

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary School Cafeteria**  
**October 13, 2022**  
**6:00 p.m.**

**I. Opening of the Meeting**

**A. Call to order** – President

**B. Roll Call**

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

**C. Pledge of Allegiance-** President Noble led the Pledge of Allegiance.

**D. Recognition of Employee Achievement**

The Eaton Board of Education and Administration would like to recognize the following employees for their outstanding achievement. They have been recognized by the Montgomery County ESC County Autism & Low-Incidence Coaching Team as “A-List” Members.

1. Deanna Hicks, Teacher
2. Heather Bowser, Educational Aide
3. Daphne Brouse, Educational Aide
4. Jessica Callahan, Educational Aide
5. Kaila Moore, Educational Aide

**E. Executive Session**

To consider the employment of a public employee or official.

The following individuals are invited to attend: Jeff Parker, MissAnne Imhoff, and Rachel Tait.

Motion by T. Parks, second by B. Myers to convene executive session.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed .

President convenes executive session at 6:07 p.m.

President resumes open session at 6:48 p.m.

**#2223-22**

## 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 September 12, 2022 Regular Board Meeting.
2. Submission of Warrants for September.
3. Submission of Financial Report for September.
4. Submission of Investment Report for September
5. Approve purchase order to Preble County Council on Aging for transportation services for \$4,780.20 available then (August 11, 2022) and now.
6. Approve transfer of 140,000.00 from 001-0000 General Fund to 001-9164 HB#264 QSCB.
7. Approve transfer of \$419,103.97 from 001-0000 to 001-9413 Set Aside Instructional Material.
8. Approve transfer of \$419,103.97 from 001-0000 to 001-9414 Set Aside Capital Improvements.
9. Approve transfer of \$12,500.00 from 001-9414 to 003-9903 Track Improvements.
10. Approve transfer of \$31,000.00 from 001-9414 to 003-9904 Field Improvements.
11. Approve FY23 Amended Appropriations.

Motion by E. Beeghly, second by B. Deacon

Discussion-Mrs. Tait shared that she completed the Ohio Public Records training on behalf of all five Board Members for their current term.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2223-23**

## III. Reports

- A. **Miami Valley Career Technology Center Report** – Terry Parks- Mr. Parks said the majority of the MVCTC building project will be completed by December. Mr. Parks provided a legislative update. There is a resolution being recommended to repeal the Third Grade Guarantee. There is also a resolution that would provide free breakfast and lunch for all students.
- B. **Parks and Recreation Board Report** – Ben Myers- Mr. Myers said the bridge at Fort St. Clair has been repaired. They are looking at installing a new playground at Fort St. Clair.
- C. **Superintendent Report** – Jeff Parker- Mr. Parker read Kevin Kochensparger's resignation letter. Mr. Parker and Mrs. Imhoff shared Eaton's 2021-2022 State Report Card.

**D. Other Reports-** None.

**IV. Old Business-** None.

**V. New Business**

***ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL***

Action by the Board of Education in “Adoption of Consent Agenda Items” at this point of the agenda means that A through I 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.

**Mr. Parks requested that Item D be voted on separately.**

**A. Retirement & Resignation**

The Administration recommends approval of the following retirement.

1. Kevin Kochensparger, effective May 31, 2023.

**B. Employment Certificated Staff Supplemental Contracts**

The Administration recommends approval of the following supplemental contracts for the 2022-2023 school year, contingent upon completion of all state and local requirements. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations and any applicable state requirements.

1. John Yahl, eSports Advisor, High School
2. Diana Judy, National Honor Society, High School (1/2 stipend)
3. Joe Ferriell, SADD Advisor, High School
4. Cheryl Mellen, Dramatics Director, (Fall), High School
5. Stephanie Herzog, Assistant Dramatics Director, (Fall), High School (1/2 stipend)

**C. Employment – Certificated Staff – Tutors**

The Administration recommends approval of all district teachers under contract to be tutors for the 2022-2023 school year on an as needed basis to provide after school tutoring. Compensation will be at the same hourly rate as home instruction tutor listed in the ECTA Negotiated Agreement.

#### **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. Lynlee Wilson, Cafeteria Worker, retroactive to October 3, 2022.

#### **F. Employment – Amend Resolution #2223-16**

The Administration recommends approval to amend resolution #2223-16, Item V. E. 1 and 2, Employment Classified Staff on the September 12, 2022 board agenda to reflect the correct date of employment for the following employees.

1. Stephanie Rogers – August 16, 2022
2. Tabitha Yoney – August 22, 2022

#### **G. 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. Janice Buehner, substitute custodian
2. Joqunia White, substitute Custodian
3. Shelly Schadle, substitute cafeteria worker, retroactive to October 3, 2022.
4. Chasity Tinstman, substitute cafeteria worker, retroactive to September 21, 2022.
5. Tabitha Yoney, substitute Educational Aide, effective from August 16, 2022 through August 19, 2022.

#### **H. Employment of Non-certificated Extracurricular Position**

The following position has been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, nor a nonemployee 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 this nominee on a 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. Andy Dafler, Wrestling Coach, Middle School
2. Mark Adams, Wrestling Coach, Middle School
3. Lucas Thacker, Assistant Wrestling Coach, High School

## **I. 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. Kevin Klawon, Girls Wrestling
2. Wes Monebrake, Wrestling
3. Mark Silvers, Wrestling
4. Rickey Shafer, Boys Basketball
5. Zoe Faulkner, volunteer to go with Eaton MVCTC FFA students and staff to Indianapolis, IN, October 26-28, 2022 to participate in the FFA National Convention.
6. Lenny Faulkner, volunteer to go with Eaton MVCTC FFA students and staff to Indianapolis, IN, October 26-28, 2022 to participate in the FFA National Convention.

Motion by B. Deacon, second by B. Myers.

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2223-24**

## **D. 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. Tora Bristow, retroactive to September 7, 2022.
2. Jennifer Coleman, retroactive to September 14, 2022.
3. Daniel Mershon, retroactive to September 22, 2022.
4. Patricia Morgan, retroactive to September 20, 2022.
5. Cynthia Neanen, retroactive to September 29, 2022.
6. Malorie Plaughter, retroactive to September 15, 2022.
7. Kelsie Shafer, retroactive to September 15, 2022.
8. Chloe Studebaker, retroactive to September 15, 2022.
9. Tasha Moses, retroactive to September 7, 2022.
10. Christine Salyers, retroactive to October 5, 2022.
11. Sarah Hyatt, retroactive to October 7, 2022.

Motion by E. Beeghly, second by B. Deacon

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks N

President declares motion passed.

**#2223-25**

## ***ADOPTION OF CONSENT AGENDA ITEMS – ADMINISTRATIVE***

**Mr. Parks requested that Item J be voted on separately.**

### **J. Resolution for the Employment of Substitute Teachers**

The Administration recommends approval of a Resolution for the Employment of Substitute Teachers;

**WHEAREAS**, The Eaton Community School District Board of Education (“Board of Education”) anticipates that the District may experience difficulty obtaining substitute teachers during the 2022-2023 and the 2023-2024 school years;

**WHEAREAS**, pursuant to authority granted in House Bill 583, which was enacted by the Ohio General Assembly and became effective for the 2022-2023 school year. The Board of Education may establish its own education requirements for individuals to serve as substitute teachers in the District during the 2022-2023 and the 2023-2024 school year; and

**WHEAREAS**, The Board of Education desires to temporarily adopt modified education requirements for substitute teachers in accordance with the law during the current school year as a measure to help ensure availability of a sufficient number of substitute teachers.

**NOW THEREFORE**, be it resolved by the Eaton Community School Board of education as follows:

### **SECTION I**

The board of Education temporarily authorizes the employment of substitute teachers who do not hold post-secondary degrees, as is otherwise required pursuant to Ohio law and regulations, including Ohio Revised Code 3319.226 and 3319.30, Ohio Administrative Code Section 3301-23-44, and/or Board Policy 3120.04 – Employment of Substitute Teachers, during the 2022-2023 and the 2023-2024 school years. In addition to fulfilling the educational requirements adopted by the Board of Education, an individual must be of good moral character and must have completed all required criminal background checks, as well as obtained a valid non-renewable temporary substitute teaching license issued by the Ohio Department of Education to serve as a substitute teacher in the District.

Motion by B. Deacon, second by E. Beeghly.

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks N

President declares motion passed.

**#2223-26**

Action by the Board of Education in “Adoption of Consent Agenda Items” at this point of the agenda means that items K 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.

**K. Memorandum of Understanding with Preble County YMCA**

The Administration recommends approval of the Memorandum of Understanding between the Eaton Community Schools Board of Education and the Preble County YMCA to waive the fees associated with the use of facilities for the Eaton High School’s swimming program and the Dayton Metro basketball program for the 2022-2023 school year (Attachment A).

**L. Agreements with Montgomery County Educational Service Center**

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

1. YPH Program, retroactive to July 1, 2022, (Attachment B)
2. MD program, retroactive to July 1, 2022, (Attachment C)

**M. Contract Addendum with Preble County Educational Service Center**

The Administration recommends the approval of the Addendum to the Preble County Educational Service Center Contract for the 2022-2023 school year (Attachment D).

**N. Authorization to Operate School Van**

The Administration recommends authorization for the following persons to operate our school van to transport students during the 2022-2023 school year, retroactive to October 4, 2022, pending completion of all state and local requirements.

1. John Rush
2. Mike Derringer

**O. Free Use of Facilities**

The Administration recommends approval for the Preble County Flag Football League to use Eaton Community Schools facilities at no cost.

## **P. Donations**

The Administration recommends approval of the following donated items:

1. Gospel Light Baptist Church of Eaton, miscellaneous school supplies, Eaton Middle School.
2. Donation of \$250.00 from the Eaton Middle School Honor Society to the future Eaton Middle School Honor Society.
3. Orkin Pest Control, \$200.00 of miscellaneous school supplies to Eaton Middle School.
4. Ruby June Boutique, Molly Adams, \$270.00 to Eaton Middle School PBIS Fund.

Motion by B. Myers, second by T. Parks.

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2223-27**

## **Q. Executive Session**

To consider the employment of a public employee or official.

Motion by E. Beeghly, second by B. Myers to convene executive session.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

President convenes executive session at 7:36 p.m.

President resumes open session at 8:00 p.m.

**#2223-28**

## **VI. Adjournment**

Motion by T. Parks, seconded by  
B. Myers, to adjourn the meeting.

Discussion

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

President adjourns meeting at 8:00 p.m.

**#2223-29**



DATE: \_\_\_\_\_

PRESIDENT: \_\_\_\_\_ TREASURER: \_\_\_\_\_

**Upcoming Meetings**

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

Meeting: Regular Board Meeting  
Date/Time: Monday, December 5, 2022 – 6:00 p.m.  
Location: East Elementary School



**Memorandum of Understanding  
Between the Eaton Community School District  
and the Preble County YMCA**

To: Preble County YMCA  
Paul Schreiber, Executive Director

CC: Eaton Community Schools  
Jeff Parker, Superintendent  
Rachel Tait, Treasurer  
Matt Robbins, Director of Operations  
Travis Miller, Athletic Director

Upon signing, the Preble County YMCA and Eaton Community School district agree to a shared facility use agreement in which fees associated with the below mentioned facility usage would regularly be charged:

Eaton Community Schools use of the Preble County YMCA swimming pool for interscholastic events and practices for the 2022-2023 swimming season:

- All charges outlined on the 2022-2023 swimming pool rental proposal shall be waived (\$0).
  - Post season practices and meets (interscholastic competitions), lifeguards, pool or facility maintenance, equipment and custodial charges.
  - Any fee or charge to be billed to Eaton Community Schools shall be agreed upon in advance by both parties.
  - All guidelines for use as listed shall be enforced.
    - Four lanes will be dedicated to the Swim Team during the stated times.
    - Swim team will be responsible for putting in additional swim lane that will remain open for YMCA members only.
    - Swim Team Coach will be responsible for assisting with the installation of lane markers at each practice.
    - YMCA shall provide starting blocks, lane markers, false start rope, and backstroke flags for meet. All staffing, timing set-up and tear-down shall be the responsible of the Eaton High School Swim Team.
    - Eaton High School Swim Team Coach must be present at all practices and meets.
    - YMCA shall not be responsible for any lost or stolen items. Please secure all valuables.
    - Eaton High School shall be responsible for paying all fees within 15 days of the completion of the season.
    - In the event that swimmers make it to the post season and need additional weeks of practice, the length of this agreement, lanes required, and practice times can be adjusted to meet the needs of the swim team.

The Preble County YMCA use of Eaton Community Schools facility for Dayton Metro Youth Basketball events and practices for the 2022-2023 season:

- All charges outlined on the original facility use rental agreement shall be waived (\$0).
  - Waived fee charges to include all fees associated with facility use for both regular and post season practices and events including use of equipment and custodial charges.

**Attachment A**

- Any fee or charge to be billed to the Preble County YMCA in care of the Dayton Metro Basketball Program shall be agreed upon in advance by both parties.
- All guidelines for usage as listed on the Attachment A, Facility Use Agreement, shall be enforced.

Authorized Signature (ECS): \_\_\_\_\_

Date: \_\_\_\_\_

Executive Director (YMCA): \_\_\_\_\_

Date: \_\_\_\_\_

Program Director (YMCA): \_\_\_\_\_

Date: \_\_\_\_\_



## **EATON COMMUNITY SCHOOLS Facility Use Agreement**

The requesting organization/individual (hereinafter referred to as the User(s)) and the Eaton Community School District, agree to allow the following described rooms(s) and/or facility(ies) to be used by User(s) (in each case, referred to below as, the "Facilities") subject to the following terms and conditions which are agreed to by the respective parties pursuant to this Facility Use Agreement (the "Agreement"):

### **Section A: Facilities and Rental Fees**

1. A custodian (or other district personnel approved by the Superintendent) is required to be onsite for all events.
2. User(s) who qualify for free use of facilities may have the building and room fees waived, but will be responsible for payment of all time worked by Eaton Community School District employees.
3. The need for any additional employees not listed above will be charged at the employee's hourly rate.
4. A deposit may be required at the discretion of the Eaton Community School District.
5. All fees associated with the rental of the facility will be paid by the User(s) within thirty (30) days after the event.
6. Additional fees for use of District equipment may apply.
7. The custodial hours charged may exceed the total hours indicated on the Facilities Request Form if additional hours are required to clean up from the event.
8. Two (2) event supervisors are required for the Performing Arts Center if food will be available during an event.
9. Additional rental fees of \$500.00 may be charged if items such as silly string, confetti, glitter, etc. are used in the Facilities. This fee would be in addition to any custodial fees.
10. The User(s) agrees to pay the following rates based on the need for the event. Fees are subject to change.

<b>Buildings &amp; Rooms</b>	<b>Categories 1, 2, 3 &amp; 4</b>	<b>Category 5</b>
<b>Performing Arts Center</b> (Event Supervisor(s) Required)	<b>N/A</b>	<b>\$375.00</b> <b>First 2 hours per day</b> Additional hours per day will be charged at 10% of the base rate for each hour or fraction of an hour the PAC is used.
<b>Athletic &amp; Wellness Complex – Stadium</b> (Includes Football Field & Track)	<b>N/A</b>	<b>\$375.00</b> <b>First 2 hours per day</b> Additional hours per day will be charged at 10% of the base rate for each hour or fraction of an hour the facility is used.
<b>Athletic &amp; Wellness Complex – Baseball/Softball Fields</b>	<b>N/A</b>	<b>\$100 per hour</b>
<b>Athletic &amp; Wellness Complex – Concession Stand</b> (Kitchen Staff Required)	<b>N/A</b>	<b>\$35.00 per hour</b>
<b>Athletic &amp; Wellness Complex – Wellness Room</b>	<b>N/A</b>	<b>\$25.00 per hour</b>
<b>Kitchens – All Buildings</b> (Kitchen Staff Required)	<b>N/A</b>	<b>\$35.00 per hour</b>
<b>Cafeterias – All Buildings</b>	<b>N/A</b>	<b>\$50.00 per hour</b>
<b>Gymnasiums – All Buildings</b>	<b>N/A</b>	<b>\$100.00 per hour</b>
<b>Auxiliary Gymnasiums – All Buildings</b>	<b>N/A</b>	<b>\$75.00 per hour</b>
<b>Media Centers – All Buildings</b>	<b>N/A</b>	<b>\$25.00 per hour</b>

<b>ECS Staff &amp; Personnel</b>	<b>Category 1 &amp; 2</b>	<b>Category 3, 4 &amp; 5</b>
<b>Custodians</b>	<b>N/A</b>	<b>\$54.00 per hour</b>
<b>Kitchen Staff</b>	<b>N/A</b>	<b>\$25.44 per hour</b>
<b>Technical Staff - Basic</b> (Building/Stadium – Lighting, Sound, Scoreboard)	<b>N/A</b>	<b>\$30.00 per hour</b>
<b>Technical Staff – High Technology</b> (Performing Arts Center, Stadium)	<b>N/A</b>	<b>\$50.00 per hour</b>
<b>Event Supervisor – Performing Arts Center</b>	<b>N/A</b>	<b>\$30.00 per hour</b>

*Overtime and Sunday rates may apply.*

## Section B: Use of Facilities

1. The User(s) shall be entitled to use the Facilities, subject to availability, upon completion of a Facilities Request Form which shall contain the dates and the specific buildings and rooms required (the “Facilities”).
2. For the purpose of this Agreement, the User(s) is to use only those parts of the Facilities specified on the Facilities Request Form, and the entrances to those areas.
3. The User(s) shall ensure that any furniture and equipment moved during use of the Facilities is replaced, that the Facilities will be left in a clean and tidy condition, that proper care will be taken of the Facilities during use and any damage from such use, whether caused by negligence, recklessness or the willfulness of the User(s), or the servants, agents or invitees of the User(s), is repaired at the User(s) own cost. The User(s) shall be fully responsible for all loss or damage to Facilities and related property, including property of students and employees.
4. The School reserves the right to terminate this Agreement immediately by notice in writing in its absolute discretion if Section B(3) is contravened by the User(s) (or the servants, agents or invitees of the User(s)) at any time.
5. During the entire term hereof, the User(s) will obtain commercial general liability insurance with a combined single limit of at least One Million Dollar (\$1,000,000), including contractual liability coverage must provide the School with a current Certificate of Insurance prior to use of the Facilities, naming the School as Additional Insured under the policy. User(s) and the School agree that any insurance policies procured by User(s) that provide benefits or protection for the School shall be primary and that any policies procured by School that might happen to provide protection or benefits to the School arising out of User’s use of the Facilities shall be excess.
6. The User(s) agrees, if applicable, that no food or beverages will be served or carried into the Performing Arts Center. The User(s) agrees that if food is served in another area of the facility, i.e. cafeteria, the User(s) will provide personnel to ensure that no food or beverages are carried into the Performing Arts Center. Prohibited food and beverages include, but are not limited to, beverages contained within a bottle with a secure lid, chewing gum, candy, etc.

7. The User(s) agrees that no hazardous materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics, or dangerous animals will be brought into the Facilities or used in any way while occupying any portion of any school owned property, unless prior consent is given by the Eaton School Board of Education, or its designee.
8. Except for “service animals” required for use by a person with a disability, the User agrees that no activities involving animals will be performed at the Facilities, unless prior consent is given by the Eaton School Board of Education, or its designee.
9. A “service animal” is allowed to accompany its human in all areas the human is permitted to go. However, the District may have a service animal removed from the Facilities if the animal is out of control and the animal’s handler does not take effective action to control it or the animal is not housebroken. The district is not responsible for the care or supervision of a service animal.
10. At all times the School buildings and grounds shall remain open to the public for public use not inconsistent with the right of the User(s) to use the Facilities hereunder.
11. The User(s) agrees that no activities involving firearms or other weapons will be performed at the Facilities, unless prior consent is given by the Eaton School Board of Education, or its designee.
12. The User(s) will comply with all laws, rules and regulations applicable to the School and its Facilities and the activities conducted thereon. The User(s) will not commit waste and will refrain from any act that would create a nuisance.
13. The use of drugs, alcohol, tobacco or substitute tobacco products are strictly prohibited on school grounds.
14. The User(s) must give written notice to the School of any accident resulting in bodily injury or damage to property of the School or others occurring on School premises or in any way connected with the use of School premises within twenty-four (24) hours of the accident. The notice must include details of the time, place and circumstances of the accident, as well as the names and addresses of the person(s) injured and any person witnessing the accident.
15. The use the Facilities is contingent upon room availability, the availability of required Eaton Community School staff members, weather and parking lot conditions (i.e. snow, ice, etc.).
16. The District reserves the right to demand sufficient time for full investigation, notice and arrangements of all requests for the use of the Facilities and reserves first claim to the use of its own property. Cancellations may be issued by the District with or without due notice. All approvals are to be granted with this understanding.
17. In no case will those who have been granted use of the Facilities assign, transfer, sublet, or charge a fee to another for the use of Facilities.
18. The Eaton School Board of Education shall not be responsible for any payment due to outside organizations that have been booked by the User(s).



19. The User(s) undertakes and agrees to indemnify and hold harmless the School, School board, School board elected and appointed officials, administrators, principals, teachers and all other School employees, volunteers or representatives, and all persons and bodies corporate acting for or on behalf of them ("School Parties"), against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorney fees) whatsoever (including injury to persons and damage to property) for which they may be or become liable directly or indirectly arising out of the use of Facilities by the User(s) (or the servants, agents or invitees of the User(s), and for such further sums in excess of those contained in any insurance policy procured by User(s) relating to the use of the Facilities or for such amounts as may not be payable under any such insurance policy.
20. User(s) acknowledge the foregoing terms and conditions of the Agreement and hereby waives, releases, and forever discharges the School Parties, from any and all claims, causes of action, and/or liabilities of every kind and manner whatsoever, including claims for property damage, personal injury or death, in law or in equity, judicial or administrative, civil or criminal, which User(s), its employees, members, agents or invitees has or may have arising out of or in connection with the use of the Facilities or the adjacent property or any act, occurrence, circumstance or event occurring in the Facilities or on the adjacent property.
21. This Agreement may not be modified, altered or amended in any manner except by an agreement in writing executed by the parties. If a court finds any provision of this Agreement to be invalid, the remainder of the Agreement will be valid, enforceable and effective. Section titles in this Agreement are for convenience only and will not limit the terms hereof. This Agreement will be interpreted and governed by the laws of the State of Ohio. Neither party may assign any of its rights or obligations hereunder without the written consent of the other party. No use of the Facilities, however, extended shall create or vest in the User(s) any ownership interest in the Facilities (both real estate and personal property) owned by the School.

Event Name/Type: \_\_\_\_\_

Date(s) & Time(s) of Event: \_\_\_\_\_

\_\_\_\_\_

Facilities Requested: \_\_\_\_\_

Accepted on behalf of (User(s)): \_\_\_\_\_

By: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

**SERVICE AGREEMENT**

Attachment B

2022-2023 School Year

This AGREEMENT shall serve as a contract between the Eaton City 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:

YPH Program

**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 **\$150/day** 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 monthly 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 € 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 City Schools:**

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer's Signature

\_\_\_\_\_  
Date

**For Montgomery County ESC:**

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer's Signature

\_\_\_\_\_  
Date



**SERVICE AGREEMENT**

**Attachment C**

**2022-2023 School Year**

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

MD Program

**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 **\$321/day** 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 monthly 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.

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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).

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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.

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- 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**

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

**For Eaton Schools:**


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 Superintendent's Signature

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 Date

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 Treasurer's Signature

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 Date
**For Montgomery County ESC:**


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 Superintendent's Signature

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 Date

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 Treasurer's Signature

---

 Date

**Preble County Educational Service Center  
Contract Amount for FY 2023  
Pursuant to O.R.C. 3313.845  
Addendum A**

County ESC PREBLE County IRN 049254

District EATON COMMUNITY CITY County PREBLE

District IRN 043935

This addendum is to the original contract for fiscal year 2023.

Other services included in the following list will be arranged for as determined by the School District and be paid directly to the Preble County ESC under separate billings.

- One-on-One/Billable Aide Services
- Disciplinary Alternative Education Placement (DAEP)
- Interpreter Services
- Home Instruction Services
- Bus Driver Exams/In-Service Professional Development
- Student Worker Salaries
- Other Miscellaneous Services Agreed to by the Superintendents

\_\_\_\_\_  
Print District Representative Name

\_\_\_\_\_  
District Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print ESC Representative Name

\_\_\_\_\_  
ESC Representative Signature

\_\_\_\_\_  
Date