

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingworth East Elementary
August 8, 2022
6:00 p.m.

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

E. Beeghly ____ B. Deacon ____ B. Myers ____ L. Noble ____ T. Parks ____

C. Pledge of Allegiance

D. Special Recognition

The Board of Education would like to recognize and honor current Eaton High School Junior, Preston Orr, and 2022 graduate Breyden Boston for their bravery, courage and heroic actions earlier this summer when they saved the life of an individual who was involved in an automobile accident.

E. Executive Session

To consider the employment of a public employee or official.

The following individuals are invited to attend: _____

Motion by _____, second by _____ to convene executive session.

Beeghly ____ Deacon ____ Myers ____ Noble ____ Parks ____

President declares motion _____

President convenes executive session at _____ p.m.

President resumes open session at _____ 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 7, 2022 Regular Board Meeting.

2. Submission of Warrants.
3. Submission of Financial Report.
4. Submission of Investment Report.
5. Approve Investment of Interim Monies Report.
6. Approve Then and Now purchase order to Beechwood Golf Course for \$4,590 with funds available then (6/11/22) and now for Football Fundraiser Golf Outing.

Motion by _____, second by _____

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

III. Reports

- A. **Miami Valley Career Technology Center Report** – Terry Parks
- B. **Parks and Recreation Board Report** – Ben Myers
- C. **Superintendent Report** – Jeff Parker
- D. **Other Reports**

IV. Old Business

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 M are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the “Consent Agenda Items” and voted on separately.

A. Resignations and Retirements

The Administration recommends approval of the following resignations and retirements.

1. Isaac Wright, Teacher, resignation effective August 2, 2022.
2. Jennifer Beeghly, Co-advisor of Eaton Middle School Honor Society, resignation effective August 14, 2022.
3. Jennifer Beeghly, Middle School Science Department Chair, resignation effective August 14, 2022.
4. Ashlee Collins, Middle School Co-advisor of Eaton Middle School Honor Society, resignation effective July 19, 2022.
5. Rachel Rossi, Educational Aide, resignation effective August 10, 2022.

6. Lindsey Johnson, Educational Aide, resignation effective August 10, 2022.

B. Employment – Certificated Staff

The Administration recommends the employment of the following personnel on a one-year limited contract for the 2022-2023 school year (July 1, 2022 – June 30, 2023.) Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations. Employment contingent upon completion of all local and state requirements including by not limited do background checks and appropriate licensure.

1. Angela Cook, Counselor

C. Employment – Long Term Substitute Teacher

The Administration recommends the employment of Drew Edwards as a long-term substitute teacher on a one-year limited contract for the 2022-2023 school year (July 1, 2022 – June 30, 2023). 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 Administrative Rules and Regulations with no fringe benefits.

D. Employment – Certificated Staff Extra-Curricular Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2022-2023 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Amanda Jerdon, Middle School Science Department Chair
2. Amanda Tully, East Elementary MTSS Coordinator
3. Kelli Wright, Bruce Elementary MTSS Coordinator
4. Kayla LaMontagne, Middle School MTSS Coordinator
5. Shealan McAlister, High School MTSS Coordinator
6. Carolyn Bulach, Kindergarten Grade Level Leader (1/2 stipend)
7. Alexis Hunt, Kindergarten Grade Level Leader (1/2 stipend)
8. Elizabeth Roberts, 1st Grade Level Leader (1/2 stipend)
9. Sara Wehrley, 1st Grade Level Leader (1/2 stipend)
10. Sara Leach, 2nd Grade Level Leader (1/2 stipend)
11. Jessica Sams, 2nd Grade Level Leader (1/2 stipend)
12. Mark Carnahan - Accelerated Math/LA After School Program Advisor
13. Suzanne Niehaus – Chess Club Advisor - Bruce
14. Kelli Wright – Bruce Elementary Yearbook Coordinator
15. Annie Martin - 3rd Grade Level Leader (1/2 stipend)
16. Marita Mahan - 3rd Grade Level Leader (1/2 stipend)
17. Amy Fugate – 4th Grade Level Leader (1/2 stipend)
18. Kelly Wright – 4th Grade Level Leader (1/2 stipend)
19. Kaitlin Lawson – 5th Grade Level Leader (1/2 stipend)
20. Tiana White – 5th Grade Level Leader (1/2 stipend)
21. Emily Pioske – Elementary Musical Performance Director
22. Emily Pioske – Musical Vocal Director
23. Rebecca Wells – Academic Team Advisor – Middle School
24. Taffie Ruebush – Middle School Department Head – Language Arts

25. Emily Schaeffer – Middle School Department Head – Mathematics
26. Amanda Jerdon – Middle School Department Head – Science
27. Rhonda Winings - Middle School Department Head – Social Studies
28. Lauren DuVall – Student Council Advisor - Middle School
29. Haley Blevins – Vocal Music Director – Middle School
30. Kristin Schamel – Yearbook Advisor – Middle School
31. Aaron Hemmert – Academic Team Advisor
32. Beth Jansen – Annual Advisor (During School Day)
33. Michael Amber – Art Club Advisor
34. Haley Blevins – Assistant Band Director
35. Donele Rice – Assistant Peer Counselor Advisor
36. Kevin Kochensparger – Grade 9 Class Advisor
37. Amy Kochensparger – Grade 9 Class Advisor
38. Stephanie Herzog – Grade 10 Class Advisor
39. Shealan McAlister – Grade 11 Class Advisor
40. MeLeah Perry – Grade 12 Class Advisor
41. Paul Bingle – Head Band Director
42. Anne Gaydosh Bruce – High School Department Head – Language Arts
43. Kevin Kochensparger – High School Department Head – Mathematics
44. Amy Kochensparger – High School Department Head – Science
45. Randy McKinney - High School Department Head – Social Studies
46. MeLeah Perry – Honor Society Advisor (1/2 stipend)
47. Haley Blevins – Musical Vocal Director (Dramatics)
48. Teresa Gels – Peer Counselor Advisor
49. Amy Kochensparger – Science Club Advisor
50. Ann Gaydosh-Bruce – Student Council Advisor - High School
51. Aaron Buczkowski – Thursday/Saturday School
52. Haley Blevins – Vocal Music Director – High School
53. MeLeah Perry – HOPE Squad Advisor – High School

E. Employment Certified Staff – Mentors

The Administration recommends the following mentors for the 2022-2023 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. Elizabeth Geoit
2. Deanna Hicks
3. Kayla LaMontagne
4. Allyson Luther
5. Alexis Hunt

F. Employment – Certificated Staff – Home Instruction Tutors

The Administration recommends approval of all district teachers under regular contract to be home instruction tutors for the 2022-2023 school year, on an as needed basis.

G. Employment – Certificated Staff Extended Service Supplemental Contracts for the 2022-2023 School Year

The Administration recommends approval of the following extended service supplemental contracts for the 2022-2023 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Angela Cook, Bruce Elementary Guidance Counselor – 5 days, retroactive to July 18, 2022

H. 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 2022-2023 school year, as certified by the Preble County Educational Service Center.

1. Daniel Bell
2. Ami Booso
3. Kenneth Christello
4. Sarah Clabaugh
5. Keith Cooley
6. Melissa Dare
7. Matt Duffie
8. Linda Duskey
9. Janette Hamilton-Sosa
10. Victoria Howard
11. Dana Kennel
12. Samantha Lucas
13. Mary Mendenhall
14. Daryl Michael
15. Steven Moore
16. Belinda Moormeier
17. Nicole Muller
18. Mark Silvers
19. Kelly D. Smith
20. Salvador Sosa Fuentes
21. Sue Stewart
22. Marcia Sullender
23. Elaine Wappenstein
24. Henry "Darrell" Wilson

I. Employment – Non-Certificated Substitutes

The Administration recommends employment of the following personnel for the 2022-2023 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. Michael Osborne, Substitute Custodian
2. Kimberly Gardner, Substitute Transportation Aide

3. Kimberly Gardner, Substitute Bus Driver
4. Katrina Burns, Substitute Bus Driver

J. Employment of Non-certificated Extracurricular Position

The following positions have been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of the nominees on one-year limited contract for the 2022-2023 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Christian Fugate, Boys Reserve Soccer Coach, (1/2 stipend)
2. David Helvey, HS Assistant Football Coach (1/2 stipend)
3. Shawn Murphy, Boys Freshman Basketball Coach
4. Kajsa Ruebush, HS Varsity Swim Coach

K. Volunteers

The Administration recommends approval of the following volunteers for the 2022-2023 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Ann Weadick, HS Volleyball Volunteer
2. Micki Sittloh, HS Volleyball Volunteer
3. Allison Thompson, HS Girls Soccer Volunteer

L. Substitute Teacher Pay

The Administration recommends the approval of the Substitute Teacher pay for the 2022-2023 school year be paid at the rate of \$115.00 per day.

M. Extended School Year Educational Aide

The Administration recommends approval of one (1) Extended School Year Educational Aide for the school year 2021-2022, retroactive to August 2, 2022 to provide extended school year services to qualified special education students, to be paid \$15.00 per hour, not to exceed forty (40) hours each, for summer instruction.

1. Heather Bowser

Motion by _____, second by _____

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

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 N through CC 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.

N. 2022-2023 School Calendar

The Administration recommends approval of the updated 2022-2023 school calendar, (Attachment A).

O. Memorandum of Agreement – Bus Driver Shortage Incentive

The Administration recommends the approval of the Memorandum of Agreement between the Eaton Community Schools Administration and the ESSP Bargaining Unit, (Attachment B).

P. Bus Driver Incentive Resolution

The Administration recommends the approval of the following resolution:

WHEREAS, the Eaton Community Schools District is currently experiencing a bus driver staffing shortage that is expected to persist into the 2022-2023 school year and beyond; and

WHEREAS, the District's administration has proposed that the District provide incentives to potential applicants in order to alleviate the bus driver staffing shortage; and

WHEREAS, the Board of Education desires to implement the proposal of the District's administration with the intent to reduce the staffing issues.

NOW THEREFORE BE IT RESOLVED that the Board of Education authorizes the District to provide the following incentives to applicants for the position of substitute or full time bus driver:

1. The District shall be permitted to reimburse newly hired employees for fees and costs associated with pre-service certification and training, including testing for Commercial Driver's License ("CDL"), but not including travel time to and from training. Reimbursement for such costs and fees shall be subject to the approval of the Board and shall only be made available to employees who were hired after the passage of this Resolution and who have remained employed by the District for a period of not less than six months.
2. The District shall be permitted to pay newly hired employees an hourly rate of \$15.00 to those attending pre-service certification and training. Payment shall be subject to Board approval and shall only include hours spent in training. Travel time to and from training shall not be included.

BE IT FURTHER RESOLVED that in exchange for the incentives provided by the District, all substitute and/or full-time drivers who accept any or all of the incentives provided by the District shall agree to remain a substitute or full-time bus driver for the District for a period of no less than two years from the date of receipt of their certification. Any substitute or full-time bus driver who fails to remain a driver for the District for two years shall reimburse the District for the training, licensure, and hourly rate paid to or on behalf of the driver.

BE IT FURTHER RESOLVED that the District shall be permitted to implement these incentives until such time that the District's administration provides notice to the Board that the staffing shortage has been alleviated to the District's satisfaction.

Q. Agreement with Montgomery County Educational Service Center

The Administration recommends approval of the contract with Montgomery County Educational Service Center for services for the 2022-2023 school year, (Attachment C).

R. Agreements with Preble County Educational Service Center

The Administration recommends the approval of (2) two contracts for the 2022-2023 school year for services with the Preble County Educational Service Center, (Attachment D).

S. Approval of Interscholastic Participation

The Administration recommends approval for interscholastic participation in the following Ohio High School Athletic Association sponsored post-season tournament events for the 2022-2023 school year. Additionally, the Administration recommends the approval of any in-state overnight trips that are deemed necessary and approved by the administration as they relate to the participation in one of the OHSAA sponsored tournaments listed. In such circumstance, the Administration recommends approval of such overnight trip to begin no earlier than 1 day prior to the listed tournament start date and return no later than 1 day following the conclusion of the listed tournament end date, (Attachment E).

T. Agreement with the Eaton Police Association

The Administration recommends approval of the agreement with the Eaton Police Association for the 2022-2023 school year 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 F).

U. Approval of Bus Routes and Walk Zones

The Administration recommends approval of bus routes and walk zones for the 2022-2023 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.

V. Graduation List for 2022

The Administration recommends approval of the list of graduates for the Class of 2022, (Attachment G).

W. 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 2022-2023 school year, (Attachment H.)

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

X. Agreement with Interpreters of the Deaf

The Administration recommends approval to the updated agreement and associated fees with Interpreters for the Deaf, LLC for substitute interpreter services (Attachment I).

Y. Out-of-State Student Travel

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

1. High School Cross Country Team and coaches to Owensboro, KY September 2-3, 2022 to participate in the Owensboro HS Cross Country Invitational.
2. High School Baseball Team and coaches to Myrtle Beach, SC April 2-6, 2023 to play at the Ripken Experience.

Z. Out-of-State Travel to Wayne County and Union County

1. The Administration recommends approval to allow the Superintendent to approve all out-of-state trips to Wayne County and Union County in Indiana for the 2022-2023 school year.

AA. Agreement with Preble County District Library

The Administration recommends approval of the Serving Every Ohioan (SEO) Service Contract with the Preble County District Library for the 2022-2023 school year (Attachment J)

BB. Disposal of Obsolete Text Books

1. (3) Literature, McDougal Littell, 2002, High School
2. (1) Literature, McDougal Littell, 2002, High School
3. (2) Literature, McDougal Littell, 2002, High School
4. (5) Literature, McDougal Littell, 2002, High School
5. (2) Exploring Literature, AGS, 1999, High School
6. (1) Exploring Literature, Teacher Addition, 2002, AGS, High School
7. (2) Basic English, AGS, 2002, High School
8. (1) Basic English, Teacher Addition, 2002, AGS, High School
9. (4) America, Pathways to Present, Pearson, 2007, High School
10. (8) 50 Great Short Stories, Pearson, 1952, High School

CC. Obsolete Items

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

1. (1) Motorola XPR4300 mobile bus radio 563TJQ1857, tag #012102.
2. (1) Computer Desk, High School, tag #13819

Motion by _____, seconded by _____

Discussion

Beeghly ____ Deacon ____ Myers ____ Noble ____ Parks ____

President declares motion _____.

DD. Executive Session (if necessary)

To consider/discuss: _____

The following individuals are invited to attend: _____

Motion by _____, second by _____ to convene executive session.

Beeghly ____ Deacon ____ Myers ____ Noble ____ Parks ____

President declares motion _____

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

EE. Adjournment

Motion by _____, seconded by _____
_____ to adjourn the meeting.

Discussion

Beeghly ____ Deacon ____ Myers ____ Noble ____ Parks ____

President declares motion _____

President adjourns meeting at _____ p.m.

Upcoming Meeting

Meeting: Regular Board Meeting
Date/Time: Monday, September 12, 2022 – 6:00 p.m.
Location: East Elementary School

Meeting: Regular Board Meeting
Date/Time: Thursday, October 13, 2022 – 6:00 p.m.
Location: East Elementary School

Eaton Community Schools 2022-2023 School Calendar

Summary of Hours in Classroom:

The State minimum instructional hours are 1001 for High School programs and 910 for Elementary programs. ECS Hours are as follows:

174 student days + 2 P/T Days + 2 PD Days = 178

East & Bruce Elementary	1,068 hours
Middle & High School	1112.5 hours

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

Grading Periods (hours/days)

1 st Quarter (Aug. 17 – Oct. 14)	234 / 39
2 nd Quarter (Oct. 17 – Dec. 20)	258 / 43
3 rd Quarter (Jan. 4 – March 10)	264 / 44
4 th Quarter (March 13 – May 25)	288 / 48

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

Grading Periods (hours)

1 st Quarter (Aug. 17 – Oct. 14)	243.75 / 39
2 nd Quarter (Oct. 17 – Jan 13)	318.75 / 51
3 rd Quarter (Jan. 17 – March 16)	250 / 40
4 th Quarter (March 20 – May 25)	275 / 44

CALENDAR LEGEND

Start/End Days	Yellow
End Quarter Grades K-5	Orange
End Quarter Grades 6-12	Light Orange
P/T Conferences	Blue
Professional Development	Red
No School/Holiday	Green
Interim/Grades Issued	Purple

NON-STUDENT DAYS

Labor Day	9/5
Staff Prof. Dev.	9/19
Columbus Day	10/10
Staff Prof. Day	10/11
Veterans Day	11/11
Thanksgiving Break	11/23 – 11/25
Winter Break	12/21 – 1/3
MLK Jr. Day	1/16
Staff Prof. Dev.	1/30
Conference Make-up	2/17
President's Day	2/20
Staff Prof. Dev.	3/17
Spring Break	4/3-4/6
Good Friday	4/7
Memorial Day	5/29

Calamity Make-up Days

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

August 2022	
Aug. 15	1 st Day for Teachers & Open House
Aug. 16	Staff Work Day
Aug. 17	1st Day for Students
September 2022	
Sept. 5	No School – Labor Day
Sept. 16	Interim Reports Issued
Sept. 19	No School for Students – Staff Prof. Dev. Day
October 2022	
Oct. 10	No School – Columbus Day
Oct. 11	No School for Students – Staff Prof. Dev. Day
Oct. 14	End 1 st Quarter All Grades
Oct. 21	Grade Cards Issued All Grades
November 2022	
Nov. 10	Parent/Teacher Conferences
Nov. 11	No School – Veterans Day/ PT Conference Make-up Day
Nov. 14	Interim Reports Issued All Grades
Nov. 23-25	Thanksgiving Break
December 2022	
Dec. 20	End 2 nd Qtr./1 st Semester Grades K-5
Dec. 21-30	No School – Winter Break
January 2023	
Jan. 2-3	No School Winter Break
Jan. 4	Classes Resume
Jan. 11	Grade Cards Issued K-5
Jan. 13	End 2 nd Qtr./1 st Semester Grade 6-12
Jan. 16	No School – MLK Jr. Day
Jan. 20	Grade Cards Issued 6-12
Jan. 30	No School for Students – Staff Prof. Dev. Day
February 2023	
Feb. 3	Interim Reports Issued K-5
Feb. 15	Interim Reports Issued 6-12
Feb. 16	Parent/Teacher Conferences
Feb. 17	No School - Conf. Make Up Day
Feb. 20	No School – Presidents' Day
March 2023	
March 10	End 3 rd Qtr. Grades K-5
March 16	End 3 rd Qtr. Grades 6-12/ Grade Cards Issued K-5
March 17	No School for Students – Staff Prof. Dev.
March 24	Grade Cards Issued 6-12
April 2023	
April 3-6	No School – Spring Break
April 7	No School – Good Friday
April 21	Interim Reports Issued All Grades
May 2023	
May 25	Last Day for Students (End 4 th Quarter/2 nd Semester) All Grades
May 26	Last Day for Staff
May 29	Memorial Day
June 2023	
June 2	Grade Cards Issued All Grades
June 3	Graduation

August 2022				
M	T	W	T	F
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
September 2022				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
October 2022				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
November 2022				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
December 2022				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
January 2023				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
February 2023				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			
March 2023				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
April 2023				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
May 2023				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
June 2023				
			1	2

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into this ____ day of _____ 2022, by and between Eaton Community School District (“District”) and Eaton Support Staff Personnel Association (“Union”). These parties will collectively be referred to as the “Parties.”

WHEREAS, the Board and the Union have executed a collective bargaining agreement (“CBA”) effective from July 1, 2021 until June 30, 2024; and

WHEREAS, the District is currently facing a staffing shortage; and

WHEREAS, during the staffing shortage, the Parties intend to implement incentives regarding retention of current employees and recruitment of new employees.

NOW THEREFORE BE IT RESOLVED THAT, in exchange for the mutual promises contained below:

1. The Parties agree that if a Member Employee (the “Recruiting Member”) recruits any person (“the Recruit”) for employment as a substitute or full-time bus driver, and (i) the District hires that Recruit, and (ii) the Recruit remains employed by the District (as a substitute or full-time driver) for three hundred sixty-five (365) calendar days, then the District shall pay the Recruiting Member a recruitment incentive of Five Hundred Dollars (\$500.00) to be received after the Recruit has been employed by the District for three hundred sixty-five (365) calendar days. The District shall disburse the recruitment incentive within thirty (30) calendar days after the Recruiting Member submits a formal request for payment. There shall be no limitation on the number of recruitment incentives a Member may earn while this Memorandum of Agreement remains in effect.
2. The Parties agree that the District shall pay current Member Employees their applicable hourly rate to attend training associated with their re-certification. Payment shall only include hours spent in training and shall not include travel time to and from training.
3. This MOA shall expire exactly twelve (12) months from the date upon which it was entered into by the parties as shown above, unless the Parties mutually agree in writing to extend the expiration date.
4. The Parties agree that although this MOA exists separately and independently of the CBA, it is binding on the Parties and may be enforced through the grievance and arbitration procedures of the CBA.

For the District:

For the Union:

SERVICE AGREEMENT

2022-2023 School Year

This AGREEMENT shall serve as a contract between the Eaton Community School District ("District") and the Montgomery County Educational Service Center ("Montgomery County ESC") beginning on July 1, 2022 and ending on June 30, 2023. Services will be provided and billed for the 2022-2023 school year.

1. SERVICES

- a. The Montgomery County ESC shall provide the following services to the District:

Gifted Supervision (30 days)

2. COMPLIANCE

- a. Instructional Programs and Related Services shall be rendered in compliance with law, and in accordance with acceptable standards and caseload.
- b. The parties shall cooperate in order to facilitate the success of the students served by the District and Montgomery County ESC, and, in particular, the District agrees to cooperate with Montgomery County ESC in the performance of Montgomery County ESC's duties and obligations hereunder.

3. COMPENSATION

- a. Based on the estimated cost of the services provided by the Montgomery County ESC, as provided above, the District agrees to pay the Montgomery County ESC the amount of **\$20,250.00** pursuant to R.C. 3313.845 or applicable law. Both the District and the Montgomery County ESC understand and agree that this amount is based on estimated costs only and shall be modified pursuant to Section 3(c) of this Agreement.
- b. The District agrees to make payment in the amount listed in Section 3(a) to the Montgomery County ESC. The Montgomery County ESC will provide the District with an invoice for services hereunder on a **quarterly basis**. Payment is due within 30 days of the District's receipt of each invoice.
- c. Reconciliation of actual costs for said services shall be made at the end of the fiscal year with the final bill representing the actual/adjusted bill for services.

4. LICENSURE/CERTIFICATION

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

5. MANNER OF PROVIDING SERVICES

In performing the Services, the Montgomery County ESC at all times shall exercise independent professional judgment and shall determine the manner by which the Services are to be rendered. Except as otherwise agreed by the parties, the individuals performing Services pursuant to this Agreement will at all times remain employees or contractors of the Montgomery County ESC and Montgomery County ESC shall be solely responsible for all payroll functions, including retirement system contributions and all other legal withholding and/or payroll taxes, with respect to its employees. Unless otherwise agreed by the parties, Montgomery County ESC will be responsible for

200 South Keowee Street | Dayton, Ohio 45402

f @MontgomeryCountyESC | t @MCESC

the training and direct supervision of its employees when they are providing Services to the District. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of Montgomery County ESC. At the discretion of Montgomery County ESC, personnel who are assigned by Montgomery County ESC to provide Services may also be assigned to provide services unrelated to the District (i.e., such personnel need not be exclusively assigned by Montgomery County ESC to provide Services hereunder).

6. CRIMINAL RECORDS CHECKS ON EMPLOYEES

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

7. EVALUATIONS

The Board agrees that it shall be responsible for conducting evaluations of Montgomery County ESC personnel assigned to the District as required by R.C. 3319.01, 3319.02, 3319.11, 3319.111, or any other applicable provision of the Ohio Revised Code.

8. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

- a. The District and Montgomery County ESC acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the District and Montgomery County ESC agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.
- c. The parties acknowledge that under the terms of this Agreement they may be exchanging personally identifiable student information. Each party agrees that it shall not, and shall ensure that its respective employees, contractors, subcontractors, representatives or agents do not, access, use or disseminate any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of those laws or other law applicable to Montgomery County ESC or the District with respect to such information. Each party shall ensure that its respective employees, contractors, subcontractors, representatives or agents who are provided with access to personally identifiable student information will be trained in FERPA requirements and their duties to handle such information in compliance with those requirements.

9. UNEMPLOYMENT

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

10. FORCE MAJEURE

Neither the District nor Montgomery County ESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

12. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the District and/or Montgomery County ESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the District and Montgomery County ESC.

13. WAIVER OF BREACH

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

14. BINDING EFFECT

This Agreement shall not be binding until adopted by the Board and Montgomery County ESC in public session and executed by the parties.

15. MEDICAID SCHOOL PROGRAM

With regard to any therapy services provided by the Montgomery County ESC pursuant to this Agreement, the Montgomery County ESC (1) will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

Please sign and return this agreement to the Treasurer, Montgomery County Educational Service Center.

For Eaton Community School District:

Superintendent's Signature Date

Treasurer's Signature Date

For Montgomery County ESC:

Superintendent's Signature Date

Treasurer's Signature Date

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made by and between the Eaton Community Schools (ECS), 306 Eaton Lewisburg Road, Eaton, Ohio 45320 and the Preble County Educational Service Center (PCESC), 597 Hillcrest Drive, Eaton, Ohio 45320-9510.

The Preble County Educational Service Center, for and in consideration,

Agrees to employ certified teachers as directed by ECS on a substitute, when called as needed basis, beginning July 1, 2022 and ending June 30, 2023 not to exceed 1,080 days. The certified teachers will serve as a Substitute Classroom Para-Teacher to assist teachers in providing students with academic instruction and intervention as assigned by Eaton Community Schools.

The Eaton Community Schools, agrees to pay the

Sum of approximately, One Hundred Sixty-Five Thousand Sixty-Seven and 20/100 Dollars (\$165,067.20) according to the estimated budget that is attached. Any additional or follow up costs to this employment (i.e., workers compensation or unemployment expenses) that is incurred by the PCESC will also be included.

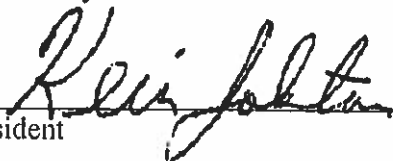
The Preble County Educational Service Center will invoice the Eaton Community Schools monthly. Payment for providing the Substitute Classroom Para-Teachers will be processed upon receipt of an invoice provided by PCESC and payment made within 30 days of receipt of the invoice.

by **Eaton Community Schools**

by **Preble County Educational Service Center**

Board President

Board President



Treasurer

Treasurer



Date

Date

7/27/22

ATTACHMENT

**SUBSTITUTE
PARA-
TEACHER**

Salary per Day	\$125.00
Total Cost Per Day	\$152.84
Number of Work Days	<u>1,080</u>
Total Per Teacher	<u>\$165,067.20</u>

CONTRACT FOR PROFESSIONAL SERVICES

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The Preble County Educational Service Center will invoice the Eaton Community Schools monthly. Payment for providing the Substitute Classroom Para-Teachers will be processed upon receipt of an invoice provided by PCESC and payment made within 30 days of receipt of the invoice.

by **Eaton Community Schools**


by **Preble County Educational Service Center**

Board President



Board President

Treasurer



Treasurer

Date



Date

ATTACHMENT

**SUBSTITUTE
PARA-
TEACHER**

Salary per hour	\$20.00
Total cost per day	\$24.45
Number of hours	<u>1,325</u>
Total cost	<u>\$32,396.25</u>

2022-2023 OHSAA Tournament Dates

Baseball

Sectional	5/13-5/20
District	5/22-5/27
Regional	6/1-6/2
State	6/8-6/10

Girls Basketball

Sectional	2/6-2/18*
District	2/20-2/25
Regional	2/27-3/4
State	3/9-3/11

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

Boys Basketball

Sectional	2/13-2/25*
District	2/27-3/4
Regional	3/6-3/11
State	3/17-3/19

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

Cross Country

District	10/22
Regional	10/29
State	11/5

Football

Reg. Quarter	11/4-11/5
Reg. Semi.	11/11-11/12
Reg. Finals	11/18-11/19
State Semi.	11/25-11/26
State Final	12/1-12/4

Golf

Sectional Boys DII & Girls DI	9/26-10/1*
District Boys DII & Girls DI	10/3-10/8
State Boys DII & Girls DI	10/14-10/15
	10/21-10/22

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

Soccer

Sectional	10/17-10/24*
District	10/24-10/29
Regional	11/1-11/5
State	11/8-11/12

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

Softball

Sectional	5/6-5/13
District	5/15-5/20
Regional	5/24-5/27
State	6/1-6/3

2022-2023 OHSAA Tournament Dates

Swimming and Diving

Sectional	2/6-2/11
District	2/13-2/18
State	2/22-2/25

Girls Tennis

Sectional	10/3-10/8*
District	10/10-10/15
State	10/21-10/22

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

Boys Tennis

Sectional	5/8-5/13*
District	5/15-5/20
State	5/26-5/27

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

Track and Field

District	5/15-5/20
Regional	5/24-5/27
State	6/2-6/3

Volleyball

Sectional	10/17-10/22*
District	10/24-10/29
Regional	10/31-11/5
State	11/10-11/12

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

Wrestling

Individual	2/20-2/25
Sectional	
Individual	2/27-3/4
District	
Individual State	3/10-3/12

*Denotes 3-day event to begin no sooner than specified date

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 11th day of July 2022, 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 2022-2023 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 2022-2023 school year.

- F. The District shall pay the City \$35.00 for each hour of Services up to \$70.00 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 July 11, 2022

For Eaton Community School District
Board of Education:

For the Eaton Police Association:



By:
Its:

By:
Its:

Final Graduation List 2022

Sidney Renee Adams	Madelyn Jane Haynes	Daisy Marie Othersen
Madison Marie Adkins	Dana Elaine Herrmann	Baylor Bradley Oyler
Zachary Tyler Allbright	Nicolas Mark Hines	Jayln Marie Penley
Rachel Elisabeth Allen	Tanner Ryan Hobbs	Matthew Gale Piekutowski
Tristan Emerson Apking	Damian Dale Hodge	Brittney Nichole Popp
Nicholas Azzalina II	Alicen Belle Hollon	Raegan Alyssa Prater
Gavin Nicholas Bach	Abigail Catherine Howard	Gabriel Paul Puckett
Camryn Jo Bates	Magdelynn Rose Howard	Kaitlyn Marie Puckett
Autumn Grace Bean	Dominic Raiden Isaacs	Hannah Ranae Randolph
Delaney Christine Bell	Jayden Matthew Jacks	Raven Harley Jane
Breyden Michael Boston	Preston Elijah James	Reatherford
Samantha Taylor Bowman	Ashlee Brooke Jimenez	Christian Miguel Reyna
Ayden Matthew Bradburn	Michael Mathayus Johnson	Grace Elizabeth Risner
Hayden Luke Bratton	Emilee Nichole Jones	Lainey Chevelle Roberts
Jonah Thomas Brewer	Kelby Alan Jones	Mason Curtis Roell
Erin Elisabeth Bristow	Haneet Kaur Kang	Rylee Brooke Ruebush
Nora Bloom Browning	Jakob Riley Keller	Aden James Satterfield
Abbie Marie Bryant	Grace Marie Kelly	Taylor Michael Schaeff
Amberlee Ranae Campbell	Rachel Renee Kelly	Matthew David Schrimper
Caila Rae Paige Charles	Lillian Paige Kennedy	Kinzee Jean Shafer
Alexius Chantel Clark	Isabella Grace Kinnett-	Alyssa Nicole Annmae Smith
Chloe Michele Clippinger	Weadick	Aubrey Paige Smith
Joseph Barry Collins	Clayton Jeffrey Kiracofe	Christopher Allen Spencer
Max Nathaniel Combs	Kenneth Carlisle Knox	Kayla Ann Stidham
Ashlynn Kate Conley	Henry Lawrence	Ciara Grace Straszheim
Brady Spencer Cooper	Kochensparger	Andrew Scott Taylor
Zachary Neal Cottingim	Anna Joy Kramer	Harley Devon Taylor
Julianne Faith Couch	Justin Nicholas Liddy	Amyah Grace Thacker
Lorena Marie Cravens	Zachary Taylor Mann	Conner David Thompson
Jarell Machi Curtiss	Lucas Eli Marker	Chandler Royce Toler
Morgan Jeffrey Dare	Joshua Allen Martin	Aubree Noelle Towe
Brady Parker Davis	Elaina Marie Maynard	Jaelynn Riley Trantanella
Eathan Wayne Davis	Grace Anne Maynard	Andrew James Turpin
Cody Lee Depoyster	James Hunter McCray	Abbigail Elaine Tuttle
Laura Lee Dillon	Joseph Daniel McKee	Erin Alyse Washington
Jenna Danielle Ditmer	Jewelina Ann Marie McKinley	Alaina Katherine Webb
Jasmine Marie Dotson	Stephen Tyler McNabb	Lillian Mae Wehrley
Hailie Sabina Edwards	Jayda Brooke McQueen	Kai Allen West
Shane Michael Lee Finrock	Matthew George Meyer	Autumn Nashay Whalen
Collin David Flyte	Matthew Ryan Michael	Aiden Nathaniel Williams
Jasper Kiracofe Gains	Tiara Danielle Miles	Ryan Matthew Willis
Hannah Marie Gartrell	Jeffrey Isaac Miller	Theo Charles Winings
Erica Ann Gentry	Jacquelin Grace Mills	Kobe Jonathan - James Wise
Ashton Ray Geoit	Jaedon Shane Mills	David Jacob Wood
Jamie Lynn Gibbs	Kyla Ann Mize	Benjamin Colin Woxman
Sabrina Elizabeth Gramaglia	Max David Montgomery	Macy Alexandra Wright
Clayton Todd Gregg	Allison Paige Mowen	Madeline Nicole Wright
Marae Nicole Gregory	Grace Katherine Murphy	Kadence Leann Wysong
Alison Kay Halveland	Shane Neil Osborn	

**FACILITIES AGREEMENT
FORT ST. CLAIR
Eaton Community Schools Cross Country Teams 2022**

This Agreement is entered into this ____ day of August, 2022, 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 not to erect or build any type of display that will destroy and/or damage the grounds or turf in any way without prior approval from the City.
- C. User agrees to abide by the instructions as to the use of the Park.

- D. 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.
- E. 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.
- F. 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 5, 2022.
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



Interpreters of the Deaf, LLC

Dayton's Only Deaf-Owned Company

Terms of Service

Please complete the Terms of Service Acknowledgement on the second page of this document and return it via email.

Thank you for choosing Interpreters of the Deaf, LLC (ID) for your sign language interpreting and C-Print captioning needs.

- All assignments are billed for a **minimum of two (2) hours** at the applicable hourly rate (see fee schedule):
 - A fee schedule is included.
 - Assignments that exceed the contracted time are billed in half hour increments.
 - A travel charge may apply depending on location of assignment.
 - Assignments scheduled **less than 48 hours in advance** will be billed at a higher rate.
 - Assignments scheduled less than 48 hours in advance are considered confirmed and are billable at the time of the request.
 - Assignments scheduled at the same time the Fee Schedule and Terms of Service are requested will be considered confirmed and filled as such.
- Advance notice increases our ability to meet your interpreting/captioning needs. We will make every effort to fulfill your request; however, there may be times when all of our interpreters/captionists are engaged and we will be unable to provide service during the requested time. All scheduled assignments will be confirmed.
- **Cancellations** must be received **by phone (937-242-6047)** or email (request@deafinterp.com) with **more than 24-hour** notice prior to the requested assignment time or the assignment will be billed in full.
- Assignments are billed for the entire requested time. Should a consumer not show up or an assignment end early, the assignment will be billed for the entire time requested.
- Assignments that are two (2) hours or more and/or complex in nature generally require two interpreters or captionists. *We will work with you to determine the appropriate number of interpreters/captionists based on the length, nature of the subject matter, number of Deaf consumers and their particular communication needs, and any other factor that may affect the interpretive outcome.*
- The requestor is responsible for providing complete and accurate information regarding assignment details.
- Healthcare providers are responsible for issuing payment directly to ID regardless of whether or not the service is covered by the patient's insurance. Interpreters of the Deaf, LLC is HIPAA and FERPA compliant.
- We reserve the right to request payment prior to providing services. Should it become necessary to refer your unpaid balance to a collection agency, additional fees (collection fee, attorney and court fees) may be added to your balance.
- Payment terms are Net 30 unless prior arrangements have been made. **No Third Party Billing.**
- Terms of Service are subject to change upon written notice.



Interpreters of the Deaf, LLC

Dayton's Only Deaf-Owned Company

Terms of Service Acknowledgement

This is a fillable PDF form that can be downloaded and completed using Adobe Reader. Once completed, please email this page to request@deafterp.com. Contact us at 937-242-6047 with any questions.

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Federal Employer Identification Number (Required): _____

Name of Person Completing this Form: _____

Title: _____ Date: _____

Phone: _____ E-mail: _____

Invoice Delivery Method (select one):

Email (preferred method): _____

Additional Email (optional): _____

U.S. Mail: Same as Above _____

City: _____ State: _____ Zip: _____

Person to Contact About Billing: Same as above _____

Title: _____ Phone: _____

Fax: _____ Email: _____



Interpreters of the Deaf, LLC

Dayton's Only Deaf Owned Sign Language Interpreting Agency

937-242-6047

**Sign Language Interpreting
C-Print Captioning (No Transcript)**

K-12 Standard Rates: 2-Hour Minimum

Business Hours Monday through Friday 6:00 am – 6:00 pm	\$55.50 Per Hour
Non-Business Hours Evenings, Weekends, Holidays <i>New Year's Day, MLK Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Day</i>	\$83.25 Per Hour
Less than 48-Hour Notice	\$83.25 Per Hour
Tactile (Deaf/Blind)	Additional \$5.00 Per Hour

- *Additional time beyond the first hour will be billed in 15-minute increments.*
- *Appointments cancelled with less than 24-hour notice will be billed in full.*
- *C-Print transcript requests must be made at the time of scheduling. Additional charges apply.*
- *Rates do not apply to legal settings or subject matter.*
- *Remote options are available.*

Travel Fees

There is **no travel fee** if assignment is **no more than 20 miles roundtrip** from the Interpreters of the Deaf, LLC office: 732 S. Ludlow Street, Dayton, OH 45402.

Zone	Roundtrip Distance	Flat Fee	Zone	Roundtrip Distance	Hourly Rate
0	0 – 20 miles	No Fee	5	81 – 100 miles	1.5 hours
1	21 – 30 miles	\$15.00	6	101 – 120 miles	2.0 hours
2	31 – 50 miles	\$25.00	7	121 – 150 miles	2.5 hours
3	51 – 70 miles	\$35.00	8	151 – 180 miles	3.0 hours
4	71 – 80 miles	\$45.00	9	181 – 200 miles	3.5 hours
			10	201 – 220 miles	4.0 hours

Rates effective through 6/30/23



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

2022-2023

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

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

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

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

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

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

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

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

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



It is understood that if any party want to ruminare participation a three month notification of will be given. Should an Independent library wish to terminate this contract, arrangements for transference of bibliographic records in the catalog, and the cost for transferring the bibliographic records will be made by the independent library.

Eaton Community Schools

BY: _____ (Date_____)

ITS: _____

Preble County District Library

BY: _____ (Date_____)

ITS: _____