

**Minutes
of the Executive Board
East Central Educational Service Center
March 10, 2023**

The Executive Board of the East Central Educational Service Center met on Friday, March 10, 2023, at 10:00 A.M., at the East Central Educational Service Center conference room.

**Executive Board
Present**

Executive Board members present were Dr. Matthew Hicks, Northeastern Wayne Schools; Ms. Tammy Chavis, Franklin County Community School Corporation; Dr. George Philhower, CSC of Eastern Hancock County; Mr. Tom Hunter, Greensburg Community Schools; Dr. Melissa Brisco, Alexandria Community School Corporation; Mr. Aaron Black, Randolph Eastern School Corporation; and Dr. Kyle Barrentine, Nettle Creek School Corporation.

**ECESC Staff
Present**

Present from the East Central ESC were Mrs. Katie Lash, Executive Director; Mr. Larry Williams, Technology Coordinator; Mrs. Mandi Isaacs, Instructional Specialist; Mrs. Jo Ann McCowan, Instructional Specialist; Mrs. Teresa Amick, Administrative Assistant/Treasurer; Mrs. Lindsey Lovern, Instructional Specialist; and Ms. Lori Ward, Instructional Specialist.

Guest

Dr. Matt Shoemaker, New Castle Community School Corporation

Call to Order

The meeting was called to order by Board President Dr. Hicks at 10:05 A.M.

Consent Agenda

A motion was made by Mr. Black, seconded by Dr. Philhower, to approve the Consent Agenda consisting of the Minutes of January 13, 2023, financial reports/claims dockets from January and February 2023. The motion carried unanimously.

Action Item

MOU with New Castle

A motion was made by Mr. Hunter, seconded by Ms. Chavis, to accept the MOU between New Castle CSC and East Central ESC (Attachment 1). The motion carried unanimously.

The MOU includes board participation of New Castle's Superintendent or designee. Mrs. Lash will confirm with the attorney on the best way to handle this board seat.

Program Director's Updates

Technology Coordinator (Larry Williams)

Mr. Williams reported on SpendBridge reports (spending for January-March of 2022 was \$102,967.20 and January-March of 2023 was \$125,087.80), current paper prices through Office Depot -\$38.30/case - CMP \$45.50/case with 40 case minimum for free shipping and handling fee, and CMP \$41.30/case/skid), school bus driver training (3 people enrolled in class), food service (Food Coop agreements forms have been sent out for new bid), inventory (provided a list of obsolete items), and Komputrol (updating to BSF Software in September).

Instructional Specialist (Mandi Isaacs)

Mrs. Isaacs reported on HB 1008 school updates (reimbursed 74% of allocated dollars and 55% of total dollars, two schools have not planned full use of dollars, processing data submitted by schools daily), HB 1008 partners update (Ball State, Bowen Center, IU East, and Ivy Tech), professional development (January-6 events plus 11 Affinity Groups had 209 educators, February-10 events plus 10 Affinity Groups had 308 educators), and High Ability RFP (waiting on contract with IDOE).

Instructional Specialist (Jo Ann McCowan)

Mrs. McCowan reported on HB 1008 school updates (reimbursed 90% of allocated funds and 6 schools have expended all dollars to date, data collection complete for 13 out of 15 schools), McKinney Vento updates (collected \$250,322.00 in service fees from IDOE for the period April 2022-February 2023, end of year report due May 1st with a plan/proposal for sustaining the Consortium), and EARN updates (participating schools: Alexandria-Monroe Jr/Sr High School, Union City Jr/Sr High School and Pendleton-Heights High School).

Instructional Specialist (Lindsey Lovern)

Mrs. Lovern reported on teacher share (registration is open for 2023-2024 with 16 courses committed with more to come), 3E Grant (districts moving forward with projects, invoices submitted per deliverable, next meeting is May 8th with presentation from Junior Achievement, developing community partnerships within each county), and career exploration (first draft of VR experience with businesses is up and

running, additional tours at 4 Ivy Tech campuses in our region, mobile experience activities have started to arrive).

Instructional Specialist (Lori Ward)

Ms. Ward reported on Stem/Lit (IDOE extended invitations for Cohort 2 of the Stem/Lit Cadres the week of February 20th, CELL will provide weekly updates to ESC Directors with Cohort 2 schools so they can get a feel of how many additional TSSs that will be needed, Cohort 1 schools will receive less support in year 2).

Executive Director (Katie Lash)

Mrs. Lash reported on the current fiscal position, Innovation Award, projects (HB 1008, McKinney-Vento, High Ability, EARN, fiscal agent for Education Strategy Group with IDOE, Well Rounded Course Access Framework/Teacher Share, 3E/ESII, Stem/Lit, Affordable Connectivity Outreach Grant Program with other ESCs, Career Coaching Legislation, Indiana Academic Standards Professional Learning: Development, Facilitation, Management, and Logistics), entity status, policy and handbook document update cost of \$5,000.00, and discussion of ECESC location and MOU.

A motion was made by Mr. Hunter, seconded by Dr. Philhower, to approve Director Lash having the flexibility to handle the entity status with the attorney. The motion passed unanimously.

Next Scheduled Meeting

The next scheduled meeting is Friday, May 12, 2023, at the East Central Educational Service Center. All member superintendents or their designee are welcome to attend.

Adjournment

A motion was made by Dr. Barrentine, seconded by Dr. Philhower, to adjourn the meeting. The meeting was adjourned at 11:58 A.M.

SEE ATTACHED SIGNATURE PAGE

SIGNATURE PAGE FOR MINUTES OF March 10, 2023

Dr. Matthew Hicks

Ms. Tammy Chavis

Dr. George Philhower

Mr. Tom Hunter

Dr. Melissa Brisco

Mr. Aaron Black

Dr. Kyle Barrentine

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NEW CASTLE COMMUNITY SCHOOL CORPORATION AND
EAST CENTRAL EDUCATIONAL SERVICE CENTER**

This Memorandum of Understanding ("MOU") entered into on the 13th day of March, 2023, by and between the New Castle Community School Corporation (hereinafter referred to as the "NCCSC" or the "School") and East Central Educational Service Center (hereinafter referred to as "ECESC") (collectively known as the "Parties") for the purpose of detailing the Parties intent to enter into certain agreements as further detailed herein.

I. OBJECTIVES

The Parties desire to enter into a joint services agreement in which they shall work together to accomplish the goals and objectives set forth throughout this MOU. The Parties endeavor to engage in a cooperative and coordinated effort for the repurposing of Sunnyside Elementary School into the Sunnyside Education Center.

II. NCCSC REPRESENTATIONS

The School hereby represents that:

A. The Board of School Trustees intends to convert Sunnyside Elementary School into the Sunnyside Education Center ("SEC"), the intended uses for which include, but are not limited to, adult basic education classrooms, IVY Tech classrooms, East Indiana Works Workforce Board classrooms, and RIASEC classrooms.

B. As part of the the SEC conversion, certain portions of SEC will be made available for ECESC as administrative offices and space(s) to host professional development seminars/group presentations for the forty-one (41) school corporations ECESC serves, and NCCSC will enter into joint services agreement with ECESC for this purpose.

III. ECESC REPRESENTATIONS

ECESC hereby represents that:

A. It is currently leasing space for its offices, but it intends to transition its administrative offices and professional development space to SEC.

B. It desires to enter into a partnership with the School through a joint services agreement to partner with the School for this purpose.

C. Through this partnership with NCCSC, ECESC will assist NCCSC in developing other partnerships with local businesses and educational vendors to advance the goals of the SEC.

D. Through the partnership with the NCCSC, ECESC will assist the School in attempting to obtain enhanced state and federal grant opportunities.

E. Through the partnership with the NCCSC, ECESC will provide the School expanded large contract purchasing support (Buses, Food Service, etc.).

F. It will offer professional development at SEC for all the school corporations its serves, including NCCSC.

G. The next vacancy on the NCCSC board will be filled by NCCSC, and the seat will remain with NCCSC for the duration of the joint services agreement, unless the NCCSC incumbent superintendent at the time of the drafting of this MOU leaves the role. Should the NCCSC incumbent superintendent leave the role prior to the expiration of the joint services agreement, the ECESC board will meet to determine whether continuation of the NCCSC board appointment is appropriate.

IV. CONFIDENTIALITY

To the extent permissible by law, the Parties hereto agree that each shall treat confidentially the terms and conditions of this MOU and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party hereto shall be used by any other party hereto solely for the purpose of rendering or obtaining services pursuant to this MOU or entering into the agreements described herein and, except as may be required in carrying out this MOU, shall not be disclosed to any third party without the prior consent of such providing party.

V. AMENDMENT OR TERMINATION OF THIS MEMORANDUM

A. This MOU may be amended or modified at any time in writing by mutual consent of both parties.

B. In addition, the MOU may be terminated by either party with ninety (90) days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, in which case a party may cancel this MOU by providing the breaching party with thirty (30) days' written notice of termination.

C. This MOU will also terminate immediately upon the execution of a joint services agreement by the parties on this matter, as any ongoing provisions of this MOU will be subsumed into the joint services agreement.

VII. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

VIII. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Indiana.

IX. ASSIGNMENT

Neither party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

X. MISCELLANEOUS

A. Each party shall perform this MOU in full compliance with any and all applicable federal, state and local laws, statutes, regulations, and/or ordinances.

B. This MOU contains the entire understanding of the parties and it supersedes and replaces any and all previous understandings, commitments, or agreements, oral and written, related to the terms set forth herein. There are no representations, warranties, covenants or understandings between the parties related to the subject matter hereof other than those expressly set forth in this MOU.

C. A waiver by either party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure. A waiver of any of the provisions of this MOU shall be effective only if made in writing and executed by both parties.

D. If any part, term or provision of this MOU shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government, having jurisdiction over this MOU, the validity of the remaining portions or provisions shall not be affected thereby.

E. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

F. Notices or communications herein required or permitted shall be given to the respective parties by certified mail (said notice being deemed given as the date of receipt) or by hand delivery at the following address:

New Castle Community School
Corporation
Attn: Superintendent
322 Elliott Avenue
New Castle, IN 47362

East Central Educational Service
Center
Attn: Executive Director
705 W. 21st Street
Connersville, IN 47331

G. This MOU and any amendments thereto shall be executed in duplicate copies on behalf of NCCSC and ECESC by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate and originals together constitute one and the same instrument.

H. Notwithstanding anything to the contrary contained herein, neither party shall be liable for any costs, damages, delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, pandemic, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

XI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of NCCSC and ECESC's authorized officials. It shall be in force from March 13, 2023, until terminated by either party.

NCCSC and ECESC indicate their agreement with this MOU by their signatures below.

New Castle Community School East Central Educational Service Center
Corporation

By: _____	By: _____
Superintendent	Executive Director
_____	_____
Printed Name	Printed Name