

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary
March 8, 2021

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

E. Beeghly Y D. Durham Y B. Myers Y L. Noble Y T. Parks Y

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

D. Recognition of Visitors

No requests have been made.

E. Recognition of Students

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

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

Olivia Baumann – Volleyball Player of the Year

Girls Tennis Team – League Champions

Harmony Atkinson
Olivia Brooks
Kylie Chaney
Maegan Cohorn
Anna Collins
Kate Hauser
Macy Hitchcock
Haneet Kang
Anna Kramer
Grace Murphy
Sophia Murphy
Tess Murphy
Maggie Ott
Erika Wilkinson

Macy Hitchcock – Girls Tennis

SWBL First Team, Sectional Champion – Singles, District Champion – Singles, State Champion – Singles, OHSAA All Ohio First Team, First Team All Area Division 2, Player of the Year Division 2

Girls High School Cross Country Team – Regional Qualifiers, District Runner-up Finish, Regional 3rd Place Finish, State Qualifiers (13th Place Finish)

Kiera Elliott
Lauren Guiley
Kaili Hewitt
Rylie Haynes
Stephanie Gibson
Cami McCloud
Ally Schmidt
Cari Metz – alternate

Boys High School Cross Country Team – Regional Qualifiers, District 3rd Place Finish, Regional 8th Place Finish

Jack Bortel
Kolby Hamilton
James Baker
Cole Hauser
Bradley Gifford
Jaxon Roth
Austin Kopf
Logan Cottle - alternate

Jack Bortel – Cross Country State Qualifier

Kolby Hamilton – Cross Country State Qualifier

Congratulations!

F. Executive Session

To consider the employment of a public employee or official.

To consider complaints against a public employee, official licensee, or student.

The following individuals are invited to attend: Jeff Parker, MissAnne Imhoff, Rachel Tait, Doc Horton, Matt Robbins, Elizabeth Staley, Melinda Moore, Scott Couch, Ross Dearth, and Dena Quinones.

Motion by Terry Parks, second by Ben Myers to convene executive session.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2021-057

President convenes executive session at 6:16 p.m.

President resumes open session at 7:32 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 February 8, 2021 Regular Board Meeting.
2. Submission of Warrants.
3. Submission of Financial Report.
4. Submission of Investment Report.
5. Approve FY21 Supplemental Appropriations.

Motion by Darrell Durham, second by Ben Myers

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2021-058

III. **Reports**

- A. Miami Valley Career Technology Center Report** – Mr. Parks shared that on February 25th, MVCTC staff received their vaccination. The building project will be completed in 2024. Dr. Weldy is working on prom and graduation.
- B. Parks and Recreation Board Report** – Mr. Myers stated the Parks and Recreation Board meets tomorrow night.
- C. Superintendent Report** – Mr. Parker shared that approximately 125 Eaton Staff received their 1st vaccine dose. The second shot will be on March 25th. School on March 26th will be remote for students, but all staff will report to work that day unless they are feeling the effects of the vaccine. Mr. Parker also shared that Catharine Borucki, Vicki Smith, and Deb Tucker will be retiring this year.
- D. Other Reports** – None.

IV. Old Business – None.

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 L 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 & Retirements

The Administration recommends approval to accept the following resignation and retirements.

1. Catherine Borucki, Teacher, resignation for the purpose of retirement, effective May 31, 2021.
2. Vicki Smith, Bus Driver, resignation for the purpose of retirement, effective March 31, 2021.
3. Dorothy Stoltz, Track Program Assistant, resignation of one-half stipend, effective February 22, 2021.
4. Deborah Tucker, Custodian, resignation for the purpose of retirement effective August 31, 2021.

B. Employment – Certificated Administrators

The Administration recommends the following certified administrators for limited contracts. Salary, benefits and duties per Board Policy, Administrative Rules and Regulations and all applicable state and local requirements. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements.

1. Melissa Imhoff, Assistant Superintendent, three (3) year limited contract, July 1, 2022 – June 30, 2025.
2. Elizabeth Staley, School Psychologist, two (2) year limited contract, July 1, 2021 – June 30, 2023.

C. Employment – Non-Certificated Administrators

The Administration recommends the following classified administrators for limited contracts. 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, two (2) year limited contract, July 1, 2022 – June 30, 2024.

2. Pam Lohnes, Cafeteria Manager, two (2) year limited contract, July 1, 2022 – June 30, 2024.
3. Travis Miller, Athletic Director, two (2) year limited contract, July 1, 2022 – June 30, 2024.
4. Matt Robbins, Director of Operations, two (2) year limited contract, July 1, 2022 – June 30, 2024.
5. Tammy Broughton, Psychology Assistant, two (2) year limited contract, July 1, 2021 – June 30, 2023.

D. Employment – Exempt Classified Staff

The Administration recommends employment of the following exempt classified personnel for the 2020-2021 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.

1. Melinda Moore, Secretary to the Director of Operations, effective April 5, 2021

E. Employment Classified Staff

The Administration recommends the employment of the following personnel for the 2020-2021 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. Rachel Rossi, Educational Aide, retroactive to February 17, 2021.

F. 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 2020-2021 school year, as certified by the Preble County Educational Service Center.

1. Jennifer Fitzwater

G. Employment – Certificated Staff Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2020-2021 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Carolyn Bulach, Kindergarten Grade Level Leader (1/2 stipend), retroactive to July 1, 2020
2. Robyn Eck, 2nd Grade Level Leader (1/2 stipend), retroactive to July 1, 2020
3. Sara Leach, 2nd Grade Level Leader (1/2 stipend), retroactive to July 1, 2020
4. Cheryl Mellen, Dramatics Director (1/2 stipend fall)
5. Keri Osswald, 1st Grade Level Leader (1/2 stipend), retroactive to July 1, 2020
6. Elizabeth Roberts, 1st Grade Level Leader (1/2 stipend), retroactive to July 1, 2020

7. Amy Stevens-Arend, Kindergarten Grade Level Leader (1/2 stipend), retroactive to July 1, 2020.

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 nominee on one-year limited contract for the 2020-2021 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. Zac Beare, Track Program Assistant (1/2 Stipend)

I. Create and Post –Classified

The Administration recommends approval to create and post the following classified position for the 2020-2021 school year. Salary and benefits to be paid in accordance with board policy and negotiated agreement.

1. Secretary

J. Approval of Job Description – Secretary Assigned to Director of Student Services and School Psychology

The Administration recommends approval of the Secretary – Assigned to the Director of Student Services and School Psychology job description (Attachment A).

K. Post Temporary Positions

The Administration recommends the following temporary positions to be filled as needed.

1. One (1) maintenance helper at the rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of 11 weeks; as needed from June 1, 2021 through August 13, 2021.
2. Four (4) custodian helpers, at the rate of \$13.75 per hour, not to exceed 40 hours per week each, for a maximum of 11 weeks; as needed from June 1, 2021 through August 13, 2021.
3. One (1) transportation department helper, at the rate of \$13.75 per hour, not to exceed 40 hours per week for a maximum of 11 weeks; as needed from June 1, 2021 through August 13, 2021.
4. One (1) transportation, maintenance, and custodial helper, at the rate of \$13.75 per hour; not to exceed 40 hours per week for a maximum of 11 weeks; as needed from June 1, 2021 through August 13, 2021.

L. Volunteer

The Administration recommends approval of the following volunteer.

1. David Curry, Volunteer Baseball Coach

Motion by Terry Parks, second by Eric Beeghly

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2021-059

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 M through T 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.

M. Memorandum of Understanding Regarding Calamity Days

The Administration recommends approval of a Memorandum of Understanding between the Eaton Community Schools Board of Education and the Eaton School Support Personnel Association regarding calamity days for the 2020-2021 school year (Attachment B).

N. Eaton High School Registration Booklet

The Administration recommends approval of the 2021-2022 Registration Booklet for Eaton High School. The handbook is on file at Eaton High School and at the Central Office.

O. Agreement with Butler County Educational Services

The Administration recommends approval of an agreement with Butler County Educational Service Center for Collaborative Educational Preschool Services commencing July 1, 2021 and ending June 30, 2022 (Attachment C).

P. Approval of Summer Camps

The Administration recommends approval of the following summer camps.

1. Youth Girls Basketball, grades 2-8, June 7-10, 2021

2. Youth Cheer Camp, grades 1-8, June 7-10, 2021.
3. Youth Football Camp, grades 3-8, June 7-10, 2021
4. Youth Boys Soccer Camp, grades 4-8, June 14-17, 2021.
5. Youth Tennis Camp, grades 3-8, June 14-17, 2021.
6. Youth Volleyball Camp, grades 3-8, June 14-17, 2021.
7. Youth Golf Camp, grades 3-12, June 15-18, 2021.
8. Youth Boys Basketball Camp, grades 3-8, June 21-24, 2021.
9. Youth Girls Soccer Camp, grades 4-8, June 21-24, 2021.

Q. Out-of-State Student Travel

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

1. High School Band and Color Guard students and staff to Orlando, Florida, March 28, 2022 through April 3, 2022.

R. Disposal of Textbooks

The Administration recommends approval to declare the following textbooks as obsolete and to dispose of them accordingly.

1. (1) Weather Watch (Teacher's Book), Houghton Mifflin, 1997
2. (1) What A Day (Teacher's Book), Houghton Mifflin, 1997
3. (1) What's Cooking (Teacher's Book), Houghton Mifflin, 1997
4. (1) Disaster (Teacher's Book), Houghton Mifflin, 1997
5. (1) Oink, Oink, Oink (Teacher's Book), Houghton Mifflin, 1997
6. (1) Community Ties (Teacher's Book), Houghton Mifflin, 1997
7. (11) Paperback Plus (Teacher's Resource), Houghton Mifflin, 1997
8. (23) Celebrate – Invitations to Literacy, Houghton Mifflin, 1997
9. (2) Celebrate – Literacy Activity Book, Houghton Mifflin, 1997
10. (24) Enjoy – Invitation to Literacy, Houghton Mifflin, 1997
11. (2) Enjoy – Literacy Activity Book, Houghton Mifflin, 1997
12. (1) Teacher's Assessment Handbook, Houghton Mifflin, 1997
13. (196) Math Connects (Course I), Glencoe McGraw-Hill, 2009
14. (51) The Shurley Method (English Made Easy), Shurley Instructional Materials, 1997

S. Obsolete Item

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

1. (1) Media Cart for Computers, Tag Number 11565, Middle School Library
2. (9) Boxes of Miscellaneous Books, Middle School Library

3. (1) Swintec Typewriter, Tag Number 9297, Middle School Library
4. (2) Boxes of VHS Tapes, Middle School Library

T. Donation and Grant Acceptance

The Administration recommends acceptance of the following donation.

1. From Silfex, corporate grant, to Eaton Community Schools for technology needs.
2. From Dr. Sandra Hickey, monetary donation, to East and Bruce Elementary Schools to be used to purchase winter coats for students.

Motion by Eric Beeghly, seconded by Ben Myers

Discussion – Mr. Parker shared that the Silfex Grant will help provide technology in the district.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2021-060

U. Executive Session

To consider/discuss: employment of a public official.

The following individuals are invited to attend: Jeff Parker, MissAnne Imhoff, Brian Camp, Teresa Woodin, Scott Couch, Rachel Tait.

Motion by Terry Parks, second by Eric Beeghly to convene executive session.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2021-061

President convenes executive session at 7:48 p.m.

President resumes open session at 9:13 p.m.

VI. Adjournment

Motion by Terry Parks, seconded by
Ben Myers, to adjourn the meeting.

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2021-062

President adjourns meeting at 9:14 p.m.

DATE _____

PRESIDENT _____ TREASURER _____

Upcoming Meeting

Meeting: Regular Board Meeting
Date/Time: April 12, 2021 – 6:00 p.m.
Location: East Elementary School

Eaton Community Schools JOB DESCRIPTION

<u>Title:</u>	Secretary – Assigned to the Directory of Student Services and School Psychology
<u>Reports to:</u>	Director of Student Services and School Psychology
<u>Employment Status:</u>	Full-time
<u>FLSA Status:</u>	Non-exempt

QUALIFICATIONS:

1. Hold a valid driver's license.
2. Be eighteen years of age or older.
3. High School Diploma or equivalent. College degree in a related field preferred.
4. Meets all mandated health requirements (e.g., a negative tuberculosis test, etc.)
5. Provides documented evidence of a clear criminal record.
6. Possess a regular and predictable attendance record, without tardiness.
7. Be willing to participate in a training programs as necessary.
8. Ability to perform job responsibilities with limited supervision.
9. Possess ability to work with students, parents, teachers, and administration positively and effectively.
10. Have ability to maintain a high level of ethical behavior and confidentiality related to information about students and families.
11. Background in assessment preferred.

GENERAL DESCRIPTION:

Support the student services department in providing gifted and special education services to help students achieve maximum benefit from the school district's educational programs and services.

ESSENTIAL FUNCTIONS:

The following skills and duties are representative of performance expectations.

A reasonable accommodation may be made to enable a qualified individual with a disability to perform essential functions.

1. Schedule meetings for evaluations and IEP team meetings.
2. Coordinate parent communication as part of evaluations & IEP meetings including phone calls, emails, and parent mailings. This includes initial parent meeting scheduling as well as follow up communication and mailing or emailing follow-up reports.
3. Review student records and prepare files for school psychologist to conduct evaluations.
4. Distribute reports.
5. Maintain district files both paper files and electronic ones.

6. Support the communication between the school psychologist and parents of students receiving special education services, teachers, special education coordinators and principals.
7. Assist the psychologist to ensure student files are current and maintained appropriately.
8. Communicates in an effective professional manner.
9. Maintains confidentiality.
10. Maintains accurate organized records.
11. Complies with the state model policies and procedures for the education of children with disabilities.
12. Coordinate and complete department requisitions, purchase orders, and invoices.
13. Serve as initial point of contact for preschool referrals including parent referrals and HelpMeGrow transitions and coordinate subsequent partnership meetings.
14. Maintain preschool health and special education records.
15. Maintain preschool licensure documentation including Step Up to Quality compliance review resources.
16. Accept and post tuition payments for preschool.
17. Maintain preschool attendance records.

OTHER DUTIES AND RESPONSIBILITIES:

1. Performs other duties as assigned by the Director of Student Services and School Psychology or Superintendent.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Board policies and procedures
- Special education requirements and regulations
- Gifted education requirements and regulations

Ability to:

- Maintains a professional demeanor and a positive work attitude.
- Displays enthusiasm for the school psychology program.
- Skillfully manages individual, group, and organizational interactions.
- Expresses ideas effectively using verbal, nonverbal, and writing skills.
- Intervenes to avert problem situations and resolve conflicts.
- Organizes and manages time effectively.
- Travels to meetings and work assignments.
- Maintains an acceptable attendance record and is punctual.
- Interpret policies, procedures, and regulations

Skill in:

- Computer, copier, and other office equipment as required
- Technical tasks with a need to occasionally upgrade in order to meet changing job conditions.

CONDUCT:

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

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

ADDITIONAL WORKING CONDITIONS:

- Occasional exposure to severe weather;
- Occasional exposure to loud noises;
- Interaction with disruptive and/or unruly children/adults;
- occupational hazards as documented on The Ohio Department of Health's Communicable Disease Chart, including the risk of head lice or bed bugs, blood, bodily fluids and tissue;
- Duties may require operating and/or riding in a vehicle, including traveling between building using own vehicle.
- Extended time using a computer terminal and keyboard;
- Considerable telephone contact and paperwork;
- Working under time constraints to meet deadlines;
- Working during the evenings and/or weekends.

TERM OF EMPLOYMENT:

Ten-month secretary – two hundred duty days plus eleven paid holidays.

PERFORMANCE EVALUATION:

Performance of this position will be evaluated by the Director of Student Services and School Psychology in accordance with Board of Education policies.

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

Superintendent or designee

Date

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

Employee

Date

Memorandum of Understanding Regarding Calamity Days for the 2020-2021 School Year

This Memorandum of Understanding is entered into by and between the Eaton Community Schools Board of Education (Board) and the Eaton School Support Personnel Association (Association) this _____ day of _____, 2021.

WHEREAS, the Board and Association have entered into a Collective Bargaining Agreement (CBA) which is effective from July 1, 2020 through June 30, 2021;

WHEREAS, the CBA addresses hours, wages, and terms and other conditions of employment;

WHEREAS, the CBA addresses calamity day procedures in Addendum C;

WHEREAS, due the number of calamity days already used for the 2020-2021 school, the parties' desire to have provide educational services now instead of making up time at the end of the school year.

NOW, THEREFORE, BE IT AGREED by and between the Board of Education and the Association, as follows:

1. For the 2020-2021 school year only, the parties agree to modify the language in Addendum C for days calamity days for Days 6-8 and Days 9 and beyond. The modified calamity language is set forth in **Attachment 1** to this Memorandum of Understanding.
2. This MOU is contingent upon the Eaton Board of Education utilizing remote learning days in lieu of making up days at some other time in the school calendar for the ninth (9th) calamity day and/or beyond.
3. This MOU shall expire on June 30, 2021, unless an extension is mutually agreed upon by both parties. This is a one-time agreement and does not set a precedent for any future circumstances of a similar nature. The parties agree the terms of this Memorandum of Understanding is not intended to form the basis of a past practice between or among the parties. By entering into this Memorandum of Understanding, the Board in no way relinquishes any management right and the Association does not waive any provisions of the CBA.
4. All other provisions of the CBA currently in effect between the parties hereto not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the CBA and no other agreements shall serve to alter the provisions of the CBA unless agreed to, in writing, between the parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the **EATON COMMUNITY SCHOOLS BOARD OF EDUCATION** and the **EATON SCHOOL SUPPORT PERSONNEL ASSOCIATION** have executed this Memorandum of Understanding on the date set forth opposite their names.

President, ESSPA

DATE

Superintendent

DATE

ATTACHMENT 1

	Classified employees who work less than twelve months (bus drivers, cooks, nine and ten-month secretaries, and aides).	Classified employees who work twelve months (bus mechanics, maintenance workers, custodians, and twelve-month secretaries).
Days 6-8	<p>Classified employees shall report to work.</p> <p>Employees who do not report to work shall:</p> <ul style="list-style-type: none"> • request a personal day, • make up the day at the end of the year, or • be docked. <p>The Superintendent may direct classified employees to stay home or clock out after they have reported to work (e.g., in case of a Level 3 Emergency declared by the county sheriff). In such cases, employees shall receive their regular daily pay.</p>	<p>Classified employees shall report to work.</p> <p>Employees who do not report to work shall:</p> <ul style="list-style-type: none"> • request a vacation day, • request a personal day, • be docked. <p>The Superintendent may direct classified employees to stay home or clock out after they have reported to work (e.g., in case of a Level 3 Emergency declared by the county sheriff). In such cases, employees shall receive their regular daily pay.</p> <p>Employees who have accrued additional vacation from working during the first five calamity days shall not lose any of those days as a result of the Superintendent's directive.</p> <p><u>**See 2020-2021 Proviso Below</u></p>
Days 9 and beyond	<p>Classified employees shall report to work.</p> <p>Employees who do not report to work shall:</p> <ul style="list-style-type: none"> • request a personal day, • make up the day at the end of the year, or • be docked. <p>The Superintendent may direct classified employees to stay home or clock out after they have reported to work (e.g., in case of a Level 3 Emergency declared by the county sheriff). In such cases, employees shall receive their regular daily pay.</p>	<p>Classified employees shall report to work.</p> <p>Employees who do not report to work shall:</p> <ul style="list-style-type: none"> • request a vacation day, • request a personal day, • be docked. <p>The Superintendent may direct classified employees to stay home or clock out after they have reported to work (e.g., in case of a Level 3 Emergency declared by the county sheriff). In such cases, employees shall receive their regular daily pay.</p> <p>Employees who have accrued additional vacation from working during the first five calamity days shall not lose any of those days as a result of the Superintendent's directive.</p> <p><u>**See 2020-2021 Proviso Below</u></p>

****2020-2021 Proviso:**

For 12-Month Classified Employees Only: Calamity Days 6-8 and Days 9 and Beyond

In the event the Superintendent directs all classified employees to stay home or clock out, but the Superintendent directs some classified employees to report to work or remain at work, these employees shall be compensated as follows:

- One-half or less day of work: employees shall be compensated for the number of hours worked and shall have one-half day of vacation day added to accrued vacation.
- More than one-half day of work: employees shall be compensated for the number of hours worked and shall have one day of vacation day added to accrued vacation.

For the 2020-2021 school year only, twelve-month employees called in to work on Day 6 and beyond can earn more than five additional vacation days.

4846-3503-9710v2

(2-22-21)

**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, four (4) 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 and snacks.
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 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.

9. Eaton Community Schools 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 **\$484,086.00** billed in equal installments four times per year.

This agreement will be in effect for one school year, commencing July 1, 2021 and ending June 30, 2022.

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

