

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary
February 12, 2024
6:00 p.m.

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

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

C. Pledge of Allegiance

D. Executive Session

To consider the employment of a public official.

The following individuals are invited to attend: _____

Motion by _____, second by _____ to convene
executive session.

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

II. Treasurer's Business – Rachel Tait

ADOPTION OF CONSENT AGENDA ITEM – FINANCIAL

Action by the Board of Education in "Adoption of Consent Agenda Item" at this point of the agenda means that item A is adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

A. The Treasurer recommends approval of the following:

1. Approve minutes of the January 8, 2024 Organizational Board Meeting.
2. Approve minutes of the January 8, 2024 Regular Board Meeting.
3. Submission of Warrants for January 2024.
4. Submission of Financial Report for January 2024.
5. Submission of Investment Report for January 2024.
6. Approve FY24 Permanent Appropriation Modifications.

7. Approve moving Amanda Tully to Masters on the pay schedule, effective retroactively to January 4, 2024.
8. Approve moving Kristina Fiemeyer to Masters on the pay schedule, effective retroactively to January 31, 2024.
9. 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).
10. Approve membership with OSBA for 2024, (Attachment B).
11. Approve purchase order to GCL Education Services, LLC for \$13,903.49 for educational services with funds available Then (10 /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

1. Removing Barriers to Learning

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 I 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. Anthony Sparks, Sub Bus Driver in Training, resignation effective January 22, 2024.

2. Erika Bradshaw, 7th grade Volleyball Coach, resignation effective February 8, 2024.
3. Christy Brister, Educational Aide, resignation effective February 28, 2024.

B. Employment Classified Staff

The Administration recommends the employment of the following personnel for the 2023-2024 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. Mark Adams, retroactive to January 30, 2024.

C. 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. Hunter Anderson, Special Education Aide, retroactive to January 17, 2024.
2. Montana Hunsucker, Bus Driver

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 2023-2024 school year, as certified by the Preble County Educational Service Center.

1. Delaney Shively

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

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2023-2024 school year, as certified by the Preble County Educational Service Center with a provisional substitute license. Employment contingent upon all local requirements being met.

1. Cameron Hollon

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

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2023-2024 school year, as certified by the Preble County Educational Service

Center with a provisional substitute license. Employment contingent upon all local requirements being met.

1. Madelyn Harrison
2. Ashlyn Pitsinger

G. Employment of Non-certificated Substitutes

The Administration recommends employment of the following personnel for the 2023-2024 school year. 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.

1. Bonnie Doyle, Substitute Cafeteria Worker, retroactive to January 23, 2024.
2. Shari Bricker, Substitute Educational Aide

H. Employment of Non-certificated Extracurricular Position

The following position has 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 nominees 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. Bradley Moore, Reserve Softball Coach

I. Volunteers

The Administration recommends approval of the following volunteers for the 2023-2024 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Ryan Pieratt, Softball

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 J through Q 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.

J. 2025-2026 School Calendar

The Administration recommends approval of the 2025-2026 school calendar, (Attachment C).

K. Tentative Graduation List

The Administration recommends approval of the tentative list of graduates for the class of 2024. 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 D).

L. Contract for Services

The Administration recommends the approval of the agreement with Key Behavior Services, LLC to provide services during the 2023-2024 school year, (Attachment E).

M. 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 2024-2025 school year (Attachment F).

N. Eaton High School Registration Booklet

The Administration recommends approval of the 2024-2025 Registration Booklet for Eaton High School. The handbook is on file at Eaton High School and at the Central Office.

O. Overnight Student Travel

The Administration recommends the approval of the following overnight student travel.

1. Katie Bryant, student, and Advisor to Dallas/Ft. Worth, TX to attend the FFA Next Gen Agricultural Communications Conference March 4-8, 2024.

P. Amendment to Agreement for Use of Facilities

The Administration recommends approval of the Amendment for Use of Facilities agreement with Mark Adams, (Attachment G).

Q. Obsolete Items

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

1. (200) Library book, of no value, Eaton Middle School.

Motion by _____, seconded by _____

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____

R. Executive Session

To consider/discuss: _____

The following individuals are invited to attend: _____

Motion by _____, second by _____ to convene executive session.

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

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 11, 2024 – 6:00 p.m.
Location: East Elementary School

Meeting: Regular Board Meeting
Date/Time: Monday, April 15, 2024 – 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 2024
(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,
2024; 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:*

ATTACHMENT A

EATON COMMUNITY SD
TAX VALUATION - \$ 469,200,840

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	7,969,350	1,595,280	3.40	29.00
Library Fund				
For improvement				
State				
BOND RETIREMENT (\$28,200,000)	3,753,610			8.00
BOND RETIREMENT (\$6,850,000)	938,400			2.00
CLASSROOM FACILITIES	151,830			.50
Total	12,813,190	1,595,280	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	5,721,420
Current expense levy authorized by voters on OCT 7 1980		
not to exceed CONT years.	8.00	2,247,930
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	3,753,610

ATTACHMENT A

BOND RETIRE (\$ 6,850,000) Fund: Levy authorized by voters on MAY 4, 2010		
not to exceed 28 years.	2.00	938,400
CLASSROOM FACILITIES Fund: Levy authorized by voters on MAY 4, 2010		
not to exceed 23 years.	.50	151,80

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 of2024

.....
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 , 2024

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



Ohio School Boards Association
8050 N. High Street, Suite 100
Columbus, Ohio 43235-6481
(614) 540-4000

ATTACHMENT B
Invoice No. P7696

QUESTIONS?
Business and Finance Division
(614) 540-4000
invoice@ohioschoolboards.org

1/1/2024

AMOUNT DUE

District Treasurer
Eaton Community
304 Eaton Lewisburg Rd
Eaton, OH 45320-1105

AMOUNT ENCLOSED

DUE DATE 1/31/2024

OSBA's tax identification number is 31-4414897

DESCRIPTION	AMOUNT
ANNUAL MEMBERSHIP DUES (Acct. 001-2310-841) January -- December 2024; Dues are based on your district's ADM and expenditures per pupil (EPP) data from the Ohio Department of Education and Workforce for the 2021-2022 school year. Any increase or decrease in dues from the previous year is caused by a change in your district's ADM and/or cost per pupil. A portion of your annual membership dues will be used to pay actual and necessary registration fees and travel expenses, for OSBA trustees, committee members and other district representatives who represent the Association or its member districts at annual conferences of OSBA or any association of school board associations, state or national advocacy or leadership events, or other conferences, seminars, meetings and similar events at the regional, state and national level. Included with the annual membership are subscription to the Journal, our award winning bimonthly magazine, and the OSBA Update, a biweekly electronic newsletter that replaces the Briefcase. <i>Dues Calculation: \$14,592 (EPP) x 50% (based on ADM) = \$7,296 (This calculation may be adjusted for rounding)</i>	\$7,296
INDICATE YOUR SUBSCRIPTION CHOICES BELOW. Select only ONE option per subscription. (Please add any of the below subscription fees to your membership dues for the final invoice amount.)	
SCHOOL MANAGEMENT NEWS: OPTION 1 - Email Delivery Only ____ (Acct. 001-2412-542) Unlimited number of recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment. All recipients must receive SMN electronically to qualify.	\$150
SCHOOL MANAGEMENT NEWS: OPTION 2 - Email and Paper Delivery ____ (Acct. 001-2412-542) Up to 15 recipients may receive paper copies via mail; unlimited recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment.	\$240
Virtual Transportation Supervisor (VTS) ____ VTS subscription for January 1 through December 31. (You or your roster designee can update the list of district staff who you want to receive this subscription at www.ohioschoolboards.org)	\$275

Eaton Community Schools 2025-2026 School Calendar

START – FINISH:	
August 11, 2025 – May 21, 2026	

SUMMARY OF DAYS	
First Semester	88
Second Semester	90
TOTAL DAYS	178

STUDENT DAYS PER QUARTER	
1 st Quarter	46
2 nd Quarter	42
3 rd Quarter	46
4 th Quarter	44

CALENDAR LEGEND	
Start/End Days	
End Quarter	
P/T Conferences	
Professional Development	
No School/Holiday	
Interim/Grades Issued	

NON-STUDENT DAYS	
Labor Day	9/1
Staff Prof. Dev.	9/22
Columbus Day	10/13
Staff Prof. Day	10/14
Veterans Day - Observed	11/14
Thanksgiving Break	11/26-28
Winter Break	12/22-1/2
MLK Jr. Day	1/19/26
Staff Prof. Dev.	1/26
Conference Make-up Day	2/13
President's Day	2/16
Staff Prof. Dev.	3/13
Spring Break	3/30-4/3
Good Friday	4/3
Memorial Day	5/25

STUDENT HOURS IN CLASSROOM	
Elementary (K-5) @ 6 hours per day	1068
MS/ HS (6-12) @ 6.25 hours per day	1112.5

Calamity Make-up Days	
<ul style="list-style-type: none"> Calamity Days 1-5 Students will <u>not make up</u>. Calamity Days 6-8 – eDay Lessons 	

Date	Event
AUGUST 2025	
Aug. 11	First Day for Teachers & Open House
Aug. 12	Staff Work Day
Aug. 13	First Day for Students
SEPTEMBER	
Sept. 1	No School – Labor Day
Sept. X	Interim Reports Issued
Sept. 22	No School for Students – Staff Prof. Dev. Day
OCTOBER	
Oct. 13	No School - Columbus Day
Oct. 14	No School for Students – Staff Prof. Dev. Day
Oct. 17	End of 1 st Quarter
Oct. 24	Grade Cards Issued
NOVEMBER	
Nov. 13	Parent/Teacher Conferences
Nov. 14	No School – Veteran's Day Observed
Nov. XX	Interim Reports Issued
Nov. 26-28	Thanksgiving Break
DECEMBER	
Dec. 19	End of 2 nd Quarter/1 st Semester
Dec. 22-31	No School – Winter Break
JANUARY 2026	
Jan. 1-2	No School – Winter Break
Jan. 5	Classes Resume
Jan. 9	Grade Cards Issued
Jan. 19	No School – MLK Jr. Day
Jan. 26	No School for Students – Staff Prof. Dev. Day
FEBRUARY	
Feb. XX	Interim Reports Issued
Feb. 12	Parent/Teacher Conferences
Feb. 13	No School – Conference Make-up Day
Feb. 16	No School – President's Day
MARCH	
March 12	End of 3 rd Quarter
March 13	No School for Students – Staff Prof Dev Day
March 20	Grade Cards Issued
March 30-31	No School - Spring Break
APRIL	
April 1-2	No School – Spring Break
April 3	No School – Good Friday
April XX	Interim Reports Issued
MAY	
May 21	Last Day for Students
May 21	End of 4 th Quarter/2 nd Semester
May 22	Last Day for Staff
May 25	Memorial Day
May 29	Grade Cards Issued
TBD	Graduation

ATTACHMENT C

AUGUST				
M	T	W	T	F
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
26	27	28	29	30
SEPTEMBER				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
OCTOBER				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
NOVEMBER				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
DECEMBER				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
JANUARY 2026				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
FEBRUARY				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
MARCH				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
APRIL				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
MAY				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Tentative Graduation List - 2024

ATTACHMENT D

Ramy Kassem Ahmed	Isabella Renee Floyd	Daishen Thomas Moore	Jeremiah Ethan Weaver
Christopher Lynn Atkins II	Rebekka Anne Floyd	Alexia Makayla Lynn Morgan	Jorden Bailey Weaver
Valen Michael Baker	Jacob Dennis Flyte	Reghan Elizabeth Neanen-Creech	Logan Doyle Werts
Aaliyah Marie Bane	Ronnie James Fox	Erica Jane Nerderman	Morgan Haley White
Anna Marie Barney	Thomas Andrew Fudge	Joselynn Rose Nerderman	Abbie Mae Wiggs
Landen Paul Beachler	Emma Lynn Gebhart	Leslie Duane Orr III	Hannah Nichole Wiggs
Andrew Jason Beeghly	Jeffrey Thomas Gels	Alex Jeffrey Overholts	Tori Richelle Williams
Aurora Genevieve Belser	Bradley Marcus Gifford	Morgan Elizabeth Parris	Ellie Lynn Wilson
Robert Alan Blankenship	Alex Michael Glowka	Austin Reeves Peace	Lily Genevieve Wilson
Madison Jill Blaylock	Dominick Xavier Gramaglia	Quentin Robert Peach	Mary Rose Wilson
Denver Moon Braughton	Alana Suzanne Gray	Emma Elizabeth Pettitt	Karis Lyn Worley
Benjamin Peyton Brooks	Malikii Bruce Guinn	Thomas Mark Piekutowski	Bailey Louann Wright
Olivia Catherine Brooks	Drake Matthew Gunsalus	Kylan Rai Pitsinger	Wyatt Matthew Scott Wysong
Katelynn Ranae Bryant	Myla Elizabeth Halcomb	Lorelei Faith Poe	Aaliyah Victoria Young
Ryan Steven Burns	Olivia Nichole Hall	Michaela Marie Prescott	Katelyn Leigh Young
Gavin Scott Campbell	Treyvon Chase Harding	Julianna Mae Preston-Rader	
Khyra Aliece Carpenter	Tyler Andrew Harness	Brian Anthony Proctor	
Kylie Marie Chaney	Grace Mackenzie Harpst	Devon Shaun Rader	
Kayden Eli Chappel	Kyden Mathew Harris	Thomas Micah Ratliff	
Isabella Justine Chavez	Braiden Allen Hartbarger	Joshua Daniel Rhodus	
Karoline Madison Clevenger	Katherine Scarlett Hauser	Grace Ann Richmond	
Brandon Lee Clinger	Chase Lee Hoefler	Madison Leanne Roberts	
Isabella Christine Clinger	Courtney Ann Holbrook	Charlie Jeremiah Roth	
Maegan Elizabeth Cohorn	Logan Blake Irby	Ian Michael Ruebush	
Matthew Dylan Colburn	Jordynn Olivia Jewett	Calvin Lee Rusk	
Katherine Elizabeth Cole	Gweneth Kay Jones	Addison Lee Satterfield	
Savana Renee Cole	Brooklyn Dawn Keener	Allyson Lisa Schmidt	
Allison Grace Conley	Charles Raymond Kochensparger	Keirstyn Suzette Schmidt	
Carter Jacob Cook	Sophia Anne Kochensparger	Devin Thomas Scott	
Gracie Lynn Copper	Adam Lee Kopf	Troy Allen Scott	
Braden Taylor Cross	Nicholas Alexander Laycox	Carson Chandler Shepherd	
James Isaac Daniels	Felicity Marie Layman	Coleman Michael Sizemore	
Mac Thomas Dare	Lyndon Michael Ray Lurry	Katielyn Marie Slaght	
Delaney Opal Deaton	Gracelyn Rose Male	Eric Eugene Starks Jr.	
Brayden Ryan Lee Deem	Kaiser Cody Mel Manning	Ethaen Michael Steinhurst	
Drew Alexander Dewitt	Kyra Mae Manning	Hunter Lee Stewart	
Isaac Dean Donohoo	Xavier Lewis Mathews	Madalynn Lea Studebaker	
Riley Daniel Doster	Dylan Ross Matlock	Noah Alexander Swihart	
Madison Renee Edwards	Trenton Irake Maxey	Layne Matthew Taylor	
Lydia Rosemary Eilerman	Cami Sue McCloud	James Kalob Thompson-Johnson	
Jada Renee Elam	Derek Allen McCoy-Dudas	Brianna Alison Tuttle	
Jacob Lane Erbaugh	Brandt Lee Mathew McKinley	Krystian Bane Ward	
Adelynn Sue Feasby	Edward John Caleb Miller	Corbin James Waymire	
Ethan Alexander Floyd	Jude Christian Minton	Macie Arianna Weathington	

Key Behavior Services, LLC
5963 Kentshire Road, Suite A
Kettering, OH 45440

ATTACHMENT E



Contract for School-Based ABA Consultation Services

Provider and Client Agreement

- This is an agreement for Key Behavior Services, LLC to provide ABA and behavioral consultation services and direct behavior support by individuals certified by the Behavior Analyst Certification Board, to Eaton Community School District.

Minimum Services to be Provided

Detailed information is included in the redacted quote provided at the end of this document, but services will include the following.

- Key Behavior Services, LLC (KBS) and Eaton Community School District (client), agree to services to be provided monthly for the duration of the contract by a Board Certified Behavior Analyst (BCBA) or Board Certified Assistant Behavior Analyst (BCaBA). Hours can be scheduled as needed throughout each month if deemed appropriate by KBS and the client. If deemed unnecessary, no hours will have to be provided in a given month.
- Student-specific Behavior Technician support, with those supports to be in place throughout the 2023-24 school year.

Types of Services to be Provided

- KBS will complete student evaluations, which will include at a minimum, a student observation, staff interview, a functional behavior assessment, and a document containing a summary of this information along with recommendations for a behavior plan. KBS will also provide staff training and provide feedback to staff on behavior plans. All observations and assessments will be completed in a school setting unless requested by administrators at Eaton Schools.
- KBS may participate in meetings regarding any student for which recommendations are being made if deemed necessary by KBS and staff at Eaton Schools, as long as parents have provided written consent. These meetings may include, but are not limited to, parent/teacher conferences, IEP meetings, and ETR meetings.
- KBS may provide scheduled staff trainings on topics related to ABA and behavior management.

Duration of the Agreement

- The agreement of services is agreed to start on February 12, 2024. This agreement will end on June 30, 2024.

Rates

- All consulting services provided by a BCBA or BCaBA from KBS will be charged to the client at a rate of \$135 per hour.

Key Behavior Services, LLC
5963 Kentshire Road, Suite A
Kettering, OH 45440

ATTACHMENT E



- All services provided by a behavior technician from KBS will be charged to the client at a rate of \$60.00 per hour.
- Mileage may be charged, round-trip, for staff who are on campus for less than 5 clock hours. KBS charges mileage rates as determined by the IRS, which as of 1/1/2024 is \$0.67 per mile.

Payment Terms and Late Payments

- The client will be sent a weekly invoice by KBS for services provided during the previous week. The client will be required to make payment within 30 days of receiving the invoice.

Outstanding Charges Cap

- If the client has any outstanding charges of \$25,000 or more that are past due, services will be postponed until payment is made in full to KBS.

Termination of Services by Client

- If the client chooses to decline services provided by KBS at any point during the contract, they will owe the remaining balance on their invoice. Reduction of Behavior Technician supports require 30 days calendar notice, not including "as needed support" as described above. This requirement is waived if the student unenrolls from the district for any reason.

Termination of Services by KBS

- If for any reason, KBS decides to terminate services to the client. The client will no longer be charged for services, unless they have already been delivered. KBS must provide the client with written documentation that they will be terminating services. KBS will also make appropriate referrals to other ABA providers in the Dayton, OH region.

Services Matrix

Provider:	Key Behavior Services, LLC	Client:	Eaton Community Schools
Projected Start Date:	February 12, 2024	End Date:	June 30, 2024
BCBA/BCaBA Rate:	\$135 per hour	Min BCBA Hours	No monthly minimum (est. 40 hours)
Behavior Tech Rate	\$60.00 per hour	Min Tutor Hours	No minimum (est. 262 hours)
Mileage, as needed	Current IRS rate on date of service (\$0.67 as of 1/1/24)	Mileage Estimate	1560 Miles
Total Estimated Cost for 2023-24 School year		\$22,165	

Key Behavior Services, LLC
5963 Kentshire Road, Suite A
Kettering, OH 45440

ATTACHMENT E



Signatures

Client Signature: _____ Date: _____

Provider Signature: _____ Date: _____

ATTACHMENT F

**EXHIBIT A – REVISED
PAYMENT RATES FOR 2024-2025 ACADEMIC YEAR**

The following rates shall be in effect for the 2024-2025 school year, including summer semester 2024, fall semester 2024 and spring semester 2025:

Category 1 Courses-College courses taught at a high school by a teacher employed by the District: **The “default floor amount” established under Ohio Revised Code Sections 3365.01 and 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 parties understand and agree that the amounts stated above for Category 2 and 3 Courses may constitute “an alternative funding structure” and “an alternative payment structure” as those terms are used in Ohio Revised Code Section 3365.07 and/or Ohio Administrative Code Section 3333-1-65.6.

SINCLAIR COMMUNITY COLLEGE

DISTRICT

Dr. Steven Lee Johnson, President and CEO

Name/Title: _____

Date

Date

ATTACHMENT G

USE OF FACILITIES AGREEMENT

Term: November 15, 2023 to August 31, 2024

Eaton Community Schools (the "District") and Mark Adams ("Adams" or the "Owner") do hereby agree as follows:

1. Mark Adams is the owner of the property located at 150 Industrial Drive, Eaton, OH 45320 (the "Facilities").
2. The District desires additional locations beyond those available on its school campuses to host sports team practices for school-sponsored sports teams.
3. The Facilities are hereby made available by the Owner to the District for the purpose of holding sports team practices for students of the District. The Facilities may be used by District-sponsored sports teams and their coaching staff and volunteers.
4. The District will provide the Owner with a schedule outlining when the District will use the Facilities. The District may deviate from the schedule when needed with the consent of the Owner.
5. The Owner agrees at all times to protect, indemnify and hold harmless the District, its Board of Education, officers, members, representatives, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement.
6. The term of this Agreement shall be November 15, 2023 through August 31, 2024 (the "Initial Term"). This Agreement shall automatically renew for successive 1-year periods (each a "Renewal Term" and together with Initial Term, collectively the "Term") unless the District provides written notice prior to the end of the then current Term that it does not wish to renew this Agreement, at which time this Agreement shall terminate and neither party shall have any further obligations except as otherwise provided herein. The Owner may terminate this Agreement with 90 days prior written notice to the District.
7. There shall be no user charge or fee charged to the District in connection with its use of the Facilities under this Agreement. However, the District shall provide gymnasium space and custodial services at Eaton High School to the Miami Valley Kids Wrestling Association for a wrestling competition once per year on a date mutually agreed to by the Parties.
8. Owner shall carry general liability insurance covering the District's use of the Facilities throughout the term of this Agreement.
9. Owner and her insurance carrier shall have no rights of subrogation against the District as to any loss incurred by the District's use of the facilities.
10. Ohio law shall apply to this Agreement and any action or proceeding to enforce the terms thereof shall be brought in an Ohio Court of Claims.

ATTACHMENT G

11. This Agreement may not be modified, altered or amended in any manner except by an agreement in writing executed by the parties. If a court finds any provision of this Agreement to be invalid, the remainder of the Agreement will be valid, enforceable and effective.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed by their duly authorized representative on the day and year written below:

EATON COMMUNITY SCHOOLS

By: _____
Name: _____
Its: _____
Date: _____

FACILITIES OWNER

By: _____
Name: _____
Title: _____
Date: _____