

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
August 10, 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 Visitors

There have been no requests for visitors.

E. Executive Session

To consider the employment of a public employee or official.

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

To consider the compensation of a public employee or official.

The following individuals were invited to attend: Jeff Parker, Rachel Tait, Brian Camp, and Joseph Askins.

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

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion Passed.

#2021-013

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

President resumes open session at 7:03 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 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 July 13, 2020 Regular Board Meeting.
2. Approve minutes of the July 23, 2020 Special Board Meeting.
3. Submission of Warrants.
4. Submission of Financial Report.
5. Submission of Investment Report.
6. July 31, 2020 advance of \$28,712.66 from 001 0000 General Fund to 516 9221 Title IIB FY21.
7. July 31, 2020 advance of \$870.96 from 001 0000 General Fund to 587 9221 Preschool Special Education FY21.
8. July 31, 2020 advance of \$126.70 from 001 0000 General Fund to 572 9221 Title I FY21.
9. Approve FY21 Permanent Appropriations.
10. Approve creation of School Bus Program Grant 499-9221.
11. Approve creation of Coronavirus Relief Fund 510-9221.
12. Advance \$60,000.00 from General Fund 001-0000 to Food Service 006-0000, effective August 1, 2020.

Motion by Mr. Parks, second by Mr. Beeghly.

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion Passed.

#2021-014

III. Reports

A. Miami Valley Career Technology Center Report – Mr. Parks updated the Board that MVCTC will be starting remote for the school year. There will be a renewal levy in November.

B. Parks and Recreation Board Report – Mr. Myers – No report.

C. Superintendent Report – Mr. Parker shared with the Board that 324 students have elected the remote option for this school year. Mr. Parker thanked the Admin team and District Office Staff for all of their assistance this summer. Tennis courts are coming along on schedule. As a reminder, the courts are 100% privately funded.

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 N 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. Resignation

The Administration recommends approval of the following resignation.

1. Dalene Sadowski, School Nurse, resignation retroactive to August 3, 2020.

B. Employment Classified Staff

The Administration recommends the employment of the following personnel for the 2020-2021 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. Joseph Askins, Educational Aide

C. Employment – Certificated Staff – Substitute During Conference Periods

The Administration recommends approval of all district teachers under regular contract to substitute as needed during their conference periods during the 2020-2021 school year. Salary to be paid per Board Policy and Negotiated Agreement.

D. Employment – Certificated Staff – Home Instruction Tutors

The Administration recommends approval of all district teachers under regular contract to be home instruction tutors for the 2020-2021 school year, on an as needed basis.

E. Employment – Certificated Staff – Mentors

The Administration recommends the following mentors for the 2020-2021 school year, to be paid \$600.00 for supporting first and second year resident educators. All mentors are receiving or have received the required state training.

1. Deanna Hicks
2. Kayla LaMontagne
3. Keri Osswald

F. Employment – Certificated Staff – Long Term Substitute Teachers

The Administration recommends approval of the following long-term substitute teachers for the 2020-2021 school year. Employment contingent upon completion of all local and state requirements, including but not limited to background checks and appropriate license. Salary and duties per Board Policy and Administration Rules and Regulations with no fringe benefits.

1. Ken Christello, Long Term Intervention Specialist at Eaton High School

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

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2020-2021 school year, as certified by the Preble County Educational Service Center.

1. Todd Alexander
2. Nancy Briley
3. Pamela Carpenter
4. Sarah Claybaugh
5. Ken Christello
6. Melissa Dare
7. Pam Dittner
8. Linda Duskey
9. Marcia Eilerman
10. Jason Hughes
11. Joanna Jenkins
12. Teddy Landis Jr.
13. Kimberly Locke
14. Robert Lucas
15. Kathleen McCreary
16. Mary Mendenhall
17. Daryl Michael
18. Belinda Mormeier
19. Cynthia Neanen
20. Brandi Powell
21. Joella Redick
22. Judy Schamel
23. Salvador Sosa Fuentes
24. Sue Stewart

25. Ronald Stoeckel, Jr.
26. Marcia Sullender
27. Hanna Thomas
28. Elaine Wappenstein

H. Employment – 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.

1. Christy Campbell, Substitute Custodian
2. Bryan Deacon, Substitute Bus Driver
3. Garrett French, Substitute Custodian
4. Beth Garber, Substitute Cafeteria Worker
5. Jennifer Goldick, Substitute Cafeteria Worker

I. Substitute Teacher Pay Rate

The Administration recommends approval to increase the substitute teacher pay rate from \$90.00 per day to \$100.00 per day.

J. Volunteers

The Administration recommends approval of the following volunteers for the 2020-2021 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Doug Mize, Volunteer Softball Coach
2. Doug Mize, Volunteer Girls Basketball Coach
3. Ron Neanen, Volunteer Softball Coach

K. Approve Agreement with the Eaton School Support Personnel Association retroactive to July 1, 2020 through June 30, 2021.

L. Amend Administrative Employee Handbook

The Administration recommends approval of the Salary and Fringe Benefits Handbook pertaining to the Assistant Superintendent, Principals, Assistant Principals, Directors, Psychologist, and Psychology Assistant, effective July 1, 2020. Handbooks are available at the Superintendent's Office.

M. Amend Exempt Classified Employee Handbook

The Administration recommends approval of the Salary and Fringe Benefits Handbook pertaining to the Administrative Assistant to Superintendent, Account Clerk Budget, Assistant to the Treasurer, Cafeteria Manager, EMIS Coordinator, Central Office Secretary Assigned to the

Superintendent, Secretary to the Treasurer's Office, and Secretary to the Director of Operations, effective July 1, 2020. Handbooks are available at the Superintendent's Office.

N. Salary Schedule for Exempt Employees

The Administration recommends approval of the Salary Schedule for Administrators and Exempt Non-Bargaining Classified Staff as presented by the Treasurer, effective at the beginning of each employee's 2020-2021 contract year.

Motion by Mr. Beeghly, second by Mr. Myers.

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Abstained

President declares motion Passed.

#2021-015

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 O through GG 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.

O. Amend the 2020-2021 School Calendar

The Administration recommends approval to amend the 2020-2021 school calendar by adjusting the student start date from Tuesday, August 25, 2020 to Monday, August 31, 2020.

Additionally, the Administration recommends adjusting the 2020-2021 school calendar by making August 25-28, 2020 staff work days (Attachment A).

P. Board Policy Updates

The Administration recommends the first reading of the following new board policy (Attachment B).

1. Policy 2266 – Nondiscrimination on the Basis of Sex District Programs or Activities.

Q. Recognition of Nutritional Guidelines

The Administration recommends that the Eaton Community School Board of Education recognizes and accepts the district's Nutritional Guidelines as presented in Administrative Guideline 8500A.

R. Approval of Bus Routes and Walk Zones

The Administration recommends approval of bus routes and walk zones for the 2020-2021 school year as submitted by the Director of Operations. Bus Routes and Walk Zones are subject to change based on student and/or district needs. Bus Routes are on file in the Transportation Department Office.

S. Purchase of School Bus

The Administration recommends approval to accept a bid from Cardinal Bus Sales and Services, Inc., to purchase a 2022 Blue Bird T3FE 4004, 84 passenger school bus at a cost of \$96,851.00, including a trade in of Bus 4, Blue Bird TCFE3408 for a cash value of \$1,500.00. The School Bus Program Grant through the State of Ohio, in the amount of \$43,523.32, will be used toward the purchase of this bus.

T. Purchase of Service Agreement

The Administration recommends approval of the following purchase of service contracts.

1. With Dr. Jill Vosler as school physician for the 2020-2021 school year, at a rate of \$100.00 per year.
2. With Dr. Jill Vosler as team physician for the 2020-2021 school year, at a rate of \$100.00 per year.

U. Agreement with the Eaton Police Association

The Administration recommends approval of the agreement with the Eaton Police Association to provide an officer at Aukerman Street and Eagle Lane, or a maximum of two (2) hours per day to assist in maintaining safety and order during student arrival and dismissal times (Attachment C).

V. Agreement with the City of Eaton

The Administration recommends approval of the following Facilities Agreements with the City of Eaton for use of facilities for athletics for the 2020-2021 school year (Attachment D).

1. Facilities Agreement – Tennis Complex
2. Facilities Agreement – Fort St. Clair (Cross Country)

W. Affiliation Agreement with Wright State University

The Administration recommends approval of the affiliation agreement with Wright State University to allow clinical field experience for the Athletic Training Program (Attachment E).

X. Agreement with Butler County Educational Service Center for the Success Program

The Administration recommends approval of the agreement with the Butler County Educational Service Center to provide services to students and families in need through the Success Program (Attachment F).

Y. Contract for Professional Services with the Preble County Educational Service Center

The Administration recommends approval of an agreement with the Preble County Educational Service Center to provide three (3) contracted reading intervention aide positions during the 2020-2021 school year to assist teachers in providing students with academic instruction and intervention at Bruce Elementary.

Z. Contract for Professional Services with the Preble County Educational Service Center

The Administration recommends approval of an agreement with the Preble County Educational Service Center to provide one (1) contracted technology aide position during 2020-2021 school year to assist teachers in providing students with academic instruction and intervention at Bruce Elementary.

AA. Contract for Professional Services with the Preble County Educational Service Center

The Administration recommends approval of an agreement with the Preble County Educational Service Center to provide one (1) contracted technology aide position during 2020-2021 school year to assist teachers in providing students with academic instruction and intervention at East Elementary.

BB. Agreement with Parent Square

The Administration recommends approval of an agreement with Parent Square to provide parent/teacher notification services effective August 1, 2020 (Attachment G).

CC. Agreement with Northwest Evaluation Association

The Administration recommends approval of an agreement with northwest Evaluation Association (NWEA) during the 2020-2021 school year for use of the Measurers of Academic Progress (MAP) Assessments (Attachment H).

DD. Agreement with Newsela

The Administration recommends approval of an agreement with Newsela for digital learning subscriptions (Attachment I).

EE. Approval of Student Fees for the 2020-2021 School Year

The Administration recommends approval of the following student fees for the 2020-2021 school year.

Kindergarten	\$26.00
1 st Grade	\$18.00
2 nd Grade	\$27.00
3 rd Grade	\$40.00
4 th Grade	\$45.00
5 th Grade	\$41.00
6 th Grade	\$56.00
7 th Grade	\$37.00
8 th Grade	\$57.00 (with Art Class)
8 th Grade	\$52.00 (without Art Class)

FF. Textbook Disposal

The Administration recommends approval to declare the following textbooks as obsolete with no monetary value, and dispose of them accordingly.

1. (1) Teacher Edition, Transition Mathematics Part 1 & 2
2. (1) Transition Mathematics
3. (1) Teacher Edition, General Science
4. (1) Physical Science
5. (1) Holt Biology
6. (1) Holt Biology Visualizing Life
7. (1) Miller & Levine Biology
8. (1) Teacher Edition, Modern Biology
9. (1) Teacher Edition, A History of the US
10. (1) World History – Connections to Today

GG. Create and Post Position - Classified

The administration recommends creating and posting the following classified position for the 2020-2021 school year. Salary and benefits to be paid in accordance with board policy and negotiated agreement.

1. Special Education Aide

Motion by Mr. Durham, second by Mr. Myers.

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion Passed.

#2021-016

VI. Adjournment

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

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion Passed.

#2021-017

President adjourns meeting at 7:28 p.m.

DATE _____

PRESIDENT _____

TREASURER _____

Upcoming Meeting

Meeting: Regular Board Meeting
Date/Time: September 14, 2020 – 6:00 p.m.
Location: East Elementary School

Eaton Community Schools 2020– 2021 School Calendar

Summary of Hours in Classroom:

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

East & Bruce Elementary	1,020 hours
Middle & High School	1,062.5 hours

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

Grading Periods (hours)

1 st Quarter (August 26 – October 16)	204
2 nd Quarter (October 19 – Dec. 18)	246
3 rd Quarter (January 4 – March 11)	270
4 th Quarter (March 15 – May 28)	300

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

Grading Periods (hours)

1 st Quarter (August 26 – October 16)	218.75
2 nd Quarter (October 19 – Dec. 18)	256.25
3 rd Quarter (January 4 – March 11)	281.25
4 th Quarter (March 15 – May 28)	312.50

CALENDAR LEGEND

Start/End Days	
End Quarter	
P/T Conferences	
Professional Development	
No School/Holiday	
Interim/Grades Issued	

NON-STUDENT DAYS

Labor Day	9/7
Staff Prof. Dev.	9/21
Columbus Day	10/12
Staff Prof. Day	10/13
Veterans Day (observed)	11/13
Thanksgiving Break	11/25 – 11/27
Winter Break	12/21 – 1/1
MLK Jr. Day	1/18
Staff Prof. Dev.	1/29
Conference Make-up	2/12
President's Day	2/15
Staff Prof. Dev.	3/12
Spring Break	3/29 – 4/2
Memorial Day	5/31

Calamity Make-up Days

- Calamity Days 1-5 – Students will not make-up.
- Calamity Days 6-8 – Remote Lessons.
- Any additional days will be made up as needed.

Date	Event
August 2020	
Aug. 18 - 25	Staff Work Days
Aug. 26	First Day for Students with Last Name A-I *
Aug. 27	First Day for Students with Last Name J-Z*
Aug. 28	First Day for All Students Attending
September 2020	
Sept. 7	No School – Labor Day
Sept. 18	Interim Reports Issued
Sept. 21	No School for Students – Staff Prof. Dev. Day
October 2020	
Oct. 12	No School - Columbus Day
Oct. 13	No School for Students – Staff Prof. Dev. Day
Oct. 16	End of 1 st Quarter
Oct. 23	Grade Cards Issued
November 2020	
Nov. 12	Parent/Teacher Conferences
Nov. 13	No School – Veteran's Day Observed
Nov. 16	Interim Reports Issued
Nov. 25-27	Thanksgiving Break
December 2020	
Dec. 18	End of 2 nd Quarter/1 st Semester
Dec. 21-31	No School – Winter Break
January 2021	
Jan. 1	No School – Winter Break/New Year's Day
Jan. 4	Classes Resume
Jan. 8	Grade Cards Issued
Jan. 18	No School – MLK Jr. Day
Jan. 29	No School for Students – Staff Prof. Dev. Day
February 2021	
Feb. 5	Interim Reports Issued
Feb. 11	Parent/Teacher Conferences
Feb. 12	No School – Conference Make-up Day
Feb. 15	No School – President's Day
March 2021	
March 11	End of 3 rd Quarter
March 12	No School for Students – Staff Prof. Dev. Day
March 19	Grade Cards Issued
March 29-31	No School - Spring Break
April 2021	
April 1-2	No School – Spring Break
April 23	Interim Reports Issued
May 2021	
May 28	Last Day for Students
May 28	End of 4 th Quarter/2 nd Semester
May 30	Graduation Ceremony
May 31	Memorial Day
June 2021	
June 1	Last Day for Teachers
June 7	Grade Cards Issued

August 2020				
M	T	W	T	F
17	18	19	20	21
24	25	26	27	28
31				
September 2020				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
October 2020				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
November 2020				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
December 2020				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
January 2021				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
February 2021				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
March 2021				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
April 2021				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
May 2021				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
June 2021				
	1	2	3	4

*August 26th & 27th - Sibling with different last names should attend on the day that corresponds with the oldest child's last name)

Board approved Jan. 13, 2020; board adopted graduation date May 11, 2020; Board approved revision July 23, 2020

2266 - NONDISCRIMINATION ON THE BASIS OF SEX IN DISTRICT PROGRAMS OR ACTIVITIES

Introduction

The Board of Education of the Eaton Community School District (hereinafter referred to as “the Board” or “the District”) does not discriminate on the basis of sex (including sexual orientation or gender identity), in its education programs or activities, and is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

The Board prohibits Sexual Harassment that occurs within its education programs and activities. When the District has actual knowledge of Sexual Harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, the Board is committed to eliminating Sexual Harassment and will take appropriate action when an individual is determined responsible for violating this policy. Board employees, students, third-party vendors and contractors, guests, and other members of the School District community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. The Board will provide persons who have experienced Sexual Harassment ongoing remedies as reasonably necessary to restore or preserve access to the District’s education programs and activities.

Coverage

This policy applies to Sexual Harassment that occurs within the District’s education programs and activities and that is committed by a member of the School District community or a Third Party.

This policy does not apply to Sexual Harassment that occurs off school grounds, in a private setting, and outside the scope of the District’s education programs and activities; such Sexual Misconduct/Sexual Activity may be prohibited by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws if committed by a Board employee.

Consistent with the U.S. Department of Education’s implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the District’s education programs or activities. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws if committed by a Board employee.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Sexual Harassment: “Sexual Harassment” means conduct on the basis of sex that satisfies one or more of the following:

- A. A Board employee conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct (often called “*quid pro quo*” harassment);
- B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, *and* objectively offensive that it effectively denies a person equal access to the District’s education program or activity; or
- C. “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)A(v), or “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

“Sexual assault” means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault includes rape, sodomy, sexual

assault with an object, fondling, incest, and statutory rape.

1. *Rape* is the carnal knowledge of a person (i.e., penetration, no matter how slight, of the genital or anal opening of a person), without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
2. *Sodomy* is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
3. *Sexual Assault with an Object* is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.
4. *Fondling* is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
5. *Incest* is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.
6. *Statutory Rape* is sexual intercourse with a person who is under the statutory age of consent as defined by State law.
7. *Consent* refers to words or actions that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent.
8. *Incapacitated* refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep.

D. "Domestic violence" includes felony or misdemeanor crimes of violence committed by:

1. a current or former spouse or intimate partner of the victim;
2. a person with whom the victim shares a child in common;
3. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
4. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or
5. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.

E. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

F. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

Complainant: "Complainant" means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.

Respondent: "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.

Formal Complaint: "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that the District investigate the allegation(s) of Sexual Harassment. At the time of filing a Formal Complaint with the District, a Complainant must be participating in or attempting to participate in the District's education program or activity. A "document filed by a complainant" means a

document or electronic submission (such as by electronic mail or through an online portal that the Board provides for this purpose) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the Formal Complaint. Where the Title IX Coordinator signs a Formal Complaint, the Title IX Coordinator is not a Complainant or a party to the Formal Complaint and must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Actual Knowledge: "Actual knowledge" means notice of Sexual Harassment or allegations of Sexual Harassment to the District's Title IX Coordinator, or any District official who has authority to institute corrective measures on behalf of the Board, or any Board employee. The mere ability or obligation to report Sexual Harassment or to inform a student about how to report Sexual Harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the District. "Notice" includes, but is not limited to, a report of Sexual Harassment to the Title IX Coordinator. This standard is not met when the only District official with actual knowledge is the Respondent.

Supportive Measures: "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter Sexual Harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, school/campus escort services, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus (including school buildings and facilities), and other similar measures.

Education Program or Activity: "Education program or activity" refers to all operations of the District, including but not limited to in-person and online educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all activity that occurs on school grounds or on other property owned or occupied by the Board. It also includes locations, events and circumstances that take place off-school property/grounds over which the Board exercises substantial control over both the Respondent and the context in which the Sexual Harassment occurs.

School District community: "School District community" refers to students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties: "Third Parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Inculpatory Evidence: "Inculpatory evidence" is evidence that tends to establish a Respondent's responsibility for alleged Sexual Harassment.

Exculpatory Evidence: "Exculpatory evidence" is evidence that tends to clear or excuse a Respondent from allegations of Sexual Harassment.

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays),

Eligible Student: "Eligible Student" means a student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

Title IX Coordinator(s)

The Board designates and authorizes the following individual(s) to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

MissAnne Imhoff
Assistant Superintendent
306 Eaton Lewisburg Road
Eaton, Ohio 45320
937-456-1107
mimhoff@eaton.k12.oh.us

Scott Couch
High School Principal
600 Hillcrest Drive
Eaton, Ohio 45320
937-456-1141
scouch@eaton.k12.oh.us

The Title IX Coordinator shall report directly to the Superintendent. Questions about this policy should be directed to the Title IX Coordinator.

The Superintendent shall notify applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all unions or professional organizations holding collective bargaining or professional agreements with the Board of the following information:

The Board of the Eaton Community School District does not discriminate on the basis of sex in its education program or activity, and is required by Title IX and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The District's Title IX Coordinator(s) is/are:

MissAnne Imhoff
Assistant Superintendent
306 Eaton Lewisburg Road
Eaton, Ohio 45320
937-456-1107
mimhoff@eaton.k12.oh.us

Scott Couch
High School Principal
600 Hillcrest Drive
Eaton, Ohio 45320
937-456-1141
scouch@eaton.k12.oh.us

Any inquiries about the application of Title IX and its implementing regulations to the District may be referred to the Title IX Coordinator(s), the Assistant Secretary for the U.S. Department of Education's Office for Civil Rights, or both.

The Board has adopted a grievance process and procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process and procedures are included in Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at: **[insert the web address at which Policy 2266 can be found; or insert a hyperlink tied to the title of the policy]** The grievance process and procedures specifically address how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the District will respond.

The Superintendent shall also prominently display the Title IX Coordinator's(s') contact information – including name(s) and/or title(s), phone number(s), office address(es), and e-mail address(es) – and this policy on the District's website and in each handbook or catalog that the Board makes available to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all unions or professional organizations holding collective bargaining or professional agreements.

Grievance Process and Procedures

The Board is committed to promptly and equitably resolving student and employee complaints alleging Sexual Harassment. The District's response to allegations of Sexual Harassment will treat Complainants and Respondents equitably, including providing supportive measures to the Complainant and Respondent, as appropriate, and following this Grievance Process before imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent.

The Title IX Coordinator(s), along with any investigator(s), decision-maker(s), or any person(s) designated to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If a determination of responsibility for Sexual Harassment is made against the Respondent, the Board will provide remedies to the Complainant. The remedies will be designed to restore or preserve equal access to the District's education program or activity. Potential remedies include, but are not limited to, individualized services that constitute supportive measures. Remedies may also be disciplinary or punitive in nature and may burden the Respondent.

Report of Sexual Discrimination/Harassment

Any person may report sex discrimination, including Sexual Harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or Sexual Harassment), in person, by mail, by telephone, or by electronic mail, using the Title IX Coordinator's(s') contact information listed above, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. Reports may be made at any time (including during non-business hours), by using the telephone number(s) or electronic mail address(es), or by mail to the office address(es), listed for the Title IX Coordinator(s). Anonymous reports may be submitted using the online reporting form posted at www.eaton.k12.oh.us or directly at <https://www.publicschoolworks.com/SHL/helpLine.asp?di=251&mi=9> or the hotline reporting number 1.866.Listen2me.

Students, Board members, and Board employees are required, and other members of the School District community, and Third Parties) are encouraged, to report allegations of sex discrimination or Sexual Harassment promptly to the/a Title IX Coordinator or to any Board employee, who will in turn notify the/a Title IX Coordinator. Reports can be made orally or in writing and should be as specific as possible. The person making the report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a report involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the person making the report should submit it to the Superintendent, or another Board employee who, in turn, will notify the Superintendent of the report. The Superintendent will then serve in place of the Title IX Coordinator for purposes of addressing that report of Sexual Harassment.

The Board does business with various vendors, contractors, and other third-parties who are not students or employees of the Board. Notwithstanding any rights that a given vendor, contractor, or third-party Respondent may have under this policy, the Board retains the right to limit any vendor's, contractor's, or third-party's access to school grounds for any reason. The Board further retains all rights it enjoys by contract or law to terminate its relationship with any vendor, contractor, or third-party irrespective of any process or outcome under this policy.

A person may file criminal charges simultaneously with filing a Formal Complaint. A person does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to Title IX may be filed with the U.S. Department of Education's Office for Civil Rights at any time.

Any allegations of Sexual Misconduct/Sexual Activity not involving Sexual Harassment will be addressed through the procedures outlined in Board policies and/or administrative guidelines, the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

Because the Board is considered to have actual knowledge of Sexual Harassment or allegations of Sexual Harassment if any Board employee has such knowledge, and because the Board must take specific actions when it has notice of Sexual Harassment or allegations of Sexual Harassment, a Board employee who has independent knowledge of or receives a report involving allegations of sex discrimination and/or Sexual Harassment must immediately notify the/a Title IX Coordinator upon learning the information or receiving the report. The Board employee must also comply with mandatory reporting responsibilities pursuant to R.C. 2151.412 and Policy 8462 – Student Abuse and Neglect, if applicable. If the Board employee's knowledge is based on another individual bringing the information to the Board employee's attention and the reporting individual submitted a written complaint to the Board employee, the Board employee must provide the written complaint to the Title IX Coordinator.

If a Board employee fails to report an incident of Sexual Harassment of which the Board employee is aware in a timely manner, the Board employee may be subject to disciplinary action, up to and including termination.

When a report of Sexual Harassment is made, the Title IX Coordinator shall promptly report of Sexual Harassment) contact the Complainant (including the parent/guardian if the Complainant is under 18 years of age or under guardianship) to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the Complainant or Respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

Emergency Removal: Subject to limitations and/or procedures imposed by State and/or Federal law, including the Individuals with Disabilities Education Act and/or Section 504 of the Rehabilitation Act of 1973 where applicable, the District may remove a student Respondent from its education program or activity on an emergency basis after conducting an individualized safety and risk analysis. The purposes of the individualized safety and risk analysis is to determine whether the student Respondent poses an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment that justifies removal. If the District determines the student Respondent poses such a threat, it will so notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal. See Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Student, Policy 5610.03 – Emergency Removal of Students, and Policy 5611 – Due Process Rights.

If the Respondent is a non-student employee, the District may place the Respondent on administrative leave during the pendency of the grievance process.

For all other Respondents, including other members of the School District community and Third Parties, the Board retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

Formal Complaint of Sexual Harassment

A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information set forth above. If a Formal Complaint involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the Complainant should submit the Formal Complaint to the Superintendent, who will designate another person to serve in place of the Title IX Coordinator for the limited purpose of implementing the grievance process and procedures with respect to that Formal Complaint.

When the Title IX Coordinator receives a Formal Complaint or signs a Formal Complaint, the District will follow its Grievance Process and Procedures, as set forth herein. Specifically, the District will undertake an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness.

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of Sexual Harassment or submitting a false Formal Complaint. The Board will not tolerate such conduct, which is a violation of the Student Code of Conduct

The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Timeline

The District will seek to conclude the grievance process, within sixty (60) days of receipt of the Formal Complaint.

If the Title IX Coordinator offers informal resolution processes, the informal resolution processes may not be used by the Complainant or Respondent to unduly delay the investigation and determination of responsibility. The timeline, however, may be subject to a temporary delay of the grievance process or a limited extension for good cause with written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; and the need for language assistance or accommodation of disabilities.

Upon receipt of a Formal Complaint, the Title IX Coordinator will provide written notice of the following to the parties who are known:

- A. Notice of the Board's grievance process, including any informal resolution processes;
- B. Notice of the allegations of misconduct that potentially constitutes Sexual Harassment as defined in this policy, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident, if known. The written notice must:
 1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 2. inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence.
 3. inform the parties of any provision in the Student Code of Conduct, this policy, that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during the course of the investigation, the investigator becomes aware of allegations about the Complainant or Respondent that are not included in the original notice provided to the parties, the investigator will notify the Title IX Coordinator and the Title IX Coordinator will decide whether the investigator should investigate the additional allegations; if the Title IX Coordinator decides to include the new allegations as part of the investigation, the Title IX Coordinator will provide notice of the additional allegations to the parties whose identities are known.

Dismissal of a Formal Complaint

The District shall investigate the allegations in a Formal Complaint, *unless* the conduct alleged in the Formal Complaint:

- A. would not constitute Sexual Harassment (as defined in this policy) even if proved;
- B. did not occur in the District's education program or activity; or
- C. did not occur against a person in the United States.

If one of the preceding circumstances exist, the Title IX Coordinator *shall* dismiss the Formal Complaint. If the Title IX Coordinator dismisses the Formal Complaint due to one of the preceding reasons, the District may still investigate and take action with respect to such alleged misconduct pursuant to another provision of an applicable code of conduct, Board policy, and/or Employee/Administrator Handbook.

The Title IX Coordinator *may* dismiss a Formal Complaint, or any allegations therein, if at any time during the investigation:

- A. a Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein;
- B. the Respondent is no longer enrolled in the District or employed by the Board; or
- C. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.

If the Title IX Coordinator dismisses a Formal Complaint or allegations therein, the Title IX Coordinator must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

Consolidation of Formal Complaints

The Title IX Coordinator may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of Sexual Harassment arise out of the same facts or circumstances.

Where a grievance process involves more than one Complainant or more than one Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

Informal Resolution Process

Under no circumstances shall a Complainant be required as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, to waive any right to an investigation and adjudication of a Formal Complaint of Sexual Harassment. Similarly, no party shall be required to participate in an informal resolution process.

If a Formal Complaint is filed, the Title IX Coordinator may offer to the parties an informal resolution process. If the parties mutually agree to participate in the informal resolution process, the Title IX Coordinator shall designate a trained individual to facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. The informal resolution process may be used at any time prior to the decision-maker(s) reaching a determination regarding responsibility.

If the Title IX Coordinator is going to propose an informal resolution process, the Title IX Coordinator shall provide to the parties a written notice disclosing:

- A. the allegations;
- B. the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations; and
- C. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the Formal Complaint.

Before commencing the informal resolution process, the Title IX Coordinator shall obtain from the parties their voluntary, written consent to the informal resolution process.

During the pendency of the informal resolution process, the investigation and adjudication processes that would otherwise occur have stayed and all related deadlines are suspended.

The informal resolution process is not available to resolve allegations that a Board employee or another adult member of the School District community or Third Party sexually harassed a student.

Investigation of a Formal Complaint of Sexual Harassment

In conducting the investigation of a Formal Complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility is on the District, not the parties.

In making the determination of responsibility, the decision-maker(s) is(are) directed to use the preponderance of the evidence standard. The decision-maker(s) is charged with considering the totality of all available evidence, from all relevant sources.

The District is not permitted to access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the party provides the District with voluntary, written consent to do so; if a student party is not an Eligible Student, the District must obtain the voluntary, written consent of a parent.

Similarly, the investigator(s) and decision-maker(s) may not require, allow, rely upon or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege in writing.

As part of the investigation, the parties have the right to:

- A. present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence; and
- B. have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The District may not limit the choice or presence of an advisor for either the Complainant or Respondent in any meeting or grievance proceeding.

Board Policy 2461 – Recording of District Meetings Involving Students and/or Parents controls whether a person is allowed to audio record or video record any meeting or grievance proceeding.

Neither party shall be restricted in their ability to discuss the allegations under investigation or to gather and present relevant evidence.

The District will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.

Both parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

Prior to completion of the investigative report, the investigator will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least ten (10) calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report.

At the conclusion of the investigation, the investigator shall create an investigative report that fairly summarizes relevant evidence and send the report to each party and the party's advisor, if any, for their review and written response. The investigator will send the investigative report in an electronic format or a hard copy, at least ten (10) calendar days prior to the decision-maker(s) issuing a determination regarding responsibility.

Determination of Responsibility

The Title IX Coordinator shall appoint a decision-maker(s) to issue a determination of responsibility. The decision-maker(s) cannot be the same person(s) as the Title IX Coordinator(s) or the investigator(s).

After the investigator sends the investigative report to the parties and the decision-maker(s), and before the decision-maker(s) reaches a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determination regarding responsibility: The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) must apply the preponderance of the evidence standard.

The written determination will include the following content:

- A. identification of the allegations potentially constituting Sexual Harassment pursuant to this policy;
- B. a description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, [and] methods used to gather other evidence.
- C. findings of fact supporting the determination;
- D. conclusions regarding the application of the applicable code of conduct to the facts;
- E. a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the decision-maker(s) is recommending that the District impose on the Respondent(s), and whether remedies designed to restore or preserve equal access to the District's education program or activity should be provided by the District to the Complainant(s); and
- F. the procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

The following disciplinary sanctions/consequences may be imposed on a student Respondent who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

- A. Informal Discipline
 - 1. writing assignments;
 - 2. changing of seating or location;
 - 3. pre-school, lunchtime, after-school detention;
 - 4. in-school discipline;
 - 5. Thursday school;
- B. Formal Discipline
 - 1. suspension of bus riding/transportation privileges;
 - 2. removal from co-curricular and/or extra-curricular activity(ies), including athletics;
 - 3. emergency removal;
 - 4. suspension for up to ten (10) school days;
 - 5. expulsion for up to eighty (80) school days or the number of school days remaining in a semester, whichever is greater;
 - 6. expulsion for up to one (1) year;
 - 7. permanent exclusion; and
 - 8. any other sanction authorized by the Student Code of Conduct.

If the decision-maker(s) determines the student Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with Policy 5600 – Student Discipline, Policy 5605 – Suspension/Expulsion of Students with Disabilities, Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Students, Policy 5601.01 – Permanent Exclusion of

Nondisabled Students, Policy 5610.02 – In-School Discipline, Policy 5610.03 – Emergency Removal of Students, Policy 5610.04 – Suspension of Bus Riding/Transportation Privileges, Policy 5610.05 – Prohibition from Extra-Curricular Activities, and Policy 5611 – Due Process Rights. Discipline of a student Respondent must comply with the applicable provisions of the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

The following disciplinary sanctions/consequences may be imposed on an employee Respondent who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

- A. oral or written warning;
- B. written reprimands;
- C. performance improvement plan;
- D. required counseling;
- E. required training or education;
- F. demotion;
- G. suspension with pay;
- H. suspension without pay;
- I. termination, and any other sanction authorized by any applicable Employee/Administrator Handbook and/or collective bargaining agreement.

If the decision-maker(s) determines the employee Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with applicable due process procedures, whether statutory or contractual.

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

The following disciplinary sanctions/consequences may be imposed on a non-student/non-employee member of the School District community or Third Party who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

- A. oral or written warning;
- B. suspension or termination/cancellation of the Board's contract with the third-party vendor or contractor;
- C. mandatory monitoring of the third-party while on school property and/or while working/interacting with students;
- D. restriction/prohibition on the third-party's ability to be on school property; and
- E. any combination of the same.

If the decision-maker(s) determines the third-party Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including imposition of sanctions. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so appropriate action can be taken.

The decision-maker(s) will provide the written determination to the Title IX Coordinator who will provide the written determination to the parties simultaneously.

In ultimately imposing a disciplinary sanction/consequence, the Superintendent will consider the severity of the incident, previous disciplinary violations (if any), and any mitigating circumstances.

The District's resolution of a Formal Complaint ordinarily will not be impacted by the fact that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

At any point in the grievance process and procedures, the Superintendent may involve local law enforcement and/or file criminal charges related to allegations of Sexual Harassment that involve a sexual assault.

The Title IX Coordinator is responsible for effective implementation of any remedies.

Appeal

Both parties have the right to file an appeal from a determination regarding responsibility, or from the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, on the following bases:

- A. Procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);
- B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter.

Any party wishing to appeal the decision-maker(s)'s determination of responsibility, or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, must submit a written appeal to the Title IX Coordinator within three (3) days after receipt of the decision-maker(s)'s determination of responsibility or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein.

Nothing herein shall prevent the Superintendent from imposing any remedy, including disciplinary sanction, while the appeal is pending.

As to all appeals, the Title IX Coordinator will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

The decision-maker(s) for the appeal shall not be the same person(s) as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator(s). The decision-maker(s) for the appeal shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant(s) or Respondent(s) and shall receive the same training as required of other decision-makers.

Both parties shall have a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

Specifically, the appealing party must submit with the notice of appeal a written statement challenging the determination of responsibility. The nonappealing party shall have up to three (3) days after receipt of the appealing party's written statement to submit his/her written statement in support of the determination of responsibility.

The decision-maker(s) for the appeal shall issue a written decision describing the result of the appeal and the rationale for the result. The original decision-maker(s)' determination of responsibility will stand if the appeal request is not filed in a timely manner or the appealing party fails to show clear error and/or a compelling rationale for overturning or modifying the original determination. The written decision will be provided to the Title IX Coordinator who will provide it simultaneously to both parties. The written decision will be issued within a reasonably prompt timeframe.

The determination of responsibility associated with a Formal Complaint, including any recommendations for remedies/disciplinary sanctions, becomes final when the time for filing an appeal has passed or, if an appeal is filed, at the point when the decision-maker(s) for the appeal's decision is delivered to the Complainant and the Respondent. No further review beyond the appeal is permitted.

Retaliation

Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any

manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or Sexual Harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Sexual Harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of Sexual Harassment, filing a Formal Complaint, or participating in an investigation, is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Confidentiality

The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of Sexual Harassment, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the Complainant's and Respondent's receipt of the information to which they are entitled related to the investigative record and determination of responsibility).

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment.

Training

The District's Title IX Coordinator, along with any investigator(s), decision-maker(s), or person(s) designated to facilitate an informal resolution process, must receive training on:

1. the definition of Sexual Harassment (as that term is used in this policy);
2. the scope of the District's education program or activity;
3. how to conduct an investigation and grievance process that includes hearings, appeals, and informal resolution processes, as applicable;
4. how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interests, and bias;
5. issues of relevance of questions and evidence, including when questions and evidence about a Complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in this policy; and
6. issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in this policy.

All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of Formal Complaints of sexual harassment.

All Board employees will be trained concerning their legal obligations to report Sexual Harassment to the Title IX Coordinator. This training will include practical information about how to identify and report Sexual Harassment.

Recordkeeping

As part of its response to alleged violations of this policy, the District shall create, and maintain for a period of seven (7) calendar years, records of any actions, including any supportive measures, taken in response to a report or Formal Complaint of Sexual Harassment. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If the District does not provide a Complainant with supportive measures, then the District will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

The District shall maintain for a period of seven (7) calendar years the following records:

- A. each Sexual Harassment investigation including any determination regarding responsibility, any disciplinary sanctions recommended and/or imposed on the Respondent(s), and any remedies provided to the Complainant(s) designed to restore or preserve equal access to the District's education program or activity
- B. any appeal and the result therefrom
- C. any informal resolution and the result therefrom, and
- D. all materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process.

The District will make its training materials publicly available on its website.

Outside Appointments, Dual Appointments, and Delegations

The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy, including, but not limited to, Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Board also retains discretion to appoint two or more persons to jointly fulfill the role of Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Superintendent may delegate functions assigned to a specific Board employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor, to any suitably qualified individual and such delegation may be rescinded by the Superintendent at any time.

Discretion in Application

The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific Complainant and/or Respondent.

Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right, or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time, and for any reason. The Board may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

R.C. 3313.207/208/209, 5104

20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

34 C.F.R. Part 106

OCR's Revised Sexual Harassment Guidance (2001)

20 U.S.C. 1092(F)(6)(A)(v)

34 U.S.C. 12291(a)(10)

34 U.S.C. 12291(a)(8)

34 U.S.C. 12291(a)(30)

SCHOOL POLICE OFFICER SERVICES CONTRACT BETWEEN
EATON COMMUNITY SCHOOLS AND
EATON POLICE ASSOCIATION

THIS SCHOOL POLICE OFFICER SERVICES CONTRACT (this "Agreement") is entered into and made effective as of the 6th day of August 2020, between EATON COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION, 306 EATON LEWISBURG ROAD, EATON, OH, 45320, (the "District") and the EATON POLICE ASSOCIATION, OHIO, 328 N. MAPLE STREET, EATON, OH, 45320, (the "Association"). Each of the signatories hereto is referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, it is the desire of the District and the Association to enter into an agreement under which an Eaton Police Officer will provide Services, as specified below in provision 2, at the District during student arrival and departure times during the 2020-2021 school year.

NOW, THEREFORE, the Parties, in exchange for and in consideration of the mutual promises and covenants contained herein agree as follows:

1. NATURE OF AGREEMENT

- A. The Association shall assign a Police Officer to provide police supervision and other safety services (the "Services") at the District.
- B. The Association is a private, non-for profit corporation duly authorized in the State of Ohio to do business and it is not under the authority, control, or direction of the City of Eaton.
- C. The Police Officer has full police authority while performing duties in the City of Eaton and is a certified Ohio Peace Officer. The Police Officer while engaged in the Services shall at all times be an employee of the Association and not the City of Eaton.
- D. The Police Officer shall provide Services at the intersection of Aukerman Street and Eagle Lane in Eaton, Ohio.
- E. Services shall be provided for one hour during student arrival and for one hour during

student dismissal every school day during the 2020-2021 school year.

F. The District shall pay the City \$30.00 for each hour of Services up to \$60.00 per day.

G. In performing the Services, the Association shall be an independent contractor, and neither the Association nor the assigned Police Officer shall be an employee of the District.

H. The Association shall determine the method, details and means of performing the Services and shall supply all tools, vehicles, and instrumentalities required to perform the Services under this Agreement.

I. Throughout the term of this Agreement, the assigned Police Officer shall maintain any and all licenses and certifications, and shall remain current as to training and professional development. The Association shall be responsible for all costs associated with such licensure, certification, and training.

2. THE SERVICES

A. The Police Officer shall be a sworn City of Eaton Police Officer assigned to provide the law enforcement activities to assist the District in maintaining safety and order during student arrival and dismissal times.

B. In general, the Services will be provided one hour before school during student arrival time (8:00 AM to 9:00 AM) and one hour after school during student dismissal time (3:00 PM to 4:00 PM). In case where arrival and dismissal times are different (e.g., late start, snow delay, early dismissal, etc.), the time of providing the Services shall be adjusted, but shall be provided for one-hour periods during student arrival and dismissal times.

C. The Police Officer shall wear the regulation police officer uniform and operate a police officer vehicle while on duty unless otherwise authorized. One purpose of the Police Officer is to provide a visible deterrent to crime and a positive representation of the Eaton Police Division to students and staff.

D. The duties outlined in this Agreement are not exhaustive. The Police Officer may have additional duties as assigned by the District in cooperation with the Eaton Police Association.

3. TERMINATION AND SUBSTITUTION OF POLICE OFFICER

- A. Either Party may terminate this Agreement at any time upon 14-days notice. Written notice of the termination shall be delivered to either party, via certified mail at the address stated above.
- B. Upon request by either Party, the Police Officer may be replaced by another individual to serve in the position of Police Officer,

4. PAYMENT TERMS

- A. The Association shall invoice the District within thirty (30) days of month end for the cost of Services.
- B. The District shall pay the Association within 30 days of receipt of invoice. If the District fails to make timely payment, it shall have 10 days to cure any late payment without penalty.

5. MISCELLANEOUS

- A. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements or understandings, oral and written, among the Parties with respect to the subject matter hereunder. In the event of any conflict between the terms of this Agreement, the terms of this Agreement shall control.
- B. This Agreement may only be amended in writing signed by each of the Parties. No term or condition of this Agreement shall be deemed waived, nor shall any estoppels exist against the enforcement of any provision of this Agreement, except by written instrument signed by the Party charged with such waiver or estoppels. No single waiver of any term or condition of this Agreement shall be deemed to be a continuing waiver unless so indicated in a written instrument signed by the Party charged with the waiver.
- C. This agreement may be executed in multiple counterparts, each of which shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.
- D. Each party warrants that the individual signing this Agreement on behalf of such party has the authority to enter into this Agreement and to bind the principal in whose behalf he or she signs. Further, each party agrees and affirms that the undersigned possesses all requisite right and authority of his or her principal to order or provide, and to obligate his or her principal to pay for, or to provide those services described herein.

- E. Should any provision of this Agreement, or the application thereof, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or alternative applications thereof, other than the provision(s) which shall have been held invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity.
- F. No Party may assign this Agreement or the rights, interests or obligations hereunder without the written consent of the other Party.
- G. This Agreement will be governed and interpreted under and in accordance with laws of the State of Ohio.

Dated August 6, 2020

For Eaton Community School District
Board of Education:

By:

Its:

For the Eaton Police Association:



By:

Its:

**FACILITIES AGREEMENT
FORT ST. CLAIR
Eaton Community Schools Cross Country Teams 2020**

This Agreement is entered into this 10th day of August, 2020, by and between the CITY OF EATON, State of Ohio, whose mailing address is 328 N. Maple Street, P.O. Box 27, Eaton, Ohio, 45320, hereinafter referred to as "City" by the authority of the Eaton City Manager, Brad Collins, as provided in the Codified Ordinances of the City of Eaton, Ohio, and the EATON COMMUNITY SCHOOL BOARD, on behalf of the Eaton Community Schools Cross Country Teams, whose mailing address is 600 Hillcrest Drive, Eaton, Ohio 45320, hereinafter referred to as "User," by the authority of the Eaton Community Schools, through its Board of Education President, Lisa Noble and its Superintendent of Schools, Jeff Parker.

WITNESSETH, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. CITY'S OBLIGATIONS:

- A. The City hereby agrees to permit User to use Fort St. Clair Park (hereinafter "Park") for the following dates and times:
 - i. Eaton High School and Middle School Cross Country teams home meets as set forth on the attached schedule marked as Exhibit 1; and
 - ii. All practices for the Cross Country teams as scheduled on Monday through Saturday.
- B. The City shall not be responsible for providing any necessary personnel, supplies or materials to the User for any of its functions.

2. USER'S OBLIGATIONS:

- A. User hereby agrees to leave the entire Premises, including the parking lots, in a clean and orderly fashion, free of all debris and litter. If User fails to comply with the provisions set forth herein and the City is forced to utilize its own employees to return the Complex to a clean and orderly state, User will be responsible for the expense of the same. User hereby agrees to so reimburse City for the use of the City's employees within thirty (30) days of receipt of an invoice from the City. Any invoice more than fifteen (15) days past due shall be charged five percent (5%) interest for each fifteen (15) day period such invoice is past due.
- B. User agrees to abide by the instructions as to the use of the Park.
- C. User hereby agrees that it is responsible for its own functions and must obtain necessary and needed personnel, materials and supplies at its own expense.
- D. User hereby agrees that it will indemnify and hold harmless the City, its officers, agents and employees from any and all liability of every kind, nature or description, arising out of any and all claims, demands, lawsuits or judgments, which may be brought by any persons, firms or corporations against the City, its officers, agents and employees, by reason of any and all accidents or incidents of every kind and description, occurring anywhere on the Park premises, which may occur or arise out of User's or its invitees use of the Park.
- E. Upon the request of User, subject to provision 1(A) above, the City shall consider the usage of the Park by User for additional dates as requested. Any additional or rescheduled Park usage shall occur only upon the mutual agreement of the parties.

- 3. **TERM:** This Agreement shall be in effect from the date first written above until November 6, 2020.
- 4. **TERMINATION:** Upon the breach of any condition or term of this Agreement by User, City may terminate this Agreement immediately upon written notice to User.

5. **MISCELLANEOUS:**

- A. Neither City nor User shall assign, sublet or transfer their interest in this Agreement without the express written consent of the other party.
- B. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, both written and oral.
- C. This Agreement may be amended or modified upon the written agreement of the parties, as evinced by an Addendum to this Agreement.
- D. This Agreement and all rights and obligations of the parties hereunder shall be construed and governed by the laws of the State of Ohio. To the extent that any provision of this Agreement is held to be invalid, that provision shall be deemed deleted and the remaining provisions shall remain in full force and effect.
- E. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.
- F. Each party warrants that the individual signing this Agreement on behalf of such party has the authority to enter into this Agreement and to bind the principal in whose behalf he or she signs.

Witness our signatures on the date first above written.

Eaton Community School Board

City of Eaton, State of Ohio

By: _____
Lisa Noble – President, Board of Education

By: _____
Brad Collins – City Manager

Witness

Witness

Eaton Community Schools

By: _____
Jeff Parker, Superintendent

Witness

APPROVED AS TO FORM:

Ryan L. Brunk
Director of Law – City of Eaton

**FACILITIES AGREEMENT
Tennis Complex
Eaton High School Girl's Tennis 2020**

This Agreement is entered into this 10th day of August, 2020, by and between the CITY OF EATON, State of Ohio, whose mailing address is 328 N. Maple Street, P.O. Box 27, Eaton, Ohio, 45320, hereinafter referred to as "City" by the authority of the Eaton City Manager, Brad Collins, as provided in the Codified Ordinances of the City of Eaton, Ohio, and the EATON COMMUNITY SCHOOL BOARD, on behalf of the Eaton Community Schools Tennis Teams, whose mailing address is 600 Hillcrest Drive, Eaton, Ohio 45320, hereinafter referred to as "User," by the authority of the Eaton Community Schools, through its Board of Education President, Lisa Noble and its Superintendent of Schools, Jeff Parker.

WITNESSETH, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. CITY'S OBLIGATIONS:

- A. The City hereby agrees to permit User to use the City's Brook-Gould Memorial Tennis Complex, hereinafter referred to as "Complex", for the following functions on the following dates and times:
 - i. Girls' team practice Monday through Friday from 3:30 P.M. to 6:00 P.M.
 - ii. Girls' Varsity Tennis Home Matches from 3:30 P.M. to 8:30 P.M. Said home matches are listed and highlighted as "Home" in the attached schedule marked as "Exhibit 1" and are incorporated by reference as if fully rewritten herein.
- B. The City shall not be responsible for providing any necessary personnel, supplies or materials to the User for any of its functions.

2. USER'S OBLIGATIONS:

- A. User hereby agrees to leave the entire Complex, including the parking lots, in a clean and orderly fashion, free of all debris and litter. If User fails to comply with the provisions set forth herein and the City is forced to utilize its own employees to return the Complex to a clean and orderly state, User will be responsible for the expense of the same. User hereby agrees to so reimburse City for the use of the City's employees within thirty (30) days of receipt of an invoice from the City. Any invoice more than fifteen (15) days past due shall be charged five percent (5%) interest for each fifteen (15) day period such invoice is past due.
- B. User hereby agrees that it is responsible for its own functions and must obtain necessary and needed personnel, materials and supplies at its own expense.
- C. User hereby agrees that it will indemnify and hold harmless the City, its officers, agents and employees from any and all liability of every kind, nature or description, arising out of any and all claims, demands, lawsuits or judgments, which may be brought by any persons, firms or corporations against the City, its officers, agents and employees, by reason of any and all accidents or incidents of every kind and description, occurring anywhere on said Complex, which may occur or arise out of User's use of the Complex.
- D. Upon the request of User, the City shall consider the usage of the Complex by User for additional dates not specified in Exhibit 1. Any additional or rescheduled Complex usage shall occur only upon the mutual agreement of the parties.

3. **TERM:** This Agreement shall be in effect from the date first written above until October 1, 2020.

4. **TERMINATION:** Upon the breach of any condition or term of this Agreement by User, City may terminate this Agreement immediately upon written notice to User.

5. **MISCELLANEOUS:**

- A. Neither City nor User shall assign, sublet or transfer their interest in this Agreement without the express written consent of the other party.
- B. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, both written and oral.
- C. This Agreement may be amended or modified upon the written agreement of the parties, as evinced by an Addendum to this Agreement.
- D. This Agreement and all rights and obligations of the parties hereunder shall be construed and governed by the laws of the State of Ohio. To the extent that any provision of this Agreement is held to be invalid, that provision shall be deemed deleted and the remaining provisions shall remain in full force and effect.
- E. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.
- F. Each party warrants that the individual signing this Agreement on behalf of such party has the authority to enter into this Agreement and to bind the principal in whose behalf he or she signs.

Witness our signatures on the date first above written.

Eaton Community School Board

City of Eaton, State of Ohio

By: _____
Lisa Noble – President, Board of Education

By: _____
Brad Collins – City Manager

Witness

Witness

Eaton Community Schools

By: _____
Jeff Parker, Superintendent

Witness

APPROVED AS TO FORM:

Ryan L. Brunk
Director of Law – City of Eaton

**AFFILIATION AGREEMENT BETWEEN
EATON HIGH SCHOOL
AND
WRIGHT STATE UNIVERSITY**

This Affiliation Agreement (the "Agreement") is made and entered into effective the 10th day of August, 2020, by and between Wright State University, an Ohio public institution of higher education (the "University"), and Eaton High School (the "Clinical Facility"), located at 600 Hillcrest Drive Eaton, OH 45320.

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

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

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

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

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

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

1. RESPONSIBILITIES OF THE CLINICAL FACILITY

- 1.1 The Clinical Facility will provide clinical experience situations based on curriculum and objectives to be provided by the University. It is understood that the Clinical Facility staff shall remain solely responsible for the care and treatment of Clinical Facility clients.
- 1.2 The Clinical Facility will designate one person to directly supervise the Student's clinical experiences (the "Preceptor"). The Preceptor must hold a current certification with the Board of Certification for Athletic Training and an Athletic Training license with the Ohio Occupational Therapy/Physical Therapy/Athletic Training Board or other credentials based on the state's practice act. The Preceptor shall coordinate the Student's clinical learning experience at the Clinical Facility. The Clinical Facility shall provide the University with advance written notification if there is any change or proposed change to the Preceptor or any other person who is directly supervising a Student's clinical experiences at the Clinical Facility.

- 1.3 The Clinical Facility will permit, upon reasonable advance notice, the inspection of its clinical and related facilities by agencies charged with the responsibility for accreditation of the University and/or the Program.
- 1.4 The Clinical Facility will recommend to and discuss with the University the withdrawal of a Student if, based upon the particular facts of a given situation gathered through a reasonably thorough investigation, the Clinical Facility reasonably believes that: (1) the achievement, progress, adjustment or health of the Student does not warrant a continuation at the Clinical Facility, or (b) the behavior of the Student fails to conform to the applicable regulations of the Clinical Facility. The Clinical Facility will assist the University, if necessary, in implementing any such recommendation.
- 1.5 Notwithstanding the foregoing, the Clinical Facility reserves the right, exercisable at its discretion, to suspend immediately and pending further investigation any Student's participation in clinical education experiences at the Clinical Facility in the event that the Student's conduct or state of health is deemed to pose an immediate threat to the Clinical Facility's operations or the safety or health of its employees or others. The Clinical Facility shall supply both the Student and the University with written notification and rationale for any such suspension.
- 1.6 The Clinical Facility, in coordination with the University, shall provide all equipment and supplies needed for clinical instruction at the Clinical Facility. The Student's identification badge shall be provided by the University.
- 1.7 The Clinical Facility agrees to provide emergency medical care for any accident, injury, or illness at the Student's expense.
- 1.8 The Clinical Facility will provide the University and each Student with a copy of the written regulations which will govern the Student's activities and responsibilities while at the Clinical Facility, which regulations may be modified by the Clinical Facility at its discretion upon written notification to the University.
- 1.9 The Clinical Facility shall maintain all records and reports on each Student's performance as mutually agreed by the University's Director of Athletic Training and the Clinical Facility's Preceptor. The Clinical Facility will provide evaluations of each assigned Student to the University on the forms provided by the University periodically during the course of the clinical education experience and no later than seven days before the conclusion of each Student's clinical experience.
- 1.10 The Clinical Facility agrees to allow Students and faculty of the University parking in the Clinical Facility's lots on the same basis as it provides parking to employees of the Clinical Facility, space permitting.

2. RESPONSIBILITIES OF THE UNIVERSITY

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

3. RESERVATION OF RIGHTS; PLACEMENT

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

4. STUDENT REQUIREMENTS

- 4.1 The University, in cooperation with each Student, shall provide the Clinical Facility with satisfactory written documentation of the Student's health status and/or any known limitations.
- 4.2 The University shall require that each Student has completed a physical examination within one year of his/her admission into the Program. The University shall also require that each Student has had Hepatitis B vaccination(s) and demonstrates immunity to rubella and rubeola. In addition, the University shall require that each Student has received a one-step Mantoux TB test and/or a chest x-ray, with follow-up TB skin tests and/or chest x-rays annually.

- 4.3 Prior to assignment to the Clinical Facility, each Student shall obtain a criminal background check and provide a record of their criminal convictions, other than traffic convictions, to the Clinical Facility.
- 4.4 Each Student shall provide a current copy of emergency care certifications ("ECC's") at the level of a professional rescuer/healthcare provider.

5. UNIVERSITY INSURANCE AND RESPONSIBILITY

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

6. CLINICAL FACILITY INSURANCE AND RESPONSIBILITY

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

7. NON-DISCRIMINATION

- 7.1 The Clinical Facility and the University agree that neither party will use any

discriminatory practices in the assignment, acceptance, evaluation, or withdrawal of any Student in the Program nor discriminate against any beneficiary of services provided by the Clinical Facility in the performance of this Agreement or otherwise on the basis of age, sex, race, color, religion, national origin, disability, ancestry, genetic information, military status, or any other characteristic or trait protected by applicable local, state or federal law.

8. TERM AND TERMINATION

- 8.1 The term of this Agreement shall commence on the 10th day of August, 2020, and shall continue in full force and effect until the 9th day of August, 2022. Thereafter, the Agreement may be renewed only by signed written agreement of the parties.
- 8.2 Either party may earlier terminate this Agreement for any reason upon 90 days' advance written notice to the other party. Either party may also terminate this Agreement upon 30 days' advance written notice if it notifies the other party in writing of that party's breach of or default upon any of the material terms or conditions of this Agreement and that party fails to cure such breach or default within the 30 days.
- 8.3 If the termination of this Agreement, for any reason, occurs while a Student has not yet completed his or her clinical learning experience at the Clinical Facility, and that Student is in good standing with the Clinical Facility, the Student shall be permitted to complete the scheduled clinical learning experience, and the University and the Clinical Facility shall cooperate to accomplish this goal.

9. NOTICE

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

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

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

Eaton Community Schools
306 Eaton Lewisburg Rd.

Eaton, Ohio 45320
Attn: Jeff Parker, Superintendent

10. INDEPENDENT CONTRACTOR STATUS

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

11. CONFIDENTIALITY

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

12. NONASSIGNMENT

- 12.1 Neither this Agreement nor any of the parties' rights or obligations hereunder may be assigned or transferred to a third party without the express, advance written approval of the other party.

13. GOVERNING LAW; VENUE

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

located in Franklin County, Ohio.

14. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective authorized representatives effective as of the day and year first above written.

WRIGHT STATE UNIVERSITY:

EATON HIGH SCHOOL:

By: _____

By: _____

Rebekah Bower

Jeff Parker

Athletic Training Program Director

Superintendent

Date: _____

Date: _____

By: _____

Dr. Drew Pringle

Chair of KNH Department

Date: _____

1. BCESC and ECS agree to collaborative operation and delivery of services to children in ECS.
2. The BCESC will supervise the delivery of Success Program services to children and their families. The BCESC will oversee the supervision/evaluation of BCESC staff (with input from ECS) and will oversee the communication among partnering agencies.
3. The BCESC will provide 1.5 Community School Liaisons and one .5 Supervisor and related supervision, consultation , training, laptop computer, travel and cell phone.
4. ECS will provide a private place for staff to work, internet access and networking at each school served, ECS email account, access to information for students online, and printing/copying capability.
5. ECS will be billed \$41,389.68 for 1.5 Community School Liaisons and Supervision Fees for the 2020-2021 school year. ECS will be invoiced for services in December, 2020 and April, 2021 by the BCESC.

Both parties agree to resolve disputes over obligations set forth in this agreement as reasonably as possible. However, this agreement or parts of this agreement can be terminated by either party for cause provided that either party provide written notice to the other party of the defaults that are claimed to have occurred and give the party ten (10) days within which to cure such defaults. In the event that the defaults are not cured, notice in writing will be given to the defaulting party and this agreement will terminate within thirty (30) days of such notice.

Treasurer, Eaton Community Schools


PRICE QUOTE (12 Months)

ParentSquare Inc.
 6144 Calle Real, #200A
 Goleta, CA 93117 · USA
 866-496-3168 | www.parentsquare.com
 Tax ID: 45-3139804

Created Date: 8/5/20
Expiration Date: 9/4/20
Term: 8/1/2020-7/31/2021
School/District: Eaton Community Schools
Contact Name: Stephen Woods
Contact Title: Information Technology Specialist
Email: swoods@eaton.k12.oh.us

Prepared By: Nathan Ericson
Email: nathan.ericson@parentsquare.com
Phone: 614.753.9742
Bill To Name: Eaton Community Schools
Billing Address: 306 Eaton Lewisburg Rd.
 Eaton, OH 45320
Billing Phone: (937) 456-1107
Bill to Email: swoods@eaton.k12.oh.us
Payment Term: Net 30

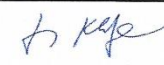
Item	Unit Price	Total Units	Price
On-Boarding & Data Setup	\$900	1	\$900.00
Annual Subscription Fee (per student/12 Months)	\$3.75	2074	\$7,777.50
Secure Document Delivery (per student/12 Months)	\$1	2074	\$2,074.00
Student Square (per student/12 Months)	\$1	0	\$0.00

Total: **\$10,751.50**

Terms and Conditions

The Services are subject to the terms contained in this Order Form and School Agreement which are located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement"). By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

School/District:
Name: _____
Title: _____
Date: _____
Signature: _____

ParentSquare Signature:
Name: Jay Klanfer
Title: VP, District Partnerships
Date: 8/5/20
Signature: 

Feature Benefits per Participating Ohio School/District

Item	Price
Mass Notifications & Urgent Alerts*	\$3.75 per student
Administrative Oversights & Archiving	
Mobile App (iOS/Android) & Web Portal	
Teacher & Classroom Communication	
Direct Messaging & Chat	
Social Media & Website Sharing	
Directory (Search by name, email, phone, student)	
Language Translation	
Forms & Permission Slips	
Notifications - Attendance, Lunch Balances, Bus Routes, etc.	
Invoices, Payments, & Fundraisers	
Calendars & RSVP	
Student/Parent/Staff Surveys & Polls	
Classroom Material Requests	
Volunteer Sign Up & Tracking	
Parent-Teacher Conference Sign Up	
Newsletter & Message Templates	
Photo & File Sharing	

*(Not available during "Preview Period.")

Additional Purchase Options per Participating Ohio School/District

Item	Price
Secure Document Delivery (ADD \$1.00/student)	\$1
StudentSquare (ADD \$1.00/student)	\$1

Appendix A - Definitions
On-boarding Fee:

A one-time on-boarding fee is invoiced at Term Start Date. The on-boarding fee includes ParentSquare set up as a co-branded website, one admin and one teacher online training session, and initial consultations for getting started with ParentSquare.

Annual Subscription Fee:

An annual subscription fee is invoiced at Term Start Date and each year on the Term anniversary date. The annual subscription fee is re-evaluated each year based on participating student enrollment on the anniversary date upon renewal.



Schedule A

SALES ORDER

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date:	07/31/2020
License Start Date:	12/01/2020	Quote Number:	00036729
License End Date:	06/30/2021	Partner ID:	7764
Prepared By:	Susie Spafford	Contact Name:	Doc Horton
Phone:		Phone:	(937) 456-1107
Email:	susie.spafford@nwea.org	Email:	mhorton@eaton.k12.oh.us
Bill To Name:	Eaton Community Schools	Ship To Name:	Eaton Community Schools
Bill To Address:	306 Eaton Lewisburg Rd Eaton, OH 45320	Ship To Address:	306 Eaton Lewisburg Rd Eaton, OH 45320

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth - Addl Grades - Winter/Spring 20-21 Testing	\$8.00	\$8.00	450	\$3,600.00	-\$0.00

Quote Discount -\$0.00

Quote Subtotal \$3,600.00

Estimated Tax \$0.00

Grand Total \$3,600.00**Terms and Conditions**

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____ Printed Name: _____

Date: _____ Title: _____



Schedule A

SALES ORDER

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date:	07/31/2020
License Start Date:	07/01/2020	Quote Number:	00029093
License End Date:	06/30/2021	Partner ID:	7764
Prepared By:	Susie Spafford	Contact Name:	Doc Horton
Phone:		Phone:	(937) 456-1107
Email:	susie.spafford@nwea.org	Email:	mhorton@eaton.k12.oh.us
Bill To Name:	Eaton Community Schools	Ship To Name:	Eaton Community Schools
Bill To Address:	306 Eaton Lewisburg Rd Eaton, OH 45320	Ship To Address:	306 Eaton Lewisburg Rd Eaton, OH 45320

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth Science (Add-On)	\$2.50	\$2.50	330	\$825.00	-\$0.00
MAP Growth K-12	\$13.50	\$10.75	1,370	\$14,727.50	-\$3,767.50

Quote Discount -\$3,767.50

Quote Subtotal \$15,552.50

Estimated Tax \$0.00

Grand Total \$15,552.50**Terms and Conditions**

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____ Printed Name: _____

Date: _____ Title: _____



**Schedule A
For
Fall 2020 Testing Evaluation**

SALES ORDER

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date:	07/31/2020	Quote Number:	00036728
Subscription Start Date:	07/01/2020	Partner ID:	7764		
Subscription End Date:	11/30/2020				
Prepared By:	Susie Spafford	Contact Name:	Doc Horton		
Phone:		Phone:	(937) 456-1107		
Email:	susie.spafford@nwea.org	Email:	mhorton@eaton.k12.oh.us		
Bill To Name:	Eaton Community Schools	Ship To Name:	Eaton Community Schools		
Bill To Address:	306 Eaton Lewisburg Rd Eaton, OH 45320	Ship To Address:	306 Eaton Lewisburg Rd Eaton, OH 45320		

Product	Sales Price	Quantity	Grade Levels	Total Price
MAP Growth Fall 2020 Evaluation License	\$0.00	450	K;1;2	\$0.00

Quote Subtotal	\$0.00
Estimated Tax	\$0.00
Grand Total	\$0.00

Terms and Conditions

This Schedule A is subject to the terms and conditions of NWEA's United States Master Subscription Agreement located at <https://legal.nwea.org/> (the "Terms"), which are hereby incorporated by reference. By signing this Schedule A you agree you have read and understood the Terms and agree to the Terms.

The Products are offered under Evaluation License terms pursuant to Section 22 of the Terms for the full term of the subscription. The subscription is valid through November 30, 2020. The Products are being provided to the Subscriber on an as-is basis for Subscriber's evaluation and feedback. Limited support will be provided during normal business hours to assist Subscriber in using and evaluating the Products.

Information about NWEA's collection, use, and disclosure of Student Information can be found here:
<https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the Terms identified here are valid until August 31, 2020. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____ Printed Name: _____

Date: _____ Title: _____



Customer Agreement

Newsela
620 8th Avenue, 21st Floor
New York, NY 10018
United States of America

Customer Agreement No. Q-32578
Newsela Sales Rep: Amy Alvarez
Contact Email: amy.alvarez@newsela.com
Offer Date: June 29, 2020
Expiration Date: June 30, 2020

To MissAnne Imhoff
Eaton Community Schools City
306 Eaton Lewisburg Rd
Eaton, OH
45320-1105

Billing Information
Billing Frequency:
Payment Terms: Net 30
Billing Schedule:

Qty	School	Products/Services	License Dates	Line Total
1	EATON HIGH SCHOOL	Distance Learning District Suite	08/01/20 To 07/31/21	\$7,920.00
1	EATON MIDDLE SCHOOL	Distance Learning District Suite	08/01/20 To 07/31/21	\$7,840.00
1	HOLLINGSWORTH EAST ELEMENTARY SCHOOL	Distance Learning District Suite	08/01/20 To 07/31/21	\$2,400.00
1	WILLIAM BRUCE ELEMENTARY SCHOOL	Distance Learning District Suite	08/01/20 To 07/31/21	\$7,440.00
				Contract Total \$25,600.00

The subscription for the Products/Services shall commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term shall not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a "Renewal Term"), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

Once this Customer Agreement has been signed, the Customer agrees to pay the Contract Grand Total set forth above

per the Billing Terms noted above. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services shall not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

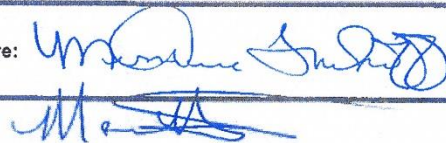
PO Required:

PO Number:

PO Amount:

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:



Date of Signature: 6/30/2020

6/30/2020