

# EATON BOARD OF EDUCATION REGULAR MEETING

Hollingsworth East Elementary School Cafeteria

September 9, 2013

6:00 p.m.

## I. Opening of the Meeting

1. **Call to Order** – President

2. **Roll Call** – President

R. McKinney \_\_\_ D. Mowen \_\_\_ T. Parks \_\_\_ B. Pool \_\_\_ J. Renner \_\_\_

B. Curry \_\_\_ P. Dodson \_\_\_ C. Neanen \_\_\_ S. Couch \_\_\_

K. Carpenter \_\_\_ K. Powell \_\_\_ P. Friesel \_\_\_

3. **Pledge of Allegiance**

4. **Adopt the Agenda**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to adopt the agenda.

Discussion.

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

5. **Recognition of Visitors**

A. Janet Sikora, presentation of gift to auditorium.

6. **Executive Session (only if necessary)**

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

To discuss \_\_\_\_\_.

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

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

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

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

## 7. Other Opening Business

## II. Treasurer's Business – Priscilla Dodson

1. The Treasurer recommends approval of the following:

- A. Approve minutes of the August 12, 2013 Regular Board Meeting.
- B. Submission of Warrants.
- C. Submission of Financial Report.
- D. Submission of Investment Report.
- E. Transfer \$373,211.63 from 001-0000 to 001-9413 Instructional Supplies.
- F. Transfer \$373,211.63 from 001-0000 to 001-9414 Capital Improvements.
- G. Approve change order to Bid Package #4.1 in the amount of \$28,294.00 to AKA Construction for the purpose of milling and paving Hillcrest Drive as part of the Eaton Middle School project.
- H. Approve moving the following certificated staff on the pay scale, effective FY14.
  - a. Patricia McGinnis to a Masters +15
  - b. Tracy Wilson to a Masters +15.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item II. 1.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

## III. Old Business

- 1. Miami Valley Career Technology Center Report – Doug Mowen
- 2. Parks and Recreation Board Report – Joe Renner
- 3. Superintendent's Report – Dr. Barbara Curry
- 4. Director of Education's Report – Cindy Neanen
- 5. Administrator's Report – Kern Carpenter

6. **Supervisor's Report** – Tim Miller

7. **Other Old Business**

**IV. New Business**

1. **Resignation**

The Administration recommends acceptance of the following resignation:

A. William Aukerman, Swim Coach

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 1.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

2. **Employment – Classified Staff**

The Administration recommends the employment of the following personnel for the 2013-2014 school year. Employment contingent upon certification (where applicable), criminal record check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

A. Debra Finfrock, Educational Aide

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 2.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

3. **Employment – Certificated Staff Extra-Curricular Supplemental Contract**

The Administration recommends the following supplemental contract for the 2013-2014 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

A. Emily Pioske, Vocal Music Director – HS

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 3.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

**4. Employment – Certificated Staff – Substitute Teacher/Tutor as certified by the Preble County Educational Service Center.**

The Administration recommends approval of the substitute teacher/home instruction tutor for the 2013-2014 school year, as certified by the Preble County Educational Service Center.

A. Kelly Coffman

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 4.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

**5. Employment – Non-certificated Staff – Substitutes**

The Administration recommends employment of the following substitutes for the 2013-2014 school year. Employment contingent upon certification (if necessary), criminal background check, and all applicable state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

A. Vicki Smith, Substitute Cafeteria Worker

B. Elizabeth Murphy, Substitute Educational Aide

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 5.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool\_\_\_ Renner \_\_\_

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

## **6. Approval of Certificated Salary Schedule**

The Administration recommends approval of the F14 Salary Schedule for certificated staff (Attachment A).

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 6.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool\_\_\_ Renner \_\_\_

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

## **7. Board of Education Policy Update**

The Administration recommends the first reading of the following revision to the Board of Education policies and regulations.

A. Policy KGC – No Tobacco Use on District Property (Attachment B).

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 7.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool\_\_\_ Renner \_\_\_

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

## **8. Purchase of Service**

The Administration recommends the approval of the following purchase of service contracts for the 2013-2014 school year.

A. Promax, for layout, design and newsletter editing services as needed; not to exceed \$1,800.00.

B. Montgomery County Educational Service Center, for DASA services, in the amount of \$500.00.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 8.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

### **9. Agreement with Preble County Board of Developmental Disabilities**

The Administration recommends approval of the agreement with the Preble County Board of Developmental Disabilities to provide transportation for a student attending Project SEARCH at Miami University in Oxford, Ohio, retroactive to August 19, 2013 (Attachment C).

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 9.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

### **10. Agreement with the Eaton Police Department**

The Administration recommends approval of the agreement with the Eaton Police Department to provide an officer at East Avenue and High Street for a maximum of two (2) hours a day to assist elementary students within the walk zone, retroactive to September 3, 2013. (Agreement D).

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 10.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

### **11. Authorization to Operate Band Equipment Van**

The Administration recommends authorization for the following school employee and volunteer to operate the band equipment van during the 2013-2014 school year, pending completion of all state and local requirements.

A. Daniel Sizemore

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 11.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

## **12. Approval of Bus Routes**

The Administration recommends approval of bus routes for the 2013-2014 school year as submitted by the Director of Operations. Bus routes may be revised at the discretion of the Superintendent or designee. Bus routes are on file in the Transportation Department Office.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 12.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

## **13. Approval of Out-of-State Trips**

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

- A. High School Cross Country team and coaches, to Franklin County High School Cross Country Invitational, Lexington, Kentucky, September 20-21, 2013.
- B. High School Seniors and chaperones, to New York City, New York, April 16 – 20, 2014.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 13.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

## **14. Textbook Disposals**

The Administration recommends approval to declare the following books surplus/obsolete and to dispose of them accordingly.

- A. 34 – The Music Connection, Silver Burdett Ginn, 1995
- B. 1 – Teacher workbook for The Music Connection, Silver Burdett Ginn, 1995

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 14.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool\_\_\_ Renner \_\_\_

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

**15. Other New Business**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 15.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool\_\_\_ Renner \_\_\_

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

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

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

To discuss \_\_\_\_\_.

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

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool\_\_\_ Renner \_\_\_

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

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

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

**V. Adjournment**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to adjourn the meeting.

Discussion



Eaton Board of Education

Regular Meeting

September 9, 2013

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McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

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

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**Upcoming Regular Board Meetings:**

Monday, October 14, 2013 – 6:00 p.m.  
Hollingsworth East Elementary

Monday, November 4, 2013 – 6:00 p.m.  
Hollingsworth East Elementary

Monday, December 9, 2013 – 6:00 p.m.  
Hollingsworth East Elementary

EATON COMMUNITY SCHOOLS  
SALARY SCHEDULE FOR 2013-2014

YEARS	BA	150 HRS	MASTERS	MAST+15
Step 0	\$35,124	\$36,880	\$39,690	\$40,190
Step 1	\$36,627	\$38,559	\$41,510	\$42,010
Step 2	\$38,131	\$40,238	\$43,329	\$43,829
Step 3	\$39,634	\$41,917	\$45,148	\$45,648
Step 4	\$41,137	\$43,596	\$46,968	\$47,468
Step 5	\$42,641	\$45,275	\$48,787	\$49,287
Step 6	\$44,144	\$46,954	\$50,607	\$51,107
Step 7	\$45,647	\$48,633	\$52,426	\$52,926
Step 8	\$47,150	\$50,312	\$54,246	\$54,746
Step 9	\$48,654	\$51,991	\$56,065	\$56,565
Step 10	\$50,157	\$53,669	\$57,884	\$58,384
Step 11	\$51,660	\$55,348	\$59,704	\$60,204
Step 12	\$53,164	\$57,027	\$61,523	\$62,023
Step 13	\$53,164	\$57,027	\$63,343	\$63,843
Step 14	\$53,164	\$57,027	\$63,343	\$63,843
Step 15	\$53,164	\$57,027	\$63,343	\$63,843
Step 16	\$53,164	\$57,027	\$63,343	\$63,843
Step 17	\$53,164	\$57,027	\$63,343	\$63,843
Step 18	\$53,164	\$57,027	\$63,343	\$63,843
Step 19	\$53,164	\$57,027	\$63,343	\$63,843
Step 20	\$53,164	\$57,027	\$63,343	\$63,843
Step 21	\$54,667	\$58,706	\$65,162	\$65,662

## NO TOBACCO USE ON DISTRICT PROPERTY

The Board has a duty to protect and promote the health and well-being of all students and staff. The Board is acutely aware of the serious health risks associated with the use of tobacco products, both to users and nonusers, and that most tobacco use begins by the age of 18. The Board recognizes that staff and school visitors serve as role models to students and, therefore, adopts this 100% tobacco-free District policy to endorse a healthy lifestyle and prevent tobacco use.

For the purpose of this policy, “tobacco” is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette and any other smoking product, and spit tobacco, also known as smokeless, dip, chew and snuff, in any form.

### Tobacco Use Prohibited

No volunteer or school visitor is permitted to smoke, inhale, dip or chew tobacco at any time, including non-school hours:

1. in any building, facility or vehicle owned, leased, rented or chartered by the District or
2. on school grounds, athletic facilities or parking lots.

### Tobacco Advertisements and Promotions

Tobacco advertising is prohibited on school grounds, in all school-sponsored publications and at all school-sponsored events. Tobacco promotional items that promote the use of tobacco products, including clothing, bags, lighters and other personal articles, are not permitted on school grounds, in school vehicles or at school-sponsored events.

### Providing Notice

“No Tobacco” signs will be posted throughout the District at entrances and other appropriate locations in all academic buildings, administrative spaces and athletic fields. District vehicles will display the international “No Smoking” insignia. Announcements will be made during home athletic events both before the event and during intermission, as well as at all school functions where deemed appropriate. School programs will include a written reminder of the no tobacco use on District property policy.

Enforcement

Citizens failing to comply with this policy are educated as to State law and the Board's policy on smoking. Persons refusing to extinguish smoking materials are directed to leave school property.

The following disciplinary actions shall be taken against school visitors found in violation of this policy

1st offense: verbal notification of the policy

Multiple offenses: removal from school property or, if off-campus, removal from school activity

[Adoption date: June 1, 2003]

[Re-adoption date: January 14, 2013]

[Re-adoption date: ]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
Goals 2000: Educate America Act; 20 USC 6081 through 6084  
ORC 3313.20  
3794.01; 3794.02; 3794.03(F); 3794.04; 3794.06  
OAC 3301-35-02; 3301-35-05

CROSS REFS.: GBK, Tobacco Use on District Property by Staff Members  
JFCG, Tobacco Use by Students  
KGB, Public Conduct on District Property

**Contract  
Between  
Preble County Board of Developmental Disabilities  
And  
Eaton Community Schools  
For the Provision of Transportation Services**

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

- 1.01 This Agreement is entered into by and between the Preble County Board of Developmental Disabilities, (hereinafter "DD Board"), 200 Eaton Lewisburg Road, Eaton, Ohio 45320 and Eaton Community Schools, (hereinafter "ECS") 307 North Cherry Street, Eaton, Ohio 45320. This Agreement will become effective on August 19, 2013 and will continue in effect for nine months from such date (May 15, 2014).

**ARTICLE 2: SERVICES TO BE PERFORMED BY DD BOARD**

- 2.01 The DD Board agrees to provide transportation for the 2013-2014 school year for students attending Project SEARCH at Miami University in Oxford Ohio. The schedule for this service will be Monday through Friday (except holidays and other days scheduled off as followed by the Miami Project Search Calendar and snow days)
- 2.02 DD Board will determine the method, scheduling, details, manner and means of performing the above described services. DD Board further agrees to furnish at its expense, all materials, labor, appliances, tools, supervision of its employees, and all things required for the provision of services under this Agreement.

**ARTICLE 3: INDEPENDENT PARTY**

- 3.01 DD Board enters into this Agreement as, and will remain throughout the term of this Agreement, an independent contractor. DD Board agrees that neither DD Board nor any of its employees or subcontractors are and will not become employees, partners, agents, or principals of the ECS as a result of this Agreement or while this Agreement is in effect and will not appear on the public payroll of the ECS. Neither DD Board nor any of its employees or subcontractors are entitled to and shall not receive the rights or benefits afforded to ECS employees, including, without limitation, disability, medical insurance, sick leave, vacation leave or any other employment benefit paid by the ECS. DD Board is not entitled to and shall not receive unemployment insurance or worker's compensation paid for by the ECS. DD Board is responsible for providing, at its own expense, disability, unemployment, worker's compensation, health/hospitalization insurance and other insurance, training, permits, and licenses for DD Board and its employees and subcontractors, if any.

- 3.02 DD Board may, at its expense, use any employees or subcontractors DD Board deems necessary to perform the services required of it by this Agreement. The ECS shall not control, direct, or supervise DD Board employees or subcontractors in the performance of those services.

**ARTICLE 4: COMPENSATION**

- 4.01 DD Board shall be compensated in the sum of one hundred nine dollars (\$109.00) per day. The School Calendar day consists of 178 days. The total cost of the services provided herein shall not exceed nineteen thousand four hundred two dollars (\$19,402.). The DD Board will bill the ECS on a monthly basis and payment is due within 30 days of billing.

**ARTICLE 5: INSURANCE**

- 5.01 DD Board shall maintain general liability and auto liability insurance covering the services rendered in this Agreement. The amount of insurance maintained shall be determined by the DD Board based upon what the DD Board believes to be an appropriate level of general liability and auto liability insurance.

**ARTICLE 6: TERMINATION OF CONTRACT**

- 6.01 Either party may terminate this Agreement for any reason upon the giving of thirty (30) days' notice to the other party of the decision to terminate.

**ARTICLE 7: LIMITATION OF RESPONSIBILITY**

- 7.01 This section was omitted upon agreement of the parties.

**ARTICLE 8: NON-DISCRIMINATION**

- 8.01 The DD Board agrees that neither it, nor any subcontractor or other person acting on its behalf shall, in the hiring of employees, agents, and/or subcontractors for the performance of work under this Agreement, discriminate against any person in the employment of labor or workers by reason of creed, color, sex, age, religion, handicap, familial status, and/or national origin.
- 8.02 The DD Board further agrees that neither it, nor any subcontractor or any other person acting on its behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement by reason of creed, color, sex, age, religion, handicap, familial status and/or national origin of the employee.

**ARTICLE 9: GENERAL PROVISIONS**

- 9.01 Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the services described herein, and contains all of the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. This Agreement includes all documents, specifications and/or attachments incorporated herein by reference. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.
- 9.02 Modifications: Any modification of this Agreement will be effective only if it is in writing and signed by representatives of the parties herein named.
- 9.03 Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time be deemed a waiver or relinquishment of that right or power for all or any other times.
- 9.04 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 9.05 No Third Party Beneficiaries: Nothing in this Agreement is intended and shall not be interpreted as creating any right or remedy for any person or entity not a party to this Agreement.
- 9.06 Governing Law: This Agreement shall be governed by the laws of the State of Ohio. Any legal actions needed to interpret the rights and obligations of the parties under this Agreement shall be commenced in and decided by the Court located in Preble County, Ohio, having jurisdiction over the subject matter of the claim.
- 9.07 Paragraph/Section Headings: The use of paragraph/section headings in this Agreement are for the convenience of the parties and such headings shall not affect the interpretation of the terms included thereunder.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

**EXECUTION OF AGREEMENT**

This Agreement is executed in the City of Eaton, County of Preble, State of Ohio on the later of the dates affixed hereto by the parties to this Agreement

**For the DD Board**

\_\_\_\_\_/\_\_\_\_\_  
Diane Knupp, Superintendent / Date

DD Board's Federal Taxpayer I.D. Number: 31-6000062


**For the Eaton Community Schools Board**

\_\_\_\_\_/\_\_\_\_\_  
President / Date

\_\_\_\_\_/\_\_\_\_\_  
Treasurer / Date

\_\_\_\_\_  
Resolution Number

**APPROVED AS TO FORM**  
Martin P. Votel  
**PROSECUTING ATTORNEY**

BY:   
ASSISTANT PROSECUTING ATTORNEY  
9/29/13



**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 this 3<sup>rd</sup> day of September, 2013, between **EATON COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION, 307 N. CHERRY STREET, 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 a Eaton Police Officer will provide Services, as specified below in provision 2., at the District during student arrival and departure times during the 2013-2014 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 East High Street and East Avenue 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 2013-2014 school year.
- F. The District shall pay the City \$20.00 for each hour of Services up to \$40.00 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 marked 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.

For Eaton Community School District Board of Education:

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By:  
Its:

For the Eaton Police Association:

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By:  
Its:

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