

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
April 9, 2018
6:00 p.m.

I. Opening of the Meeting

A. Call to Order – President Noble called the meeting to order.

B. Roll Call – President Noble called the roll.

E. Beeghly Present D. Durham Present L. Noble Present

T. Parks Present B. Pool Present

C. Pledge of Allegiance – President Noble led the Pledge of Allegiance.

D. Recognition of Students

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

Furthermore, the Board and Administration wishes to recognize the following teams and individuals for their athletic achievements;

Whereas the Board and Administration wishes to congratulate Wade Monebrake for his 2nd place finish at the OHSA Division II State Wrestling Championship.

Whereas the Board and Administration wish to recognize the Competition Cheer Team for competing at the OASSA State Championships and the UCA Nationals;

Aleah Bates
Wyatt Cox
Kaitlyn Ford
Hannah Keller
Krysten Mikesell
Alyvia Myers
Hayley Newman
Madison Sarver
Tayla Wilson

Congratulations!

E. Recognition of Visitors – None.

F. Executive Session

To discuss the employment of a public employee or official.

To discuss confidential student information required to be kept confidential under federal and state law in accordance with R.C. 149.43(G)(5).

Dr. Curry, Rachel Tait, Stephanie Lewis, Derek Flatter, Joe Scholler, Dan Proctor, Brandon Swihart, Jessica Swihart, and Bonnie Swihart were invited to participate in executive session.

Motion by Mr. Pool, second by Mr. Durham to convene executive session.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1718-075

President convenes executive session at 6:05 p.m.

President resumes open session at 8:39 p.m.

Treasurer's Note: Mr. Beeghly recused himself from participating in the first of two confidential student discussions.

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 March 1, 2018 Special Board Meeting.
2. Approve minutes of the March 12, 2018 Special Board Meeting.
3. Approve minutes of the March 12, 2018 Regular Board Meeting.
4. Approve minutes of the March 26, 2018 Special Board Meeting.

Motion by Mr. Beeghly, seconded by Mr. Pool

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1718-076

III. Reports

- A. **Miami Valley Career Technology Center Report** – Mr. Parks said Phase II of Strategic Planning Process has begun.
- B. **Parks and Recreation Board Report** – Mr. Durham shared his report.
- C. **Superintendent Report** – Dr. Curry congratulated the High School on a wonderful musical.
- D. **Other Reports** – None.

IV. **Old Business** – None.

V. **New Business**

A. **Student Disciplinary Expulsion**

Motion by Mr. Pool, seconded by Mr. Durham, to affirm the student disciplinary expulsion number one (1) as discussed during this board meeting. Item V.A.

Discussion – None.

Beeghly Abstained Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1718-077

B. **Student Disciplinary Expulsion**

Motion by Mr. Parks, seconded by Mr. Durham, to modify the student disciplinary expulsion number two (2) as discussed during this board meeting to the end of the 2017-2018 school year. Item V.A.

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1718-078

C. **Discussion**

The Board will be discussing the district owned property located at 302 Eaton Lewisburg Rd, Eaton, Ohio.

Mrs. Tait shared that the tenant has notified the district that they will be vacating the property May 31st.

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 D.2. through N are adopted by one single motion with D.1. voted on separately.

D. Resignations and Retirement

The Administration recommends the following resignations and retirement.

2. Emily Dumler, 3rd Grade Level Leader (1/2 stipend), resignation effective June 30, 2018.
3. Jutta Ewing, Cafeteria Worker, resignation for the purpose of retirement, effective May 31, 2018.
4. Joe Ferriell, 8th Grade Boys Basketball, resignation effective June 30, 2018.
5. Nathan Islamovsky, Hi-Y Advisor, resignation effective June 30, 2018.
6. Amanda Jerdon, 7th Grade Volleyball, resignation retroactive to March 7, 2018.
7. Leslie Kelly, Assistant Peer Counselor Advisor, resignation effective June 30, 2018.
8. Gina Melling, National Honor Society Advisor, resignation effective June 30, 2018.
9. Beverly Richardson, 4th Grade Level Leader (1/2 stipend), resignation effective June 30, 2018.
10. Karen Titkemeyer, 5th Grade Level Leader (1/2 stipend), resignation effective June 30, 2018.

E. Employment – Non-Certificated Administrator

The Administration recommends the following classified administrator for a limited contract. Salary, benefits and duties per Board Policy, Administrative Rules and Regulations, and all applicable state and local requirements.

1. Jean Keller, Assistant to the Treasurer, July 1, 2018 – June 30, 2020.

F. 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 Regulation.

1. One year limited contracts for the 2018-2019 school year (July 1, 2018 – June 30, 2019).
 - a. Aaron Buczkowski
 - b. Carolyn Bulach
 - c. Christy Cassel
 - d. Jackilyn Chasteen
 - e. Andrew Cline
 - f. Kellie Curry
 - g. Lauren Duvall
 - h. Anna Fomin
 - i. Samantha French
 - j. Callie George
 - k. Heather Green
 - l. Jana Haddix
 - m. Sarah Hanson
 - n. Sydney Hartzell
 - o. Abigail Hinson
 - p. Timothy Holland
 - q. Derek Lucas
 - r. Garrett Luther
 - s. Ron Neanen
 - t. Kimberly Neeley
 - u. Rachel Othersen
 - v. MeLeah Perry

- | | |
|----------------------|--------------------|
| w. Elizabeth Roberts | aa. Samuel Watson |
| x. Emily Smith | bb. Stacy Webb |
| y. Samantha Torrey | cc. Heidi Wooddell |
| z. Jeffrey Wassom | |

2. Two year limited contracts for the 2018-2019 and 2019-2020 school years (July 1, 2018 – June 30, 2020).
- | | |
|----------------------|--------------------|
| a. Emily Dumler | i. Cheryl Mellen |
| b. Joseph Ferriell | j. Emily Pioske |
| c. Nicholas Flynn | k. Jessica Sams |
| d. Hannah Harrison | l. Emily Schaeffer |
| e. Stephanie Herzog | m. Hilary Waugh |
| f. Nathan Islamovsky | n. Susan Wike |
| g. Kaitlin Lawson | o. Sandy Yount |
| h. Allyson Luther | |

G. Employment – Certificated Staff Extended Service Supplemental Contracts

The Administration recommends approval of the following extended service supplemental contracts for the 2018-2019 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Carolyn Bulach, Kindergarten Teacher – 1 day
2. Jennifer Cross, Family and Consumer Science – 5 days
3. Kellie Curry, Kindergarten Teacher – 1 day
4. Anna Fomin, Kindergarten Teacher – 1 day
5. Callie George, Speech Pathologist – 4 days
6. Jana Haddix, Kindergarten Teacher – 1 day
7. Erica Hamilton, Kindergarten Teacher – 1 day
8. Kayla Klapper, Kindergarten Teacher – 1 day
9. Allyson Luther, Kindergarten Teacher – 1 day
10. Patricia McGinnis, Elementary School Guidance Counselor – 3 days
11. Malissa Miller, Elementary School Guidance Counselor – 5 days
12. Ron Neanen, High School Guidance Counselor – 20 days
13. MeLeah Perry, High School Guidance Counselor – 20 days
14. Leslie Roberts, Career Based Intervention Teacher – 3 days
15. Dalene Sadowski, School Nurse, 9 days
16. Amy Stevens-Arend, Kindergarten Teacher – 1 day
17. Hilary Waugh, Middle School Guidance Counselor – 10 days

H. Employment – Certificated Staff Extra-Curricular Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2018-2019 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Erica Hamilton, KG Grade Level Leader – ½ stipend
2. Allyson Luther, KG Grade Level Leader – ½ stipend

3. Kathryn Chesnut, 1st Grade Level Leader – ½ stipend
4. Robyn Eck, 2nd Grade Level Leader – ½ stipend
5. Sarah Leach, 2nd Grade Level Leader – ½ stipend
6. Sarah Hanson, Elementary Musical Performance Director
7. C. Annie Martin, 3rd Grade Level Leader – ½ stipend
8. Kelli Wright, 4th Grade Level Leader – ½ stipend
9. Ashlee Collins, 5th Grade Level Leader – ½ stipend
10. Mark Carnahan, Bruce Elementary Accelerated Math/LA After School Program
11. Suzanne Niehaus, Chess Club Advisor – Bruce
12. Kelli Wright, Bruce Elementary Yearbook Coordinator
13. Sandy Yount, Elementary Musical Performance Director
14. Catherine Borucki, Science Department Head – MS
15. Garrett Luther, Language Arts Department Head – MS
16. Emily Pioske, Vocal Music Director - MS
17. Emily Schaeffer, Mathematics Department Head - MS
18. Rhonda Winings, Social Studies Department Head – MS
19. Catherine Borucki, Academic Team Advisor – MS
20. Jennifer Couch, Student Council Advisor – MS
21. Amanda Jerdon, Honor Society Advisor – MS – ½ stipend
22. Chad Tinstman, Washington D.C. Trip Coordinator
23. Ty Tolliver, Yearbook Advisor – MS
24. Amy Kochensparger, Grade 9 Class Advisor
25. Kevin Kochensparger, Grade 9 Class Advisor
26. Stephanie Herzog, Grade 10 Class Advisor
27. Leslie Kelly, Grade 10 Class Advisor
28. Jennifer Cross, Grade 11 Class Advisor
29. Amber Michael, Grade 11 Class Advisor
30. Ron Neanen, Grade 12 Class Advisor
31. Paul Bingle, Head Band Director
32. Abigail Hinson, Assistant Band Director
33. Anne Gaydosh-Bruce, Language Arts Department Head – HS
34. Kevin Kochensparger, Math Department Head – HS
35. Amy Kochensparger, Science Department Head – HS – ½ stipend
36. Randall McKinney, Social Studies Department Head – HS
37. Emily Pioske, Vocal Music Director – HS
38. James Richards, Science Department Head – HS – ½ stipend
39. Aaron Buczkowski, Thursday School
40. J. Scott Burnett, S.A.D.D. Advisor
41. Christy Cassel, Student Council Advisor – HS – ½ stipend
42. Anne Gaydosh-Bruce, Student Council Advisor – HS – ½ stipend
43. Teresa Gels, Peer Counselor Advisor
44. Hannah Harrison, Spanish Club Advisor
45. Sydney Hartzell, Annual Advisor (During the School Day)

46. Aaron Hemmert, Academic Team Advisor
47. Abigail Hinson, Musical Instrumental Director
48. Leslie Kelly, Tri-Hi-Y Advisor
49. Amy Kochensparger, Science Club Advisor
50. Amber Michael, Art Club Advisor
51. Michelle Moore, Assistant Drama Director – ½ stipend (spring)
52. Emily Pioske, Musical Vocal Director

I. Employment – Certificated Staff Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2018-2019 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. John Groom, LPDC Committee Chairperson, to be paid at a rate of \$20.00 per hour plus a \$500.00 stipend.
2. Jennifer Cross, Molly Hurd, and Carolyn Annie Martin, LPDC members, to be paid at a rate of \$20.00 per hour plus a \$100.00 stipend.

J. Employment – Certificated Staff Athletic Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2018-2019 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Chad Tinstman, Athletic Director – Middle School
2. Randall McKinney, Head Cross Country Coordinator
3. Nicholas Flynn, Program Assistant Cross Country – Class VI
4. Samantha Torrey, Program Assistant Cross Country – Class VI
5. Emily Dumler, Program Assistant (Cross Country) – Class VII
6. A. Brad Davis, Varsity Football
7. Samuel Watson, High School Assistant Football
8. Nathan Islamovsky, High School Assistant Football
9. Joseph Ferriell, Football Coordinator – Middle School
10. Robert Ebright, Football – Middle School

K. Employment – Classified

The Administration recommends the employment of the following personnel for the 2017-2018 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. Stephanie Lewis, Registered Nurse

L. 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 2017-2018 school year, as certified by the Preble County Educational Service Center.

1. Jake Foster

M. Employment of Non-Certificated Substitute

The Administration recommends employment of the following personnel for the 2017-2018 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

1. Paula Connerley, Substitute RN Health Aide

N. Supplemental Contract Non-Renewals

In accordance with Ohio Revised Code, the Administration recommends the annual non-renewal and posting of the following supplemental contracts effective June 30, 2018 and request that the Board authorize the Treasurer to send notices of non-renewal to each.

1. Harold Niehaus, Dramatics Director – ½ stipend (fall)
2. Renee Piekutowski, Assistant Drama Director – ½ stipend (fall)
3. Lisa White, Flag Corps Advisor
4. Mark Silvers, Assistant Cross Country Coordinator
5. Nan Silvers, Program Assistant (Cross Country)
6. Clint Buffenbarger, High School Assistant Football – ½ stipend
7. Austin Fudge, High School Assistant Football – ½ stipend
8. Chad Lee, High School Assistant Football – ½ stipend
9. Robbie Sams, Football – Middle School
10. Paige Harper, Cheerleading Advisor - Competition
11. Paige Harper, Varsity Cheerleader Advisor (Football)
12. Christina Koeller, Varsity Cheerleader Advisor (Basketball)
13. Sasha Owens, Reserve Cheerleader Advisor (Football)
14. Hope Burrell, Reserve Cheerleader Advisor (Basketball)
15. Tiffany Baker, 8th Grade Cheerleading Advisor (Football)
16. Tiffany Baker, 8th Grade Cheerleading Advisor (Basketball)
17. Tiffany Baker, 7th Grade Cheerleading Advisor (Football)

18. Tiffany Baker, 7th Grade Cheerleading Advisor (Basketball)

19. Randy Titkemeyer, Varsity Golf

20. Tim Appledorn, Reserve Golf

21. Matt Money, Varsity Boys Soccer

22. Christopher Briley, Reserve Boys Soccer – ½ stipend

23. Andrew Bergeron, Reserve Boys Soccer – ½ stipend

24. Michael Bacher, Varsity Girls Soccer

25. Kevin Schaeffer, Reserve Girls Soccer

26. John Hitchcock, Varsity Girls Tennis

27. John Hitchcock, Varsity Boys Tennis

28. Parker Fields, Varsity Volleyball

29. Gerald Cornett, Reserve Volleyball

30. David Honhart, Varsity Girls Basketball

31. Maggie Neanen, Reserve Girls Basketball

32. Tim Appledorn, 8th Grade Girls Basketball

33. Randy Titkemeyer, 7th Grade Girls Basketball

34. Alex Prater, Varsity Boys Basketball

35. Clay Young, Freshman Boys Basketball

36. Patrick Flanagan, 7th Grade Boys Basketball

37. Kajsa Ruebush, Varsity Swimming

38. Mark Silvers, Varsity Wrestling

39. Bo Maggard, High School Assistant Wrestling – ½ stipend

40. Brett Beare, Wrestling – Middle School

41. Zach Beare, Wrestling – Middle School

42. Patrick Flanagan, Varsity Baseball

43. Maggie Neanen, Varsity Softball

44. Emily Amburgey, Program Assistant Track

45. Mark Silver, Program Assistant Track

46. Dorothy Stoltz, Program Assistant Track

Motion by Mr. Durham, seconded by Mr. Beeghly to approve agenda items D.2. through N.

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1718-079

D1. Resignations and Retirement (voted on separately)

1. Jennifer Beeghly, Honor Society Advisor (1/2 stipend), resignation effective June 30, 2018.

Motion by Mr. Parks, seconded by Mr. Pool to approve agenda item D.1.

Discussion – None.

Beeghly Abstained Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1718-080

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

O. Board Policy Updates

The Administration recommends the second reading and adoption of the following updated board policies.

1. 2271 – College Credit Plus Program
2. 3220 – Standards-Based Teacher Evaluation
3. 4120.05 – Employment of Substitute Educational Aides
4. 5136 – Personal Communication Devices
5. 5136.01 – Electronic Equipment
6. 5200 – Attendance
7. 5330 – Use of Medications
8. 5530 – Drug Prevention
9. 6233 – Amenities for Participants at Meetings and/or Other Occasions
10. 6680 – Recognition

11. 7300 – Disposition of Real Property/Personal Property
12. 7540.04 – Staff Technology Acceptable Use and Safety
13. 7540.05 – District-Issued Staff E-mail Account
14. 7540.06 – District-Issued Student E-mail Account
15. 8600.04 – Bus Driver Certification
16. 9141 – Business Advisory Council

P. Textbook Adoption

The Administration recommends the adoption of Myer's Psychology for the A.P. Course 3rd ed., Bedford, Freeman, and Worth, Copyright 2018, for grades 11-12 AP Psychology.

Q. Amend 2018-2019 Student and Parent Handbooks

The Administration recommends amending the Student and Parent Handbooks for Hollingsworth East Elementary, William Bruce Elementary, Eaton Middle School, and Eaton High School to replace the Safe Bus Riding Rules with the updated Safe Bus Boarding, Riding and Exiting Rules (Attachment A).

R. Amend Lease Agreement with Community Action Partnership

The Administration recommends amending the lease agreement with Community Action Partnership, approved at the December 11, 2017 board meeting, from a two year lease to a one year lease (Attachment B).

S. Agreement with Butler County Educational Service Center

The Administration recommends approval of a Contracted Service Agreement with Butler County Educational Service Center to provide Tinker Tank Student Sessions during the week of May 14, 2018 through May 18, 2018 at the Eaton Middle School, at a cost of \$1,575.00. Cost to be paid from grant funds.

T. Summer Reading Program

The Administration recommends approval of the 3rd Grade Summer Reading Program. The program will run from June 19, 2018 through July 11, 2018, Tuesday through Thursday. Staffing will include up to five (5) staff members, to be paid \$100.00 per day with duties including planning, supervision, instruction, and test administration. Costs to be paid from grant funds.

U. Agreement for Public Safety

The Administration recommends approval of the public service agreement with the City of Oxford Fire Department to provide Emergency Medic Services for two (2) EMT/Medic, at a rate of \$35.00 per hour, for graduation services at Miami University, Millett Hall.

V. Agreement with Child Nutrition Services, Inc.

The Administration recommends approval of the agreement with Child Nutrition Services, Inc. for the purpose of consulting services in the school food service program (Attachment C).

W. Agreement with Bowers Success Development

The Administration recommends approval of an agreement with Bowers Success Development to provide an orientation camp for the 2018-2019 freshman class (Attachment D).

X. Out-of-State Employee Travel

The Administration recommends approval of the following out-of-state employee travel.

1. James Richards, Science Teacher, to Indiana University, Bloomington, Indiana, to attend ACP Geology course training, April 20, 2018.

Y. Overnight Student Travel

The Administration recommends approval of the following overnight student travel.

1. High School Boys Basketball Team to Eastern Ohio Team Camp, Sherrodsville, Ohio, June 10, 2018 through June 12, 2018.

Z. Out-of-State Student Travel

The Administration recommends approval of the following out-of-state student travel.

1. High School Girls Basketball to Purdue Women's Basketball Team Camp, West Lafayette, Indiana, June 22, 2018 through June 24, 2018.
2. High School Girls Basketball to Richmond Girls Basketball Summer League, Richmond, Indiana, June 5, 2018; June 12, 2018; June 19, 2018; and June 26, 2018.

AA. Athletic Camp

The Administration recommends approval for the following athletic camp.

1. High School Volleyball Camp, July 24, 2018 through July 26, 2018, provided by Elevation.

BB. Donation

The Administration recommends acceptance of the following donation.

1. From JBC Prime Fitness, DBA Anytime Fitness, monetary donation to the Bruce Elementary Principal's fund.

Motion by Mr. Pool, seconded by Mr. Parks

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1718-081

CC. Agreement with the Eaton Police Association

The Administration recommends approval of the Contract for Services Agreement with the Eaton Police Association, to provide one (1) uniformed police officer, at a rate of \$23.00 per hour, for the April 9, 2018 Board of Education meeting, retroactive to March 28, 2018.

Motion by Mr. Pool, seconded by Mr. Durham to approve agenda Item V.CC.

Discussion – None.

Beeghly Abstained Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1718-082

VI. Adjournment

Motion by Mr. Parks, seconded by Mr. Beeghly to adjourn the meeting.

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1718-083

President adjourns meeting at 8:56 p.m.

DATE _____

PRESIDENT _____

TREASURER _____

Safe Bus Boarding, Riding and Exiting Rules:

1. Passengers are under the authority of the bus driver while boarding, riding and exiting the bus.
2. Students are required to follow all procedures regarding their designated place of safety.
3. Students must go directly to their assigned seat so the bus may safely resume motion.
4. Students must remain properly seated keeping aisles and exits clear.
5. Students must observe classroom conduct and obey the driver promptly and respectfully.
6. Swearing, teasing and verbal abuse are prohibited. Respect other people and their property.
7. Eating, drinking, and chewing gum are not permitted on the bus except as required for medical reasons.
8. Students may not use or possess tobacco, alcohol, or drugs on the bus or at the bus stop.
9. Students may not throw or pass any objects inside or outside of the bus.
10. Students may carry on the bus only objects that can be held on their lap and kept secured.
11. No part of the body (arms, head, legs, etc.) or objects should be placed or thrown out the windows.
12. Bullying, fighting, and other aggressive behaviors are prohibited.
13. Firearms, weapons, explosives, or other dangerous materials are prohibited on school buses. Animals are also prohibited, with the exception of those intended for special needs assistance. Glass and balloons are also prohibited on school buses.
14. The use of any electronic device that prohibits communication with a student, distracts or interferes with the safe operation of the bus is prohibited.
15. Any act of vandalism, marking, or destroying any part of a bus is prohibited.
16. Silence at railroad crossings is mandatory.
17. The Student Code of Conduct and other school rules shall apply at all times.

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (the "Amendment"), dated effective as of November 1, 2017 ("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 312 N. Barron Street, Eaton, Ohio 45320, and **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 expired on October 31, 2017 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, 2017 (the "Commencement Date"), and shall terminate on October 31, 2018 (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.

[Remainder of page intentionally left blank. Signature page to follow.]

**EATON COMMUNITY SCHOOL DISTRICT
and
CHILD NUTRITION SERVICES, INC.**

This agreement made this ____ day of _____, in the year 2018, by and between the **Eaton Community School District ("Board") and Child Nutrition Services, Inc.**, an Ohio corporation, (Vendor) for the purpose of consulting services in the school food service program.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, the parties hereto do hereby agree as follows:

1. MANAGEMENT

The Vendor will consult for the school district's National School Lunch and Breakfast program and will provide services to oversee compliance for the district food service program. The Vendor will review food service documents including program delivery invoices, expenses, inventory, deposits, income, and management reports concerning the school food service program and make recommendations regarding this information. The Vendor will review and help plan menus in compliance with the guidelines of the National School Lunch & Breakfast Programs under the plan selected by the administration on the annual program application. The Vendor will not be providing an on-site supervisor to the program but a part-time consulting School Nutrition Specialist with visitation and electronic messaging to school personnel.

2. REPRESENTATION

Vendor will act as a representative and administrative designee of the Board at local, state and national school food service events, training and for administrative functions of the food service operation. The Board will be provided with up-to-date information regarding changes in the National School Lunch and Breakfast Program through the district contact administrator.

3. MANAGEMENT PRACTICES

The Board shall retain control of the quality, extent and general nature of its food service program and employees. The Board and the Vendor shall ensure that the food service operation is in conformance with the school food authority's agreement under the Program pursuant to 7CFR 210.6.

All funds collected under the National School Lunch and Breakfast Program will be deposited in the school district food service account on a daily basis.

The Board and the Vendor agree and acknowledge that the relationship created by this Agreement is that of an independent contractor and not that of employer and employee.

The Vendor agrees to comply with all Worker's Compensation laws, Ohio employment laws and Federal employment laws. The Vendor will carry and maintain general liability and personal injury insurance with the Board listed on the certificate of insurance.

The school food authority will comply with federal regulations and protect food service from imposed penalty by non-compliance of the program. The consultant will assist the school district with the compliance process.

The Board shall obtain applicable state and local health certificates. The consultant will verify that the program follows state and local health regulations at the school food service sites.

4. PURCHASING

Board purchasing agreements and group bids such as the Educational Purchasing Cooperative will be used as well as competitive quotes for procurement of all food and supplies for the meal program. Program delivery invoices for food and supplies will be reviewed to insure the proper bid quotes are being charged and that all items listed on the invoice were received into the school lunch program. The inventory program will contain a summary of food purchased into the Board. The Treasurer's Office will process and pay all program invoices for food service.

5. NUTRITIONAL ANALYSIS

Compliance for Ohio SB210 and the Healthy, Hunger Free Children Act of 2010 require oversight on nutrient standards of items sold and served in schools. Guidelines established by regulation must be determined for nutrient content. Menu analysis on daily menus and foods served will be categorically documented for the district food service program and maintained and updated in each cafeteria as designated by regulation. Vendor will utilize USDA approved analysis software and School Nutrition Specialists in evaluating program regulations.

6. RECORDS AND REPORTS

Child Nutrition Services will manage and organize the collection, computation and consolidation of data used to prepare any and all reports and records required by the State Department of Education, the National School Lunch Program, or the Board, with respect to the school food service program. Such information will be retained for a period of three years.

The Board will retain and backup daily sales and meal counts per building, monthly financial information required by the State of Ohio regarding the Federal School Meals Program.

Child Nutrition Services will prepare for submission; any claims and reporting as designated by the Board for the Federal School Meals Program. The Board will retain signature authority on the Federal School Meals Program through the State Agency Agreement, free and reduced price policy statement and claims for reimbursement.

The Board shall maintain food service records for a period of three years from the close of the fiscal year to which they pertain plus the current year of operation.

7. FINANCIAL ARRANGEMENTS

The Board agrees to pay Child Nutrition Services, Inc. each month for consulting cost of \$1250 per month for twelve months. The Board shall be invoiced monthly for expenses by invoice to the Treasurer's Office. There is no additional payroll assigned to this program. Any professional development training sessions or administrative review preparation will be invoiced separately with administrative approval at an hourly rate of \$65 per hour.

8. TERM

This agreement shall become effective as of July 1, 2018, and shall remain in effect until June 30, 2019, with renewal options as mutually agreed by both parties.

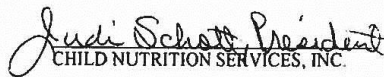
If either party shall fail to meet or fulfill the terms and provisions of the Agreement, the party claiming such failure may give 30 day written notice to the other party. The claiming party may then terminate for any reason.

Any notice to be given there under shall, if to Child Nutrition Services, Inc. be sent to 321 Kings Mill Rd., Mason, Ohio 45040; and if to Eaton Community Schools, 306 Eaton Lewisburg Rd., Eaton, Ohio 45320.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties hereto and all previous communications between parties, whether written or oral, with reference to the subject matter of this Agreement, are canceled and superseded.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.


CHILD NUTRITION SERVICES, INC.

DATE

SCHOOL DISTRICT

DATE

Bowers Success Development

8515 Clearwater LN. Apt. 303
Indianapolis, IN 46240
(317) 201-5583

*****Please have a signed copy of this agreement with payment for Chris the day of the presentation. DO NOT MAIL**

Agreement

THIS AGREEMENT, made and entered into this 23rd day of March 2018, by and between Bowers Success Development ("Bowers"), 8515 Clearwater LN. Apt. 303 Indianapolis, IN 46240 and Eaton High School .("Client").

NOW, THEREFORE, in consideration of the matters recited above, as well as the obligations made herein, the parties agree as follows:

Nature of Relationship

Client has hired Chris Bowers to perform as agreed upon on August 8, 2018. Bowers will be responsible for preparation and execution of the performance and for arranging any travel necessary.

Compensation

Client will pay Bowers \$2500 for the aforementioned presentation including all travel. Any cancellations must be completed in writing sixty (60) days prior to the date of the program. If such notice is not given, Client will pay fifty percent (50%) of the original contract price as a cancellation fee. **Final Payment is due day of the presentation.**

Holding Deposit

A holding deposit of \$0.00 is to be paid to Chris Bowers. Tax ID # 306969483.

Miscellaneous

- a. This Agreement can only be assigned with the express written consent of all parties.
- b. This Agreement shall be governed by the Laws of the State of Indiana, and any conflict between the parties shall be heard in a Indiana Court of competent jurisdiction.
- c. Bowers is a contractor to Client, and will never be considered an employee of Client.
- d. This Agreement constitutes the entire agreement between Bowers and the Client, superseding all previous communications and negotiations, whether written or oral. The terms and conditions of this Agreement shall prevail over any additional or conflicting terms of any other agreement, whether written or oral. No modification of this Agreement

shall be binding unless it is in writing and executed by an authorized representative of Bowers and Client.

- e. If any part or parts of this Agreement are held to be invalid, the remaining parts of this Agreement shall continue to be valid and enforceable as to the parties hereto.
- f. Any notice required or permitted to be given under this Agreement shall be deemed properly given at the time it is personally delivered or sent by overnight mail, properly addressed and postpaid, as applicable, to the address set forth in this Agreement or at such other address as may be specified in writing by the applicable party.

Bowers SUCCESS DEVELOPMENT, LLC

CLIENT

Signature: Christopher Bowers

Signature (of client) _____

Christopher Bowers

Print Name: _____

Chris Bowers
8515 Clearwater LN. Apt. 303
Indianapolis, IN 46240

Address: _____

Phone: (317) 201-5583

Phone: _____

Fax: _____
