

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
September 12, 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. 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 August 8, 2022 Special Board Meeting.
2. Approve minutes of the August 8, 2022 Regular Board Meeting.
3. Submission of Warrants for August.

4. Submission of Financial Report for August.
5. Submission of Investment Report for August.
6. Approve FY23 Permanent Appropriations.
7. Return of advance \$38,444.63 from General Fund 001-0000 to Title I Fund 572-9222.
8. Return of advance \$35,793.02 from General Fund 001-0000 to ARP IDEA 516-9322.
9. Return of advance of \$7,072.25 from General Fund 001-0000 to ARP Preschool 587-9322.
10. Return of advance of \$40,681.46 from General Fund 001-0000 to ESSER I Fund 507-9221.
11. Return of advance of \$114,223.27 from General Fund 001-0000 to ARP ESSER III Fund 507-9222.
12. Return of advance of \$10,360.65 from General Fund 001-0000 to Preschool IDEA 587-9222.
13. Return of advance of \$44,780.94 from General Fund 001-0000 ESSER II 507-9321.
14. Return of advance of \$656.49 from General Fund 001-0000 to ARP–Homeless 507-9322.

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 F 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. Retirement & Resignation

The Administration recommends approval of the following resignation.

1. Charlie Cones, Jr., Bus Mechanic, resignation effective September 2, 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. 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. Bruce Laudermilk, Teacher, retroactive to August 15, 2022

C. 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. Employment contingent upon meeting all local requirements for any provisional licensed persons listed.

1. Jennifer Benge, retroactive to August 17, 2022
2. Catherine Bulach , retroactive to August 17, 2022
3. Abbie Bryant, retroactive to August 17, 2022
4. Wendy Chesney, retroactive to August 18, 2022
5. Marilee Fourman, retroactive to August 17, 2022
6. Samantha Gramaglia, retroactive to August 17, 2022
7. JoEllen Hickey, retroactive to August 17, 2022
8. Jacob Kamm, retroactive to August 22, 2022
9. Glen Mabry, retroactive to August 10, 2022
10. Donna Mathews, retroactive to August 22, 2022
11. Kathleen McCreary, retroactive to August 23, 2022
12. Alexis Miller, retroactive to August 23, 2022
13. Robbielyn Olivera, retroactive to August 17, 2022
14. Makenna Orona, retroactive to August 17, 2022
15. Elizabeth Pope, retroactive to August 17, 2022
16. Robert Pugh, retroactive to August 17, 2022
17. Rhonda Tipton
18. Amy Zimmer, retroactive to August 17, 2022

D. 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. Dionne Hawkins, Substitute Cafeteria Worker, retroactive to September 1, 2022
2. Heather Lainhart, Substitute Cafeteria Worker, retroactive to September 1, 2022
3. Ursula Gregg, Substitute Custodian
4. Michael Rettich, Substitute Custodian, retroactive to August 17, 2022
5. Stacey Hickman, Substitute Custodian, retroactive to August 31, 2022
6. Cherie Mayes, Substitute Custodian
7. Cherie Mayes, Substitute Special Education Aide
8. Cherie Mayes, Substitute Secretary
9. Cherie Mayes, Substitute Cafeteria
10. Christy Campbell, Substitute Custodian
11. Diane Post, Substitute Aide

E. Employment Classified Staff

The Administration recommends the employment of the following personnel for the 2022-2023 school year, effective the day after board approval unless otherwise noted. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Stephanie Rogers, Special Education Aide, retroactive to August 15, 2022
2. Tabitha Yoney, Special Education Aide, retroactive to August 15, 2022
3. Hollie Grilliot, Special Education Aide, retroactive to September 6, 2022

F. Employment – Certificated Staff Extra-Curricular Supplemental Contracts for the 2022-2023 School Year

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. Kathy Chesnut, 2nd Grade Level Leader (1/2 stipend)
2. Ashlee Collins, Honor Society, Middle School (1/2 stipend)
3. Bruce Laudermilk, Honor Society, Middle School (1/2 stipend)
4. Robin Mirovsky, Grade 10 Class Advisor

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 G through P 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.

G. Donations

The Administration recommends acceptance of the following donations.

1. Preble County Retired Teacher’s Association, school supplies for East Elementary.
2. Preble County Retired Teacher’s Association, school supplies for Bruce Elementary.
3. Alpha Garden Club, book set for East Elementary.

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

The Administration recommends approval of an agreement with the Preble County Educational Service Center to provide one (1) contracted technology substitute Para-Teacher position during 2022-2023 school year to assist teachers in providing students with academic instruction and intervention, retroactive to July 1, 2022 (Attachment A).

I. Agreements with Montgomery County Educational Service Center

The Administration recommends the approval of (2) two agreements for the 2022-2023 school year for services from the Montgomery Educational Service Center.

1. Hearing/Audiology Services, retroactive to July 1, 2022, (Attachment B).
2. Vision/Orientation & Mobility, retroactive to July 1, 2022, (Attachment C).

J. Contract for Services

The Administration recommends the approval of the agreement with Key Behavioral Services to provide assessment, ongoing behavioral consults, supervision and RBT support during the 2022-2023 school year beginning September 6, 2022 through June 30, 2023. (Attachment D)

K. Graduation List for 2022

The Administration recommends approval of the list of graduates for the class of 2022, (Attachment E).

L. Agreement with Preble County Educational Service Center – Amend Resolution

The Administration recommends approval to amend resolution number 2223-12, Item V.R., Agreement with Preble County Educational Service Center on August 8, 2022 board agenda to correct total amount of contract to \$32.396.25.

M. Contract for Services

The Administration recommends approval of the agreement with Abre, Inc. to provide a K-12 Platform for Software and Services.

N. Out-of-State Student Travel

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

1. Eaton MVCTC FFA students and staff to Indianapolis, IN October 26-28, 2022 to participate in the FFA National Convention.

O. Disposal of Obsolete Textbooks

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

1. (4) Fountas and Pinnell Benchmark Assessment Systems, 1st Edition, East Elementary
2. (4) Fountas and Pinnell Benchmark Assessment Systems, 2nd Edition, East Elementary
3. (2) Music Connections, Teacher Manuals, 2nd Ed., Silver Burdett, 1995, East Elementary
4. (1) Music Connections, Teacher Manual, 1st Ed., Silver Burdett, 1995, East Elementary
5. (3) Keyboard Accompaniment K-2 with CDs and Big Book, Silver Burdett, 1995 East Elementary
6. (4) World of Music Teacher Manuals, Grades K-2, Silver Burdett & Ginn, 1988, East Elementary
7. (1) World of Music Teacher Manual, Silver Burdett & Ginn, 1988, East Elementary
8. (1) Activity Master K-2, Silver Burdett & Ginn, 1988, East Elementary
9. Kodaly Handbooks, Silver Burdett & Ginn, 1988, East Elementary
10. Evaluations, K-2, Silver Burdett & Ginn, 1988, East Elementary
11. Gifted and Talented Evaluations, Grade 2, Silver Burdett & Ginn, 1988, East Elementary
12. (36) Music Connections Student Books, Silver Burdett & Ginn, 1988, East Elementary
13. (1) Music Connections Big Book, Silver Burdett & Ginn, 1988, East Elementary
14. (2) Music Connections, Teacher Manuals, Grade K, 1995, East Elementary
15. (2) Music Connections, Teacher Manuals, Grade 1, 1995, East Elementary
16. (3) Music Connections, Resource Books, K-2, 1995, East Elementary
17. (2) Orff Orchestrations, Grades 1st and 2nd, Silver Burdett, East Elementary
18. (5) Music Clings, Student Books, 1st, 2nd and 3rd Grades, Silver Burdett, East Elementary
19. (3) Spotlight on Music, Teacher Manuals, Grades KG, 1st, 2nd, 2005, MacMillan/McGraw Hill, East Elementary
20. (2) Spotlight on Music, Piano Accompanist, Grades KG, 2nd, 2005, MacMillan/McGraw Hill, East Elementary
21. Spotlight on Music, Grade Level DVDs, Grade 3, 2005, MacMillan/McGraw Hill, East Elementary
22. (3) Threshold to Music, Second Edition, Experience Charts, Early Childhood, Level 1, Level 2, 1974,1975, Belwin Mills, East Elementary
23. (1) Big Book, Music Centennia Edition, 1985, Silver Burdett, East Elementary
24. (1) Big Book, 1983, McMillan Music, East Elementary
25. (1) Adventures in Music Listening, Level 1 Teacher Guide, 1996, Bellin Mills, East Elementary

26. (1) Adventures in Music Listening, Level 1, Coloring Book, 1996, Bellin Mills, East Elementary
27. (1) Adventures in Music Listening, Level 1, Student Activity Book, 1996, Bellin Mills, East Elementary
28. (1) Adventures in Music Listening, Level 1, Big Book, 1996, Bellin Mills, East Elementary
29. (1) Adventures in Music Listening, Level 1, CD, 1996, Bellin Mills, East Elementary
30. (3) Share the Music, Teacher Manuals, Grades K, 1st, 2nd, 1998 McGraw-Hill, East Elementary
31. (3) Share the Music, Piano Accompanist, Grades K, 1st, 2nd, 1998, McGraw-Hill, East Elementary
32. (3) Share the Music, Listening Map transparencies, Grades K, 1st, 2nd, 1998, McGraw-Hill, East Elementary
33. (3) Share the Music, Resource Masters, Grades K, 1st, 2nd, 1998, McGraw-Hill, East Elementary
34. (2) Songs to Sing and Read, 1998, McGraw-Hill, East Elementary
35. Songs to Sing and Read, Teacher Ed., 1998 McGraw-Hill, East Elementary
36. Singing Blackline Masters, 1998, McGraw-Hill, East Elementary
37. Share the Music, Grade 1, 1998, McGraw-Hill, East Elementary
38. (20) Share the Music Student Books, Grade 2, 1998, McGraw-Hill, East Elementary
39. Share the Music Big Book, Grade 1, 1998, McGraw-Hill, East Elementary
40. (15) Share the Music CDs, Grades 1 and 2, 1998, McGraw-Hill, East Elementary
41. (2) Black Line Master Musical Instruments, K-8, 1998 McGraw-Hill, East Elementary
42. (30) Writers, Inc., 2001, Great Source Ed Group, an HMH Company, Eaton High School
43. (60) The Language of Literature, 2002, McDougal Littell, Eaton High School

P. Obsolete Items

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

1. Medication cabinet Eaton High School, tag #11779
2. Overhead projector, East Elementary, tag #010954
3. POS Monitor, East Elementary, tag #014616
4. Broken Printer, East Elementary, tag #10785
5. DVD player, East Elementary, tag #010944
6. DVD player, East Elementary, tag #010879
7. DVD player, East Elementary, tag #010915
8. DVD player, East Elementary, tag #010971
9. DVD player, East Elementary, no tag
10. File cabinet, East Elementary, tag #09382
11. (2) Card catalog files, East Elementary, no tags
12. (2) Desk components, East Elementary, no tags
13. Shelf, East Elementary, tag #0108B
14. Shelf, East Elementary, tag #07145
15. Computer Desk, Eaton High School, tag #11906
16. (60) Miscellaneous Library Books, no monetary value.
17. (202) Leveled Readers sets, Level A
18. (350) Leveled Reader sets, Level B
19. (237) Leveled Reader sets, Level C

- 20. (195) Leveled Reader sets, Level D
- 21. (204) Leveled Reader sets, Level E
- 22. (246) Leveled Reader sets, Level F
- 23. (261) Leveled Reader sets, Level G
- 24. (273) Leveled Reader sets, Level H
- 25. (89) Leveled Reader sets, Pre-Kindergarten
- 26. (60) Miscellaneous Library Books, Eaton Middle School
- 27. (150) Miscellaneous novels and resource books, Eaton High School

Motion by _____, second by _____

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

Q. Student Master Affiliation Agreement with Kettering Health

The Administration recommends the approval of the contract that will allow Eaton students to job shadow in the medical field, (Attachment F).

Motion by _____, second by _____

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

R. 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.

VI. 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: Thursday, October 13, 2022 - 6:00 p.m.
Location: Hollingsworth East Elementary

Meeting: Regular Board Meeting
Date/Time: Thursday, November 17, 2022 - 6:00 p.m.
Location: Hollingsworth East Elementary Cafeteria

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 one certified teacher as directed by ECS on a substitute, when called as needed basis, beginning July 1, 2022 and ending June 30, 2023 not to exceed 180 days. The certified teacher 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

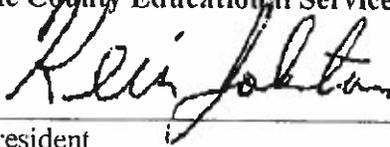
Sum of approximately, Twenty-Seven Thousand Five Hundred Eleven and 20/100 Dollars (\$27,511.20) according to the estimated budget that is attached. Any additional or follow up costs to this employment (i.e., workers compensation or unemployment expenses) that is incurred by the PCESC will also be included.

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

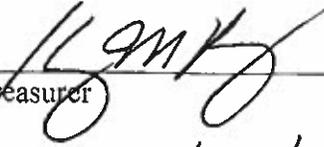
by Preble County Educational Service Center

Board President



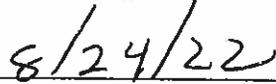
Board President

Treasurer



Treasurer

Date



Date

ATTACHMENT

**SUBSTITUTE
PARA-
TEACHER**

Salary per Day	\$125.00
Total Cost Per Day	\$152.84
Number of Work Days	<u>180</u>
Total Per Teacher	<u>\$27,511.20</u>

SERVICE AGREEMENT

2022-2023 School Year

This AGREEMENT shall serve as a contract between the Eaton Community Schools ("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:

Hearing/Audiology

- b. MCESC agrees to provide services, and the District agrees to pay Montgomery County ESC, based on the percentage of the full time equivalent ("FTE") of the staff member(s) necessary to perform all required services under this Agreement. Such services include but not limited to direct service minutes as determined by the student's IEP/504/Intervention Plan, service provider travel time and mileage, attendance at IEP/ETR/Intervention Plan meetings, consultation with staff and/or families, service provider lesson preparation, staff training based on student need such as assistive technology and/or equipment (including equipment items for trial or loan) and any other direct or indirect services requested by the District pursuant to this Agreement. Montgomery County ESC agrees to provide **12.5 percent** of an FTE to provide the services required hereunder. **12.5 percent** of an FTE allows the District to receive **5 hours** of services per week. The percentage of FTE will be billed on a quarterly basis in a minimum of one-hour increments.
- c. The District may request additional service time throughout the school year as needed and Montgomery County ESC will make reasonable efforts to increase the percentage of an FTE as requested. The cost of the increased services will be adjusted at the end of the fiscal year. Notwithstanding the requirements of Paragraph 12 below, adjustments of the FTE under this paragraph will not require a written amendment to this Agreement to be binding upon the parties.

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 **\$19,425.00** pursuant to R.C. 3313.846 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 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 Schools:

200 South Keowee Street Dayton, Ohio 45402
 f @MontgomeryCountyESC t @MCESC

Superintendent's Signature Date

Treasurer's Signature Date

For Montgomery County ESC:

Superintendent's Signature Date

Treasurer's Signature Date

SERVICE AGREEMENT

2022-2023 School Year

This AGREEMENT shall serve as a contract between the Eaton Community Schools ("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:

Vision/Orientation & Mobility

- b. MCESC agrees to provide services, and the District agrees to pay Montgomery County ESC, based on the percentage of the full time equivalent ("FTE") of the staff member(s) necessary to perform all required services under this Agreement. Such services include but not limited to direct service minutes as determined by the student's IEP/504/Intervention Plan, service provider travel time and mileage, attendance at IEP/ETR/Intervention Plan meetings, consultation with staff and/or families, service provider lesson preparation, staff training based on student need such as assistive technology and/or equipment (including equipment items for trial or loan) and any other direct or indirect services requested by the District pursuant to this Agreement. Montgomery County ESC agrees to provide **12.5 percent** of an FTE to provide the services required hereunder. **12.5 percent** of an FTE allows the District to receive **5 hours** of services per week. The percentage of FTE will be billed on a quarterly basis in a minimum of one-hour increments.
- c. The District may request additional service time throughout the school year as needed and Montgomery County ESC will make reasonable efforts to increase the percentage of an FTE as requested. The cost of the increased services will be adjusted at the end of the fiscal year. Notwithstanding the requirements of Paragraph 12 below, adjustments of the FTE under this paragraph will not require a written amendment to this Agreement to be binding upon the parties.

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 **\$19,425.00** pursuant to R.C. 3313.846 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 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 Schools:

200 South Keowee Street Dayton, Ohio 45402
 f @MontgomeryCountyESC t @MCESC

Superintendent's Signature Date

Treasurer's Signature Date

For Montgomery County ESC:

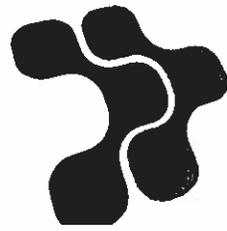
Superintendent's Signature Date

Treasurer's Signature Date



Eaton Community School District

SERVICES QUOTE



**Key Behavior
Services, LLC**

3000 Lakeside Drive, Suite 100
Cincinnati, OH 45236

September 12, 2022

Presented to:

Eaton Community Schools
305 South Lewistown Road
Eaton, OH 45320

Presented by:

Key Behavior Services
4000 Kentmore Drive
Suite A
Piquette, OH 45440

KEY BEHAVIOR SERVICES, LLC**Quote**

Price quotes for services are based on services starting on September 12, 2022, and running through June 30, 2023.

Quantity	Description of Services	Estimate
78 Hours	<p><i>Assessment and ongoing Behavioral Consult and Supervision</i></p> <p>The BCBA or BCaBA will provide ongoing consultation to the school team. This will include a meeting with the IEP team to be conducted at a minimum of every three weeks that the school district is in session, but perhaps more based on availability of the team and/or progress of the student.</p> <p>Ongoing consultation will also include time to meet with the classroom teacher and other support staff working with the designated student, including the Intervention Specialist, Paraprofessionals, Occupational Therapists, Speech Language Pathologists, Behavior Technicians, and any other team members consistently interacting with the student. For Behavior Technicians, this will include ongoing supervision of at least 7.5% of the time spent implementing the BIP. This is per the BACB Supervision Guidelines.</p> <p>Due to location and distance from KBS home offices, some support services may be provided virtually through HIPAA compliant Zoom or other agreed upon platforms. Services will be provided at a rate of \$125/hour.</p>	\$9,750.00
208 Hours	<p><i>RBT Support</i></p> <p>A Registered Behavior Technician (RBT), or Behavior Technician with similar training and supervision will provide support to the student and learning environment under the direction of the assigned BCBA's direction. The RBT would be planning to provide these services directly with the student. The schedule is planned to follow the typical school day at Bruce Elementary School, 8:45am until 3:15pm. At this time, it is estimated that there would be an average of 6.5 hours provided per day for the duration of the school year, starting on 9/12/2022</p> <p>The RBT is unable to make independent decisions regarding the FBA, BIP, or placement of the student, but is able to implement interventions, feedback to team members, and other supports agreed upon by the BCBA as needed.</p> <p>At this time, the expected number of hours for the RBT to provide support, starting 9/12/22 and continuing through June 30, 2023 is 1040 total hours for an estimated 160 school days. The charged RBT rate will be \$55.00/hour. This does not include any administrative work (e.g. report writing) outside the school, as this would fall under the BCBA's responsibility.</p>	\$57,200.00
	Total:	\$66,950.00 USD

Key Behavior Services, LLC
 5963 Kentshire Road, Suite A
 Kettering, OH 45440



Contract for School-Based ABA Consultation Services

Provider and Client Agreement

- This is an agreement for Key Behavior Services, LLC to provide ABA and behavioral consultation services and direct behavior support by individuals certified by the Behavior Analyst Certification Board, to Eaton Community School District.

Minimum Services to be Provided

Detailed information is included in the redacted quote provided at the end of this document, but services will include the following.

- Key Behavior Services, LLC (KBS) and Eaton Community School District (client), agree to services to be provided monthly for the duration of the contract by a Board Certified Behavior Analyst (BCBA) or Board Certified Assistant Behavior Analyst (BCaBA). Hours can be scheduled as needed throughout each month if deemed appropriate by KBS and the client. If deemed unnecessary, no hours will have to be provided in a given month.
- Student-specific Behavior Technician support, with those supports to be in place throughout the 2022-23 school year.

Types of Services to be Provided

- KBS will complete student evaluations, which will include at a minimum, a student observation, staff interview, a functional behavior assessment, and a document containing a summary of this information along with recommendations for a behavior plan. KBS will also provide staff training and provide feedback to staff on behavior plans. All observations and assessments will be completed in a school setting unless requested by administrators at Eaton Schools.
- KBS may participate in meetings regarding any student for which recommendations are being made if deemed necessary by KBS and staff at Eaton Schools, as long as parents have provided written consent. These meetings may include, but are not limited to, parent/teacher conferences, IEP meetings, and ETR meetings.
- KBS may provide scheduled staff trainings on topics related to ABA and behavior management.

Duration of the Agreement

- The agreement of services is agreed to start on September 12, 2022. This agreement will end on June 30, 2023.

Rates

- All consulting services provided by a BCBA or BCaBA from KBS will be charged to the client at a rate of \$125 per hour.

Key Behavior Services, LLC
5963 Kentshire Road, Suite A
Kettering, OH 45440



- All services provided by a behavior technician from KBS will be charged to the client at a rate of \$55.00 per hour.
- Mileage may be charged, round-trip, for staff who are on campus for less than 4 clock hours. KBS charges mileage rates as determined by the IRS, which as of 9/7/2022 is \$0.625 per mile.

Payment Terms and Late Payments

- The client will be sent a monthly invoice by KBS for services provided during the previous month. The invoice will be sent around the 15th of the following month. The client will be required to make payment within 30 days of receiving the invoice.

Outstanding Charges Cap

- If the client has any outstanding charges of \$50,000 or more that are past due, services will be postponed until payment is made in full to KBS.

Termination of Services by Client

- If the client chooses to decline services provided by KBS at any point during the contract, they will owe the remaining balance on their invoice. Reduction of Behavior Technician supports require 30 days calendar notice, not including "as needed support" as described above. This requirement is waived if the student unenrolls from the district for any reason.

Termination of Services by KBS

- If for any reason, KBS decides to terminate services to the client. The client will no longer be charged for services, unless they have already been delivered. KBS must provide the client with written documentation that they will be terminating services. KBS will also make appropriate referrals to other ABA providers in the Dayton, OH region.

Services Matrix

Provider:	Key Behavior Services, LLC	Client:	Eaton Community Schools
Projected Start Date:	September 12, 2022	End Date:	June 30, 2023
BCBA/BCaBA Rate:	\$125 per hour	Min BCBA Hours	No monthly minimum
Behavior Tech Rate	\$55.00 per hour	Min Tutor Hours	No minimum
Mileage, as needed	Current IRS rate on date of service (\$0.625 as of 9/7/22)		
Total Estimated Cost for 2022-23 School year		\$66,950	

Final Graduation List 2022

Sidney Renee Adams	Alison Kay Halveland	Shane Neil Osborn
Madison Marie Adkins	Madelyn Jane Haynes	Daisy Marie Othersen
Zachary Tyler Allbright	Dana Elaine Herrmann	Baylor Bradley Oyler
Rachel Elisabeth Allen	Nicolas Mark Hines	Jayln Marie Penley
Tristan Emerson Apking	Tanner Ryan Hobbs	Matthew Gale Piekutowski
Nicholas Azzalina II	Damian Dale Hodge	Brittney Nichole Popp
Gavin Nicholas Bach	Alicen Belle Hollon	Raegan Alyssa Prater
Camryn Jo Bates	Abigail Catherine Howard	Gabriel Paul Puckett
Autumn Grace Bean	Magdelynn Rose Howard	Kaitlyn Marie Puckett
Delaney Christine Bell	Dominic Raiden Isaacs	Hannah Ranae Randolph
Breyden Michael Boston	Jayden Matthew Jacks	Raven Harley Jane Reatherford
Samantha Taylor Bowman	Preston Elijah James	Christian Miguel Reyna
Ayden Matthew Bradburn	Ashlee Brooke Jimenez	Grace Elizabeth Risner
Hayden Luke Bratton	Michael Mathayus Johnson	Lainey Chevelle Roberts
Jonah Thomas Brewer	Emilee Nichole Jones	Mason Curtis Roell
Erin Elisabeth Bristow	Kelby Alan Jones	Rylee Brooke Ruebush
Nora Bloom Browning	Haneet Kaur Kang	Aden James Satterfield
Abbie Marie Bryant	Jakob Riley Keller	Taylor Michael Schaeff
Amberlee Ranae Campbell	Grace Marie Kelly	Matthew David Schrimper
Caila Rae Paige Charles	Rachel Renee Kelly	Kinzee Jean Shafer
Alexius Chantel Clark	Lillian Paige Kennedy	Alyssa Nicole Annmae Smith
Chloe Michele Clippinger	Isabella Grace Kinnett-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 Kochensparger	Ciara Grace Straszheim
Brady Spencer Cooper	Anna Joy Kramer	Andrew Scott Taylor
Zachary Neal Cottingim	Justin Nicholas Liddy	Harley Devon Taylor
Julianne Faith Couch	Zachary Taylor Mann	Amyah Grace Thacker
Lorena Marie Cravens	Lucas Eli Marker	Conner David Thompson
Jarell Machi Curtiss	Joshua Allen Martin	Chandler Royce Toler
Morgan Jeffrey Dare	Elaina Marie Maynard	Aubree Noelle Towe
Brady Parker Davis	Grace Anne Maynard	Jaelynn Riley Trantanella
Eathan Wayne Davis	James Hunter McCray	Andrew James Turpin
Cody Lee Depoyster	Joseph Daniel McKee	Abbigail Elaine Tuttle
Laura Lee Dillon	Jewelina Ann Marie McKinley	Erin Alyse Washington
Jenna Danielle Ditmer	Stephen Tyler McNabb	Alaina Katherine Webb
Jasmine Marie Dotson	Jayda Brooke McQueen	Lillian Mae Wehrley
Hailie Sabina Edwards	Cooper Joseph Mendenhall	Kai Allen West
Shane Michael Lee Finfrock	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

**KETTERING HEALTH
STUDENT MASTER AFFILIATION AGREEMENT**

EFFECTIVE DATE: September 15, 2022 **TERMINATION DATE: December 31, 2023**

THIS STUDENT MASTER AFFILIATION AGREEMENT (this “Agreement”) is made as of the Effective Date, by and between Kettering Adventist Healthcare, an Ohio nonprofit corporation, dba Kettering Health (“**Kettering Health**”) and [Eaton High School] (“**Affiliate**” or “**School**”).

WHEREAS, Kettering Health operates a network of medical centers, physician offices, and other healthcare facilities, including, but not limited to Kettering Medical Center dba Kettering Health Main Campus, Kettering Health Miamisburg, Kettering Health Troy, and Kettering Health Middletown; Dayton Osteopathic Hospital dba Kettering Health Dayton, and Kettering Health Washington Township; Greene Memorial Hospital, Inc. dba Kettering Health Greene Memorial; Beavercreek Medical Center dba Soin Medical Center; The Fort Hamilton Hospital dba Kettering Health Hamilton; Alliance Physicians, Inc. dba Kettering Health Medical Group; and other facilities that Kettering Health may operate from time-to-time; and

WHEREAS, Kettering Health and Affiliate wish to form a relationship to provide educational experiences in a clinical setting at one or more of the facilities indicated above for one or more students (“**Students**”) enrolled at Affiliate in the departments attached hereto as Schedule 1 (collectively, the “**Department**”) or School, with the objective of producing competencies in the field of study upon completion of Students’ training; and

WHEREAS, this Agreement shall cover and include student placements from Affiliate’s above-named Department or School and participation in Kettering Health programs/departments as correspond accordingly; and

WHEREAS, Kettering Health is willing to allow Students access to its premises under the terms and conditions referred to herein; and

WHEREAS, it is agreed by the aforesaid parties to be of mutual interest and advantage for selected Students to be provided quality educational experiences at Kettering Health.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is mutually understood and agreed upon by the parties hereto, as follows:

I. OBLIGATIONS AND RIGHTS OF AFFILIATE

- 1.1. Affiliate will provide written requests to assign Students to Kettering Health. The number of students assigned will be subject to the availability of Kettering Health’s personnel for teaching and supervision as well as subject to the availability of Students. Affiliate shall ordinarily provide Kettering Health with the names of Students and dates of educational experiences at least sixty (60) days prior to the Students’ arrival.

- 1.2. Affiliate will require Student competence in identifying appropriate levels of supervision. Affiliate will inform Students of their responsibility to inform Affiliate and/or Kettering Health if any situation of inappropriate supervision arises.
- 1.3. Affiliate reserves the right to revoke any assignment prior to the Student's entry into the educational rotation at Kettering Health; or to withdraw the Student from the assigned educational experience when, in Affiliate's judgment, the educational experience no longer meets the needs of the Student.
- 1.4. Affiliate shall maintain professional liability insurance or shall require each Student to maintain an individual professional liability policy with limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate covering educational experiences provided pursuant to this Agreement. A Certificate of Insurance shall be provided to Kettering Health prior to the commencement of each educational experience. If employees of the Affiliate will be at Kettering Health with the Students during the educational experience, Affiliate shall provide, upon request, evidence of professional liability insurance in the aforementioned amounts and Workers' Compensation insurance covering its employees. If such insurance is "claims made," an extended reporting endorsement ("Tail") for such Professional Liability Insurance shall be purchased in the event of the termination of the Student's services, and Affiliate or the Student shall be responsible for and pay any such Tail insurance premium and any deductible(s) applicable thereto.
- 1.5. Affiliate shall obtain evidence of satisfactory health status as determined by Kettering Health pursuant to the standards of the Ohio Department of Health, Communicable Disease Division as further delineated in **Exhibit A**, attached hereto and incorporated herein and as may be revised from time-to-time in accordance with law, for each Student. At Kettering Health's request Affiliate will provide documentation to Kettering Health that each Student is in compliance with Kettering Health's health and immunization requirements as outlined in **Exhibit A**.
- 1.6. Affiliate shall provide Kettering Health with documentation evidencing (i) a current criminal records check, enabling Student to work in direct contact with patients in a healthcare setting; and (ii) a current check of the HHS/OIG List of Excluded Individuals/Entities (available at <http://www.oig.hhs.gov>) and the GSA's System for Award Management ("SAM") list of Parties Excluded from Federal Programs (available at <https://www.sam.gov/SAM/>) (collectively "Exclusion Lists").
- 1.7. Affiliate shall provide or otherwise confirm that each Student has received appropriate instruction and has satisfactorily completed the prerequisite portion of the curriculum.

- 1.8. Affiliate shall require that each Student will obtain prior written approval from an authorized representative of Kettering Health's administration before publishing any material related to the Student's experience.
- 1.9. Affiliate shall provide each Student with proper identification that at minimum would include the Student's name, a photo of the Student, and the name of the Affiliate or School. Affiliate shall require that each Student displays identification at all times in accordance with Kettering Health policy.
- 1.10. Affiliate shall require that each Student is able to provide proof of health insurance to Kettering Health and that each Student has knowledge that he/she will be accountable for payment of personal medical expenses as a result of personal illness or injury occurring during the course of the educational experience.
- 1.11. Affiliate understands that as a condition of participation in the educational experience at Kettering Health, each Student must sign the Individual Student Orientation Form, attached hereto as **Exhibit B-1** and incorporated herein by this reference. Affiliate agrees that it shall be responsible for obtaining each participating Student's signature on said form and shall provide Kettering Health with one originally signed form. If Students of Affiliate are voluntarily accepting assignments to an area within one of the Kettering Health's facilities where patients who have tested positive for the novel Coronavirus or SARSCoV-2 ("COVID-19") are being treated, Affiliate agrees to require each Student to sign the Consent Form attached as **Exhibit B-2**. Affiliate will provide the original, signed version of the Consent Form to Kettering Health, upon request
- 1.12. Affiliate shall apprise Students of the requirement to comply with all Kettering Health policies, procedures and standards of practice while they are present on Kettering Health premises.
- 1.13. Affiliate shall inform Students that they shall receive no compensation or benefits of any nature directly or indirectly from Kettering Health for activities conducted pursuant to this Agreement.
- 1.14. Affiliate will inform Students that as a condition for participation in the educational experience at Kettering Health, Students are required to adhere to the obligations as stated in Section II of this Agreement.

II. OBLIGATIONS OF STUDENTS

- 2.1. Students shall handle all confidential information in a professional manner; and under no circumstances will a Student discuss a patient or client with anyone other than the appropriate Kettering Health or Affiliate staff in a manner which would identify the patient or client. Student will comply with Kettering Health's HIPAA privacy and security policy applicable to members of Kettering Health's work force.

- 2.2. Students shall adhere to all rules, policies, and procedures of Kettering Health and department/division to which they are assigned, inclusive of agreeing to abide by the requirements set forth in the Student Orientation Form, attached hereto at **Exhibit B-1** and incorporated herein by this reference.
- 2.3. Students shall submit an evaluation of their Student placement to their faculty instructor who will summarize the Student's comments for Kettering Health.
- 2.4. Students shall provide proof that their health care status meets the requirements of Kettering Health (see Section 1.5) including immune status for Rubella and negative TB test.

III. OBLIGATIONS AND RIGHTS OF KETTERING HEALTH

- 3.1. So long as Affiliate and Students fulfill each of the obligations contained herein, Kettering Health shall allow Students access to its premises.
- 3.2. To the extent possible, Kettering Health shall exert its best efforts to maximize the quality of the educational experience of all students at Kettering Health.
- 3.3. Kettering Health shall schedule adequate staff to provide the necessary level of care for its patients and shall not rely upon Student participation in determining staffing levels.
- 3.4. Kettering Health shall maintain ultimate responsibility and authority regarding patient care. Kettering Health shall not permit Students to practice at Kettering Health unless they are under the appropriate supervision of an instructor. Kettering Health is at all times responsible for administrative and professional supervision of Students performing educational activities at Kettering Health under this Agreement and will assure that each Student has a consistent and appropriate level of supervision as detailed at **Exhibit C**, attached hereto and incorporated herein by this reference.
- 3.5. Kettering Health shall provide the Students with access to first aid, emergency care and medical assessment for illness, accidents or incidents which occur on Kettering Health property and which require immediate attention. The Student shall be responsible for the cost of any such care. Kettering Health agrees to notify Affiliate and, if appropriate and if possible, the Student's parents, guardian, or next of kin, in case of an emergency medical situation.
- 3.6. Kettering Health will provide the physical facilities and learning opportunities necessary for the educational experience at Kettering Health and will provide Affiliate with facility information as required by Affiliate to maintain program accreditation, as applicable.

- 3.7. If Affiliate is unable to provide Students with the required identification, Kettering Health will provide proper identification for Students.
- 3.8. Kettering Health will inform Affiliate immediately when a Student is not performing satisfactorily or is demonstrating behavior that is disruptive or detrimental to Kettering Health. If Kettering Health, in its sole discretion, determines that the continued presence of any Student poses a threat to the welfare of any patient or employee, or is detrimental or disruptive to the performance of Kettering Health's activities or its operations, said Student's privileges of participating in this program at Kettering Health shall be immediately suspended.
- 3.9. Kettering Health shall maintain professional and general liability insurance in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate for its employees, and represents that it requires its independent contractors to maintain adequate levels of insurance to cover their acts or omissions which may impact this Agreement.

IV. MUTUAL OBLIGATIONS

- 4.1. Kettering Health and Affiliate agree to cooperatively establish the learning objectives for the educational experience, devise methods for their implementation, and evaluate the effectiveness of the educational experience.
- 4.2. Neither party shall use illegal discriminatory practices in its employment practices or personnel policies, or in the assignment, acceptance and evaluation of the Students, and shall comply with all applicable laws prohibiting discrimination against persons on account of race, sex, color, age, religion, national origin, sexual orientation, gender identity, disability, or any other federal, state, or locally protected status.
- 4.3. Both parties shall maintain the confidentiality of Student records and performance in compliance with applicable state and federal laws, accreditation standards, and Kettering Health and Affiliate policies.
- 4.4. Both parties expressly acknowledge that Affiliate and its employees and Students are not employees of Kettering Health, and that Kettering Health is not the employer of any Affiliate employees or Students for the purposes of this Agreement and that each party shall act at all times under this Agreement as an independent contractor to the other, and nothing in this Agreement shall be construed as a creation of an employee/employer relationship, a partnership, or a joint venture between the Affiliate and Kettering Health.
- 4.5. Both parties agree to accept and be responsible for own acts or omissions, as well as the acts or omissions of own employees, faculty and/or Students.

- 4.6. Each party accessing or receiving (“Receiving Party”) confidential or proprietary information, including without limitation business practices and systems, data processes, clinical processes and outcomes, cost and pricing data, financial information, personnel, student and patient information (“Confidential Information”) from the other party (“Disclosing Party”) agrees to hold the Confidential Information in strict confidence, and apply at least the same standard of care, but no less than industry standard care, used in protecting its own Confidential Information and not to disclose any Confidential Information to any third party and not to use any Confidential Information of the Disclosing Party without the Disclosing Party’s written consent, except as required by law. This provision shall survive the termination of this Agreement.

V. TERM AND TERMINATION

- 5.1. The initial term of this Agreement shall begin on the Effective Date set forth on the first page of this Agreement and end on the Termination Date set forth on the first page of this Agreement. This Agreement will automatically renew for one year terms unless otherwise terminated as provided herein.
- 5.2. This Agreement may be terminated without cause or penalty by either party by giving ninety (90) days’ prior written notice to the other, provided that Students who are currently in a rotation at Kettering Health be allowed to complete that rotation without interruption, absent emergent circumstances or other appropriate cause.
- 5.3. This Agreement may be terminated by either party, upon fifteen (15) days prior written notice to the other party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within fifteen (15) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect.
- 5.4. This Agreement may be terminated immediately by Kettering Health in its sole discretion if Affiliate fails to comply with the provisions of Section I or any section of this Agreement, and Kettering Health reserves the right to deny entry of Students and other persons from Affiliate into its facilities for such noncompliance.

VI. HIPAA COMPLIANCE

Affiliate acknowledges that Kettering Health is bound by law to comply with state and federal law regarding the confidentiality and security of protected health information, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the rules and regulations promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act and any regulations thereunder (together, “HITECH”). Accordingly, Affiliate warrants and represents that it will comply with such confidentiality and security regulations and will hold its Students responsible to similarly

comply. Affiliate's Faculty or Students shall not remove protected health information from Kettering Health's premises. Failure to so comply shall result in immediate and automatic suspension of an offending Student from participation in the educational experience at Kettering Health.

VII. EXCLUDED PROVIDER

Each party represents and warrants to the other party that:

- i. It is not excluded from participation under any federal health care program, as defined under 42 U.S.C. 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program;
- ii. It has not arranged or contracted (by employment or otherwise) with an employee, contractor, or agent that it knew or should have known are excluded from participation in any federal health care program; and
- iii. No final adverse action, as such term is defined under 42 U.S.C. 1320a-7e(g), has occurred or is pending or threatened against it (collectively "Exclusions/Adverse Actions").

During the term of this Agreement, each party shall notify the other party of any Exclusions/Adverse Actions or any basis therefore immediately upon learning of any such Exclusions/Adverse Actions or any basis therefore. In the event that a party, or its employee(s) or agent(s) performing services under this Agreement, is or are excluded from participation in any federal or state funded healthcare program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that a party is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Notwithstanding anything set forth herein, each party shall indemnify and hold harmless the other party against any and all actions, claims, demands and liabilities, and against all loss, damages, cost and expenses, including reasonable legal fees, arising directly or indirectly, out of any violation of this Section by the party or due to exclusion of the party, or its employee(s) or agent(s) performing services under this Agreement, from a federal or state funded healthcare program.

VIII. INDEMNIFICATION

Each party agrees to be solely responsible for its own negligent acts or omissions in the performance of its activities hereunder and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The parties agree that the foregoing is only a statement setting forth the limited responsibility of each party for its own acts of judicially determined negligence or willful malfeasance, and is not and shall not be construed as any contractual or other obligation to defend, indemnify, or hold harmless the other party or any third party.

IX. FEDERAL REGULATION COMPLIANCE

It is expressly understood and agreed that while each party operates facilities which may serve the medical needs of patients of the parties, nothing in this Agreement shall obligate or require any party to admit or refer patients to any such facilities. No party will receive payment for admissions, recommendations or referrals to any other party. Each of the parties hereby certifies that they shall not violate the federal "Anti-Kickback Statute" (42 U.S.C. § 1320a-7b(b), as amended) or the "Stark Law" (42 U.S.C. § 1395nn, as amended), as well as the corresponding regulations for both laws, with respect to the performance of this Agreement.

X. MISCELLANEOUS

10.1. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, whether written or oral related to the affiliation between Kettering Health and the Affiliate's departments identified on Schedule 1. This Agreement may be modified only by a writing signed by both parties; provided, that Kettering Health may deliver an amendment to this Agreement to the notice address of the Affiliate which shall be effective upon seven days after the date of such notice in the event of:

- a. an act or cause beyond the reasonable control of Kettering Health, including, without limitation, acts of nature, such as fire, flood, tornado, earthquake, pandemic; national and/or state emergency; acts of government such as civil injunctions, enacted statutes, or enacted regulations; acts of third parties such as riot, strike, power outage, or explosion; Kettering Health's inability, due to an aforementioned cause, to obtain necessary labor or materials; or
- b. any Kettering Health administrative decision, or local, state, federal, judicial or other decisions regarding the health or safety of the employees of Kettering Health.

In the event the Affiliate does not agree to such amendment, this Agreement shall be terminated as of the date of such notice, provided the parties do not reach a reasonable agreement within 14 days after the date of such notice.

10.2. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or take advantage of any rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any rights, but the same shall continue and remain in full force and effect.

10.3. Any notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and delivered when delivered by a commercially reasonable means of receipted delivery to the recipient

at its business address or to such other address as subsequently provided in writing by such recipient.

- 10.4. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic means will be deemed to be their original signatures for all purposes.
- 10.5. This Agreement shall be interpreted under the internal laws of the State of Ohio, and both parties consent to the jurisdiction of courts of competent jurisdiction sitting in Montgomery County, Ohio. The parties waive any venue or inconvenient forum objections to proceeding in such courts and agree to be validly served in connection with any legal proceeding by certified mail addressed as specified for Notices.
- 10.6. Neither Party shall have the right to assign this Agreement to any third party (other than to a successor in interest to substantially all of its assets), and any such attempted assignment will be null and void.
- 10.7. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. Affiliate acknowledges that Kettering Health has made available to Affiliate information about the federal false claims act and federal administrative remedies law for false claims and statements, and any related civil or criminal Ohio laws and Kettering Health's policies and procedures for detecting and preventing fraud. Affiliate agrees to abide by such policies and procedures as to this Agreement and to make such policies and procedures available to Affiliate's employees and Students.
- 10.8. If applicable, the Comptroller General of the United States, the Department of Health and Human Services, and their duly authorized representatives have access to Kettering Health's contract, books, documents, and records until the expiration of four years after the services are furnished under the contract.

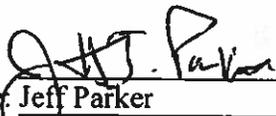
(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto hereby set their hand below as of the Effective Date.

KETTERING HEALTH:

AFFILIATE:

By: _____
Name: Dann Hotelling

By: 
Name: Jeff Parker

Its: VP Finance

Its: Eaton Community Schools
Superintendent

Notice Address:
Kettering Health
1 Prestige Place
Miamisburg, Ohio 45342
Attention: Human Resources Affiliation
Agreements

Notice Address:
Eaton Community Schools
306 Eaton Lewisburg Rd.
Eaton, Ohio 45320

Attention: Superintendent

With a copy to:
KH Legal Services Department
1 Prestige Place, Suite 580
Miamisburg, Ohio 45342
Attention: Chief Legal Counsel

SCHEDULE 1

If additional Departments of Affiliate desire to join this Agreement, Kettering Health and Affiliate shall maintain and update the listing below on an as needed basis to ensure this Schedule I reflects all Departments participating and the updated contact information for each Department.

<u>AFFILIATE DEPARTMENT</u>	<u>DEPARTMENT CONTACT INFORMATION</u>	<u>KETTEIRNG HEALTH CONTACT PERSON</u>	<u>DEPARTMENT SPECIFIC REQUIREMENTS</u>
[Insert Affiliate's Department Name or Relevant School (e.g. Physical Therapy; School of Medicine, Nursing, etc.)]	Name, Title Street Address, City, State ZIP Phone: Email: Fax:	Name, Title Street Address, City, State ZIP Phone: Email: Fax:	

EXHIBIT A**KETTERING HEALTH
IMMUNIZATION REQUIREMENTS**

Affiliate shall, at Kettering Health's request, provide documentation to Kettering Health that each person that will be in a facility operated by Kettering Health is in compliance with Kettering Health's Health and Immunization requirements as listed below, which are subject to change based on recommendations from the Centers for Disease Control and Prevention (CDC), mandated Occupational Safety and Health Administration (OSHA) standards, and such other requirements as Kettering Health shall require from time-to-time in its sole discretion.

1. **COVID**
Vaccination is mandatory for all persons.
2. **Tuberculosis**
Each Kettering Health campus is required to perform an annual TB risk assessment. Changes to the campuses' risk level may require a modification in their TB screening policy. All persons are required to have a baseline TB screening using a two-step TB skin test (TST) or a single blood assay for M. Tuberculosis (BAMT) to test for infection with M. Tuberculosis within the last twelve (12) months.
3. **Influenza**
Vaccination is mandatory for all persons.
4. **Rubella** (German measles)
Documentation is required of 1 Rubella vaccination after the first birthday, or a positive Rubella Titer. Blood work is drawn in absence of documentation. The MMR (Measles, Mumps, and Rubella) vaccination is mandatory for a negative titer.
5. **Rubeola** (10 day measles)
Documentation is required of a positive titer or 2 Rubeola vaccinations after the first birthday. Blood work is drawn in absence of documentation. 2 MMR vaccinations are required for a negative titer.
6. **Mumps**
Documentation of 2 MMR vaccines or a positive mumps titer. Blood work is drawn in absence of documentation. 2 MMR vaccinations are required for a negative titer.
7. **Varicella** (Chickenpox)
Documentation of 2 varicella vaccines or a positive varicella titer. Blood work is drawn in absence of documentation. 2 varicella vaccines are required for a negative titer.
8. **Tetanus, Diphtheria, & Pertussis (Tdap)**
Documentation of a one-time dose is recommended for all persons.
9. **Hepatitis B**
Hepatitis B vaccination is recommended for all persons. A signed declination is required for those persons that do not desire the vaccine.

EXHIBIT B-1**KETTERING HEALTH**
INDIVIDUAL STUDENT ORIENTATION FORM**Student Information:**

Full Name: _____ School: _____
 Address: _____ Degree: _____
 Phone: _____ KH Location(s): _____
 Email: _____ KH Department(s): _____

Section I: General Orientation and Code of Conduct

I understand that I am participating in this clinical experience as a volunteer in fulfillment of the requirements of my educational institution for the field in which I am studying at my higher education institution ("School"). I agree to abide by and be bound by the following statements in return for Kettering Adventist Healthcare d/b/a Kettering Health or any of its hospitals, medical centers, or other healthcare providers (collectively, "Kettering Health") allowing me to participate in an educational experience or training on its or any of its affiliates premises. I hereby acknowledge that:

1. I am not an employee of Kettering Health and expect no compensation or benefits for my services.
2. I have received and completed the Student and Instructor Clinical Passport that includes Emergency Preparedness and Infection Control and basic safety practices of Kettering Health.
3. I will conduct my educational activities at Kettering Health only under the supervision of the trainer and the designated Kettering Health employee, or an authorized faculty of School.
4. Kettering Health retains the right to remove any person in training at any time at its sole discretion.
5. Before participating in the activities of any unit or department, I will be required to familiarize myself with, and I will fully comply with the policies, procedures, protocols, and standards set forth in the unit or department.
6. I will conduct no study, research or survey without the expressed written permission of Kettering Health.
7. I am responsible for the cost of any medical care which I receive from Kettering Health for any reason.

Initial: _____

Section II: Standards of Behavior

Kettering Health's goal is to enhance a culture that creates lasting, caring experiences for patients and their families each day. Exceeding expectations for care and customer service is the key to our success. I understand that my commitment to abide by the KH Standards of Behavior throughout my student experience helps to achieve the KH values of requiring care givers to be Trustworthy, Innovative, Caring, Competent, and Collaborative. I understand that the behaviors listed below will be incorporated in my evaluation:

- Honor patients' rights by following privacy guidelines and code of ethics with patients, physicians, co-workers, and guests;
- Be honest and fair in all that I do and accept accountability for my actions;
- Recognize and anticipate the needs of others to exceed expectations of those I serve;
- Support and appreciate the strengths of others;
- Demonstrate a willingness to learn and an openness to process improvement;
- Value and respect others, treating them with dignity and kindness and avoid taking it personally if patients and others are impatient or rude;
- Seek to understand the physical, emotional, spiritual, and cultural needs of others while respecting their religious beliefs and practices;
- Ensure appropriate procedures and guidelines are followed;

- Proactively support a culture of safety;
- Listen respectfully and avoid defensiveness in verbal and non-verbal communication;
- Exhibit willingness to assist others as needed; and
- Refrain from gossiping and spreading rumors.

Initial: _____

Section III: Health and Immunizations

I understand that if I have a known infectious disease, I shall not place myself in areas in which I would jeopardize others at any facilities operated by Kettering Health. If I become aware that I have or suspect a serious infectious disease, I will notify my instructor or preceptor of KH Student Experience Coordinator, or Department contact person.

Initial: _____

Section IV: Confidentiality

As a student participating in observational and/or clinical activities in facilities operated by Kettering Health, I agree to observe the privacy rights of the patients and their medical information as regulated by the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and any regulations promulgated thereunder. This means that any individual medical data or information that I may hear, see, or observe is not to be used or disclosed to any individual outside the intent and purpose of patient treatment in relation to the observation visit. The information may be discussed only with the people directly involved in conducting the visit. I understand the need for and agree to maintain confidentiality of patient information. This means I cannot tell others outside the hospital that a patient is in the hospital, and cannot tell or otherwise disclose to anyone any information about the patient. I further understand that if I do disclose patient specific data and information to any unauthorized individual, I may be personally liable for severe fines and penalties, up to and including jail time, and immediate and automatic suspension from participation in any observational and/or clinical activities.

I shall handle all confidential information in a professional manner; and under no circumstances will discuss a patient or client with anyone other than the appropriate Kettering Health or Affiliate staff in a manner which would identify the patient or client. I will comply with Kettering Health's HIPAA privacy and security policy applicable to members of the Kettering Health's work force.

I understand that other confidential or proprietary information may be disclosed to me by Kettering Health or I may have access to such confidential and proprietary information, including, without limitation, information relating to Kettering Health's business practices and systems, data processes, clinical processes and outcomes, cost and pricing data, financial information, personnel, resident information ("Confidential Information"). I agree to hold the Confidential Information in strict confidence, and will not disclose any Confidential Information to any third party or use any Confidential Information without Kettering Health's written consent, except as permitted herein or required by law. Notwithstanding the foregoing, Confidential Information shall not include information which (i) is in the public domain or subsequently comes into the public domain without breach of this Agreement; or (ii) is required to be disclosed pursuant to a judicial or court order. This Section IV shall survive the termination of this Agreement.

Initial: _____

Section V: KH Policy and Behavior

I will conduct my observational and/or clinical activities at Kettering Health only under the supervision of the designated Kettering Health employee, or an authorized faculty of School. I will support the philosophy of Kettering Health and the department in which the experience is being obtained.

I agree to support Kettering Health's policy of professional appearance. Shorts, jeans, capris, sandals, and open toed shoes are not allowed. Each person must be neat, clean and devoid of strong perfumes or body odors. Make-up and nail polish can be used in neutral or moderate shades. Visible tattoos are to be covered. Proper photo ID must be displayed at all times.

I agree to conduct my observational activities in a professional manner. I agree to not smoking and not using illegal drugs or alcohol or foul language anywhere on the premises.

Participation in observational and/or clinical activities is prohibited unless this statement is signed by the Student.

Signature: _____ **Date:** _____

Printed name: _____

EXHIBIT B-2**KETTERING HEALTH**
CONSENT FORM FOR ASSIGNMENT TO AREAS OF KETTERING HEALTH
HOSPITALS/FACILITIES WHERE COVID-19 POSITIVE PATIENTS ARE BEING TREATED**Student Information:**

Full Name: _____ School: _____
 Address: _____ Degree: _____
 Phone: _____ KH Location(s): _____
 Email: _____ KH Department(s): _____

As part of my experience at Kettering Health, I am knowingly and voluntarily consenting to an assignment in an area of a hospital or facility where patients who have tested positive for the novel Coronavirus or SARSCoV-2 ("COVID-19") are being treated. I understand that COVID-19 has been declared a global pandemic by the World Health Organization (WHO). I further understand that COVID-19 is extremely contagious and may be contracted from various sources. I understand COVID-19 has a long incubation period during which carriers of the virus may not show symptoms and still be contagious. I have been informed of and I am aware of the risks of being assigned to this area of a Kettering Health hospital or facility. I agree to appropriately wear all personal protective equipment ("PPE") provided to me by Kettering Health and follow all safety and health protocols outlined by Kettering Health.

I have been provided the opportunity to decline this assignment without any adverse effect on my experience. I have also been given the opportunity to ask questions about this assignment and, by signing this form, I confirm that all of my questions were answered to my satisfaction. Should any safety or health concerns arise during my assignment, I will immediately notify the Employee Health department for the campus or facility where I am located. I have been offered a copy of this form.

Signature: _____ **Date:** _____

Printed name: _____

EXHIBIT C

KETTERING HEALTH
SUPERVISION OF STUDENTS

Kettering Health shall:

1. Provide and assign competent, qualified preceptors:
 - (a) in consultation with the Affiliate/School;
 - (b) in sufficient number to meet the preceptor/Student ratio acceptable to Kettering Health and Affiliate.
2. Specify the minimum qualifications for preceptors and maximum preceptor/Student ratios: _____
3. Instruct preceptors regarding their responsibilities for direct supervision of all clinical procedures, patient care, and documentation performed by Students. The preceptor shall:
 - (a) retain ultimate responsibility for Student experience and performance, even where the preceptor delegates part of the teaching responsibilities to other qualified personnel;
 - (b) directly supervise any Student performing an invasive procedure;
 - (c) reserve the right to restrict the Student assignment;
 - (d) evaluate and document Student performance as directed and provide the results of any evaluations to the Affiliate/School's educational coordinator.

The Affiliate shall:

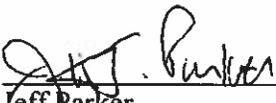
1. Provide that, prior to the term/rotation, all preceptors receive appropriate orientation to the objectives, policies, and evaluation instruments to be utilized with the Students.
2. Provide academic supervision of the Student and monitoring of the rotation in consultation with the preceptors.
3. Retain ultimate responsibility for Student grades, evaluation, and discipline.
4. Make available to Kettering Health any evaluations by Students relating to its preceptors, staff, and clinical experiences at Kettering Health.

IN WITNESS WHEREOF, the parties hereto hereby set their hand below as of the Effective Date of the Student Master Affiliation Agreement to which this Exhibit C is attached.

KETTERING HEALTH:

AFFILIATE:

By: _____
 Name: Dann Hotelling
 Its: VP Finance

By: 
 Name: Jeff Parker
 Its: Superintendent