

# EATON BOARD OF EDUCATION REGULAR MEETING

## Google Meet Live Stream

May 11, 2020

6:00 p.m.

### I. Opening of the Meeting

A. Call to order – President

B. Roll Call

E. Beeghly \_\_\_\_\_ D. Durham \_\_\_\_\_ B. Myers \_\_\_\_\_ L. Noble \_\_\_\_\_ T. Parks \_\_\_\_\_

C. Pledge of Allegiance

D. Recognition of Employee Achievement

The Eaton Board of Education and Administration wishes to recognize the following educators who have completed the Resident Educator Program and received their five-year professional license, and commend them on their dedication to the educational process:

Lauren Duvall  
Stacey Webb

Additionally, the Eaton Board of Education and Administration wishes to recognize the following educators who have passed the Resident Educator Summative Assessment in year 3 of the program

Shelby Bulach  
Jana Haddix  
Derek Lucas  
Hilary Toerner

Congratulations!

E. Recognition of Visitors

1. Brad Adams, VSWC Architects, and Brad Neavin, Pruehs & Associates, to discuss the Tennis Court Project.

F. Executive Session

To consider the employment of a public employee or official.

To prepare for negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

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

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to convene

executive session.

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ 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 items A through B 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. The Treasurer recommends approval of the following:**

1. Approve minutes of the April 13, 2020 Regular Board Meeting.
2. Submission of Warrants for April.
3. Submission of Financial Report for April.
4. Submission of Investment Report for April.
5. Approve FY20 Supplemental Appropriations by Fund.
6. Approve FY20 revised Five Year Forecast.
7. Return advance in the amount of \$2,951.16 from Title IV-A 599-9220 to General Fund 001-0000.
8. Return advance in the amount of \$60,000.00 from Athletics 300-9500 to General Fund 001-0000.
9. Return advance in the amount of \$53.58 from Preschool IDEA Grant 587-9220 to General Fund 001-0000.
10. Approve agreement with Hunter Consulting Company, through Southwestern Ohio Educational Purchasing Council Group Program for Ohio Worker's and Unemployment Compensation. This fee will not exceed \$1,415.00 for June 1, 2020 through May 31, 2021

#### **B. Resolution for Salary Continuation**

The Administration recommends approval of a resolution authorizing payment in full of teacher and non-teaching employees during COVID-19 school closure.

WHEREAS, on March 9, 2020, Governor DeWine declared a State of Emergency in Executive Order 2020-01D; and

WHEREAS, on March 11, 2020, the head of the World Health Organization declared COVID-19 a pandemic; and

WHEREAS, on March 22, 2020, the Director of Public Health issued a “Stay at Home” Order; and

WHEREAS, Governor Mike DeWine closed all Ohio schools from March 16, 2020, until at least the end of the 2019-2020 school year; and

WHEREAS, as a result of these events, some teachers and non-teaching employees may be assigned to atypical assignments, may be required to report to work on different schedules, and may not be able to complete performance of certain duties; and

WHEREAS, under Ohio Revised Code 3319.08(B) and 3319.081(G), the Board must pay teachers and non-teaching employees for all time lost when the schools in which they are employed are closed due to an epidemic or other public calamity; and

WHEREAS, under Article 22 of the Master Agreement with the Eaton Classroom Teachers Association and under Article 26 of the Eaton School Support Personnel Association, the Board is required pay employees during public calamity; and

WHEREAS, the teaching and non-teaching employees have received a variety of assignments from the Superintendent, including remote learning assignments, work-from-home assignments, on-site reporting to work, and other atypical work environments;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education, in accordance with Ohio Revised Code 3319.08(B) and 3319.081(G) and the Master Agreements, directs the Treasurer to pay all employees during the 2019-2020 school year in full, regardless whether these employees were required to report to work due to the COVID-19 school closure.

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

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ 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 E 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**

The Administration recommends approval of the following resignations.

1. Shelby Bulach, Teacher, resignation effective June 30, 2020.
2. Laura Cano, School Psychologist, resignation June 18, 2020.
3. Kristina Fiemeyer, First Grade Level Leader, resignation effective June 30, 2020.

#### **B. Extended School Year Tutors**

The Administration recommends approval of two (2) Extended School Year Tutors to provide extended school year services to qualified special education students, to be paid at a rate of \$20.00 per hour, not to exceed forty (40) hours each, for summer instruction.

#### **C. Extended School Year Tutor**

The Administration recommends approval of one (1) Extended School Year Tutor to provide extended school year services to qualified special education students, to be paid at a rate of \$20.00 per hour, not to exceed ten (10) hours, for summer instruction.

#### **D. Employment of Non-certificated Substitutes**

The Administration recommends employment of the following personnel for the 2020-2021 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

**Substitute Bus Drivers**

Jeff Barney  
Timothy Halcomb  
Brian Hoefler  
Tammy Humphrey  
Eric McCloud  
Roxanne Turner

**Substitute Cafeteria Workers**

Nora Fogt  
Glenda Gunsalus  
Linda Pegg

**Substitute Custodians**

Melissa Boomershine  
Nora Fogt  
Jennifer Goldick  
Glenda Gunsalus  
Daniel Jennings  
Michael Rettich  
Tammy Humphrey  
Suzanne Stephen  
Raquel Turner  
Kaleb Wilson

**Substitute Educational Aides**

Anne Ashworth  
Heather Bowser  
Sarah Clabaugh  
Daphne Durham  
Marcia Durham  
Kathleen Erbaugh  
Karen Hamilton  
Susan Kiracofe  
Cynthia Kuehlthau  
Mary Mendenhall  
Ellen Mitchell  
Beverly Stutzman  
Raquel Turner

**Substitute Health Aides**

Paula Connerley  
Donna Deaton  
Susan Kiracofe  
Traci Marker

**Substitute Secretaries**

Sarah Clabaugh  
Marcia Durham  
Kathleen Erbaugh  
Jennifer Goldick  
Cindy Kuehlthau  
Ellen Mitchell  
Tammy Humphrey  
Raquel Turner

**E. Post Temporary Positions**

The Administration recommends approval up to three (3) technology helpers to be filled as needed, and paid at a rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of ten (10) weeks and two (2) days; as needed from June 4, 2020 through August 14, 2020.

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

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ 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 F through N 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.

#### **F. Memorandum of Understanding – Teacher Evaluation System**

The Administration recommends the Memorandum of Understanding between the Eaton Community Schools Board of Education (Board) and the Eaton Classroom Teachers Association (Association).

WHEREAS, the Board and Association have entered into a Collective Bargaining Agreement (CBA) which is effective from July 1, 2017 through June 30, 2020;

WHEREAS, the Ohio Legislature passed HB 197 on March 25, 2020 that modified the requirements under Ohio Rev. Code 3319 for the evaluation of teachers and other bargaining unit members;

WHEREAS, the parties have agreed that it is impossible or impracticable to complete evaluations for the 2019-2020 school year;

WHEREAS, the parties have entered into certain agreements with respect to the evaluation procedures for bargaining unit members that affects the parties CBA, and in that regard, desire to memorialize their agreements pertaining to same;

WHEREAS, the parties intend to amend their current CBA as set forth hereinafter, and further intend that all remaining sections of the CBA, that are not inconsistent herewith, shall remain in full force and effect;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following language shall constitute their Agreement as it relates to this matter:

1. Any bargaining unit member whose evaluation cycle, either full or less-frequent, contained all the components required by the CBA and Ohio Rev. Code, as it existed on March 16, 2020 may, at the employee’s option, be considered a complete evaluation. The employee shall not be subject to an evaluation in the 2020-2021 school year, except as required by the CBA or Ohio Rev. Code. Should the employee choose to consider their evaluation cycle complete, the Board retains its right to make employment decisions using the summative evaluation rating, pursuant to the terms of the CBA and Ohio Rev. Code, and shall do so no later than June 1, 2020. If the bargaining unit member selects to complete the evaluation, then the bargaining unit member will be placed in the appropriate cycle for the 2020-2021 school year based on their summative evaluation as required by the CBA.

2. Any bargaining unit member without all components of the evaluation cycle, either full or less-frequent, as it existed on March 16, 2020, may, at the employee’s option, choose to have an

incomplete evaluation or to complete the evaluation via electronic means (e.g. telephone, video). A bargaining unit member who chooses an incomplete evaluation will redo the evaluation in the appropriate cycle in the 2020-2021 school year.

3. Bargaining unit members whose evaluations require student growth measures, who choose to complete their evaluation, who do not use value-added, will use shared attribution for their student growth measure. This will be the district's 2019-2020 value added rating of 4.

4. Due to the interruption in the evaluation process, to provide a fair evaluation of the employee, for those who choose to complete their evaluation cycle, administrators shall provide the employee the benefit of the doubt on this evaluation cycle and in no event shall bargaining unit members be rated ineffective or recommended for nonrenewal.

5. Any bargaining unit member who selects an incomplete evaluation for the 2019-2020 school year shall retain their previous evaluation rating until they have received a summative evaluation rating as defined by the CBA and Ohio Rev.Code.

6. No bargaining unit member may be nonrenewed, placed on an improvement plan, or otherwise deprived of any professional advantage due to selecting the option of an incomplete evaluation for the 2019-2020 school year.

7. The Board and Association agree to extend the implementation of OTES 2.0 until the 2021-2022 school year. The terms and conditions of employment and/or the modification or deletion of current CBA provisions impacted by the implementation of OTES 2.0 shall remain a subject of negotiation between the Board and Association. The parties agree the terms of this MOU are not intended to create a case precedent or form the basis of a past practice between or among the parties.

All other provisions of the CBA currently in effect between the parties hereto not altered by this MOU shall remain in full force and effect for the term of the CBA and no other agreements shall serve to alter the provisions of the CBA unless agreed to, in writing, between the parties hereto.

This MOU shall automatically expire at such time as all bargaining unit members who had an incomplete evaluation under the terms of this agreement have received a summative evaluation rating pursuant to the provisions of the CBA and Ohio Rev. Code.

## **G. Resolution**

The Administration recommends approval of a resolutions to declare an emergency and authorize the Superintendent to make determinations regarding graduation of students and the modification of grading policies.

WHEREAS, on March 9, 2020, Governor DeWine declared a State of Emergency in Executive Order 2020-01D; and

WHEREAS, on March 11, 2020, the head of the World Health Organization declared COVID-19 a pandemic; and

WHEREAS, on March 22, 2020, the Director of Public Health issued a “Stay at Home” Order; and

WHEREAS, Governor Mike DeWine closed all Ohio schools from March 16, 2020, until at least the end of the 2019-2020 school year; and

WHEREAS, as a result of these events, and the transition to distance learning, the Superintendent is required to take swift action in response to the pandemic; and

WHEREAS, the Board has adopted Policies 5408, 5410, 5421, 5421, 5430, and 5460 regarding promotion, academic acceleration, placement, retention, grading, reporting student progress, high school graduation.

BE IT THEREFORE RESOLVED that the Eaton Community Schools Board of Education declares an emergency; and

BE IT FURTHER RESOLVED that the Board authorizes the Superintendent and school administration to develop and implement a modification of current grading policies for each course or grade level within the Eaton Community School District’s instructional program during COVID-19 event.

BE IT FURTHER RESOLVED that the Superintendent, in accordance with consultation with the high school principal, who shall in turn consult with teachers and counselors, is authorized to make any and all decisions concerning those students “on-track” for graduation and to determine whether or not the student has met the requirements for graduation, including regular education and special education students.

BE IT FURTHER RESOLVED that it is recognized by the Board that the Superintendent is further authorized, in accordance with the provisions set forth in Am. Sub H.B. 197, to revise the School District’s graduation requirements and to elect to require only the minimum curriculum requirements in the District for graduation in accordance with division (C) of Ohio Revised Code 3313.603 during this emergency.

## **H. Board Policy Updates**

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

1. Policy 1520 – Employment of Administrators
2. Policy 2464 – Gifted Education and Identification
3. Policy 3120 – Employment of Professional Staff
4. Policy 3120.04 – Employment of Substitutes
5. Policy 3120.05 – Employment of Personnel in Summer School and Adult Education Programs
6. Policy 3120.08 – Employment of Personnel for Co-Curricular/Extra-Curricular Activities
7. Policy 4120 – Employment of Classified Staff
8. Policy 4120.08 – Employment of Personnel for Co-Curricular/Extra-Curricular Activities
9. Policy 4121 – Employment Contract (New)
10. Policy 4162 – Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety-Sensitive Functions



- 11. Policy 5460 – Graduation Requirements
- 12. Policy 5460.02 – Students At-Risk of Not Qualifying for a High School Diploma (New)
- 13. Policy 6104 – Authorization to Accept and Distribute Electronic Records and to Use Electronic Signatures.

**I. Section 504 Policies and Procedures**

The Administration recommends approval of implementation of Section 504 of the rehabilitation Act of 1973 during the 2020-2021 school year.

**J. Tentative Graduation List for 2020**

The Administration recommends approval of the tentative list of graduations for the class of 2020. Participation in graduation is contingent upon meeting all state and locally adopted requirements. The high school principal is authorized to remove from the graduation list any student who fails to meet those requirements. The final list of graduates will be approved at a later date, and/or when needed (Attachment B).

**K. Approval of the 2020-2021 Graduation Date and Time**

The Administration recommends that the 2020-2021 Eaton High School Graduation Ceremony be held at Miami University’s Millett Hall on Sunday, May 30, 2021 at 2:00 p.m.

**L. Alternate School Food Authority Agreement**

The Administration recommends approval of the Alternate School food Authority Agreement between the Eaton Community City School district and the Preble County Educational Service Center for the 2020-2021 school year (Attachment C)

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

The Administration recommends approval of the agreement with Butler County Educational Service Center for their Head Start Program beginning July 1, 2020 and ending June 30, 2021 (Attachment D)

**N. Donation**

The Administration recommends acceptance of the following donations.

- 1. From Remagen Foodservice Solutions, 3 Ring Binders and Plastic Luggage Tags, to the Central Office.

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

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

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

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

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

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

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

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

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

**VI. Adjournment**

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

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

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

**Upcoming Meeting**

Meeting: Regular Board Meeting  
Date/Time: June 8, 2020 – 6:00 p.m.  
Location: East Elementary School

See Appendix A

**Tentative Grad List Class 2020**

Logan Kelly Abrams	Cara Ann Fowler	Gabrielle Elizabeth Petry
Kaylee Jean Adams	Hunter Lane Frost	Austin Michael Pugh
Ashlyn Dawn Aebischer	Hailee Keirsten Fudge	Emily Dilara Quick
Clayton Ray Adkins	Naudia Belle Fulton	Jacob Allen Renner
Nikita Heinta Albinus	Isabella Marie Gaydosh-Bruce	Anthony Alberto Reyna
Remington Colt Asher	Haley Diane Gibbs	Kylie Mae Rice
Dustin Scott Ashman	Ryan Levi Gibson	Drew Garrett Roach
Robert Michael Ashman	Peyton Bradley Zion Gilpin	David Alexander Roark
Matthew Drake Austin	Adrianna Jocelyn-Taylor	Danielle Louise Roberts
Erin Olivia Azzalina	Gonzalez	Madison J. Sarver
Briana Danielle Baker	Chayse Logan Lee Gray	Hikaru Sato
Whitley Ann Mae Baldwin	Samantha Christine Gregg	Antonio Joseph Scheiderer
Ke'Anthony Jerome Bales	Austin Christopher Harness	Zachary Andrew Schmidt
Adam Leon Bane	David Michael Herzog	Bryce Allan Wayne Schutte
Carson Michael Barker	Gabriel Evan Hoff	Xavier Jordan Sem
Chloe Marie Baxley	Savannah Haleigh Lynn	Bailey RayAnn Shepherd
Zoe Nicole Baxley	Howard	Amanda Maurine Shiflett
Marcus Alexander Bean	Sierra Irene Nikkole Hurst	Holden Dale Sittloh
Kylie Lynn Beare	Dylan Tyler Jackson	Katalina Paige Sizemore
Seth Riley Bergen	Clair Christine Marie Janney	Cheyenne Elaine Smith
Rosemarie Ann Bowling	Porsha Seim Johnson	Elizabeth Lucille Smith
Whitney Paige Branson	Khushroop Kaur Kang	Montana Rae Smith
Benjamin Caleb Brewer	Lillian Jayne Ketron	Kelsey Nicole Snyder
Dillon Clay Brewer	Nathaniel Aaron Ketron	Makayla Merrin Sparkman-keck
Benjamin Eugene Brock	Winson Lam	Makayla Jean Stamper
Daniel Ryan Brown	Christopher James Lane	Taylor Charles Steinhurst
Gabriel James Brown	Julianne Kimberly Leasure	Destiny Darlene Straszheim
Lekendric Duane Brown	Jarod William Lee	Mackenzie Diane Sturgell
Shyanna Nashea Brown	Ki'an Joseph Mahoney Leitch	Tarah Lynne Tadlock
Brian Douglas Cash	Jerimee Isaiah Allan Lowe	Isabella Antoinette Trader
Isaiah Robert Cash	Geneva Golden Marcum	Jacob Ryan Tucker
Logan Michael Patrick Chapin	Clarice Denee Marsh	Emily Madison Turner
Todd Alan Coates	Jordan Anthony Marsh	Christopher Allan Blake Varney
Jordan Adrianna Cole	Shelby Jade Mason	Brianna Dawn Ward
Evan Giles Collins	Alexander Lee Maynard	Zachary Collin Warner
Joel Christopher Combs	Alexander James McCarty	Walker Lee Weekly
Makenzi Jane Cooper	Madison Raeann Michael	Willow Kay Weekly
Vincent Martin Cresce	Raya Sue Morgan	Kenley Daniel Weir
Molly Elizabeth Curry	Jazzmen Michael-Woods	Olivia Katherine Wheeler
Corbin Michael Custer	Lamine Daniel Ndiaye	Grant Andrew White
Madelania Diane Darr	Hayley Nicole Newman	Anna Elizabeth Wible
Ashley Malysa Davidson	Nevaeh Cheyenne Newman	Rilee Ann Worley
Joshua Woodrow Deshon	Alexander Ray Newport	Adam James Woxman
Arielle Mikayla Detton	Izaak Patrick Nolan	Jonathan Michael Wright
Emily Paige Ditton	Harley Veronica Othersen	Rebecca Kay Wright
David Allen Driver	Alexis Dawn Owen	Abigail Charlene Wysong
Ashley Elizabeth Earley	Lauren Elizabeth Pence	Michelle Faith Wysong
Madeline Kate Ebright	Shaylen Alyce Perry	Amelia Lee Ybarra
Brianna Marie Ellison	Thomas Randall Perry	Spencer Lee Younce



**Alternate School Food Authority (SFA) Arrangement**

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

1. **THE PREBLE COUNTY EDUCATIONAL SERVICE CENTER, IRN 049254 (SFA 2)** wishes to transfer authority to operate the specified school meal program(s) for the students of SFA 2 to **EATON COMMUNITY CITY SCHOOL DISTRICT, IRN 043935 (SFA 1)**. All legal and financial authority for operating the specified school meal program(s) for the students of SFA 2 is hereby transferred to SFA 1. SFA 1 accepts total legal and financial responsibility for SFA 2’s specified school meal program(s). This includes paying overclaims as a result of administrative reviews, distributing USDA commodities and complying with program regulations. SFA 2 hereby relinquishes its authority to operate the specified school meal program(s) to SFA 1.
  
2. The parties to this agreement agree to cooperate fully, to work in good faith and to assist each other in the mutual performance of this agreement. In connection therewith, the parties shall meet from time to time upon reasonable request of either party at a mutually agreed time and location to confer in good faith and amicably in a business-like manner work out disputes arising from the implementation of this agreement.
  
3. This agreement shall become effective **August 17, 2020** and it shall remain in effect until **May 27, 2021** (no longer than one year), unless terminated by a prior notice of not less than 60 days from one party to the other. The term of the agreement can be extended upon mutual agreement of the parties and upon approval from the Office for Child Nutrition.

SFA 1  
 Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Date \_\_\_\_\_

SFA 2  
 Signature [Handwritten Signature]  
 Title Treasurer  
 Phone Number 737 456 1187 Date 5/5/2020

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

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

**EATON COMMUNITY SCHOOLS**  
304 Eaton Lewisburg Rd  
Eaton, Ohio 450320

**LEASE AGREEMENT WITH BUTLER COUNTY ESC FOR HEAD START PROGRAM**

This is a lease agreement for classrooms (2) and related space between the Eaton Board of Education, 304 Eaton Lewisburg, Eaton, Ohio 45320, and the Butler County Educational Service Center (BCESC), who administers the Head Start Program, their successors or assignees whose address is 400 N. Erie Blvd. Hamilton, Ohio 45011, hereinafter referred to as the BCESC.

WHEREAS, the Butler County Educational Service Center has sought help from the Eaton Board of Education to provide space with the intent of operating the Head Start Program and other preschool and family related programs for the children and families of the service areas, and

WHEREAS, the property described below is under the jurisdiction of the Eaton Board of Education, and the lease of said property will not materially damage or interfere with the use or maintenance of the building and surrounding Eaton Board of Education owned land, and

WHEREAS, the Eaton Board of Education offers the use of classrooms B-105, B-103 and related space for the period beginning July 1, 2020, and ending June 30, 2021, for daytime preschool activities regularly scheduled with students and staff in session five (5) days per week.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Eaton Board of Education hereby grants this lease agreement to the Butler County Educational Service Center Governing Board under the following terms and conditions:

**DESCRIPTION – EAST ELEMENTARY SCHOOL:**

The lease premises are located at 506 N. Aukerman Street, Eaton, OH 45320. The Eaton Board of Education will grant the BCESC use of the building classrooms (2) and related space. Storage space in designated areas and classrooms not used by the Head Start or other preschool programs shall be reserved for use by the Eaton Community Schools.

The playground area, which serves East Elementary School, may be used for outdoor play activity under supervision by Head Start staff. The BCESC Head Start staff shall schedule the playground areas with the principal of East Elementary School to avoid conflict with the school's scheduled activities.

The gymnasium may be used by both the Head Start Program, East Elementary School, and other school district related groups for assemblies, and other school district related activities i.e., sports activities and practices in the evenings. Priority will be given to the Eaton School's functions. Schedules for the gymnasium will be maintained by the East Elementary School principal or a Board of Education designee. Maintenance/custodian cleanup shall be the responsibility of the respective groups using the gymnasium; i.e., Head Start shall be responsible for cleanup of the gymnasium when they use it, and the related functions shall be responsible for the care and cleanup of the gymnasium area following their use of the gymnasium area.

**PERSONAL PROPERTY:** The BCESC will be responsible for classroom furnishing.

**TERM:** This Agreement shall be approved on a five (5) day per week basis, with students and staff in session, for the period beginning July 1, 2020, and ending June 30, 2021, unless otherwise terminated in accordance with the termination provisions herein. This lease will be evaluated annually and shall automatically renew for an additional year. The Eaton Board of Education may non-renew this Agreement by providing ten (10) days' notice prior to the expiration thereof.

**RENOVATIONS/MODIFICATIONS:**

The BCESC agrees not to make any renovations and/or modification to the East Elementary School building without the consent of the Eaton Board of Education and/or their designee. All renovations and modifications, including cost and labor, will ultimately be the responsibility of the BCESC Board of Education. The BCESC acknowledges the premises are suitable for the use intended by the Head Start Program and agrees to pay the cost of all remodeling, painting, alterations, or additions required by the BCESC Head Start Program during the term of the lease. All renovations and improvements to the East Elementary School facility shall become the property of the Eaton Board of Education.

**REPAIRS/REPLACEMENT COST:**

The Eaton Board of Education shall provide all normal structural repairs as required and conduct its normal preventative maintenance program for the property including the electrical, mechanical, and structural maintenance programs. The Eaton Board of Education shall be responsible for routine fire extinguisher inspections. Should repairs caused by extraordinary occurrence be required as a result of the BCESC Head Start Program's operation, the Eaton Board of Education shall arrange for such repairs at the BCESC Head Start Program's expense.

**FOOD SERVICE AND TRANSPORTATION:** Food service for morning and afternoon students and transportation for the students for the Head Start Program shall be the responsibility of BCESC Head Start.

**CONTINGENCY:** It is agreed that this lease is made subject to funding provided or to be made by the United States Government Department of Health and Human Services and/or the Ohio Department of Education, and that neither of these agencies or the Butler County Educational Service Center shall be liable for the payment of rent under the lease or any renewal or extension thereof unless and until funding is made available.

**CALAMITY:** If the property is destroyed or rendered untenable by fire, natural disaster, or unavoidable accident, in which case, either party shall have the option of declaring this agreement terminated or the costs shall be abated by the Eaton Board of Education until such time that the property is tenable.

**LIABILITY:** The BCESC Board of Education shall indemnify and hold harmless the Eaton Board of Education, as a result of the BCESC Head Start Program's use of the property from and against any and all claims, demands, damages, actions, or cause of action, together with any and all losses, costs, or related expenses asserted by any person or persons for bodily injury or death during the period the BCESC occupies the property. In addition, the BCESC agrees to carry liability insurance in the amount of \$1,000,000 and then add the Eaton Board of Education as an endorsed insured on BCESC comprehensive liability coverage.

**INSURANCE:** The Eaton Board of Education shall provide fire and extended insurance coverage on the structure and Board owned personal property in an amount determined reasonable by the Eaton Board of Education. The BCESC shall provide insurance on BCESC Head Start Program-owned property. All personal property owned by BCESC upon the East Elementary School facility shall be at the risk of the BCESC. The Eaton Board of Education shall not be liable for any injury or damage to personal property occurring upon the East Elementary School property and the BCESC property which is the fault of BCESC or Head Start staff.

**DEFAULT/ENFORCEMENT:** If the BCESC breaches or defaults on any of the terms or conditions of this agreement, the Eaton Board of Education shall provide the BCESC Head Start Program's Director written notification of the breach or default. The BCESC will have thirty (30) days from the date of receipt of the notification to correct the breach or default. If the BCESC fails to cure the breach (as determined in the sole judgment and discretion of the Eaton Board of Education) within this thirty (30) day period, the Eaton Board of Education has the right to terminate this agreement.

**EARLY TERMINATION:** In the event that the Eaton Board of Education should have need of the total facility (East Elementary School), or in part, including spaces or rooms so designated in this lease for storage and the gymnasium area or for any school purpose, the Eaton Board of Education shall give a thirty (30) day notice to the Butler County Educational Service Center Head Start Program Director. Either party may cancel this lease by giving the other party thirty (30) days written notice of such termination.

**RIGHT TO INSPECT PREMISES:** The Eaton Board of Education reserves the right to inspect the premises at any time without notice but without disruption to the operation of the Head Start Program.

**REPRESENTATIVES:** Where this lease agreement refers to either the Eaton Board of Education or the Butler County Educational Service Center (BCESC), those terms shall include the agents, employees, or authorized representatives of each party.

**Any Eaton East Elementary Classroom Lease Agreement signed prior to this contract are indeed null and void.**