

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
May 8, 2023
6:00 p.m.

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

Beeghly ____ Deacon ____ Myers ____ Noble ____ Parks ____

C. Pledge of Allegiance

D. Recognition of Employee Achievement

The Eaton Board of Education and Administration wishes to recognize the following educator who has successfully completed the 4-Year Resident Educator Program and will receive her five-year professional license, and commend her on her dedication to the educational process:

Elizabeth Geoit

Additionally, the Eaton Board of Education and Administration wishes to recognize the following educators who have passed RESA and successfully completed 3 years of the Resident Educator Program and will receive their five-year professional license, and commend them on their dedication to the educational process:

Sydney McGlinch
Hannah Myers
Haley Tolley

Additionally, the Eaton Board of Education and Administration wishes to recognize the following educator who passed RESA and completed 2 years of the Resident Educator Program and will receive her five-year professional license, and commend her on her dedication to the educational process:

Morgan Lippert

E. Recognition of Visitors

No requests have been made.

F. Retire-Rehire Notice

Tiana White will be retired and is seeking reemployment with the Eaton Community School District Board of Education. A public hearing will be held on the matter at the following time and location:

Eaton Community School District
Board of Education

Hearing on the Issue of the Reemployment of Retired Employee, Tianna White.

Time: _____

Date: _____

Location: _____

G. Executive Session

To consider the employment of a public employee or official.

To discuss specialized details of security arrangements where disclosure of the information to be discussed in executive session might reveal information that could be used to commit, or avoid prosecution for, a violation of the law by division (G)(6) of section 121.22 of the Revised Code.

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 13, 2023 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 FY23 revised Five Year Forecast.
6. Approve FY23 Supplemental Appropriations.

7. Approve purchase order to Marathon Ashland Petroleum, LLC for fuel for \$9,549.31, available then, (April 1, 2023), and now.

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 resignations and retirements.

1. Lauren Duvall, Teacher, resignation effective July 31, 2023.
2. Lauren Duvall, resignation, Eaton Middle School Student Council Advisor.
3. Sara Keller, resignation, First Grade Level Leader, ½ stipend.
4. Jill Kindrick, Teacher, resignation, effective May 26, 2023.
5. Kevin Kochensparger, resignation, Grade 9 Class Advisor.
6. Kevin Kochensparger, resignation, High School Math Department Head.
7. Shealan McAlister, resignation High School MTSS Coordinator.
8. Cheryl Mellen, resignation for the purpose of retirement, effective July 31, 2023.

9. Robin Mirovsky, resignation, Grade 10 Class Advisor, effective May 26, 2023.
10. Chad Tinstman, resignation, Washington D.C. Trip Coordinator, ½ stipend, effective June 30, 2023.

B. Health and Hardship Leave

The Administration recommends approval of health and hardship leave of absence for Richard Smith, Custodian, May 26, 2023 through June 29, 2023.

C. Employment – Certificated Staff Extra-Curricular Supplemental Contracts 2023-2024

The Administration recommends the following supplemental contract for the 2023-2024 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Leslie Kelly – Social Studies Department Head, High School

D. Employment – Certificated Staff

The Administration recommends the employment of the following certificated personnel on a one-year limited contract for the 2023-2024 school year (July 1, 2023 – June 30, 2024.) 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. Darcy Fitch, Teacher
2. Logan Hollon, Teacher
3. Adrienne Thomas, Teacher
4. Kyle Timmons, Teacher

E. Employment – Certificated Staff

The Administration recommends the employment of the following certificated personnel as listed, contingent upon meeting all state and local requirements. Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. One-year limited contract for the 2023-2024 school year (July 1, 2023 – June 30, 2024).
 - a) Katria Turner, District Nurse

F. Employment – Certificated Staff Extended Service Supplemental Contract for the 2023-2024 School Year

The Administration recommends approval of the following extended service supplemental contract for the 2023-2024 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Angela Cook, Bruce Elementary Guidance Counselor – 5 days

G. Extended School Year Tutors

The Administration recommends approval for up to two (2) Extended School Year Tutors and 1 Special Education Aide 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.

H. Create and Post Positions

The Administration recommends creating and posting the following certificated positions for the 2023-2024 school year. Salary and benefits to be paid in accordance with board policy and the negotiated agreement.

1. Teacher, Intervention Specialist, (2 positions)

I. Employment – Language Tutor

The Administration recommends the employment of Ayumi Brehm, Japanese tutor, for English-speaking students for an addition 300 hours for the 2022-2023 school year; to be paid at a rate of \$25.00 per hour, not to exceed 40 hours per week, for a total of 1200 hours.

J. Employment – Language Tutor

The Administration recommends the employment of Ayumi Brehm, Japanese tutor, for limited english-speaking students in the 2023-2024 school year; to be paid at a rate of \$25.00 per hour, not to exceed 40 hours per week, for a total not to exceed 900 hours.

K. Employment Classified Staff

The Administration recommends the employment of the following personnel for the 2023-2024 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. Tamara Bill, Special Education Aide
2. Gabrielle Nelson, Special Education Aide

L. 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.

1. Transportation department helper, at the rate of \$17.00 per hour, not to exceed 40 hours per week for a maximum of 9 weeks; as needed from May 30, 2023 through August 18, 2023.

- a) Jack Eversole

M. Employment of Non-certificated Substitutes

The Administration recommends employment of the following personnel for the 2022-2023 and 2023-2024 school years. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Employment to begin the day after the Board meeting unless otherwise noted. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

Substitute Custodians

Stacey Elliott

Stephanie Shafer

Substitute Health Aide

Mallory Anspaugh, retroactive to May 8, 2023.

N. Employment – Certificated Staff Athletic Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2023-2024 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Bill Aukerman, Assistant Swim Coach
2. Joseph Ferriell, 8th Grade Girls Basketball
3. Elizabeth Geoit, Varsity Cheerleader Advisor, (Basketball)
4. Elizabeth Geoit, JV Cheerleader Advisor, (Basketball)
3. Nathan Islamovsky, Varsity Wrestling

O. Employment – Certificated Non-Staff Extracurricular Positions

The following positions have 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 these nominees on one-year limited contracts for the 2023-2024 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. Parker Fields, Varsity Volleyball
2. David Honart, Varsity Girls Basketball
3. Abby King, Varsity Cheerleader Advisor, (Football)
4. Abby King, JV Cheerleader Advisor, (Football)
5. Randy McKinney, Head Cross Country Coordinator
6. Matt Money, Varsity Boys Soccer
7. Kevin Schaeffer, Varsity Girls Soccer
8. Jeff Schmidt, High School Assistant Football

P. Employment of Non-certificated Extracurricular Positions

The following positions have been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of this nominee on one-year limited contract for the 2023-2024 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. Taylor Fletcher, Cross Country Program Assistant Class VI
4. Glen Mabry, Program Assistant Cross Country, Class VI (1/2 stipend)
5. Ron Neanen, High School Assistant Football
6. Austin Fudge – High School Assistant Football, (1/2 stipend)
7. David Helvey – High School Assistant Football, (1/2 stipend)
8. Tommy Jones – High School Assistant Football, (1/2 stipend)
9. Ben Lenos – High School Assistant Football, (1/2 stipend)
10. Robbie Sams – Middle School Assistant Football
11. Mariah Pheanis – 8th Grade Cheerleading Advisor, (Football)
12. Mariah Pheanis – 7th Grade Cheerleading Advisor, (Football)
13. Tiffany House – Cheerleader Advisor, (Competition)
14. Tim Appledorn, Reserve Golf
15. Andrew Bergeron, Reserve Boys Soccer, (1/2 stipend)
16. Christian Fugate – Reserve Boys Soccer, (1/2 stipend)
17. John Hitchcock, Girls Varsity Tennis
18. Gerald Cornett, Reserve Volleyball
19. Erika Bradshaw, 7th Grade Volleyball
20. Sean Sims, Varsity Boys Basketball
21. Steven Sullender, Reserve Boys Basketball
22. Shawn Murphy, 9th Grade Boys Basketball
23. Tommy Jones – 8th Grade Boys Basketball
24. Matt Keating – 7th Grade Boys Basketball
25. Tim Appledorn – 7th Grade Girls Basketball
26. Kajsia Ruebush, Varsity Swim

Q. Summer Grade Levels K-5 Reading Curriculum Training Stipend for Acadience

The Administration recommends approval to pay teachers for up to 2 days, as designated by the administration up to \$150.00/per day for participation to complete the summer Acadience training for K-5 Reading teachers.

R. Summer Dyslexia Professional Development Stipend

The Administration recommends approval to pay teachers for up to 3 days, as designated by the administration up to \$150.00 per day for participation to complete the summer Dyslexia training.

S. Authorization to Operate School Maintenance Vehicle

The Administration recommends authorization for the following summer employees to operate the Maintenance vehicle while working as a summer temporary employee.

1. Allison Mowen

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 II 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. Donations

The Administration recommends approval of and wishes to recognize the following donations.

1. Cargill - \$1,000.00 donation to the High School cafeteria for unpaid lunch balances.
2. Eaton Floral, flowers for the FFA banquet.
3. Janet Zoellner, miscellaneous sewing supplies to Family & Consumer Science and the Art Department at Eaton High School.

U. Overnight Student Travel

The Administration recommends approval of the following overnight student travel.

1. High School Volleyball team and coaches to Miami University Volleyball Camp, Oxford, OH July 13 - July 15, 2023.
2. High School Rocket League eSports team and coaches to Akron, OH to compete in the state competition May 19-21, 2023.

V. Summer School Program – Third Grade

The Administration recommends approval for a Summer School program to provide intervention for third grade only, based on the Third Grade Guarantee requirements. Program dates are Monday through Thursday, June 5, 2023 through June 30, 2023. Staffing will include:

Up to three (3) certified teachers to be paid at a rate of \$175.00 per day for up to twenty-five (25) days at 4 hours per day, duties will include planning, student supervision, instruction and progress monitoring.

W. Summer School Program – Grades 9-12

The Administration recommends approval for a Summer School program to provide intervention for students in Grades 9-12 to obtain credits in courses that they are credit deficient. Program will include 16 days of instruction for students scheduled between May 31, 2023 through June 28, 2023. Staffing will include:

One (1) High School Coordinator, to be paid a \$1,500.00 stipend for duties to include, but not limited to, daily program coordination, student supervision and discipline;

One (1) certified teacher to be paid at a rate of \$175.00 per day for up to twenty-five (25) days at 4 hours per day, duties will include planning, student supervision, instruction and progress monitoring.

X. Section 504 Policies and Procedures

The Administration recommends approval of implementation of Section 504 of the rehabilitation Act of 1973 during the 2023-2024 school year.

Y. Tentative Graduation List for 2023

The Administration recommends approval of the tentative list of graduates 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 A).

Z. Approval of the 2023-2024 Graduation Date and Time

The Administration recommends that the 2023-2024 Eaton High School Graduation Ceremony be held at Miami University's Millett Hall on Saturday, June 1, 2024 at 6:30 p.m.

AA. Student-Parent Handbooks

The Administration recommends approval of the 2023-2024 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.

BB. Agreement with Butler County Educational Service Center

The Administration recommends approval of an agreement with the Butler County Educational Service Center to provide services to students and families in need through the Success Program during the 2023-2024 school year, (Attachment B).

CC. 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, 2023 and ending June 30, 2024 (Attachment C).

DD. Agreement with Butler County Educational Service Center

The Administration recommends approval of the contract with Butler County Educational Service Center for preschool for the 2023-2024 school year, (Attachment D).

EE. Agreement with the Butler County Educational Service Center

The Administration recommends the approval of the contract with Butler County Educational Service Center for the 2023-2024 school year, (Attachment E).

FF. Approval for Summer Wilson Reading Professional Development

The Administration recommends the approval of the Wilson Reading Professional Development, provided by the Montgomery County ESC through WOSC, to take place this summer for Grades 3-8 Intervention Specialists. The registration cost will be \$275.00 per person and \$350.00 per person for materials.

GG. MTSS Pay Increase

The Administration recommends the approval of the pay rate for the MTSS Coordinators in each building to Class C in the ECTA and Board of Education Negotiated Agreement, effective beginning with the 2023-2024 school year.

HH. Amend Date of Summer Camp

The Administration recommends approval to amend resolution #2223-63, Item V.I.4., Approval of Summer Camps on the March 13, 2023 Board Agenda to reflect Golf Summer Camp dates to July 24-27, 2023.

II. 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 2023-2024 school year (Attachment F).

Motion by _____, seconded by _____

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

JJ. Executive Session (if necessary)

To consider/discuss the discipline 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.

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

Eaton Board of Education Regular Meeting

May 8, 2023

P a g e | 12

Meeting: Regular Board Meeting
Date/Time: Monday, June 12, 2023 – 6:00 p.m.
Location: East Elementary School

Meeting: Regular Board Meeting
Date/Time: Thursday, July 17, 2023 – 6:00 p.m.
Location: East Elementary School

Tentative Graduation List 2023

ATTACHMENT A

Lucas Matthew Abner
 Kaydon Drew Isaac Adams
 Jillian Blake Adkins
 Amanda Ann Agee
 Alaina Morgan Ashworth
 Harmony Marie Atkinson
 Rachel Jean Avery
 James Lawrence Baker
 Owen Kenneth Cole Barber
 Olivia Neve Kerler Baumann
 Richard Ean Beach
 Anna Lucia Betscher
 Alexandria Elizabeth Bettker
 Daniel Robert Bradshaw
 Brandon Jay Brockman
 Chase Riley Brooks
 Carson Andrew Brower
 Daniel Ray Caldwell
 Kelsey Ann Campbell
 Zephaniah Howard William Cass
 Jamie Lynn Charles
 Catherine Jane Clabaugh
 Matthew Gavin Clopper
 Logan Alexander Coates
 Garrett Paul Cole
 Savana Renee Cole
 Tyler Scott Crammer
 Jeremy Marlon Cummings
 Katherine Elizabeth Daugherty
 Donald Jesse Davidson
 Brett Michael Dotson
 Trenton Eli Dungan
 Payton Nickole Dyer
 Brock Robert Ebright
 Madison Nicole Edwards
 Kiera Grace Elliott
 Joshua Allen France Jr.
 Sonja Lynne Rain Friend
 Rylee Ann Gamble
 Braelyn Katherine Geoit
 Ava Elizabeth George
 Jayden Andrew Gibbs
 Stephanie Faith Marie Gibson
 Merry-Jane Marie Gregory
 Alexander Scott Grube
 Lauren Lynn Guiley
 Connor Joseph Gutierrez
 William Josue Guzman
 Cody Lee Hall
 Micah Shane Hamblin
 Kolby Ty Hamilton

Isaac Anthony Hargis
 Kelin Madison Hasty
 Bryant Christopher Hauser
 Austin Jerod Haynes
 Rylie Ann Haynes
 Elijah Jadon Hegg
 Elise Marie Hewitt
 Kailli Ann Hewitt
 Macy Katherine Hitchcock
 Hannah Alexis Hobbs
 Morgan Mai Imhoff
 Layla Grace Isbell
 Colton Blake James
 Carson Paul Christian Janney
 Bailey Ann Jerdon
 Taylor Kathryn Johnson
 Nicholas Reed Kaufman
 Brooklyn Dawn Keener
 Paige Elizabeth Keller
 Ty Jace Kidwell
 Taylor Renee Kimberlin
 Haley Marie Larsh
 Michael James Letner
 Michael Logan Littrell
 Mason Paul Maish
 Kaylee Marie Manning
 Bryce Harrison McDivitt
 Cameran Elyse McDivitt
 Miriam Suzanne McNabb
 Drew Allen Michael
 Lauren Elizabeth Mikesell
 Grace Anna Miller
 James Grant Miller
 Kendall Rose Miller
 Noah Alexander Miller
 Travis Beau Miller
 Sumayah Aalia Acklima Mohamed
 Ethan Christopher Moles
 Brady Allen Newman
 Shane Patrick O'Malley
 Spencer Edward Osborn
 Maggie Grace Ott
 Alison Loraine Parker
 Kiele Michelle Peacock
 Reagan Nicole Pierce
 Ashlyn Paige Pitsinger
 Allie Brianne Plaugher
 Brenton Wesley Proctor
 Eric Anthony Puckett
 Claire Marie Rasmussen
 Harley Leean Reffitt

Claudia Eloise Ligaya Remington
 Ashlynn Kristine Renner
 Brady Ingram Rice
 Andrew Thomas Rickard
 Haley Monet Roberts
 Hayden William Rose
 Jaxon River Roth
 Jack David Sanders
 Teruki Sato
 Zacary Taylor Schaffer
 Luke Henry Schrimper
 Peyton Nicole Scott
 Chloe Grace Shaffer
 Logan James Merrill Shaner
 Lillian Joyce Shepherd
 John Marshall Short
 Lauren Grace Simmons
 Deacon Issac Sizemore
 Wyatt Alexander Smith
 Bethany Renee Snyder
 Brady Alan Sorrell
 Skyler Thomas Stearman
 Jocelyn Nicole Swihart
 Colton James Tietge Jr.
 Reid Michael Tinstman
 Eryn Elisabeth Trader
 Rhys Andrew Trader
 Xavier Lee Trimble
 Emma Elizabeth Upham
 Anya Weatherford Wappenstein
 Gavin Paul Lawrence White
 Gracie Ann White
 Zoe Nicole Willard
 Sariah Marie Williams
 Tori Richelle Williams
 Grace Marie Witt
 Samantha Jo Witte

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

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

1. BCESC and ECS agree to collaborative operation and delivery of services to children in ECS.
2. The BCESC will supervise the delivery of Success Program services to children and their families. The BCESC will oversee the supervision/evaluation of BCESC staff (with input from ECS) and will oversee the communication among partnering agencies.
3. The BCESC will provide 1.5 Community School Liaisons and one .5 Supervisor and related supervision, consultation, training, laptop computer, travel and cell phone.
4. ECS will provide a private place for staff to work, internet access and networking at each school served, ECS email account, access to information for students online, and printing/copying capability.
5. ECS will be billed \$47,800 for 1.5 Community School Liaisons and Supervision Fees (in 2 equal installments) in December, 2023 and April, 2024 by the BCESC.

This agreement will be in effect from August 1, 2023-July 31, 2024.

Both parties agree to resolve disputes over obligations set forth in this agreement as reasonably as possible. However, this agreement or parts of this agreement can be terminated by either party for cause provided that either party provide written notice to the other party of the defaults that are claimed to have occurred and give the party ten (10) days within which to cure such defaults. In the event that the defaults are not cured, notice in writing will be given to the defaulting party and this agreement will terminate within thirty (30) days of such notice. Administration coordination for this agreement will be the responsibility of designated individuals of ECS and the BCESC. These individuals will be responsible for the Implementation and monitoring of this contract and will meet regularly to review the progress of the agreement.

Board President, Butler County ESC date

Treasurer, Butler County ESC date

Board President, Eaton Schools date

Treasurer, Eaton Schools date

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 classroom (1) 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 classroom B-105 and related space for the period beginning July 1, 2023, and ending June 30, 2024, 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 classroom (1) 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, 2023, and ending June 30, 2024, 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.

ATTACHMENT C

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: _____

**AGREEMENT BETWEEN
EATON COMMUNITY SCHOOL DISTRICT
AND
BUTLER COUNTY EDUCATIONAL SERVICE CENTER
FOR
COLLABORATIVE EDUCATIONAL PRESCHOOL SERVICES**

The Butler County Educational Service Center (BCESC) and the Eaton Community School District (ECSD) within Preble County will jointly provide services to students who are eligible under the Rules for the Education of Preschool and/or Children with Handicaps (Ohio Administrative Code 3301-37 and 3301-51-11, Ohio Revised Code 3301.52-59) and meet the qualifications from the Ohio Office of Early Learning and School Readiness under the following conditions:

Preschool Services:

1. Eaton Community School District (ECSD) and Butler County Educational Service Center (BCESC) agree to partner to operate and deliver preschool services to children in Eaton Community School District.
2. Enrollment will be the shared responsibility of the BCESC and ECSD. ETRs (Evaluation Team Reports) will be developed and completed by ECSD. IEPs (Individual Education Plans) for students within the special education classroom will be implemented in partnership between BCESC and ECSD with services except for speech-language pathology, occupational therapy, physical therapy and mental health
3. The BCESC will be responsible for the employment of one (.6 FTE) Preschool Supervisor, two (2) Preschool Intervention Specialists, five (5) Preschool Instructional Assistants, and one (.4 FTE) Family Support Specialist.
4. The BCESC will be responsible for related supervision from the Early Childhood Special Education Director, staff evaluations, mandatory training for all staff in child abuse, first aid, CPI, and common childhood illnesses, professional development hours for licensing and Step Up to Quality.
5. The BCESC will be responsible for the data entry and will work collaboratively in the coordination of data/information regarding ECSD, Early Childhood Education programs. In addition, the BCESC will be responsible for the facility Ohio Department of Education license, Step Up to Quality and the development of preschool policies.
6. Out of District Placement: Unless otherwise arranged, if the ECSD seeks to place children within other districts, ECSD must work with that district in making those arrangements.
7. ECSD will provide behavior support services, additional attendants and/or nursing services per IEP designation for eligible children, and ESY or summer evaluation completion.
8. ECSD will provide transportation for IEP compliance, assessment kits and protocols, adaptive equipment, ACC devices and ACC evaluations for IEP compliance, nursing services including but not limited to vision and hearing screenings, health plans and emergency care. ECSD also agrees to support office administrative needs, including access to and use of the phone system, and internet, including Wi-Fi and technology needs.

ATTACHMENT D

9. ECSD will collaborate with BCESC in transitioning preschool students into KG as well as work collaboratively in developing the IEP for those students transitioning from preschool into KG, with both BCESC and ECSD being responsible for collaboratively developing/writing the KG IEP. ECSD will be responsible for EMIS documentation, and any additional state form requirements and submissions. Eaton Community Schools will provide the BCESC access to the IEP/ETR program used by the district.
10. ECSD agrees to pay the BCESC the amount of **\$592,816.00** billed in equal installments four times per year.

This agreement will be in effect for one school year, commencing July 1, 2023 and ending June 30, 2024.

Both parties agree to resolve disputes over obligations set forth in this agreement as reasonably as possible. However, this agreement can be terminated by either party for cause provided that either party provides written notice to the other party of the material defaults that are claimed to have occurred and give the party ten (10) days within which to cure such defaults. In the event that the defaults are not cured, notice in writing will be given to the defaulting party and this agreement will terminate within ninety (90) days of such notice.

Administration coordination for this agreement will be the responsibility of designated individuals of ECSD and the BCESC. These individuals will be responsible for the implementation and monitoring of this contract and will meet regularly to review the progress of the agreement.

The failure of either party to this Agreement to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

This Agreement may not be amended, changed or modified in any respect whatsoever except in a writing signed by all of the parties.

This Agreement constitutes and expresses the entire Agreement and understanding between the parties concerning the subject matter of this contract. This Agreement will supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Agreement.

This Agreement may be executed by one or more counterparts, each of which will be deemed an original.

Board President, Butler County ESC

Date

Treasurer, Butler County ESC

Date

Board President, Eaton Community Schools

Date

Treasurer, Eaton Community Schools

Date

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

Resolution Number: _____

Appendix: _____

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

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

Company/District/Consultant: Eaton Community SchoolsDate: 04/20/2023Cost: \$495,808Purpose: 60 days (\$33,600) Behavioral Coaching; 552 days 3.0 FTE(\$344,448) Occupational Therapy; 184 days 1 FTE (\$117,760) Physical Therapy.Butler County ESC agrees to provide: Behavioral Coaching, OT, PT
(company/vendor) (add services being provided)for: Eaton Community Schools. The Supervisor Dianne Clemens will coordinate with
(district/customer) (add name)Dr. Horton at Eaton Community Schools for assignment of services.
(customer supervisor/authorized signature for billing) (district/customer)The term of this agreement is for services to be delivered starting on 08/01/2023 – 06/30/2024.
(contract effective date starts) (contract effective date ends)Compensation will be paid to Butler Co. ESC. in the amount of \$495,808 not to exceed \$495,808 without prior approval.
(company/vendor) (compensation range) (max. amount or number of days)Butler County ESC will provide direct supervision of the staff member providing services. Eaton Community Schools will
(district/customer) (district/customer)

provide all materials required for the therapist to complete their job such as but not limited to assessment kits and protocols, adaptive equipment, AAC devices and classroom/office space, supplies, computers, email, manipulatives. Eaton Community Schools agrees to utilize the workload approach when determining caseloads as well as support office administrative needs, including access to and use of copy machine, fax, printer, phone and internet as well as access to IEP/ETR program and Medicaid billing system.

(list specifics of district responsibilities for providing materials and any requirements of district per the contract).

The Butler County ESC will invoice the district after services are delivered prior to payment. Payment of services delivered is to be submitted to the Treasurer's Office, located at the Butler County Educational Service Center, 400 North Erie Blvd., Hamilton, Ohio 45011.If additional hours of service are necessary for Behavioral Coaching, Occupational and Physical Therapy,
(services being provided)the district will be billed in the amount of \$70 Behavioral; \$78 OT; \$80 PT per hour for
(dollar amount) (unit: hour or day)Behavioral Coaching, Occupational & Physical Therapy with prior approval from the district representative and the BCESC coordinator.
(services being provided)This agreement is executed by Eaton Community Local Schools and the duly authorized representatives of the
(district/customer)Butler County Educational Service Center on _____
(date)

District/Customer

Governing Board President, BCESC

Treasurer, BCESC

Date

Date

Date



March 16, 2023

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 2022-2023 Foodservice Consulting Program. We are happy to extend the current contract at the same cost for the 2023-2024 school year, if you would like to continue. I am available to meet with you anytime to discuss our performance and answer any questions you may have for next school year. This will be the second extension of the original contract from the 2021-2022 school year. The original contract states "...renewal options as mutually agreed by both parties." USDA allows renewals up to 4 years after original contract.

Please sign and return the form below to renew the foodservice consulting contract for the 2023-2024 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 annual cost of \$4275 quarterly for the 2023-2024 school year. This price includes the school and nutrition website. This is the second extension of the original 2021-2022 school year.

School District Authorized Signature: _____

Signature Date: _____

Ken Swink, EPC Executive Director Signature: _____

Signature Date: _____