include capital expenditures if approved by the Federal awarding agency or pass-through entity, as well as capital expenditures for special purpose equipment with a unit cost of less than \$5,000.

- B. Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one (1) cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

1. Administrative or clerical services are integral to a project or activity.
2. Individuals involved can be specifically identified with the project or activity.
3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the Ohio Department of Education (ODE) or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).

Equipment and other capital expenditures are unallowable as indirect costs.

### **Timely Obligation of Funds**

Financial obligations are orders placed for property and services, contracts and subawards made, and similar transactions that require payment. This term is used when referencing a recipient's or subrecipient's use of funds under a Federal award.

The following list illustrates when funds are determined to be obligated under the U.S. Department of Education regulations:

If the obligation is for:

- A. Acquisition of property - on the date which the District makes a binding written commitment to acquire the property.
- B. Personal services by an employee of the District - when the services are performed.
- C. Personal services by a contractor who is not an employee of the District - on the date which the District makes a binding written commitment to obtain the services.
- D. Performance of work other than personal services - on the date when the District makes a binding written commitment to obtain the work.
- E. Public utility services - when the District receives the services.
- F. Travel - when the travel is taken.
- G. Rental of property - when the District uses the property.
- H. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 C.F.R. Part 200, Subpart E - Cost Principles - on the first day of the project period.

### **Period of Performance**

All financial obligations must occur during the period of performance. Period of performance means the total estimated time interval between the start of an initial Federal award when the District is permitted to carry out the work authorized by the grant and the planned end date. The period of performance may include one (1) or more funded portions or budget periods. The period of performance is dictated by statute and will be indicated in the Grant Award Notification (GAN). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period for carryover. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, financial obligations under a grant may not be made until the application is approved or is in substantially approvable form, whichever is later. In the case of a direct grant, a grantee may use grant funds only for obligations it makes during the grant period, unless an agreement exists with the awarding agency or the pass-through entity (e.g., ODE) to reimburse for pre-approval expenses.

If a Federal awarding agency or pass-through entity approves an extension, or if the District extends under C.F.R. 200.308(e)(2), the Period of Performance will be amended to end at the completion of the extension. If a termination occurs, the Period of Performance will be amended to end upon the effective date of termination. If a renewal is issued, a distinct Period of Performance will begin.

For both State-administered and direct grants, regardless of the period of availability, the District shall liquidate all financial obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consequently, the District shall closely monitor grant spending throughout the grant cycle.

6/14/2021

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Legal                    2 C.F.R. 200.216, 200.344(b), 200.403-.407, 200.413(a)-(c), 200.430(a), 200.431(a),  
                              200.439(b)(2)  
                              34 C.F.R. 76.707-.708(a), 75.703  
                              2 C.F.R. 200.458

Last Modified by Norm Burkhardt on March 27, 2022



Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	PROCUREMENT - FEDERAL GRANTS/FUNDS
Code	po6325
Status	
Adopted	June 13, 2016
Last Revised	June 14, 2021

### 6325 - PROCUREMENT - FEDERAL GRANTS/FUNDS

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall have and use a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326), including affirmative steps for small and minority businesses and women's business enterprises, for the administration and management of Federal grants and Federally-funded programs. The District shall maintain oversight that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320A.

**All Federally-funded contracts in excess of \$2,000 related to construction, alteration, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.**

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3113, and Policy 4113 - Conflict of Interest.

The District will avoid the acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase and, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

### Competition

All procurement transactions for the acquisition of property or services required under a Federal award paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business

- B. unnecessary experience and excessive bonding requirements
- C. noncompetitive pricing practices between firms or between affiliated companies
- D. noncompetitive contracts to consultants that are on retainer contracts
- E. organizational conflicts of interest
- F. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement
- G. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless 1) an applicable Federal statute expressly mandates or encourages a geographic preference; or 2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms, or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list annually.

The District shall require that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to provide maximum open and free competition. The District shall not preclude potential bidders from qualifying during the solicitation period.

#### **Solicitation Language (Purchasing Procedures)**

The District shall have written procurement procedures that require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

#### **Procurement Methods**

The District shall have and use documented procedures, consistent with the standards described above, for the following methods of procurement:

##### **A. Informal Procurement Methods**

When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are not required. The District may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the simplified acquisition threshold include:

##### **1. Micro-Purchases**

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000. To the maximum extent practicable, the District should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable based on research, experience, purchase history, or other relevant information, and documents are filed accordingly. The District shall maintain evidence of this reasonableness in the records of all purchases made by this method.

## 2. Small Purchases

Small purchases include the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold of \$250,000. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

Districts are responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures which must not exceed the threshold established in the Federal Acquisition Regulations (FAR). When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

### B. Formal Procurement Methods

When the value of the procurement for property or services under a Federal award exceeds the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement method can be used in accordance with the standards on competition in 200.319 or non-competitive procurement. The formal methods of procurement are:

#### 1. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to more than \$250,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$50,000.

In order for sealed bidding to be feasible, the following conditions shall be present:

- a. a complete, adequate, and realistic specification or purchase description is available;
- b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
- c. the procurement lends itself to a firm, fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

- a. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
- b. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
- c. A firm, fixed-price contract award will be made in writing to the lowest responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
- d. The Board reserves the right to reject any or all bids for sound documented reason.

#### 2. Proposals

Procurement by proposals is a method in which either a fixed-price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

- a. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
- b. Proposals shall be solicited from an adequate number of sources.
- c. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.

- d. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

### 3. Noncompetitive Procurement

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one (1) source and may be used only when one (1) or more of the following circumstances apply:

- a. micro-purchases
- b. the item is available only from a single source
- c. the public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation
- d. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
- e. after solicitation of a number of sources, competition is determined to be inadequate

### 4. Noncompetitive Purchases Through Educational Service Centers (ESCs)

Under State law, the Board may enter into a contract with an educational service center (ESC) that authorizes the ESC to make purchases for supplies, materials, equipment, and services or the delivery of services on the District's behalf. These contracts promote operational efficiency and cost savings, and further enhance the educational experience for our students. Purchases made through such contracts are exempt from competitive bidding.

The District may apply for approval from ODE to use a noncompetitive purchasing method to procure personnel-based services from an ESC only when the following criteria are met:

- a. the ESC posts a list of all services it provides including costs of these services on its website;
- b. the ESC has been designated as "high performing" by the Ohio Department of Education; and
- c. ODE as the pass-through state entity has determined that the ESC was substantially in compliance with all audit rules and guideline during the most recent audit conducted by the Auditor of State.

The Treasurer/CFO will submit an application and any required documentation to ODE on the designated form requesting approval for use of a noncompetitive purchasing method for personnel services. Purchases will not be made until the application is approved. Notice of approval will be maintained by the Treasurer/CFO.

### Domestic Preference for Procurement

As appropriate and to the extent consistent with law, the District shall, to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Such requirements shall be included in all subawards including all contracts and purchase orders for work or products under the Federal award.

### Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

### Time and Materials Contracts

The District uses a time and materials type contract only 1) after a determination that no other contract is suitable; and 2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

### **Suspension and Debarment**

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as 1) contractor integrity; 2) compliance with public policy; 3) record of past performance; and 4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at [www.sam.gov](http://www.sam.gov); collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

### **Bid Protest**

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

### **Maintenance of Procurement Records**

The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Revised 12/10/18

Revised 5/20/19

Revised 12/14/20

Legal

2 C.F.R. 200.317 - .326, Appendix II to Part 200

2 C.F.R. 200.520

R.C. 3313.843 - 3313.846

Last Modified by Norm Burkhardt on March 27, 2022



Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	USE OF CREDIT CARDS
Code	po6423
Status	
Adopted	October 12, 2015
Last Revised	December 14, 2020

#### 6423 - USE OF CREDIT CARDS

The Board of Education recognizes the value of an efficient method of payment and recordkeeping for certain expenses.

The Board, therefore, authorizes the use of District credit cards. The name of the District shall appear on each District credit card and check related to a credit card account held by the District. A "credit card account" shall include any bank-issued credit card account, store-issued credit card account, financial institution-issued credit card account, financial depository-issued credit card account, affinity credit card account, or any other card account allowing the holder to purchase goods or services on credit or otherwise transact with the account, and any debit or gift card account related to the receipt of grant monies. The term expressly excludes any procurement card account, gasoline or telephone credit card account, or any other card account where merchant category codes are in place as a system of control for use of the account.

The authorization, handling and use of credit cards have been established to provide a convenient and efficient means to purchase goods and services from vendors. Credit cards, however, shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that credit cards shall only be used in connection with Board-approved or school-related activities and that only those types of expenses that are for the benefit of the District and serve a valid and proper public purpose shall be paid for by credit card. However, under no circumstances shall credit cards be used for personal purchases or the purchase of alcoholic beverages regardless of whether the purchase of such beverages is made in connection with a meal. Use of credit cards in an unauthorized or illegal manner may result in revocation of credit card privileges, disciplinary action and/or, where appropriate, may require the user to pay any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase. Additionally, any officer or employee of the District who knowingly misuses a credit card account is guilty of the criminal offense of misuse of credit cards. Violations will be reported to the appropriate law enforcement authorities and any applicable licensure board(s).

**The Treasurer/CFO shall be responsible for the initial issuance, reissuance, and cancellation of District credit cards and shall maintain written procedures and all appropriate records and reports regarding the District's credit card account(s). Records and reports will be maintained and made available for review in accordance with this policy and State law.**

**All officers and employees are required to immediately report lost or stolen credit cards or notice of a possible data breach involving a District credit card to their immediate supervisor and the Treasurer/CFO. The Treasurer/CFO will notify the entity that issued the credit card and request cancellation of the lost or stolen card as soon as practicable.**

The maximum limit for any credit card account shall be \$50,000.

Subject to the discretion of the Board and the approval of the Treasurer/CFO, credit cards may be used for eligible goods and services including reasonable meal expenses (both in-town and out-of-town), including a maximum gratuity of twenty percent (20%), but excluding alcoholic beverages.

Officers and employees are liable in person and upon official bond for any unauthorized use of credit cards and any officer or employee who suspects the loss, theft, or possibility of unauthorized use of a credit card must notify the Treasurer/CFO immediately, who shall notify the Board.

The Board prohibits the use of debit card accounts except for the receipt of grant monies. Any officer or employee of the District who uses a debit card account for any other purpose is guilty of the criminal offense of misuse of credit cards.

Use of the District credit card for any cash withdrawal transaction is strictly prohibited.

The Treasurer/CFO shall retain general possession and control of the credit card account or presentation instruments related to an account, such as credit cards and checks.

The Superintendent shall develop administrative guidelines that specify those employees authorized to use credit cards, the types of expenses which can be paid by credit card, and their proper supervision and use. Inappropriate or illegal use of the credit card and/or failure to strictly comply with the limitations and requirements set forth in the administrative guidelines may result in a loss of credit card privileges, disciplinary action, up to and including termination, personal responsibility for any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase, and/or possible referral to law enforcement authorities for prosecution. Violations will also be reported to the applicable licensure board(s).

The Board authorizes the following employees to use District credit cards: Employees of the District on an as-needed basis.

Each request for use of a District credit card shall contain:

- A. date needed,
- B. date to be returned,
- C. purpose,
- D. authorization.

Upon receipt of a District credit card, employees shall:

- A. inform merchants that the purchase is for "official School District business" and is not subject to State or local sales tax;

However, if the merchant fails to waive the tax, the employee shall pay it. For large purchases where the merchant refuses to waive the tax, the employee shall present a tax exemption form.

- B. maintain credit cards in a secure fashion and prevent unauthorized charges to the account;
- C. use reasonable care when making purchases online, refrain from providing the credit card number to unknown online merchants, and do not auto-save credit card number for any online account;
- D. maintain sufficient documentation of all purchases, including, but not limited to, charge receipts, original cash register slip or other detailed receipt, and invoices;
- E. provide documentation of all purchases to the Treasurer/CFO in a timely manner to ensure prompt payment;
- F. **immediately notify his/her immediate supervisor and the Treasurer/CFO if the card is lost or stolen, or if s/he becomes aware of a data breach which may involve the card;**
- G. refrain from allowing anyone else to use the credit card or account number;
- H. refrain from splitting the costs of an invoice or purchase in order to circumvent the credit card process and established, pre-approved single purchase limits, monthly spending limits, and/or funds availability.

The officer or employee is liable in person and upon any official bond to reimburse the District the amount for which the officer or employee does not provide itemized receipts in accordance with the credit card policy described herein.

After use, District credit cards are to be returned to the Treasurer/CFO along with appropriate receipt copies of all charges within one (1) business days upon completion of any approved use.

Employees, when possible, shall include an original cash register slip or other detailed receipt (i.e., a receipt from a restaurant itemizing all purchases made), in addition to the receipt copy of all charges. In addition, employees shall include, shipping documents and receipts received with the merchandise.

Failure to return District credit cards and/or receipts within the above-referenced time period may result in the suspension of credit card privileges and/or charges being deemed unrelated or unsubstantiated.

Employees shall be responsible for any and all unrelated or unsubstantiated purchases and shall be required to make full reimbursement to the District within thirty (30) business days.

The Treasurer/CFO will keep a record of all credit card uses and review and approve all purchases to verify that the expenses are incurred in connection with Board-approved or school-related activities, are for the benefit of the District, and serve a valid and proper public purpose prior to disbursing public funds for payment of such expenses.

The Treasurer/CFO shall file a report with the Board annually, detailing all rewards received based on the use of District's credit card account.

Revised 11/6/17  
Revised 12/10/18

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Legal R.C. 2921.01, 2913.21, 3313.311

Last Modified by Norm Burkhardt on March 30, 2022



Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	FOOD SERVICES
Code	po8500
Status	
Adopted	October 12, 2015
Last Revised	June 14, 2021

#### 8500 - FOOD SERVICES

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit and will provide food service for the purchase and consumption of meals for all students. The Board shall also provide a breakfast program in accordance with procedures established by the Department of Education. The Board shall annually encumber the funds needed to operate the program.

The food service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages including, but not limited to, the current USDA's school meal pattern requirements and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program.

The Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or gender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities. Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. See Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity.

The Board shall approve and implement nutrition standards governing the types of food and beverages that may be sold on the premises of its schools and shall specify the time and place each type of food or beverage may be sold. In adopting such standards, the Board shall:

- A. consider the nutritional value of each food or beverage;
- B. consult with a dietitian licensed under R.C. Chapter 4759, a dietetic technician registered by the commission on dietetic registration, or a school nutrition specialist certified or credentialed by the school nutrition association;
- C. consult and incorporate to the maximum extent possible the dietary guidelines for Americans jointly developed by the United States Department of Agriculture (USDA) and the United States Department of Health and Human Services; and
- D. consult and incorporate the USDA Smart Snacks in School nutrition guidelines.

No food or beverage may be sold on any school premises except in accordance with the standards approved by the Board.

In addition, as required by law, a food safety program that is based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service program staff and other authorized persons.

The Board shall provide a Federal food service program for students during summer intervention programs that are mandated under Federal law. If the Board determines that it is unable to provide a Federal food service program during the summer for financial reasons, the Board will communicate that decision to its residents in a manner it determines to be appropriate.

During all times while the food service program is operating and students are being served food, at least one (1) employee shall be present in the area in which the food is being consumed who has received instruction in methods to prevent choking and demonstrated an ability to perform the Heimlich maneuver.

### Substitutions

If determined appropriate by a student's Section 504 team, substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a health care provider who has prescriptive authority in the State of Ohio has provided medical certification that the student has a disability that restricts his/her diet, in accordance with the criteria set forth in 7 C.F.R. Part 15b. To qualify for such substitutions the medical certification must identify:

- A. the student's disability and the major life activity affected by the disability;
- B. an explanation of why the disability affects the student's diet; and
- C. the food(s) to be omitted from the student's diet and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).

If determined appropriate by a team of qualified individuals including, but not limited to, the Principal, school nurse, parent, Director of Food Services, substitutions to the standard meal requirements may be made, at no additional charge, for a student who is not a **"person with a disability disabled-person,"** but has a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

- A. the medical or dietary need that restricts the student's diet; and
- B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

For **students without disabilities non-disabled students** who need a nutritionally equivalent milk substitute, only a signed request by a parent or guardian is required. **While the request must specify the medical or other special dietary need that restricts the student's diet (i.e., precludes the student's consumption of cow's milk), medical certification may not be required.**

Meals sold by the school may be purchased by students, staff members, and community residents in accordance with administrative guidelines established by the Superintendent. Meals may be made available, free of charge, to senior citizens who are serving as volunteers to the District.

The operation and supervision of the food service program shall be the responsibility of the Director of Operations. In accordance with Federal law, the Director of Operations shall take such actions as are necessary to obtain a minimum of two (2) food safety inspections per school year, which are conducted by the State or local governmental agency responsible for food safety inspections. The report of the most recent inspection will be posted in a publicly visible location, and a copy of the report will be available upon request.

A periodic review of the food service accounts shall be made by the Treasurer. Any surplus funds from the National School Lunch Program or the Healthy, Hunger-Free Kids Act of 2010 (P.L. 111-296) shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods may accrue to the food service program.

Bad debt incurred through the inability to collect meal payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable.

The Superintendent is authorized to develop and implement an administrative guideline regarding meal charge procedures. This guideline will provide consistent directions for students who are eligible for reduced-price or paid meals but do not have funds in their account or in hand to cover the cost of their meal at the time of service and shall also address feeding students with unpaid meal balances without stigmatizing them.

This guideline shall be provided in writing to all households at the state of each school year and to households transferring to the school or School District during the school year.

With regard to the operation of the school food service program, the Superintendent shall require:

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the planning and execution of menus in compliance with USDA requirements;

- D. the purchase of food and supplies in accordance with State and Federal law, USDA regulations, and Board policy; **(see Policy 1130, Policy 1200, Policy 3113, Policy 3210, Policy 3214, Policy 4113, Policy 4210, Policy 4214, and Policy 6460)**~~(see Policy 1130, 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 (1) of its regular meetings annually.

Revised 3/14/16  
 Revised 6/13/16  
 Revised 11/6/17  
 Revised 5/20/19  
 Revised 1/13/20

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Legal

A.C. 3301-91

R.C. 3313.81, 3313.811-815

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 C.F.R. Parts 15b, 210, 215, 220, 225, 226, 227, 235, 240, 245, 3015

OMB Circular No. A-87 USDA 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

## 7510 - USE OF DISTRICT PREMISES

The Board of Education believes that school premises should be made available for community purposes, provided that such use does not infringe on the original and necessary purpose of the property or interfere with the educational program of the schools and is harmonious with the purposes of this District.

For purposes of this policy, the terms "school premises" or "premises" refers to all indoor and outdoor structures, facilities, and land owned, rented, or leased by the Board. The term "non-school hours" refers to times prior to and after regular classroom instruction on a day that school is in session, and any day that school is not in session, including weekends, holidays, and vacation breaks.

The Board will permit the use of school premises when such permission has been requested in writing by a ~~responsible~~ Responsible Organization. For purposes of this policy, a "Responsible Organization" is an organization or a group of at least seven citizens that is (i) able to meet all requirements of this policy; (ii) whose membership includes one or more permanent residents of the District; and (iii) has been approved by the Superintendent. The use of school premises will not be authorized unless at least one person in attendance is a permanent resident of the District.

School premises shall be available for any lawfully-permitted use, including but not limited to the following:

- A. uses directly related to the schools and the operations of the schools (including giving instructions in any branch of education, learning, or the arts)
- B. uses and groups indirectly related to the schools
- C. meetings of employee associations

Should all or any part of the District's community be struck by a disaster, the Board shall make school premises available, at no charge, for the housing, feeding, and care of victims or potential victims when requested by local, State, or Federal authorities. The Superintendent should meet with the local governing body to establish a disaster preparedness plan in order to ensure that proper procedures are established to minimize confusion, inefficiency, and disruption of the educational program. (R.C. 5915.02-08)

The Superintendent shall develop administrative guidelines for the granting of permission to use school premises including a schedule of fees which, together with the costs used to determine such fees, must be approved by the Board. Such guidelines are to include the following:

- A. Each user shall present evidence of the purchase of organizational liability insurance to the limit prescribed by District administrative guidelines.
- B. Use of school equipment in conjunction with the use of school premises must be requested specifically in writing, and may be granted by the procedure by which permission to use school premises is granted. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use. Where rules so specify, no item of equipment may be used except by a qualified operator.
- C. Users shall be liable financially for damage to the facilities and for proper chaperonage.

No liability shall attach to this District, or any of its employees and officers, specifically as a consequence of permitting access to school premises.

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