

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary School Cafeteria**  
**January 9, 2017**  
**6:00 p.m.**

**I. Opening of the Meeting**

**A. Call to Order** – President

**B. Roll Call** – President

R. Cooper \_\_\_ L. Noble \_\_\_ T. Parks \_\_\_ B. Pool \_\_\_ K. Shepherd \_\_\_

**C. Pledge of Allegiance**

**D. Recognition of Students**

The Eaton Board of Education and Administration wishes to recognize the FFA Parliamentary Procedure Team, and commend them on their outstanding representation of Eaton Schools.

Furthermore, the Board and Administration wishes to recognize and congratulate the Parliamentary Procedure Team members for placing first in the state competition;

Trent Broermann  
Andrew Brooks  
Henry Roy Davis  
Daphne Durham  
Katelyn Niehaus  
Blake Whitesell  
Cole Whitesell

Congratulations.

**E. Recognition of Visitors**

**F. Executive Session (if necessary)**

\_\_\_\_\_ invited to participate in executive session.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to convene executive session.

Cooper \_\_\_ Parks \_\_\_ Pool \_\_\_ Shepherd \_\_\_ Noble \_\_\_

President declares motion \_\_\_\_\_.

President convenes executive session at \_\_\_\_\_ p.m.

President resumes open session at \_\_\_\_\_ p.m.

**G. Other Opening Business**

**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 December 12, 2016 Regular Board Meeting.
2. Submission of Warrants.
3. Submission of Financial Report.
4. Submission of Investment Report.
5. The Preble County Auditor has exempted all school districts in Preble County from filing a budget report (reference ORC 5705.281). The Treasurer will present all required documents to the Auditor and the Preble County Budget commission for review in lieu of a budget report including the Eaton Community School District’s Five-Year Forecast, cash balances as of December 2016, and the debt schedule.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_

Discussion.

Cooper\_\_\_ Parks \_\_\_ Pool \_\_\_ Shepherd \_\_\_ Noble\_\_\_

President declares motion \_\_\_\_\_.

**III. Reports**

**A. Miami Valley Career Technology Center Report – Terry Parks**

**B. Parks and Recreation Board Report – Keith Shepherd**

**C. Other Reports – Derek Flatter, Middle School Principal**

**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 B 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. Retirement**

The Administration recommends approval of the following retirement.

1. Richard Renner, Bus Driver, resignation for the purpose of retirement, effective February 28, 2017.

#### **B. Employment – Certificated Staff Supplemental Contracts**

The Administration recommends the following supplemental contracts for the 2016-2017 school year, or as noted. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Jennifer Couch, Reserve Softball Coach
2. Emily Dumler, 3<sup>rd</sup> Grade Level Leader (1/2 Stipend), retroactive to January 3, 2016.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_

Discussion.

Cooper\_\_\_ Parks \_\_\_ Pool \_\_\_ Shepherd \_\_\_ Noble\_\_\_

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 C through J 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.

**C. Approval of 2017-2018 School Calendar**

The Administration recommends approval of the 2017-2018 school calendar (Attachment A).

**D. Agreement with Battelle for Kids**

The Administration recommends approval of the 2017 Battelle for Kids Data Service Agreement to process vendor assessments through the Northwest Evaluation Association (MAP) to provide teacher value-added reports for grades 1-3 (Attachment B).

**E. Agreement with Preble County T.A.S.C.**

The Administration recommends approval of an agreement with the Preble County Board of County Commissioners on behalf of the Preble County T.A.S.C. for the Provision of Urinalysis Services (Attachment C).

**F. Agreement with the Preble County General Health District**

The Administration recommends approval of the contract with the Preble County General Health District to provide immunization services through December 31, 2017. Services performed by the Preble County Health District include Hepatitis B Immunization at a rate of \$47.00 per dose, Administration fee 1<sup>st</sup> vaccine at \$23 per visit, and TB Skin Test at \$10.00 per test.

**G. Agreement with Hydro Phase Services, LLC**

The Administration recommends approval of the agreement with Hydro Phase Services, LLC, to provide water treatment materials and service to all HVAC systems within the district and Wellness Complex. Services will run from January 5, 2017 thru June 30, 2017 and July 1, 2017 thru June 30, 2018, at a cost of \$850.00 per contract period.

**H. Out-of-State Trips**

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

1. Third grade students and staff to Richmond 40 Bowl, Richmond, Indiana, May 11, 2017.
2. Fourth grade students and staff to Richmond 40 Bowl, Richmond, Indiana, May 10, 2017.
3. 5<sup>th</sup> grade students and staff to Richmond 40 Bowl, Richmond, Indiana, May 9, 2017.

**I. Obsolete Items List**

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

1. 1 football locker room scale, tag number 05552, Eaton High School Athletic Department.
2. 20 miscellaneous books with no monetary value to the district, Bruce Elementary Literacy Room.
3. 21 encyclopedias with no monetary value to the district, Bruce Elementary Library and Classrooms.

**J. Donations**

The Administration recommends acceptance of the following donations:

1. From various anonymous donors to East Elementary to purchase items for families in need.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_

Discussion.

Cooper\_\_\_ Parks \_\_\_ Pool \_\_\_ Shepherd \_\_\_ Noble\_\_\_

President declares motion \_\_\_\_\_.

**K. Executive Session**

To prepare for negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

To consider the employment of a public employee or official.

\_\_\_\_\_ invited to participate in executive session.

Motion by \_\_\_\_\_, seconded by

\_\_\_\_\_ to convene executive session.

Cooper\_\_\_ Parks \_\_\_ Pool \_\_\_ Shepherd \_\_\_ Noble\_\_\_

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

Cooper\_\_\_ Parks \_\_\_ Pool \_\_\_ Shepherd \_\_\_ Noble\_\_\_

President declares motion \_\_\_\_\_.

President adjourns meeting at \_\_\_\_\_ p.m.

### Upcoming Board Meeting

#### Regular Meeting

Monday, February 13, 2017 – 6:00 p.m.

Hollingsworth East Elementary

## Eaton Community Schools 2017-2018 School Calendar

Draft

**Summary of Hours in Classroom:**

The State minimum instructional hours are 1001 for High School programs and 910 for Elementary programs.

East Elementary/Bruce Elementary..... 1,050 hours  
Middle School/High School ..... 1,093.75 hours

**Summary of Hours in Classroom  
(Elementary @ 6 hours/day):**

**Grading Periods**

1<sup>st</sup> Quarter August 16 – October 13 = 240 hours  
2<sup>nd</sup> Quarter October 16 – December 20 = 264 hours  
3<sup>rd</sup> Quarter January 3 – March 9 = 264 hours  
4<sup>th</sup> Quarter March 12 – May 24 = 282 hours

**Summary of Hours in Classroom  
(MS & HS @ 6.25 hours/day):**

**Grading Periods**

1<sup>st</sup> Quarter August 16 – October 13 = 250 hours  
2<sup>nd</sup> Quarter October 16 – December 20 = 275 hours  
3<sup>rd</sup> Quarter January 3 – March 9 = 275 hours  
4<sup>th</sup> Quarter March 12 – May 24 = 293.75 hours

Teacher Work Days: August 14 & 15, May 25

**CALENDAR LEGEND**

Start/End Days	
End of Quarter	
P/T Conferences	
Conference Make Up	
Prof. Development	
Vacation Day/Holiday	
Interim/Grades Issued	

**NON-STUDENT DAYS**

Labor Day	(9/4)
Columbus Day	(10/9)
Staff Prof. Dev.	(10/10)
Veterans Day/Conf. Make Up	(11/10)
Thanksgiving Break	(11/22-11/24)
Winter Break	(12/21-1/2)
MLK Jr. Day	(1/15)
<b>Staff Prof. Dev.</b>	<b>(1/16)*</b>
<b>Conf. Make-up</b>	<b>(2/9)*</b>
President's Day	(2/19)
<b>Staff Prof. Dev.</b>	<b>(3/29)*</b>
Good Friday	(3/30)
Spring Break	(4/2-4/6)
Memorial Day	(5/28)

**Calamity Days**

To Be Determined

Date	Events
<b>2017</b>	
Aug. 14	First Day for Teacher
Aug. 15	Staff PD/Open House
Aug. 16	First Day for Students
Sept. 4	No School - Labor Day
Sept. 15	Interim Reports Issued
Oct. 9	No School – Columbus Day
Oct. 10	No School for Students– Staff Prof. Dev. Day
Oct. 13	End of 1 <sup>st</sup> Quarter
Oct. 20	Grade Cards Issued
Nov. 9	Parent/Teacher Conferences
Nov. 10	No School- Veteran's Day – Conference make up day
Nov. 17	Interim Reports Issued
Nov. 22-24	No School – Thanksgiving Break
Dec. 20	End of Second Quarter/First Semester
Dec. 21-Jan. 2	No School – Winter Break
<b>2018</b>	
Jan. 1	New Year's Day
Jan. 3	Classes Resume
Jan. 5	Grade Cards Issued
Jan. 15	No School – Martin Luther King Jr.
Jan. 16	Staff Prof. Dev. Day –No School for Students
Feb. 2	Interim Reports Issued
Feb. 8	Parent/Teacher Conferences
Feb. 9	No School – Conference Make-up
Feb. 19	No School – President's Day
March 9	End of Third Quarter
March 16	Grade Cards Issued
March 29	Staff Prof. Dev. Day – No School for Students
March 30	No School - Good Friday
April 2-6	No School – Spring Break
April 20	Interim Reports Issued
May 24	Last Day for Students
May 24	End of 4 <sup>th</sup> Quarter/2 <sup>nd</sup> Semester
May 25	Last Day for Staff
May 28	Memorial Day
June 1	Grade Cards Issued
TBD	Graduation

August				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
September				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
October				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
November				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
December				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
January				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
February				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		
March				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
April				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
May				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

## **2017 Battelle for Kids Data Services Agreement** Approved Vendor Testing for Value-Added Reporting

This Data Service Agreement ("Agreement") is between Battelle for Kids, located at 1160 Dublin Road, Suite 500, Columbus, Ohio, 43215 ("BFK") and **Eaton Community City (043935)** located at **306 Eaton Lewisburg Rd, Eaton, OHIO 45320** ("LEA") effective this February 1, 2017 ("Effective Date").

**Whereas**, the Local Education Agency ("LEA") seeks to partner with Battelle for Kids for approved vendor value-added services through participation through one or more of the following Approved Vendors for Value-Added; ACT Inc., Data Recognition Corporation/CTB, Northwest Evaluation Association (NWEA), Renaissance Learning; and

**Whereas**, the parties hereto desire to set forth the terms of the Data Services Agreement.

**Now, Therefore**, in consideration of the agreements and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **Agreement**

1. The LEA will:

- a. Provide BFK with all required data, as defined in Section 8, within the deadlines requested by BFK;
- b. Grant BFK a perpetual, non-exclusive, non-transferable, royalty-free license to use the LEA's data, as defined in Section 8, and Personally Identifiable Information, as defined in Section 7 for educational research and evaluation; and
- c. Provide BFK with student performance test data, when available, data files necessary for linking teachers to students, as well as requested data necessary for the value-added analysis;
- d. Administer the student tests within the designated administration windows that the approved vendor / BFK / SAS Institute, Inc. ("SAS") require for reporting purposes; this includes administering Ohio's spring state Reading/ELA test at grade 3; and
- e. Cooperate with BFK in the teacher/student roster verification process.

2. BFK will:

- a. Work with the LEA and the approved vendors to collect and transfer data to SAS EVAAS for the purposes of the value-added analysis.
- b. Coordinate and communicate the teacher/student roster verification process.
- c. Provide the LEA with phone and e-mail user support during the completion of roster verification and while interpreting and using value-added reporting; and
- d. When available from SAS, BFK shall provide access to school- and teacher-level value-added reports in the grades/subjects requested on the value-added order form and tested, with sufficient data provided, to the LEA.

3. **Fees.** BFK shall provide the LEA with data analysis and collaboration services at the participation cost of \$6.25 per student, the scope of which will be outlined in the value-added order form. The total fee for participation is based on ADM (number of students) in the LEA at the grade level tested to support the requested reports (grades K-8), pulled from the most recent data publically available from the Ohio Department of Education (ODE). The total fee for ACT QualityCore at the high school level is based upon the



number of tested students in the LEA at the course level. This fee will be based on LEA's request for reports on the value-added order form, regardless of reporting or testing changes made throughout the year. This fee is for participation in the BFK Approved Vendor Value-Added Services, which includes SAS EVAAS fees, and is directly related to the scope of work declared, not based on the percent of students included in analysis, or SAS EVAAS reports which can be produced. BFK shall charge fees to the LEA for additional training programs, tools and other goods and services that the LEA requests and agrees to pay.

The LEA shall pay the non-refundable participation cost in June 2017 based upon the submittal to BFK of this agreement.

4. SAS. BFK shall deliver LEA's student performance test data to SAS Institute Inc. ("SAS"), with whom BFK shall contract to perform value-added analyses of the test data. Internet-accessible value-added reports shall be provided by SAS. The LEA may separately contract with SAS for goods and services not provided under this Agreement.

5. Acceptance of Analysis. BFK shall deliver to the LEA the agreed upon value-added reports for the grades in which appropriate, sufficient testing data was provided and for which SAS can produce reliable analysis. The reports shall be deemed accepted by the LEA unless notice is received within thirty (30) days of delivery. The LEA shall give BFK written notice of any errors or omissions in student data. Where possible, BFK will remedy the unacceptable aspects of the reports within thirty (30) days of receipt of the LEA's notice. If more than 30 days are needed to remedy the unacceptable aspects of the reports, BFK shall so notify LEA and provide an estimate of when the remedy will be completed.

6. Intellectual Property Rights. SAS shall retain intellectual property rights in its analyses and reports of LEA's student performance test data. All use of reports by the LEA shall be limited to the purposed identified herein. LEA agrees to not, and shall not permit any Staff to modify any report without the express written permission of BFK/SAS. BFK shall retain intellectual property rights in all training programs, tools and other goods and services provided by BFK to the LEA under this Agreement.

7. Student Privacy. All parties acknowledge that achieving the purposes of this Agreement may require the LEA to make available to BFK and SAS student performance test data and other information accompanied by identifiers that make an individual student's identity easily traceable ("Personally Identifiable Information"). All parties, in performing their respective obligations under this Agreement, shall use their best efforts to protect the confidentiality of Personally Identifiable Student Information to the extent required by the Family Educational Rights and Privacy Act ("FERPA") and/or O.R.C. Section 3319.321. The parties intend that, with regard to Personally Identifiable Information, this Agreement falls within the FERPA exception for contractors performing institutional services. BFK will be under the direct control of the LEA and subject to the same requirements on use and redisclosure of Personally Identifiable Information as the LEA. BFK shall disclose Personally Identifiable Information only to parties with legitimate educational interests as determined by the LEA.

BFK follows recommendations of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-100, "Information Security Handbook: A Guide for Managers," and NIST SP 800-53, "Recommended Security Controls for Federal Information Systems" to mitigate the risk of unauthorized access and disclosure and means for responding in the event of a data breach and other unauthorized disclosure of Personally Identifiable Information from BFK's possession.

8. Release of Information. The LEA will:

a. Provide BFK, school, teacher, class and student information data required for class roster verification purposes, including:

i. Student demographics including State Student IDs, student standings, student attributes, student courses, student enrollments, student gifted and special education, staff demographics, staff employment, staff course master data, and district and building demographics;

ii. These data files may be provided to BFK either directly from the LEA or through an ITC. In the latter case, the LEA will make sure all authorizations and agreements are in place for BFK to receive the data from the ITC.

iii. Current year administered State testing pre-ID files and student performance test data for all grades and subject areas available, and for new districts in our partnership, two prior years of student performance test data may be required for certain SAS EVAAS models (URM); and

b. Authorize BFK to use EMIS (Educational Management Information Systems) and/or SIS (Student Information System) data provided to BFK by the LEA, ITC or ODE, required for class roster verification purposes, including student demographics, student standings, student attributes, student courses, student enrollments, student gifted and special education, staff demographics, staff employment, staff course master data, and district and building demographics;

c. Authorize BFK to complete student matching processes in the case that student records are provided by the LEA, test vendor, ITC or ODE without State Student IDs.

d. Where LEA is using approved vendors for value-added, based on scope in the value-added order form, grant BFK permission to obtain the following information from Data Recognition Corporation/CTB, , NWEA, and Renaissance Learning:

i. Pre-ID or student label files for the current school year

ii. Current year student performance test data for all grades and subject areas available; and

iii. Historical testing for up to five (5) years for all grades and subject areas required for the reliable analysis and reporting of SAS EVAAS reports.

e. Where LEA is using the ACT QualityCore for value-added, based on scope in the value-added order form, provide BFK the following information or grant BFK permission to obtain the following information from ACT, Inc: school- and student-level end-of-course and college entrance data to BFK for the sole use of value-added calculations, summary reporting and for inclusion into BFK's data warehouse for the purpose of monitoring the effectiveness of this project and all other research purposes. The stated ACT data will not be released to BFK for any reason other than that stated above.

f. Where LEA is using the ACT QualityCore for value-added, based on scope in the value-added order form, authorize ACT, Inc. to release confidential student records and aggregate reports, which may include, but will not be limited to, student scores, student profile information and other demographic and Personally Identifiable Information, for students enrolled at the LEA during this and previous academic years (up to 5 years) to Battelle for Kids for the limited purpose of the LEA's participation in BFK Approved Vendor Value-Added Services. The LEA expressly waives any data use restrictions set forth in any agreement with ACT, Inc. for the limited purpose of the LEA's participation in the project. If a contract modification or amendment is required to effectuate the LEA's waiver of the contract requirements discussed above, then this contract shall serve that express purpose. Further, the LEA releases ACT, Inc. and its agents from any and all claims and liabilities which may be based upon or arise in connection to the data and reports released pursuant to this contract. By participating in this project, the LEA may receive requests to release additional data for analysis and research purposes only. The LEA agrees to make reasonable attempts to fulfill such requests.

g. Permit BFK to provide the EMIS and student performance test data as detailed in this Section to a third party authorized by a department of the State of Ohio for analysis and research purposes only. BFK shall not use or disclose Personally Identifiable Information except:

i. As is necessary to fulfill its obligations to LEA,

ii. As required by law,

iii. As otherwise authorized in writing by LEA (collectively, the "Permitted Uses"). In order to fulfill its obligations under this Agreement, LEA hereby consents to BFK's redisclosure of Personally Identifiable Information to the value added provider designated by the Ohio Department of Education. The redisclosure is under FERPA exception. The LEA agrees to record the redisclosure upon receipt from BFK's notice that redisclosure has been made.

9. Disclaimer of Warranties. BFK disclaims all warranties, express or implied, regarding the analyses, programs, tools and other goods and services provided under this Agreement, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non- infringement and those

arising by statute or otherwise in law or from a course of dealing. BFK shall not be liable to the LEA for any special, consequential, incidental, indirect, reliance or exemplary damages, either in contract or tort, whether or not the possibility of such damages was disclosed to BFK or could have been reasonably foreseen by BFK. In no event shall BFK's liability for damages of any kind, including direct and indirect damages, exceed the amount that the LEA paid for the services or reports at issue. The LEA acknowledges this limitation of liability is reasonable in light of the LEA's ability to limit its exposure to damages through involvement in the services provided by BFK and by reviewing reports delivered by BFK. The LEA bears full responsibility to third parties for use of the reports.

10. Indemnification. Subject to any limitation of a controlling statute or law, the LEA shall indemnify, hold harmless and defend BFK from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by BFK that arise as a result of the LEA's breach of this Agreement.

11. Term and Termination. This Agreement shall have a term of twelve months, and automatically terminate upon the End Date. Prior to the End Date, either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within ten (10) days of written notice specifying the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate on further written notice specifying the date of termination. Either party may immediately terminate this Agreement if the other makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or seeks or consents to any reorganization or similar relief under any present or future bankruptcy act or similar law, or is adjudicated bankrupt or insolvent, or if a third party commences any bankruptcy, insolvency, reorganization or similar proceeding involving the other. Upon termination, the LEA shall pay all costs accrued by BFK to date of termination, including any non-cancelable obligations (such as data submission to SAS), and 25% of the total due for data processing.

12. Miscellaneous.

a. This Agreement represents the entire understanding between the parties with respect to its subject matter and no amendment of the Agreement shall be effective unless contained in writing and signed on behalf of the non-requesting party,

b. This Agreement shall be governed by Ohio law without regard to conflict of law principles.

c. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of the Agreement shall remain effective, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision that fulfills the intent of the parties.

d. Neither party shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Agreement to the extent that such delay or failure is caused by Force Majeure. As used in this Agreement, Force Majeure means acts of God, acts of terrorism, acts of the State and any governmental entity in its sovereign or contractual capacity, power outages, fires, floods, epidemics, strikes, and/or other labor disputes.

e. Each party represents and warrants that it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement have been authorized by all necessary actions.

**Agreement  
Between  
Preble County Board of County Commissioners  
On Behalf of the Preble County TASC  
And  
Eaton City Schools  
For the Provision of Urinalysis Services**

**ARTICLE 1: PARTIES AND TERM OF CONTRACT**

- 1.01 This Agreement is entered into by and between the Preble County Board of County Commissioners on behalf of Preble County TASC, (hereinafter “TASC”), 101 East Main Street, Courthouse, 1<sup>st</sup> Floor, Eaton, Ohio 45320 and Eaton Community City Schools, 306 Eaton Lewisburg Road, Eaton, Ohio 45320 (hereinafter “School”). This Agreement will become effective on February 10, 2017 and will continue in effect for 2 year(s) from such date.

**ARTICLE 2: SERVICES TO BE PERFORMED BY TASC**

- 2.01 TASC agrees to provide urinalysis testing services as outlined in “Attachment A”
- 2.02 TASC will determine the method, scheduling, details, manner and means of performing the above described services.

**ARTICLE 3: COMPENSATION**

- 3.01 Contractor shall be compensated as outlined in “Attachment A”.

**ARTICLE 4: INDEMNIFICATION**

- 4.01 The School shall indemnify, defend and hold harmless TASC, as well as the County, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of personal injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the School, any subcontractor, any person directly or indirectly employed by any of them, or any person for whose acts or omissions any of them may be liable. This indemnification does not,

however, extend to any act of negligence or omission by TASC and their respective employees, representatives and agents.

#### **ARTICLE 5: TERMINATION OF CONTRACT**

- 5.01 Should TASC at any time fail, neglect or refuse in any respect to prosecute the work with promptness and diligence or fail to perform any of its obligations under this Agreement, the School may immediately terminate this Agreement and provide for the completion of said work to the specifications herein, and to that end the School shall have full power and authority to contract elsewhere for the completion of the work under this Agreement.
- 5.02 The initial term of this Agreement is for 2 year(s) from the date on which this Agreement becomes effective pursuant to paragraph 1.01 above.
- 5.03 Either party may terminate this Agreement for any reason upon the giving of thirty (30) days notice to the other party of the decision to terminate.

#### **ARTICLE 6: GENERAL PROVISIONS**

- 6.01 Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the hiring of TASC by the School, and contains all of the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. This Agreement includes all documents, specifications and/or attachments incorporated herein by reference. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.
- 6.02 Modifications: Any modification of this Agreement will be effective only if it is in writing and signed by representatives of the parties herein named.
- 6.03 Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time be deemed a waiver or relinquishment of that right or power for all or any other times.
- 6.04 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

- 6.05 No Third Party Beneficiaries: Nothing in this Agreement is intended and shall not be interpreted as creating any right or remedy for any person or entity not a party to this Agreement.
- 6.06 Governing Law: This Agreement shall be governed by the laws of the State of Ohio. Any legal actions needed to interpret the rights and obligations of the parties under this Agreement shall be commenced in and decided by the Court located in Preble County, Ohio, having jurisdiction over the subject matter of the claim.
- 6.07 Paragraph/Section Headings: The use of paragraph/section headings in this Agreement are for the convenience of the parties and such headings shall not affect the interpretation of the terms included thereunder.

Urinalysis Collection / Testing and Pricing  
Eaton City Schools

Attachment A

**Standard 8 Panel Screen**

Beginning of season on-site group testing                      \$10.00 per urine sample collected

Random on-site testing    \$12.50 per urine sample collected

Minimum of 20 samples to be collected per visit

8 Panel Screen tests for: Amphetamines, Opiates, Barbiturates, Cocaine, Benzodiazepines, Alcohol, Marijuana, and Creatinine level.

**Standard 8 Panel Screen with Extended Alcohol Screen**

Beginning of season on-site group testing                      \$30.00 per urine sample collected

Random on-site testing    \$35.00 per urine sample collected

Minimum of 20 samples to be collected per visit

This screen includes the above Standard 8 Panel and includes an additional alcohol screen to detect prior use for up to 80-hours. Standard 8 Panel test will only detect alcohol use for a 24-hour period.

On-site testing includes : A) 1 male and 1 female staff for collection of urine samples. (Specimens will not be witnessed, per schools request); B) Processing of all paperwork / chain of custody forms; C) Urine results delivered to School Nurse / Administration per School's protocol.

Steroid testing is an additional \$60.00 per test and is available upon request.

No urinalysis results will be disclosed to any student, parent, court, or other school staff.