

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingworth East Elementary**  
**August 12, 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. Executive Session**

To consider the employment of a public employee or official.

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 July 8, 2024 Regular Board Meeting.
2. Submission of Warrants for July.
3. Submission of Financial Report for July.
4. Submission of Investment Report for July.
5. Approve amending FY25 Permanent Appropriations.
6. Approve Investment of Interim Monies Report.
7. Approve transfer of \$396,171.31 from 001-0000 to 001-9413 Set Aside Instructional Material.

8. Approve transfer of \$396,171.31 from 001-0000 to 001-9414 Set Aside Capital Improvements.
9. Approve transfer of \$12,500.00 from 001-9414 to 003-9903 Track Improvements.
10. Approve transfer of \$31,000.00 from 001-9414 to 003-9904 Field Improvements.
11. Approve moving Keri Osswald to Masters +15 on the salary schedule.
12. Approve return of advance of \$22, 919.42 to 001-0000 General Fund from 572-9224 Title I.
13. Approve return of advanced of \$15,390.35 to 001-0000 General Fund from 584-9224 Title IV-A
14. Approve return of advance of \$3,475.81 to 001-0000 General Fund from 590-9224 Title II-A.
15. Approve return of advance of \$19,035.14 to 001-0000 General Fund from 584-9324 Stronger Connections Grant.
16. Approve Then and Now Purchase Order to Frost, Brown & Todd for \$8,388.39 with funds available then, June 1, 2024 and now for legal 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 L 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. Nancy Overton, Cafeteria Worker, resignation for the purpose of retirement, effective September 1, 2024.
2. Kristina Curtin, Teacher, resignation effective August 2, 2024.

**B. Employment – Long Term Substitute Teachers**

The Administration recommends the employment of the following personnel as long-term substitute teachers on a one-year limited contract for the 2024-2025 school year (July 1, 2024 – June 30, 2025). Employment contingent upon completion of all local and state requirements, including but not limited to background checks and appropriate license. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

1. Mercedes Farmer

**C. Employment – Certified Staff – Rescind Resolution**

The Administration recommends approval to amend Resolution 2425-004, Item V.C.1., Employment - Certified Staff from a one (1) year limited contract to a long-term substitute for a one (1) year limited contract for the 2024-2025 school year (July 1, 2024- June 30, 2025).

**D. Employment Certified Staff – Mentors**

The Administration recommends the following mentors for the 2024-2025 school year, to be paid \$600.00 for supporting first year teachers and resident educators. All mentors are receiving or have received the required State training.

1. Darcy Fitch
2. Jamie Floyd
3. Alexis Hunt
4. Kayla LaMontagne
5. Beverly Richardson
6. Andrew Sellers

**E. Employment – Certificated Staff Extra-Curricular Supplemental Contracts for the 2024-2025 School Year**

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. Kristin Schamel, Yearbook Advisor, Eaton Middle School

**F. Employment – Certificated Staff – Tutors**

The Administration recommends approval of all district teachers under contract to be tutors for the 2024-2025 school year on an as needed basis to provide after school tutoring. Compensation will be at the same hourly rate as home instruction tutor listed in the ECTA Negotiated Agreement

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

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2024-2025 school year, as certified by the Preble County Educational Service Center.

Kristopher L. Baker  
Kimberlee Barney  
Nancy Briley  
Wendy Chesney  
Kenneth Christello  
Keith Cooley  
Melissa Dare  
Pam Dittner  
Jennifer Eby  
Marilee Fourman  
Verna Fudge

Seth Hague  
Janette Hamilton-Sosa  
Victoria Howard  
Lisa A. Jones  
Robert Lucas  
Glen Mabry  
Tiffany Marit  
Donna Mathews  
Kathleen McCreary  
Randy McKinney  
Mary Mendenhall

Daryl Michael  
Belinda Moormeier  
Tyler Pittman  
Mark Silvers  
Kelly D. Smith  
Rachel Parks Snell  
Salvador Sosa Fuentes  
Marcia Sullender  
Elaine Wappenstein  
Henry D. Wilson  
Amy Zimmer

**H. Employment – Classified Staff**

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

1. Heather Broomhall, Health Aide
2. Amanda Thompson, Educational Aide

**I. 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. Roger Henderson

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

The following positions have 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 this nominee 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. Tyson Perkins, High School Assistant Football, (1/2 stipend).

**K. Employment of Non-certificated Extracurricular Position – Rescind Resolution**

The Administration recommends approval to amend Resolution 2425-004, Item V.H.1., Employment of Non-certificated Extracurricular Positions for the 2024-2025 school year to reflect Jeffrey Lensch, Reserve Boys Soccer Coach to ½ stipend.

**L. Volunteers**

The Administration recommends approval of the following volunteers for the 2024-2025 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Nathan Clark, Cross Country Volunteer
2. Brad Moore, Middle School Football Volunteer
3. Tyler Pittman, HS Girls Soccer Volunteer
4. Gerald Cornett, HS Volleyball Volunteer
5. Ann Haber, HS Volleyball Volunteer
6. Shaylen Perry, HS Volleyball Volunteer

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

Discussion

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

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

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

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2024-2025 school year, as certified by the Preble County Educational Service Center.

1. Clayton Kiracofe
2. H. Laura Hiner
3. Eric Kiracofe
4. Allie Plaugher
5. Christine Salyers
6. Amanda Thompson
7. Abbie Bryant

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 N through V are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the “Consent Agenda Items” and voted on separately.

#### **N. Donations**

The Administration recommends acceptance of the following donations.

1. Energizer, LLC, 1650 ea. containers of Armor All Cleaning Wipes

#### **O. Approval of the 2024-2025 Graduation Date and Time**

The Administration recommends that the 2024-2025 Eaton High School Graduation Ceremony be held at Eaton High School on Saturday, May 31, 2025.

#### **P. Approval of Bus Routes and Walk Zones**

The Administration recommends approval of bus routes and walk zones for the 2024-2025 school year as submitted by the Director of Operations. Bus Routes and Walk Zones are subject to change based on student and/or district needs. Bus Routes are on file in the Transportation Department Office.

#### **Q. Approval of Interscholastic Participation**

The Administration recommends approval for interscholastic participation in the following Ohio High School Athletic Association sponsored post-season tournament events for the 2024-2025 school year. Additionally, the Administration recommends the approval of any in-state overnight trips that are deemed necessary and approved by the administration as they relate to the participation in one of the OHSAAs sponsored tournaments listed. In such circumstance, the Administration recommends approval of such overnight trip to begin no earlier than 1 day prior to the listed tournament start date and return no later than 1 day following the conclusion of the listed tournament end date, (Attachment A).

#### **R. Agreement with the City of Eaton**

The Administration recommends approval of the agreement with the City of Eaton for the use of Fort St. Clair for athletics for the 2024-2025 school year, (Attachment B).

#### **S. Agreements with Montgomery County Educational Service Center**

The Administration recommends the approval of four (4) agreements for the 2024-2025 school year for services from the Montgomery Educational Service Center.

1. Hearing/Audiology, retroactive to July 1, 2024, (Attachment C).
2. Low Vision/Orientation & Mobility, retroactive to July 1, 2024, (Attachment D).
3. Gifted Supervision, retroactive to July 1, 2024, (Attachment E).
4. EL Supervision, retroactive to July 1, 2024, (Attachment F).

**T. Agreement with GCL Educational Services, LLC**

The Administration recommends the approval of the agreement with GCL Educational Services, LLC, (Attachment G).

**U. Agreements with South Community, Inc.**

The Administration recommends approval of the listed agreements with South Community, Inc. to provide needed services for the 2024-2025 school year.

1. Mental health services to students, (Attachment H).
2. Specialized Day Treatment Services, (Attachment I).
3. Memorandum of Agreement for services provided, (Attachment J).

**V. Board Policy Updates**

The Administration recommends the first reading of the following Board policies, (Appendix A).

1. Policy 2623 – Student Assessment and Academic Intervention Services
2. Policy 2623.02 – Third Grade Reading Guarantee
3. Policy 3120.04 – Employment of Substitutes
4. Policy 3140 – Termination and Resignation
5. Policy 4124 – Employment Contract
6. Policy 4140 – Termination and Resignation
7. Policy 5310 – Health Services
8. Policy 8600 – Transportation
9. Policy 8600.04 – Bus Driver Certification
10. Policy 8640 – Transportation for Non-Routine Trips
11. Policy 8650 – Transportation by Vehicles Other Than School Buses
12. Policy 8660 – Incidental Transportation of Students by Private Vehicle

**W. Obsolete Items**

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

1. Cleveland Food Steamer, 24CGP10, WC85397-04D-01, East Elementary
2. Wheelchair, High School, tag #12027

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

Discussion

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

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

## **VI. Additional New Business**

### **X. Authorization to Operate School Van**

The Administration recommends authorization for the following employees to operate a school van to transport students during the 2024-2025 school year, pending completion of all state and local requirements.

1. Lora Maxel

Motion by \_\_\_\_\_, seconded 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 Y through Z 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.

### **Y. Overnight Student Travel**

The Administration recommends approval of the following overnight student travel.

1. High School Cross Country Team to Findlay, OH from September 7-8, 2024 to participate in the Seneca East Invitational.

### **Z. Agreement with Preble County Educational Service Center**

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

1. Contract for Professional Services, (Attachment K).

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



Discussion

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

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

**AA. Executive Session (if necessary)**

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.

**VII. 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 Meeting**

Meeting: Regular Board Meeting  
Date/Time: Monday, September 9, 2024 – 6:00 p.m.  
Location: East Elementary School

Meeting: Regular Board Meeting  
Date/Time: Monday, October 7, 2024 – 6:00 p.m.  
Location: East Elementary School

## ATTACHMENT A

### 2024-2025 OHSAA Tournament Dates

#### Baseball

Sectional	5/19-5/24
District	5/26-5/31
Regional	6/4-6/5
State	6/13-6/15

#### Girls Basketball

Sectional	2/10-2/15*
District	2/17-2/22
Regional	2/24-3/2
State	3/3-3/15

\*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

#### Boys Basketball

Sectional	2/17-2/22*
District	2/24-3/1
Regional	3/3-3/9
State	3/10-3/23

\*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

#### Cross Country

District	10/19
Regional	10/26
State	11/2

#### Football

Reg. Quarter	11/8
Reg. Semi.	11/15
Reg. Finals	11/22
State Semi.	11/29
State Final	12/5-12/7

#### Golf

Sectionals	9/18-9/28
Districts	9/30-10/8
State	10/13-10/15

#### Soccer

Sectional	10/15-10/19*
District	10/22-10/26
Regional	10/29-11/2
State	11/5-11/9

\*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

#### Softball

Sectional	5/10-5/17
District	5/19-5/24
Regional	5/28-5/31
State	6/5-6/7

## 2024-2025 OHSAA Tournament Dates

### Swimming and Diving

Sectional	2/3-2/8
District	2/10-2/15
State	2/19-2/22

### Girls Tennis

Sectional	9/30-10/5*
District	10/7-10/12
State	10/17-10/18

\*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

### Boys Tennis

Sectional	5/12-5/17*
District	5/19-5/24
State	5/29-5/30

\*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

### Track and Field

District	5/19-5/24
Regional	5/26-5/31
State	6/6-6/7

### Volleyball

Sectional	10/14-10/19*
District	10/21-10/26
Regional	10/28-11/2
State	11/7-11/9

\*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

### Wrestling

Ind Sectional (Boys)- Ind Pre Regionals (Girls)	2/17-2/22
Individual District (Boys) Ind Regionals (Girls)	2/24-3/1
Individual State	3/7-3/9

\*Denotes 3-day event to begin no sooner than specified date

ATTACHMENT B

**FACILITIES AGREEMENT  
FORT ST. CLAIR  
Eaton Community Schools Cross Country Teams 2024**

This Agreement is entered into this \_\_\_\_ day of August, 2024, by and between the CITY OF EATON, State of Ohio, whose mailing address is 328 N. Maple Street, P.O. Box 27, Eaton, Ohio, 45320, hereinafter referred to as "City" by the authority of the Eaton City Manager, Brad Collins, as provided in the Codified Ordinances of the City of Eaton, Ohio, and the EATON COMMUNITY SCHOOL BOARD, on behalf of the Eaton Community Schools Cross Country Teams, whose mailing address is 600 Hillcrest Drive, Eaton, Ohio 45320, hereinafter referred to as "User," by the authority of the Eaton Community Schools, through its Board of Education President, Lisa Noble and its Superintendent of Schools, Jeff Parker.

WITNESSETH, that for the mutual promises contained herein, the parties do hereby agree as follows:

**1. CITY'S OBLIGATIONS:**

- A. The City hereby agrees to permit User to use Fort St. Clair Park (hereinafter "Park") for the following dates and times:
  - i. Eaton High School and Middle School Cross Country teams home meets as set forth on the attached schedule marked as Exhibit 1; and
  - ii. All practices for the Cross Country teams as scheduled on Monday through Saturday.
- B. The City shall not be responsible for providing any necessary personnel, supplies or materials to the User for any of its functions.

**2. USER'S OBLIGATIONS:**

- A. User hereby agrees to leave the entire Premises, including the parking lots, in a clean and orderly fashion, free of all debris and litter. If User fails to comply with the provisions set forth herein and the City is forced to utilize its own employees to return the Complex to a clean and orderly state, User will be responsible for the expense of the same. User hereby agrees to so reimburse City for the use of the City's employees within thirty (30) days of receipt of an invoice from the City. Any invoice more than fifteen (15) days past due shall be charged five percent (5%) interest for each fifteen (15) day period such invoice is past due.
- B. User agrees not to erect or build any type of display that will destroy and/or damage the grounds or turf in any way without prior approval from the City.
- C. User agrees to abide by the instructions as to the use of the Park.

## ATTACHMENT B

- D. User hereby agrees that it is responsible for its own functions and must obtain necessary and needed personnel, materials and supplies at its own expense.
  - E. User hereby agrees that it will indemnify and hold harmless the City, its officers, agents and employees from any and all liability of every kind, nature or description, arising out of any and all claims, demands, lawsuits or judgments, which may be brought by any persons, firms or corporations against the City, its officers, agents and employees, by reason of any and all accidents or incidents of every kind and description, occurring anywhere on the Park premises, which may occur or arise out of User's or its invitees use of the Park.
  - F. Upon the request of User, subject to provision 1(A) above, the City shall consider the usage of the Park by User for additional dates as requested. Any additional or rescheduled Park usage shall occur only upon the mutual agreement of the parties.
3. **TERM:** This Agreement shall be in effect from the date first written above until November 4, 2024.
4. **TERMINATION:** Upon the breach of any condition or term of this Agreement by User, City may terminate this Agreement immediately upon written notice to User.
5. **MISCELLANEOUS:**
- A. Neither City nor User shall assign, sublet or transfer their interest in this Agreement without the express written consent of the other party.
  - B. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, both written and oral.
  - C. This Agreement may be amended or modified upon the written agreement of the parties, as evinced by an Addendum to this Agreement.
  - D. This Agreement and all rights and obligations of the parties hereunder shall be construed and governed by the laws of the State of Ohio. To the extent that any provision of this Agreement is held to be invalid, that provision shall be deemed deleted and the remaining provisions shall remain in full force and effect.
  - E. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.
  - F. Each party warrants that the individual signing this Agreement on behalf of such party has the authority to enter into this Agreement and to bind the principal in whose behalf he or she signs.

ATTACHMENT B

Witness our signatures on the date first above written.

Eaton Community School Board

City of Eaton, State of Ohio

By: \_\_\_\_\_  
Lisa Noble – President, Board of Education

By: \_\_\_\_\_  
Brad Collins – City Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Eaton Community Schools

By: \_\_\_\_\_  
Jeff Parker, Superintendent

\_\_\_\_\_  
Witness

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan L. Brunk  
Director of Law – City of Eaton

## SERVICE AGREEMENT

2024-2025 School Year

This AGREEMENT shall serve as a contract between the Eaton Community School District ("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:

#### Hearing/Audiology

- b. MCESC agrees to provide services, and the District agrees to pay Montgomery County ESC, based on the percentage of the full time equivalent ("FTE") of the staff member(s) necessary to perform all required services under this Agreement. Such services include but not limited to direct service minutes as determined by the student's IEP/504/Intervention Plan, service provider travel time and mileage, attendance at IEP/ETR/Intervention Plan meetings, consultation with staff and/or families, service provider lesson preparation, staff training based on student need such as assistive technology and/or equipment (including equipment items for trial or loan) and any other direct or indirect services requested by the District pursuant to this Agreement. Montgomery County ESC agrees to provide **20 percent** of an FTE to provide the services required hereunder. The percentage of FTE will be billed on a quarterly basis in a minimum of one-hour increments.
- c. The District may request additional service time throughout the school year as needed and Montgomery County ESC will make reasonable efforts to increase the percentage of an FTE as requested. The cost of the increased services will be adjusted at the end of the fiscal year. Notwithstanding the requirements of Paragraph 12 below, adjustments of the FTE under this paragraph will not require a written amendment to this Agreement to be binding upon the parties.

### 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 **\$33,613.00** 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.



## ATTACHMENT C

- 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

## ATTACHMENT C

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.*

<b>For Eaton Community School District:</b>			
Superintendent's Signature	Date	Treasurer's Signature	Date
<b>For Montgomery County ESC:</b>			
Superintendent's Signature	Date	Treasurer's Signature	Date



**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:

**Low Vision/Orientation & Mobility**

- b. MCESC agrees to provide services, and the District agrees to pay Montgomery County ESC, based on the percentage of the full time equivalent ("FTE") of the staff member(s) necessary to perform all required services under this Agreement. Such services include but not limited to direct service minutes as determined by the student's IEP/504/Intervention Plan, service provider travel time and mileage, attendance at IEP/ETR/Intervention Plan meetings, consultation with staff and/or families, service provider lesson preparation, staff training based on student need such as assistive technology and/or equipment (including equipment items for trial or loan) and any other direct or indirect services requested by the District pursuant to this Agreement. Montgomery County ESC agrees to provide 2.5 percent of an FTE to provide the services required hereunder. The percentage of FTE will be billed on a quarterly basis in a minimum of one-hour increments.
- c. The District may request additional service time throughout the school year as needed and Montgomery County ESC will make reasonable efforts to increase the percentage of an FTE as requested. The cost of the increased services will be adjusted at the end of the fiscal year. Notwithstanding the requirements of Paragraph 12 below, adjustments of the FTE under this paragraph will not require a written amendment to this Agreement to be binding upon the parties.

**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 \$4,201.63 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.

## ATTACHMENT D

- 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



## ATTACHMENT D

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.*

<b>For Eaton Community School District:</b>			
Superintendent's Signature	Date	Treasurer's Signature	Date
<b>For Montgomery County ESC:</b>			
Superintendent's Signature	Date	Treasurer's Signature	Date



**Visionary Leaders Providing  
Exemplary Service**



## ATTACHMENT E

### 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:

**Gifted Supervision – 45 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 **\$33,750.00** 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

200 South Keowee Street | Dayton, Ohio 45402

f @MontgomeryCountyESC | t @MCESC



## ATTACHMENT E

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.

## ATTACHMENT E

### 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



**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:

**EL Supervision – 15 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 \$12,000.00 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

## ATTACHMENT F

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.



## ATTACHMENT F

### 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

# ***GCL Education Services, LLC.***

## ***LEAP Program***

166 2<sup>nd</sup> Street N.W. Barberton, Ohio 44203

**Phone:** (234) 678-5488 **Fax:** (234) 678-5489 **Website:** [www.theleapprogram.net](http://www.theleapprogram.net)

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### ***Day Treatment-Purchase Service Agreement 2024-2025 School Year***

**Student:** [REDACTED]

THIS AGREEMENT is entered into between the **Eaton Community Schools** (hereafter "the financially responsible District") and **GCL Education Services, LLC.** A special needs/ At risk Education Company, for the sole purpose of providing education services in accordance with placement at the "Leap Program" via The Village Network Residential Treatment Program.

WHEREAS, Ohio Revised Code 3323.08 authorizes a district or court to place a child in a private school or private residential treatment center.

WHEREAS, Student(s) from **Eaton Community Schools** will be attending GCL Education Services, LLC. "Leap Program".

#### **THE PARTIES AGREE AS FOLLOWS:**

The above District will pay GCL Education Services, LLC. a per diem rate of **\$180** per student, after services rendered, including teacher in service and calamity days.

1. GCL Education Services, LLC. and the District agree to exchange all relevant records pertaining to the identified student, including but not limited to Multifactor Evaluation, re-evaluations, current and past IEP'S, report cards, progress reports, transcripts, assessments, discipline records, and any other information/ records needed for GCL Educational Services LLC. and/or the above school district to fulfill their educational obligations to the above identified student.
2. The above District will have access to the above-identified student's education records for the purpose of monitoring the students' educational progress. At minimum, GCL Education Services, LLC. will provide any changed and or/updated IEP information, student attendance, Discipline records, assessment data, interim progress monitoring and other relevant information on a quarterly basis to the above-named district contact.
3. The term of this agreement will not exceed one (1) year and will automatically expire at the end of the 2024-2025 school year (6/2/25).
4. In the event the student's educational needs are no longer the financial responsibility of the above-named school district, the parties respective obligations under this agreement for the student above will cease as of the last day the student is attending the Leap Program. The above district will be invoiced monthly.

ATTACHMENT G

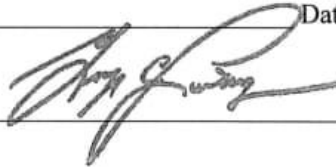
Page 2

5. GCL Education Services, LLC. acknowledges and agrees the above identified students will not be considered "enrolled" in the Leap Program for the purpose of average daily membership or federal or state funding and the above identified student will be enrolled with the above identified District.
6. GCL Education Services, LLC. And the above District will collaborate on the development of an IEP acceptable to all IEP team members and parties if applicable.
7. GCL Education Services, LLC. reserves the right to take immediate action, without district permission, in situations where a student, by act or omission, poses a risk of injury, harm or other danger to him/herself or others. Such action may include, but is not limited to immediate dismissal from GCL Education Services, LLC. Leap Program, emergency referral to psychiatric or other institutional healthcare providers, and/ or securing assistance from local law enforcement authorities. The above District will be promptly informed of such an event.
8. Additional Services, IE: Speech Therapy, Occupational Therapy, Physical Therapy and Psychological Services will be provided by an outside agency that will be billed separately.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

District Representative: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

GCL Education Services, LLC.  
George Linberger: Leap President



Date: 7/25/24

Please send signed contract to  
GCL Education Services, LLC.  
166 2<sup>nd</sup> Street NW  
Barberton, Ohio 44203 or email to:  
mikaela@theleaprogram.net

AGREEMENT BETWEEN SOUTH COMMUNITY, INC. AND  
**EATON COMMUNITY SCHOOLS**

This Agreement, made on the \_\_\_\_ day of July, 2024 by and between South Community Inc., an Ohio nonprofit corporation ("South Community") and **EATON COMMUNITY SCHOOLS** is entered into for the mutual benefit of each.

WHEREAS, **EATON COMMUNITY SCHOOLS** provides educational programming to students ("Students"), some of whom need the services of mental health professionals; and

WHEREAS, South Community is capable of providing mental health services to such students.

NOW, THEREFORE, the parties agree as follows:

1. **Term of Agreement:** This Agreement will be in effect for the 2024 – 2025 school year (July 1, 2024 through June 30, 2025).
2. **Termination:** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions or services occurring prior to the effective date of the termination.
3. **Personnel to be Provided:** South Community will provide four (4) full-time licensed mental health professionals (therapists), and (2) Case Managers performing services pursuant to this Agreement. South Community personnel will abide by the policies and procedures for staff of **EATON COMMUNITY SCHOOLS** regarding personal conduct, dress code, and the like. The work schedule of such personnel will be consistent with **EATON COMMUNITY SCHOOL'S** schedule. However, personnel providing services under this Agreement will at no time be considered employees of **EATON COMMUNITY SCHOOLS** for any purpose, and are not covered by **EATON COMMUNITY SCHOOLS'** worker's compensation or unemployment insurance. Such staff will be employed by South Community and will report to a Program Manager employed by South Community. Any issues with staff should be reported by **EATON COMMUNITY SCHOOLS** to South Community's Chief Operations Officer. Should South Community need to hire additional staff to fulfill its commitments under this Agreement, South Community will seek the approval of **EATON COMMUNITY SCHOOLS** for such new staff.
4. **Personnel Qualifications:** South Community will supply **EATON COMMUNITY SCHOOLS** with personnel who meet the following criteria:
  - a) Possess current licensure as applicable and appropriate for the services provided to Students.

## ATTACHMENT H

- b) Successfully complete a criminal background check of both Ohio (BCI) and federal (FBI) criminal records systems, with documentation presented to **EATON COMMUNITY SCHOOLS** prior to commencement of services under this Agreement.
5. **Services and Documentation:** Personnel will be provided pertinent student referral information and therapy services will be provided on **EATON COMMUNITY SCHOOLS** premises. Services include assessment, treatment planning, therapeutic interventions, crisis intervention and collaboration with teachers, families and others as identified. These obligations will survive the termination of this Agreement and will survive the services of personnel under this Agreement.
6. **Insurance:** **EATON COMMUNITY SCHOOLS** and South Community will each maintain at their sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of each entity's employees, contractors and agents which may give rise to liability in connection with the services under this Agreement.
7. **Compensation:** South Community will supply Personnel under this Agreement at the following rates:
- |                             |                  |
|-----------------------------|------------------|
| Mental Health Professionals | \$49.00 Per Hour |
| Case Managers               | \$40.50 Per Hour |
- The total cost for therapy services for the 2024 – 2025 school year will not exceed \$99,552.00. South Community will invoice **EATON COMMUNITY SCHOOLS** in ten (10) installments of \$9,955.20 each, which will be payable upon receipt.
8. **Increase in Services:** Based on mutual agreement between **EATON COMMUNITY SCHOOLS** and South Community, the total hours worked under this Agreement can be increased. Additional hours will be billed at \$49.00 per hour for mental health professionals and \$40.50 per hour for Case Managers. South Community will make its best effort to accommodate any requested expansion of the program.
9. **Independent Contractors:** **EATON COMMUNITY SCHOOLS** and South Community are independent legal entities. Nothing in this Agreement shall be deemed or construed to create the relationship of employer and employees, principal and agent, joint venture, partnership, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither party shall have any authority to incur any obligation on behalf of the other party or to make any promise, representation or contract of any nature on behalf of the other party.

## ATTACHMENT H

10. **Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld.
11. **Renewal:** This Agreement shall be reviewed by **EATON COMMUNITY SCHOOLS** and South Community on an annual basis on or before April 1 for the purpose of a renewal recommendation. Rates for the year of a renewal shall not increase from the preceding year by more than three percent (3%). This Agreement will be non-renewed upon written notice delivered by one party to the other on or before May 1<sup>st</sup> of the intended last term of the Agreement.
12. **Notices:** Any notice or demand required under this Agreement will be in writing and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.  
  

Director of Student Services EATON COMMUNITY SCHOOLS	Chief Operations Officer South Community, Inc. 3095 Kettering Boulevard Dayton, OH 45439
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13. **Entire Agreement:** This Agreement constitutes the entire contract between South Community and **EATON COMMUNITY SCHOOLS** regarding the services to be provided hereunder. Any amendments to this Agreement will be effective when made in writing and signed by duly authorized representatives of both parties.
14. **Compliance with Laws:** South Community and **EATON COMMUNITY SCHOOLS** agree that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state and/or local laws and regulations.
15. **Severability:** In the event that one or more provisions of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
16. **Governing Law, Jurisdiction:** This Agreement will be construed according to, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.
17. **Liability:** Each of the parties to this Agreement has the status of an independent contractor. Each party agrees to be responsible for fulfilling its respective responsibilities under this Agreement and to be responsible for its own liability, loss, expense, attorneys' fees, or claims for injury or damages caused by,



ATTACHMENT H

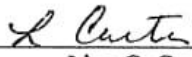
or resulting from the negligent acts or omissions of the party, its officers, agents, employees, or students, that occur during the performance of this Agreement.

Neither party shall be liable for any special, consequential, incidental, or punitive damages, whether arising in contract, negligence, tort or strict liability, even if advised of the possibility of such damages. Neither party waives any immunities available to them.

The parties agree to cooperate with each other to insure the successful implementation of this Agreement.

IN WITNESS WHEREOF, South Community and **EATON COMMUNITY SCHOOLS**, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

SOUTH COMMUNITY INC.

By   
Lisa G. Carter, President/CEO

Date Signed 7/15/24

EATON COMMUNITY SCHOOLS DISTRICT  
BOARD OF EDUCATION

By \_\_\_\_\_  
Superintendent

Date Signed \_\_\_\_\_

ATTACHMENT I

AGREEMENT BETWEEN SOUTH COMMUNITY, INC. AND  
EATON COMMUNITY SCHOOLS

This Agreement, made on the 8<sup>th</sup> day of July, 2024 by and between South Community Inc., an Ohio nonprofit corporation ("South Community") and EATON COMMUNITY SCHOOLS is entered into for the mutual benefit of each.

WHEREAS, EATON COMMUNITY SCHOOLS provides educational programming to students ("Students"), some of whom need the services of mental health professionals; and

WHEREAS, EATON COMMUNITY SCHOOLS desires to have Specialized Day Treatment Programming for a maximum of twelve (12) students identified as benefitting from Day Treatment;

WHEREAS, SOUTH COMMUNITY desires to provide Specialized Day Treatment services to a maximum of twelve (12) identified students of EATON COMMUNITY SCHOOLS;

NOW, THEREFORE, the parties agree as follows:

1. **Term of Agreement:** This Agreement will be in effect for the 2024 2025 school year (July 1, 2024 through June 30, 2025).
2. **Termination:** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions or services occurring prior to the effective date of the termination.
3. **Personnel to be Provided:** South Community will provide EATON COMMUNITY SCHOOLS one (1) Program Manager and two (2) full-time licensed mental health professionals (therapists), performing services pursuant to this Agreement. South Community personnel will abide by the policies and procedures for staff of EATON COMMUNITY SCHOOLS regarding personal conduct, dress code, and the like. The work schedule of such personnel will be consistent with EATON COMMUNITY SCHOOLS school schedule. However, personnel providing services under this Agreement will at no time be considered employees of EATON COMMUNITY SCHOOLS for any purpose, and are not covered by EATON COMMUNITY SCHOOLS worker's compensation or unemployment insurance. Such staff will be employed by South Community and will report to a Program Manager employed by South Community. Any issues with staff should be reported by EATON COMMUNITY SCHOOLS to South Community's Chief Operations Officer. Should South Community need to hire additional staff to fulfill its commitments under this Agreement, South Community will seek the approval of EATON COMMUNITY SCHOOLS for such new staff.

## ATTACHMENT I

4. **Personnel Qualifications:** South Community will supply EATON COMMUNITY SCHOOLS with personnel who meet the following criteria:
  - a) Possess current licensure as applicable and appropriate for the services provided to Students.
  - b) Successfully complete a criminal background check of both Ohio (BCI) and federal (FBI) criminal records systems, with documentation presented to EATON COMMUNITY SCHOOLS prior to commencement of services under this Agreement.
5. **Services and Documentation:** Personnel will be provided pertinent student referral information and Day Treatment Services will be provided on EATON COMMUNITY SCHOOLS premises. Services include assessment, treatment planning, therapeutic interventions, crisis intervention and collaboration with teachers, families and others as identified. These obligations will survive the termination of this Agreement and will survive the services of personnel under this Agreement.
6. **Insurance:** EATON COMMUNITY SCHOOLS and South Community will each maintain at their sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of each entity's employees, contractors and agents which may give rise to liability in connection with the services under this Agreement.
7. **Compensation:** South Community will supply Personnel under this Agreement at the following rates:

Partial Cost for the program based on a Per Diem Cost of	\$140.51	Per Day for no more than three (3) non-Medicaid Students
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The total cost will not exceed \$69,552.45. South Community will invoice EATON COMMUNITY SCHOOLS each invoice, which will be payable upon receipt.
8. **Increase in Services:** Based on mutual agreement between EATON COMMUNITY SCHOOLS and South Community, Additional Non-Medicaid Students to participate in Specialized Day Treatment would be billed at \$140.51 per day. SOUTH COMMUNITY will make its best effort to accommodate any potential expansion of the program.
9. **Independent Contractors:** EATON COMMUNITY SCHOOLS and South Community are independent legal entities. Nothing in this Agreement shall be deemed or construed to create the relationship of employer and employees, principal and agent, joint venture, partnership, or any relationship other than

## ATTACHMENT I

that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither party shall have any authority to incur any obligation on behalf of the other party or to make any promise, representation or contract of any nature on behalf of the other party.

10. **Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld.
11. **Renewal:** This Agreement shall be reviewed by EATON COMMUNITY SCHOOLS and South Community on an annual basis on or before April 1 for the purpose of a renewal recommendation.

Rates for the year of a renewal shall not increase from the preceding year by more than three percent (3%). This Agreement will be non-renewed upon written notice delivered by one party to the other on or before May 1<sup>st</sup> of the intended last term of the Agreement.

12. **Notices:** Any notice or demand required under this Agreement will be in writing and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Director of Student Services  
EATON COMMUNITY SCHOOLS

Chief Operations Officer  
South Community, Inc.  
3095 Kettering Boulevard  
Dayton, OH 45439

13. **Entire Agreement:** This Agreement constitutes the entire contract between South Community and EATON COMMUNITY SCHOOLS regarding the services to be provided hereunder. Any amendments to this Agreement will be effective when made in writing and signed by duly authorized representatives of both parties.
14. **Compliance with Laws:** South Community and EATON COMMUNITY SCHOOLS agree that all services provided pursuant to this Agreement shall be performed in compliance with all applicable Federal, State and/or Local laws and regulations.
15. **Severability:** In the event that one or more provisions of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
16. **Governing Law, Jurisdiction:** This Agreement will be construed according to, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.

ATTACHMENT I


17. **Liability:** Each of the parties to this Agreement has the status of an independent contractor. Each party agrees to be responsible for fulfilling its respective responsibilities under this Agreement and to be responsible for its own liability, loss, expense, attorneys' fees, or claims for injury or damages caused by, or resulting from the negligent acts or omissions of the party, its officers, agents, employees, or students, that occur during the performance of this Agreement.

Neither party shall be liable for any special, consequential, incidental, or punitive damages, whether arising in contract, negligence, tort or strict liability, even if advised of the possibility of such damages. Neither party waives any immunities available to them.

The parties agree to cooperate with each other to insure the successful implementation of this Agreement.

IN WITNESS WHEREOF, South Community and EATON COMMUNITY SCHOOLSEATON COMMUNITY SCHOOLS, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

SOUTH COMMUNITY INC.

By   
Lisa G. Carter, President/CEO

Date Signed 7/8/24

EATON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

By \_\_\_\_\_  
Superintendent

Date Signed \_\_\_\_\_

South Community Inc  
**And**  
Eaton Community Schools

**MEMORANDUM OF AGREEMENT**

This non-binding memorandum is made between South Community Inc., an Ohio nonprofit corporation ("South Community") and Eaton Community Schools ("**EATON COMMUNITY SCHOOLS**") for the provision of behavioral health treatment services ("Services") for **EATON COMMUNITY SCHOOLS** students who have been identified for services and are attending a designated **EATON COMMUNITY SCHOOLS** school, by South Community for the period July 1, 2024 through June 30, 2025 (the "Term"). This memorandum constitutes only a statement of the good faith intentions of the parties with respect to the matters described herein and does not constitute a binding commitment on the part of any of the parties. A binding commitment with respect to the matters described herein will result only from the execution of a definitive agreement.

**Eaton Community Schools will:**

- ♦ Identify students at the designated schools needing services based on school data/information, discipline referrals, IAT referral and/or parent request;
- ♦ Ensure students continue to be referred throughout the school year to assist in maximizing the services and ensure services are available throughout the school year.
- ♦ Provide South Community staff reasonable access to students in order to provide the services; School personnel will facilitate the student's attendance at scheduled appointment;
- ♦ Provide South Community staff with a location in the school building, with telephone and internet access; and that has a desk, chair, and door to ensure that private therapy sessions can take place;
- ♦ Provide information to South Community reasonably necessary and helpful to enable South Community to provide the Services.
- ♦ Include South Community staff in all meetings and discussions reasonably pertinent to the intervention and/or treatment of a student receiving the South Community services;
- ♦ Work collaboratively and cooperatively with South Community staff to assist with the provision of the Services of the students and their caregivers and to resolve issues and situations as they arise;
- ♦ Assign an **EATON COMMUNITY SCHOOLS** building staff to serve as liaison to South Community to address any issues and to monitor **EATON COMMUNITY SCHOOLS'** performance under this Memorandum of Agreement;
- ♦ Permit parents to attend onsite counseling appointments as jointly determined by the therapist and school administrator;
- ♦ Set the initial appointment and encourage the parent's participation in the initial appointment;

## ATTACHMENT J

- ♦ Have a parent/legal guardian sign consent and releases allowing communication with South Community staff and school personnel;
- ♦ Participate in meetings with South Community in regards to work flow, referrals, and any other issues.

### **South Community will:**

- ♦ At a minimum provide four (4) full-time licensed mental health professional staff and two (2) case managers to provide the services to students at the designated school. The South Community staff member assigned to perform the Services will provide services on days and during hours mutually agreed upon with **EATON COMMUNITY SCHOOLS**;
- ♦ Consult and collaborate with **EATON COMMUNITY SCHOOL'S** personnel when appropriate to ensure appropriate care to students consistent with HIPAA Confidentiality Laws, FERPA and policies of South Community;
- ♦ Attend all scheduled meetings that will aid in the provision by South Community of appropriate and effective services to students;
- ♦ Work collaboratively and cooperatively with **EATON COMMUNITY SCHOOLS** school personnel to ensure the provision of appropriate, quality and effective Services;
- ♦ South Community's Program Manager will serve as a liaison between **EATON COMMUNITY SCHOOLS** and South Community to address any issues in connection with the Services;
- ♦ South Community's Program Director will monitor South Community's performance under this Memorandum of Agreement;
- ♦ Confirm Medicaid Eligibility;
- ♦ Participate in meetings in regard to work flow, referrals or other issues.
- ♦ Have a parent/legal guardian sign release allowing communication with South Community staff and school personnel;
- ♦ May travel to the home to ensure communication and necessary documentation is completed.

### **OUTCOMES/EVALUTION**

The parties will periodically evaluate the agreement and the Services during the Term so that data-driven decisions, programming and provisions of the agreement can be modified as needed, to improve service, student outcomes and continuation into the 2024-2025 school year.

### **INSURANCE:**

Both parties agree to maintain their own professional insurance as necessary and, in such amounts, necessary to protect their interests.

ATTACHMENT J

**TERMINATION**

This MOU may be terminated by either party giving sixty (60) working days written notice to the other. This agreement may be renegotiated at anytime by mutual agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on this 15<sup>th</sup> day of July, 2024.

Signatures for South Community Inc. and for Eaton Community Schools:

*L. Carter*  
Chief Executive Officer  
South Community Inc.

7/15/24  
Date

\_\_\_\_\_  
Superintendent  
Eaton Community Schools

\_\_\_\_\_  
Date



ATTACHMENT K

CONTRACT FOR PROFESSIONAL SERVICES

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

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

**Agrees** to employ eight (8) certified teachers on a substitute, when called as needed basis, beginning July 1, 2024 and ending June 30, 2025 School Year. The certified teachers will serve as tutors as assigned by Eaton Community Schools.

The Eaton Community Schools, agrees to pay the

**Sum** of approximately, One Hundred Sixty-Seven Thousand Eight Hundred Fifty-Six and 00/100 Dollars (\$167,856.00) according to the estimated budget that is attached. Any additional or follow up costs to this employment (i.e., workers compensation or unemployment expenses) that is incurred by the PCESC will also be included.

The Preble County Educational Service Center will invoice the Eaton Community Schools monthly. Payment for providing the Substitute Classroom Para-Teacher will be processed upon receipt of an invoice provided by PCESC and payment made within 30 days of receipt of the invoice.

by **Eaton Community Schools**

by **Preble County Educational Service Center**

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

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

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT K

### ATTACHMENT

#### **SUBSTITUTE PARA- TEACHER**

Salary per hour	\$22.00
Total cost per hour	\$26.90
Number of hours*	<u>6,240</u>
Total cost	<u>\$167,856.00</u>

\*6 Tutors at 26 hours per week for 32 weeks

2 Tutors at 19.5 hours per week for 32 weeks