

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary School Cafeteria**  
**June 10, 2024**  
**6:00 p.m.**

**I. Opening of the Meeting**

**A. Call to order** – President

**B. Roll Call**

E. Beeghly \_\_\_\_\_ B. Deacon \_\_\_\_\_ B. Myers \_\_\_\_\_ L. Noble \_\_\_\_\_ T. Parks \_\_\_\_\_

**C. Pledge of Allegiance**

**D. Recognition of Visitors**

1. Paul M. Plaugher to discuss Board Policy 5223.
2. Barbara Willis to discuss Board Policy 5223.
3. Terry Willis to discuss Board Policy 5223.

**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.

Whereas the Board and Administration wishes to recognize and congratulate Emma Bergbigler for participating in FCCLA Entrepreneurship, Level 2 at the State Conference and congratulate her on placing 1<sup>st</sup> receiving a gold medal. Emma will represent Eaton High School/Ohio at the FCCLA National Conference in Seattle, Washington.

Whereas the Eaton Board of Education and Administration wishes to recognize the following students of the Eaton High School FCCLA program for receiving the Power of One award.

Evelyn Cole  
Braden Cross  
Ethan Cross

2. 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 OHSA Regional Qualifiers**

Women's Discus, Shot Put  
Delaney Deaton – Shot Put  
Julianne Deaton - Discus

Men's Discus  
First Team All-Regional -4<sup>th</sup> Place  
Devon Rader

Men's Pole Vault  
First Team All-Regional – 2<sup>nd</sup> Place  
Carson Shepherd

Men's 800 Meter Run  
Second Team All-Regional – 7<sup>th</sup> place  
Wesley Kitchin

Men's 4 x 800 Relay  
Aidan Foster  
Wes Kitchin  
Quentin Peach  
Jack Richardson

**Track and Field Division II State Qualifiers**

Men's Pole Vault  
Carson Shepherd - 8<sup>th</sup> Place

Men's Discus  
Devon Rader – 16<sup>th</sup> Place

**OATCCC Academic All-Ohio Honors**

Carson Shepherd

**SWBL Champions**

Delaney Deaton – Discus  
SWBL Champion – Shot Put

**Junior High Track and Field State Qualifier**

Joel Appledorn – Pole Vault – 5<sup>th</sup> Place

**F. Executive Session**

To consider the employment of a public employee or official.  
Conference with attorney concerning disputes involving pending or imminent court action.

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

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

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

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

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

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

## II. Treasurer's Business – Rachel Tait

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

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

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

1. Approve minutes of the May 13, 2024 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 agreement with Hunter Consulting Company through the Southwestern Ohio Educational Purchasing Council Group Retro Program for Ohio Worker's and Unemployment Compensation. This fee will not exceed \$1,322.00 for June 1, 2024 through May 31, 2025.
6. Approve Then and Now Purchase Order to College Board for \$3,293.00 with funds available then, (5/22/24), and now for AP Exams.
7. Approve Then and Now Purchase Order to Butler County ESC for \$27,197.00 with funds available then, (11/1/2023), and now for 92 days Preschool Aide Services.

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

Discussion

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

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

## III. Reports

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

## IV. Old Business

## **V. New Business**

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

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

#### **A. Resignations and Retirements**

The Administration recommends approval of the following resignations and retirements.

1. Angela Cook, Guidance Counselor, resignation effective August 1, 2024.
2. Austin Fudge, High School Assistant Football (1/2 stipend), resignation effective May 30, 2024.
3. Xavier Fugate, High School Assistant Football, resignation effective May 30, 2024.
4. David Helvey, High School Assistant Football (1/2 stipend), resignation effective May 30, 2024.
5. Aaron Horton, Director of Student Services & School Psychology, resignation effective July 31, 2024.
6. Nathan Islamovsky, Football Middle School, resignation effective May 28, 2024.
7. Amanda Jerdon, Teacher, resignation effective June 15, 2024.
8. Bruce Laudermilk, Teacher, resignation effective June 30, 2024, contingent upon reemployment as Dean of Students, Eaton Middle School.
9. Derek Lucas, Teacher, resignation effective July 1, 2024.
10. Derek Lucas, Varsity Golf Coach, resignation effective May 24, 2024.
11. Hannah Striet, Teacher, resignation effective July 2, 2024.

#### **B. Employment – Administrative Contracts**

The Administration recommends the employment of the following administrative contract, Salary and duties per Board Policy, Administrative Rules and Regulations, and all applicable state and local requirements.

1. Bruce Laudermilk as Dean of Students on a two-year limited contract, July 1, 2024 to June 30, 2026.
2. Tony Cochren, Director of Pupil Services on a two-year limited contract, July 1, 2024 to June 30, 2025.

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

The Administration recommends the employment of the following personnel on a one-year limited contract for the 2024-2025 school year (July 1, 2024 – June 30, 2025.) 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. Tori Combs, Guidance Counselor
2. Samantha Gayhart, Teacher

3. Glen Mabry, Teacher, 1/2-time position at High School.
4. Liane Perkins, Teacher
5. Andrew Sellers, Teacher
6. Kyle Nobiling, Teacher

**D. Summer School Teachers**

The Administration recommends approval of the following personnel to serve as summer school teachers as needed from June 3, 2024 through June 27, 2024, to be paid \$175.00 per day.

1. Aaron Buczkowski

**E. Summer School Coordinator**

The Administration recommends approval of the following personnel to serve as the High School Summer School Coordinator.

1. Ross Dearth, Grades 9-12

**F. Employment – Certificated Staff Extra-Curricular Supplemental Contracts for the 2024-2025**

The Administration recommends the following supplemental contracts for the 2024-2025 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Amanda Tully, Kindergarten Grade Level Leader, (1/2 stipend).
2. Alexis Hunt, Kindergarten Grade Level Leader, (1/2 stipend).
3. Victoria Dupont, First Grade Level Leader, (1/2 stipend).
4. Elizabeth Roberts, First Grade Level Leader, (1/2 stipend).
5. Sarah Leach, Second Grade Level Leader, (full stipend).
6. Robyn Eck, Elementary Musical Performance Director.
7. Sara Leach, MTSS Building Coordinator, East Elementary
8. Annie Martin, Third Grade Level Leader, (1/2 stipend).
9. Amy Fugate, Fourth Grade Level Leader, (1/2 stipend).
10. Kelli Wright, Fourth Grade Level Leader, (1/2 stipend).
11. Kelli Wright, Bruce Elementary Yearbook
12. Kelli Wright, MTSS Building Coordinator, Bruce Elementary
13. Suzanne Niehaus, Fifth Grade Level Leader, (1/2 stipend).
14. Suzanne Niehaus, Chess Club Advisor
15. Kayla Ramsey, Bruce Elementary Accelerated Math/ELA After School Program
16. Emily Pioske, Elementary Musical Performance Director
17. Emily Schaeffer, Math Department Head, Eaton Middle School
18. Jennifer Jones, Language Arts Department Head, Eaton Middle School.
19. Rebecca Wells, Academic Team Advisor, Eaton Middle School
20. Haley Tolley, Vocal Music Director, Eaton Middle School
21. Aaron Hemmert, Academic Team Advisor, High School
22. Beth Jansen, Annual Advisor, High School
23. Amber Michael, Art Club Advisor, High School
24. Haley Tolley, Assistant Band Director, High School

25. Donele Rice, Assistant Peer Counselor Advisor, High School
26. Stephanie Herzog, Drama Director, (1/2 stipend), High School
27. Stephanie Herzog, Drama Director, (1/2 stipend), High School
28. Jennifer Cross, Grade 9 Class Advisor
29. Holly Salyers, Grade 9 Class Advisor
30. Amy Kochensparger, Grade 10 Class Advisor
31. Stephanie Herzog, Grade 10 Class Advisor
32. MeLeah Perry, Grade 12 Class Advisor
33. Paul Bingle, Head Band Director, High School
34. Diana Judy, Honor Society Advisor, (1/2 stipend), High School
35. MeLeah Perry, Honor Society Advisor, (1/2 stipend), High School
36. MeLeah Perry, HOPE Squad Advisor, High School
37. Anne Gaydosh-Bruce, Language Arts Department Head, High School
38. Gina Melling, Math Department Head, High School
39. Teresa Gels, Peer Counselor Advisor, High School
40. Joe Ferriell, S.A.D.D. Advisor, High School
41. Amy Kochensparger, Science Club Advisor, High School
42. Amy Kochensparger, Science Department Head, High School
43. Leslie Kelly, Social Studies Department Head, High School
44. Ryan Prince, Spanish Language Club Advisor, (1/2 stipend), High School
45. Anne Gaydosh-Bruce, Student Council Advisor, High School
46. Aaron Buczkowski, Thursday/Saturday School Monitor, High School
47. Leslie Kelly, Tri-Hi-Y Advisor, High School
48. Haley Tolley, Vocal Music Director, High School
49. Haley Tolley, Musical Vocal Director, High School
50. John Yahl, eSports Advisor, High School
51. Amber Michael, MTSS Building Coordinator, High School
52. Jennifer Beeghly, Science Department Head - MS

**G. Employment Classified Staff**

The Administration recommends the employment of the following personnel as a Sub Bus Driver in Training 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 reimbursement per the Bus Driver Incentive Resolution.

1. James Beshears
2. Bradley Moore
3. Brittany Terrell
4. Stanley Willard

**H. Employment Classified Staff**

The Administration recommends the employment of the following personnel for the 2024-2025 school year. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Shari Bricker, Special Education Aide

2. Staci Brown, Special Education Aide
3. Michele Stobaugh, Special Education Aide
4. Megan Tolley, Special Education Aide

**I. Employment of Non-certified Substitutes**

The Administration recommends employment of the following personnel for the 2024-2025 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Employment to begin the day after the Board meeting unless otherwise noted. Salary and duties per Board Policy and Administrative Rules and Regulations.

1. Stacey Elliott, Substitute Custodian

**J. Employment of Non-certificated Extracurricular Positions**

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 2024-2025 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. Tyler Claybaker, High School Assistant Football
2. Austin Fudge, High School Assistant Football
3. David Helvey, Football Middle School
4. Eric Hoffman, High School Assistant Football
5. Lisa White, Flag Corps Advisor
6. Lisa White, Winterguard Advisor

**K. Childcare Leave**

The Administration recommends the approval of Childcare Leave for Sydney McGlinch, teacher, for the 2024-2025 school year. This is in accordance with the ECTA and Board of Education Negotiated Agreement, Article 11.I.1.

**L. Create and Post – Classified**

The Administration recommends approval to create and post the following classified positions. Salary and Benefits to be paid in accordance with Board policy. Salary and benefits to be paid in accordance with Board policy and the ESSP negotiated agreement

1. Bus Driver/Custodian, (Attachment A)
2. Bus Driver/Cafeteria Worker, (Attachment B)
3. Bus Driver/Special Education Aide, (Attachment C)

**M. Volunteers**

The Administration recommends approval of the following volunteers.

1. Kelsey Black, High School Girls Soccer
2. Allison Thompson, High School Girls Soccer
3. Jonathan Waldo, High School Girls Soccer
4. Taffie Ruebush, High School Girls Basketball

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

Discussion

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

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

**N. Approve Agreement with Eaton Classroom Teachers Association effective July 1, 2024 through June 30, 2025.**

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

Discussion

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

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

**O. Adoption of Pickup**

Be it resolved, effective July 1, 2024, the Eaton Community Schools agrees to pick up the total amount of employee contributions required by Section 3307.26, Revised Code, to be contributed by Administrator – Dean of Students to STRS Ohio. Eaton Community Schools is permitted to pick up employee contributions pursuant to Section 3307.27, Revised Code, and Section 414(h)(2) of the Internal Revenue Code. These picked-up contributions, although designated as employee contributions, are being paid by Eaton Community Schools in lieu of employee contributions and shall be treated as mandatory salary reduction from the contract salary otherwise payable to the employee.

Employees in the Administrator – Dean of Students position may not opt out of the picked-up contributions or elect to receive the contributed amounts directly instead of having them picked up by Eaton Community Schools and paid to STRS Ohio.

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



Discussion

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

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

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

Action by the Board of Education in "Adoption of Consent Agenda Items" at this point of the agenda means that items P through EE 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.

#### **P. Graduation List for 2024**

The Administration recommends approval of the list of graduates for the Class of 2024 (Attachment D).

#### **Q. School Breakfast and Lunch Prices**

The Administration recommends the following school breakfast and lunch prices for the 2024-2025 school year.

Breakfast grades K-5	\$2.25	Lunch grades K-5	\$3.25
Breakfast grades 6-12	\$2.25	Lunch grades 6-12	\$3.60

#### **R. Approval of Student Fees for the 2024-2025 School Year**

The Administration recommends approval of the following student fees for the 2024-2025 school year.

Kindergarten	\$ 32.35
1 <sup>st</sup> Grade	\$ 45.50
2 <sup>nd</sup> Grade	\$ 41.00
3 <sup>rd</sup> Grade	\$ 74.00
4 <sup>th</sup> Grade	\$ 77.00
5 <sup>th</sup> Grade	\$ 72.00
6 <sup>th</sup> Grade	\$117.00
7 <sup>th</sup> Grade	\$102.00
8 <sup>th</sup> Grade	\$ 96.00 (without Art Class)
8 <sup>th</sup> Grade	\$102.00 (with Art Class)

#### **S. Agreement with Applied Behavioral Services**

The Administration recommends approval of the contract with Applied Behavioral Services for the period of April 9, 2024 through June 27, 2024, (Attachment E).

#### **T. Agreement with Applied Behavioral Services**

The Administration recommends approval of the contract with Applied Behavioral Services for the 2024-2025 school year, (Attachment F).

**U. Bread and Milk Suppliers**

The Administration recommends approval of the district's bread and milk suppliers for the 2024-2025 school year as authorized by the Southwestern Ohio Educational Purchasing Council, (EPC).

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

The Administration recommends approval of the contract with Preble County Educational Service Center for services for the 2024-2025 school year (Attachment G).

**W. Agreements with Butler County Educational Service Center**

The Administration recommends the approval of four (4) service agreements with effective dates as listed below with the Butler County Educational Service Center.

1. Addendum to Preschool contract for one (1) additional Educational Aide for the 2023-2024 school year, (Attachment H).
2. Behavioral Intervention Supports and Consultation for the 2024-2025 school year, (Attachment I).
3. OT and PT services for the 2024-2025 school year, (Attachment J).
4. Success Program, to provide services to students and families in need during the 2024-2025 school year, (Attachment K).

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

The Administration recommends approval of a 2-year contract with Southwest Ohio Computer Association (SWOCA) for Wireless Management Services, (Attachment L).

**Y. Agreement with Franklin University**

The Administration recommends approval of the agreement with Franklin University, (Attachment M).

**Z. Montgomery County Educational Service Center MOU**

The Administration recommends the approval of a Memorandum of Understanding with Montgomery County Educational Service Center, (Attachment N).

**AA. Agreement with Strategies for Behavior Management**

The Administration recommends the approval of the following contracts.

1. The Awaken Program for summer services, (Attachment O).
2. The Awaken Program for summer services, (Attachment P).

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

The Administration recommends the approval of the following service agreement for the 2024-2025 school year for services from the Montgomery County Educational Service Center.

1. Literacy Coaching – (108) Days, (Attachment Q).

**CC. Out of State Student Travel**

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

1. Emma Bergbigler to Seattle, WA June 28-July 4, 2024 for the FCCLA National Leadership Convention.

**DD. Disposal of Obsolete Textbooks**

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

1. (1) Transition Mathematics, McGraw Hill, 2008, Eaton High School
2. (4) The Language of Literature, McDougal Littell, 2002, Eaton High School
3. (1) Mathematics, Algebra I, Prentice Hall, 2004, Eaton High School
4. (1) Mathematics, Algebra I, Prentice Hall, 2009, Eaton High School
5. (1) Mathematics, Geometry, Prentice Hall, 2004, Eaton High School
6. (1) Global Science, Kendall Hunt, 2009, Eaton High School
7. (2) World History Connections to Today, Prentice Hall, 1997, Eaton High School
8. (1) World History, Pearson, 2007, Eaton High School
9. (1) Modern Biology, Holt Rinehart and Winston, 1999, Eaton High School
10. (1) Career Mathematics, Merwin J. Lyng, 1989, Eaton High School
11. (6) Practical English, Fearon, 1990, Eaton High School
12. (1) Webster's New World Dictionary, World Publishing, 1957, Eaton High School
13. (21) Perrine's Literature Structure, Sound, Sense, Thomson Wadsworth, 2006 Eaton High School
14. (90) The Language of Literature, McDougal-Littell, 2002, Eaton High School
15. (7) Reading Fundamentals-Fiction, Schoolwide, 2013, Bruce Elementary
16. (7) Reading Fundamentals-Nonfiction, Schoolwide, 2013, Bruce Elementary
17. (7) Reading Fundamentals-Humans Affect the Environment, Schoolwide, 2013, Bruce Elementary
18. (7) Reading Fundamentals-Launching, Schoolwide, 2013, Bruce Elementary
19. (7) Reading Fundamentals-Poetry, Schoolwide, 2013, Bruce Elementary
20. (7) Reading Fundamentals-How Writers Work, Schoolwide, 2013, Bruce Elementary
21. (7) Reading Fundamentals-Biography, Schoolwide, 2013, Bruce Elementary
22. (7) Reading Fundamentals-Memoir, Schoolwide, 2013, Bruce Elementary
23. (7) Reading Fundamentals-Essay, Schoolwide, 2013, Bruce Elementary
24. (7) The Fundamentals of Grammar & Conventions, Schoolwide 2013, Bruce Elementary
25. (84) Explorations in Art, Davis Publications, 2008, Bruce Elementary
26. (20) Go Math Volume 1, HMH, 2015, East Elementary
27. (18) Go Math Volume 2, HMH, 2015, East Elementary
28. (6) Social Studies Big Books, Harcourt Bruce, 1991, East Elementary
29. (1) Problem Solving Big Book, McMillan and McGraw, 1991, East Elementary

30. (1) Big Book What Can You Do, McGraw Hill, 2014, East Elementary
31. (1) Grab and Go Manual, HMH, 2015, East Elementary

### **EE. Obsolete Items**

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

1. (168) Paperback novels, Eaton High School
2. (8) Wooden balance boards, East Elementary
3. (13) Wood base for balance boards, East Elementary
4. (12) Bricks
5. (11) Bowling pins
6. (2) Grab and Go Kits, East Elementary
7. (40) Calculators
8. (7) Workmats
9. (1) Brother typewriter, Model ML300

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

Discussion

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

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

### **FF. Resolution of Necessity**

The Administration recommends approval of the resolution declaring the necessity of raising \$2,775,385.00 annually for school district purposes;

WHEREAS, this this Board of Education intends to renew its five (5) year school district income tax currently due to expire on December 31, 2025, and collected for the purpose of current expenses.

BE IT RESOLVED by the Board of Education of the Eaton Community City School District (the "School District"):

SECTION 1. That pursuant to the provisions of Section 5748.02 of the Ohio Revised Code as enacted in Substitute Senate Bill 28 of the 118th General Assembly (the "Act"), and as amended, it is necessary to raise \$2,775,385 for School District purposes (as defined in the Act). The income that is to be subject to the tax is taxable income of individuals and estates as defined in division (E)(1)(a) and (2) of Section 5748.01 of the Ohio Revised Code.

SECTION 2. That pursuant to such Section 5748.02, this Board of Education hereby applies to the Tax Commissioner of the Ohio Department of Taxation to estimate the property tax rate that would have to be imposed by the School District in the current year to produce the amount set

forth in SECTION 1 hereof and to estimate the income tax rate that would have had to have been in effect for the current year as a School District income tax to produce the amount set forth in SECTION 1 hereof, in order to place a renewal School District income tax question on the November 5, 2024 ballot to take effect upon the expiration of an existing .75% traditional income tax.

SECTION 3. That the Treasurer of this Board is hereby directed to certify immediately to the Tax Commissioner of the Ohio Department of Taxation a copy of this resolution.

SECTION 4. That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education, and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Education adopted in accordance therewith.

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

Discussion

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

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

### **GG. Executive Session**

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

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

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

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

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

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

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

### **HH. Adjournment**

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

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

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

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

### **Upcoming Meetings**

Meeting: Special Board Meeting  
Date/Time: Thursday, June 27, 2024 – 4:00 p.m.  
Location: Board Office

Meeting: Regular Board Meeting  
Date/Time: Monday, July 8, 2024 – 6:00 p.m.  
Location: East Elementary School

**JOB DESCRIPTION**

*Eaton Community Schools  
An Equal Opportunity Employer*

Title: Bus Driver/Custodian

Reports to: Director of Operations and/or Transportation Supervisor  
Building Principal

Employment Status: Full-time

FLSA Status: Non-exempt

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**QUALIFICATIONS:**

1. Be twenty-one years of age or older.
2. High school diploma or equivalent (additional training desirable)
3. Must pass criminal background check.
4. Possess high moral character.
5. Possess a regular and predictable attendance record without tardiness.
6. Valid driver's license with minimum of two years driving experience.
7. Have ability to maintain a high level of ethical behavior and confidentiality of information.
8. Possess ability to work with administration, supervisors, and fellow employees positively, effectively, and energetically.
9. Must satisfactorily complete pre-employment drivers' training program, basic and advanced bus driver's education program, obtain bus drivers' certificate, and a valid CDL with bus driver endorsement.
10. Possess general knowledge of building cleaning procedures and have ability to carry out job responsibilities without extensive supervision.
11. Possess general aptitude in the trade skills and be able to do minor repairs.
12. Must pass annual physical examination.
13. Must maintain a vehicular safe driving record at all times.
14. Must meet all state and local requirements regarding employment as a bus driver.

**GENERAL DESCRIPTION:**

Safely and efficiently transports students to and from school and school sponsored events following Ohio and national traffic safety laws; performs pre-trip inspections, maintains student discipline while on bus, and reports any mechanical problems to appropriate authority. Under direction, performs a variety of unskilled and semi-skilled tasks to ensure the cleanliness and safety of the facility and grounds.

**ESSENTIAL FUNCTIONS:**

1. Transports students to and from school and other school sponsored events safely, on time, and efficiently.
2. Follows Ohio and national traffic safety laws; operates school vehicles safely with respect to road and traffic conditions.

3. Follows all pupil transportation standards as established by the Ohio Department of Education and Eaton Community Schools including completion of a pre-trip inspection form before driving any bus.
4. Maintains cleanliness within the bus.
5. Checks bus for damage caused by students after each group is unloaded.
6. Maintains on the bus an up-to-date list of students assigned.
7. Follows the route map and route stops as defined for his/her bus.
8. Enforces all school bus regulations for the safest possible transportation of students; maintains appropriate student discipline and assigns seats.
9. Reports, on the appropriate form, excessive student discipline problems.
10. Supervises students as they board and depart from the bus at all times.
11. Immediately reports to the mechanic or supervisor any mechanical problems that may be observed in the motor, chassis, or body.
12. Reports to the Transportation Supervisor any road conditions or construction that necessitate route changes.
13. Immediately reports to the Transportation Supervisor any traffic violations by another vehicle that endanger the bus riders, including failure to stop for loading and unloading students.
14. Schedules and supervises emergency evacuation drills.
15. Performs a variety of tasks to ensure cleanliness of the building, (e.g. scrubs, dusts, wet mops, vacuums, strips, sweeps, waxes floors, empties trash, washes walls and windows, cleans chalkboards, etc.)
16. Cleans restrooms and locker rooms daily (e.g. scrubs, disinfects, empties trash, etc.) and replenishes toilet paper, paper towels and soap dispensers.
17. Supervises summer custodial helpers (e.g. assigns tasks, provides direction and training, etc.)
18. Raises the flag of the United States of America at the beginning of each school day and lowers it at the close of the school day.
19. Assists in setting up and taking down all special equipment for assemblies and special programs.
20. Operates necessary equipment (e.g. vacuum, cleaner, buffer, scrubber, etc.)
21. Assists in cafeteria during lunch (e.g. sets up and takes down tables, cleans floors, tables, chairs, etc.)
22. Maintains the necessary supplies and equipment to perform custodial tasks. Maintains an inventory list of such supplies as well. Prepares quarterly supply requisitions for maintenance to deliver supplies.
23. Opens and secures the building each day, as directed, and turns on lights.
24. Secures building, locks doors and windows, turns off lights.
25. Performs a variety of tasks to the grounds surrounding the building (e.g. mows grass, remove snow and ice, keeps trash picked up and emptied etc.)
26. Reports areas that need special maintenance to the building Principal or Director of Operations.
27. All other duties as assigned by Principal, Director of Operations, Superintendent or designee.

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

1. Attends meetings as required by supervisor.
2. Maintains a neat personal appearance and refrains from abusive language and profanity while on duty.
3. May be requested to work calamity days and special events in building assigned, other buildings, or grounds.
4. Attends training sessions as scheduled for implementing maintenance and cleaning procedures.
5. Ensures safety of building keys.



6. Performs other duties as assigned by Supervisor, Superintendent or designee.

**KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of:	Board policies and procedures, Ohio Department of Education Pupil Transportation regulations; safety practices and procedures; public relations; student discipline code; local geographical area; daily pre-trip inspection; required reports; emergency unloading procedures; Ohio traffic laws.  ALSO: Building policies and procedures; Cleaning techniques and procedures; Cleaning agents; Inventory methods; Basic building systems Proper and safe use of cleaning materials
Ability to:	interpret policies, procedures and regulations; communicate effectively; recognize unsafe and hazardous conditions, maintain records; remain calm; read map and follow directions.  ALSO: Interpret cleaning labels; Follow directions; Use hand and electrical tools; Perform moderate physical labor; Use cleaning materials properly Lift 50-150 pounds
Skill in:	bus driving, CPR, first aid; use of fire extinguisher. ALSO: vacuum cleaner; Buffer; Scrubber

**CONDUCT:**

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

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

**EQUIPMENT OPERATED:**

School bus, fire extinguisher; sweepers, brooms, mops, buffers, scrubbers, pails, hand tools, ladders, small and larger power tools.

**ADDITIONAL WORKING CONDITIONS:**

Occasional exposure to blood, bodily fluids and tissue, unruly children/adults, dust. Frequent exposure to inclement weather driving conditions.

ALSO: exposure to severe weather, loud noise, extreme heat or fire, irritating chemicals, electrical hazards, inclement weather and driving conditions.

**TERM OF EMPLOYMENT:**

One hundred seventy-eight days (187) plus eleven (11) paid holidays and/or two hundred forty-

seven days (247), plus thirteen (13) paid holidays. Custodian full time are 247 days, plus thirteen paid holidays.

**PERFORMANCE EVALUATION:**

Conducted by the Director of Operations and/or Transportation Supervisor/Building Principal.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

[Approval date: TBA)

**JOB DESCRIPTION**

*Eaton Community Schools  
An Equal Opportunity Employer*

Title: Bus Driver/Cafeteria Worker

Reports to: Director of Operations and/or Transportation Supervisor  
Cafeteria Manager

Employment Status: Full-time

FLSA Status: Non-exempt

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**QUALIFICATIONS:**

1. Be twenty-one years of age or older.
2. High school diploma or equivalent (additional training desirable)
3. Must pass criminal background check.
4. Possess high moral character.
5. Possess a regular and predictable attendance record without tardiness.
6. Valid driver's license with minimum of two years driving experience.
7. Have ability to maintain a high level of ethical behavior and confidentiality of information.
8. Possess ability to work with administration, supervisors, and fellow employees positively, effectively, and energetically.
9. Must satisfactorily complete pre-employment drivers' training program, basic and advanced bus driver's education program, obtain bus drivers' certificate, and a valid CDL with bus driver endorsement.
10. Ability to operate institutional food preparation equipment and carry out general instructions.
11. Possess a general knowledge of the preparation of food and be familiar with the operation of a kitchen/cafeteria.
12. Must be able to lift fifty (50) pounds on a regular basis.
13. Must pass annual physical examination.
14. Must maintain a vehicular safe driving record at all times.
15. Must meet all state and local requirements regarding employment as a bus driver.

**GENERAL DESCRIPTION:**

Safely and efficiently transports students to and from school and school sponsored events following Ohio and national traffic safety laws; performs pre-trip inspections, maintains student discipline while on bus, and reports any mechanical problems to appropriate authority. Perform a variety of routine tasks in connection with the preparation and serving of food and maintain sanitary cafeteria conditions.

**ESSENTIAL FUNCTIONS:**

1. Transports students to and from school and other school sponsored events safely, on time, and efficiently.

2. Follows Ohio and national traffic safety laws; operates school vehicles safely with respect to road and traffic conditions.
3. Follows all pupil transportation standards as established by the Ohio Department of Education and Eaton Community Schools including completion of a pre-trip inspection form before driving any bus.
4. Maintains cleanliness within the bus.
5. Checks bus for damage caused by students after each group is unloaded.
6. Maintains on the bus an up-to-date list of students assigned.
7. Follows the route map and route stops as defined for his/her bus.
8. Enforces all school bus regulations for the safest possible transportation of students; maintains appropriate student discipline and assigns seats.
9. Reports, on the appropriate form, excessive student discipline problems.
10. Supervises students as they board and depart from the bus at all times.
11. Immediately reports to the mechanic or supervisor any mechanical problems that may be observed in the motor, chassis, or body.
12. Reports to the Transportation Supervisor any road conditions or construction that necessitate route changes.
13. Immediately reports to the Transportation Supervisor any traffic violations by another vehicle that endanger the bus riders, including failure to stop for loading and unloading students.
14. Schedules and supervises emergency evacuation drills.
15. Assists with delivery and storage of food and supplies.
16. Demonstrates recommended methods of measuring and weighting ingredients; serves correct food portions.
17. Adheres to standardized recipes.
18. Serve and supply food on serving line.
19. Operates kitchen equipment (e.g. mixers, slicers, dishwashers, steamers, stoves, ovens, etc.) to assist with preparation of meals.
20. Assists in maintaining cafeteria and kitchen equipment in a clean and sanitary manner following health department regulations; defrosts and cleans walk-in freezers, washes tables, cleans meat slicers, stoves, ovens, sweeps, mops floors, removes trash, etc. according to approved standards.
21. Works at dishwasher as requested.
22. Assists in rotating and dating stock and supplies and properly storing food.
23. Operates cash register; counts money, records free and reduced lunches.
24. Removes food from freezer and other storage as requested.
25. Assists in supervising student helpers.
26. Reports accidents and potential hazards to cafeteria manager

## OTHER DUTIES AND RESPONSIBILITIES:

1. Attends meetings, job related training classes and workshops as required by supervisor.
2. Maintains a neat personal appearance and refrains from abusive language and profanity while on duty.
3. Performs other duties as assigned by Supervisor, Superintendent or designee.

## KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:	Board policies and procedures, Ohio Department of Education Pupil Transportation regulations; safety practices and procedures; public relations; student discipline code; local geographical area; daily pre-trip inspection; required reports; emergency unloading procedures; Ohio traffic laws.
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## ATTACHMENT B

Board Policies and procedures, institutional food preparation, techniques, safety practices and procedures, use and care of kitchen equipment and appliances; recommended methods of weighing and measuring ingredients.

Ability to: interpret policies, procedures and regulations; communicate effectively; recognize unsafe and hazardous conditions, maintain records; remain calm; read map and follow directions. Perform light manual labor; maintain sanitary conditions in the preparation, service and storage of food.

Skill in: bus driving, CPR, first aid; use of fire extinguisher. Operating/using institutional kitchen utensils, food preparation techniques and procedures.

### **CONDUCT:**

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

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

### **EQUIPMENT OPERATED:**

School bus, fire extinguisher, ovens, stoves, slicers, fryers, knives, mixers, dishwashers, freezers, etc.

### **ADDITIONAL WORKING CONDITIONS:**

Occasional exposure to blood, bodily fluids and tissue, unruly children/adults, heavy equipment, extreme heat or fire, irritating chemicals (e.g. cleaning solutions), and electrical hazards. Frequent exposure to inclement weather driving conditions.

### **TERM OF EMPLOYMENT:**

One hundred seventy-eight days plus eleven paid holidays. Cafeteria worker is 180 days.

### **PERFORMANCE EVALUATION:**

Conducted by the Director of Operations and/or Transportation Supervisor and/or Cafeteria Manager.

---

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

---

## ATTACHMENT B

Superintendent or designee

Date

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

[Approval date: June 12, 2006]

[Updates Approved: August 10, 2015]

**JOB DESCRIPTION**

*Eaton Community Schools  
An Equal Opportunity Employer*

Title: Bus Driver/Special Education Aide

Reports to: Director of Operations and/or Transportation Supervisor  
Building Principal

Employment Status: Full-time

FLSA Status: Non-exempt

---

**QUALIFICATIONS:**

1. Be twenty-one years of age or older.
2. High school diploma or equivalent (additional training desirable)
3. Must pass criminal background check.
4. Possess high moral character.
5. Possess a regular and predictable attendance record without tardiness.
6. Valid driver's license with minimum of two years driving experience.
7. Have ability to maintain a high level of ethical behavior and confidentiality of information.
8. Possess ability to work with administration, supervisors, and fellow employees positively, effectively, and energetically.
9. Must satisfactorily complete pre-employment drivers' training program, basic and advanced bus driver's education program, obtain bus drivers' certificate, and a valid CDL with bus driver endorsement.
10. Must pass annual physical examination.
11. Must maintain a vehicular safe driving record at all times.
12. Must meet all state and local requirements regarding employment as a bus driver.
13. Hold an associate degree, complete two (2) years of college, or pass the assessment to meet the definition of highly qualified if assigned to a Title I building.
14. Possess good vision, hearing, speech and mobility skills, for effective supervision of students K-12.
15. Be able to obtain proper Ohio certification.
16. Be willing to participate in a training program at the beginning of employment, if requested.
17. Have ability to perform job responsibilities with limited supervision.
18. Demonstrate a sincere desire to aid all students and interact with a positive attitude.
19. Possess a knowledge of or experience with handicapped children and/or sincere desire and ability to learn about working with the handicapped children.

**GENERAL DESCRIPTION:**

Safely and efficiently transports students to and from school and school sponsored events following Ohio and national traffic safety laws; performs pre-trip inspections, maintains student discipline while on bus, and reports any mechanical problems to appropriate authority.

Under general supervision, is responsible for working with student(s) with identified special needs to provide them with the academic and emotional support needed to benefit from the district's special education program. Duties and working hours are subject to change according to the specific needs of the student(s) outlined on the Individualized Educational Program (IEP) as assigned by the principal and/or coordinators of the program.

#### **ESSENTIAL FUNCTIONS:**

1. Transports students to and from school and other school sponsored events safely, on time, and efficiently.
2. Follows Ohio and national traffic safety laws; operates school vehicles safely with respect to road and traffic conditions.
3. Follows all pupil transportation standards as established by the Ohio Department of Education and Eaton Community Schools including completion of a pre-trip inspection form before driving any bus.
4. Maintains cleanliness within the bus.
5. Checks bus for damage caused by students after each group is unloaded.
6. Maintains on the bus an up-to-date list of students assigned.
7. Follows the route map and route stops as defined for his/her bus.
8. Enforces all school bus regulations for the safest possible transportation of students; maintains appropriate student discipline and assigns seats.
9. Reports, on the appropriate form, excessive student discipline problems.
10. Supervises students as they board and depart from the bus at all times.
11. Immediately reports to the mechanic or supervisor any mechanical problems that may be observed in the motor, chassis, or body.
12. Reports to the Transportation Supervisor any road conditions or construction that necessitate route changes.
13. Immediately reports to the Transportation Supervisor any traffic violations by another vehicle that endanger the bus riders, including failure to stop for loading and unloading students.
14. Schedules and supervises emergency evacuation drills.
15. Accompanies student(s) on class field trips or community experiences.
16. Serves as a resource person, when requested, to the evaluation team conferring about the assigned students.
17. Assists students with medical care and/or other physical care.
18. Assists in restroom needs and assures proper sanitation.
19. Assists student in transferring to and from wheelchair; requiring lifting of 5 - 150 pounds.
20. Facilitates communication between handicapped children and other students.
21. Assists school personnel and classmates with acceptance of handicapped children.
22. Interacts, in a professional manner, with parents.
23. Assists with safety procedures.

#### **Additional Essential Functions of Academic Aides:**

1. Assists students in completing academic assignments and self-help tasks in all curricular areas.
2. Works with small groups of students to reinforce material initially introduced by the teacher.
3. Assists student in classes where outlined in IEP.
4. Assists student in moving from one class to another where IEP designates, requiring pushing wheelchair and student and lifting wheelchair as needed.
5. Assists classroom teacher in making supplemental materials.
6. Supervises small group activities.



**OTHER DUTIES AND RESPONSIBILITIES:**

1. Attends meetings as required by supervisor.
2. Maintains a neat personal appearance and refrains from abusive language and profanity while on duty.
3. Demonstrates positive relationship with students, staff, and parents.
4. Establishes, as fully as possible, a supportive relationship with students.
5. Performs other duties as assigned by Supervisor, Superintendent or designee.

**KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of: Board policies and procedures, Ohio Department of Education Pupil Transportation regulations; safety practices and procedures; public relations; student discipline code; local geographical area; daily pre-trip inspection; required reports; emergency unloading procedures; Ohio traffic laws.

Ability to: interpret policies, procedures and regulations; communicate effectively; recognize unsafe and hazardous conditions, maintain records; remain calm; read map and follow directions.

Skill in: bus driving, CPR, first aid; use of fire extinguisher.

**CONDUCT:**

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

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

**EQUIPMENT OPERATED:**

School bus, school bus lift, computer, copier and fire extinguisher.

**ADDITIONAL WORKING CONDITIONS:**

Occasional exposure to blood, bodily fluids and tissue, unruly children/adults. Frequent exposure to inclement weather driving conditions.

**TERM OF EMPLOYMENT:**

One hundred seventy-eight days plus eleven paid holidays.

**PERFORMANCE EVALUATION:**

Conducted by the Director of Operations and/or Transportation Supervisor and/or Cafeteria

Manager.

---

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

---

Superintendent or designee

---

Date

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

---

Employee

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Date

[Approval date: June 12, 2006]

[Updates Approved: August 10, 2015]

## Final Graduation List 2024

Ramey Kassem Ahmed  
Christopher Lynn Atkins II  
Valen Michael Baker  
Aaliyah Marie Bane  
Anna Marie Barney  
Landen Paul Beachler  
Andrew Jason Beeghly  
Aurora Genevieve Belser  
Robert Alan Blankenship  
Madison Jill Blaylock  
Denver Moon Braughton  
Benjamin Peyton Brooks  
Olivia Catherine Brooks  
Katelynn Ranae Bryant  
Ryan Steven Burns  
Gavin Scott Campbell  
Khyra Aliece Carpenter  
Kylie Marie Chaney  
Kayden Eli Chappel  
Isabella Justine Chavez  
Karoline Madison Clevenger  
Isabella Christine Clinger  
Maegan Elizabeth Cohorn  
Matthew Dylan Colburn  
Katherine Elizabeth Cole  
Allison Grace Conley  
Carter Jacob Cook  
Gracie Lynn Copper  
Braden Taylor Cross  
James Isaac Daniels  
Mac Thomas Dare  
Delaney Opal Deaton  
Brayden Ryan Lee Deem  
Drew Alexander Dewitt  
Isaac Dean Donohoo  
Riley Daniel Doster  
Madison Renee Edwards  
Lydia Rosemary Eilerman  
Jada Renee Elam  
Jacob Lane Erbaugh  
Adelynn Sue Feasby  
Ethan Alexander Floyd  
Jacob Dennis Flyte  
Ronnie James Fox  
Thomas Andrew Fudge  
Emma Lynn Gebhart  
Jeffrey Thomas Gels  
Bradley Marcus Gifford  
Alex Michael Glowka

Dominick Xavier Gramaglia  
Alana Suzanne Gray  
Malikii Bruce Guinn  
Myla Elizabeth Halcomb  
Olivia Nicole Hall  
Treyvon Chase Harding  
Tyler Andrew Harness  
Grace Makenzie Harpst  
Kyden Mathew Harris  
Braidan Allen Hartbarger  
Katherine Scarlett Hauser  
Chase Lee Hoefler  
Courtney Ann Holbrook  
Logan Blake Irby  
Jordynn Olivia Jewett  
Gweneth Kay Jones  
Brooklyn Dawn Keener  
Charles Raymond Kochensparger  
Sophia Anne Kochensparger  
Adam Lee Kopf  
Nicholas Alexander Laycox  
Felicity Marie Layman  
Lyndon Michael Ray Lurry  
Gracelyn Rose Male  
Kaiser Cody Mel Manning  
Kyra Mae Manning  
Xavier Lewis Mathews  
Dylan Ross Matlock  
Trenton Jake Maxey  
Cami Sue McCloud  
Derek Allen McCoy-Dudas  
Brandt Lee Mathew McKinley  
Edward John Caleb Miller  
Jude Christian Minton  
Daishen Thomas Moore  
Alexia Makayla Lynn Morgan  
Reghan Elizabeth Neanen-Creech  
Erica Jane Nerderman  
Joselynn Rose Nerderman  
Leslie Duane Orr III  
Alex Jeffrey Overholts  
Morgan Elizabeth Parriss  
Austin Reeves Peace  
Quentin Robert Peach  
Emma Elizabeth Pettitt  
Thomas Mark Piekutowski  
Kylan Rai Pitsinger  
Lorelei Faith Poe  
Michaela Marie Prescott

Julianna Mae Preston-Rader  
Brian Anthony Proctor  
Devon Shaun Rader  
Thomas Micah Ratliff  
Joshua Daniel Rhodus  
Grace Ann Richmond  
Madison Leanne Roberts  
Charlie Jeremiah Roth  
Ian Michael Ruebush  
Calvin Lee Rusk  
Addison Lee Satterfield  
Allyson Lisa Schmidt  
Keirstyn Suzette Schmidt  
Devin Thomas Scott  
Carson Chandler Shepherd  
Coleman Michael Sizemore  
Katielyn Marie Slaght  
Eric Eugene Starks Jr.  
Ethaen Michael Steinhurst  
Hunter Lee Stewart  
Noah Alexander Swihart  
Layne Matthew Taylor  
James Kalob Thompson-Johnson  
Brainna Alison Tuttle  
Krystian Bane Ward  
Corbin James Waymire  
Macie Arianna Weathington  
Jeremiah Ethan Weaver  
Jordan Bailey Weaver  
Logan Doyle Werts  
Morgan Haley White  
Abbie Mae Wiggs  
Hannah Nichole Wiggs  
Tori Richelle Williams  
Ellie Lynn Wilson  
Lily Genevieve Wilson  
Mary Rose Wilson  
Karis Lyn Worley  
Bailey Louann Wright  
Wyatt Matthew Scott Wysong  
Aaliyah Victoria Young  
Katelyn Leigh Young

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into between Eaton City School District Board of Education (hereinafter "School") and Applied Behavioral Services of Dayton (hereinafter "ABS").

**Term.** The term of this Agreement shall be during the 2023-2024 school year, which begins on 4/9/2024 and ends on 6/27/2024.

**Student:** [REDACTED] ("Student").

School agrees to engage the services of the ABS and ABS agrees to accept such engagement as detailed herein. In consideration of the mutual promises contained herein, and for good and valuable consideration received, it is hereby agreed as follows:

### I. ABS Duties

**1. Services Provided.** ABS will provide to Student the individualized educational services described within Student's Individualized Educational Program ("IEP") and further identified below. School shall be responsible for maintaining a current IEP for Student and providing a copy to ABS.

**2. Virtual Services.** In the event that ABS is required to close its physical locations temporarily due to government order (such as in the event of a pandemic), ABS will notify the School and work with School to determine how to serve the Student either through virtual classroom learning and/or home instruction provided by ABS personnel. These services will be considered to be in compliance with the provisions of this Agreement.

**3. Background Checks.** Pursuant to 3319.392, ABS shall obtain Bureau of Criminal Investigation (FBI) criminal background checks for any employees who will be working directly with students. These checks shall satisfy the requirements in R.C. 3319.39. ABS shall not assign any employee to perform duties pursuant to this Agreement who has a disqualifying offense under R.C. 3319.39 and/or R.C. 3319.31.

**4. Educational Services.** ABS hereby agrees to:

- ☐ Accept Student for educational placement services within the ABS learning program
- ☐ Provide intensive intervention for Student; April-June
  - half Day 1:1 (1 student : 1 instructor)
    - Tier 4: \$16,287
- ☐ Certified Behavior Analyst services for minimum of 180 minutes per month;
- ☐ Provide daily behavior modification services for Student;

**5. Optional Services Provided.** ABS may provide the following services if required in the Student's IEP. **Such services are provided at an additional cost of One Hundred Fifty Dollars (\$150.00) per hour and must have a licensed provider available to render services.** ABS shall provide the following additional services at the costs below as determined by the School District.

- ☐ Provide, as needed by Student and agreed upon by the parties:
  - ☐ Speech Therapy services
    - By initialing this line, School District accepts the Speech Therapy Services and agrees to the terms of Paragraph 5 above (\$225 per month/for 90 minutes) \_\_\_\_\_
  - ☐ Occupational Therapy services;
    - By initialing this line, School District accepts the Occupational Therapy Services and agrees to the terms of Paragraph 5 above (\$200 per month/for 80 minutes) \_\_\_\_\_
  - ☐ Music Therapy services;
    - By initialing this line, School District accepts the Music Therapy Services and agrees to the terms of Paragraph 5 above \_\_\_\_\_
  - ☐ Social skills intervention services;
    - By initialing this line, School District accepts the Social Skills Therapy Services and agrees to the terms of Paragraph 5 above \_\_\_\_\_
- ☐ Reduction in minutes for December or July:
  - ☐ The minutes for Service shall be reduced by half per month in the months of December and July.
- ☐ Provide quarterly progress reports to School for review;
- ☐ Participate in IEP meetings as requested by Student or School to review services provided to Student.

## **II. School Duties**

**1. Special Education Records.** Prior to enrollment of Student at ABS, School shall provide ABS with copies of Student's most recent ETR and IEP so that ABS may make a pre-

determination of whether the Student may be accepted for enrollment and/or whether ABS can provide the necessary therapy and/or instruction pursuant to this Agreement.

**2. Change of Placement.** School shall be responsible for facilitating the change of Student's educational placement to ABS in accordance with any applicable state and federal special education laws.

**3. Tuition.** School shall pay ABS the total monthly amount of **\$5,854 (including SLP and OT)** based on the tier classification for all services identified above and performed under this Agreement. If Student is enrolled after the start of the school year, or this Agreement is terminated prior to the end of the school year, compensation for the month in which Student is enrolled or in which the Agreement is terminated shall be reduced pro-rata. No additional or different rate will be charged unless agreed to in writing between ABS and School.

### **III. Miscellaneous Provisions**

**1. Student Privacy.** ABS acknowledges that School is subject to the Family Educational Rights and Privacy Act ("FERPA"), its regulations, Ohio Revised Code 3319.321, and other applicable laws. ABS further acknowledges and agrees that it and its employees and contractors shall comply with FERPA, its regulations, Ohio Revised Code 3319.321, and other applicable laws, and shall preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by FERPA, its regulations, Ohio Revised Code 3319.321, and other applicable laws.

**2. Transportation of Student.** ABS shall not be responsible for transportation of Student to or from ABS.

**3. Summer Instruction and Therapies.** Instruction and/or therapies provided by ABS in the summer session shall be counted for the purpose of total minutes required on the IEP.

**4. Simultaneous SLP and OT.** If Student receives Speech Therapy and Occupational Therapy, and ABS determines that a combined session would be in the best interest of the Student, such sessions may be combined to meet the requisite number of minutes for the respective therapies.

**5. Student Absences, Refusal or Impeding Behavior.** ABS shall not be responsible for the makeup of instruction and/or therapy missed solely because of Student's absences, refusal or impeding behavior. School shall be responsible for providing payment to ABS for the attempted provision of such services.

**6. School Closure.** ABS shall not be responsible for the makeup of instruction and/or therapy missed solely because of School's closure or failure to transport Student to ABS.

School shall be responsible for providing payment to ABS for the attempted provision of such services.

**7. Good Faith Makeup.** Notwithstanding the foregoing, ABS shall make a good faith attempt to reschedule or makeup therapies and/or instruction missed due to Student absences, refusal, impeding behavior or School closure.

**8. Therapies and/or Instruction Unavailable.** If a therapy or instruction provided by ABS under this Agreement becomes unavailable for any extended period of time, defined as a period of 4 weeks or longer (such as for therapist maternity leave or an extended leave of absence), the parties agree to cooperate to seek amendment of the IEP to reflect such change. School shall not be charged for any service that becomes unavailable under this provision.

**9. Independent Contractor Status.** ABS acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of the School. ABS further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of School with respect to any federal, state, or local laws. ABS shall further indemnify, defend, and hold harmless the School, its members, employees, agents, insurers, and assigns from, and pay for, any and all charges, fees, and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions and/or any other governmental charges or taxes required to be paid on behalf of any of ABS's employees, agents, contractors, subcontractors, or assigns. The provisions of this Section shall survive termination of this Agreement. ABS acknowledges sole responsibility for all taxes that may become due and owing in connection with the fees paid for services rendered under this Agreement. ABS shall be free to perform services for any third parties, including other school districts or students, at the same time providing the services as described herein.

Each party shall accept full responsibility for any damages caused by its own negligence or the negligence of its employees, contractors, members, representatives, or agents.

**10. Termination.** This Agreement may be cancelled by either party, for any reason, with at least thirty (30) days written notice to the other party. Notices sent pursuant to this paragraph shall be sent to the following, and may be sent via email:

**If to ABS:**

Applied Behavioral Services – Dayton  
2570 Technical Drive  
Miamisburg, OH 45342  
Amy.brown@appliedbehavioralservices.com

**If to School:**

Eaton City Schools  
506 Aukerman St.  
Eaton, Ohio 45320  
Ahorton@eaton.k12.oh.us

**11. Entire Agreement.** This Agreement and the documents delivered concurrently herewith shall constitute the entire agreement and understanding between the parties hereto and shall supersede any prior agreements and/or understandings relating to the subject matter of this Agreement. By affixing their signatures hereto, the parties expressly warrant that there are no additional terms, representations, agreements or promises made by either party that have not been memorialized within the language of this Agreement.

**12. Assignment.** Neither party may assign any rights or delegate any duties/obligations assumed hereunder absent the express prior written consent of the other party.

**13. Modification.** No revision or modification of this Agreement shall be effective unless in writing by mutual consent and executed by duly authorized agents or representatives of School and ABS.

**14. Construction and Jurisdiction.** The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio and, if necessary, shall be enforceable in any Court of Common Pleas within the State of Ohio where jurisdiction and venue would be considered proper under the laws of the State of Ohio.

**15. Required Mediation.** Notwithstanding the paragraph above, if either party contends that this Agreement has been breached, the parties agree to participate in non-binding mediation prior to filing any claim in state or federal court, and prior to submitting a complaint with a governing administrative agency. Nothing in this paragraph shall prohibit either party from making mandatory or discretionary reports of any suspected violations of legal or ethical obligations to an appropriate governing body or administrative agency. The parties further agree to participate in good faith, and a failure to do so by either party shall preclude the filing of any other claim against the other party. The mediator shall be jointly selected by the parties among local mediators with educational experience. The mediation shall take place at an agreed-upon location within Ohio. Offers made in mediation shall remain confidential and may not be used in any subsequent proceeding. The parties shall equally split the cost of the selected mediator and cover their own expenses for counsel. The parties agree that the provisions of this section shall survive any termination of this Agreement.



ATTACHMENT E

The signatures below indicate approval and agreement to the terms of this Agreement, and the signature of a representative indicates authority to enter into this Agreement by and on behalf of the entity.

_____	_____
Authorized School Representative Printed Name	Date

\_\_\_\_\_  
Authorized School Representative Signature

_____	_____
Authorized ABS Representative Printed Name	Date

\_\_\_\_\_  
Authorized ABS Representative Signature

# Applied Behavioral Services

## CONTRACT FOR SERVICES 2024--2025

This **CONTRACT FOR SERVICES** (hereinafter "Agreement") is made and entered into the 26th day of April by and between the Applied Behavioral Services (hereinafter "ABS"), and Eaton City (hereinafter "School District").

**WHEREAS**, the School District desires to enroll [REDACTED] ("Student"), a student in need of special education services; and

**WHEREAS**, ABS has specially-trained staff, adapted curriculum, and specialized facilities designed to educate students in need of special education services.

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

1. **Services Provided.** ABS will provide to Student the individualized educational services described within Student's Individualized Educational Program ("IEP"). School District shall be responsible for maintaining a current IEP for Student and providing a current IEP to ABS. ABS will provide behavior or instructional aide support as outlined in the Student's IEP. It is understood that ABS does not provide transportation to or from its facilities, and it does not provide lunch or snacks; Student's parent/guardian shall be responsible for lunch, or snacks, as needed. The School District or Student's parent/guardian will be responsible for transportation to and/or from ABS. ABS will provide quarterly reports on Student's progress and monthly attendance reports.

2. **Virtual Services.** In the event that ABS is required to close its physical locations temporarily due to government order (such as in the event of a pandemic), ABS will notify the School District and work with the School District to determine how to serve the student either through virtual classroom learning and/or home instruction provided by ABS personnel. These services will be considered in compliance with this agreement's provisions.

3. **Compliance with Law.** ABS agrees that it will comply with all applicable laws and regulations concerning its provision of services to Student.

4. **Background Checks.** Pursuant to 3319.392, ABS shall obtain Bureau of Criminal Investigation (FBI) criminal background checks for any employees that will be working with the contracted School District students. These checks shall satisfy the requirements in R.C. 3319.39. ABS shall not assign any

employee to perform duties pursuant to this Agreement who has a disqualifying offense under R.C. 3319.39 and/or R.C. 3319.31. ABS shall pay the costs of obtaining background checks and it shall, upon request, provide the School District with proof that it has complied with this request and copies of the results of each employee's background check.

## Applied Behavioral Services

5. **Student Privacy.** ABS acknowledges that the School District is subject to the Family Educational Rights and Privacy Act ("FERPA"), its regulations, Ohio Revised Code 3319.321, and other applicable laws. ABS further acknowledges and agrees that it and its Service Providers shall comply with FERPA, its regulations, Ohio Revised Code 3319.321, and other applicable laws, and shall preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by FERPA, its regulations, Ohio Revised Code 3319.321, and other applicable laws.

6. **Term.** The term of this Agreement shall be during the **2024-2025** school year, which begins on **August 7<sup>th</sup>, 2024** and ends on **June 26th, 2025**. This Agreement will terminate automatically on **June 30th, 2025**. The student's official start date will be determined and agreed upon by both parties.

7. **Compensation.** ABS shall be compensated at the rate of **\$5,972** per month (or **\$65,972** per school year) for all services performed under this Agreement. If Student is enrolled after the start of the school year, or this Agreement is terminated prior to the end of the school year, compensation for the month in which Student is enrolled or in which the Agreement is terminated shall be reduced pro-rata. No additional or different fees will be charged to the District unless agreed to in advance and in writing between ABS and the District.

8. **Optional Services Provided.** If initialed below by School District's representative, ABS shall provide the following additional services at the costs described below:

- a. **Speech Therapy Services.** ABS will provide Speech Therapy and/or Consultation Services, if required in Student's IEP. Such services are provided at an additional cost of One Hundred Fifty Dollars (\$150.00) per hour. If required by Student's IEP, speech therapy services will be provided for the number of minutes required in the IEP.

\*By initialing on this line, School District accepts the Speech Therapy/Consultation Services and agrees to the terms of paragraph 8(a) above \_\_\_\_\_.

- b. **Occupational Therapy Services.** ABS will provide Occupational Therapy and/or Consultation services, if required in Student's IEP. Such services are provided at an additional cost of One Hundred Fifty Dollars (\$150.00) per hour. If required by Student's IEP, occupational therapy services will be provided for the number of minutes required in the IEP.

\*By initialing on this line, School District accepts the Occupational Therapy/Consultation Services and agrees to the terms of paragraph 8(b) above \_\_\_\_\_.

- c. **Brown-Bag Lunch.** ABS will provide Student with a brown-bag lunch for each day that Student attends ABS, at the rate of \$10.00 per day.

\*By initialing on this line, School District accepts and agrees to the terms of paragraph 8(c) above \_\_\_\_\_.

## Applied Behavioral Services

d. **Applied Behavioral Analysis Therapy Services.** ABS will provide ABA therapy services, if required in Student's IEP. Such services are provided at an additional cost of \$65.00 per hour for services provided by a BT/RBT and \$(200.00) per hour for services provided by a BCBA. If required by Student's IEP, BCBA/RBT services will be provided for the number of minutes required in the IEP.

\*By initialing on this line, School District accepts ABA therapy services and agrees to the terms of paragraph 8(d) above \_\_\_\_\_.

9. **Submission of Invoices.** ABS shall submit to the School District itemized invoices for services on a monthly basis. The School District shall remit payment unto ABS within thirty (30) days upon receipt of invoices. It is understood by both parties that payments to ABS are due regardless of whether School District obtains grant, scholarship, or other anticipated funds to reimburse School District for the amounts paid to ABS; payments due to ABS are not contingent upon the receipt by School District of such funds. Outstanding amounts not paid by the District may result in disenrollment of the student placed by the District.

Notwithstanding the foregoing, the School District shall not be required to pay any invoice until ABS has provided the School District all due and requested education records, including but not limited to quarterly progress reports, transcripts, and attendance documentation for the month invoices.

10. **Independent Contractor Status.** ABS acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of the School District. ABS further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of the School District with respect to any federal, state, or local laws. ABS shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of ABS's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. ABS shall further indemnify, defend, and hold harmless the School District, its members, employees, agents, insurers, and assigns from, and pay for, any and all charges, fees, and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions and/or any other governmental charges or taxes required to be paid on behalf of any of ABS's service providers, employees, agents, contractors, subcontractors, or assigns. The provisions of this Section shall survive termination of this Agreement.

- a. Each party shall accept full responsibility for any damages caused by its negligence or the negligence of its employees, representatives, or agents.
- b. ABS acknowledges sole responsibility for all taxes that may become due and owing in connection with the fees paid for services rendered under this Agreement
- c. ABS shall be free to perform services for any third parties, including other School Districts or Students, at the same time providing the services as describes herein above.

11. **Insurance.** ABS shall provide employment and general liability insurance that covers acts of the Personnel with minimum limits of \$1 million per occurrence and \$3 million annual aggregate limit. The School District will maintain customary comprehensive general liability insurance. Each party shall

## Applied Behavioral Services

provide the other with proof of such insurance coverage promptly upon the request by the other.

**12. Indemnification.** ABS agrees to indemnify, defend, and hold harmless the District, its members, employees, insurers, agents, and assigns from any and all demands, actions, causes of action, suits of any kind or nature whatsoever, claims, losses, charges, expenses, fees (including attorney fees), costs, and judgments, aside from any and all claims arising out of the Individuals with Disabilities Education Act (IDEA), that may be asserted against the School District, its members, employees, agents, insurers, and assigns that result from the acts or omissions of ABS and its members, employees, insurers, agents, and assigns.

**13. Termination.** This Agreement may be cancelled by either party, for any reason, with at least thirty (30) days written notice to the other party. Notices sent pursuant to this paragraph shall be sent to the following, and may be sent via email:

**If to ABS Ohio:**

Applied Behavioral Services  
Attn: Megan Lumbrix - School Office  
Director  
4850 Madison Road  
Cincinnati, Ohio 45227  
Email: [megan.lumbrix@appliedbehavioralservices.com](mailto:megan.lumbrix@appliedbehavioralservices.com)

**If to School District:**

Eaton City School District  
506 Aukerman St.  
Eaton, Ohio 45320  
[ahorton@eaton.k12.oh.us](mailto:ahorton@eaton.k12.oh.us)

**14. Entire Agreement.** This Agreement and the documents delivered concurrently herewith shall constitute the entire agreement and understanding between the parties hereto and shall supersede any prior agreements and/or understandings relating to the subject matter of this Agreement. By affixing their signatures hereto, the parties expressly warrant that there are no additional terms, representations, agreements or promises made by either party that have not been memorialized within the language of this Agreement.

**15. Assignment.** Neither party may assign any rights or delegate any duties/obligations assumed hereunder absent the express prior written consent of the other party.

**16. Modification.** No revision or modification of this Agreement shall be effective unless in writing by mutual consent and executed by duly authorized agents or representatives of the Board and the Contractor.

**17. Construction and Jurisdiction.** The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio and, if necessary, shall be enforceable in any Court of Common Pleas within the State of Ohio where jurisdiction and venue would be considered proper under the laws of the State of Ohio.

**18. Required Mediation.** Notwithstanding paragraph 7, if either party contends that this Agreement has

## Applied Behavioral Services

been breached, the parties agree to participate in non-binding mediation prior to filing any claim in state or federal court, and prior to submitting a complaint with a governing administrative agency. Nothing in this paragraph shall prohibit either party from making mandatory or discretionary reports of any suspected violations of legal or ethical obligations to an appropriate governing body or administrative agency. The parties further agree to participate in good faith, and a failure to do so by either party shall preclude the filing of any other claim against the other party. The mediator shall be jointly selected by the parties among local mediators with educational experience. The mediation shall take place in Hamilton County, Ohio. Offers made in mediation shall remain confidential and may not be used in any subsequent proceeding. The parties shall equally split the cost of the selected mediator and cover their own expenses for counsel. The parties agree that the provisions of this section shall survive any termination of this Agreement.

The signatures below indicate approval and agreement to the terms of this Agreement, and the signature of a representative indicates authority to enter into this Agreement by and on behalf of the entity.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first written above and acknowledged by the following with signatures. Please sign below to confirm that you agree with the content of this contract and fax it to 513-861-0123 or scan/email to [megan.lumbrix@appliedbehavioralservices.com](mailto:megan.lumbrix@appliedbehavioralservices.com)

\_\_\_\_\_  
Authorized District Representative Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized District Representative Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director, Applied Behavioral Services

4-26-24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Jill Blanchard, NSS/ABS Senior Vice President of Operations

\_\_\_\_\_  
Date

**Preble County Educational Service Center  
Contract Amount for FY 2025  
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 2025 in an annual amount of \$2,513,812.

Other services included in the following list will be arranged for as determined by the School District and be paid directly to the Preble County ESC under separate billings.

- One-on-One/Billable Aide Services
- Disciplinary Alternative Education Placement (DAEP)
- Interpreter Services
- Home Instruction Services
- Bus Driver Exams/In-Service Professional Development
- Student Worker Salaries
- Other Miscellaneous Services Agreed to by the Superintendents

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.

ATTACHMENT G

<hr/> Print District Superintendent Name	<hr/> District Superintendent Signature	<hr/> Date
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<hr/> Print District Treasurer Name	<hr/> District Treasurer Signature	<hr/> Date
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<hr/> Print ESC Superintendent Name	<hr/> ESC Superintendent Signature	<hr/> Date
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<hr/> Print ESC Treasurer Name	<hr/> ESC Treasurer Signature	<hr/> Date
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EATON							
						Proposed	
		2022-2023	2023-2024	2023-2024	Estimated	2024-2025	
		Actual	Contract	Estimate	Settle up	Contract	Difference in FY 24 Estimate and FY 25 Contract
Speech and Language		267,513	269,110	255,436	(13,674)	214,566	(40,870)
Pupil Services		125,850	131,390	123,863	(7,527)	130,056	6,193
Attendance Officer		7,002	7,349	8,338	989	8,755	417
Sub Teacher Hotline		3,909	4,202	4,202	0	4,476	274
Enrichment Services		3,121	3,599	3,545	(54)	3,722	177
Career Connections		10,000	10,000	10,000	0	10,000	0
Preschool Sp Ed		77,873	113,051	289,083	176,032	1,010,540	721,457
Itinerant Preschool		84,956	91,391	83,004	(8,387)	0	(83,004)
MD		447,684	435,574	469,123	33,549	492,579	23,456
ED		277,805	309,918	347,756	37,838	365,144	17,388
Transportation		153,416	176,132	151,990	(24,142)	159,590	7,600
Project Life		0	85,698	88,003	2,305	114,384	26,381
Totals		1,459,129	1,637,414	1,834,343	196,929	2,513,812	679,469
		Paid with Extended Learning Grant					
				Attendance Officer	(8,338)		
				Career Connections	(10,000)		
				Project Life	(88,003)		
				Total Settleup	90,588		
		Estimated	Actual	Actual	Actual	Actual	
Student Days		FY 24 Days	FY 23 Days	FY 22 Days	FY 21 Days	FY 20 Days	
Preschool		5,169	2,749	3,386	4,895	6,117	
MD		2,691	2,480	1,659	1,592	1,372	
ED		1,794	1,676	1,648	1,406	2,280	
Transportation		3,074	2,616	2,820	1,716	2,614	
Total		12,728	9,521	9,513	9,609	12,383	
Number of Students based on estimated/actual days							
Preschool		28.7	15.3	18.8	27.2	34.0	
MD		15.0	13.8	9.2	8.8	7.6	
ED		10.0	9.3	9.2	7.8	12.7	
Transportation		17.1	14.5	15.7	9.5	14.5	
		70.7	52.9	52.9	53.4	68.8	

**ADDENDUM TO THE 2023-24 EATON COMMUNITY SCHOOL PRESCHOOL  
CONTRACT THROUGH THE PARTNERSHIP WITH  
BUTLER COUNTY EDUCATIONAL SERVICE CENTER**

This Addendum is for one additional instructional assistant that will support the Eaton Preschool classrooms that are run by the Butler County Educational Service Center.

**BCESC CONTRACT PROCEDURES:**

1. Butler County Educational Service Center is required to provide services delineated in the Agreement pursuant to the Ohio Revised Code 3313.845
2. The cost of 1.0 FTE instructional assistant is \$27,197. This amount is based on 92 days of work for fiscal year 2024.
3. The billing will be billed once the Addendum has been executed.

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Chris Brown, BCESC Superintendent

\_\_\_\_\_  
District Treasurer

\_\_\_\_\_  
Kenneth F. Ulm, BCESC Treasurer

**CONTRACTS** Butler County Educational Service Center400 North Erie Blvd., Suite A • Hamilton, OH 45011  
(513) 887-3710 • www.bcesc.org

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

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

☒ Contracted Service Agreement☐ Memorandum of Understanding☐ Consultant Agreement☐ Lease Agreement

Check one title above. To navigate between fields, use your keyboard's arrow keys, not the tab key. Do not delete invisible tabs after each entry.

Company/District/Consultant: Eaton Community SchoolsDate: 05/13/2024Cost: \$75 per hour/\$600 per day (8 hrs)Purpose: Provide 111 days of behavior intervention supports and consultation.

Butler County ESC agrees to provide: Behavior Intervention Supports and consultation  
(company/vendor) (add services being provided)

for: Eaton Community Schools. The Supervisor Linda Hart will coordinate with  
(district/customer) (add name)

Doc Horton at Eaton Community Schools for assignment of services.  
(customer supervisor/authorized signature for billing) (district/customer)

The term of this agreement is for services to be delivered starting on 08/01/2024 – 05/23/2025.  
(contract effective date starts) (contract effective date ends)

Compensation will be paid to Butler County ESC in the amount of \$600 per day not to exceed 111 days  
(company/vendor) (compensation range) (max. amount/no. days)

without prior approval. Eaton Community School will provide direct supervision of the staff member providing services.  
(district/customer)

Eaton Community School will: (list below district responsibilities for providing materials and any requirements of district per the contract).  
(district/customer)

Provide adequate space and relevant information pertinent to the student's educational and behavioral needs.

The Butler County ESC 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 Behavior Intervention Supports and Consultation,  
(services being provided)

the district will be billed in the amount of \$600.00 per day for  
(dollar amount) (unit: hour or day)

Behavioral Supports and Consultation with prior approval from the district representative and the BCESC coordinator.  
(services being provided)

This agreement is executed by Eaton Community School and the duly authorized representatives of the  
(district/customer)

Butler County Educational Service Center on 00/00/0000.  
(date)

District/Customer

Governing Board President, BCESC

Treasurer, BCESC

Date

Date

Date

**CONTRACTS** Butler County Educational Service Center 400 North Erie Blvd., Suite A • Hamilton, OH 45011  
 (513) 887-3710 • www.bcesc.org

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

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

☒ Contracted Service Agreement☐ Memorandum of Understanding☐ Consultant Agreement☐ Lease Agreement

Check one title above. To navigate between fields, use your keyboard's arrow keys, not the tab key. Do not delete invisible tabs after each entry.

Company/District/Consultant: Eaton Community SchoolsDate: 04/17/2024Cost: \$473,984.00

Purpose: To provide 552 days (\$353,280) of Occupational Therapy services and 184 days (\$120,704) of Physical Therapy services.

Butler County ESC agrees to provide: Occupational Therapy and Physical Therapy  
(company/vendor) (add services being provided)

for: Eaton Community Schools. The Supervisor Dianne Clemens will coordinate with  
(district/customer) (add name)

Doc Horton at Eaton Community Schools for assignment of services.  
(customer supervisor/authorized signature for billing) (district/customer)

The term of this agreement is for services to be delivered starting on 08/1/2024 – 06/01/2025.  
(contract effective date starts) (contract effective date ends)

Compensation will be paid to Butler County ESC in the amount of \$473,984. not to exceed \$473,984  
(company/vendor) (compensation range) (max. amount/no. days)

without prior approval. Butler County ESC will provide direct supervision of the staff member providing services.  
(district/customer)

Eaton Community Schools will: (list below district responsibilities for providing materials and any requirements of district per the contract).  
(district/customer)

provide all materials, assessment tools, technology, and a space to provide services. Eaton Community Schools will use a workload approach to determining caseloads.

The Butler County ESC 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 Occupational and Physical Therapy,  
(services being provided)

the district will be billed in the amount of \$80 (OT), \$82 (PT) per hour for  
(dollar amount) (unit: hour or day)

Occupational Therapy and Physical Therapy with prior approval from the district representative and the BCESC coordinator.  
(services being provided)

This agreement is executed by Eaton Community Schools and the duly authorized representatives of the  
(district/customer)

Butler County Educational Service Center on \_\_\_\_\_  
(date)

District/Customer

Governing Board President, BCESC

Treasurer, BCESC

Date

Date

Date

**AGREEMENT BETWEEN  
EATON COMMUNITY SCHOOLS AND  
BUTLER COUNTY EDUCATIONAL SERVICE CENTER FOR  
SUCCESS PROGRAM**

The Butler County Educational Service Center (BCESC) and Eaton Community Schools (ECS) within Preble County will jointly provide services to students and families in need under the following conditions:

1. BCESC and ECS agree to collaborative operation and delivery of services to children in ECS.
2. The BCESC will supervise the delivery of Success Program services to children and their families. The BCESC will oversee the supervision/evaluation of BCESC staff (with input from ECS) and will oversee the communication among partnering agencies.
3. The BCESC will provide 1.5 Community School Liaisons and one .5 Supervisor and related supervision, consultation, training, laptop computer, travel and cell phone.
4. ECS will provide a private place for staff to work, internet access and networking at each school served, ECS email account, access to information for students online, and printing/copying capability.
5. ECS will be billed \$52,758 for 1.5 Community School Liaisons and Supervision Fees (in 2 equal installments) in December, 2024 and April, 2025 by the BCESC.

This agreement will be in effect from August 1, 2024-July 31, 2025.

Both parties agree to resolve disputes over obligations set forth in this agreement as reasonably as possible. However, this agreement or parts of this agreement can be terminated by either party for cause provided that either party provides written notice to the other party of the 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 thirty (30) days of such notice. Administration coordination for this agreement will be the responsibility of designated individuals of ECS 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. This agreement is contingent on funds being available.

\_\_\_\_\_  
Board President, Butler County ESC                      date

\_\_\_\_\_  
Treasurer, Butler County ESC                      date

\_\_\_\_\_  
Board President, Eaton Schools                      date

\_\_\_\_\_  
Treasurer, Eaton Schools                      date



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

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

05/22/2024

Rachel,

SWOCA is pleased to present Eaton CSD with this Managed Wireless proposal as listed below.

<b>Quote #EA-MW-240495</b>	Wireless Managed Services (WLMS) - 2024 Renewal R1 with the addition of 3 more UNIFI AC AP COMPACT WAVE2 WRLS. This is a 2 year agreement from 7/1/24 - 6/30/26
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Item	Desc	QTY	per	Each	Ext
<b>Managed Wireless</b>					
BYOAP	Management of Existing Access Point Managed service contract of already installed equipment	195	1 Year		
NANO	Leased UAP-NANOHD-US 3 Additional APs to add to service	3	1 Year		
<b>Group subtotal:</b>					<b>26,867.49</b>
<b>Subheading subtotal:</b>					<b>26,867.49</b>
<b>Total (USD):</b>					<b>26,867.49</b>

Signature for Eaton CSD

Name/Title

Acceptance Date

*To proceed with this order, please submit your purchase order referencing quote EA-MW-240495 along with this acceptance to finance@swoca.net.*

SWOCA  
3611 Hamilton Middletown Rd  
Hamilton, OH 45011





The School of Education at Franklin University ("SOE"), and Eaton Community Schools City School District, Ohio ("Educational Organization") enter into a collaborative agreement to provide services to the Teaching Professions and, specifically, to cooperatively develop and implement Field Work, (pre-student teaching field experience, student teaching clinical experience, and advanced degree internships) for teacher and/or administrator candidates enrolled in the Education Programs of the SOE.

**Objectives of the Collaborative Effort:** Through collaboration and cooperation, the SOE and the Educational Organization will develop and implement:

- The Field Work aspect of the teacher preparation program at Franklin University in accordance with the detailed explanation provided within the School of Education's most current Licensure Handbook
- The administrative internship aspect of the advanced licensure program at Franklin University in accordance with the detailed explanation provided within the School of Education's most current Licensure Handbook

**Terms of the Collaborative Effort:** The SOE and the Educational Organization, jointly and separately commit to follow the expectations as outlined in the sections Field Experience, Student Teaching, and Advanced Licensure Internships provided in detail within the most current Licensure Handbook. Through this collaborative effort, all parties commit to providing exceptional, best practice clinical experiences for teacher and administrator candidates enrolled in the Education Program at Franklin University.

**Collectively the SOE and the Educational Organization will provide the following:**

- I. Selection of highly qualified personnel:
  - I. Teacher Preparation Program - cooperating teachers (Teachers with 5 Year Professional License or has completed the Ohio RESA program in the grade level/content area the teacher candidate is pursuing, Teachers trained in the Science of Reading)
  - II. Advanced Licensure Program – highly qualified mentoring administrators
- II. Placements of candidates in field work / internship
- III. Supervision of teacher candidates during field work / internship
- IV. Evaluation of candidates during student teaching / internship

**The SOE will provide the following:**

- I. All Teacher candidates will have a valid BCI and FBI Background Clearance on file prior to being provided their Field Work placements and/or Internships.
- II. Remediation for teacher and administrator candidates, if the need is identified by the Educational Organization or the SOE
- III. For each teacher candidates placed in the Educational Organization for student teaching clinical experience, one free course/per candidate or \$200 stipend to the Educational Organization
- IV. The following benefits to all Educational Organizational employees if enrolled in a Franklin University program:
  - a. 20% off masters and graduate certificate tuition
  - b. 15% off doctoral tuition, targeting the Ed.D. only.
  - c. 10% off undergraduate and Post-Bacc tuition
  - d. Free books

The College, through Franklin University, provides general liability insurance to student engaged in assigned field experiences in the amount of \$1,000 per occurrence, and provides malpractice Insurance in the amount of \$1000 per claim, with a \$3000 aggregate. A Certificate of Insurance (COI) is available upon request.

**The Educational Organization will provide the following:**

**Teacher Preparation Program**

- I. The cooperating teacher's willingness to supervise and guide teacher candidates during Field Work

- II. The cooperating teacher's willingness to complete the Cooperating Teacher Data Sheet prior to a teacher candidate's placement, which requires details regarding their training in the Science of Reading
- III. The cooperating teacher's willingness to complete Teacher Candidate Field Experience Evaluation for pre-student teaching field experience
- IV. The cooperating teacher's willingness to complete the training, Mid-term, and Final for the Candidate Preservice Assessment of Student Teaching Form (CPAST)
- V. The cooperating teacher acknowledges having completed training in the Science of Reading, meeting one of the multiple criteria for training options as outlined on the Ohio Department of Education and Workforce's website, as mandated by House Bill 33 (HB 33) in Ohio

#### Advanced Licensure Program

- I. The mentoring administrator's willingness to supervise and guide administrator candidates during the internship
- II. The mentoring administrator's willingness to complete the Mentoring Administrator Data Sheet prior to a candidate's placement
- III. The mentoring administrator's willingness to complete the Candidate Internship Evaluation
- IV. The mentoring administrator's willingness to complete the full internship with the candidate

The SOE will convene and host policy development sessions for the purpose of planning meaningful updates to procedural requirements leading to immediate and future implementation as part of the Teacher Education Program or the Advanced Licensure Program at Franklin University through biannual partnership meetings, which the partnership contact will receive an invitation to attend and may invite any members of the administrative team of the Educational Organization to attend as well.

The Educational Organization will appoint a representative from the organization to be the Field Placement / Internship contact. The contact will be the SOE's point of contact to establish all placements within the Educational Organization. The Educational Organization will also appoint a representative from the organization to be the Partnership contact. The Partnership contact will be the SOE's point of contact for all details pertaining to the established partnership. The Educational Organization may change the appointed representative assigned to either role as needed. The SOE asks that the Educational Organization inform the SOE two weeks prior to the change of the representative.

#### The Partnership contact appointed by the Educational Organization is as follows:

Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Position Within the Organization: \_\_\_\_\_

#### The Field Placement / Internship contact appointed by the Educational Organization is as follows:

Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Position Within the Organization: \_\_\_\_\_

#### For the Educational Organization:

#### For the University:

Signature \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



Elementary and Secondary Education Act, Title III, Part A,  
English Learner Student Program Subgrant Consortium

**Memorandum of Understanding, 2024-2025**

Under the Title III program, if a district does not have a sufficient number of English Learners (ELs) enrolled to qualify for a minimum subgrant of \$10,000, it may apply for a subgrant jointly in consortia with other districts [ESSA, Title III, Sec. 3114 (b)].

This Memorandum of Understanding represents the agreed-upon program, services and products to be provided to English Learner students during the 2024-25 school year. The Montgomery County ESC will act as local educational agency (LEA) Fiscal Agent and member. The consortium shall be named the Montgomery County ESC Title III Consortium.

The Montgomery County ESC will be responsible for acting as the fiscal agent for the Consortium and will file the required expenditure reports and maintain fiscal records. The Consortium will plan to expend all Title III funds during FY 25. The Montgomery County ESC must continue to serve as the fiscal agent for the Consortium for the duration of the 27 months grant period and/or until all the funds are expended, after which time the Ohio Department of Education and Workforce will sweep any remaining unexpended balance. The fiscal agent is responsible for ensuring that consortium members fulfill all their fiscal and programmatic responsibilities as subgrantees under Title III, including, but not limited to, meeting their responsibilities to ELL students and teachers in participating nonpublic schools (ESSA, Section 8501).

According to the number of ELs enrolled in the LEAs, the number of ELs enrolled and reported in the nonpublic schools(s) located within the public district's boundaries<sup>1</sup> and based on the preliminary Title III allocations, the Montgomery County ESC Title III Consortium enrolled \_\_\_\_ EL students, which results in a subgrant amount of \_\_\_\_\_. In its role as the lead LEA, the Montgomery County ESC will support a total amount of programs, services, and products as indicated below:

Three Categories for expenditure:

- To increase the English Language Proficiency of English Learners;
- To provide professional development to classroom teachers, principals and other school leaders;

200 South Keowee Street | Dayton, Ohio 45402

 @MontgomeryCountyESC  @MCESC

## » MISSION

**Visionary Leaders Providing  
Exemplary Service**



- To provide and implement other effective activities and strategies that enhance or supplement Language Instruction Educational Programs for ELs, which must include parent, family, and community engagement activities, and may include strategies that serve to coordinate and align related programs.

Changes regarding the provision, the scope and/or nature of these services must be made by agreement of the Member LEAs. Funds must be used before the 27-month grant period ends.

In addition to the above services and products, the Department will coordinate meetings for the purpose of assessing the needs of the consortium.

Also, the Montgomery County ESC will be responsible for completing and submitting the Consolidated State Performance Report (CSPR) survey and completing the Compliance surveys, as applicable and any other reports requested by the Ohio Department of Education and Workforce. The signature of each LEA representative below represents the indication that the consortium has met and conferred and that the Member LEAs are in agreement to all stated.

**Consortium Lead LEA Representative**  
(Superintendent or Designee)

Shannon M. Cox

Print Name

Signature

Date

**Eaton Schools Representative**  
(Superintendent or Designee)

*Aaron Horton*  
Print Name

*Aaron Horton, PhD*  
Signature

6/5/2024  
Date



AARON HOLDERMAN | 937-694-3607 | AARON@STRATSFORBEHAVIORMGT.COM

**The Awaken Program:** Interim Therapeutic Intervention Services  
through Strategies for Behavior Management

**Goal:** Provide holistic support to families with children who have nontraditional support  
needs Provide enjoyable activities for all involved – continued learning and skill  
development for the individual Provide an atmosphere of security, safety, and  
competence to therapeutic intervention services being delivered

Date: 5-29-24

Start Date/End Date: August 1<sup>st</sup> – September 30<sup>th</sup> 2024

Individual: [REDACTED]

County: Preble

Funder: Eaton Community Schools

Contact Person: Doc Horton

	# VISIT	COST/VISIT	TOTAL
Diana + Single Awaken	6	\$718.75	\$4,312.5
Monthly Zoom meeting	2	\$165	\$330
Projected Mileage: up to 30 miles per visit at \$0.67	6	\$20.1	\$120.6
		Total	\$4,763.1

Aaron Holderman

Program Manager



AARON HOLDERMAN | 937-694-3607 | AARON@STRATSFORBEHAVIORMGT.COM

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		Total	\$4,763.1

Aaron Holderman

Program Manager

**SERVICE AGREEMENT**

2024-2025 School Year

This AGREEMENT shall serve as a contract between the Eaton Community Schools ("District") and the Montgomery County Educational Service Center ("Montgomery County ESC") beginning on July 1, 2024 and ending on June 30, 2025. Services will be provided and billed for the 2024-2025 school year.

**1. SERVICES**

- a. The Montgomery County ESC shall provide the following services to the District:

Literacy Coaching – 108 Days

**2. COMPLIANCE**

- a. Instructional Programs and Related Services shall be rendered in compliance with law, and in accordance with acceptable standards and caseload.
- b. The parties shall cooperate in order to facilitate the success of the students served by the District and Montgomery County ESC, and, in particular, the District agrees to cooperate with Montgomery County ESC in the performance of Montgomery County ESC's duties and obligations hereunder.

**3. COMPENSATION**

- a. Based on the estimated cost of the services provided by the Montgomery County ESC, as provided above, the District agrees to pay the Montgomery County ESC the amount of \$81,000.00 pursuant to R.C. 3313.845 or applicable law. Both the District and the Montgomery County ESC understand and agree that this amount is based on estimated costs only and shall be modified pursuant to Section 3(c) of this Agreement.
- b. The District agrees to make payment in the amount listed in Section 3(a) to the Montgomery County ESC. The Montgomery County ESC will provide the District with an invoice for services hereunder on a quarterly basis. Payment is due within 30 days of the District's receipt of each invoice.
- c. Reconciliation of actual costs for said services shall be made at the end of the fiscal year with the final bill representing the actual/adjusted bill for services.

**4. LICENSURE/CERTIFICATION**

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

**5. MANNER OF PROVIDING SERVICES**

In performing the Services, the Montgomery County ESC at all times shall exercise independent professional judgment and shall determine the manner by which the Services are to be rendered. Except as otherwise agreed by the parties, the individuals performing Services pursuant to this Agreement will at all times remain employees or contractors of the Montgomery County ESC and Montgomery County ESC shall be solely responsible for all payroll functions, including retirement system contributions and all other legal withholding and/or payroll taxes, with respect to its employees. Unless otherwise agreed by the parties, Montgomery County ESC will be responsible for the training and direct supervision of its employees when they are providing Services to the District. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of

Montgomery County ESC. At the discretion of Montgomery County ESC, personnel who are assigned by Montgomery County ESC to provide Services may also be assigned to provide services unrelated to the District (i.e., such personnel need not be exclusively assigned by Montgomery County ESC to provide Services hereunder).

#### 6. CRIMINAL RECORDS CHECKS ON EMPLOYEES

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

#### 7. EVALUATIONS

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

#### 8. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

- a. The District and Montgomery County ESC acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the District and Montgomery County ESC agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.
- c. The parties acknowledge that under the terms of this Agreement they may be exchanging personally identifiable student information. Each party agrees that it shall not, and shall ensure that its respective employees, contractors, subcontractors, representatives or agents do not, access, use or disseminate any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of those laws or other law applicable to Montgomery County ESC or the District with respect to such information. Each party shall ensure that its respective employees, contractors, subcontractors, representatives or agents who are provided with access to personally identifiable student information will be trained in FERPA requirements and their duties to handle such information in compliance with those requirements.

#### 9. UNEMPLOYMENT

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

#### 10. FORCE MAJEURE

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

#### 11. ENTIRE AGREEMENT

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

**12. AMENDMENT**

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

**13. WAIVER OF BREACH**

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

**14. BINDING EFFECT**

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

**15. MEDICAID SCHOOL PROGRAM**

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

*Please sign and return this agreement to the Treasurer, Montgomery County Educational Service Center.*

**For Eaton Community Schools:**

\_\_\_\_\_  
Superintendent's Signature                      Date

\_\_\_\_\_  
Treasurer's Signature                      Date

**For Montgomery County ESC:**

\_\_\_\_\_  
Superintendent's Signature                      Date

\_\_\_\_\_  
Treasurer's Signature                      Date