

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary School Cafeteria**  
**May 9, 2022**  
**6:00 p.m.**

**I. Opening of the Meeting**

**A. Call to order – President**

**B. Roll Call**

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

**C. Pledge of Allegiance**

**D. Recognition of Employee Achievement**

The Eaton Board of Education and Administration wishes to recognize the following educators who have completed the 4-Year Resident Educator Program and will received their five-year professional license, and commend them on their dedication to the educational process:

Alexis Hunt  
Brittany Prince  
Ryan Prince  
Kayla Ramsey

Hannah Sturgill  
Amanda Tully  
John Yahl

Additionally, the Eaton Board of Education and Administration wishes to recognize the following educators who passed the Resident Educator Summative Assessment required as part of the program.

Elizabeth Geoit  
Haley Blevins

**E. Recognition of Visitors**

No requests have been made.

**F. Recognition of Students**

The Eaton School Board of Education and Administration wishes to recognize all athletic teams and individuals for an outstanding season, and commend them on their outstanding sportsmanship and representation of Eaton Community Schools;

Whereas the Board of Education and Administration wishes to recognize the following individuals and teams:

**Connor Jones – 5<sup>th</sup> Grade Dare Essay Contest Winner**

**Austin Peace – Swim State Qualifier 200 IM**

**Women’s Basketball Team – Southwest Mason District Champions**

Olivia Baumann  
Addison Campbell  
Gracie Cooper  
Julianne Couch  
Emily Haynes  
Anna Kramer  
Caroline Miller  
Kendall Miller

Kyla Mize  
Karma Mohamed  
Allison Mowen  
Olivia Orr  
Kurstyn Pitsinger  
Charlee Ruebush  
Addison Satterfield  
Lillian Shepherd

**Varsity Coach, Dave Honhart – Ohio Prep Sportswriters Association:**  
Division 2 Southwest District Coach of the Year  
Division 2 Ohio Coach of the Year

**Men’s Basketball Team – SWBL West Division League Champions**

Ramy Ahmed  
Christopher Atkins  
Brady Davis  
Dominick Gramaglia  
Carson Janney  
Ty Kidwell

Beau Miller  
Grant Miller  
Christian Reyna  
Xavier Trimble  
Kyle Trent – Team Mgr.

**Varsity Coach, Sean Sims – SWBL West Division Coach of the Year**

**G. Executive Session**

To consider the employment of a public employee or official.

To consider the compensation 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 April 11, 2022 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 FY22 revised Five Year Forecast
6. The Administration recommends approval of the agreement with Weswurd, LLC, as the exclusive provider of services to assist the District in obtaining reimbursement for Medicaid-eligible expenses incurred under the Ohio Medicaid School Program ("OMSP") for claims with dates of service from July 1, 2022 through June 30, 2025 (Attachment A).
7. 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 \$1,277.00 for June 1, 2022 through May 31, 2023.
8. Approve FY22 Supplemental Appropriations.
9. Approve return of advance of \$2,821.23 to General Fund 001-0000 from Title IV-A 584-9222.

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

##### **A. Resignation and Retirement**

The Administration recommends approval of the following resignation and retirement.

1. Carla Kirsch, Central Office Secretary Assigned to Superintendent's Office, resignation effective May 1, 2022, contingent upon being hired to the Administration Assistant to the Superintendent position.
2. Denice Martz, Cafeteria, resignation for the purpose of retirement, effective August 2, 2022.

##### **B. Employment – Certificated Staff**

The Administration recommends the employment of the following personnel for the 2021-2022 school year beginning May 9, 2022, through June 30, 2022. Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations. Employment contingent upon completion of all local and state requirements including but not limited to background checks and appropriate licensure.

1. Katria Turner, School Nurse

##### **C. Employment – Certificated Staff Extra-Curricular Supplemental Contracts 2022-2023**

The Administration recommends the following supplemental contracts for the 2022-2023 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Chad Tinstman – Washington D.C. Trip Coordinator (1/2 stipend)
2. Morgan Lippert – Washington D.C. Trip Coordinator (1/2 stipend)

##### **D. Employment – Amendment Certified Staff Extended Service Supplemental Contract for the 2021-2022 School Year.**

1. The Administration recommends to amend the 5 extended days for Katria Turner, School Nurse, from May 9, 2022 through June 1, 2022 to June 1, 2022 through June 30, 2022.

#### **E. Employment – Certificated Staff**

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

1. Jon Tipton, Middle School Intervention Specialist

#### **F. Extended School Year Tutors**

The Administration recommends approval of up to two (2) Extended School Year Tutors to provide extended school year services to qualified special education students, to be paid at the negotiated agreement hourly rate, not to exceed forty (40) hours each, for summer instruction.

#### **G. Summer School Teachers**

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

- |                       |                       |
|-----------------------|-----------------------|
| 1. Ami Booso          | 12. Belinda Moormeier |
| 2. Aaron Buczkowski   | 13. Hanna Myers       |
| 3. Vicoria Dupont     | 14. Kayla Ramsey      |
| 4. Amy Fugate         | 15. Chris Reiff       |
| 5. Elizabeth Geoit    | 16. Jenny Schmidt     |
| 6. Samantha Gramaglia | 17. Alyssa Stewart    |
| 7. Tim Holland        | 18. Marcia Sullender  |
| 8. Molly Hurd         | 19. Amanda Tully      |
| 9. Stacy Lammers      | 20. Jennifer Wilson   |
| 10. Linda Laufer      | 21. Kelli Wright      |
| 11. Sarah Leach       |                       |

#### **H. Summer School Coordinators**

The Administration recommends the employment of the following summer school coordinators.

1. Ross Dearth, 6-12 Summer School Coordinator
2. Malissa Miller, K-5 Summer School Coordinator
3. Matt Robbins, Transportation Coordinator

#### **I. Employment – Amend Certificated Staff Supplemental Contracts**

The Administration recommends to amend the following supplemental contracts for the 2022-2023 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. John Groom, LPDC Committee Chairperson, to be paid at the home instruction rate plus a \$500.00 stipend.

2. Jennifer Cross, Molly Hurd, and Carolyn Annie Martin, LPDC members, to be paid at the home instruction rate plus a \$100.00 stipend.

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

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

1. Keri Osswald, Teacher, Title Programs Coordinator – 5 days

**K. Employment – Piano Accompanist**

Administration recommends hiring a Piano Accompanist retroactive to January 14, 2022 for High School Spring Musical at \$350 and retroactive to April 30, 2022 and May 6, 2022 for Eaton Middle School Kings Island Competition and OMEA Competition at \$150.

1. Marcia Sullender

**L. Employment Classified Staff**

The Administration recommends the employment of the following personnel for the 2021-2022 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. Carla Kirsch, Administrative Assistant to the Superintendent, retroactive to May 2, 2022.

**M. Employment Classified Staff – Classroom Assistants**

The Administration recommends approval of the following personnel to serve as summer school aides as needed from June 6, 2022 through June 30, 2022, to be paid \$15.00 per hour.

1. Heather Bowser
2. Stephanie Cooper
3. Kim Holland
4. Tabetha Shera
5. Alexis Miller
6. Daphne Durham

**N. Employment Classified Staff for the 2022-2023 School Year**

The Administration recommends the employment of the following personnel for the 2022-2023 school year, effective the day after board approval unless otherwise noted. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Megan Berry, Bus Driver

#### **O. Employment – Temporary Positions**

The Administration recommends the following as temporary summer workers for employment. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

Custodian helpers, at the rate of \$17.00 per hour, not to exceed 40 hours per week each, for a maximum of 9 weeks; as needed from June 6, 2022 through August 5, 2022.

1. Megan Berry

Technology Helpers, at the rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of ten (10) weeks; as needed from June 6, 2022 through August 12, 2022.

1. Debra Finrock
2. Bill Aukerman
3. Cathy Bulach

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

The Administration recommends employment of the following personnel for the 2022-2023 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

##### **Substitute Custodians**

Stefanie Shafer

##### **Substitute Health Aides**

Stephanie Lewis

#### **Q. 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, has applied for, been offered, or accepted the position. The Administration recommends the employment of the nominees on one-year limited contract for the 2022-2023 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Mark Silvers, Assistant Coordinator Cross Country
2. Nan Silvers, Program Assistant Class V
3. Austin Fudge, High School Assistant Football – ½ stipend
4. Tommy Jones, High School Assistant Football – ½ stipend
5. Jeff Schmidt, High School Assistant Football – ½ stipend
6. Robbie Sams, Middle School Football Assistant

7. Abby King, Varsity Cheerleader Advisor (Football)
8. Abby King, Reserve Cheerleader Advisor (Football)
9. Tiffany House, Cheerleader Advisor - Competition
10. Tim Appledorn, Reserve Golf
11. Matt Money, Varsity Boys Soccer
12. Andrew Bergeron, Reserve Boys Soccer – ½ stipend
13. Michael Bacher, Varsity Girls Soccer
14. Teah Emrick, Reserve Girls Soccer
15. John Hitchcock, Girls Varsity Tennis
16. Parker Fields, Varsity Volleyball
17. Gerald Cornett, Reserve Volleyball
18. Sean Sims, Varsity Boys Basketball
19. Steve Sullender, Reserve Boys Basketball
20. Richard Shafer, 9<sup>th</sup> Grade Boys Basketball
21. Dave Honhart, Varsity Girls Basketball
22. Joe Ferriell, 8<sup>th</sup> Girls Basketball
23. Tim Appledorn, 7<sup>th</sup> Girls Basketball
24. Matthew Keating, 8<sup>th</sup> Boys Basketball
25. Tommy Jones, 7<sup>th</sup> Boys Basketball
26. Nathan Islamovsky, Varsity Wrestling

**R. Volunteers**

The Administration recommends approval of the following volunteer for the 2022-2023 school year contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Doug Mize, Reserve Girls Basketball

**S. Supplemental Contract Non-Renewals**

In accordance with Ohio Revised Code, the Administration recommends the annual non-renewal and posting of the following supplemental contracts effective June 30, 2022 and request that the Board authorize the Treasurer to send notices of non-renewal to each.

1. Taylor Broermann – Cross Country Program Assistant Class VI
2. Ron Neanen – High School Assistant Football

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 T through BB 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.

### **T. 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 2022-2023 school year (Attachment B)

### **U. Section 504 Policies and Procedures**

The Administration recommends approval of implementation of Section 504 of the rehabilitation Act of 1973 during the 2022-2023 school year.

### **V. Tentative Graduation List for 2022**

The Administration recommends approval of the tentative list of graduations for the class of 2022. 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 C).

### **W. Student-Parent Handbooks**

The Administration recommends approval of the 2022-2023 Student-Parent Handbook for Eaton High School, Eaton Middle School, William Bruce Elementary, and Hollingsworth East Elementary. Student-Parent Handbooks are on file in each building and at the Central Administrative Office.

### **X. 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, 2022 and ending June 30, 2023 (Attachment D).

### **Y. Obsolete Items**

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

1. (1) 2007 Blue Bird All American, 84 Passenger school bus, VIN 1BABNCKAX7F240028, Tag #11575
2. Cheer Mats, purchased in 2012; Dollamur
3. (130) Miscellaneous library books of no value, Eaton Middle School Library

**Z. Agreement with Southwestern Ohio Educational Purchasing Council**

The Administration recommends approval to renew the Foodservice Compliance Consulting Agreement with Southwestern Ohio Educational Purchasing Council (EPC) to provide consulting services in the school food service program for the 2022-2023 school year (Attachment E).

**AA. Approval of the 2022-2023 Graduation Date and Time**

The Administration recommends that the 2022-2023 Eaton High School Graduation Ceremony be held at Miami University's Millett Hall on Saturday, June 3, 2023 at 6:30 p.m.

**BB. Approval of Job Description**

The Administration recommends approval of the MTSS Building Coordinator job description. (Attachment F)

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

Discussion

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

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

**CC. 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 \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

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

### Upcoming Meetings

Meeting: Regular Board Meeting  
Date/Time: Monday, June 13, 2022 – 6:00 p.m.  
Location: East Elementary School

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

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

## AGREEMENT FOR OHIO MEDICAID SCHOOL PROGRAM SERVICES

This Agreement is made between the Board of Education of the **Eaton Community City School District** (District) and **Weswurd, LLC** (Weswurd) the exclusive provider of services to assist the District in obtaining reimbursement for Medicaid-eligible expenses incurred under the Ohio Medicaid School Program (OMSP) for claims with dates of service from **July 1, 2022 through June 30, 2025**.

### DEFINITIONS

CMS – Centers for Medicare and Medicaid Services

OMSP – the Ohio Medicaid School Program; sometimes referred to as MSP

ODM – the Ohio Department of Medicaid

ODE – the Ohio Department of Education

OAC – the Ohio Administrative Code – rules for OMSP

ORP – Ordering, Referring, Prescribing mandate from federal Medicaid was addressed in Ohio Administrative Code rule 5160-1-17.9 to comply with new program integrity regulations contained in Section 6401 of the Patient Protection and Affordable Care Act (ACA). There is no ORP in MSP. Therapists can only REFER services and; therefore, are being asked to comply by becoming Ohio Medicaid Providers.

RMTS – Random Moment Time Study – the RMTS is an **integral** part of the OMSP. It allows state departments, school district Medicaid programs and other eligible public agencies to accurately document staff activities relating to reimbursable Federal programs. All employed staff delivering services under the OMSP must participate in the RMTS each quarter.

Medicaid School Program Cost Report (CR) – An OMSP required financial report completed annually by each participating Medicaid Provider (each city, exempted village, and local school district). The report documents the actual costs the OMSP Provider district incurs for the Medicaid eligible services delivered. This report serves as the basis for ODM to final settle the Total Cost Reimbursable amount against the Interim reimbursements already received by the Medicaid

Provider. Annual settlements are paid by the District or rebated by the State based on the findings of this report.

Electronic Signature (e-signature) – an electronic signature is intended to provide a secure and accurate identification method for the signatory to provide a seamless transaction.

EDI – Electronic Data Interchange – “Electronic data interchange (EDI) transactions” are transactions developed by standard development organizations recognized by the federal Centers for Medicare and Medicaid Services (CMS) and adopted by the Ohio Department of Medicaid (ODM).

Trading Partner Agreement – A trading partner, as defined in the Ohio Administrative Code (OAC) 5101:3-1-20.1 is a covered entity (CE) that submits, receives, routes, and/or translates EDI transactions directly related to the administration or provision of medical assistance provided under a public assistance program.

Services listed in OAC 5120.35.05 & 5120.35.06 – The services listed in these two sections of the OMSP rule are Occupational Therapy services, Physical Therapy services, Speech & Audiology services, one-on-one Nursing services, School Psychology services, Mental Health services, Transportation, and reimbursements for Medical Supplies.

OMSP Service Documentation – daily documentation that supports the delivery of a service delivered under OAC 5120.35.05 & 5120.35.06. All services submitted to ODM for reimbursement must be supported by documentation that contains a description of the service, procedure, and method provided to the Medicaid recipient.

Compliance Auditor – One who ensures compliance with regulations and controls by examining and analyzing records, reports, operating practices, and documentation; recommending opportunities to strengthen the internal control structure.

IN CONSIDERATION OF their mutual promises, the **District** and **Weswurd** agree as follows:

**MSP COORDINATION OF PROGRAM & SERVICES**

1. Weswurd will maintain an EDI Trading Partner Agreement with ODM in order to submit Medicaid claims in the HIPAA compliant claim format;
2. Weswurd will assist, if necessary, the District in obtaining its Medicaid Provider Certification in accordance with the OMSP regulations necessary to receive OMSP reimbursements for Medicaid-eligible services provided to students in accordance with special education laws and as permitted through the OMSP. **Weswurd will assist the District through the re-certification process required every five years if re-validation falls during the term of this agreement;**
3. Weswurd will provide annually to both district service practitioners and administrators **OMSP training** for eligible services, program requirements, RMTS requirements and use of the Weswurd Web Documentation Program. Further training will be provided as needed at no additional cost via phone, in person, or other available means (e.g. Zoom, Google Meet);
4. Weswurd will make available a **secure internet documentation program** to district service practitioners listed in OAC 5120.35.05;
5. Weswurd will accept written service documentation if provided on a **Weswurd pre-approved and OMSP compliant form;**
6. Weswurd is **reliant upon the accuracy of the service documentation as provided by the District** and Weswurd shall not be responsible for submitting improper claims based on service documentation which is false or completed in error by the District;
7. Weswurd will submit all qualifying District OMSP claims for reimbursement in accordance with ODM processing procedures **based on the district's ability to secure a PR-10 (Parental Consent to Share Health information for the Ohio Medicaid School Program), a related service referral, and service documentation provided by the District;**
8. Weswurd will be responsible for all claim submission and reconciliation. Weswurd will resubmit any erred claims whenever possible. Weswurd will serve as the **official Trading Partner for the District** in order to permit the processing of electronic claims to ODM on behalf of the District **and will remain as the appointed Trading Partner until all claims submitted by Weswurd have been received back from ODM even if this takes place outside the contract period;**

9. Weswurd will not seek OMSP reimbursements for students known to have Third Party Liability coverage (TPL is health insurance in addition to Medicaid insurance);
10. Weswurd will provide the District with a list of **recommended documents to retain** per OMSP & State audit requirements;
11. Weswurd will complete the annual federally-required Medicaid cost report in accordance with ODM and Ohio Department of Education (ODE) procedures for all periods under this agreement even if the reconciliation dates fall outside the dates of this agreement (e.g. FY22 gets reconciled in FY24);
12. Weswurd will serve as the **District's RMTS Coordinator** for the OMSP. In that capacity, Weswurd will comply with the RMTS requirements as established by ODE. Weswurd will provide the time study vendor for Ohio (currently, the University of Massachusetts) with an annual school district calendar and quarterly participant lists **as provided by the District**;
13. Weswurd will give implementation guidance for OMSP mandates; such as, the **Parental Consent** and **annual Notification** to Share Health information with the ODM, the **referral mandate** for services delivered, and any future mandates imposed on the OMSP participants.
14. Weswurd agrees to **make all electronically submitted service documentation available** to the District for electronic storage at such a time the contractual relationship between Weswurd and the District should be terminated. The District will incur any cost associated with said electronic storage. Electronic data will only be made **available upon receipt of all outstanding balances the District still owes Weswurd**;
15. Weswurd will assist the District for up to **five hours** without charge during any OMSP state audit **that occurs outside the contract periods for services rendered by Weswurd in the year under audit**. For any additional assistance, Weswurd will charge the District based upon a billing rate of **\$200.00** per hour;
16. Weswurd will observe all federal, State, and local laws, regulations and policies pertaining to the **confidentiality of any student education records** and information Weswurd or its agents, representatives of employees obtain in the performance of the Services under this Agreement, including, but limited to, the requirements of 20 U.S.C. §1232g *et seq.*, the Family Education Rights and Privacy Act ("FERPA"), O.R.C. §3319.321, and District Policies;
17. Weswurd will comply with the requirements of 45 CFR 164.504 (e)(1) for safeguarding and limiting access to information concerning beneficiaries of the services provided;

18. Weswurd will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the Weswurd books, documents, and records upon request;
19. Neither Weswurd nor its principals are suspended or debarred.

### **DISTRICT MSP RESPONSIBILITIES**

1. **The District will identify specific personnel as part of an internal “MSP Team” to provide Weswurd with information that is integral to Weswurd’s work that permits the Medicaid Program reimbursements as expected by the District.** Weswurd recommends the following members for the team: From the Treasurer’s Department: Treasurer, Asst. Treasurer, Accts Receivable, Accts Payable, and EMIS Coordinator; from the Special Education Department: SpEd Director, SpEd secretary, and a School Psychologist;
2. The District will obtain a National Provider Identifier (NPI) number as required by the OMSP (required once);
3. The District will submit an Ohio Medicaid Provider Application **and maintain a current, valid Ohio Medicaid Provider Agreement including any associated fees as may be required by the ODM and throughout the term of this agreement.** Additionally, the District agrees to re-validate the Medicaid Provider Agreement as often as required by the ODM and to incur any associated fees;
4. **The District will ensure that Weswurd remain the assigned Trading Partner until such a time as Weswurd has received the EDI 835 response from ODM for all submitted claims even if that transpires outside the contract period.** Failure to do so will result in a \$100/hr. conversion fee for all remittance advices from the PDF format to one in which Weswurd can accurately update their billing software. **The District must give Weswurd a 30-day written notice of desire to change Trading Partner Agreement with ODM;**
5. The District acknowledges that claims for services cannot be submitted to the ODM unless the District has a Parental Consent to Share Health information with the ODM and a referral for services delivered on file. In addition, **federally compliant daily service documentation from servicing practitioners must exist;** either hard copy or electronically;
6. The District shall provide skilled services in accordance with any applicable federal and state laws governing Medicaid services to eligible individuals, including Medicaid funding rules and regulations, ODE requirements, ODM requirements, and specific OMSP rules and regulations;



7. The District will **provide a facility for the annual MSP training** provided by Weswurd and **identify an employee to coordinate the training dates and ensure said facility availability**;
8. The District will be **responsible for identifying all service professionals, whether employed or contracted**, to Weswurd **prior to the start of each new quarter** in the school fiscal year included in the term of this contract;
9. The District will appoint someone to verify quarterly RMTS Participation lists and notify Weswurd if a participant goes on a leave of absence, is dismissed, retires, or if any new practitioners have been hired by the District;
10. The District will provide verification and monitoring of the licensing credentials of all professional staff, whether employed or contracted, who submit documentation on behalf of the District for the purpose of receiving Medicaid reimbursements;
11. All District service practitioners will submit service documentation for the OMSP services provided to students as required by any applicable OMSP, ODM, and ODE regulations. **All practitioners, whether employed by or contracted with the District, are ultimately responsible for documenting in compliance with OMSP regulations and in accordance with their professional practice standards and in accordance with their state licensing board**;
12. All District service practitioners will submit service documentation for the OMSP services provided to students in accordance with **Weswurd approved electronic format or paper format**;
13. The District is responsible for ensuring that its OMSP practitioners document services delivered to **all students in accordance with OMSP requirements and submit documentation timely** as directed by Weswurd for processing of claims;
14. The District is responsible for ensuring that **all supporting documentation**; such as, Evaluation Team Reports, Individualized Education Plans, and attendance records are **current, are available for audit, and fully support submitted OMSP service claims**;
15. The District acknowledges **documentation maintenance and retention** as a Medicaid Provider **may conflict with other District documentation retention policies**, and the District **will take appropriate action to ensure that all OMSP documents are being maintained for the appropriate amount of time**. Additionally, the District will ensure that **all personnel responsible for documentation retention are aware of all Medicaid documentation retention timelines**;

16. The District agrees that **Weswurd will complete all OMSP Cost Reports and AUP for all periods under this agreement even if the reconciliation dates fall outside the dates of this agreement (e.g. FY22 gets reconciled in FY24). The District will identify annually an employee to assist Weswurd to obtain documents required for AUP testing** by an independent CPA firm of the District's choosing (documents include ETRs, IEPs and Attendance records);
17. The District **retains all responsibility for the cost report data provided to Weswurd to complete the OMSP Cost Report, and as such, holds Weswurd harmless for any consequences (financial or other) to the District for data that was incomplete, inaccurate, not collected, or reported within the cost report guidelines, and thus could result in audit findings and/or related financial paybacks of previously paid reimbursements.** Furthermore, the District is responsible for **ensuring that if other federal funds (e.g. Title funds, VI-B funds, etc.) are utilized to directly pay for Medicaid eligible services, that they report the use of those funds on the federal OMSP Medicaid Cost Report,** so that they are not paid twice through federal funding sources. The District is solely responsible for compliance with federal fund reporting in accordance with the OMSP Cost Report guidelines, and any federal requirements for acceptance of federal funds, and including any reimbursement paybacks requested from the Federal Medicaid Program if District is found to have been overpaid;
18. The District retains all responsibility for any state/federal financial paybacks of Medicaid reimbursements received by the District for the circumstances of overpayment in the annual cost report settlement process, or for state or federal program audit findings due to program documentation non-compliance or other reason specified by the Federal Medicaid Program. **District holds Weswurd harmless for any reimbursement paybacks under these circumstances;**
19. The District acknowledges upon termination of contract there may still be documentation entries on the Weswurd computer documentation system that have not yet been processed as claims and agrees to forfeit the submission of those services as claims **once the ODM Trading Partner agreement has been terminated;**
20. The District hereby acknowledges and represents to Weswurd that the appropriate staff has reviewed, understood, and implemented all regulations, guidelines, and standard procedures affecting the operation of the OMSP represented by the District authorized signature below. The District shall be solely responsible for the compliance, and the compliance of its practitioners with all such regulations, guidelines, and liability for any failure to comply.

### Compensation

As compensation for services provided to the District by Weswurd, the District shall pay Weswurd an annual fee of **\$6,486.00** for services provided during each fiscal school year. Weswurd will invoice the District **\$540.50** monthly at the beginning of each month. Weswurd agrees that the total fees will not exceed 10% of the accrued reimbursement for each school year. The reconciliation process to ensure that the fee limit is not exceeded will occur after the District receives its final cost settlement from the State each year. Payment should be made within 30 days of receipt of invoice.

### Indemnification

Weswurd shall indemnify and hold harmless the District, its board, administrators, agents and employees from and against all claims, damages, losses or expenses, including but not limited to attorney fees, arising out of or caused in whole or in part by the intentional or negligent acts or omissions of Weswurd, anyone directly employed by Weswurd or anyone for whose acts Weswurd may be liable. This clause shall survive termination of this Agreement.

### Confidentiality

To the extent permitted by Ohio law, all materials and documents submitted by the District to Weswurd shall not be disseminated or disbursed to third parties without the express written consent of the District. Nothing contained in this paragraph shall require Weswurd to obtain consent for disclosure required by any federal, state or local law, rule or ordinance.

### Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding any prior written or oral discussions, negotiations and agreements.

### Severability

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

### Venue and Construction

This Agreement shall be governed by and construed under the laws of the State of Ohio. The parties stipulate that the appropriate venue for any litigation arising from or incident to this Agreement shall be the courts of the County in which the district is located in Ohio.

### Assignment

Weswurd shall not sell, assign or transfer any part of this Agreement, or the performance required hereunder, without the written consent of the District.

Time is of the Essence

Time is of the essence in all respects in connection with this Agreement.

Waiver

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

Modification

This Agreement shall not be modified, altered or changed except in a writing signed by both parties.

Relationship of the Parties

Weswurd is an independent contractor of the District, not a partner, agent or joint-venture of the District and neither party shall hold itself out contrary to these terms, nor shall either party be bound by any representation, act or omission whatsoever of the other.

Notice

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail at the address written below the respective party's signature.

**Eaton Community City School District**  
Board of Education

Weswurd, LLC  
Susan Bollin, Owner / Operator

By: \_\_\_\_\_  
Board President Date

By: \_\_\_\_\_  
Susan Bollin Date

By: \_\_\_\_\_  
Treasurer Date

By: \_\_\_\_\_  
Superintendent Date



## *Eaton Community Schools*

*Board Office  
306 Eaton Lewisburg Rd. Eaton, Oh 45320  
(937) 456-1107 Fax (937) 472-1057*

*Carla Kirsch, Secretary  
ckirsch@eaton.k12.oh.us  
[www.eaton.k12.oh.us](http://www.eaton.k12.oh.us)*

April 7, 2022

### **Terms of Agreement to be considered and/or negotiated in the Alternate School Food Authority Arrangements**

1. Agreement includes National School Breakfast and National School Lunch Programs.
2. Eaton Community City Schools will distribute free/reduced price meal applications to each household, based on names and addresses provided by the Educational Service Center.
3. Eaton Community City Schools will process free/reduced applications: Approving Official Carla Kirsch, Central Office Secretary.
4. The breakfast and lunch counts are put on a classroom roster which is forwarded to the office Secretary to compile the numbers for the meals to be delivered. The Secretary then emails these forms to the Café Manager who packs and delivers the food. The meals are set up in an offer vs. serve point of sale system for grades 9-12. K-8 have their meals delivered to their tables and the meals taken are marked off of the roster. The café manager enters the breakfast and lunch meals into the PaySchools POS system.
5. Monthly claim will be compiled and submitted to ODE by Eaton Community City School District Attendance edit check is monitored utilizing PaySchools QSP software.
6. Meal prices for breakfast and lunch will be set by Eaton Community City Schools District Board of Education.
7. Site has a no charge policy, per their administration. Secretary at site will collect money from students and adults. Money will be picked up daily by driver delivering meals.
8. Preble County ESC agrees to pay the Eaton Community School District an annual foodservice "cost of doing business" fee of \$16,640.00 annually. This covers the cost of an additional cook used to prepare, deliver and serve food along with the return to school, clean up and accounting for all meals served daily. In addition, this fee covers the retirement, workers comp, Medicare, SERS Surcharge, benefits, mileage, equipment, equipment maintenance, licensing, USDA reporting and USDA accountability. This fee is due by August 1 prior to the start of the school year.
9. Cancellation of services may be made at any time, by either SFA, with a written 30-day notice.
10. School calendars are closely matched due to the fact that the Eaton Community City Schools services the Preble County ESC site. If the site is in session and Eaton Community City Schools is closed, Eaton Community City Schools will still provide meal service. Preble County ESC will reimburse Eaton Community City Schools for any additional labor incurred in those instances.
11. Free/reduced meal applications are kept on file at the Eaton Community City School District.
12. Site is small with approximately 24 enrolled students. Currently, those students do not participate in an advisory group, menu planning, etc. The site is for behaviorally handicapped students.

SFA



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, 2022 and it shall remain in effect until May 26, 2023 (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 937-456-1187 Date 8/17/22

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.

## Tentative Graduation List 2022

Sidney Renee Adams	Morgan Jeffrey Dare
Madison Marie Adkins	Brady Parker Davis
Zachary Tyler Allbright	Eathan Wayne Davis
Rachel Elisabeth Allen	Cody Lee Depoyster
Tristan Emerson Apking	Laura Lee Dillon
Nicholas Azzalina II	Jenna Danielle Ditmer
Gavin Nicholas Bach	Jasmine Marie Dotson
Rajarshi Thomas Banerjee	Hailie Sabina Edwards
Camryn Jo Bates	Kenyon Isaac Falldorf
Autumn Grace Bean	Shane Michael Lee Finfrock
Delaney Christine Bell	Collin David Flyte
Breyden Michael Boston	Jasper Kiracofe Gains
Samantha Taylor Bowman	Hannah Marie Gartrell
Ayden Matthew Bradburn	Ashton Ray Geoit
Hayden Luke Bratton	Jamie Lynn Gibbs
Jonah Thomas Brewer	Sabrina Elizabeth Gramaglia
Nora Bloom Browning	Clayton Todd Gregg
Abbie Marie Bryant	Marae Nicole Gregory
Amberlee Ranae Campbell	Alison Kay Halveland
Caila Rae Paige Charles	James Macalister Harper
Alexius Chantel Clark	Madelyn Jane Haynes
Chloe Michele Clippinger	Dana Elaine Herrmann
Joseph Barry Collins	Nicolas Mark Hines
Max Nathaniel Combs	Hannah Alexis Hobbs
Ashlynn Kate Conley	Tanner Ryan Hobbs
Brady Spencer Cooper	Damian Dale Hodge
Zachary Neal Cottingim	Alicen Belle Hollon
Julianne Faith Couch	Abigail Catherine Howard
Lorena Marie Cravens	Magdelynn Rose Howard
Jarell Machi Curtiss	Dominic Raiden Isaacs

## Tentative Graduation List 2022

Jayden Matthew Jacks	Tiara Danielle Miles
Preston Elijah James	Jeffrey Isaac Miller
Ashlee Brooke Jimenez	Jacquelin Grace Mills
Michael Mathayus Johnson	Jaedon Shane Mills
Emilee Nichole Jones	Kyla Ann Mize
Kelby Alan Jones	Karma Hesham Mohamed Sabet Mohamed
Haneet Kaur Kang	Max David Montgomery
Jakob Riley Keller	Allison Paige Mowen
Grace Marie Kelly	Grace Katherine Murphy
Rachel Renee Kelly	Marcus Anthony Boone Olsen
Lillian Paige Kennedy	Shane Neil Osborn
Isabella Grace Kinnett-Weadick	Daisy Marie Othersen
Clayton Jeffrey Kiracofe	Baylor Bradley Oyler
Kenneth Carlisle Knox	Jayln Marie Penley
Henry Lawrence Kochensparger	Matthew Gale Piekutowski
Anna Joy Kramer	Brittney Nichole Popp
Justin Nicholas Liddy	Raegan Alyssa Prater
Zachary Taylor Mann	Gabriel Paul Puckett
Lucas Eli Marker	Kaitlyn Marie Puckett
Joshua Allen Martin	Hannah Ranae Randolph
Elaina Marie Maynard	Raven Harley Jane Reatherford
Grace Anne Maynard	Christian Miguel Reyna
James Hunter McCray	Grace Elizabeth Risner
Joseph Daniel McKee	Lainey Chevelle Roberts
Jewelina Ann Marie McKinley	Mason Curtis Roell
Stephen Tyler McNabb	Rylee Brooke Ruebush
Jayda Brooke McQueen	Aden James Satterfield
Cooper Joseph Mendenhall	Taylor Michael Schaeff
Matthew George Meyer	Matthew David Schrimper
Matthew Ryan Michael	Kinzee Jean Shafer



## Tentative Graduation List 2022

Alyssa Nicole Annmae Smith

Aubrey Paige Smith

Christopher Allen Spencer

Kayla Ann Stidham

Ciara Grace Straszheim

Andrew Scott Taylor

Harley Devon Taylor

Amyah Grace Thacker

Conner David Thompson

Chandler Royce Toler

Aubree Noelle Towe

Jaelynn Riley Trantanella

Andrew James Turpin

Abbigail Elaine Tuttle

Erin Alyse Washington

Alaina Katherine Webb

Lillian Mae Wehrley

Kai Allen West

Autumn Nashay Whalen

Aiden Nathaniel Williams

Ryan Matthew Willis

Theo Charles Winings

Kobe Jonathan - James Wise

David Jacob Wood

Benjamin Colin Woxman

Macy Alexandra Wright

Madeline Nicole Wright

Kadence Leann Wysong

**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, 2022, and ending June 30, 2023, 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, Easton, 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 Eaton 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, 2022, and ending June 30, 2023, 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.**

Approved:

**EATON COMMUNITY SCHOOL  
BOARD OF EDUCATION**

**BUTLER COUNTY  
EDUCATIONAL SERVICE CENTER**

\_\_\_\_\_  
Eaton Board of Education, Treasurer

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

\_\_\_\_\_  
Eaton Community School  
President Board of Education

\_\_\_\_\_  
Butler County ESC  
President Board of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_



March 15, 2022

Dear Superintendent/Treasurer:

As the foodservice consultant for the Southwestern Ohio Educational Purchasing Council, I would like to thank you for your participation in the 2021-2022 Foodservice Consulting Program. We are happy to extend the current year's contract to the 2022-2023 school year with the same services and the same annual cost. For your convenience I have attached last years signed agreement for your review. I am happy to come and meet with you to discuss our performance and any concerns you have for next school year. This will be the first extension of the original contract from the 2021-2022 school year. The original contract states ..."renewal options as mutually agreed by both parties."

Please sign and return the form below to renew the foodservice consulting contract for the 2022-2023 school year. Please feel free to call me if you have any questions.

Sincerely,

Bonnie Muckenthaler  
 Foodservice Consultant  
 303 Corporate Center Dr.  
 Vandalia, OH 45377  
 Phone- 937.890.3725

District Name: \_\_\_\_\_

The above listed district agrees to extend the 2021-2022 Foodservice Consulting Agreement with the same services at the same cost of \$17,100 for the 2022-2023 school year. This price includes the School Nutrition and Fitness Website.

School District Authorized Signature: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Ken Swink, EPC Executive Director Signature: \_\_\_\_\_ 

Signature Date: 3/15/2022

## Eaton Community Schools JOB DESCRIPTION

**Title:** MTSS Building Coordinator \_\_\_\_\_

**Reports To:** Assistant Superintendent

**Employment Status:** Supplemental

**FLSA Status:** Exempt

### QUALIFICATIONS:

1. Valid Ohio teaching certificate/license with reading endorsement.
2. A background in multi-sensory approach to teaching is preferred.
3. Knowledge of Multi-Tiered System of Support (MTSS)
4. Possess a regular and predictable attendance record, without tardiness.
5. Possess ability to work with students, teachers, and administration positively, effectively and energetically.
6. Effective oral and written communication skills.
7. Be able to collaborate and have effective team building skills.
8. Demonstrate a sincere desire to aid all students and interact with a positive attitude.
9. Have ability to maintain a high level of ethical behavior and confidentiality of information about students.

### GENERAL DESCRIPTION:

Under administrative direction, collaborate with the school's teachers, staff, and community to improve academic success for students. This position is responsible for coordinating, coaching, facilitating teachers in the Multi-Tiered System of Support (MTSS) Components.

### ESSENTIAL FUNCTIONS

1. Function as the MTSS Building resource person.
2. Coordinate assessment and placement of program participation for appropriate MTSS tiered instruction.
3. Collaborate with the Assistant Superintendent, Title Program Coordinator, Director of Student Services and School Psychology, principals, teachers, and other staff to ensure that students receive tiered instruction.
4. Assist the Assistant Superintendent, Title Program Coordinator, and Director of Student Services and School Psychology with staffing and budgetary needs.
5. Works with the Assistant Superintendent, Title Program Coordinator, and Director of Student Services and School Psychology to oversee the MTSS priorities, activities, and plans to ensure program efficiency, accountability, and in accordance with district strategic goals, including but not limited to creating and maintaining a building wide tracking document for all students in the process.
6. Assist Grade-Level teams in examining student work, using assessment data to plan differentiated instruction and support the implementation of Tier I Core Curriculum.
7. Coordinate and monitor the academic staffing need for Tiers II and III in Multi-Tiered System of Support (MTSS), as needed.
8. Monitor the academic progress of Tier I, II, and III students.
9. Monitor the implementation of the academic components within MTSS.
10. Collaborate with other staff supporting the behavior and social emotional components of MTSS.
11. Communicate with Administration, teachers and families as needed through the MTSS process.
12. Develop and oversee procedures for determining materials and supplies; maintain accurate inventories of items purchased with federal, state and local funds.
13. Perform other duties as required or deemed appropriate as the system evolves.

### OTHER DUTIES AND RESPONSIBILITIES:

Eaton Community Schools is an  
**EQUAL OPPORTUNITY EMPLOYER**

We do not discriminate on the basis of race, religion, color, sex, age, national origin, ancestry or disability.

5/2022

Eaton Community Schools  
 Title Programs Coordinator (K-5)  
 Page 2 of 3

1. Direct instruction which may include, but is not limited to, small group intervention, counseling, tutoring, demonstration lessons, curriculum development, peer coaching and mentoring.
2. May serve on educational related committees.
3. Provides reasonable precautions to protect material, equipment and facilities.
4. Maintains safety precautions at all times for students, staff, and parents.
5. Meets all evaluation timelines as required by law.
6. Performs other related duties as assigned by supervisor.
7. Administer curricular and instructional programs in accordance with district policies and administrative guidelines, Operating Standards for Ohio Schools, and the provisions of State and Federal law

**KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of: Board policies and procedures, building policies and procedures, student discipline code, motivational techniques, public relations, supervision, grading systems, standardized tests, Individualized Educational Plans, intervention techniques, diagnostic practices, standardized assessment practices, required reports, inventories, requisitions, emergency preparedness drills, multifactored evaluations.

Ability to: interpret policies, procedures, and regulations, administer student assessments, communicate effectively, supervise, schedule, evaluate, follow directions, maintain records and files, prepare reports, follow emergency preparedness procedures, recognize individual differences, interpret standardized test data.

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

**CONDUCT:**

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

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

**EQUIPMENT OPERATED:**

Computer, copier, laminator, and other items as required.

**ADDITIONAL WORKING CONDITIONS:**

Occasional exposure to severe weather, loud noise, unruly children/adults, blood, bodily fluids and tissue.

**TERMS OF EMPLOYMENT:**

One-Year Supplemental Contract

**PERFORMANCE EVALUATION:**

According to the ECTA/Eaton Board of Education Negotiated Agreement

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



5/2022

Eaton Community Schools  
Title Programs Coordinator (K-5)  
Page 3 of 3

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

[Approval date: May 9, 2022]