

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
June 10, 2019
6:00 p.m.

I. Opening of the Meeting

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

B. Roll Call – President Noble called the roll.

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

T. Parks Present B. Pool Present

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

D. Recognition of Visitors – None.

E. Recognition of Student

1. The Eaton Board of Education and Administration wishes to congratulate all students who participated in academic contests and commend them on their outstanding performances and representation of Eaton Community Schools.

Whereas the Board and Administration wishes to recognize Kaiden Webb as a participant in the 2019 Scripps National Spelling Bee in Washington, D.C.

2. 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 as qualifiers for the OHSAA Regional Meet:

KeAnthony Bales
Brooke Caplinger
Todd Coates
Kendall Combs
Logan Cottle
Mallory Deaton
Maddie Haynes
Dylan Jackson
Kylee Kidwell
Alex McCarty
Alex Newport
Tyler Pittman
Garrett Sanders
Logan Sizemore
Dylan Suding
Amyah Thacker

F. Public Hearing Regarding the use of IDEA Part B and Title I Federal Funds

Pursuant to Code of Federal Regulations 300.165 the local education agency (LEA) shall hold a public hearing on the use of federal funds Title I and IDEA Part B, addressing topics that include, but are not limited to, the current expenditures, programs of student support, professional development and the personnel provided.

At this time the Board will entertain any comments from the public – None.

G. Executive Session

To consider the employment of a public official or employee.

The following individuals are invited to attend: Jeff Parker, MissAnne Imhoff, Rachel Tait, Scott Couch, Kip Powell, Brian Camp, Heather Roark, and Richard Smith.

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

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1819-083

President convenes executive session at 6:08 p.m.

President resumes open session at 6:42 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 through B 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 May 20, 2019 Regular Board Meeting.
2. Submission of Warrants for May.
3. Submission of Financial Report for May.
4. Submission of Investment Report for May.
5. Approve comprehensive insurance with Liberty Mutual Insurance at a cost of \$90,494.00.

B. Resolution of Necessity

The Administration recommends approval of the resolution declaring the necessity of raising \$1,950,000.00 annually for school district purposes;

WHEREAS, the Board of Education desires to renew its existing three-quarter percent (0.75%) current expense school district income tax which was approved by voters on November 5, 2013, and which expires on December 31, 2020.

BE IT RESOLVED by the Board of Education of the Eaton Community City School District (the "School District"):

SECTION 1. That pursuant to the provisions of Section 5748.02 of the Ohio Revised Code as enacted in Substitute Senate Bill 28 of the 118th General Assembly (the "Act"), and as amended, it is necessary to raise \$1,950,000 for School District purposes (as defined in the Act). The income that is to be subject to the tax is taxable income of individuals and estates as defined in divisions E(1)(a) and (2) of Section 5748.01 of the Ohio Revised Code.

SECTION 2. That pursuant to such Section 5748.02, this Board of Education hereby applies to the Tax Commissioner of the Ohio Department of Taxation to estimate the property tax rate that would have to be imposed by the School District in the current year to produce the amount set forth in SECTION 1 hereof and to estimate the income tax rate that would have had to have been in effect for the current year as a school district income tax to produce the amount set forth in SECTION 1 hereof.

SECTION 3. That this income tax renewal request is for the election to be held on November 5, 2019.

SECTION 4. That the Treasurer of this board is hereby directed to certify immediately to the Tax Commissioner of the Ohio Department of Taxation a copy of this resolution.

SECTION 5. That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education, and that all deliberations of this Board of Education, and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Education adopted in accordance therewith.

Motion by Mr. Durham, seconded by Mr. Beeghly

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed .

#1819-084

III. Reports

- A. Miami Valley Career Technology Center Report – Mr. Parks said there was no significant damage at MVCTC.
- B. Parks and Recreation Board Report – Mr. Durham said there is 198 acres of parks in the city.
- C. Superintendent Report – Mr. Parker thanked the district students, staff, and parents for a wonderful school year. He shared the Hope Fair was successful.
- 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 R 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.

1. Emily Colbert, Teacher, resignation effective August 16, 2019.
2. Jennifer Couch, Teacher, resignation effective June 5, 2019.

B. Terminate Current Contract and Execute New Contract for Treasurer

The Administrator recommends approval of the resolution to accept mutual agreement to terminate current Treasurer/CFO contract and to execute a new Treasurer/CFO contract with Rachel M. Tait

WHEREAS, Rachel M. Tait (“Ms. Tait”) has provided valuable service to the Eaton Community School District as Treasurer/CFO for the Board of Education; and

WHEREAS, Ms. Tait is currently employed under a Treasurer/CFO Contract; and

WHEREAS, the Board of Education and Ms. Tait mutually desire to terminate the current Treasurer/CFO Contract and execute a new Treasurer/CFO Contract effective August 1, 2019; and

WHEREAS, this Board of Education believes that the execution of a new Treasurer/CFO Contract for Ms. Tait as Treasurer/CFO will be highly beneficial to the District by maintaining continuity of personnel and allowing the District to continue to benefit from the extensive knowledge, experience, and leadership abilities of Ms. Tait.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education and Rachel M. Tait mutually agree to terminate the current Treasurer/CFO Contract effective July 31, 2019. The current Treasurer/CFO Contract shall become null and void on that date.

BE IT FURTHER RESOLVED, that the Board of Education shall execute a new Treasurer/CFO Contract effective August 1, 2019 through July 31, 2023. The new Treasurer/CFO Contract will supersede and replace any prior contract for employment.

BE IT FURTHER RESOLVED, that it is found and determined that all formal action of this Board of Education concerning or related to the adoption of this Resolution was adopted in an open meeting of this Board, and all deliberations of this Board that resulted in such formal action were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

C. Terminate Current Contract and Execute New Contract for the Assistant Superintendent

The Administration recommends approval of the resolution to accept mutual agreement to terminate the current Assistant Superintendent contract and to execute a new Assistant Superintendent contract with Melissa Imhoff.

WHEREAS, Melissa Imhoff (“Ms. Imhoff”) has provided valuable service to the Eaton Community School District as Assistant Superintendent for the Board of Education; and

WHEREAS, Ms. Imhoff is currently employed under an Assistant Superintendent Contract; and

WHEREAS, the Board of Education and Ms. Imhoff mutually desire to terminate the current Assistant Superintendent Contract and execute a new Assistant Superintendent Contract effective July 1, 2019; and

WHEREAS, this Board of Education believes that the execution of a new Assistant Superintendent Contract for Ms. Imhoff as Assistant Superintendent will be highly beneficial to the District by maintaining continuity of personnel and allowing the District to continue to benefit from the extensive knowledge, experience, and leadership abilities of Ms. Imhoff.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education and Melissa Imhoff mutually agree to terminate the current Assistant Superintendent Contract effective June 30, 2019. The current Assistant Superintendent Contract shall become null and void on that date.

BE IT FURTHER RESOLVED, that the Board of Education shall execute a new Assistant Superintendent Contract effective July 1, 2019 through June 30, 2022. The new Assistant Superintendent Contract will supersede and replace any prior contract for employment.

BE IT FURTHER RESOLVED, that it is found and determined that all formal action of this Board of Education concerning or related to the adoption of this Resolution was adopted in an open

meeting of this Board, and all deliberations of this Board that resulted in such formal action were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

D. Amend Job Description

The Administration recommends amending the job description for the Assistant Superintendent (Attachment A).

E. Employment – Administrative Contract

The Administration recommends approval of Brian Camp as the Eaton Middle School Principal on a two year limited contract, July 1, 2019 to June 30, 2021. Salary and duties per Board Policy, Administrative Rules and Regulations, and all applicable state and local requirements.

F. Amend Administrative Employee Handbook

The Administration recommends approval to amend the Salary and Fringe Benefits Handbook pertaining to the Assistant Superintendent, Principals, Assistant Principal, Directors, Psychologist, to reflect current procedure and update the benefits to include new employees.

G. Employment – Certificated Staff

The Administration recommends the employment of the following personnel on a one year limited contract for the 2019-2020 school year (July 1, 2019 – June 30, 2020.) Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations. Employment contingent upon completion of all local and state requirements.

1. Heather Roark, Teacher

H. Employment – Certificated Staff Extended Service Supplemental Contracts

The Administration recommends approval of the following extended service supplemental contracts for the 2019-2020 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Alexis Hartzell, Kindergarten Teacher, 1 day

I. Employment – Classified

The Administration recommends the employment of the following personnel for the 2018-2019 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. Richard Smith, Custodian, effective June 24, 2019.

J. Employment – Classified

The Administration recommends the employment of the following personnel for the 2019-2020 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. Ruth Biggs, Cafeteria Worker

K. Employment – Language Tutor

The Administration recommends the employment of Ayumi Brehm, Japanese tutor, for Limited English-speaking students in the 2019-2020 school year; to be paid at a rate of \$13.00 per hour, not to exceed 40 hours per week for a total not to exceed 900 hours.

L. Employment – Certificated Staff Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2019-2020 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Ryan Prince, Spanish Club Advisor

M. Employment – Summer School Teachers

The Administration recommends employment of the following personnel to serve as summer school teachers for the East Elementary Summer Reading Intervention Program, as needed, June 17, 2019 through July 26, 2019, Tuesday through Thursday; to be paid \$150.00 per day, for up to seventeen (17) days at 4.5 hour per day, with no fringe benefits.

1. Elizabeth Geoit
2. Kristen Reed

N. Employment of Non-certificated Substitutes

The Administration recommends employment of the following personnel for the 2019-2020 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. Daphne Durham, Educational Aide

O. Employment – Temporary Positions

The Administration recommends the following as temporary summer technology helpers, as needed, at a rate of \$13.75 per hour not to exceed 40 hours per week, for a maximum of twelve

(12) weeks; as needed from May 29, 2019 through August 16, 2019. Employment contingent upon completion of all state and local requirements for employment.

1. William Aukerman
2. Debora Finrock
3. Beverly Richardson

P. 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 2019-2020 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. Abby King, 7th Grade Cheerleading Advisor (Football)
2. Abby King, 8th Grade Cheerleading Advisor (Football)
3. Courtney Smith, Cheerleader Advisor - Competition

Q. Volunteers

The Administration recommends approval of the following volunteers for the 2019-2020 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Emma McKinney, Volunteer Volleyball Coach
2. Taffie Ruebush, Volunteer Girls Basketball Coach
3. Libby Springmier, Volunteer Girls Basketball Coach

R. Authorization to Operate School Van

The Administration recommends authorization for the following employees to operate the school van without students aboard, during the 2018-2019 and 2019-2020 school year, completion of all state and local requirements.

1. Randy McKinney
2. Jacob Jackson
3. Joshua Chapman

Motion by Mr. Parks, seconded by Mr. Durham

Discussion – Mr. Parks inquired about the Administrative Handbook and why salaries and Superintendent are not included. Mrs. Tait said salaries are in the individual contracts and the Superintendent and Treasurer contracts are independent of the administrators.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1819-085

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 S through LL 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.

S. Sale of Property

The Administration recommends approval to declare the Park Avenue Athletic complex, located in the 300 block of Park Ave., Eaton, Ohio, as surplus property and to dispose of said property by selling it at auction, retroactive to May 22, 2019.

The Administration further recommends approval to accept the bid by Ryan Swope in the amount of \$18,000.00.

T. Graduation List for 2019

The Administration recommends approval of the tentative list of graduates for the class of 2019 (Attachment B).

U. Bread and Milk Suppliers

The Administration recommends approval of the district’s bread and milk suppliers as authorized by the Southwestern Ohio Educational Purchasing Council (EPC).

V. Authorize School Bus Bids

The Administration recommends authorization for the Southwestern Ohio Educational Purchasing Council (EPC) to advertise and receive bids on behalf of the Board of Education for school buses with selected options, according to specifications submitted for the cooperative purchase of any bus during the 2019-2020 school year.

W. Approval for Interscholastic Participation

The Administration recommends approval for interscholastic participation in the following Ohio High School Athletic Association sponsored post-season tournament events for the 2019-2020 school year. Additionally, the Administration recommends the approval of any in-state overnight trips that are deemed necessary and approved by the administration as they relate to the participation in one of the OHSAA sponsored tournaments listed in attachment H. In such circumstance, the Administration recommends approval of such overnight trip to begin no earlier than 1 day prior to the listed tournament start date and return no later than 1 day following the conclusion of the listed tournament end date (Attachment C).

X. Agreement with American Red Cross

The Administration recommends approval of an agreement with the American Red Cross to permit Eaton High School and Eaton Middle School to be used as a temporary refuge for disaster victims (Attachment D).

Y. Agreement with DataServ

The Administration recommends approval of a Managed Services Agreement with DataServ not to exceed through June 30, 2020 (Attachment E).

Z. Agreement with Waibel

The Administration recommends approval of the agreement with Waibel Energy Systems for Heating and Air Conditioning Mechanical and Controls Service from July 1, 2019 to June 30, 2020 (Attachment F).

AA. Agreement with Preble County Board of DD

The Administration recommends approval of the agreement with Preble County Board of DD to provide intervention services through the Summer PLAY Program. Services provided retroactive June 7, 2019 through August 7, 2019 (Attachment G).

BB. Agreement with Institute for Multi-Sensory Education

The Administration recommends approval of the agreement with the Institute for Multi-Sensory Education to provide materials and training in the Orton-Gillingham method (Attachment H).

CC. Agreement with Northwest Evaluation Association

The Administration recommends entering into an agreement with Northwest Evaluation Association (NWEA), during the 2019-2020 school year for use of the Measures of Academic Progress (MAP) assessments.

DD. Agreement with Preble County District Library

The Administration recommends approval of the Serving Every Ohioan (SEO) Service Contract with the Preble County District Library for the 2019-2020 school year (Attachment I).

EE. Agreement with Preble County Educational Service Center

The Administration recommends approval of the contract with the Preble County Educational Service Center for services for fiscal year 2019 (Attachment J).

FF. Agreement with Montgomery County Educational Service Center

The Administration recommends approval of the contract with the Montgomery County Educational Service Center for services for fiscal year 2019 (Attachment K).

GG. Approval of Student Fees for the 2019-2020 School Year

The Administration recommends approval of the following student fees for the 2019-2020 school year.

Kindergarten	\$26.00
1 st Grade	\$18.00
2 nd Grade	\$27.00
3 rd Grade	\$45.00
4 th Grade	\$57.00
5 th Grade	\$53.00
6 th Grade	\$56.00
7 th Grade	\$42.00
8 th Grade	\$55.00

HH. Textbook Disposal

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

1. (35) From Bacteria to Plants, Pearson/Prentice-Hall, 2009.
2. (82) Cells and Heredity, Pearson/Prentice-Hall, 2009.
3. (34) Environmental Science, Pearson/Prentice-Hall, 2009.
4. (89) Earth's Changing Surface, Pearson/Prentice-Hall, 2009.
5. (138) Inside Earth, Pearson/Prentice-Hall, 2009.
6. (179) Astronomy, Pearson/Prentice-Hall, 2009.
7. (121) Energy, Forces and Motion, Pearson/Prentice-Hall, 2009.
8. (9) Chemical Interactions, Pearson/Prentice-Hall, 2009.
9. (20) Beginning Dictionary, MacMillon Publishing, 1981.

II. Textbook Adoption

The Administration recommends the adoption of the following textbooks.

1. My World History: A World History Curriculum Survey Edition, Pearson, copyright 2012, grade 6.
2. My World History: Early Ages, Pearson, copyright 2012, grade 7.
3. America: History of Our Nation Beginnings to 1877, Prentice Hall, copyright 2012, grade 8.

JJ. Obsolete Items

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

1. (2) 65-pound dumb bells, high school weight room.
2. (2) 55-pound dumb bells, high school weight room.

3. (1) 70-pound dumb bell, high school weight room.
4. (1) 35-pound dumb bell, high school weight room.
5. (613) Computer monitors, throughout the district.
6. (598) L300 virtual desktop devices, throughout the district.
7. (1) Phillips 32" Television, model #PS1132C101, tag number 010834.

KK. Amend Resolution 1819-078 - Extended School Year Tutor

The Administration recommends approval to amend resolution 1819-078, item V.E., of the May 20, 2019 board meeting to reflect three (3) Extended School Year Tutors to provide extended school year services to qualified special education students. To be paid at a rate of \$20.00 an hour, not to exceed 20 hours each, for summer instruction.

LL. Amend Resolution 1819-078 – Summer Reading Intervention Program

The Administration recommends approval to amend resolution 1819-078, item V.E., of the May 20, 2019 board meeting to reflect the summer Reading Intervention Program to provide intervention for students in grades K-2, June 17, 2019 through July 26, 2019 (Tuesday, Wednesday, Thursday). Staffing will include up to seven (7) certificated teachers to be paid at a rate of \$150.00 per day for up to seventeen (17) days at 4.5 hours per day. Duties will include planning, supervision, instruction and progress monitoring. To be paid through title money.

Motion by Mr. Pool, seconded by Mr. Durham

Discussion – Mr. Pool inquired about what we will be replacing the monitors with. Mr. Parker said we would be purchasing Chromebooks.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1819-086

VI. Adjournment

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

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1819-087

President adjourns meeting at 7:03 p.m

DATE _____

PRESIDENT _____

TREASURER _____

Upcoming Meeting

Meeting: Special Board Meeting
Date/Time: June 26, 2019 – 5:00 p.m.
Location: Board Office

Meeting: Regular Board Meeting
Date/Time: July 15, 2019 – 6:00 p.m.
Location: East Elementary School

Eaton Community Schools JOB DESCRIPTION

<u>Title:</u>	Assistant Superintendent
<u>Reports to:</u>	Superintendent
<u>Employment Status:</u>	Full-time
<u>FLSA Status:</u>	Exempt

QUALIFICATIONS:

1. Valid Ohio Superintendent or Assistant Superintendent certificate/license.
2. Three (3) or more years of public school administrator experience.
3. Three (3) or more years of public school teaching experience.
4. Must pass criminal background check.
5. Possess high moral character.
6. Possess a regular and predictable attendance record, without tardiness.
7. Possess ability to work with students, teachers, and administration positively, effectively and energetically.
8. Demonstrates a sincere desire to aid all students and interact with a positive attitude.
9. Have ability to maintain a high level of ethical behavior and confidentiality of information about students, staff, and faculty.
10. Experience and/or training with scientifically based research, educational reform and best practices.
11. Must possess a valid driver's license.

GENERAL DESCRIPTION:

The Assistant Superintendent provides leadership in the planning, organization and operation of the schools in accordance with state standards, district policies and regulations, with emphasis in school improvement, along with providing leadership in the on-going development, implementation and coordination of the district's curriculum and instruction, intervention, and professional development.

ESSENTIAL FUNCTIONS:

1. Correlates the function of his/her office with all other departments of the system.
2. Works cooperatively with all members of the administrative staff in setting general administrative policy for the school system.

Eaton Community Schools
Assistant Superintendent
Page 3 of 5

19. Serves as an administrative member of the Local Professional Development Committee.
20. Oversees the selection and purchase of district textbooks.
21. Assists ~~Director of Pupil Services~~ Exceptional Children's Services and Psychology with the development and implementation of the district Comprehensive Continuous Improvement Plan (CCIP).
22. Maintains and coordinates eTPES and student growth measures, including SLO's and Value-Added.
23. Works with EMIS Coordinator to ensure the appropriate teacher licensure as it relates to accurate placement, course titles and codes.
24. Researches a variety of topics (e.g. current practices, instructional materials, methods, curriculum guidelines, technology integration, etc.) for the purpose of developing new programs and/or master plans.
25. Assumes leadership role in the development and coordination of new courses for the school district.
26. Directs the process of developing all courses of study to meet district needs as appropriate.
27. Serves as a resource in the area of curriculum development in building and district operations as appropriate.
28. Maintain a knowledge of research done and material available in the areas of the curriculum served by the Title I program.
29. Compiles data from a variety of sources for the purpose of evaluating district curriculum and/or services and complying with budgetary, legal and administrative requirements.
30. Manages curriculum content and implements assigned programs and/or projects for the purpose of conforming to district and state curriculum and/or instructional objectives.
31. Responds to issues and inquires for internal and external parties regarding curriculum improvement efforts (e.g. school district administrators, parents, and educators) for the purpose of identifying the relevant issues and recommending or implementing a plan of action that will efficiently resolve the issues.
32. Assists the building principals with personnel, curricular concerns and problems.
33. Works with classroom teachers and district administrators to facilitate implementation of courses of study and Academic Content Standards.
34. Works with classroom teachers, building administration, and district administration to facilitate implementation of technology into curriculum and instruction.
- 34-35. Identifies district curriculum needs related to pupil services.
- 35-36. Evaluates requests from staff for projects and programs requiring federal monies.

Eaton Community Schools is an
EQUAL OPPORTUNITY EMPLOYER

We do not discriminate on the basis of race, religion, color, sex, age, national origin, ancestry or disability.

Eaton Community Schools
Assistant Superintendent
Page 5 of 5

Ability to: Interpret policies, procedures, and regulations; evaluate teaching techniques and methods; communicate effectively; evaluate curricula and make appropriate recommendations; compile and prepare required reports; interpret standardized tests data and compile into meaningful data; refer resource materials and agencies; maintain records.

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.

EQUIPMENT OPERATED:

Computer, copier, and other items as required.

ADDITIONAL WORKING CONDITIONS:

Occasional exposure to severe weather; loud noise; 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.

TERM OF EMPLOYMENT:

Two hundred ~~thirty-sixty~~ (230260) days

PERFORMANCE EVALUATION:

Performance of this position will be evaluated by the Superintendent 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

2019 Graduation List

Nina Rose Albinus	Emily Erin Dungan	Ava Elizabeth Miller
Isaac Thomas Alderman	Tatum Bliss Durbin	Adam Jacob Minton
Johnathan Eric Altom	Alyssa Kay Dushney	Shania Myah Mohamed
Ella Rose Back	Tyler Jonathon Earley	Wade Allen Monebrake
Aleah Jean Bates	Jared Tyler Emrick	Kylee Marie Moore
Owen Zachary Kerler Baumann	Lydia Bae Fadden	Rebecca Camryn Mowen
Brayden Tyler Beachler	Breanne Nichole Falldorf	Savannah Marie Noah
Haleeann Elizabeth Beason	Andrew Michael Ferguson	Jared William Noel
Addie Danielle Bell	Destiny Lynn Flack	Dylan Lane Noland
Darius Rondell Benton	Brennan Christopher Fogle	Jacque Marie Owen
Gabrielle Ann Best	Tyler James Ford	Lucas Daniel Parks
Chase Allen Lane Bettker	Noah Lyle Foust	Tyler Cole Pence
Andrew James Bitner Jr.	Angelica Galariana	Kylee Ann Phenis
Anna Katelynn Black	Nathan Ray Gard	Tyler Sue Pittman
Ashlynn Paige Black	Annika Mae Gels	Caleb Allan Puckett
Tyler Alexander Bogard	Mary Elise Gething	Alisha Renee Rader
Matthew Daniels Bowers	Kaleb Clarence Gibson	Jaxon Kai Reynolds
Seth Montgomery Bowman	Courtney Darlene Giffen	Timothy Ray Ritchie
Madison Laree Bradburn	Samantha Marie Gramaglia	Camryn Cruz Rivero
Mackenzie Jade Braughton	Lauren Elizabeth Green	Drake Lander Roberts
Kelsey Renee Brock	Arica Elaine Hamilton	Isaac Preston Rohrer
Jonathon Avery Bronson	Gavin Joseph Harshman-Spencer	Sarena Yang Lixue Rohrer
Andrew Carl Brooks	Isabelle Lin Heggs	Logan Keith Rose
Morgan Ashley Brooks	Dalton Lee Hickman	Cameron Daniel Schmidt
Cole Thomas Bulach	Samuel James Hickman	Aaron Curtis Scholl
Savannah Lynn Burgess-Flack	Emma Lee Ann Hicks	Dakota Pauline Scolastico
Michael Shin Caden	Adriana Claire Hodapp	Brinna Michelle Selby
Kayla Jeanne Campbell	James Crawford Howard	Andrew James Sharpe
Brooke Michelle Caplinger	Joshua David Hubbard	Brandon Matthew Sharpe
Julianna Chandler	Christoffer Thomas Hudgel	Ian Michael Short
Ashton Joseph Cira	Nicholus Christopher Imhoff	Brandon James Sipple
Emma Nicole Charles	Asia Sabrina Johnson	Quinlyn Rose Sittloh
Dylan Thomas Chelgren	Mackenzey Leanne Kendel	Logan Damian Sizemore
Nathaniel Bryan Clark	Taryn Michele Kiracofe	Gideon Walker Smith
Laura Elizabeth Clyburn	Joshua Wesley Kropelin	Jacob Dale Smith
Ansleigh Victoria Coates	Madison Paige Lakes	Mason Allen Smith
Jenna Gale Cohorn	Kevin Lam	Nicholas Scott Smith
Kirsten Leeann Cole	Haley Ravin Lawson	Rachel Jo-Ann Snead
Logan Robert Coleman	Shaun David Lesh Jr.	Alysa Mae Sorrell
Andrew Michael Collins	Abigail Nicole Liddy	Madalyn Kay Staight
Granville Walter Combs III	Zechariah Matthew Jacob Long	Jackson Riley Stewart
Kayla Rheanna Mallory Conley	Isaac Leroy Manning	Skyler Chance Straszhheim
Brandon Michael Cottingim	Ciara Mae Martin	Dylan Alexander Suding
Wyatt Kennedy Cox	Ashlynn Rose McKee	Taelyn Victoria Tabor
Hunter James Cuyler	Madison Marie Meredith	Taylor Nicole Tabor
Autumn Juliet Daily	Claire Danielle Meyer	Maley Sue Tinstman
Gregory Edward Drillien	Krysten Elaine Mikesell	Jordan Michael Turner

2019-2020 OHSAA Tournament Dates

Baseball

Sectional	5/16-5/23
District	5/25-5/30
Regional	6/4-6/5
State	6/11-6/13

Girls Basketball

Sectional	2/10-2/22*
District	2/24-2/29
Regional	3/2-3/7
State	3/12-3/14

*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

Boys Basketball

Sectional	2/17-2/29*
District	3/2-3/7
Regional	3/9-3/14
State	3/19-3/21

*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

Cross Country

District	10/19
Regional	10/26
State	11/2

Football

Reg. Quarter	11/8-11/9
Reg. Semi.	11/15-11/16
Reg. Finals	11/22-11/23
State Semi.	11/29-11/30
State Final	TBA

Golf

Sectional Boys DII & Girls DII	9/23-9/28*
District Boys DII & Girls DII	9/30-10/5
State Boys DII & Girls DII	10/11-10/12

*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

Soccer

Sectional	10/14-10/19*
District	10/21-10/26
Regional	10/29-11/2
State	11/5-11/9

*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

Softball

Sectional	5/9-5/16
District	5/18-5/23
Regional	5/27-5/30
State	6/4-6/6



Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	Eaton Community Schools - Eaton High School
Address	600 Hillcrest Drive Eaton OH 45320
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Jeff Parker Superintendent 9377337077
Address for Official Notices (only if different from above address)	306 Eaton Lewisburg Rd. Eaton, Ohio 45320

Red Cross:

Chapter Name	Dayton Area
Chapter Address	370 West First Street, Dayton OH 45402
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Carolyn Burns Mass Care Specialist 9372226711
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

<p>Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.</p>
<p>Eaton Community Schools - Eaton High School 600 Hillcrest Drive EATON OH 45320</p>



Facility Use Agreement

- 8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
- 9. **Fee** (This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.): Both parties must initial one of the two statements below:

- a. Owner will not charge a fee for the use of the Facility.
Owner initials: _____ Red Cross initials: _____
- b. The Red Cross will pay \$_____ per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____

- 10. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.*
- b. *Reasonable costs associated with custodial and food service personnel and supplies which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.*
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):*

	Owner Initials	Red Cross Initials
Water		RGE
Gas		RGE
Electricity		RGE
Waste Disposal		RGE

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.



Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	Eaton Community Schools - Eaton Middle School
Address	814 Camden Road Eaton OH 45320
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Jeff Parker Superintendent 9377337077
Address for Official Notices (only if different from above address)	306 Eaton Lewisburg Rd. Eaton, Ohio 45320

Red Cross:

Chapter Name	Dayton Area
Chapter Address	370 West First Street, Dayton OH 45402
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Carolyn Burns Mass Care Specialist 9372226711
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.
Eaton Community Schools - Eaton Middle School 814 Camden Road EATON OH 45320



Facility Use Agreement

8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
9. **Fee** (This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.): Both parties must initial one of the two statements below:
 - a. Owner will not charge a fee for the use of the Facility.
Owner initials: _____ Red Cross initials: _____
 - b. The Red Cross will pay \$_____ per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____
10. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
 - b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
 - c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		RGE
Gas		RGE
Electricity		RGE
Waste Disposal		RGE

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.



31280 Viking Parkway
Westlake, Ohio 44145
1.800.560.7378
www.dataservtech.com

MANAGED SERVICES AGREEMENT TERMS AND CONDITIONS
AGREEMENT NUMBER: EATON.MSA.2019

The following terms and conditions are incorporated into the Managed Services Agreement ("Agreement") made between DataServ Integrations, LLC (dba DataServ, a Skoda Minotti Technology Firm) ("DataServ") and Eaton Community Schools ("Customer"). DataServ and Customer are hereinafter referred to in this Agreement collectively as "Parties" and individually as a "Party". By reference, all additional terms and conditions contained in any appendices to this Agreement are incorporated and made part of this Agreement.

1. Scope of Services

DataServ agrees to provide the service and/or solutions ("Service") stated in the appendices of this Agreement for the Customer. Service under this Agreement includes remote, online and telephone support services and on-site support, if deemed necessary by DataServ. DataServ does not warrant that the operation of any Service shall be uninterrupted.

2. Assumptions

a. Customer to:

- i. Provide and maintain a dedicated Internet connection capable of allowing DataServ local and/or remote access to the Customer's network;
- ii. Allow DataServ employees and/or subcontractors access to its facilities and equipment as required to perform the Services under this Agreement;
- iii. Allow DataServ to load any necessary management software on their systems as required to perform the Services under this Agreement;
- iv. Provide main points of contact at each Customer location; and
- v. Provide Customer signed Letter of Authorizations (LOA) to any carrier that provides WAN/MAN, Internet or other services where DataServ will act as third party liaison.

3. Excusable Delays

DataServ shall not be liable for delays in performance due to fire, flood, acts of terrorism, acts of civil or military authority, inability to obtain or delays in obtaining suitable material or facilities required for performance, or temporary unavailability of qualified personnel, or other causes beyond its reasonable control or failure by Customer to provide full and appropriate access to the covered equipment

4. Exclusions

a. This Agreement is subject to the following exclusions below and the exclusions identified in each Service Appendix:

- i. This Agreement does not include the replacement of any Customer owned hardware or software product.
- ii. This Agreement does not include the replacement of any DataServ owned hardware or software product, end user training, electrical work, or repair of damage resulting from operator error, accident, vandalism, electrical or environmental problems, excessive heat or humidity, or maintenance provided by other than authorized DataServ representatives. Charge for the above will be at the Time and Material rates identified in this Agreement.
- iii. Service under this Agreement does not cover support due to configuration changes made by Customer or anyone other than authorized DataServ representatives. Any service calls placed for a problem caused by such configuration changes will be charged at the Time and Material rates identified in this Agreement.
- iv. Service under this Agreement does not cover the configuration or installation of new equipment, including but not limited to computers, printers, firewalls, switches, other networking equipment,

Customer Initial: _____

DataServ Initial: _____



31280 Viking Parkway
Westlake, Ohio 44145
1.800.560.7378
www.dataservtech.com

9. Payment Terms

Payment is to be made according to the terms stated in this Agreement and/or Service Appendix(ces). Customer agrees that this Agreement and/or Service Appendix(ces) shall remain in effect for the full period stated in the Agreement and/or Service Appendix(ces) and may not be terminated by Customer prior to that time, except in accordance with the Early Termination clause. If any amount owed under this Agreement and/or Service Appendix(ces) is not paid when due, DataServ may add a service charge of 1-1/2% per month on unpaid amounts. Customer agrees to pay all costs of collection, including attorney's fees, made necessary by nonpayment by Customer. Work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination. Customer will be obligated to compensate DataServ for all services provided, to reimburse DataServ for all out-of-pocket expenditures through the date of termination and Customer will return to DataServ any equipment or products provided under this Agreement and/or Service Appendix(ces). If Customer disputes any charges they shall first be addressed by the DataServ Account Executive. If no agreement is made, the dispute shall be to the DataServ President and CEO as necessary for resolution.

10. Time and Material Billing

Please visit www.dataservtech.com/tandmrates for then current Time and Material Rates for all Service(s) not covered as part of this Agreement.

11. Software and Operating System Errors

In no way is DataServ liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data.

12. Limitation of Liability

If DataServ does not fulfill any obligations under this Agreement and/or Service Appendix(ces) after reasonable attempt(s); Customer's sole and exclusive remedy is to recover an equitable amount not to exceed charges paid to DataServ for the services in question. DataServ shall in no event have any liability for any special, incidental, or consequential damages including but not limited to, loss of profits or revenue, loss of use of equipment, lost data, cost of substitute equipment, services, down-time, or claims of Customer for such damages, whether the claims be in contract, tort, strict liability, negligence, indemnification or otherwise, even if DataServ had been advised of such potential damages.

In all events not provided for in this Agreement and where permitted by law, DataServ's liability (regardless of the form of action) will be limited to Customer's direct damages in an amount up to the annual amount of charges paid to DataServ for a specific Service Appendix(ces) hereunder. DataServ's entire liability and Customer's exclusive remedies for DataServ's liability of any kind (including liability for negligence) for performance, nonperformance or delays in performance by DataServ under this Agreement and/or Service Appendix(ces) are limited to those contained in this Agreement where permitted by law.

WARRANTY DISCLAIMER: THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE, RESPECTING SERVICES PERFORMED OR EQUIPMENT AND MATERIALS FURNISHED UNDER THIS AGREEMENT.

13. Indemnification

Each Party agrees to indemnify, defend and hold harmless the other from and against all claims, demands, liabilities, damages, losses, expenses, including attorney's fees and lawsuits which may be asserted against or

Customer Initial: _____

DataServ Initial: _____



31280 Viking Parkway
 Westlake, Ohio 44145
 1.800.560.7378
 www.dataservtech.com

- b. Upon the expiration of the term of this Agreement, DataServ shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.
- c. Neither DataServ nor Customer, shall, directly or indirectly, solicit, recruit or hire any Customer or DataServ personnel, whether or not such personnel performed work for the Customer, during the term of this Agreement and for a period of two (2) years after the termination or end date of the last Service Appendix included as part of this Agreement.
- d. In addition, the Customer agrees to not allow any former DataServ employees to provide services, of any kind, to the Customer outside of this Agreement and for a period of two (2) years after the termination or end date of the last Service Appendix included as part of this Agreement.
- e. The provision of this Section shall survive the termination or expiration of this Agreement.

Accepted and Approved for:

Eaton Community Schools
 306 Eaton Lewisburg Road
 Eaton, Ohio 45320

Accepted and Approved for:

DataServ Integrations, LLC
 31280 Viking Parkway
 Westlake, Ohio 44145

Signature

Jeff Parker
 Superintendent

Date

Signature

Karl H. Seiler
 President and CEO

Date

Customer Initial: _____

DataServ Initial: _____



31280 Viking Parkway
Westlake, Ohio 44145
1.800.560.7378
www.dataservtech.com

5. There shall be a preliminary administrative conference which shall be held not less than five (5) calendar days nor more than ten (10) calendar days before the arbitration hearing and at such preliminary conference the parties shall specify issues to be resolved, stipulate to uncontested facts, and consider any other matters which will expedite, or, if unresolved, could delay the arbitration proceedings. In addition, at this preliminary conference, the arbitration panel shall actively work to seek out a settlement to the dispute(s) at issue.
6. The arbitration hearing shall occur not less than twenty-five (25) calendar days nor more than forty-five (45) calendar days following the date of the appointment of the mutually agreed upon arbitrator or the final arbitrator (as appropriate), unless extended by mutual agreement of the parties in interest. The arbitrator(s) shall have complete discretion to establish the time and place of the arbitration in greater Cleveland, Ohio.
7. Except as may be specifically provided in this Appendix A or in the Commercial Arbitration Rules of the American Arbitration Association, the arbitrator(s) shall have discretion to establish and determine the conduct and rules of the arbitration proceedings.
8. All parties to the dispute shall be permitted to present their respective cases without regard to the formalities of the Rules of Evidence as used in the courts of the State of Ohio. The arbitrator(s), with the guidance and arguments of the parties, may give such weight to the matters presented as he/she/they deems/deem appropriate.
9. The parties recognize that confidential information in the nature of trade secrets and proprietary information may be disclosed during the course of an arbitration proceeding. The parties agree to hold such information in confidence during and following such proceedings. The parties agree that any confidential information and proprietary information disclosed by one party to the other before or during the arbitration will not be used for any purpose other than conducting the arbitration. Likewise, the arbitrator(s) shall keep such information confidential and by his/her/their acceptance of appointment as an arbitrator shall agree to be bound by this standard. All confidential information and proprietary information disclosed by one party to another party in any form will be returned to the producing party at the conclusion of the arbitration.
10. The arbitrator(s) shall have the authority to award any legal remedy or legal relief a court of the State of Ohio could order or grant, but specifically excepting herefrom any punitive and/or exemplary damages.
11. The Arbitration Expenses (as defined below) of the winning party shall be reimbursed and paid by the losing party to the winning party within ten (10) days of the date the written final decision of the arbitrator, where the final decision of the arbitrator(s) shall include a determination as to which party is the winning party and which party is the losing party. Notwithstanding the foregoing and in lieu thereof, the arbitrator(s) may [in the reasonable discretion of the arbitrator(s)] allocate the total aggregate Arbitration Expenses of the parties on a percentage basis to the parties as determination in the final decision of the arbitrator(s), based on the arbitrator's/arbitrators' determination of the parties' respective percentage of fault, breach and/or culpability in or for the matters which are the subject of the arbitration. "Arbitration Expenses" shall mean the reasonable compensation expenses of each of the arbitrator(s), attorneys and witnesses and all other reasonable costs and expenses reasonably necessary and actually incurred by the parties for such arbitration.

Customer Initial: _____

DataServ Initial: _____



31280 Viking Parkway
Westlake, Ohio 44145
1.800.560.7378
www.dataservtech.com

APPENDIX B
SERVICE APPENDIX: GENERAL SERVICE DETAILS

Services covered under DataServ's Service offerings include:

1. Maintenance
 - a. This Agreement anticipates that all hardware and system software directly managed by DataServ be supported by an active Customer Care Maintenance Agreement. If said agreement is not in place then all work will be subject to the Time and Material rates identified in this Agreement.
2. Network and Firewall Management (if covered by a DataServ Customer Care Agreement)
 - a. Layer 2 and Layer 3 switch Firewall (including Virtual Private Networks, if so licensed)
 - b. Wide Area Network router
3. Third Party Hardware, Software, Services and Applications Not Supplied or Supported by DataServ
 - a. Not supplied and supported is defined as DataServ not being certified by the manufacturer to design, sell or support.
 - b. All third party components are covered by manufacturer warranty and/or support agreements.
 - c. Any DataServ provided support is best effort.
 - d. Customer is responsible for initiating TAC requests
 - e. DataServ will act as a liaison between third party vendor and Customer for problem resolution.
 - f. Customer will provide a single point of contact/subject matter expert for any third party engagement.
 - g. Customer will provide advance notice to TAC for any third party updates, upgrades or scheduled support events.
4. Administrative Access
 - a. Customer agrees to grant DataServ full control of administrative access to Customer's network.
 - b. DataServ will grant access to third parties and/or a Customer designee as needed upon receipt of Customer approval. Customer assumes all liability and responsibility while access is granted.
5. Service Exclusions
 - a. All items listed in the "Exclusions" section of the Terms and Conditions.
 - b. All items not listed in a specific Appendix under Service Details.
 - c. Service expansion, such as:
 - i. Operating system/system software version level upgrades
 - ii. Introduction of new or upgrading of line of business (LoB) applications
 - iii. Expansion of facilities
 - iv. New or expansion of functionality such as high availability, etc.
 - v. Professional services relating to the normal lifecycle replacement of system level components such as servers, network components, etc.
 - vi. Expansion of services, such as wireless or phone systems
 - d. Requests outside the scope of any Service Appendix will be handled as a new project(s) and will be engineered and quoted by DataServ for prior approval by the Customer before commencement.
6. Network Documentation
 - a. Network documentation provided to the Customer as part of the IST Assessment deliverable.
 - b. Updated documentation will be made available to the Customer upon their written request.

Customer Initial: _____

DataServ Initial: _____



31280 Viking Parkway
Westlake, Ohio 44145
1.800.560.7378
www.dataservtech.com

APPENDIX C
SERVICE APPENDIX: MANAGEMENT AND MONITORING AS A SERVICE (MAAS)

Services covered under this specific Appendix are (unless otherwise stipulated):

1. Service Details
 - a. DataServ will be providing services for 28 servers and 3 ESX hosts
 - b. Systems Management:
 - i. DataServ will act as the primary responsible party for Customer:
 1. Internal IP addressing schema
 2. DHCP
 3. DNS
 4. Active Directory
 5. System level login and passwords
 6. Moves, adds and changes of personnel
 - c. Server, Storage and Systems Software Monitoring/Management:
 - i. Patch management
 - ii. Operating system monitoring
 - iii. Operating system software update/upgrade (within the same version)
 - iv. Virtualization of systems software update/upgrade (within the same version)
 - v. Anti-virus protection
 - vi. Application/database monitoring (where defined)
 - vii. Hardware monitoring
 - viii. Storage systems
 - ix. Critical services
 - d. Server ESX Hosting Monitoring:
 - i. Monitoring of hosts and notifications
2. Term
 - a. The term for this service is month to month, to remain in place no later than June 30, 2020. At such time, a multi-year agreement will be provided to the Customer. Either party can provide 90 day advanced notice of termination of service.
3. Service Fees
 - a. Fees are monthly unless otherwise specified.
 - b. If a change to the Customer environment occurs that increases the quoted usage amounts, DataServ will adjust the Customer's bill to include the additional services.

Service	Monthly Payment (ACH Discounted Rate)
Server Monitoring, Administration and Patch Management	\$6,437
Note: If applicable, the prices does not include sales tax.	
Payment Method:	ACH
Payment Terms:	Prepaid
Billing Cycle:	Monthly

Customer Initial: _____

DataServ Initial: _____



31280 Viking Parkway
Westlake, Ohio 44145
1.800.560.7378
www.dataservtech.com

APPENDIX D

SERVICE: BACK UP, MONITORING, RESTORATION AND DISASTER RECOVERY MANAGED SERVICE

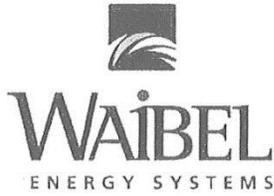
Services covered under this specific Appendix are (unless otherwise stipulated):

1. Service Details

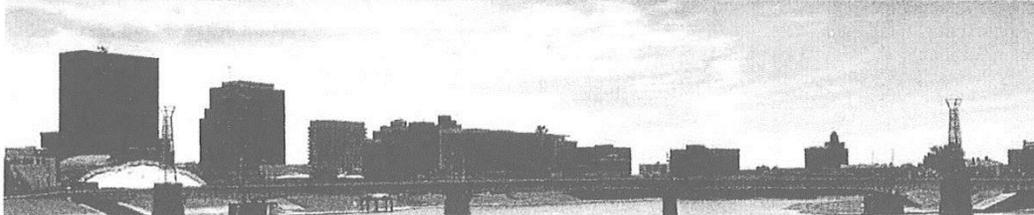
- a. DataServ will be providing services for up to 24TB capacity with remote retention
- b. DataServ is providing a Backup, Restoration and Disaster Recovery Managed Service as part of this Agreement. The ownership and integrity of the data being backed up as part of this managed service is the responsibility of the Customer.
- c. DataServ may provide an appliance that acts as both a local storage device and stand-by server in the event of server and/or workstation failure (provided the appliance has ample capacity to support the restored virtualized system(s) based on the agreed upon retention schedule. This service encompasses Windows servers only.
- d. Retention schedule to be discussed and agreed upon by the Customer and DataServ based on the Customer's Recovery Point Objective (RPO) and Recovery Time Objective (RTO) before deployment.
- e. If additional local or off-site storage is needed, an upgrade fee at the then current rate will be payable, as well as the difference between the price of the new, upgraded service and the existing service. Backups will be paused during the upgrade process to a larger unit.
- f. DataServ to run a test virtualization of existing Customer servers to determine compatibility and time for potential future virtualization efforts.
- g. DataServ to provide ongoing monitoring, limited to:
 - i. ensure successful local and off-site backups
 - ii. ensure integrity of backups at both the local and off-site locations
 - iii. Provide notification at 75% capacity.
- h. Upon notification to the Customer of capacity status, DataServ will work with Customer to determine corrective action.
 - i. Evaluate, and adjust as necessary, retention policy.
 - ii. Remove unnecessary back up images as defined by Customer
 - iii. Create new base images and send to off-site data repository
 - iv. Provide options for increased capacity at then current pricing
- i. Basic file restoration will be performed by DataServ.
- j. Undertake annual disaster recovery off-site back up and virtualization testing with off-site backup provider.
- k. In the case of a DataServ provided hardware failure of the appliance, DataServ will replace the hardware and re-establish back up and disaster recovery services.
- l. In the event of a failure of a customer owned system that is backed up by the service:
 - i. DataServ will provision a virtual machine on the unit (provided the unit has ample capacity to support the restored virtualized systems(s). (Customer operating system needs to be at a virtualization capable level.)
 - ii. Additional assistance is available at the Time and Material rates identified in this Agreement:
 1. The responsibility for the repair of the existing Customer owned server will rest with the Customer.
 2. The Customer will be responsible for the transfer of data back to the Customer owned server.
 3. The restoration of any file or backup image will be the Customer's responsibility.
- m. If the Customer's data is encrypted and/or corrupt:
 - i. DataServ will assist by providing remote telephone support during standard business hours (as identified below) on the unit to allow Customer access to, and restoration of, their last known valid backup
 - ii. Any work done outside of standard business hours will incur Time and Material rates as identified in this Agreement.

Customer Initial: _____

DataServ Initial: _____



Performance Based Agreement



**PERFORMANCE BASED AGREEMENT
BY WAIBEL ENERGY SYSTEMS**

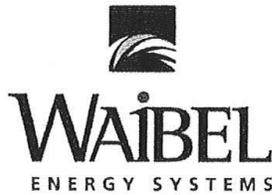
PROPOSAL FOR:
Matt Robbins
Eaton Community Schools
304 Eaton Lewisburg Rd.
Eaton, Ohio 45320

OUR OFFICE:
Waibel Energy Systems
815 Falls Creek Drive
Vandalia, OH 45377

DATE:
June 5, 2019



"The Way Buildings Work Better"



WAIBEL PERFORMANCE BASED AGREEMENT
In addition to financial value, when you partner with Waibel Energy Systems you can expect:

Superior Service Delivery

Priority Response – As a Performance Based Agreement holder you will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - WES utilizes a computerized scheduling program to ensure that all services included in the Agreement are performed.

Waibel's Service Delivery Process ensures consistent quality through:

- Uniform service delivery,
- Pre-job parts planning,
- Documented work procedures,
- Efficient and economical delivery of services, and
- Emphasis on Safety & Environment.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit. Each WES technician will complete their work order and documentation electronically to capture the details for future records and accuracy.

Operational System Optimization – The WES team will work together to review operating sequences and practices for the systems and equipment covered by the Agreement and advise you of operational improvement opportunities.

Training for Facility Staff - Concurrent with annual start-up, your WES technician will offer instruction to your staff on proper operation of systems and equipment covered by the Agreement.

Health and Safety

Safety Management Program - Our Safety Management Program includes monthly safety training for all WES field personnel, jobsite audits, technician job safety analyses, and other key risk assessments and control strategies. WES is a proud Associated Builders and Contractors (ABC) Contractor- Platinum Level in Safety.

Drug-Free Workplace – WES maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.

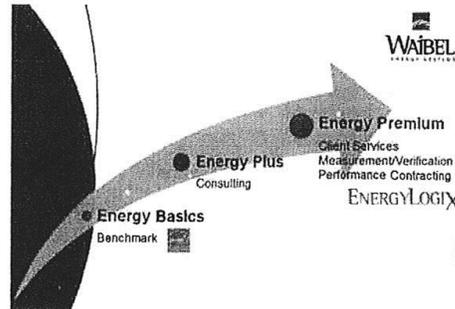
Security/Background Checks – Our Field Associates wear and display a photo identification badge. All Field Associates are FBI Background checked and their credentials are on their badge as well.

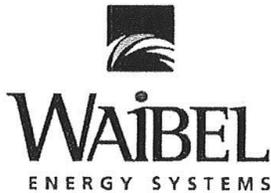
Environmental Management

Refrigerant Policy - WES practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Program - WES maintains and uses the Trane Refrigerant Management Software (RMS) to capture, manage and report refrigerant activity. The Refrigerant Activity Report Form is used by the technician to

“The Way Buildings Work Better”

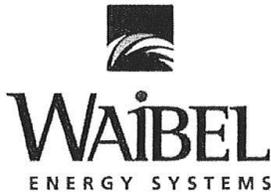




Services Waibel Can Provide Your Organization

- Air and Water Balancing
- BuildingLogiX
- Building Automation or Controls Services
- Building Optimization Survey
- Capital Planning for Five Year Forecasting
- Client Services/Analytics
- Coil Cleaning
- Combustion Analysis
- Eddy Current Testing
- Energy Services and Consultation
- Engineering Services
- Facility Services – Custodial, Grounds, and Maintenance
- Filter Program
- Glycol Concentration Test
- House Bill 264 or 153
- Infrared Scanning
- Laser Alignments
- Lithium Bromide Analysis
- NCPA or US Communities Pricing on Larger Projects
- Oil Analysis
- Parts Department to Meet All of Your Parts Needs
- Performance Based Service Agreements – Energy Guarantees
- Planned Overhauls or Rnewals
- Pressure Testing
- Preventative Maintenance
- Refrigerant Monitoring
- Retrofits
- Safety Inspections on Equipment
- Security – Access Controls, Badges and Surveillance Cameras
- Strainer Cleaning
- Tube Brushing
- Vibration Analysis
- Water Treatment

“The Way Buildings Work Better”



 **Our Team**

Account Manager – Matt Musselman

Employed by WES, this person works as a liaison with your designated administrator or staff member to assure overall satisfaction and effectiveness of work performed. The Account Manager will help facilitate all pricing requests for any additional contract work. All work can be quoted at US Communities and/or NCPA pricing.

Service Team Leader – Zac Prichard

Employed by WES, this person functions with our on-site personnel and our inside operations team. This provides a higher level of customer service when it comes to scheduling, invoicing and asset tracking records plus a lot more. This important role will coordinate all proactive service and follow-up on any reactive action required to ensure we maintain the highest level of service.

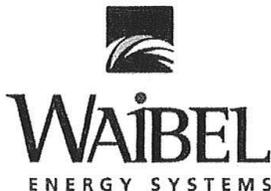
Energy Manager – Nathan Lammers

Employed by WES, the Energy Manager is tasked with working with the District to maintain and improve success. To do this, energy use and building controls will be remotely analyzed on a real-time basis; any discovered system inefficiencies will be acted on quickly. Additionally, energy use will be reconciled quarterly and reported to the District along with recommendations and plans for continuous improvement. Finally, the Energy Manager is available to help evaluate third party energy programs.

HVAC/Controls Technician – Pete Michael

Employed by WES, the HVAC/Controls Technician is tasked with working with the District to complete on-site work in a timely and professional manner following the scope of services within this agreement. The technician will be fully knowledgeable about your facility and will be proactive with bringing any issues to your attention.

“The Way Buildings Work Better”



- Written reports and logs on all equipment
- 24 Hour emergency service is included

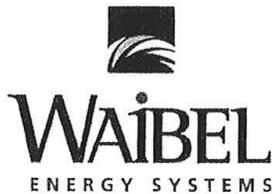
2) List of Equipment and Services by Building

Service/Inspections Provided:

PT = PRESSURE TEST	PM = PREVENTIVE MAINTENANCE	OA = OIL ANALYSIS
SC = STRAINER CLEANING	GA = GLYCOL CONCENTRATION TEST	RA = REFRIGERANT ANALYSIS
PCA = COUPLING ALIGNMENTS	RB = BELT CHANGE	CC = COIL CLEANING
OI = OPERATING INSPECTION	H2O = WATER TREATMENT	CA = COMBUSTION ANALYSIS
SI = SAFETY INSPECTION	ECI = ENERGY/CONTROLS INSPECTION	RF = FILTER CHANGE
VA = VIBRATION ANALYSIS	AM = ANNUAL MAINTENANCE	SE = SYSTEM EVALUATION
HSS = HIGH PRESSURE SPRING START UP	HWM = HIGH PRESSURE WINTER MNT	WS = WINTER START UP
LSS = LOW PRESSURE SPRING START UP	LWM = LOW PRESSURE WINTER MNT	BA = BURNER ASSEMBLIES
COI = COOLING OPERATING INSPECTION	CSU = COOLING START UP	HSU = HEATING START UP
HOI = HEATING OPERATING INSPECTION	CSD = COOLING SHUT DOWN	HSD = HEATING SHUT DOWN
HW = HEAT WHEELS	VFD = VARIABLE FREQUENCY DRIVES	WM = WINTER MAINTENANCE
CB = CLEAN OUT BASIN & FILL TOWER	PA = PUMP ALIGNMENT	SS = SPRING START UP
DT = DRAIN COOLING TOWER	RM = REFRIGERANT MONITOR	CHEM = CHEMICAL TEST
TBC = TUBE BRUSHING - CONDENSER	LBA = LITHIUM BROMIDE ANALYSIS	ET = EDDY CURRENT TEST
TBE = TUBE BRUSHING - EVAPORATOR	EC = ENERGY CONSULTATION	IR = INFRARED TESTING

HIGH SCHOOL			
QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))
1	Air Cooled Chillers	Trane	OI(2), CC(1)
1	Condensers	Trane	OI(1), CC(1)
1	Control System	Trane/BLX	SE(2)
MIDDLE SCHOOL			
QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))
1	Air Cooled Chillers	Trane	OI(2), CC(1)
1	Condensers	Trane	OI(1), CC(1)
1	Control System	Trane/BLX	SE(2)
BRUCE ELEMENTARY			
QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))
1	Air Cooled Chillers	Trane	OI(2), CC(1)
1	Control System	Trane/BLX	SE(2)
EAST ELEMENTARY			

“The Way Buildings Work Better”



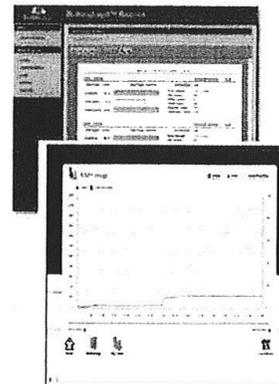
Quarterly Energy Tracking

- WES provides monthly energy tracking to gain insight to areas where time can be well spent to find and maintain the most savings. Reviewing this along with our monthly analytics review makes a lot of sense.
- WES will take the responsibility for providing these reports as part of our review and accountability reports.

Client Services

Provides behind the scenes monitoring of alarms and the latest in building analytics. We have your back and are keeping you informed while looking ahead to avoid comfort issues and unwanted energy costs.

- WES will monitor proper connectivity for reliability and receiving of alarm notifications
- Remote inspections of building performance for comfort and energy
- Intelligent dispatching and response
- On-call response to notify and respond when needed
- Maintain licenses, backups and updates for web browsers and software updates



Energy Savings and Controls Visit with Guaranteed Savings

- (2) On site Visits by our Controls Service Team
- (2) On Site Control Visits (Utilizing reports and analytics)
- Each visit will consist of visual and functional testing including:
 - Comfort performance issues identified
 - Energy Savings Measures
 - End device and sensor adjustments/calibrations
 - Damper and valve performance (PID loops)
 - Tracking/Applications and system checks
 - Communication and database verification
 - Review of reports and analytics

“The Way Buildings Work Better”



4) Additions and Exceptions

- a) Service and Repair Rates — All additional service and repairs will be quoted on a separate basis. As an Agreement holder you are entitled to a Preferred Labor Rate on repair services not covered by this Agreement. Your Preferred Labor Rate is 29% off our published street rate.
- b) Written Reports — If services or repair work are needed beyond this Agreement, written reports shall be provided at the end of any work completed including any future recommendations.

5) Pricing & Acceptance

Performance Based Agreement		Year 1
Total		\$19,664.00
	Quarterly Cost	\$4,916.00

ACCEPTANCE

Proposal Submitted

Submitted by: Matt Musselman

Title: Account Manager

Company: Waibel Energy Systems

Date: 6/5/2019

Proposal Acceptance

Authorized by: _____

Title: _____

Date: _____

PO Number: _____

**AGREEMENT
BY AND BETWEEN
PREBLE COUNTY BOARD OF DD
AND
EATON COMMUNITY SCHOOLS**

THIS AGREEMENT is entered into by and between PREBLE COUNTY BOARD OF DD, located at 200 Eaton Lewisburg Rd. Eaton, OH 45320, hereinafter referred to as "PCBDD", and EATON COMMUNITY SCHOOLS, located at 306 Eaton Lewisburg Road, Eaton, OH 45320, hereinafter referred to as "ECS".

The term of this agreement shall commence on June 7th, 2019 and shall remain in effect through August 7th, 2019.

WHEREAS, PCBDD desires to provide Summer PLAY Program for the benefit of ECS;

WHEREAS, EATON CITY SCHOOLS desires to obtain the services of PCBDD to provide Summer PLAY Program for the benefit of ECS;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I. Nature of Contract

ECS desires to obtain the services of PCBDD for Summer PLAY services and PCBDD agrees to:

- A. Orient with appropriate ECS personnel to learn agency systems for areas in which services will be performed.
- B. Summer PLAY Program-Scope:
 - a. PCBDD and Strategies for Behavior Management (SBM) will facilitate a weekly activities group every Wednesday June 5th through August 7th, 2019 from 930am -- 1130am. There will be different activities planned for the children with their sensory, behavioral, and communication needs in mind. See attached schedule, attachment A.
- C. PCBDD and SBM staff will perform services offsite and will achieve the outcomes mutually agreed upon.
- D. PCBDD and SBM assigned staff will be available by phone and email for consultation.
- E. PCBDD and SBM will provide opportunities to further develop children's socialization skills. See Attachment B for a complete description of the Summer Play Program.

Section II. Relationship of Parties

- A. ECS and PCBDD are independent legal entities and ESC employees or contractors shall not be considered employees of PCBDD for any purpose including, but not limited to, retirement benefits, worker's compensation, unemployment compensation, health insurance, mileage reimbursement, or any other fringe benefit

Section V. ECS Obligations

- A. ECS shall be responsible for compliance with all Federal, State, and Local laws and regulations and all administrative rules promulgated under the authority of such laws.
- B. ECS will provide one ECS employee to attend each session per Attachment A.
- C. ESC will assist PCBDD by placing at its disposal all available information pertinent to the services to be provided.
- D. ESC agrees to remit payment to PCBDD within 15 days of invoicing.

Section VI. Rate and Payment

- A. ECS shall make payments for services rendered under this Contract. Unless this Contract specifically provides otherwise, all payments shall be made in full.
- B. ECS all-inclusive rate, to include both on and offsite work by all PCBDD staff, any travel costs and business/training expenses is \$2,000.00.

Section VII. Dispute Resolution

PCBDD shall respond in a timely manner to any deficiencies or complaints made by ECS for services described herein.

Section VIII. Indemnification

Each party agrees to accept and be responsible for its own acts or omissions, as well as the authorized acts or omissions of its employees, directors, officers, subcontractors, agents, or other members of its workforce, in complying with the terms of this Agreement. Nothing in this Agreement shall be interpreted to place responsibility for any professional acts or omissions onto the other party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of either party pursuant to this Agreement shall be the responsibility of the respective parties as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures. Such obligations shall survive the expiration or termination of this Agreement.

Section IX. Termination/Amendment/Addendum

- A. Either party may cancel this contract at any time with sixty (60) days written notice sent by certified mail, return receipt requested, to the other party.
- B. This contract may be amended by mutual agreement of both parties.
- C. PCBDD and ESC may mutually agree to attach an addendum to this contract. The terms and provisions of any addendum shall supersede any other conflicting or inconsistent terms and provision in this

- D. Neither this contract nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other party.
- E. Neither party shall be liable to the other in the event that circumstances or events beyond that party's reasonable control (a Force Majeure Event) prevents, restricts, or interferes with that party's performance of its obligations under this Agreement, so long as the affected party notifies the other party when the Force Majeure Event occurs and uses its best efforts to resume performance promptly after the Force Majeure Event.
- F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates shown below for the agreed upon consultative services.

PREBLE COUNTY BOARD OF DD.

By: Bethany Schultz
Bethany Schultz, Superintendent

Date: June 6, 2019

EATON COMMUNITY SCHOOLS

By: _____
Jeff Parker, Superintendent

Date: _____

APPROVED AS TO FORM
Martin P. Votel
PROSECUTING ATTORNEY

BY: [Signature]
ASSISTANT PROSECUTING ATTORNEY

- Attachments:
- A: Summer PLAY Program Schedule
 - B: Summer PLAY Program Description
 - Exhibit 1 Business Associate Agreement

- f. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 - 1320d-8 and regulations promulgated there under as may be amended.
 - g. *HIPAA Rules* means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. *Individual* includes the individual receiving services from PCBDD and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
 - i. *Protected Health Information ("PHI")* is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.
 - j. *Underlying Service Contract* means the contract entered into between PCBDD and the Business Associate.
2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give PCBDD any right to control the Business Associate's conduct in the course of performing a service on behalf of PCBDD.
 3. PCBDD shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
 4. This Business Associate Agreement states terms and conditions which are in addition to those in the Underlying Service Contract. Nothing in this Agreement shall be interpreted to change the terms of the Underlying Service Contract except to the extent that such a change is specifically required under the terms of this Agreement.
 5. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA Rules applicable to covered entities and business associates, and as follows:
 - a. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
 - Disclosure is required by law; or
 - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
 - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
 - b. To permit the Business Associate to provide data aggregation services relating to the health care operations of PCBDD.

12. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of PCBDD available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining PCBDD's compliance with the HIPAA Rules, and any amendments thereto.
13. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Rules, including, without limitation, accountings required under 45 CFR 164.528.
14. Upon termination of this Agreement, the Business Associate shall, at the option of PCBDD, return or destroy all PHI created or received from or on behalf of PCBDD. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide PCBDD with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable HIPAA Rules to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
15. The PHI and any related information created or received from or on behalf of PCBDD is and shall remain the property of PCBDD. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
16. Any non-compliance by the Business Associate or PCBDD with the terms of this Agreement or the HIPAA Rules shall be a breach of this Agreement. If either the Business Associate or PCBDD knows of such a breach, each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
17. Notwithstanding any rights or remedies under this Agreement or provided by law, PCBDD retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
18. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
19. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
20. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated there under. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.



IMSE Contract Agreement

This contract agreed to on May 10, 2019 is between the Institute for Multi-Sensory Education ("IMSE"), whose address is 24800 Denso Drive, Suite 202, Southfield, MI 48033, and Eaton Community Schools whose address is 306 Eaton Lewisburg Rd, Eaton, OH 45320.

IMSE Comprehensive Orton-Gillingham Training (30-hour):

A hands-on, personalized session that provides an understanding of IMSE's enhanced Orton-Gillingham method and the tools necessary to apply it in the classroom. After participating in this training, teachers will be better able to assess, evaluate and teach children how to read, write, and spell proficiently.

Teachers will receive training with respect to:

- Phonemic awareness
- Multi-sensory strategies for reading, writing and spelling
- Syllabication patterns for encoding / decoding
- Reciprocal Teaching for reading comprehension
- Multi-sensory techniques for sight words
- Student assessment techniques
- Guidelines for weekly lesson plans

Materials Provided by IMSE:

- *IMSE Comprehensive Training Manual*
- *IMSE Assessment Manual*
- *Recipe for Reading*
- *IMSE Comprehensive Syllable Division Word Book*
- *Interventions for All: Phonological Awareness*
- *IMSE Phoneme/Grapheme Card Pack*
- *Access to IMSE's Interactive OG for 1 year*

Participants will need to bring the following supplies to the first day of training:

- Red crayon
- Green crayon
- Two Highlighters of varying colors
- Sticky notes
- Notebook
- Scissors
- Glue

Dates of the training are:

August 12-15
30 contact hours



Unless expressly authorized by IMSE, the Materials shall not be copied or reproduced in any fashion. Further, the School/School District shall not modify the Materials in any way or reproduce, share, distribute or utilize them to perform unauthorized trainings.

The School/School District acknowledges that IMSE owns certain trademarks and copyrights hereinafter referred to as the "Intellectual Property."

The Intellectual Property includes all trademark registrations and unregistered trademark usages of IMSE, Reading Venture One LLC, INSTITUTE FOR MULTI-SENSORY EDUCATION, SENSATIONAL SAND, SEE HEAR FEEL THE DIFFERENCE including both word mark and design applications and other certain brands, trademarks and services marks owned and used by IMSE.

The Intellectual Property further includes all copyrights, both registered and unregistered, owned and used by IMSE, any non-registered copyrights in the Materials, any and all authorized or unauthorized video and audio recording created by the School/School District discussing the Materials and any and all authorized or unauthorized modified Materials produced by the School/School District.

IMSE shall have and shall retain ownership of all right, title and interest in and to Materials and Intellectual Property enumerated herein.

Unless expressly indicated otherwise herein by IMSE, even if the School/School District has previously obtained IMSE's written permission to use any Materials, the School/School District agrees to obtain written consent each time before using the Materials enumerated above.

Except as expressly stated herein, the School/School District acknowledges that it has no right, title, or interest of any kind on any legal basis in or to the Materials or the Intellectual Property enumerated above.

Upon termination of this agreement, the School/School District agrees to immediately return to IMSE any printed and/or recorded Materials and/or Intellectual Property that the School/School District may have in its possession or control.

Indemnification of IMSE

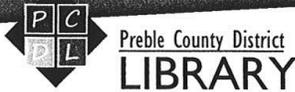
The School/School District, and its successors and assigns shall indemnify and hold harmless IMSE and its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assigns from and against any and all claims, liabilities, losses, costs or expenses, including but not limited to actual attorney fees and related costs and expenses, and damages, whether known or unknown, joint or several, incurred by such parties and related to or arising in any manner whatsoever from the performance of this engagement.

IMSE may, but is not required, to engage at the expense of the School/School District separate counsel of our choice in connection with any legal matter to which this indemnification may relate.



Notices

All notices required or permitted to be delivered under this agreement will be sent, if to IMSE or the School/School District, at the addresses set forth in this agreement or to such other name or address as may be given in writing to the other party. All notices under this agreement will be sufficient if delivered by electronic mail or overnight mail.



Attachment I
450 South Barron Street
Eaton, Ohio 45320
Phone: 937-456-4250
Fax: 937-456-6092
pcdl@preblelibrary.org

SEO Consortium Subcontract between the Preble County District Library and Eaton Community Schools

2019-2020

The Preble County District Library (PCDL) is the primary entity with which the SEO (Serving Every Ohioan) Consortium has a contract. PCDL is offering to subcontract with the independent libraries of Preble County in order to provide access to more materials to the library patrons of Preble County and defray the overall costs of belonging to a larger consortium.

This subcontract with the independent libraries of Preble County in no way negates the original and binding contract with the SEO Consortium. By signing this contract, the independent entity agrees to abide by SEO Consortium contract as well as the addendums below.

The PCDL Board of Trustees and the school board of education for Eaton Community Schools through such powers that are delegated to their administrators shall govern this agreement.

In order to ensure clear communication, one school librarian will serve as a representative. The duties of this representative will be to communicate overall concerns to PCDL. Training questions will be addressed directly with the SEO helpdesk. Cataloging questions, if not involving actual creation of bibliographic record by PCDL, will be addressed directly with the SEO Consortium. Maintenance and upgrade changes will be announced through the SEO Consortium listservs.

The Eaton Community Schools agree to provide an annual payment of \$3,000.00, as billed via the Preble County District Library within 60 days of receipt. This charge is based on the SEO consortium service fee. The service fee is subject to change from year to year. In the event SEO Consortium's price structure change, this contract will be null and void and a new contract with the new service fees will be provided.

Furthermore, the Eaton Community Schools agrees to independently contract and assume all costs for participating in the state-wide delivery system for deliveries. PCDL will continue to provide free delivery of materials requested within Preble County.

Should the librarian have materials that cannot be copy cataloged by the librarian, the librarian can independently request with SEO to create a bibliographic MARC record via OCLC's CatExpress. The OCLC fees will be paid for by the entity that requested this service and not PCDL. OCLC into the world's largest library cooperative and subcontracts with the SEO Consortium for discounted charges.

Should the school librarian want to continue having PCDL copy catalog materials instead of doing it themselves, the charges for PCDL copy cataloging will be at a rate of \$11.00/hour. PCDL will bill for the charges. Payments are due within 60 days.

Should the school librarian violate the contract agreement with the SEO Consortium, any punitive actions SEO Consortium deems necessary will occur only with the Independent library that has broken the contract and not with the other Independent libraries subcontracted with PCDL or with PCDL itself. The SEO Consortium will contact the librarian's supervisor and inform that person the reason for punitive action.

**Preble County Educational Service Center
Contract Amount for FY 2020
Pursuant to O.R.C. 3313.845**

County ESC PREBLE County IRN 049254
District EATON COMMUNITY County PREBLE
District IRN 043935

The above named parties have entered into a contract for services for fiscal year 2020 in an annual amount of \$1,242,249.

We, the undersigned, understand that the above annual amount will be deducted from state foundation payments to the school district and paid to the county educational service center on a bi-monthly basis throughout the fiscal year.

The District agrees to pay, for any programs or services in which it has elected to participate, the pro-rata share of any unemployment benefits which may become payable due to the cancellation of the service or program.

We also understand this amount is subject to change contingent upon state funding, student participation or significant increase in costs.

Print District Superintendent Name District Superintendent Signature Date

Print District Treasurer Name District Treasurer Signature Date

Print ESC Superintendent Name ESC Superintendent Signature Date

Print ESC Treasurer Name ESC Treasurer Signature Date

Montgomery County Educational Service Center

2019-2020 School Year

SERVICE AGREEMENT

Eaton Community School District

This AGREEMENT shall serve as a contract between the Eaton Community School District ("District") and the Montgomery County Educational Service Center ("Montgomery County ESC") beginning on July 1, 2019 and ending on June 30, 2020. Services will be provided and billed for the 2019-2020 school year.

1. SERVICES

- a. The Montgomery County ESC shall provide the following services to the District including but not limited to:

Adapted Physical Education Services	Physical Therapy Services
Autism Instruction	School Psychology Services
Gifted Instruction	Speech Therapy Services
Gifted Supervision	Attendance Officer Services
Interpreter Services	Audiology Services
ED Instruction	Literacy Coordinator Services
MD Instruction	One-to-One/Billable Aide Services
Nursing Services	Vision Intervention Services
Occupational Therapy Services	Hearing Intervention Services
Preschool Instruction	Orientation & Mobility Services
Mental Health Services	Special Education Supervision
Home Instruction	Curriculum Supervision
Assessment Services	Day Treatment

2. COMPLIANCE

- a. Instructional Programs and Related Services shall be rendered in compliance with law, and in accordance with acceptable standards and caseload.

3. COMPENSATION

- a. Based on the estimated cost of the services provided by the Montgomery County ESC, as provided above, the District agrees to pay the Montgomery County ESC the amount of **\$234,447.43** pursuant to R.C. 3313.845 or applicable law. Both the District and the Montgomery County ESC understand and agree that this amount is based on estimated costs only and shall be modified pursuant to Section 3(c) of this Agreement.
- b. The District agrees to make payment in the amount listed in Section 3(a) to the Montgomery County ESC by having this amount deducted from the District's state foundation payments and paid instead to the Montgomery County ESC by approving the Contract pursuant to O.R.C.3317.11 (D) through the Ohio Department of Education.
- c. Reconciliation of actual costs for said services, to funds received shall be made at the end of the fiscal year, and any amount due from the District or refundable to the District shall be paid directly at the close of the fiscal year.

4. LICENSURE/CERTIFICATION

The Montgomery County ESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the Montgomery County ESC for inspection, upon request, by the District.

5. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Montgomery County ESC will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied.

EATON
FY 20 FOUNDATION SUMMARY

Program	Rate	Unit	Requested	Est. Foundation Deduct FY20	Est. Foundation Deduct FY19	Projected FY19 Actual Usage
Assessment	\$ 4.22	ADM	yes	8,082.82	8,015.50	8,015.50
Autism	\$ 3.44	ADM	yes	6,584.16	6,334.20	6,334.20
Hearing	\$ 1.65	MIN/STUDENT	based on referral	26,416.50	24,879.13	26,415.78
Low Vision	\$ 1.67	MIN/STUDENT	based on referral	11,372.70	4,458.90	11,372.70
Emotionally Disturbed	\$ 237.00	DAY	based on referral	-	-	-
Multiple Disabilities	\$ 275.00	DAY	based on referral	-	-	-
Mental Health	\$ 42.00	DAY	based on referral	-	-	-
YPH	\$ 110.00	DAY	based on referral	-	-	-
Day Treatment	\$ 275.00	DAY	based on referral	-	-	-
Preschool	\$ 277.00	DAY	based on referral	-	-	-
Special Education Supervision	\$ 705.00	DAY	-	-	-	-
Speech Supervision	\$ 582.00	DAY	-	-	-	-
Gifted	\$ 675.00	DAY	65.00	43,875.00	35,090.00	42,185.00
Curriculum Supervision	\$ 650.00	DAY	-	-	-	-
School Psychologist	\$ 121,475.00	FTE	-	-	-	-
Speech Therapy	\$ 106,190.00	FTE	-	-	-	-
Attendance Officer	\$ 123,200.00	FTE	-	-	-	-
Occupational Therapy	\$ 119,866.00	FTE	0.75	89,899.50	109,557.00	153,846.00
Physical Therapy	\$ 131,325.00	FTE	0.39	51,216.75	52,059.00	48,974.31
One-On-One Assistant	\$ 38,000.00	FTE	-	-	-	-
Other	\$ -	-	-	-	-	-
GRAND TOTAL				\$ 237,447.43	\$ 240,393.73	\$ 297,143.49

Changes to any of the services listed above (such as an increase or decrease in students, may result in changes to related services).

* Direct billed for FY19