

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
October 2, 2017
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.

R. Cooper Present L. Noble Present T. Parks Present

B. Pool Absent K. Shepherd Present

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

D. Recognition of Visitors – None.

E. Executive Session

To discuss the employment of a public official or employee.

Dr. Curry, Rachel Tait, Scott Couch, Kip Powell, Barbara Hipsher, Brenda McCloud, and Alex Prater were invited to participate in executive session.

Motion by Mr. Shepherd, seconded by Mr. Cooper to convene executive session.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed.

#1718-016

President convenes executive session at 6:01 p.m.

President resumes open session at 6:36 p.m.

F. Other Opening Business

1. President Noble addressed the Board regarding the \$104,000.00 donation from the estate of Rosemond Murphy. Mrs. Noble said, "During the last Board of Education meeting we received a generous donation in the amount of \$104,000.00 from the estate of Rosemond Murphy. We are honored that Rosemond Murphy named the Eaton Community School District in her will. Her generosity will touch the lives of our students in years to come."

The Board had a discussion about continuing the Athletic Complex master plan and earmarking the donation toward tennis courts. There was a consensus of the Board to earmark the donation toward tennis courts.

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 items A and 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. The Treasurer recommends approval of the following:

1. Approve minutes of the September 11, 2017 Regular Board Meeting.
2. Approve Five Year Forecast for FY18.
3. Approve transfer of \$12,500.00 from 001-9414 to 003-9903.
4. Approve transfer of \$31,000.00 from 001-9414 to 003-9904 Field Improvements.
5. Approve transfer from 001-0000 General Fund to 001-9164 HB#264 QSCB \$135,000.00 principal and \$119,000.00 interest total \$254,000.00.
6. Approve amending Resolution 1415-187 – Ratification of the Southwestern Ohio Educational Purchasing Council Natural Gas Sales Agreement to be extended through June 2020.

B. Approval to Change the Plan Year for Insurance Purposes

WHEREAS, Eaton Community Schools currently participates in an Anthem plan through Preble County Schools Regional Council of Governments; and

WHEREAS, the current plan has an operational year of September 1 through August 31; and

WHEREAS, Eaton Community Schools has renewed with Anthem for one month and will transition its group health plan to the Southwestern Ohio Educational Purchasing Council (EPC) effective October 1, 2017; and

WHEREAS, the EPC has a plan operational year of October 1 through September 30,

BE IT THEREFORE RESOLVED AND HEREBY ADOPTED that Eaton Community Schools will have a short operational year for purposes of the group health plan from September 1 through September 30, 2017 and will run future plan operational years from October 1 through September 30 ongoing unless otherwise adopted.

Motion by Mr. Parks, seconded by Mr. Shepherd

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed.

#1718-017

III. Reports

- A. **Miami Valley Career Technology Center Report** – Mr. Parks said MVCTC will be hosting a meeting sharing what employment needs are in the community.
- B. **Parks and Recreation Board Report** – Mr. Shepherd said the tank was placed at Fort St. Clair.
- C. **Superintendent's Report** – Dr. Curry said the District Report Card was recently issued. Dr. Curry shared a letter that recognized the District as a Top 20 District in the State of Ohio in Value Added. Dr. Curry also shared a Graduation Flowchart for 2018.
- 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 H 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**

The Administration recommends approval of the following resignations and retirement.

1. Carla Kirsch, Budget Clerk, resignation effective October 11, 2017, contingent upon employment as Central Office Secretary assigned to the Superintendent.

B. Salary Schedule for Exempt Employees

The Administration recommends approval of the Salary Schedule for Exempt Employees and Non-Bargaining Classified Staff as presented, effective immediately.

C. Employment – Exempt Classified

The Administration recommends the employment of the following exempt classified employees for the 2017-2018 school year. Employment contingent upon certification (where applicable, criminal record check, and all other state and local requirements. Salary per Exempt Salary Schedule.

1. Carla Kirsch, Central Office Secretary Assigned to the Superintendent, effective October 11, 2017.
2. Barbara Hipsher, Budget Clerk, effective October 16, 2017.

D. 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. Brenda McCloud, Educational Aide

E. Employment – Event Supervisor

The Administration recommends employment of the following individuals as Event Supervisors to assist with the supervision of after school events occurring at the Eaton Performing Arts Center.

1. Sarah Clabaugh
2. Darlene Stuart

F. Employment – Non-Certificated Staff

The following positions have 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 the following nominee on one-year limited contract for the 2017-2018 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. Patrick Flanagan, 7th Grade Boys Basketball
2. Alex Prater, Varsity Boys Basketball, retroactive to September 21, 2017
3. Clay Young, Freshman Boys Basketball

G. Employment – Certificated Staff – Substitute Teachers/Tutors as Certified by the Preble County Educational Service Center

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2017-2018 school year, as certified by the Preble County Educational Service Center.

1. Suzanne Gee
2. Sarah Peterson

H. 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. Donna Deaton, Substitute Health Aide - RN
2. Robert Klinger, Substitute Custodian
3. Rachel Bailey, Substitute Custodian

Motion by Mr. Shepherd, seconded by Mr. Cooper

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed.

#1718-018

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 I through M 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.

I. Board Policy Updates

The Administration recommends the first reading of the following board policies.

1. Bylaws 0150 (0157) – Appointment to Joint vocational School District Board
2. 2430 – District Sponsored Clubs and Activities
3. 2430.02 Participation of Community/STEM School Students in Extra Curricular Activities
4. 2431 – Interscholastic Athletics
5. 2461 – Recording of District Meetings Involving Students and/or Parents
6. 2623 – Student Assessment and Academic Intervention Services
7. 3120.08 – Employment of Personnel for Co-Curricular/Extra-Curricular Activities
8. 3217 – Weapons (Professional Staff)
9. 3220 – Standards Based Teacher Evaluation
10. 4217 – Weapons (Classified Staff)
11. 5111 – Eligibility of Resident/Nonresident Students
12. 5111.01 – Homeless Students
13. 5111.03 – Children and Youth in Foster Care
14. 5200 – Attendance
15. 5410 – Promotion, Academic Acceleration, Placement, and Retention
16. 5460 – Graduation
17. 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion
18. 5630.01 – Positive Behavior Intervention and Supports and Limited Use of Restraint and Seclusion
19. 6320 – Purchases
20. 6423 – Use of Credit Cards
21. 6700 – Standards – Fair Labor Standards Act (FLSA)
22. 7217 – Weapons (Property)
23. 8210 – School Calendar
24. 8300 – Continuity of Organizational Operations Plan
25. 8305 – Information Security
26. 8310 – Public Records
27. 8320 – Personnel Files
28. 8330 – Student Records
29. 8340 – Letters of Reference
30. 8452 – Automated External Defibrillators (AED)
31. 8500 – Food Service
32. 8510 – Wellness
33. 9270 – Equivalent Education Outside the Schools & Participation in Extra-Curricular for Students

J. Amend 2017 Graduation List

The Administration recommends approval to amend the list of graduates for the class of 2017 (Attachment A).

K. Agreement with Wright State University

The Administration recommends approval of the agreement with Wright State University for field experience and education in Athletic Training (Attachment B)

L. Obsolete Items List

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

1. 1 six foot step ladder, tag number 04526, maintenance department.
2. 2 six foot step ladders, maintenance department.
3. Scantron machine, tag number 10524, Eaton High School.
4. 53 library books, Bruce Elementary.

M. Donation

The Administration recommends acceptance of the following donation.

1. From Nicholas Griffiths, monetary donation in memory of Dick Cooper, to the Boys Basketball Team.
2. From Preble County Retired Teacher, miscellaneous school supplies to Bruce Elementary for student needs.

Motion by Mr. Cooper, seconded by Mr. Shepherd

Discussion – Mrs. Noble said the donations are greatly appreciated

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed . **#1718-019**

II. Adjournment

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

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed . **#1718-020**

President adjourns meeting at 7:09 p.m.

DATE _____

PRESIDENT _____

TREASURER _____

Upcoming Board Meetings

Regular Meeting

Monday, November 6, 2017 – 6:00 p.m.

Hollingsworth East Elementary

2017 Graduation List

SHELBY MAY ABNER	DARRION JAMES FLACK	MARIYAH GABBRIELLA-LYNN
ABIGAIL ELIZABETH ADKINS	ALEXIS ELAINA JANE FINFROCK	MCKELVIN
KIRSTEN NICOLE ALEXANDER	JACOB LANE FORD	RICHARD ALLEN MCKENZIE-BEAN
JAMES ROBERT ARHOOD	RYAN CLAY FRITTS	EMMA LYNN MCKINNEY
MIKE ARYS	CODY JAYDEN FRIZZELL	KEVIN J MELLING JR.
NICO ARYS	SETH RAYMOND GARD	GRACE LAUREN MILLER
JOSHUA RAY ATKINS	BRANDEN ALLEN GIFFEN	SAVANNAH ELAINE MILLER
ALECIA PAIGE BAKER	CONNOR THOMAS GOWANNY	BRANDON MOHAMED
MEGAN KATHRYN CLAIRE BARKER	WILLIAM ALEXANDER GORBY	BRADEN ROBERT MOLES
STEVEN WESTON BENNETT	REBECCA LYNN GRAVENING	DAVID EDWARD MONTINE
ZACHARY TYLER BERGEN	COLTON ALEXANDER ROBERT GRAY	CODY ALEXANDER MOORE
HALEY ANN ELIZABETH BERRY	SAMANTHA CARYLYNN GRAY-CLINARD	SARAH ELIZABETH MOORE
JACKSON DAVID BIEKER	PAUL FRANKLIN GREGORY III	DANIELLE MARIE NEWPORT
IZABELLE PEYTON BLACK	MATHEW REX HALL	DONALD RAY NICODEMUS
ALEXIS NICOLE BLAICH	DAWSON WILLIAM HARRIS	BROOKE LEEANN NOBLE
ALLIE TREVELLA MICHELLE BOLDEN	DYLAN ANDREW KALIES HAUSER	LYDIA SNGMIN NOH
MICHAEL JOSEPH BOWERS	ZACHARY DAVID HAWLEY	DALTON TRAVIS NOLAND
LEWIS MICHAEL BOWSER	BRANDON CLINTON HAYNES	BRITTANY MARIE OLSEN
CARLOS WILLIAM BRADLEY	ABEILLE ALMIZANNOV HERMAN	SARAH ANN PARKER
NICHOLAS WHITNEY BUCKINGHAM	NOAH CHARLES HERZOG	TIMOTHY PETER PARKINSON
ASHLEY MICHELLE BULACH	JACOB THOMAS HICKMAN	TODD ANDREW PIEKUTOWSKI
DELANEY RAYNE BURTON	MARISSA AMBER HOLLEY	TREVOR PARK PITTMAN
BRIANNA LEE CAMPBELL	WHITNEY DIYANDRE HOLMES	DAMIEN LUKE POWELL
ALLISON BROOKE CAVE	DANIEL PAUL HOWARD	DUSTIN BRADLEY POWELL
EMILY KAY CAVE	JACOB MICHAEL HUBBARD	AUSTIN LANE PUCKETT
SUSAN LOUISE CLAGGETT	ALEXIS JADE HUGHES	DAMIEN EUGENE PUGH
MOLLY ANN CLAYWELL	ISAAC RAY ILO	HEATHER LOUISE RATLIFF
BENJAMIN ALAN CLIFT	ALEX TAYLOR JACKSON	RACHEAL MARIE RATLIFF
GABRIELLE CASSANDRA COMBS	JACOB RYAN JENKINS	TIMOTHY EDWARD REESE
MYA HALIE COUCH	CADENCE MARIE JERDON	JORDAN TANNER RIVERS
DEAN UPTON CRAMER JR.	DREW TYLER KAHLE	LANE ZACHARIA RODEFFER
JULIANNE BEATRICE CRAMER	CALVIN RAY KEENER	TABITHA MARIE RODGERS
BLAKE MATTHEW CURRY	DYLAN LEE KEMP	LYDIA MAE SADAI
BRADLEY MARK CURRY	KATLYN MAE KING	BROOKELYNN JADE SELBY
NICHOLAS MATTHEW DAILY	TYLER AUSTIN KING	TAYLOR MATTHEW SELBY
STEPHEN ANDREW DALE	MAXWELL CHARLES LAWSON	BRAYDON SCOTT SHANEFELT
AUSTIN SEAN DAY	ASHLEY MICHELLE LEHMAN	KAITLYN TAYLOR SMITH
KALI JOLENE DREWRY	JOSHUA RYAN LIDDY	KENNEDY PRYDE SMITH
KIRA BRIANNE DUNCAN	MEGAN NICOLE LIPPS	ABIGAIL MARIE SNYDER
HENRY PAUL DURHAM	KATHRYN NICOLE MADEWELL	STEVIE RHYANNA SPICE
GABRIEL CAIN EDWARDS	KAYLA NICOLE MAISH	JESSICA ANN SPITLER
ZACHARY TYLER ESTEPPE	COLEMAN LEROY MANNING	CHEYANNE ALISE STIDHAM
DEVON RILEY FARIS	ISAIAH MAKENNA DAVID MARKER	JOHNATHON MICHAEL STRANGE
JUSTIN GREGORY FENT	CALLIE LAVONNE MCCARGISH	AUSTIN MATTHEW STRINGFIELD
BRETT JACKSON FEWELL		MADSION LYN TAULBEE

MALLORIE DAWN TERRILL
ASHLEY JEAN TIPTON
BRILEE RAE TOBIAS
JOSIE ELAINE TOLLER
HOPE MORGAN TRADER
MACKENZIE LANE TURPIN
JACK DALTON WALTERS

MACKENZIE NICOLE WAXLER
STACIA NICHOLE WEATHINGTON
VAUGHN LUJACK WELCOME
CHRISTOPHER MATTHEW WEST
KELSEY MICHELLE WHEELER
JACOB ALLEN WILLIAMS
JUSTIN ALLEN WILLIS

ALAINA MARIE WILSON
GHYE SETH WILSON
MOLLY ELIZABETH WILSON
HALLIE RAE WILT
ERIC THOMAS WOXMEN
CHRISTOPHER JOSEPH ZAPFE

**AFFILIATION AGREEMENT BETWEEN
EATON COMMUNITY SCHOOLS
AND
WRIGHT STATE UNIVERSITY**

This Affiliation Agreement (the “Agreement”) is made and entered into effective the 1st day of August, 2017, by and between Wright State University, an Ohio public institution of higher education (the “University), and Eaton Community Schools (the “Clinical Facility”), located at 306 Eaton Lewisburg Rd. Eaton, OH 45320.

WHEREAS, the University and the Clinical Facility mutually recognize that there is significant value in forwarding education and resultant academic degrees in Athletic Training; and

WHEREAS, the University offers an educational program in Athletic Training (the “Program”) and, in connection therewith, desires the use of clinical facilities for its students as part of the Program; and

WHEREAS, the Clinical Facility has the ability to offer clinical field experience and education at its premises for students of the University in the Program (the “Students”) as part of their curriculum in the Program; and

WHEREAS, the Clinical Facility is willing to allow Students access to its premises for such clinical field experience and education under the terms and conditions referred to herein; and

WHEREAS, the University desires to obtain such experience for its Students;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises of the parties set forth herein, the sufficiency of which is hereby expressly acknowledged, the University and the Clinical Facility agree as follows:

1. RESPONSIBILITIES OF THE CLINICAL FACILITY

- 1.1 The Clinical Facility will provide clinical experience situations based on curriculum and objectives to be provided by the University. It is understood that the Clinical Facility staff shall remain solely responsible for the care and treatment of Clinical Facility clients.
- 1.2 The Clinical Facility will designate one person to directly supervise the Student’s clinical experiences (the “Preceptor”). The Preceptor must hold a current certification with the Board of Certification for Athletic Training and an Athletic

Training license with the Ohio Occupational Therapy/Physical Therapy/Athletic Training Board or other credentials based on the state's practice act. The Preceptor shall coordinate the Student's clinical learning experience at the Clinical Facility. The Clinical Facility shall provide the University with advance written notification if there is any change or proposed change to the Preceptor or any other person who is directly supervising a Student's clinical experiences at the Clinical Facility.

- 1.3 The Clinical Facility will permit, upon reasonable advance notice, the inspection of its clinical and related facilities by agencies charged with the responsibility for accreditation of the University and/or the Program.
- 1.4 The Clinical Facility will recommend to and discuss with the University the withdrawal of a Student if, based upon the particular facts of a given situation gathered through a reasonably thorough investigation, the Clinical Facility reasonably believes that: (1) the achievement, progress, adjustment or health of the Student does not warrant a continuation at the Clinical Facility, or (b) the behavior of the Student fails to conform to the applicable regulations of the Clinical Facility. The Clinical Facility will assist the University, if necessary, in implementing any such recommendation.
- 1.5 Notwithstanding the foregoing, the Clinical Facility reserves the right, exercisable at its discretion, to suspend immediately and pending further investigation any Student's participation in clinical education experiences at the Clinical Facility in the event that the Student's conduct or state of health is deemed to pose an immediate threat to the Clinical Facility's operations or the safety or health of its employees or others. The Clinical Facility shall supply both the Student and the University with written notification and rationale for any such suspension.
- 1.6 The Clinical Facility, in coordination with the University, shall provide all equipment and supplies needed for clinical instruction at the Clinical Facility. The Student's identification badge shall be provided by the University.
- 1.7 The Clinical Facility agrees to provide emergency medical care for any accident, injury, or illness at the Student's expense.
- 1.8 The Clinical Facility will provide the University and each Student with a copy of the written regulations which will govern the Student's activities and responsibilities while at the Clinical Facility, which regulations may be modified by the Clinical Facility at its discretion upon written notification to the University.
- 1.9 The Clinical Facility shall maintain all records and reports on each Student's

performance as mutually agreed by the University's Director of Athletic Training and the Clinical Facility's Preceptor. The Clinical Facility will provide evaluations of each assigned Student to the University on the forms provided by the University periodically during the course of the clinical education experience and no later than seven days before the conclusion of each Student's clinical experience.

- 1.10 The Clinical Facility agrees to allow Students and faculty of the University parking in the Clinical Facility's lots on the same basis as it provides parking to employees of the Clinical Facility, space permitting.

2. RESPONSIBILITIES OF THE UNIVERSITY

- 2.1 The University will withdraw a Student from the Clinical Facility if, after consultation between the parties in accordance with paragraphs 1.4 and 1.5 above, the University determines such action to be warranted.
- 2.2 It shall be the joint responsibility of the University's Director of Athletic Training and the Clinical Facility's Preceptor to plan the educational objectives and assignments of Students to specific clinical cases and experiences at the Clinical Facility.
- 2.3 The University will provide the Clinical Facility with an annual description of the Program, curriculum, and instructional objectives to be achieved at the Clinical Facility.
- 2.4 The University will instruct all Students to abide by the policies and procedures of the Clinical Facility while present on or otherwise using its facilities and/or equipment. The Students will be expected to conduct themselves in a professional manner. All Students' attire and appearance will conform to that which is acceptable to the Clinical Facility.
- 2.5 The University will assign to the Clinical Facility only those Students who have satisfactorily completed all prerequisite portions of the Program curriculum.

3. RESERVATION OF RIGHTS; PLACEMENT

- 3.1 The University and/or the Clinical Facility each reserve the right to withhold placement of any students depending upon the availability of facilities and personnel to adequately provide a satisfactory clinical experience.

4. STUDENT REQUIREMENTS

- 4.1 The University, in cooperation with each Student, shall provide the Clinical Facility with satisfactory written documentation of the Student's health status and/or any known limitations.
- 4.2 The University shall require that each Student has completed a physical examination within one year of his/her admission into the Program. The University shall also require that each Student has had Hepatitis B vaccination(s) and demonstrates immunity to rubella and rubeola. In addition, the University shall require that each Student has received a one-step Mantoux TB test and/or a chest x-ray, with follow-up TB skin tests and/or chest x-rays annually.
- 4.3 Prior to assignment to the Clinical Facility, each Student shall obtain a criminal background check and provide a record of their criminal convictions, other than traffic convictions, to the Clinical Facility.
- 4.4 Each Student shall provide a current copy of emergency care certifications ("ECC's") at the level of a professional rescuer/healthcare provider.

5. UNIVERSITY INSURANCE AND INDEMNIFICATION

- 5.1 The University will provide for each Student professional insurance coverage with policy limits of \$1,000,000 per occurrence and \$3,000,000 aggregate per year. Upon request, the University shall provide written documentation of verification of such professional insurance coverage.
- 5.2 To the extent permitted by law, the University agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree.

6. CLINICAL FACILITY INSURANCE AND INDEMNIFICATION

- 6.1 The Clinical Facility shall provide, at its sole cost, coverage for its activities in connection with this Agreement by maintaining in full force and effect professional liability coverage with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate per year. Upon request, the Clinical Facility shall provide written documentation of verification of such professional insurance coverage.
- 6.2 To the extent permitted by law, the Clinical Facility agrees to accept and be responsible for the acts and/or omissions of its individual trustees, officers, directors, employees, agents, and representatives and to hold the University and its trustees, officers, directors, employees, agents, subsidiaries, and affiliates (collectively, the “Released Parties) harmless from any and all liability which may arise from any such act or omission, and shall indemnify the Released Parties for any expenses incurred in the defense of claims and/or lawsuits arising from such acts and/or omissions, including reasonable attorneys’ fees and costs.
- 6.3 The Program will provide the Clinical Facility with a copy of any Student’s liability insurance policy upon request.

7. NON-DISCRIMINATION

- 7.1 The Clinical Facility and the University agree that neither party will use any discriminatory practices in the assignment, acceptance, evaluation, or withdrawal of any Student in the Program nor discriminate against any beneficiary of services provided by the Clinical Facility in the performance of this Agreement or otherwise on the basis of age, sex, race, color, religion, national origin, disability, ancestry, military status, or any other characteristic or trait protected by applicable local, state or federal law.

8. TERM AND TERMINATION

- 8.1 The term of this Agreement shall commence on the 1st day of August, 2017, and shall continue in full force and effect until the 30th day of June, 2018. Thereafter, the Agreement may be renewed only by signed written agreement of the parties.
- 8.2 Either party may earlier terminate this Agreement for any reason upon 90 days’ advance written notice to the other party. Either party may also terminate this Agreement upon 30 days’ advance written notice if it notifies the other party in writing of that party’s breach of or default upon any of the material terms or conditions of this Agreement and that party fails to cure such breach or default within the 30 days.
- 8.3 If the termination of this Agreement, for any reason, occurs while a Student has not yet completed his or her clinical learning experience at the Clinical Facility, and that Student is in good standing with the Clinical Facility, the Student shall be permitted to complete the scheduled clinical learning experience, and the University and the Clinical Facility shall cooperate to accomplish this goal.

9. NOTICE

- 9.1 Any notice required or permitted to be given to the University hereunder shall be in writing and sent by Registered or Certified U.S. Mail, postage prepaid, return receipt requested, to:

Wright State University
KNH Department – 316 NC
Dayton, OH 45435
Attn: Rebekah Bower, Athletic Training Program Director

- 9.2 Any notice required or permitted to be given to the Clinical Facility hereunder shall be in writing and sent by Registered or Certified U.S. Mail, postage prepaid, return receipt requested, to:

Eaton Community Schools
306 Eaton Lewisburg Rd.
Eaton, OH 45320
Attn: Dr. Barbara Curry, Superintendent

10. INDEPENDENT CONTRACTOR STATUS

- 10.1 The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture, employer-employee, or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Likewise, the parties agree that the Students are not employees of the Clinical Facility for purposes of this Agreement. The Clinical Facility and the University shall each be liable for their own debts, obligations, acts and omissions, including the payment of all required withholdings, social security and other taxes or benefits, except as set forth in sections 6.1 and 6.2 above.

11. CONFIDENTIALITY

- 11.1 The University shall instruct all Students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the Clinical Facility in accordance with applicable law, including but not limited to HIPAA. All information obtained from patients, their records, or computerized data is to be held in confidence and no copies of patient records shall be made. Students and any supervising University faculty shall not identify any of the Clinical Facility's patients in papers, reports, or case studies without first obtaining permission of the Clinical Facility and the patient, utilizing the patient confidentiality policies and procedures of the Clinical Facility.

12. NONASSIGNMENT

- 12.1 Neither this Agreement nor any of the parties' rights or obligations hereunder may be assigned or

transferred to a third party without the express, advance written approval of the other party.

13. GOVERNING LAW; VENUE

- 13.1 This Agreement shall be governed by and construed under the laws of the State of Ohio, without regard to any choice of law or conflict of laws provisions.
- 13.2 Any actions, suits, liabilities, debts, or claims that may arise under or relate directly or indirectly to this Agreement shall be brought only in the Court of Claims located in Franklin County, Ohio.

14. ENTIRE AGREEMENT

- 14.1 This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any and all prior written or oral statements, negotiations, or agreements between them regarding the subject matter hereof.
- 14.2 This Agreement may be modified, altered or amended in writing only, which writing must expressly state its intent to modify this Agreement and be signed by authorized representatives of both parties in order to be valid and binding.