

EATON BOARD OF EDUCATION REGULAR MEETING

Google Meet Live Stream

May 11, 2020

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 B. Myers Present

L. Noble Present T. Parks Present

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

D. Recognition of Employee Achievement

The Eaton Board of Education and Administration wishes to recognize the following educators who have completed the Resident Educator Program and received their five-year professional license, and commend them on their dedication to the educational process:

Lauren Duvall
Stacey Webb

Additionally, the Eaton Board of Education and Administration wishes to recognize the following educators who have passed the Resident Educator Summative Assessment in year 3 of the program

Shelby Bulach
Jana Haddix
Derek Lucas
Hilary Toerner

Congratulations!

E. Recognition of Visitors

1. Brad Adams, VSWC Architects, and Brad Neavin, Pruehs & Associates, to discuss the Tennis Court Project.

Mr. Parker said the tennis court project is 100% privately funded.

Graduation Update – Mr. Parker said Miami University officially cancelled our graduation this past Thursday. Mr. Parker and Mr. Couch checked with our insurance provider and Preble County Health Commissioner to explore an in-person graduation, but will not be able to do a gathering. Instead, a virtual graduation ceremony will be held with a date yet to be determined.

F. Executive Session

To consider the employment of a public employee or official.

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

The following individuals were invited to attend: Jeff Parker, Rachel Tait, MissAnne Imhoff, Joe Scholler, Matt Robbins, Scott Couch, and Brian Camp .

Motion by Mr. Durham , second by Mr. Beeghly to convene executive session.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion Passed .

#1920-062

President convenes executive session at 6:40 p.m.

President resumes open session at 8:38 p.m.

Treasurer's Note – Mr. Beeghly exited Executive Session at 7:16 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 items A through B are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

A. The Treasurer recommends approval of the following:

1. Approve minutes of the April 13, 2020 Regular Board Meeting.
2. Submission of Warrants for April.
3. Submission of Financial Report for April.
4. Submission of Investment Report for April.
5. Approve FY20 Supplemental Appropriations by Fund.
6. Approve FY20 revised Five Year Forecast.
7. Return advance in the amount of \$2,951.16 from Title IV-A 599-9220 to General Fund 001-0000.
8. Return advance in the amount of \$60,000.00 from Athletics 300-9500 to General Fund 001-0000.
9. Return advance in the amount of \$53.58 from Preschool IDEA Grant 587-9220 to General Fund 001-0000.

10. Approve agreement with Hunter Consulting Company, through Southwestern Ohio Educational Purchasing Council Group Program for Ohio Worker's and Unemployment Compensation. This fee will not exceed \$1,415.00 for June 1, 2020 through May 31, 2021.

B. Resolution for Salary Continuation

The Administration recommends approval of a resolution authorizing payment in full of teacher and non-teaching employees during COVID-19 school closure.

WHEREAS, on March 9, 2020, Governor DeWine declared a State of Emergency in Executive Order 2020-01D; and

WHEREAS, on March 11, 2020, the head of the World Health Organization declared COVID-19 a pandemic; and

WHEREAS, on March 22, 2020, the Director of Public Health issued a "Stay at Home" Order; and

WHEREAS, Governor Mike DeWine closed all Ohio schools from March 16, 2020, until at least the end of the 2019-2020 school year; and

WHEREAS, as a result of these events, some teachers and non-teaching employees may be assigned to atypical assignments, may be required to report to work on different schedules, and may not be able to complete performance of certain duties; and

WHEREAS, under Ohio Revised Code 3319.08(B) and 3319.081(G), the Board must pay teachers and non-teaching employees for all time lost when the schools in which they are employed are closed due to an epidemic or other public calamity; and

WHEREAS, under Article 22 of the Master Agreement with the Eaton Classroom Teachers Association and under Article 26 of the Eaton School Support Personnel Association, the Board is required pay employees during public calamity; and

WHEREAS, the teaching and non-teaching employees have received a variety of assignments from the Superintendent, including remote learning assignments, work-from-home assignments, on-site reporting to work, and other atypical work environments;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education, in accordance with Ohio Revised Code 3319.08(B) and 3319.081(G) and the Master Agreements, directs the Treasurer to pay all employees during the 2019-2020 school year in full, regardless whether these employees were required to report to work due to the COVID-19 school closure.

Motion by Mr. Parks second by Mr. Myers .

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion Passed .

#1920-063

III. Reports

- A. Miami Valley Career Technology Center Report – Mr. Parks said he would like Dr. Weldy to present an update on the MVCTC building project.
- B. Parks and Recreation Board Report – Mr. Myers – No report.
- C. Superintendent Report – Mr. Parker reiterated that Dr. Weldy said the building project is progressing quickly. June 4 and 5 will be Chromebook and hot spot turn in dates.
- 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 E 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. Shelby Bulach, Teacher, resignation effective June 30, 2020.
2. Laura Cano, School Psychologist, resignation June 18, 2020.
3. Kristina Fiemeyer, First Grade Level Leader, resignation effective June 30, 2020.

B. Extended School Year Tutors

The Administration recommends approval of two (2) Extended School Year Tutors to provide extended school year services to qualified special education students, to be paid at a rate of \$20.00 per hour, not to exceed forty (40) hours each, for summer instruction.

C. Extended School Year Tutor

The Administration recommends approval of one (1) Extended School Year Tutor to provide extended school year services to qualified special education students, to be paid at a rate of \$20.00 per hour, not to exceed ten (10) hours, for summer instruction.

D. Employment of Non-certificated Substitutes

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

Substitute Bus Drivers

Jeff Barney
Timothy Halcomb
Brian Hoefler
Tammy Humphrey
Eric McCloud
Roxanne Turner

Substitute Cafeteria Workers

Nora Fogt
Glenda Gunsalus
Linda Pegg

Substitute Custodians

Melissa Boomershine
Nora Fogt
Jennifer Goldick
Glenda Gunsalus
Daniel Jennings
Michael Rettich
Tammy Humphrey
Suzanne Stephen
Raquel Turner
Kaleb Wilson

Substitute Educational Aides

Anne Ashworth
Heather Bowser
Sarah Clabaugh
Daphne Durham
Marcia Durham
Kathleen Erbaugh
Karen Hamilton
Susan Kiracofe
Cynthia Kuehlthau
Mary Mendenhall
Ellen Mitchell
Beverly Stutzman
Raquel Turner

Substitute Health Aides

Paula Connerley
Donna Deaton
Susan Kiracofe
Traci Marker

Substitute Secretaries

Sarah Clabaugh
Marcia Durham
Kathleen Erbaugh
Jennifer Goldick
Cindy Kuehlthau
Ellen Mitchell
Tammy Humphrey
Raquel Turner

E. Post Temporary Positions

The Administration recommends approval up to three (3) technology helpers to be filled as needed, and paid at a rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of ten (10) weeks and two (2) days; as needed from June 4, 2020 through August 14, 2020.

Motion by Mr. Durham second by Mr. Beeghly .

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion Passed .

#1920-064

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 F through O 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.

F. Memorandum of Understanding – Teacher Evaluation System

The Administration recommends the Memorandum of Understanding between the Eaton Community Schools Board of Education (Board) and the Eaton Classroom Teachers Association (Association).

WHEREAS, the Board and Association have entered into a Collective Bargaining Agreement (CBA) which is effective from July 1, 2017 through June 30, 2020;

WHEREAS, the Ohio Legislature passed HB 197 on March 25, 2020 that modified the requirements under Ohio Rev. Code 3319 for the evaluation of teachers and other bargaining unit members;

WHEREAS, the parties have agreed that it is impossible or impracticable to complete evaluations for the 2019-2020 school year;

WHEREAS, the parties have entered into certain agreements with respect to the evaluation procedures for bargaining unit members that affects the parties CBA, and in that regard, desire to memorialize their agreements pertaining to same;

WHEREAS, the parties intend to amend their current CBA as set forth hereinafter, and further intend that all remaining sections of the CBA, that are not inconsistent herewith, shall remain in full force and effect;

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board and the Association that the following language shall constitute their Agreement as it relates to this matter:

1. Any bargaining unit member whose evaluation cycle, either full or less-frequent, contained all the components required by the CBA and Ohio Rev. Code, as it existed on March 16, 2020 may, at the employee’s option, be considered a complete evaluation. The employee shall not be subject to an evaluation in the 2020-2021 school year, except as required by the CBA or Ohio Rev. Code. Should the employee choose to consider their evaluation cycle complete, the Board retains its right to make employment decisions using the summative evaluation rating, pursuant to the terms of the CBA and Ohio Rev. Code, and shall do so no later than June 1, 2020. If the

bargaining unit member selects to complete the evaluation, then the bargaining unit member will be placed in the appropriate cycle for the 2020-2021 school year based on their summative evaluation as required by the CBA.

2. Any bargaining unit member without all components of the evaluation cycle, either full or less-frequent, as it existed on March 16, 2020, may, at the employee's option, choose to have an incomplete evaluation or to complete the evaluation via electronic means (e.g. telephone, video). A bargaining unit member who chooses an incomplete evaluation will redo the evaluation in the appropriate cycle in the 2020-2021 school year.

3. Bargaining unit members whose evaluations require student growth measures, who choose to complete their evaluation, who do not use value-added, will use shared attribution for their student growth measure. This will be the district's 2019-2020 value added rating of 4.

4. Due to the interruption in the evaluation process, to provide a fair evaluation of the employee, for those who choose to complete their evaluation cycle, administrators shall provide the employee the benefit of the doubt on this evaluation cycle and in no event shall bargaining unit members be rated ineffective or recommended for nonrenewal.

5. Any bargaining unit member who selects an incomplete evaluation for the 2019-2020 school year shall retain their previous evaluation rating until they have received a summative evaluation rating as defined by the CBA and Ohio Rev.Code.

6. No bargaining unit member may be nonrenewed, placed on an improvement plan, or otherwise deprived of any professional advantage due to selecting the option of an incomplete evaluation for the 2019-2020 school year.

7. The Board and Association agree to extend the implementation of OTES 2.0 until the 2021-2022 school year. The terms and conditions of employment and/or the modification or deletion of current CBA provisions impacted by the implementation of OTES 2.0 shall remain a subject of negotiation between the Board and Association. The parties agree the terms of this MOU are not intended to create a case precedent or form the basis of a past practice between or among the parties.

All other provisions of the CBA currently in effect between the parties hereto not altered by this MOU shall remain in full force and effect for the term of the CBA and no other agreements shall serve to alter the provisions of the CBA unless agreed to, in writing, between the parties hereto.

This MOU shall automatically expire at such time as all bargaining unit members who had an incomplete evaluation under the terms of this agreement have received a summative evaluation rating pursuant to the provisions of the CBA and Ohio Rev. Code.

G. Resolution

The Administration recommends approval of a resolutions to declare an emergency and authorize the Superintendent to make determinations regarding graduation of students and the modification of grading policies.

WHEREAS, on March 9, 2020, Governor DeWine declared a State of Emergency in Executive Order 2020-01D; and

WHEREAS, on March 11, 2020, the head of the World Health Organization declared COVID-19 a pandemic; and

WHEREAS, on March 22, 2020, the Director of Public Health issued a “Stay at Home” Order; and

WHEREAS, Governor Mike DeWine closed all Ohio schools from March 16, 2020, until at least the end of the 2019-2020 school year; and

WHEREAS, as a result of these events, and the transition to distance learning, the Superintendent is required to take swift action in response to the pandemic; and

WHEREAS, the Board has adopted Policies 5408, 5410, 5421, 5421, 5430, and 5460 regarding promotion, academic acceleration, placement, retention, grading, reporting student progress, high school graduation.

BE IT THEREFORE RESOLVED that the Eaton Community Schools Board of Education declares an emergency; and

BE IT FURTHER RESOLVED that the Board authorizes the Superintendent and school administration to develop and implement a modification of current grading policies for each course or grade level within the Eaton Community School District’s instructional program during COVID-19 event.

BE IT FURTHER RESOLVED that the Superintendent, in accordance with consultation with the high school principal, who shall in turn consult with teachers and counselors, is authorized to make any and all decisions concerning those students “on-track” for graduation and to determine whether or not the student has met the requirements for graduation, including regular education and special education students.

BE IT FURTHER RESOLVED that it is recognized by the Board that the Superintendent is further authorized, in accordance with the provisions set forth in Am. Sub H.B. 197, to revise the School District’s graduation requirements and to elect to require only the minimum curriculum requirements in the District for graduation in accordance with division (C) of Ohio Revised Code 3313.603 during this emergency.

H. Board Policy Updates

The Administration recommends the first reading of the following new and updated board policies (Attachment A).

1. Policy 1520 – Employment of Administrators
2. Policy 2464 – Gifted Education and Identification
3. Policy 3120 – Employment of Professional Staff
4. Policy 3120.04 – Employment of Substitutes

5. Policy 3120.05 – Employment of Personnel in Summer School and Adult Education Programs
6. Policy 3120.08 – Employment of Personnel for Co-Curricular/Extra-Curricular Activities
7. Policy 4120 – Employment of Classified Staff
8. Policy 4120.08 – Employment of Personnel for Co-Curricular/Extra-Curricular Activities
9. Policy 4121 – Employment Contract (New)
10. Policy 4162 – Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety-Sensitive Functions
11. Policy 5460 – Graduation Requirements
12. Policy 5460.02 – Students At-Risk of Not Qualifying for a High School Diploma (New)
13. Policy 6104 – Authorization to Accept and Distribute Electronic Records and to Use Electronic Signatures

I. Section 504 Policies and Procedures

The Administration recommends approval of implementation of Section 504 of the rehabilitation Act of 1973 during the 2020-2021 school year.

J. Tentative Graduation List for 2020

The Administration recommends approval of the tentative list of graduations for the class of 2020. Participation in graduation is contingent upon meeting all state and locally adopted requirements. The high school principal is authorized to remove from the graduation list any student who fails to meet those requirements. The final list of graduates will be approved at a later date, and/or when needed (Attachment B).

K. Approval of the 2020-2021 Graduation Date and Time

The Administration recommends that the 2020-2021 Eaton High School Graduation Ceremony be held at Miami University's Millett Hall on Sunday, May 30, 2021 at 2:00 p.m.

L. Alternate School Food Authority Agreement

The Administration recommends approval of the Alternate School food Authority Agreement between the Eaton Community City School district and the Preble County Educational Service Center for the 2020-2021 school year (Attachment C).

M. Agreement with Butler County Educational Service Center

The Administration recommends approval of the agreement with Butler County Educational Service Center for their Head Start Program beginning July 1, 2020 and ending June 30, 2021 (Attachment D).

N. Donation

The Administration recommends acceptance of the following donations.

1. From Remagen Foodservice Solutions, 3 Ring Binders and Plastic Luggage Tags, to the Central Office.

O. Resolution

The Administration recommends approval of a resolution authorizing architect agreement with VSWC Architects, Inc. for the provision of additional architectural services in connection with the athletic facilities at Eaton High School (Attachment E).

WHEREAS, in August 2012 the Eaton Community School District, County of Preble, Ohio (hereinafter called the "School District") engaged VSWC Architects, Inc. ("VSWC") to provide certain architectural services in connection with design of the Athletic Facilities & Wellness Center on Campus of Eaton High School (the "Athletic Facilities Project");

WHEREAS, the Athletic Facilities Project has been pursued in phases since VSWC performed its initial services;

WHEREAS, the School District now wishes to amend some portions of the Athletic Facilities Project related to the construction of six tennis courts, a fence surrounding them, and other related improvements, all of which will require additional architectural and design services;

WHEREAS, the School District has determined that the architectural firm of VSWC is best qualified to provide said additional services in accordance with generally accepted architectural practices for the School District;

WHEREAS, the School District and VSWC are prepared to execute an Agreement in connection with the extended scope of services to be provided with respect to the additional scope of the Athletic Facilities Project (the "Contract"), a copy of which Contract is attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education, that after careful consideration and evaluation of the information before it:

Section 1. The Board of Education hereby authorizes the President and Treasurer to sign said Contract in substantially the same form as the attached Exhibit A; provided, however, that the President and Treasurer are also authorized to make modifications to the Contract prior to execution which do not substantially change the terms which are hereby approved.

Section 2. The Board of Education hereby authorizes the Treasurer to sign the Certificate of Funds and attach to a copy of the Certificate of Funds to the executed purchase order.

Section 3. The Board of Education hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of Education, and that all deliberations of this Board of Education and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22, O.R.C.

Section 4. This resolution shall be in full force and effect from and immediately after its adoption.

Motion by Mr. Beeghly second by Mr. Myers .

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Abstained

President declares motion Passed .

#1920-065

P. Executive Session

To consider the employment of a public employee or official

The following individuals were invited to attend: Jeff Parker .

Motion by Mr. Durham , second by Mr. Myers to convene executive session.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion Passed .

#1920-066

President convenes executive session at 9:21 p.m.

President resumes open session at 9:59 p.m.

VI. Adjournment

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

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion Passed .

#1920-067

President adjourns meeting at 9:59 p.m.

DATE _____

PRESIDENT _____

TREASURER _____

Upcoming Meeting

Meeting: Regular Board Meeting
Date/Time: June 8, 2020 – 6:00 p.m.
Location: East Elementary School

See Appendix A

Tentative Grad List Class 2020

Logan Kelly Abrams	Cara Ann Fowler	Gabrielle Elizabeth Petry
Kaylee Jean Adams	Hunter Lane Frost	Austin Michael Pugh
Ashlyn Dawn Aebischer	Hailee Keirsten Fudge	Emily Dilara Quick
Clayton Ray Adkins	Naudia Belle Fulton	Jacob Allen Renner
Nikita Heinta Albinus	Isabella Marie Gaydosh-Bruce	Anthony Alberto Reyna
Remington Colt Asher	Haley Diane Gibbs	Kylie Mae Rice
Dustin Scott Ashman	Ryan Levi Gibson	Drew Garrett Roach
Robert Michael Ashman	Peyton Bradley Zion Gilpin	David Alexander Roark
Matthew Drake Austin	Adrianna Jocelyn-Taylor	Danielle Louise Roberts
Erin Olivia Azzalina	Gonzalez	Madison J. Sarver
Briana Danielle Baker	Chayse Logan Lee Gray	Hikaru Sato
Whitley Ann Mae Baldwin	Samantha Christine Gregg	Antonio Joseph Scheiderer
Ke'Anthony Jerome Bales	Austin Christopher Harness	Zachary Andrew Schmidt
Adam Leon Bane	David Michael Herzog	Bryce Allan Wayne Schutte
Carson Michael Barker	Gabriel Evan Hoff	Xavier Jordan Sem
Chloe Marie Baxley	Savannah Haleigh Lynn	Bailey RayAnn Shepherd
Zoe Nicole Baxley	Howard	Amanda Maurine Shiflett
Marcus Alexander Bean	Sierra Irene Nikkole Hurst	Holden Dale Sittloh
Kylie Lynn Beare	Dylan Tyler Jackson	Katalina Paige Sizemore
Seth Riley Bergen	Clair Christine Marie Janney	Cheyenne Elaine Smith
Rosemarie Ann Bowling	Porsha Seim Johnson	Elizabeth Lucille Smith
Whitney Paige Branson	Khushroop Kaur Kang	Montana Rae Smith
Benjamin Caleb Brewer	Lillian Jayne Ketron	Kelsey Nicole Snyder
Dillon Clay Brewer	Nathaniel Aaron Ketron	Makayla Merrin Sparkman-keck
Benjamin Eugene Brock	Winson Lam	Makayla Jean Stamper
Daniel Ryan Brown	Christopher James Lane	Taylour Charles Steinhurst
Gabriel James Brown	Julianne Kimberly Leasure	Destiny Darlene Straszheim
Lekendric Duane Brown	Jarod William Lee	Mackenzie Diane Sturgell
Shyanna Nashea Brown	Ki'an Joseph Mahoney Leitch	Tarah Lynne Tadlock
Brian Douglas Cash	Jerimee Isaiah Allan Lowe	Isabella Antoinette Trader
Isaiah Robert Cash	Geneva Golden Marcum	Jacob Ryan Tucker
Logan Michael Patrick Chapin	Clarice Denee Marsh	Emily Madison Turner
Todd Alan Coates	Jordan Anthony Marsh	Christopher Allan Blake Varney
Jordan Adrianna Cole	Shelby Jade Mason	Brianna Dawn Ward
Evan Giles Collins	Alexander Lee Maynard	Zachary Collin Warner
Joel Christopher Combs	Alexander James McCarty	Walker Lee Weekly
Makenzi Jane Cooper	Madison Raeann Michael	Willow Kay Weekly
Vincent Martin Cresce	Raya Sue Morgan	Kenley Daniel Weir
Molly Elizabeth Curry	Jazzmen Michael-Woods	Olivia Katherine Wheeler
Corbin Michael Custer	Lamine Daniel Ndiaye	Grant Andrew White
Madelania Diane Darr	Hayley Nicole Newman	Anna Elizabeth Wible
Ashley Malysa Davidson	Nevaeh Cheyenne Newman	Rilee Ann Worley
Joshua Woodrow Deshon	Alexander Ray Newport	Adam James Woxman
Arielle Mikayla Detton	Izaak Patrick Nolan	Jonathan Michael Wright
Emily Paige Ditton	Harley Veronica Othersen	Rebecca Kay Wright
David Allen Driver	Alexis Dawn Owen	Abigail Charlene Wysong
Ashley Elizabeth Earley	Lauren Elizabeth Pence	Michelle Faith Wysong
Madeline Kate Ebright	Shaylen Alyce Perry	Amelia Lee Ybarra
Brianna Marie Ellison	Thomas Randall Perry	Spencer Lee Younce



Alternate School Food Authority (SFA) Arrangement

A School Food Authority (SFA) is the governing body which is responsible for the administration of one or more schools and has legal authority to operate school meal programs therein or is otherwise approved by USDA’s Food and Nutrition Service, to operate the school meal programs.

1. **THE PREBLE COUNTY EDUCATIONAL SERVICE CENTER, IRN 049254 (SFA 2)** wishes to transfer authority to operate the specified school meal program(s) for the students of SFA 2 to **EATON COMMUNITY CITY SCHOOL DISTRICT, IRN 043935 (SFA 1)**. All legal and financial authority for operating the specified school meal program(s) for the students of SFA 2 is hereby transferred to SFA 1. SFA 1 accepts total legal and financial responsibility for SFA 2’s specified school meal program(s). This includes paying overclaims as a result of administrative reviews, distributing USDA commodities and complying with program regulations. SFA 2 hereby relinquishes its authority to operate the specified school meal program(s) to SFA 1.

2. The parties to this agreement agree to cooperate fully, to work in good faith and to assist each other in the mutual performance of this agreement. In connection therewith, the parties shall meet from time to time upon reasonable request of either party at a mutually agreed time and location to confer in good faith and amicably in a business-like manner work out disputes arising from the implementation of this agreement.

3. This agreement shall become effective **August 17, 2020** and it shall remain in effect until **May 27, 2021** (no longer than one year), unless terminated by a prior notice of not less than 60 days from one party to the other. The term of the agreement can be extended upon mutual agreement of the parties and upon approval from the Office for Child Nutrition.

SFA 1
 Signature _____
 Title _____
 Phone Number _____ Date _____

SFA 2
 Signature [Handwritten Signature]
 Title Treasurer
 Phone Number 737 456 1187 Date 5/5/2020

THIS ARRANGEMENT **does not** constitute the entire agreement between the parties with respect to subject matter thereof. (See Attachment 4 of original agreement for details to consider and/or negotiate.)

NOTE: Alternate SFA Arrangements must be approved by the Ohio Department of Education (ODE) on a case-by-case basis. ODE will review a written description of the alternate arrangement, which answers the questions listed on the attached page entitled: “Terms of Agreement to be Considered and/or Negotiated in the Alternate School Food Authority (SFA) Arrangement”, before giving approval. Please forward the signed agreement and terms of the arrangement to the *Ohio Department of Education, Office for Child Nutrition, 25 S. Front St., Mail Stop: 303, Columbus, Ohio 43215-4183*. ODE will advise you as soon as the Alternate SFA Arrangement has been approved.

EATON COMMUNITY SCHOOLS
304 Eaton Lewisburg Rd
Eaton, Ohio 450320

LEASE AGREEMENT WITH BUTLER COUNTY ESC FOR HEAD START PROGRAM

This is a lease agreement for classrooms (2) and related space between the Eaton Board of Education, 304 Eaton Lewisburg, Eaton, Ohio 45320, and the Butler County Educational Service Center (BCESC), who administers the Head Start Program, their successors or assignees whose address is 400 N. Erie Blvd. Hamilton, Ohio 45011, hereinafter referred to as the BCESC.

WHEREAS, the Butler County Educational Service Center has sought help from the Eaton Board of Education to provide space with the intent of operating the Head Start Program and other preschool and family related programs for the children and families of the service areas, and

WHEREAS, the property described below is under the jurisdiction of the Eaton Board of Education, and the lease of said property will not materially damage or interfere with the use or maintenance of the building and surrounding Eaton Board of Education owned land, and

WHEREAS, the Eaton Board of Education offers the use of classrooms B-105, B-103 and related space for the period beginning July 1, 2020, and ending June 30, 2021, for daytime preschool activities regularly scheduled with students and staff in session five (5) days per week.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Eaton Board of Education hereby grants this lease agreement to the Butler County Educational Service Center Governing Board under the following terms and conditions:

DESCRIPTION – EAST ELEMENTARY SCHOOL:

The lease premises are located at 506 N. Aukerman Street, Eaton, OH 45320. The Eaton Board of Education will grant the BCESC use of the building classrooms (2) and related space. Storage space in designated areas and classrooms not used by the Head Start or other preschool programs shall be reserved for use by the Eaton Community Schools.

The playground area, which serves East Elementary School, may be used for outdoor play activity under supervision by Head Start staff. The BCESC Head Start staff shall schedule the playground areas with the principal of East Elementary School to avoid conflict with the school's scheduled activities.

The gymnasium may be used by both the Head Start Program, East Elementary School, and other school district related groups for assemblies, and other school district related activities i.e., sports activities and practices in the evenings. Priority will be given to the Eaton School's functions. Schedules for the gymnasium will be maintained by the East Elementary School principal or a Board of Education designee. Maintenance/custodian cleanup shall be the responsibility of the respective groups using the gymnasium; i.e., Head Start shall be responsible for cleanup of the gymnasium when they use it, and the related functions shall be responsible for the care and cleanup of the gymnasium area following their use of the gymnasium area.

PERSONAL PROPERTY: The BCESC will be responsible for classroom furnishing.

TERM: This Agreement shall be approved on a five (5) day per week basis, with students and staff in session, for the period beginning July 1, 2020, and ending June 30, 2021, unless otherwise terminated in accordance with the termination provisions herein. This lease will be evaluated annually and shall automatically renew for an additional year. The Eaton Board of Education may non-renew this Agreement by providing ten (10) days' notice prior to the expiration thereof.

RENOVATIONS/MODIFICATIONS:

The BCESC agrees not to make any renovations and/or modification to the East Elementary School building without the consent of the Eaton Board of Education and/or their designee. All renovations and modifications, including cost and labor, will ultimately be the responsibility of the BCESC Board of Education. The BCESC acknowledges the premises are suitable for the use intended by the Head Start Program and agrees to pay the cost of all remodeling, painting, alterations, or additions required by the BCESC Head Start Program during the term of the lease. All renovations and improvements to the East Elementary School facility shall become the property of the Eaton Board of Education.

REPAIRS/REPLACEMENT COST:

The Eaton Board of Education shall provide all normal structural repairs as required and conduct its normal preventative maintenance program for the property including the electrical, mechanical, and structural maintenance programs. The Eaton Board of Education shall be responsible for routine fire extinguisher inspections. Should repairs caused by extraordinary occurrence be required as a result of the BCESC Head Start Program's operation, the Eaton Board of Education shall arrange for such repairs at the BCESC Head Start Program's expense.

FOOD SERVICE AND TRANSPORTATION: Food service for morning and afternoon students and transportation for the students for the Head Start Program shall be the responsibility of BCESC Head Start.

CONTINGENCY: It is agreed that this lease is made subject to funding provided or to be made by the United States Government Department of Health and Human Services and/or the Ohio Department of Education, and that neither of these agencies or the Butler County Educational Service Center shall be liable for the payment of rent under the lease or any renewal or extension thereof unless and until funding is made available.

CALAMITY: If the property is destroyed or rendered untenable by fire, natural disaster, or unavoidable accident, in which case, either party shall have the option of declaring this agreement terminated or the costs shall be abated by the Eaton Board of Education until such time that the property is tenable.

LIABILITY: The BCESC Board of Education shall indemnify and hold harmless the Eaton Board of Education, as a result of the BCESC Head Start Program's use of the property from and against any and all claims, demands, damages, actions, or cause of action, together with any and all losses, costs, or related expenses asserted by any person or persons for bodily injury or death during the period the BCESC occupies the

property. In addition, the BCESC agrees to carry liability insurance in the amount of \$1,000,000 and then add the Eaton Board of Education as an endorsed insured on BCESC comprehensive liability coverage.

INSURANCE: The Eaton Board of Education shall provide fire and extended insurance coverage on the structure and Board owned personal property in an amount determined reasonable by the Eaton Board of Education. The BCESC shall provide insurance on BCESC Head Start Program-owned property. All personal property owned by BCESC upon the East Elementary School facility shall be at the risk of the BCESC. The Eaton Board of Education shall not be liable for any injury or damage to personal property occurring upon the East Elementary School property and the BCESC property which is the fault of BCESC or Head Start staff.

DEFAULT/ENFORCEMENT: If the BCESC breaches or defaults on any of the terms or conditions of this agreement, the Eaton Board of Education shall provide the BCESC Head Start Program's Director written notification of the breach or default. The BCESC will have thirty (30) days from the date of receipt of the notification to correct the breach or default. If the BCESC fails to cure the breach (as determined in the sole judgment and discretion of the Eaton Board of Education) within this thirty (30) day period, the Eaton Board of Education has the right to terminate this agreement.

EARLY TERMINATION: In the event that the Eaton Board of Education should have need of the total facility (East Elementary School), or in part, including spaces or rooms so designated in this lease for storage and the gymnasium area or for any school purpose, the Eaton Board of Education shall give a thirty (30) day notice to the Butler County Educational Service Center Head Start Program Director. Either party may cancel this lease by giving the other party thirty (30) days written notice of such termination.

RIGHT TO INSPECT PREMISES: The Eaton Board of Education reserves the right to inspect the premises at any time without notice but without disruption to the operation of the Head Start Program.

REPRESENTATIVES: Where this lease agreement refers to either the Eaton Board of Education or the Butler County Educational Service Center (BCESC), those terms shall include the agents, employees, or authorized representatives of each party.

Any Eaton East Elementary Classroom Lease Agreement signed prior to this contract are indeed null and void.

May 8, 2020
(Revised)

Mr. Jeff Parker, Superintendent
Eaton Community Schools
306 Eaton Lewisburg Road
Eaton, Ohio 45320



via email: jparker@eaton.k12.oh.us
rtait@eaton.k12.oh.us

RE: **Architectural Services Proposal for New Tennis Courts at Eaton High School
For the Eaton Community Schools**

Dear Mr. Parker;

Thank you for the opportunity to provide architectural services for the Eaton Community School District and continuing our professional relationship. Based on our discussion and understanding of your needs, we offer the following scope of services proposal and letter contract for the New Tennis Courts at the Eaton High School (Phase 3 of the Athletic Facilities Master Plan).

Proposed Project Description:

The project includes the construction of (6) new tennis courts at the northwest corner of the Eaton High School/Middle School campus. The scope of work includes grading, base, pavement, surfacing, fencing and athletic equipment. The work also includes improvements to the site storm system and adjacent multi-use practice field. The project shall be publicly bid as a single prime contract to a General Contractor. The probable construction cost for the project is approximately \$ 602,000 based on VSWC's statement of probable cost dated 5/14/2018.

Architectural Scope of Services:

VSWC proposes to perform the following list of architectural services related to this project.

- Meet with Owner to review and evaluate project scope of work.
- Review the existing site conditions.
- Assist Owner in obtaining a new site topographic survey of project location.
- Prepare construction drawings and specifications for public bidding.
- Submit project to building department for building permit and zoning approval.
- Distribute bid documents to contractors and plan rooms.
- Review bids, conduct scope review meeting and assist Owner in selecting Contractor.
- Prepare AIA standard contract for construction between Owner and Contractor.
- Review Contractor's product submittals, shop drawings, project schedule and applications for payment.
- Provide periodic site visits and attend construction progress meetings.
- Review all completed work for conformance with construction documents.
- Assist with final inspection, punch list review and final project closeout.
- Assist with any warranty issues within warranty period.

- Existing or new stormwater review, design and calculations are excluded from scope of services.

Preliminary Schedule:

- It is our understanding that that the project shall be publicly bid in May -June 2020 with construction starting at the end of June 2020. The project would be complete on or around September 1, 2020.
- We are available to start immediately pending proposal approval.

Proposed Architectural Services Fee:

VSWC proposes a fixed fee of \$ 42,140 for the architectural services as outlined above.

Topographic Site Survey (performed by Kramer & Associates) \$ 3,975

Total proposed Fee = \$ 46,115

Optional Additional Services:

Construction & Material Testing (allowance) \$ 7,000

Other Terms:

- All travel expenses are included within our fees as stated above and reimbursable expenses are billed at actual cost plus 10% fee. Reimbursable fees include printing costs and permit fees.
- Amendment to this contract can be made by written agreement signed by both parties.
- Termination of this contract can be made by either party, at any time for any reason.
- Upon termination, VSWC will be paid for work done up to the date of termination, but no other termination fees will be charged. Any claim or dispute between the Client and Architect shall be submitted to non-binding mediation.
- The Architect is not responsible for construction means and methods performed by the Contractor.
- VSWC's professional liability for this project shall be limited to value of executed contract.
- Additional services shall be billed on an hourly basis.
- VSWC hourly rates are as follows:


Principal / Architect	\$180/hr.
Associate	\$160/hr.
Registered Architect / Interior Designer	\$150/hr.
Professional & Interior Staff	\$110/hr.
Intern & Administrative	\$ 90/hr.
- Total Project Fee will be invoiced per the following schedule of architectural services:

Schematic Design /Design Development	20%
Construction Documents	50%
Bidding / Contract Negotiation	5%
Construction Administration	20%
Project Closeout / Warranty	5%
- Attachments include: VSWC Architects Terms & Conditions; VSWC's Statement of Probable Cost dated 5/14/2018; and VSWC's Athletic Master Plan Drawing dated 5/14/2018.

If you find this proposal acceptable, please sign and return one signed copy to our office. If you have any questions or need clarification of the items listed above, please do not hesitate to call.

Thank you again for the opportunity to work with you on this project. Please contact Brad Adams with any questions or clarifications you may have concerning this proposal. We look forward to getting started.

Offered by:



Signature 5/8/2020
Date
BRADLEY ADAMS, V.P.

Printed name / title

VSWC Architects, Inc.

Accepted by:

Signature _____
Date

Printed name / title

Eaton Community Schools

TERMS & CONDITIONS

Fee: The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 10%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments: Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care: In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages: Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions (*Optional, use if existing structure or project*): A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold: The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Design Professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

Indemnifications: The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees, subject to Risk Allocation below, to indemnify the Client for damages arising from its own negligent errors acts or omissions.

Risk Allocation: In recognition of the relative risks and benefits of the Project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$ 10,000 or the amount of the Design Professional's fee, whichever is greater.

Termination of Services: This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment: If a required item or component of the Project is omitted from the Design Professional's documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original documents. In no event will the Design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents: All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold the Design Professional and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its subconsultants.

Defects in Service: The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional 's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Design Professional shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities: The Design Professional shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

Dispute Resolution: Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

Relationship of the Parties: All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

Entire of Agreement: This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement is found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.

Applicable Law: The law applicable to this Agreement is the state of the Project location.

Athletic Facilities at the Eaton High School

Statement of Probable Cost

Tennis Courts - Phase 3 (6 Courts)		
Court Construction - (6) courts including grading, base, pavement, surfacing, fencing & athletic equipment		\$450,000
Multi-Use Practice field - Import topsoil, regrade & reseed grass practice field		\$90,000
Storm System Improvements - Add catch basins & underdrains		\$35,000
Construction Contingency (5%)		\$27,000
Total Probable Construction Cost		\$602,000
Architectural & Engineering Fees (7.0% of construction cost)		\$42,140
Site Topographic Survey		\$4,500
Construction & Materials Testing		\$7,000
Document Printing		\$300
Permits		\$2,500
Total Project Cost		\$658,440

Optional:		
1 Mobile bleacher seating - (6) bleacher sections at 30 seats each = 150 total seats	Add	\$27,000
2 Athletic equipment at practice field - football goal post & soccer goals	Add	\$30,000
3 Scoreboard at practice field	Add	\$20,000
4 Tennis court sports lighting	Add	\$120,000
5 Practice field sports lighting	Add	\$225,000

EATON COMMUNITY SCHOOLS - ATHLETIC MASTER PLAN



	KRAMER & ASSOCIATES, LLC <i>Excellence in People, Service and Solutions</i>	OHIO OFFICE 101 N. Barron St. Eaton, OH 45320 (937) 456-1332	INDIANA OFFICE 2009 Chester Blvd. Richmond, IN 47374 (765) 935-2696
		www.kramer2000.com	
		1 (800) 458-1332	Fax: (937) 456-6912

PROPOSAL / AGREEMENT

January 23, 2020

0120-007 03-08N-02E

Washington Township – Preble County

Attn: Brad Adams
VSWC Architects
414 Reading Road
Mason, Ohio 45040

RE: ECS HS/MS Campus
600 Hillcrest Drive
Eaton, Ohio

Dear Mr. Adams,

Thank you for the opportunity to present this proposal. We have reviewed the request received on January 16, 2020, and we understand and appreciate the detailed list of survey requirements. Based on this information, we conclude that the fee and services for the work required will be as noted below.

Upon your review and acceptance of this proposal and terms, please sign below and remit to our office. Please retain a signed copy for your files. If you have any questions or require further assistance, please do not hesitate to contact our office. We look forward to working with you soon.

SCOPE & CONFIRMATION

➤ TOPOGRAPHIC SURVEY

Topographic Survey of approximately 6.5 acres, located in Section Three (03), Township Eight (08) North, Range Two (02) East, Washington Township, Preble County, Ohio. Services will be provided as requested in the email dated January 16, 2020. Basic boundary survey checks will be made to show setbacks and records research will be limited to easements that may conflict with the proposed improvements in the work area as shown on the above email.

- Coordinates will be provided on the Ohio South Zone State Plane Coordinate System;
- Set 3 capped rebar control points with lath noting the point number and elevation;
- Locate all existing utilities within the survey area;
- Pavement and ground shots will be on a 25' grid;
- Locations, invert elevations, and pipe sizes for all drainage structures within the surveyed area;
- Contours will be provided on 1 foot intervals, based upon the spot elevations collected in the field;
- Deliverables will be topographic survey maps in AutoCAD.dwg format (Version 2018).

Please note that utility locations such as pipe sizes and inverts will be determined by ground level observations and not by confined space entry.

FEE FOR ABOVE SERVICES: \$ 3,975.00

The fee listed above does not include the cost of a drainage study/calculations if required by the city/county building departments or the State of Ohio.

PROPOSAL: We hereby propose to perform the services described at the indicated fee in accordance with the terms attached to this proposal.

By: Chris Cruze
Chris Cruze, for Kramer & Associates

ACCEPTANCE: I/we hereby authorize Kramer & Associates to perform the services described at the indicated fee in accordance with the terms attached to this proposal, and accept said terms as part of this agreement.

V.P.
Client Signature, Person Responsible for Payment

5/8/2020
Date

BRADLEY ADAMS
Printed Name, Person Responsible for Payment
VSWC ARCHITECTS

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge for services over and above the estimate and will be billed based upon the attached Hourly Fee Schedule.

TERMS

1. The Client orders the professional services of Kramer & Associates, hereinafter called the Consultant, as described herein.
2. Consultant agrees to furnish and perform the professional services described in accordance with generally accepted professional practices. Consultant shall not be responsible for delays in completing said work that cannot be reasonably foreseen or for delays which are caused by factors beyond Consultant's control or delays resulting from the action or inaction of any governmental agency.
3. This proposal shall be valid if accepted and work is authorized within 90 days from the proposal date.
4. Client agrees to guarantee access to and make all provisions for Consultant to enter and work upon public and private lands as required to perform the work described in this agreement.
5. Client agrees to assist Consultant by placing at its disposal all available information pertinent to the project, including, but not limited to, previous plats and plans, survey information, agreements, information on uses/rights of others, deeds, reports, studies and other data.
6. All documents, including original drawings, file copies, estimates, specifications, field notes and data are to remain the property of Consultant as instruments of service. The Client may at his expense retain reproducible copies of drawings and copies of other documents, in consideration of which it is mutually agreed that the Client will use them solely in connection with this project, and not for the purpose of making subsequent extensions, divisions, or enlargements thereto, without the express written consent of the Consultant. Re-use for such purposes, or for new projects, shall require permission of the Consultant and shall entitle him to further compensation at a rate to be agreed upon by Client and Consultant.
7. It is agreed that the professional services described in this agreement shall be performed for Client's account and that Client may be billed upon delivery of copies or services, or monthly for a project of longer duration.
8. Statements are payable upon receipt. Interest computed at 1½% per month (but not exceeding the maximum rate allowable by law) will be added to amounts not paid within thirty (30) days. This is an annual rate of 18%. Client agrees to pay all costs of collection incurred by Consultant in the collection of any monies owed to Consultant by Client, including Consultant's cost of travel to court, reasonable attorney's fees, court costs, and other costs.
9. Client agrees to pay \$ 0 to Consultant prior to commencement of work on this project, which shall be credited to the final payment to be made hereunder, and to pay any remaining balance due to Consultant upon delivery of final billing to Client or his agent.
10. In no event shall Consultant be liable for any indirect, special or consequential loss or damage arising out of performance of services hereunder, whether caused by negligence of Consultant, or otherwise, and Client shall indemnify and hold Consultant harmless of any such damages or liability.
11. For any damage on account of any error, omission or other professional negligence the liability of Consultant and/or any surveyors, engineers, or others engaged in the performance of services under this agreement shall be limited to the amount of the fee charged, unless the Client and Consultant have, by written agreement, arranged for additional liability coverage prior to commencement of work on this project.
12. In the event, the Client makes a claim against the Consultant, at law or otherwise, for any alleged error, omission or other act, or damage arising out of the performance of professional services and the Client fails to prove such claim, then the Client shall pay all costs incurred by the Consultant in defending itself against the claim.
13. Consultant reserves the right to subcontract to qualified persons, firms, or corporations any or all of the work herein described.
14. Hazardous or toxic materials may exist at a site that were not anticipated. The Consultant and Client agree that the discovery of unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. It is agreed that the discovery of unanticipated hazardous materials may make it necessary to take immediate measures to protect human health and safety, and/or the environment. The Consultant agrees to notify the Client as soon as practically possible should unanticipated suspected hazardous materials be encountered. The Client agrees to compensate the Consultant for the additional cost of such work and agrees to indemnify, defend and hold the Consultant harmless from any claim or liability for injury or loss arising from the Consultant's encountering of unanticipated hazardous materials or suspected hazardous materials.
15. Upon a documented and supported request by the Consultant, the contract sum may be renegotiated to cover justifiable costs not within the purview of the scope, and cost of the services originally contemplated herein, and not due to lack of diligence or capability on the part of the Consultant. Such costs may arise from significant changes in the scope and character of such services, the establishing or evolving unusual complexities in the requirements to accomplish the job fulfillment, or from unforeseeable circumstances or delays beyond the control of the Consultant. Compensations for such additional services shall be negotiated by contractual parties prior to written authorization by the Client.
16. Either the Client or Consultant shall be privileged to terminate this agreement at any time by giving the other party fifteen (15) days written notice thereof, in which case Consultant shall be paid in full for all service performed prior to termination.
17. Consultant and the Client each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to this agreement.
18. Underground utility information such as pipe sizes and elevations will be determined by ground level observations and not by "confined space entry". Existing systems will be represented as indicated by said aboveground observations. If further information is desired regarding condition and/or alignment, or continuity of underground systems, the client may employ or assign the Consultant to employ additional services or means to obtain such data.

K&A Terms Revised 02-27-12

VSWC Architects - ECS HS-MS Campus - Topographic Survey 0120-007 0122320