

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary
February 13, 2023

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

E. Beeghly _____ B. Deacon _____ B. Myers _____ L. Noble _____ T. Parks _____

C. Pledge of Allegiance

D. Recognition of Visitors

1. Todd Poeppelmeier, Garland/DBS, Inc.

E. Executive Session (If necessary)

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 January 6, 2023 Organizational Board Meeting.
2. Approve minutes of the January 6, 2023 Regular Board Meeting.
3. Submission of Warrants for January 2023.
4. Submission of Financial Report for January 2023.
5. Submission of Investment Report for January 2023.
6. Approve FY23 Supplemental Appropriations.

7. Accept the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor (Attachment A)
8. Recommend moving Kelsey Flanagan to Masters on the pay scale retroactively to January 10, 2023.
9. Approve Then and Now purchase order to Walsworth Publishing for \$5,135.77 with funds available then (9/13/22) and now for High School Yearbooks.
10. Approve contract with Rea & Associates to perform services related to records and transactions for the purpose of verifying data reported on the Medicaid School Program Agency Cost Report for Fiscal year 2022 through Fiscal Year 2024, (Attachment B)

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

A. Resignations and Retirements

The Administration recommends approval of the following resignations.

1. Jessica Callahan, Educational Aide, resignation effective January 19, 2023.
2. Mark Carnahan, Teacher, resignation for the purpose of retirement, effective May 26, 2023.
3. Angela Daugherty, Custodian, resignation for the purpose of retirement, effective, April 28, 2023.

B. Employment Classified Staff

The Administration recommends the employment of the following personnel for the 2022-2023 school year as a Sub Bus Driver in Training effective the day after Board approval unless otherwise noted. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and reimbursement per the Bus Driver Incentive Resolution.

1. Hope Burrell, retroactive to January 24, 2023.

C. Employment Classified Staff

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

1. Connie Post, Special Education Aide

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

The Administration recommends approval of the following substitute teacher/home instruction tutor for the 2022-2023 school year, as certified by the Preble County Educational Service Center.

1. Hunter Anderson
2. Tyler Claybaker, retroactive to January 17, 2023.
3. Helen Laura Hiner, retroactive to January 30, 2023.
4. Sara-Kristine Holman, retroactive to January 19, 2023.
5. Kaleb Joseph, retroactive to January 24, 2023.
6. Hanna Thomas, retroactive to January 11, 2023.

E. Employment of Non-Certificated Extracurricular Position

The following position has been posted and no 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 this nominee 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. Angela Hundley, Musical Instrumental Director

F. Volunteers

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

1. Frank Wright, Volunteer Baseball
2. Donnie Nicodemus, Volunteer Baseball Coach

G. Authorization to Operate School Van

The Administration recommends authorization for the following employees to operate the school van or truck without students aboard, during the 2022-2023 and 2023-2024 school year, pending completion of all state and local requirements.

1. Jack Eversole

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

H. Donations

The Administration recommends approval of the following donation.

1. From John Tuggle, Remagen, miscellaneous office supplies for the district.

I. 2024-2025 School Calendar

The Administration recommends approval of the 2024-2025 school calendar. End of quarter/semester and issuance of grade cards/interims to be determined by the Superintendent and Administrative Team, (Attachment C).

J. Agreement with Sinclair Community College

The Administration recommends approval of payment rates for Sinclair Community College to provide college level courses to students under Ohio's College Credit Plus program for the 2022-2023 school year (Attachment D).

K. Eaton High School Registration Booklet

The Administration recommends approval of the 2023-2024 Registration Booklet for Eaton High School. The handbook is on file at Eaton High School and at the Central Office.

L. Memorandum of Understanding – Edison State Community College

The Administration recommends approval of the Memorandum of Understanding between Edison State Community College and the Eaton Community Schools to provide college level courses to students under Ohio's College Credit Plus program for the 2022-2023 school year (Attachment E).

M. Schwartz Tutoring Memo of Understanding

The Administration recommends approval of a Memo of Understanding with Schwartz Tutoring for tutoring services for the 2022-2023 school year, (Attachment F)

N. Amendment to Lease Agreement

The Administration recommends approval of the amendment to the lease agreement between the Board of Education of the Eaton Community School District and the Miami Valley Community Action Partnership, formerly Community Action Partnership of the Greater Dayton Area (Attachment G).

O. Purchase of Maintenance Express Van

The Administration recommends approval to purchase, from Larkin Cobb Chevrolet, a 2017 Chevrolet Express Van to be used by the maintenance department at a cost of \$27,200.00.

P. Track Recoating Agreement

The Administration recommends approval to accept the proposal from Rekortan regarding track resurfacing at Eaton High School at cost of \$150,305.00, AEPA Cooperative Contract #020-A, (Attachment H).

Q. Continued Agreement with JT's Lawn and Spraying, LLC

The Administration recommends approval to renew the 2021 contract with JT's Lawn and Spraying, LLC, for mowing, edging and trimming at all site. Costs and services as indicated in the original bid specifications: mowing, edging, and trimming at all sites at a cost of \$23,700.00, and for weed control, fertilization, disease control, bed maintenance, and mulching for all sites,

at a cost of \$23,450.00. Services will run for one (1) mowing season from March 20, 2023 through November 20, 2023.

R. Overnight Student Travel

The Administration recommends approval of the following overnight student travel.

1. Competition Cheer Team and coaches to Dayton, Ohio February 18, 2023 to February 19, 2023 to participate in two different competitions, SWBL in Waynesville and Cheer for a Cure.

S. Agreement with Garland/DBS, Inc.

The Administration recommends approving roofing material and services proposal with Garland/DBS, Inc. through the Master Cooperative Purchasing Agreement with Cooperative Council of Governments and Equalis Group for Hollingsworth East Elementary for Solar Brite KEE 20 Year Warranty for Sections A, B, C, D, F, H, I, K, M, N, O, P & Q and Ladder Add Alternate for a total cost of \$1,288,035 immediately upon approval of ARP ESSER application, (Proposal #91-OH-230007 RFP # COG-2133).

T. Contract for Services

The Administration recommends the approval of the agreement with Strategies for Behavior Management: Consulting and Counseling, LLC to provide services during the 2022-2023 school year. (Attachment I)

U. Tentative Graduation List for 2023

The Administration recommends approval of the tentative list of graduations for the class of 2023. 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 J).

V. Obsolete Items

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

1. (1) 2002 Blue Bird TC2000, handicap school bus, VIN 1BAAHCPA82F204682, tag number 4297, Transportation Department
2. (1) 2000 Blue Bird TC2000, handicap school bus, VIN 1BAAHCPA7YF091459, tag number 13687, Transportation Department
3. (1379) Miscellaneous outdated leveled reader books of no value, East Elementary
4. (327) Miscellaneous library books of no value, Bruce Elementary
5. (170) Miscellaneous library books of no value, High School

Motion by _____, seconded by _____

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____

W. Executive Session

To discuss the employment of a public official and school safety.

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.

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, March 13, 2023 – 6:00 p.m.
Location: East Elementary School

Meeting: Regular Board Meeting
Date/Time: Thursday, April 13, 2023 – 6:00 p.m.
Location: East Elementary School

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED
BY THE BUDGET COMMISSION AND AUTHORIZING, THE
NECESSARY TAX LEVIES AND CERTIFYING THEM TO
LAVON WRIGHT, PREBLE COUNTY AUDITOR**

(CITY, VILLAGE OR RURAL BOARD OF EDUCATION)

REVISED CODE, SEC. 5705.34, -35

*The Board of Education of the EATON COMMUNITY SD, Preble County, Ohio,
met in session on the day of 2023
(regular or Special)
at the office of with the following members present:*

.....
.....
.....
.....
.....

Mr. moved the adoption of the following resolution:

*WHEREAS, This Board of Education in accordance with the provisions of law has
previously adopted a Tax Budget for the next succeeding fiscal year commencing July 1st,
2023: and,*

*WHEREAS, The Budget Commission of Preble County, Ohio, has certified its
action thereon to this Board together with an estimate by the County Auditor of the rate of each
tax necessary to be levied by this Board, and what part thereof is without, and what part within,
the ten mill tax limitation: therefore, be it*

*RESOLVED, By the Board of Education of the EATON COMMUNITY SD,
Preble County, Ohio, that the amounts and rates, as determined by the Budget Commission in
its certification, be and the same are hereby accepted; and be it further*

*RESOLVED, That there be and is hereby levied on the tax duplicate of said School District
the rate of each tax necessary to be levied within and without the ten mill limitation as follows:*

EATON COMMUNITY SD
TAX VALUATION - \$ 350,334,520

SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY
 BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES.**

FUND	Amount to Be Derived From Levies Outside 10 mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column II	Column IV		
Sinking Fund				
Bond Retirement Fund				
General Fund	6,026,200	1,191,140	3.40	29.00
Library Fund				
For improvement				
State				
BOND RETIREMENT (\$28,200,000)	2,802,680			8.00
BOND RETIREMENT (\$6,850,000)	700,670			2.00
CLASSROOM FACILITIES	150,380			.50
Total	9,679,930	1,191,140	3.40	39.50

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	County Auditor's Estimate of Yield of Levy (Carry To Schedule A, Col. II)
GENERAL FUND:		
Current expense levy authorized by voters on 1976		
not to exceed CONT years	21.00	4,298,450
Current expense levy authorized by voters on OCT 7 1980		
not to exceed CONT years.	8.00	1,727,750
Fund: Levy authorized by voters on		
not to exceed years.		
BOND RETIRE (\$ 28,200,000) Fund: Levy authorized by voters on NOV 6, 2001		
not to exceed 28 years.	8.00	2,802,680

BOND RETIRE (\$ 6,850,000) Fund: Levy authorized by voters on MAY 4, 2010		
not to exceed 28 years.	2.00	700,670
CLASSROOM FACILITIES Fund: Levy authorized by voters on MAY 4, 2010		
not to exceed 23 years.	.50	150,380

and be it further

RESOLVED, That the Treasurer of this Board is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Mr. seconded the Resolution and the roll being called upon its adoption to the vote resulted as follows:

Mr.

Mr.

Mr.

Mr.

Mr.

Adopted the day of2023

.....
Treasurer of the Board of Education of the
EATON COMMUNITY LSD,
Preble County, Ohio.

**CERTIFICATE OF COPY
ORIGINAL ON FILE**

The State of Ohio, Preble County, ss.

*I, RACHEL TAIT, Treasurer of the Board of Education of the EATON COMMUNITY SCHOOLS ,
in said County, and in whose custody the Files and Records of said Board are required by the Laws of
the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original*

*now on file with said Board, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.*

WITNESS my signature, thisday of, 2023

*Treasurer of the Board of Education of the
EATON COMMUNITY LSD,
Preble County, Ohio.*



Rea & associates *a brighter way*

October 3, 2022

Ms. Rachel Tait, Treasurer
Eaton Community Schools
306 Eaton Lewisburg Rd
Eaton, OH 45320

Dear Ms. Tait:

This Arrangement Letter is to explain Rea & Associates, Inc.'s ("Rea", "we", "us", or "our") understanding of the arrangements for, and the nature and limitations of, the services we are to perform for Eaton Community Schools (the "School") with respect to certain records and transactions of the School for the purpose of verifying data reported on the Medicaid School Program Cost Report. The School is responsible for the Subject Matter. The specific procedures to be performed are included in the following link:

<http://education.ohio.gov/Topics/Finance-and-Funding/Programs/The-Ohio-Medicaid-Schools-Program>

We are pleased to confirm our acceptance and our understanding of this agreed-upon procedures engagement by means of this letter ("Arrangement Letter").

Engagement Services

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Because the procedures included in the above link do not constitute an examination or review, the objective of which is the expression of an opinion or conclusion, respectively, we will not express an opinion or any other form of assurance thereon and if additional procedures were to be performed, other matters might have come to our attention.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed. The following documents will be submitted to the School:

1. Agreed-Upon Procedures Report
2. Attestation of Findings
3. Medicaid School Program Cost Report – Original (Pre Agreed-Upon Procedures)
4. Medicaid School Program Cost Report – Final (Post Agreed-Upon Procedures)
5. T1 and T2 Reports, only if transportation is reported

Our report will contain a statement that it is intended solely for the use of the School, the Ohio Department of Medicaid and the Ohio Department of Education and should not be used by those who have not agreed to the procedures and taken responsibility for the appropriateness of the procedures for their purposes.

If circumstances arise relating to the condition of the School's records, the availability of appropriate evidence that, in our professional judgment, prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express our findings or issue a report, or withdrawing from the engagement.

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The procedures that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

We will maintain our independence in accordance with the standards of the AICPA.

School's Responsibilities

The appropriateness of the procedures included in the above link is solely the responsibility of the School and other specified parties. We make no representation regarding the appropriateness of the procedures described above, either for the purpose for which these services have been requested or for any other purpose.

Management is responsible for:

1. providing to us, prior to the conclusion of the engagement, written acknowledgment that the procedures are appropriate for the intended purpose of this engagement;
2. providing to us, at the conclusion of the engagement, a representation letter in accordance with attestation standards established by the AICPA;
3. the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the Subject Matter that is free from material misstatement, whether due to fraud or error;
4. the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the School involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the Subject Matter; and
5. informing us of its knowledge of any allegations of fraud or suspected fraud affecting the School received in communications from employees, former employees, analysts, regulators, or others.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the School's books and records. The School will determine that all such data, if necessary, will be so reflected. Accordingly, the School will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by School personnel, has been discussed and coordinated with the Treasurer. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

Fees and Costs

The fees for the services described above are estimated not to exceed \$2,125 for the cost report dates ending 2022, 2023 and 2024, and may be subject to adjustments based on unanticipated changes in the scope of our work. All other provisions of this letter will survive any fee adjustment. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

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Use and Ownership; Access to Documentation

The Documentation for this engagement is the property of Rea. For the purposes of this Arrangement Letter, the term "Documentation" shall mean the confidential and proprietary records of Rea's procedures performed, relevant evidence obtained, other related workpapers, and conclusions reached. Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Rea for the School under this Arrangement Letter, or any documents belonging to the School or furnished to Rea by the School.

Review of Documentation by a successor practitioner or as part of due diligence is subject to applicable Rea policies, and will be agreed to, accounted for and billed separately. Any such access to our Documentation is subject to a successor practitioner signing an Access & Release Letter substantially in Rea's form. Rea reserves the right to decline a successor practitioner's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the School, the School will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The attest documentation for this engagement is the property of Rea & Associates, Inc. and constitutes confidential information. However, we may be requested to make certain attest documentation available to the Ohio Department of Medicaid and or the Ohio Department of Education pursuant to authority given to each agency by law or regulation. If requested, access to such attest documentation will be provided under the supervision of Rea & Associate Inc.'s personnel. Furthermore, upon request, we may provide copies of selected attest documentation to Ohio Department of Medicaid and or the Ohio Department of Education. These agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. This being said, Rea & Associates, Inc. will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries. We acknowledge that Rea & Associates, Inc.'s personnel and principles have not been suspended or debarred.

Indemnification, Limitation of Liability, and Claim Resolution

Because Rea will rely on the School and its management to discharge the foregoing responsibilities, you agree to indemnify, hold harmless and release Rea and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the School's management.

The School and Rea agree that no claim arising out, from, or relating to the services rendered pursuant to this arrangement letter shall be filed more than two years after the date of the agreed-upon procedures report issued by Rea or the date of this arrangement letter if no report has been issued. The School waives any claim for punitive damages. Rea & Associates, Inc.'s liability for all claims, damages and costs of the School arising from this engagement is limited to the amount of fees paid by the School to Rea & Associates, Inc. for the services rendered under this arrangement letter.

In no event shall Rea or the School, or any of their respective partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns (collectively, the "covered parties" and each individually, a "covered party"), be liable for the

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interruption or loss of business, any lost profits, savings, revenue, goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special, exemplary, or similar such damages, even if advised of the possibility of such damages. To the fullest extent permitted by law, the total aggregate liability of the covered parties arising out of, from, or relating to this arrangement letter, or the report issued or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a covered party's negligence or breach of contract or warranty, or relating to or arising from a government, regulatory or enforcement action, investigation, proceeding, or fine, will not exceed the total amount of the fees paid by the School to Rea under this arrangement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the School of its payment obligations to Rea under this arrangement letter.

Confidentiality

Rea and the School may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, Rea and the School agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, Rea is permitted to disclose the School's Confidential Information to Rea's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Personal Information

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws,

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and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the School or the School's customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We will use all such School-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of School-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

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In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new arrangement letter will be required.

We may terminate this Arrangement Letter upon written notice if we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or our client acceptance or retention standards.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

Miscellaneous

Our professional standards require that we perform certain additional procedures on current and previous years' engagements, whenever a partner or professional employee leaves RSM and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Governing Law

This Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Arrangement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Arrangement Letter constitutes the complete and exclusive statement of agreement between Rea and the School and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

Eaton Community Schools
October 3, 2022
Page 7

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Arrangement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for the agreed-upon procedures we are to perform with respect to the Subject Matter, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Rea & Associates, Inc.

Confirmed on behalf of the School:

Rachel Tait, Treasurer

Date

Eaton Community Schools 2024-2025 School Calendar

ATTACHMENT C

Summary of Hours in Classroom:

The State minimum instructional hours are 1001 for High School programs and 910 for Elementary programs. ECS Hours are as follows:
174 student days + 2 P/T Days + 2 PD Days = 178

East & Bruce Elementary	1,068 hours
Middle & High School	1112.5 hours

Summary of Hours in Classroom (Elementary @ 6 hours/day):

Grading Periods (hours/days)

1 st Quarter (Aug. 21 – Oct. xx)	xxx / xx
2 nd Quarter (Oct. xx – Dec. xx)	xxx / xx
3 rd Quarter (Jan. 4 – March 10)	xxx / xx
4 th Quarter (March 13 – May 25)	xxx / xx

Summary of Hours in Classroom (MS & HS @ 6.25 hours/day):

Grading Periods (hours)

1 st Quarter (Aug. 21 – Oct. xx)	xxx / xx
2 nd Quarter (Oct. xx – Jan xx)	xxx / xx
3 rd Quarter (Jan. xx – March xx)	xxx / xx
4 th Quarter (March xx – May 30)	xxx / xx

CALENDAR LEGEND

Start/End Days	
End Quarter Grades K-5	
End Quarter Grades 6-12	
P/T Conferences	
Prof Development/No School	
No School/Holiday	
Interim/Grades Issued	

NON-STUDENT DAYS

Labor Day	9/2
Staff Prof. Dev.	9/23
Columbus Day	10/14
Staff Prof. Day	10/15
Veterans Day	11/8
Thanksgiving Break	11/27 – 11/29
Winter Break	12/23 – 1/3
MLK Jr. Day	1/20
Staff Prof. Dev.	xx
Conference Make-up	2/14
President's Day	2/17
Staff Prof. Dev.	xx
Spring Break	3/31-4/4
Staff Prof Dev	4/18
Memorial Day	5/26

Calamity Make-up Days

- Calamity Days 1-5 – Students will not make-up.
- Calamity Days 6-8 – eDay Lessons.
- Any additional calamity days beyond 8 will be made up as needed.

August 2024	
Aug 19	Teacher Work Day / Open House
Aug 20	No School for Students – Staff Prof Dev Day
Aug 21	First Day for Students
September 2024	
Sept. 2	No School – Labor Day
Sept. xx	Interim Reports Issued
Sept. 23	No School for Students – Staff Prof. Dev. Day
October 2024	
Oct. 14	No School – Columbus Day
Oct. 15	No School for Students – Staff Prof. Dev. Day
Oct. xx	End 1 st Quarter All Grades
Oct. xx	Grade Cards Issued All Grades
November 2024	
Nov. 7	Parent/Teacher Conferences
Nov. 8	No School – Veterans Day/ PT Conference Make-up Day
Nov. xx	Interim Reports Issued All Grades
Nov. 27-29	Thanksgiving Break
December 2024	
Dec. xx	End 2 nd Qtr./1 st Semester Grades K-5
Dec. 23-31	No School – Winter Break
January 2025	
Jan. 1-3	No School Winter Break / Jan 3 rd Staff Professional Development Day
Jan. 6	Classes Resume
Jan. xx	Grade Cards Issued K-5
Jan xx	End 2 nd Qtr./1 st Semester Grade 6-12
Jan. 20	No School – MLK Jr. Day
Jan. xx	Grade Cards Issued 6-12
February 2025	
Feb. xx	Interim Reports Issued K-5
Feb. xx	Interim Reports Issued 6-12
Feb. 13	Parent/Teacher Conferences
Feb. 14	No School - Conf. Make Up Day
Feb. 17	No School – Presidents' Day
March 2025	
March xx	End 3 rd Qtr. Grades K-5
March xx	End 3 rd Qtr. Grades 6-12/ Grade Cards Issued K-5
March 28	No School for Students – Staff Prof. Development Day
March xx	Grade Cards Issued 6-12
March 31	No School – Spring Break
April 2025	
April 1-4	No School – Spring Break
April 18	No School – Good Friday
April xx	Interim Reports Issued All Grades
May 2025	
May 26	No School - Memorial Day
May 30	Last Day for Students (End 4 th Quarter/2 nd Semester) All Grades
June 2025	
June 2	Teacher Work Day-Last Day for Staff
June xx	Grade Cards Issued All Grades
June xx	Graduation

August 2024				
M	T	W	T	F
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
September 2024				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
October 2024				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
November 2024				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
December 2024				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
January 2025				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
February 2025				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
March 2025				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
April 2025				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
May 2025				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
June 2025				
2	3	4	5	6

**COLLEGE CREDIT PLUS
AGREEMENT
BETWEEN
SINCLAIR COMMUNITY COLLEGE
AND
_____ SCHOOL DISTRICT**

This Agreement is entered into by and between Sinclair Community College (Sinclair) and _____ School District (District). The purpose of this Agreement is to set forth the general terms under which Sinclair will provide college level courses to students of the District under Ohio's College Credit Plus program. All terms of this Agreement shall be interpreted to be consistent with the provisions of Ohio Revised Code Chapter 3365 and Ohio Administrative Code Sections 3333-1-65 through 3333-1-65.14. The parties agree as follows:

A. Term of Agreement

This Agreement shall become effective on the last date of signature below and remain in effect until terminated by either party. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party; however, the termination will not be effective until the end of the District's current school year.

B. College Credit Plus courses may be provided under this Agreement in any of the following ways:

1. College courses taught at a high school by a high school teacher.
2. College courses taught at a high school by a Sinclair instructor.
3. College courses taught at a Sinclair location or online by a Sinclair instructor.

C. Sinclair will:

1. Comply with all requirements imposed on it by Ohio Revised Code Chapter 3365 and Ohio Administrative Code Section 3333-1-65 through 3333-1-65.14.
2. Designate a Sinclair employee to serve as a College Credit Plus Coordinator to oversee implementation of this Agreement.
3. Apply its established standards and procedures for admission to Sinclair and for course placement for District students who seek to take courses under this Agreement, including placement tests.
4. Provide to each District high school for each Sinclair academic term a list of students who are enrolled at Sinclair under this Agreement and a list of course assignments for each student.
5. Promote the College Credit Plus program and the District's participation with Sinclair in the program on Sinclair's website and in appropriate written materials and advertising.
6. Coordinate with the District to present at least one informational session about the College Credit Plus program per school year for interested students and parents.
7. Provide one or more Sinclair employees to fulfill the advising requirements for each District student enrolled at Sinclair under this Agreement and ensure that the advising occurs with the student at least once each term, prior to Sinclair's established

withdrawal date, to discuss the program and the courses in which the student is enrolled. Advising and communication about critical dates will be made available in-person, by email, and/or through electronic resources.

8. Review the documentation submitted by the District in connection with any high school teacher whom the District seeks to be eligible to teach Sinclair courses and determine if the teacher is qualified to teach these courses.
9. Before assigning any instructor to teach a Sinclair course at a District high school, assure that the instructor has successfully completed any criminal background check that the District may require.
10. Provide at least one professional development session per school year for high school teachers who are teaching College Credit Plus Courses at the High School under this Agreement.
11. Apply all of its policies generally applicable to Sinclair students, including its Student Code of Conduct, to all District students enrolled in courses under this Agreement.
12. Award transcribed college credit for all courses successfully completed by a District student under this Agreement.

D. District will:

1. Comply with all requirements imposed on it by Ohio Revised Code Chapter 3365 and Ohio Administrative Code Section 3333-1-65 through 3333-1-65.14.
2. Designate a District employee to serve as a College Credit Plus Coordinator to oversee implementation of this Agreement.
3. Identify high school teachers qualified to teach Sinclair courses and submit to Sinclair all documentation needed for Sinclair to determine if the teachers qualify to teach Sinclair courses.
4. If any instructors are assigned to teach a Sinclair course at a District high school, inform Sinclair in writing prior to the start of any academic year if the instructor is required to successfully complete any criminal background check of the District.
5. Each year, prior to the District's general deadline for student course registration for the next school year, publicize to District students in grades six through eleven and their parents, the availability of Sinclair courses under this Agreement.
6. Provide counseling services to District students in grades six through eleven and their parents before the students apply to Sinclair or participate in any Sinclair courses under this Agreement to ensure the students and parents are fully aware of the possible consequences and benefits of participation, including all counseling information required by Ohio Revised Code 3365.04.
7. Coordinate with Sinclair the process for admitting District students to Sinclair and enrolling District students in Sinclair courses offered under this Agreement.
8. Communicate to District students and parents the process for admission to Sinclair and registration for Sinclair courses offered under this Agreement.
9. Communicate to District teachers, students, and parents the various course academic requirements and outcomes and adhere to those for each course.
10. Provide or pay for all textbooks for District students participating in any courses offered under this Agreement, at no cost to the students, their parents or Sinclair.
11. Ensure students' grades and any withdrawals are reported to Sinclair in accordance with Sinclair procedures and deadlines.

12. Unless otherwise agreed to by the parties, provide and pay for any disability related reasonable accommodations provided to students during the enrollment process and in connection with any Sinclair course. When the district provides the reasonable accommodations, their nature and extent will be as agreed to by the District and Sinclair, with appropriate input from the student.
13. Provide written notice to Sinclair of the expulsion of any student enrolled in a Sinclair course under this Agreement, and if the District has adopted a "policy to deny high school credit for courses taken under the college credit plus program" during an expulsion of a student by the District, as set forth in Ohio Revised Code Section 3365.032.
14. Provide written notice to Sinclair and all Sinclair instructors assigned to teach any Sinclair course at a District high school, of all applicable policies and procedures with which the instructor is required by the District to comply.

E. Courses to be taught at the high school:

The specific college courses to be taught each school year at a District high school or taught online with a District high school teacher serving as proctor or facilitator will be agreed upon annually by Sinclair and the District prior to the start of each academic year and set forth in an Addendum to this Agreement.

The parties will endeavor to have a list of these agreed upon courses available to District students and parents prior to the date students register for high school classes for the next school year; however the list may be adjusted or expanded at any time.

Sinclair may establish a minimum and/or maximum number of students or other conditions related to these courses (such as appropriate facilities) for any particular course to be actually provided.

F. Payment to Sinclair

Sinclair will be paid for the services it provides under this Agreement by the Ohio Department of Education in accordance with Ohio Revised Code Section 3365.07 for the courses provided under this Agreement, at the rates set forth in Exhibit A.

The rates set forth in Exhibit A will be in effect for one academic year only. For each subsequent academic year, Sinclair will provide written notice to the District of Sinclair's intended rates for the next academic year. Sinclair and the District will negotiate in good faith regarding the rates to determine agreed upon rates on or before February 1. The agreed upon rates shall be set forth in writing and attached as a new Exhibit A to this Agreement.

G. Additional Services and Funding from Sinclair:

Sinclair may:

1. Make additional professional development opportunities available or provide funding to the District for such opportunities for teachers employed by the District so that those

teachers may obtain the applicable credentials necessary to be approved by Sinclair as adjunct faculty and teach Sinclair Courses under this Agreement.

2. Provide funding to the District for defraying a portion of the expenses associated with purchasing textbooks for District students taking courses under this Agreement.
3. Provide scholarships for District students who enroll at Sinclair following graduation from high school.

Any such additional services and/or funding from Sinclair will be based on availability of funds and will be set forth as an Addendum to this Agreement or in one or more separate agreements between Sinclair and District.

H. Participation of Students:

This Agreement cannot be used by either party to limit participation of a student in enrolling in courses not subject to this Agreement.

I. Nondiscrimination:

Each party will comply with all applicable laws regarding equal employment opportunity in connection with this Agreement and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion or disability.

J. Governing law:

This Agreement shall be governed by and construed under the laws of the State of Ohio, as they may be amended from time to time.

- K.** Any amendment or addendum to this Agreement must be in writing and signed by authorized representatives of both parties.

L. Entirety of Agreement:

This Agreement, including all Exhibits and any addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating hereto.

SINCLAIR COMMUNITY COLLEGE

DISTRICT

Dr. Steven L. Johnson, President and CEO

Name/Title: _____

Date

Date

EXHIBIT A
PAYMENT RATES FOR 2023-2024 ACADEMIC YEAR

The following rates shall be in effect for the 2023-2024 school year, including summer 2023, fall 2023 and spring 2024:

Category 1 Courses-College courses taught at a high school by a teacher employed by District: **The “default floor amount” established in accordance with Ohio Revised Code Chapter 3365.07.**

Category 2 Courses-College courses taught at a high school by an instructor employed by Sinclair: **The same rate as set forth for Category 1.**

Category 3 Courses-College courses taught at a Sinclair location or online by an instructor employed by Sinclair: **The same rate as set forth for Category 1.**

The “default floor amount” will be determined by law based on a formula of the Ohio Department of Higher Education. The formula is based in part on the Per Pupil Foundation rate established from time to time by the Ohio General Assembly. The parties expect that the Per Pupil Foundation rate for the 2023-2024 will be finalized by the Ohio General Assembly on or before June 30, 2023 and agree to use the resulting “default floor amount” as the rates, as set forth above.

The course rates stated above for Category 2 and 3 courses constitute “an alternative payment structure” and/or “an alternative funding structure” as those terms are used in Ohio Revised Code Section 3365.07 and/or Ohio Administrative Code Section 3333-1-65.6.



College Credit Plus
Memorandum of Understanding
between
Edison State Community College and
Ohio Public and Private School Districts
Academic Year 2023 – 2024

The purpose of this agreement is to document the intent of the high school listed on the signature page (hereinafter "the District") to partner with Edison State Community College (hereinafter "Edison State") to deliver College Credit Plus (CCP) courses to the high school's students in accordance with Chapter 3365 of the Ohio Revised Code and Chapter 3333-1-65 of the Ohio Administrative Code.

The District will:

- Include a link to information about Edison State's CCP program on the high school's website.
- Coordinate with Edison State to participate in at least one CCP event dedicated to providing information to students and parents.
- Provide textbooks and any other instructional materials for all CCP courses held at the high school.
- For courses offered at the high school, cooperate with Edison State to ensure that the courses use the same syllabi and learning outcomes, and the same or comparable textbooks, materials, and assessments as the courses delivered at Edison State.
- Submit the required documents for the assessment of Edison State's general education outcomes.
- Help to provide SSID/UIN and selective service numbers, along with award letters (when applicable), in cases where the College is not able to obtain them otherwise.
- Ensure that student registrations for CCP courses through Edison State are received prior to the start of courses.
- When any student reaches the 30-credit hour annual maximum, promptly notify the student and Edison State so that appropriate re-scheduling and/or self-pay arrangements can take place. This notification should occur at the point of registration and should include the total number of overage hours for each student.
- Notify Edison State of any "underperforming students" who are placed on CCP probation or are dismissed from the CCP program; and provide Edison State with the high school's CCP reinstatement policy.
- Inform students that participation in CCP involves enrollment in college courses, which may contain mature subject matter.
- Verify that students are enrolled in courses that meet the criteria for CCP eligibility (Level 1, Level 2, and non-allowable courses) and discuss drop or self-pay options with student/parent as needed.



23-24 Memorandum of Understanding

Edison State will:

- Provide textbooks and any instructional materials for CCP students taking courses at Edison State's campuses and online.
- Provide Edison State scholarship and tuition waiver information to each CCP partner school.
- Assign an advisor to each CCP student and provide the opportunity for that student to meet with their advisor prior to Edison State's no-fault drop deadline.
- Publish the list of the College's Level 1/Level 2 CCP courses on the Edison State website.
- Certify high school instructors who teach CCP courses as adjuncts according to ODHE and Higher Learning Commission qualification requirements.
- Provide a faculty mentor for each certified high school/CCP instructor.
- Provide a professional development opportunity for certified adjuncts and conduct at least one full-period observation of each College course taught in the High School in compliance with ODHE regulations.
- Ensure the CCP courses offered in the secondary school follow the same course syllabus and learning outcomes, use the same or comparable textbooks, materials, and assessments as the College courses delivered on the College campus.
- Submit CCP enrollment data files to the state for application of the 2023-2024 CCP default billing rates.
- Make all Edison State CCP informational materials available to the high school.
- Report election of Option A "self-pay" courses to counselors within the pre-term notice of admission.
- Ensure CCP students complete mature subject matter permission slip and questionnaire requirements.
- Inform students that participation in CCP involves enrollment in college courses, which may contain mature subject matter.
- Provide guidance to students on reviewing course materials prior to enrollment and provide information about the college policy on dropping and withdrawing from courses.
- Post a mature subject matter disclaimer to the college website and within CCP application materials.
- Supply the high school with data on the success of its CCP students from the previous CCP year. Other data may be provided upon the request of the high school.

 School District

 Superintendent

 Date

 High School Principal

 Date

 Dr. Melissa A. Wertz, Provost, Edison State Community College

 Date

Cc: Edison State Community College
 Superintendent of School District
 High School Principal

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made this 8th day of February 2023, by and between Eaton Middle School (hereinafter referred to as "Eaton") and Schwartz Tutoring (hereinafter referred to as "Schwartz").

BACKGROUND Eaton Middle School intends to provide a Tier 2 intervention program for students who are at least 1 year behind grade level, to receive after-school tutoring services. Schwartz Tutoring, a Qualified Educational Service Provider, will provide 7 tutors to work with 23 students in small groups of 3-4. 13 of these students will receive help with fractions, and the other 10 will receive help with computation. These tutors are currently juniors in Miami University's EDT430 class, studying to become future math teachers and are part of the Department of Teaching, Curriculum, and Educational Inquiry at Miami University. Schwartz has already provided Eaton with the FBI and BCI background checks for these tutors. In the event that these tutors are unavailable, Schwartz Tutoring will provide alternate tutors who are either studying business, math, or science and will provide background checks as needed for the backup tutors if they are utilized.

TERMS OF AGREEMENT

1. Tutoring Schedule.

The after-school tutoring program will take place on Tuesdays, Wednesdays, and Thursdays and the tutoring sessions will be conducted online via Google Meet between 2:50pm - 3:20pm. The program will range from 2-28-2023 through 3-16-2023, followed by a week off for Miami's Spring Break, then will proceed from 3-28-2023 through 3-30-2032, followed by a week off for Eaton's Spring break. The rest of the program will range from 4-11-2023 through 5-11-2023.

2. Responsibilities.

- a) Eaton will provide space after school for the sessions to take place, Chromebooks for the students to use, and at least 1 adult supervisor for the program.
- b) Eaton will be responsible for setting up the Google Classroom and providing the Bridges Math Intervention curriculum.
- c) Schwartz Tutoring will be responsible for providing the tutors and their payroll functions. The tutors are on track to become licensed teachers upon completion of their studies.
- d) Schwartz Tutoring will collaborate with Eaton to host a Parent Info Night on 2-16-2023 at the Middle School to facilitate getting parents signed up for the OH ACE Program grant. Eaton will not have to pay for the program

3. Confidentiality.

Neither party will disclose, divulge, or communicate any confidential information of the other party without the express written consent of the other party. Confidential information shall include, but not be limited to, trade secrets, business and financial information, and other proprietary information, regardless of whether it is marked as confidential or proprietary.

4. Compliance with Laws.

This agreement is subject to compliance with all applicable laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

5. Force Majeure.

Neither party shall be liable for any failure to perform its obligations under this agreement due to acts of God, acts of government, wars, riots, strikes, accidents, or other causes beyond the control of the parties.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and supersedes any other previous agreement or understanding, whether written or oral, relating to the subject matter of this agreement. This agreement may only be amended in writing and signed by both parties.

7. Binding Effect.

This agreement shall not be binding until adopted by the Board of Education in a public session.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first above written.

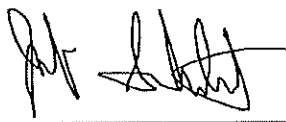
Signed,

Eaton Middle School:

Authorized Representative:

Date:

Schwartz Tutoring:



Authorized Representative:

Jacob Schwartz

Date:

2-08-2023

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (the "Amendment"), dated effective as of November 1, 2021 ("Effective Date"), is by and between **THE BOARD OF EDUCATION OF THE EATON COMMUNITY SCHOOL DISTRICT**, a political subdivision of the State of Ohio ("Landlord") with an address at 306 Eaton Lewisburg Road, Eaton, Ohio 45320, and **MIAMI VALLEY COMMUNITY ACTION PARTNERSHIP** (formerly **COMMUNITY ACTION PARTNERSHIP OF THE GREATER DAYTON AREA**), an Ohio non-profit corporation ("Tenant") with an address at 308 Eaton-Lewisburg Rd., Eaton, Ohio 45320.

WHEREAS, the parties previously entered into a Lease Agreement dated November 1, 2015 (the "Lease") with respect to certain premises located at 308 Eaton-Lewisburg Road, Eaton, Ohio 45320, as further described in the Lease (the "Premises"). Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

WHEREAS, the term of the Lease expire on October 31, 2022 and the parties desire to amend the Lease to extend the term for an additional one (1) year period, all pursuant to terms set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree to amend the Lease as follows:

1. Section 3 of the Lease is amended to read as follows:

"The term of this Lease shall commence on November 1, 2022 (the "Commencement Date"), and shall terminate on October 31, 2023 (the "New Term"). Upon expiration of the New Term and provided Tenant is not then in default under this Lease, Landlord may renew this Lease for additional periods of one (1) year each, upon sixty (60) days advance written notice from Tenant (each a "Renewal Term" and together with the New Term, collectively, the "Term"). Notwithstanding the foregoing, provided Tenant is not then in default under this Lease, Tenant may terminate this Lease at any time during the Term upon thirty (30) days advance written notice to Landlord, subject to Section 15 below."

2. The Rent for the Premises shall continue in effect in accordance with the terms of Section 3 during the New Term. Landlord may, in its sole discretion, increase the Rent during any Renewal Term, upon the consent of Tenant.
3. All terms and conditions of the Lease not amended herein remain unchanged and the parties hereby ratify and confirm the Lease as amended hereby. The provisions of this Amendment and the Lease shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.
4. This Amendment will in all respects be governed and construed in accordance with the laws of the State of Ohio.



Date: January 16, 2023
 Project: Eaton HS Track
 Location: 600 Hillcrest Dr, Eaton, OH 45320
 Scope: Track Respray
 Track Area: 6,322 SY

Rekortan Corporation appreciates the opportunity to provide you with a proposal for **Rekortan® Track Surfacing** (manufactured by Advanced Polymer Technologies) to be installed at Eaton High School.

Base Bid Track Surfacing

Rekortan RS (Red) = **\$150,305.00**

See below breakdown for accounting purposes only

Material - \$55,250.00

Install - \$95,055.00

Unit Pricing

Caulking = **\$3.00/LF**

Track Surface Patching = **\$7.00/SF**

INCLUSIONS

- Thoroughly pressure wash existing track surface. These units are equipped with a rotating high-pressure washing head capable of producing 4,000 PSI. Facility owner is responsible for providing a water source for washing surfaces. (Upon Completion there will most likely be overlapping color variation on the surface).
- Our operations utilize machinery and equipment capable of causing severe injury. As a result, for the safety of everyone involved, the running track and field surfaces must be closed for the duration while Rekortan is working on site.
- Grind down 1 SY hump near steeplechase and patch.
- Caulk 650 LF of cracks in track surface with single component polyurethane joint seal.
- Caulk gap between the drain and the track surface with single component polyurethane joint seal.
- Protection of the area (bleachers, asphalt, turf)
- 5 Year Warranty of respray and markings (materials and workmanship only)
 - Does not include warranty on base mat due to delamination of the surface which is out of Rekortan's control.
- Using a manufacturer's approved red marking paint, "Red Out" all lane lines and markings to prevent future bleed through of existing lane lines and markings.
- Install the Rekortan Resurface to track and event areas.
- Structural Spray to be applied in 2 coats going in opposite directions to ensure uniform coverage.
- Pole Vault to receive a 4' x 5' patch at the approach to the Pole Vault box prior to respray.
- Layout, paint and certify lane lines and track markings.
 - Track Striping in accordance with the new rules for exchange zones from NFHS.
 - Exchange zones for NCAA and HS are the same.
 - Add collegiate track markings
- Provide as-built survey of existing running track.
- Private Wages

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- Thoroughly remove and dispose of existing track surface in accordance with local non-hazardous waste disposal.
- Financing and payment terms with competitive rates are available.
- Pricing based on AEPA Cooperative Contract #020-A

EXCLUSIONS

- Any bonds or bond costs. Bonds available at 1.5%
- Any taxes. An acceptable tax-exempt certificate must be provided prior to the commencement of the work.
- Additional track color options or graphics of any kind not stated in scope
- Athletic equipment applications of any kind
- In depth power washing of existing asphalt or concrete
- Surfacing of new concrete curbs or trench drains
- Any site work applications, including site demolition, drainage systems, sub-base construction, grading, trench drains, concrete apron curb or attachment board applications, and asphalt base installation. Our work begins directly on to site subcontractor provided asphalt base.
- All work will be suspended due to rain, temperatures not meeting manufacturer specifications, and/or high winds
- Any surfacing other than what is specified in scope of work
- Repair or patching of any existing concrete or asphalt paving to level and fix irregularities
- Any survey, layout, certification, testing, geotechnical reports, or inspection costs, other than what is stated in scope of work.
- Design, Engineering or Construction Drawings
- Construction entrance and or maintenance
- Prevailing/Union Wages
- Fees and/or permits of any kind
- Locating, relocation, removal, and/or repair of any existing utilities
- Any nontypical insurance requirements; if required additional charges may incur (i.e. railroad, pollution, cyber, builders risk)
- Liquidated damages and/or actual damages due to scheduling or time constraints
- Anything not specifically included in stated scope of work
- Fuel and Freight cost will be re-calculated at time of order shipment due to rising transportation cost, fuel and freight cost are subject to change orders without notice.

*Note: This non-binding proposal has been prepared to assist you in your budgetary planning and is based on preliminary information provided to **Rekortan** by you. This proposal is not a binding bid or estimate. **Rekortan** reserves the right, to revise the pricing contained in this proposal prior to issuing a final, binding contract in the event the scope of the subject project changes prior to execution of the binding contract. Furthermore, this non-binding proposal contains the confidential and proprietary work product of **Rekortan**, and it should not be shared by you with any third parties other than representatives or advisors retained by you to assist you in planning with respect to the subject project.*

***Rekortan is only bound to the price, scope, schedule, and conditions of this proposal. **Rekortan** reserves the right, to revise this proposal prior to issuing a final, binding contract in the event the scope of the subject project changes and/or market conditions affect material or freight cost. **Rekortan** expressly excludes any liquidated or actual damages or material price increases caused by industry-wide shortages in materials or labor. Furthermore, this proposal contains confidential and proprietary information of **Rekortan**, and it should not be shared by you with any 3rd parties other than representatives or*

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advisors retained by you. This proposal is valid for a period of 30 days, at which point in time material and freight costs may be re-calculated and are subject to change. Thank you for the opportunity to provide this proposal. We look forward to working with you!

***Payment Terms will be based on the credit worthiness of the customer.*

Submitted By:

Keith Kernic

Technical Sales- Tracks

(724)-622 1118

Keith.Kernic@rekortan.com

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AGREEMENT
BY AND BETWEEN STRATEGIES FOR BEHAVIOR MANAGEMENT:
CONSULTING AND COUNSELING, LLC and
EATON COMMUNITY SCHOOLS

THIS AGREEMENT is entered into this day of , 2023, by and between Strategies for Behavior Management: Consulting and Counseling, LLC located at 4471 Linchmere Dr. Dayton, OH 45415 hereinafter referred to as "STRATEGIES", and Eaton City Schools hereinafter referred to as "ECS." Collectively, STRATEGIES FOR BEHAVIOR MANAGEMENT and EATON COMMUNITY SCHOOLS shall be referred to as the "PARTIES." This Agreement shall remain in effect until the service is completed or **either party has changes to make or agree to terminate the agreement.**

WHEREAS Eaton Community Schools desires to obtain the services of Strategies for Behavior Management to provide behavior support and skill building,

WHEREAS, STRATEGIES desires to provide the desired services; and

WHEREAS, STRATEGIES wishes to use any recorded video footage or pictures of STRATEGIES performing the desired services to educate, market, and promote the services to parents, teachers, families, schools, boards of developmental disabilities, medical centers, and similar organizations;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I. Services Offered

Eaton Community Schools will contract with Strategies for services ("Services Rendered") including:

- Collaborate with ECS Staff who serve through Behavior Consultation Zoom meetings. Goal to share information and coach Staff as able on what the Awaken Team is seeing and interventions used. 5 Zoom meetings have been allotted.
- 5 – two hour Awaken Visits to help transition from the Middle School to High School and as part of ESY program. Provide coaching / intervention to build his skill set for smooth transition. Visits to occur in August / September. Work with ECS Staff as mentioned above.
-

Section II. Relationship of Parties

- A. STRATEGIES employees/contracted services shall in no way be considered employees of ECS for any purpose including, but no limited to, retirement benefits, worker's compensation, unemployment compensation, health insurance, or other benefits.

- B. Consultants or other personnel engaged by STRATEGIES shall at all times act and perform as employees or independent contractors of STRATEGIES. ECS has an interest only in the results to be achieved. Responsibility for the conduct and control of the individuals performing the Services Rendered, as they are described in this Agreement, shall lie solely with STRATEGIES and its employees.

Section III. Confidentiality

ECS understand(s) and agree(s) that all data and other related information acquired in the course of the performance of this Agreement are the exclusive property of STRATEGIES. STRATEGIES shall use its best efforts to maintain the confidentiality of all data and other related information furnished by ECS. The obligation to maintain confidentiality shall survive termination or completion of this Agreement.

- A. **Compliance with Laws.** Each party agrees to act in compliance with all laws and regulations (including, without limitation, Medicare and Medicaid program requirements as applicable) which relate to its performance of the Agreement. Each party agrees to notify the other in a timely manner in the event that it has violated any statutory or regulatory requirements, and the nature of such violation, to enable the non-violating parties to take prompt corrective action. Each party agrees that the other parties shall have the right to automatically terminate the Agreement in the event any other party fails to comply with this provision or has violated any other material term of the Agreement.
- B. **Compliance with Health Insurance Portability and Accountability Act.** STRATEGIES specifically agrees not to disclose any information obtained performing the services set forth in the Agreement without the express prior written informed consent of the individual authorized to release such records. Specifically, with respect to individual-specific protected health information, STRATEGIES agrees at all times to retain the confidentiality of any individual-specific information made available to or generated by through the course of this Agreement. STRATEGIES shall appropriately safeguard protected health information made available to, or obtained by, STRATEGIES through the course of this Agreement. Without limitation to the obligations of STRATEGIES otherwise set forth in this Agreement, or imposed by applicable law, STRATEGIES agree to comply with any applicable requirements of law relating to protected health information and, with respect to any tasks or other activity STRATEGIES performs.

Section V. Use of Audiovisual Recordings

- A. The parties may make audiovisual recordings of STRATEGIES providing Services Rendered. Any party seeking to use such recordings must secure a signed release authorizing the use of such recordings.
- B. It is understood and agreed that no party shall use any audiovisual recordings unless a release is signed, and under no circumstances will a recording be used for any purpose other than the uses specifically authorized within a signed release.
- C. In the event that any party receives notice that any person has rescinded their permission for any party to use any recorded materials, it is incumbent upon the party receiving such notice to provide written notice of the same to all other parties to this Agreement. Notice shall be provided in manner described in Section X of this Agreement.

- D. Under no circumstances shall any party use any audiovisual recordings of any person who has not given written consent to use the recordings or who has rescinded his/her/their consent for the use of such recordings.
- E. STRATEGIES agrees to indemnify and hold harmless ECS for any and all claims, liabilities and/or damages arising out of or relating to STRATEGIES's use of audiovisual recordings under this Agreement.

Section VI. Funding, Billing, and Payment

- A. The cost structures are identified in the Service Proposal attached.
- B. STRATEGIES shall present an invoice to ECS on a bimonthly basis. ECS agrees to pay within 14 days of receipt of invoice.

Section VII. Dispute Resolution

STRATEGIES shall respond in a timely manner to any deficiencies or complaints made by ECS for services described herein.

Section VIII. Termination/Amendment/Addendum

- A. Any party may cancel this Agreement at any time with ninety (30) days written notice sent by certified mail, return receipt requested, to the other parties.
- B. This Agreement may be amended by mutual agreement of the parties.
- C. The Parties may collectively agree to attach an addendum to this Agreement. The terms and provisions of any addendum shall supersede any other conflicting or inconsistent terms and provision in this Agreement, including all exhibits or attachments thereto and all documents incorporated therein by reference.

Section IX. Employment Opportunity

In accordance with STRATEGIES's policies against discrimination, no person shall be illegally excluded from employment, participation in, or be denied the benefits of, the programs which are subject to this contract on the basis of race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years old or more), genetic information, military status or veteran status.

Section X. Notices

All notices or other communication shall be in writing with respect to this Agreement and shall be effective upon receipt if personally delivered, or 3 days after being deposited in the United States mail, properly stamped and addressed as follows:

If to STRATEGIES
FOR BEHAVIOR
MANAGEMENT

Diana Holderman
Owner
Strategies for Behavior Management:

CONSULTING AND
COUNSELING, LLC:

Consulting and Counseling, LLC
4471 Linchmere Drive
Dayton, OH 45415

If to ECS: Aaron Horton, PhD, NCSP, NCC
Eaton Community Schools
ahorton@eaton.k12.oh.us

Section XI. Miscellaneous

- A. Should any administrative or judicial officer or tribunal of competent jurisdiction deem any portion of this Agreement unenforceable, the balance of this Agreement shall remain in full force and effect unless amended or terminated pursuant to Section IX of this Agreement.
- B. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and any other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall not be valid or binding.
- C. At all times, the relationship of the parties shall be as independent organizations and individuals.
- D. Neither this contract nor any duties or obligations hereunder shall be assignable by any party without the prior written consent of the other parties.
- E. No party shall be liable to the other in the event that circumstances or events beyond that party's reasonable control (a Force Majeure Event) prevents, restricts, or interferes with that party's performance of its obligations under this Agreement, so long as the affected party notifies the other party when the Force Majeure Event occurs and uses its best efforts to resume performance promptly after the Force Majeure Event.
- F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

THE PARTIES EXECUTE THIS AGREEMENT ON THE **DAY OF** , 2023.
STRATEGIES FOR BEHAVIOR MANAGEMENT
CONSULTING AND COUNSELING, LLC

By: _____
Diana Holderman, Owner

and

EATON COMMUNITY SCHOOLS

By: _____

??



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

The Awaken Program: Interim Respite Services through Strategies for Behavior Management

Goal: Provide support to families with children who have nontraditional respite support needs

Provide enjoyable activities for all involved – continued learning and skill development for the individual

Provide an atmosphere of security, safety, and competence to respite services being delivered

Service Proposal

Date: 2-8-23

Individual:

County: Eaton

Funder: Eaton Community Schools

	# VISIT	COST/VISIT	TOTAL
Diana and 1 Awaken Staff - ongoing	5	\$786.5	\$3,932.5
Double Awaken		\$610.5	
Team Zoom	5	\$150	\$750
Behavior Support	2hrs	\$120	\$240
Projected Mileage : average of 36 miles per visit at \$.0655	10	\$23.58	\$235.80
		Total	\$5,158.3

These are the cost projections for . If , would not be able to attend the visit for some reason or we determine that level of expertise is not needed, the cost for two Awaken staff is listed above. This proposal is for consulting with the current School staff through Zoom meetings and for transitioning from the Middle School to the High School environment next August/September. 5 visits were allotted for this by ECS. Behavior Support hours were built in for Team communications and for material development that might be needed.

Please let me know if you have questions. Thank you for inviting us into this situation to serve , and support your Staff.

Aaron Holderman
Program Manager