# EATON BOARD OF EDUCATION REGULAR MEETING

# Hollingworth East Elementary August 14, 2023 6:00 p.m.

# I. Opening of the Meeting

- A. Call to order President
- B. Roll Call
  - E. Beeghly <u>Present</u> B. Deacon <u>Present</u> B. Myers <u>Present</u> L. Noble <u>Present</u> T. Parks <u>Present</u>
- **C.** <u>Pledge of Allegiance</u>- President Noble led the Pledge of Allegiance.

## D. <u>Executive Session</u>

To consider the employment of a public employee or official.

The following individuals are invited to attend: \_Jeff Parker, Rachel Tait, MissAnne Imhoff, Teresa Woodin, Brian Camp, Matt Robbins, Krysten Mikesell, Jack Eversole, Lisa Spahr, Susan Kuck-Sayer

Motion by <u>Eric Beeghly</u> , second by <u>Bryan Deacon</u> to convene executive session.	
Beeghly Y Deacon Y Myers Y Noble Y Parks Y	
President declares motion <u>passed</u> .	#2324-13
President convenes executive session at <u>6:01</u> p.m.	
President resumes open session at _6:59_ p.m.	

# II. <u>Treasurer's Business – Rachel Tait</u>

#### ADOPTION OF CONSENT AGENDA ITEM - FINANCIAL

Action by the Board of Education in "Adoption of Consent Agenda Item" at this point of the agenda means that item A is adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

## A. The Treasurer recommends approval of the following:

- 1. Approve minutes of the July 17, 2023 Regular Board Meeting.
- 2. Approve minutes of the July 25, 2023 Special Board Meeting.
- 3. Submission of Warrants.
- 4. Submission of Financial Report.

- 5. Submission of Investment Report.
- 6. Approve Investment of Interim Monies Report.
- 7. Approve FY24 Supplemental Appropriations.
- 8. Approve purchase order to Frost, Brown, Todd for \$15,216.50, for funds available Then, (February 14, 2023), and Now.

Motion by <u>Bryan Deacon</u> , second by <u>Ben Myers</u>	
Discussion – None.	
Beeghly _ Y _ Deacon _ Y _ Myers _ Y _ Noble _ Y _ Parks _ Y _	
President declares motion <u>passed</u> .	#2324-14

# III. Reports

- A. <u>Miami Valley Career Technology Center Report</u> Terry Parks- Mr. Parks said 1,095 Juniors will start school tomorrow at MVCTC.
- B. Parks and Recreation Board Report Ben Myers- No report.
- C. <u>Superintendent Report</u> Jeff Parker- Mr. Parker thanked all the individuals who helped with the summer cleaning. Mr. Parker gave an update on potential graduation sites. Based on all of the circumstances, Mr. Parker recommended holding graduation on Eaton's football field for 2024 only. If inclement weather, graduation would be moved into the High School gym.
- **D.** Other Reports-None.

# IV. Old Business- None.

# V. New Business

#### ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL

Action by the Board of Education in "Adoption of Consent Agenda Items" at this point of the agenda means that items A through L (except Item 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 I be voted on separately.

## A. Resignations and Retirements

The Administration recommends approval of the following resignations and retirements.

- 1. Dee Batson, Cafeteria Worker, resignation effective August 8, 2023.
- 2. Terri Lauderback, Counselor, resignation effective July 31, 2023.

#### B. Employment – Certificated Staff

The Administration recommends the employment of the following personnel on a one-year limited contract for the 2023-2024 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. Susan Kuck Sayers, Counselor

# C. <u>Employment – Certificated Staff Extended Service Supplemental Contracts for the</u> 2023-2024 School Year

The Administration recommends approval of the following extended service supplemental contracts for the 2023-2024 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Susan Kuck Sayers, Counselor – 5 days

#### D. Employment – Long Term Substitute Teacher

The Administration recommends the employment of Krysten Mikesell as a long-term substitute teacher on a one-year limited contract for the 2023-2024 school year. Employment contingent upon completion of all local and state requirements, including but not limited to background checks and appropriate license. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

# E. <u>Employment – Certificated Staff Extra-Curricular Supplemental Contracts</u>

The Administration recommends the following supplemental contracts for the 2023-2024 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

- 1. Shelby Ashbrook, Grade Level Leader, 3<sup>rd</sup> Grade (1/2 stipend)
- 2. Tiana White, Grade Level Leader, 5<sup>th</sup> Grade, (1/2 stipend)
- 3. Stephanie Herzog, Grade 10 Class Advisor
- 4. Stephanie Herzog, Drama Director, (1/2 stipend), High School

# F. Employment Certified Staff - Mentors

The Administration recommends the following mentors for the 2023-2024 school year, to be paid \$600.00 for supporting first and second year resident educators. All mentors are receiving or have received the required State training.

- 1. Aaron Buczkowski
- 2. Kayla LaMontagne
- 3. Gina Melling
- 4. Jennifer Wilson

#### G. Employment - Certificated Staff - Home Instruction Tutors

The Administration recommends approval of all district teachers under regular contract to be home instruction tutors for the 2023-2024 school year, on an as needed basis.

# H. <u>Employment – Certificated Staff – Substitute Teachers/Tutors as Certified by the</u> Preble County Educational Service Center

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2023-2024 school year, as certified by the Preble County Educational Service Center.

- 1. Scherri Beighle
- 2. Mark Carnahan
- 3. Wendy Chesney
- 4. Kenneth Christello
- 5. Sarah Clabaugh
- 6. Keith Cooley
- 7. Melissa Dare
- 8. Pam Dittner
- 9. Marilee Fourman
- 10. Katie Giffen
- 11. Janette Hamilton-Sosa
- 12. Victoria Howard
- 13. Velma Julian
- 14. Victoria Kupec
- 15. Linda Laufer
- 16. Samantha Lucas
- 17. Tiffany Marit
- 18. Donna Mathews
- 19. Kathleen McCreary
- 20. Randall McKinney
- 21. Mary Mendenhall
- 22. Darvl Michael
- 23. Belinda Moormeier
- 24. Nicole Muller
- 25. Cynthia Neanen

- 26. Mark Silvers
- 27. Sue Stewart
- 28. Ronald F. Stoeckel
- 29. Salvador Sosa Fuentes
- 30. Marcia Sullender
- 31. Elaine Wappenstein

#### J. Employment - Classified Staff

The Administration recommends the employment of the following personnel for the 2023-2024 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. Jack Eversole, Mechanic
- 2. Lisa Spahr, Special Education Aide

#### K. Volunteers

The Administration recommends approval of the following volunteers for the 2023-2024 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

- 1. Kelsey Black, Girls Soccer Volunteer
- 2. Jonathan Waldo, Girls Soccer Volunteer

#### L. Amend Resolution

The Administration recommends the approval of the following resolutions:

- Resolution #2223-77, Item V.N.3, Employment Certificated Staff Athletic Supplemental Contracts, on the May 8, 2023 Board agenda to reflect Elizabeth Geoit, Varsity Cheerleader Advisor, (Basketball), (1/2 stipend).
- Resolution #2223-77, Item V.O.3, Employment Certificated Non-Staff Extracurricular Positions, on the May 8, 2023 Board agenda to reflect Abby King, Varsity Cheerleader Advisor, (Football), (1/2 stipend).

Motion by Bryan Deacon, second by Eric Beeghly	
Discussion- None.	
Beeghly Y Deacon Y Myers Y Noble Y Parks Y	
President declares motion <u>passed</u> .	#2324-15

# I. <u>Employment – Certificated Staff – Substitute Teacher/Tutor as Certified by the</u> Preble County Educational Service Center

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2023-2024 school year, as certified by the Preble County Educational Service Center.

- 1. Kimberlee Barney
- 2. Jennifer Benge
- 3. Deborah Bradley
- 4. Catherine Bulach
- 5. Tyler Claybaker
- 6. Brady Davis
- 7. Linzie Gabbard
- 8. Helen Laura Hiner
- 9. Clayton Kiracofe
- 10. Todd Mayes
- 11. Christine Salyers

President declares motion <u>passed</u> .		#2334-16
Beeghly Y Deacon Y Myers _	Y Noble Y Parks Abs	stained
Discussion- None.		
Motion by <u>Eric Beeghly</u> , second by _	Ben Myers_	

#### 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 M through Y 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.

#### M. Donations

The Administration recommends acceptance of the following donations.

1. Preble County Ace Hardware, 5 ea. 5-gallon buckets of white paint for senior parking spots.

#### N. Approval of Bus Routes and Walk Zones

The Administration recommends approval of bus routes and walk zones for the 2023-2024 school year as submitted by the Director of Operations. Bus Routes and Walk Zones are subject to change based on student and/or district needs. Bus Routes are on file in the Transportation Department Office.

# O. Approval of Interscholastic Participation

The Administration recommends approval for interscholastic participation in the following Ohio High School Athletic Association sponsored post-season tournament events for the 2023-2024 school year. Additionally, the Administration recommends the approval of any in-state overnight trips that are deemed necessary and approved by the administration as they relate to the participation in one of the OHSAA sponsored tournaments listed. In such circumstance, the Administration recommends approval of such overnight trip to begin no earlier than 1 day prior to the listed tournament start date and return no later than 1 day following the conclusion of the listed tournament end date, (Attachment A).

## P. Agreement with the Eaton Police Association

The Administration recommends approval of the agreement with the Eaton Police Association for the 2023-2024 school year to provide an officer at Aukerman Street and Eagle Lane, or a maximum of two (2) hours per day to assist in maintaining safety and order during student arrival and dismissal times, (Attachment B).

#### Q. Agreement with the City of Eaton

The Administration recommends approval of the agreement with the City of Eaton for the use of Fort St. Clair for athletics for the 2023-2024 school year, (Attachment C).

#### R. Agreement with Interpreters of the Deaf

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

#### S. Agreement with the University of Dayton

The Administration recommends approval of the agreement with the University of Dayton for a Graduate Assistant for the 2023-2024 school year, (Attachment E).

#### T. Agreement with Wilson Certified Partner

The Administration recommends approval of the agreement with Ellen Brick, an Educational Consultant and a Wilson Certified Partner Trainer, for a 3-Day Introductory Course on August 28, 2023 through August 30, 2023, (Attachment F)

#### U. Memorandum of Understanding - Preble County Council on Aging

The Administration recommends approval of the Memorandum of Understanding between Preble County Council on Aging and the Eaton Community School District for transportation needs, (Attachment G).

#### V. Agreement with Preble County District Library

The Administration recommends approval of the Serving Every Ohioan (SEO) Service Contract with the Preble County District Library for the 2023-2024 school year (Attachment H).

# W. Agreements with Preble County Educational Service Center

The Administration recommends the approval of (2) two contracts the 2023-2024 school year for services with the Preble County Educational Service Center.

- 1. Contract for Professional Services, (Attachment I).
- 2. Contract for Professional Services, (Attachment J).

## X. Obsolete Items

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

- 1. Overhead projector, High School, tag #03548
- 2. Cart, High School, tag #02701
- 3. Cart, High School, tag #11737

## Y. Agreement with SOCHE

The Administration recommends the approval of the contract with SOCHE, Strategic Ohio Council for Higher Education, (Attachment K).

Motion by Bryan Deacon , seconded by Ben Myers	
Discussion- None.	
Beeghly Y Deacon Y Myers Y Noble Y Parks Y	
President declares motion <u>passed</u> .	#2324-17

# IV. Adjournment

Motion <u>Terry Parks</u> ,s	econded by	
Eric Beeghly,to	o adjourn the meeting.	
Discussion- None.		
Beeghly Y Deacon Y	Myers Y Noble Y Parks Y	
President declares motionpa	assed	#2324-18
President adjourns meeting at _	<u>7:23</u> p.m.	

# Eaton Board of Education Regular Meeting August 14, 2023 Page | 9

DATE:		
PRESIDENT:	TREASURER:	

# **Upcoming Meeting**

Meeting: Regular Board Meeting

Date/Time: Monday, September 11, 2023 – 6:00 p.m.

East Elementary School Location:

Meeting:

Regular Board Meeting Thursday, October 12, 2023 – 6:00 p.m. Date/Time:

Location: East Elementary School

#### 2023-2024 OHSAA Tournament Dates

#### Baseball

Sectional	5/11-5/18
District	5/20-5/25
Regional	5/30-5/31
State	6/6-6/8

## **Boys Basketball**

Sectional 2/19-3/2*	
District	3/4-3/9
Regional	3/11-3/16
State	3/22-3/24

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

#### Football

Reg. First Rnd	1.0/27
Reg. Quarter	11/3
Reg. Semi.	11/10-11/11
Reg. Finals	11/17-11/18
State Semi.	11/24-11/25
State Final	11/30-12-2

#### Soccer

Sectional	10/17-10/21*
District	10/24-10/28
Regional	11/1-11/4
State	11/7-11/11

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

#### Girls Basketball

Sectional	2/12-2/24*	
District	2/26-3/2	
Regional	3/4-3/9	
State	3/14-3/16	

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

#### **Cross Country**

rict	10/21	
ional	10/28	172
e	11/4	
e	11/4	

#### Golf

Sectional Boys	9/25-9-30*
DII & Girls DII	
District Boys DII	10/2-10/7
& Girls DII	
State Boys DII	10/13-10/14
& Girls DII	

<sup>\*</sup>Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date). and Mag

#### Softball

Sectional	5/4-5/11
District	5/13-5/18
Regional	5/22-5/25
State	5/30-6/1

#### 2022-2023 OHSAA Tournament Dates

## **Swimming and Diving**

Sectional	2/5-2/10
District	2/12-2/17
State	2/21-2/24

## **Boys Tennis**

Sectional	5/6-5/11*	
District	5/13-5/18	
State	5/24-5/25	

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

#### Volleyball

Sectional	10/16-10/21*	
District	10/23-10/28	
Regional	10/30-11/4	
State	11/9-11/11	

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

#### **Girls Tennis**

Sectional	10/2-10/7*
District	10/9-10/14
State	10/20-10/21

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

#### Track and Field

District	5/13-5/18
Regional	5/22-5/25
State	5/31-6/1

#### Wrestling

Individual Sectional	2/19-2/24
Individual District	2/26-3/2
Individual State	3/8-3/10

<sup>\*</sup>Denotes 3-day event to begin no sooner than specified date

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

THIS SCHOOL POLICE OFFICER SERVICES CONTRACT (this "Agreement") is entered into and made effective as of the 7<sup>th</sup> day of August 2023, between EATON COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION, 306 EATON LEWISBURG ROAD, EATON, OH, 45320, (the "District") and the EATON POLICE ASSOCIATION, OHIO, 328 N. MAPLE STREET, EATON, OH, 45320, (the "Association"). Each of the signatories hereto is referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, it is the desire of the District and the Association to enter into an agreement under which an Eaton Police Officer will provide Services, as specified below in provision 2, at the District during student arrival and departure times during the 2023-2024 school year.

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

#### 1. NATURE OF AGREEMENT

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

- student dismissal every school day during the 2023-2024 school year.
- F. The District shall pay the City \$35.00 for each hour of Services up to \$70.00 per day.
- G. In performing the Services, the Association shall be an independent contractor, and neither the Association nor the assigned Police Officer shall be an employee of the District.
- H. The Association shall determine the method, details and means of performing the Services and shall supply all tools, vehicles, and instrumentalities required to perform the Services under this Agreement.
- I. Throughout the term of this Agreement, the assigned Police Officer shall maintain any and all licenses and certifications, and shall remain current as to training and professional development. The Association shall be responsible for all costs associated with such licensure, certification, and training.

#### 2. THE SERVICES

- A. The Police Officer shall be a sworn City of Eaton Police Officer assigned to provide the law enforcement activities to assist the District in maintaining safety and order during student arrival and dismissal times.
- B. In general, the Services will be provided one hour before school during student arrival time (8:00 AM to 9:00 AM) and one hour after school during student dismissal time (3:00 PM to 4:00 PM). In case where arrival and dismissal times are different (e.g., late start, snow delay, early dismissal, etc.), the time of providing the Services shall be adjusted, but shall be provided for one-hour periods during student arrival and dismissal times.
- C. The Police Officer shall wear the regulation police officer uniform and operate a police officer vehicle while on duty unless otherwise authorized. One purpose of the Police Officer is to provide a visible deterrent to crime and a positive representation of the Eaton Police Division to students and staff.
- D. The duties outlined in this Agreement are not exhaustive. The Police Officer may have additional duties as assigned by the District in cooperation with the Eaton Police Association.

#### 3. TERMINATION AND SUBSTITUTION OF POLICE OFFICER

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

#### 4. PAYMENT TERMS

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

#### 5. MISCELLANEOUS

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

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

Its:

For Eaton Community School District

Board of Education:

Stand A Hamel

By: By:

Dated August 7, 2023

Its:

# FACILITIES AGREEMENT FORT ST. CLAIR Eaton Community Schools Cross Country Teams 2023

This Agreement is entered into this \_\_\_\_\_ day of August, 2023, by and between the CITY OF EATON, State of Ohio, whose mailing address is 328 N. Maple Street, P.O. Box 27, Eaton, Ohio, 45320, hereinafter referred to as "City" by the authority of the Eaton City Manager, Brad Collins, as provided in the Codified Ordinances of the City of Eaton, Ohio, and the EATON COMMUNITY SCHOOL BOARD, on behalf of the Eaton Community Schools Cross Country Teams, whose mailing address is 600 Hillcrest Drive, Eaton, Ohio 45320, hereinafter referred to as "User," by the authority of the Eaton Community Schools, through its Board of Education President, Lisa Noble and its Superintendent of Schools, Jeff Parker.

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

#### 1. CITY'S OBLIGATIONS:

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

#### 2. USER'S OBLIGATIONS:

- A. User hereby agrees to leave the entire Premises, including the parking lots, in a clean and orderly fashion, free of all debris and litter. If User fails to comply with the provisions set forth herein and the City is forced to utilize its own employees to return the Complex to a clean and orderly state, User will be responsible for the expense of the same. User hereby agrees to so reimburse City for the use of the City's employees within thirty (30) days of receipt of an invoice from the City. Any invoice more than fifteen (15) days past due shall be charged five percent (5%) interest for each fifteen (15) day period such invoice is past due.
- B. User agrees not to erect or build any type of display that will destroy and/or damage the grounds or turf in any way without prior approval from the City.
- C. User agrees to abide by the instructions as to the use of the Park.

- D. User hereby agrees that it is responsible for its own functions and must obtain necessary and needed personnel, materials and supplies at its own expense.
- E. User hereby agrees that it will indemnify and hold harmless the City, its officers, agents and employees from any and all liability of every kind, nature or description, arising out of any and all claims, demands, lawsuits or judgments, which may be brought by any persons, firms or corporations against the City, its officers, agents and employees, by reason of any and all accidents or incidents of every kind and description, occurring anywhere on the Park premises, which may occur or arise out of User's or its invitees use of the Park.
- F. Upon the request of User, subject to provision 1(A) above, the City shall consider the usage of the Park by User for additional dates as requested. Any additional or rescheduled Park usage shall occur only upon the mutual agreement of the parties.
- TERM: This Agreement shall be in effect from the date first written above until November 4, 2023.
- TERMINATION: Upon the breach of any condition or term of this Agreement by User, City may terminate this Agreement immediately upon written notice to User.

#### 5. MISCELLANEOUS:

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

# ATTACHMENT C

Witness our signatures on the date first above written	i,
Eaton Community School Board	City of Eaton, State of Ohio
By:Lisa Noble – President, Board of Education	By: Bud Coll Brad Collins – City Manager
Witness	Witness
Eaton Community Schools	
By:	
Witness	
9	
APPROVED AS TO FORM:	
Ryan L. Brunk Director of Law – City of Eaton	



# Interpreters of the Deaf, LLC

Dayton's Only Deaf-Owned Company

## Terms of Service

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

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

- All assignments are billed for a minimum of two (2) hours at the applicable hourly rate (see fee schedule):
  - A fee schedule is included.
  - o Assignments that exceed the contracted time are billed in fifteen (15) minute increments.
  - A travel charge may apply depending on location of assignment.
  - o Assignments scheduled less than 48 hours in advance will be billed at a higher rate.
  - Assignments scheduled less than 48 hours in advance are considered confirmed and are billable at the time of the request,
  - Assignments scheduled at the same time the Fee Schedule and Terms of Service are requested will be considered confirmed and filled as such.
- Advance notice increases our ability to meet your interpreting/captioning needs. We will make every effort to fulfill
  your request; however, there may be times when all of our interpreters/captionists are engaged and we will be unable
  to provide service during the requested time. All scheduled assignments will be confirmed.
- <u>Cancellations</u> must be received <u>by phone (937-242-6047)</u> or email (<u>request@deafterp.com</u>) with <u>more than 24-hour</u> notice prior to the requested assignment time or the assignment will be billed in full.
- Assignments are billed for the entire requested time. Should a consumer not show up or an assignment end early, the
  assignment will be billed for the entire time requested.
- Assignments that are two (2) hours or more and/or complex in nature generally require two interpreters or
  captionists. We will work with you to determine the appropriate number of interpreters/captionists based on the length, nature of
  the subject matter, number of Deaf consumers and their particular communication needs, and any other factor that may affect the
  interpretive outcome.
- · The requestor is responsible for providing complete and accurate information regarding assignment details.
- Healthcare providers are responsible for issuing payment directly to ID regardless of whether or not the service is covered by the patient's insurance. Interpreters of the Deaf, LLC is HIPAA and FERPA compliant.
- We reserve the right to request payment prior to providing services. Should it become necessary to refer your unpaid balance to a collection agency, additional fees (collection fee, attorney and court fees) may be added to your balance.
- Payment terms are Net 30 unless prior arrangements have been made. No Third Party Billing.
- · Terms of Service are subject to change upon written notice.



# Interpreters of the Deaf, LLC

Dayton's Only Deaf-Owned Company

# Terms of Service Acknowledgement

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

Company Name:		
Mailing Address:		
City:	State:	Zip:
Federal Employer Identification Number (F	Required);	
Name of Person Completing this Form:	5 A 13 COMMISSION	
Title:	Date:	
Phone:	E-mail:	
Invoice Delivery Method (select one):  Email (preferred method):  Additional Email (optional):  U.S. Mail:		State: Zip:
Person to Contact About Billing:same		
Title:	Phone:	
Fax:	Emall:	



# Interpreters of the Deaf, LLC

Dayton's Only Deaf Owned Sign Language Interpreting Agency

937-242-6047

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

K-12 Standard Rates: 2-Hour Minimum

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

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

#### Travel Fees

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

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



# School of Education and Health Sciences Graduate Assistant Agreement

This Graduate Assistantship Agreement ("Agreement") is effective as of the date of the last signature and is made between the University of Dayton, an institution of higher education located at 300 College Park, Dayton, Ohio 45469, through its School of Education and Health Sciences hereinafter referred to as "SEHS" and Eaton Community Schools referred to as "School" (where each institution may also be referred to individually as a "party" and collectively as the "parties"). This Agreement sets forth the expectations, terms and conditions between SEHS, the School and the Graduate Assistant pursuing an advanced degree through SEHS who will placed in the School hereinafter referred to as "Qualified Nominee"

In consideration of the mutual covenants contained herein, the parties agree to the following terms and conditions:

#### 1. SEHS RESPONSIBILITIES

- 1.1 <u>Placement</u>: SEHS will recruit, screen and interview a Qualified Nominee to perform the services described in Exhibit A under the School's supervision and direction.
  - SEHS will assign to School only those students who have met the minimum program requirements established and determined by the SEHS. SEHS reserves the right to refuse or discontinue at any time the placement of students if School does not meet the professional educational requirements of SEHS.
- 1.2 <u>Tuition Remission</u>: SEHS will provide the Qualified Nominee tuition remission, stipend and other applicable benefits for the term covered by the Agreement. These benefits and responsibilities of the Qualified Nominee will be addressed more specifically in a Graduate Assistant Contract that SEHS will provide to the Qualified Nominee.

The Qualified Nominee is not entitled to any insurance, pensions, retirement contribution or any other benefit offered or provided by the School.

- 1.3 <u>Qualified Nominee Preparation</u>: SEHS will inform and advise Qualified Nominees of the following:
  - (a) their responsibility to comply with the terms set forth in this Agreement as referenced in the Graduate Assistant Contract;
  - (b) their responsibility to comply with the applicable policies and procedures of School;
  - (c) the confidentiality of School's student information and their understanding that the education records hosted and/or maintained by the School are subject to

- the Family Educational Rights and Privacy Act of 1974 (20 U.S.C.1232g). While the Qualified Nominee may have access to such records in connection with this Agreement, they will not use or disclose except as permitted or authorized by the School or permitted or required by law.
- (d) their responsibility to obtain prior written approval of School before publishing any material related to the experience beyond required work or course assignments to SEHS or disclosing any individually identifiable student information for any purpose;
- (e) their responsibility to provide evidence of satisfactory background check results:
- (f) their responsibility for all personal expenses including meals and transportation, unless otherwise agreed to and provided by School.

#### 2. SCHOOL RESPONSIBILITIES

- 2.1 Educational Experience: As the Qualified Nominee is still pursuing their educational requirements, the School understands and will provide the Qualified Nominee with the desired educational experience within the scope of this Agreement.
- 2.2 Access to Resources: School will provide Qualified Nominee with reasonable access to its facilities and basic supplies and equipment necessary to fulfill this Agreement.
- 2.3 <u>Supervision</u>: School will provide and maintain professional supervision of Qualified Nominee while they are participating in their educational experience.
- 2.4 <u>Disciplinary Action</u>: School will notify SEHS if a student is not performing satisfactorily or is demonstrating behavior that is disruptive or detrimental to the operations of School. School is expected to discuss all disciplinary matters with SEHS prior to taking any action except in emergency situations. School reserves the right to change the placement of or remove the Qualified Nominee if determined to be in the best interest of the School. School may immediately remove a Qualified Nominee due to a health or safety emergency. Upon mutual agreement, SEHS may place an alternate Qualified Nominee at the School for the duration of the Agreement.
- 2.5 <u>Payment of Invoices</u>: School will pay SEHS for the placement of Qualified Nominee pursuant to this Agreement at the rates set forth in Exhibit A and as invoiced by SEHS.

#### 3. MUTUAL RESPONSIBILITIES

- 3.1 Coordination of Education Process: SEHS and School shall designate a point of contact to serve as the primary contact and coordinate all matters arising under this Agreement or the placement of the Qualified Nominee. Each party will inform and update this information as necessary. The Program Point of Contact will serve in the following capacities:
  - (a) establish learning objectives and duties to be performed by the Qualified Nominee;
  - (b) ensure that Qualified Nominee received sufficient information to acquaint them to the relevant policies and procedures;
  - (c) coordinate communications among SEHS and School as needed;
  - (d) coordinate the evaluation and assessment of Qualified Nominee.

SEHS:	School:	
Elana R. Bernstein, PhD, NCSP Name	Name	
(937) 229-3624 Phone	Phone	
ebernstein1@udayton.edu Email address	Email address	

- 3.2 Nondiscrimination: The parties agree not to discriminate on the basis of age, race, color, creed, religion, ancestry, national or ethnic origin, sex/gender, sexual orientation, gender identity, gender expression, disability, genetic information, military status, veteran status, familial status or any other protected category consistent with the requirements of applicable local, state or federal law, ordinance or regulation.
- 3.3 <u>Indemnification</u>: Each party shall indemnify, defend and hold the other party, their respective trustees, directors, officers, agents, employees, and students harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind, including legal fees incurred by or imposed against the party seeking indemnification and resulting from, or arising out of any negligent or wrongful act or omission of the indemnifying party or any other agent or employee of the indemnifying party occurring at any time during the term of this Agreement.

3.4 <u>Insurance</u>: Each party shall secure and maintain at all times during this Agreement and their respective expense, commercial general liability insurance and professional liability insurance in the amounts of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. Such insurance shall not be cancelable except upon thirty (30) days prior written notice to the other party. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

#### 4. TERM AND TERMINATION

- 4.1 The term of this Agreement is set to follow the School's academic year from the effective date through May 15, 2024.
- 4.2 Either party may terminate this agreement with or without cause upon thirty (30) days prior written notice. Any amounts owed by the School for the term shall be prorated.

#### 5. INDEPENDENT CONTRACTOR

Each party is separate and independent from the other party, and this Agreement shall not be deemed to create a joint venture, agency or partnership between or among the parties. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

#### 6. ENTIRE AGREEMENT

This Agreement including any and all attachments and amendments constitutes the entire understanding between the parties and supersedes all other agreements, express or implied, regarding the subject matter of this Agreement.

Any changes, amendments or alterations to this Agreement must be in writing signed by an authorized representative of both parties.

#### 7. NON-ASSIGNMENT

Neither party may assign any of its rights or obligations under this Agreement without first obtaining prior written consent of the other party.

#### 8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The courts of Montgomery County, Ohio shall be the sole proper venue for any litigation or proceeding between the parties which arises out of or in conjunction with right, duty or obligation under this Agreement.

#### 9. SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

#### 10. WAIVER

The waiver of any breach of term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

Evidencing the parties' agreement to the terms of the Agreement, authorized representatives of the parties have executed this Agreement effective as of the date of the last signature indicated below:

Signed on behalf of:	Signed on behalf of:
University of Dayton	Eaton Community Schools
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

#### Exhibit A

#### Qualified Nominee:

Kaylie Campbell, Department of Counselor Education and Human Services.

#### Services to be Provided:

The school psychology graduate assistantship position is intended to be a coordinated learning experience to complement the training students receive in the classroom at the University of Dayton through its School of Education and Health Sciences ("SEHS"). Graduate assistants (GAs) are in year 1 or 2 of the graduate program (pre-internship), and do not hold any type of ODE license to practice as a school psychologist. As such, GA positions should be treated by SEHS as hourly paid positions with a scope of work at the placement School consistent with an externship (practicum). GA's must be closely supervised by a licensed school psychologist. While many tasks that GAs complete can be done independently, they should not be present in a school building without a school psychologist available for supervision. If the GA is not functioning in a school psychologist capacity on a given day, the on-site school administrator may provide supervision. As the school psychology trainee continues in the program, their range of competencies in the field will expand, along with the assistance they are able to provide to the district. However, close supervision is required in both year 1 and 2 GA contracts. Responsibility for ensuring appropriate supervision of the GA during the practicum at the School lies with SEHS.

GAs may assist with a variety of tasks within their growing range of competency. Accordingly, in year 1, GAs may assist with administrative, program evaluation, and data analytic tasks. Once trained, year 1 GAs might assist with academic screening (i.e., Acadience, AIMSweb, etc.) and delivering academic interventions. In year 2, for example, the GA may assist the school psychologist by organizing materials for and conducting academic screenings, achievement assessment, and intervention delivery. All activities require direct guidance; GAs may not sign paperwork/reports. Following is a non-exhaustive list of activities that fall within and outside the scope of a GAs work.

#### Within the Scope of GA Work:

- Program evaluation efforts to measure the educational impact of district initiatives (i.e., MTSS, SEL).
- Delivery of academic or behavioral interventions within the appropriate range of their attained competency in the graduate training program and under direct supervision of the school psychologist.
  - Parental consent must be obtained in advance.
- Assist with school-wide implementation of MTSS efforts (i.e., RTI and PBIS).

- For example, after the first semester of training, GAs can administer academic screeners such as Acadience or AIMSweb R-CBM probes.
- GAs might also assist in creating materials (training, informational, etc.) for school-wide PBIS or SEL programming.
- Prepare trainings and materials for teachers (i.e., assist supervisor in preparing slides for teacher/staff training).
- Administrative tasks (i.e., data collection, entry, analysis, and summation; organizing and preparing materials for school/district initiatives; compiling files for ETR record reviews; assist with the scheduling side of ETR/RTI meetings and interventions; copying paperwork, etc.).
- In year 2, GAs may administer norm-referenced academic assessments, conduct systematic direct observations (SDO; i.e., time on task observations), and score behavior rating scales (i.e., BASC 3).
  - This should be done under the direct supervision of the district's school psychologist following the "I do, we do, you do" framework.
  - All assessment scoring should be reviewed by the school psychology supervisor for accuracy.
- GAs may provide administrative support for ETR-related work only to include scheduling, sending home paperwork, and observing meetings.
  - All work that requires strict adherence to legal timelines should only be through observation and direct one-on-one supervised experiences.
  - Any ETR components that a GA assists with should be closely reviewed by the supervising school psychologist to ensure accuracy and completeness.
  - GAs are not responsible for maintaining and adhering to ETR-related timelines (see below).

#### Outside the Scope of GA Work:

- GAs should work in the building with a school psychologist supervisor present. If a school psychologist supervisor is absent, the GA should report to an administrator in the building, and they should not function in the capacity of the school psychologist that day.
- GAs should never assist directly with cognitive (i.e., WISC-V, WJ-COG-IV) or adaptive behavior assessments (i.e., Vineland, ABAS); they may observe only, including scoring or running reports.
- GAs should never deliver one-on-one social-emotional interventions, individual counseling, and/or threat assessments independently. This may only be done through observation.
- GAs should never maintain an independent caseload of evaluations for which they are
  responsible for meeting deadlines working in the school 20 hours/week does not afford
  them the time to monitor ETR timelines. The supervisor can assign ETR-related tasks
  with deadlines for completion, but if the GA has worked his/her 20 hours, it is the
  responsibility of the supervisor to complete work to meet a legal deadline.
- Keep in mind that GAs are not licensed educators; they do not hold any ODE endorsement. Thus, they should never be independently responsible for a classroom or group of students.

GAs must be available to arrive on time for class at 4:30 PM. Unless they are making up hours due to an absence, GAs should not work beyond their 20 hours of work per week.

#### Payment Details:

SEHS to invoice School in an amount not to exceed \$24,912 for the academic year, comprised of two semesters. Invoice shall be directed to: [insert]

School to provide SEHS with a standard purchase order, directed to Robert Frayer, University of Dayton, School of Education and Health Sciences, 300 College Park, Fitz Hall, Room 618E, Dayton, OH 45469-2969; or by email to <a href="mailto:rfrayer1@udayton.edu">rfrayer1@udayton.edu</a>.

Payment to be made to SEHS by:

- 1) For credit card payments: go.udayton.edu/invoice
- Checks payable to University of Dayton to: University of Dayton

Office of Student Accounts 300 College Park Dayton, OH 45469-1600

# **BUSINESS CONSULTANT AGREEMENT**

This Business Consultant Agreement is for Professional Development instruction for a Wilson Reading System 3-Day Introductory Course August 28, 29, 30, 2023 made and effective this June 16, 2023.

BETWEEN:

Ellen Brick (the "Consultant") with an office located at:

Ellen Brick, M.A. LLC

Educational Consultant/Wilson Certified Partner Trainer

17961 Hawksmoor Way Chagrin Falls, Ohio 44023

AND:

Eaton Community Schools (the "Company"), a corporation organized and existing

under the laws of the OH, with its head office located at:

Eaton Community Schools 306 Eaton Lewisburg Road

Eaton, OH 45320

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

#### 1. Consultation Services

The Company hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this agreement. The Consultant will consult with the officers and employees of the Company concerning matters relating to the management and organization of the Company, their financial policies, the terms, and conditions of employment, and generally any matter arising out of the business affairs of the company. The services of the instruction for the WRS Introductory Course includes the following:

- -3 days of Professional Development-5.5 hours of Instruction each day + setup/cleanup time
- -Provision of appropriate handouts and materials for each participant
- -Correspondence as needed with administration of Eaton Community Schools
- -Completion of necessary paperwork required by Wilson Language

#### 2. Terms of Agreement

This agreement will begin June 16, 2023, and will end approximately August 30, 2023, at the completion of the course. Either party may cancel this agreement on 14 days' notice to the other party in writing, by certified mail or personal delivery. Dates of service: Monday, August 28, Tuesday, August 29, and Wednesday, August 30, 2023,

#### 3. Time Devoted by Consultant

It is anticipated the Consultant will spend approximately 20-25 hours in fulfilling its obligations under this contract. However, the consultant shall devote a minimum of 5.5 hours each of the three days of the workshop to its duties in accordance with this agreement. On site time of the Wilson Introductory Workshop : Sign-In on the first day 7:45 a.m.- 8:00 a.m., Workshop 8:00 a.m. to 3:00 p.m.

#### 4. Place Where Services Will Be Rendered

The Consultant will perform most services in accordance with this contract at a site provided by the Company. In addition, the Consultant will perform services on the telephone and at such other places as necessary to perform these services in accordance with this agreement.

#### 4. Payment to Consultant

The Consultant will be paid at the rate of \$8,300 for work performed in accordance with this agreement. The Company will pay the invoice within 14 days of completion of the course. Wilson limits workshop enrollment to 35 participants.

#### 6. Independent Contractor

Both the Company and the Consultant agree that the Consultant will act as an independent contractor in the performance of their duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

#### 7. Confidential Information

The Consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial, or other affairs of the company will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms, or organizations.

#### 8. Employment of Others

The Course will be conducted by Molly van Beysterveldt, Wilson Certified Trainer. The Company will pay all costs to the Consultant for those services, but in no event shall the Consultant employ others without the prior authorization of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY Eaton Community Schools	CONSULTANT Ellen R. Brick, M.A., LLC Wilson Language Training Accredited Partner
	Ellew R. Brich
Authorized Signature	Authorized Signature
	Ellen R. Brick, M.A.
Print Name and Title	Print Name and Title
	June 16, 2023
Date	Date

#### Memorandum of Understanding

Preble County Council on Aging (PCCOA) 800 East St. Clair Street Eaton, Ohio 45320 937-456-4947

Eaton Community Schools 306 Eaton-Lewisburg Road Eaton, Ohio 45320

Estan Community Schools

This memorandum of understanding is entered into by PCCOA and Eaton Community Schools. The term of this agreement shall begin August 24, 2023.

The terms of the agreement are listed below:

- 1. PCCOA will provide transportation for students beginning August 24, 2023.
- 2. PCCOA will provide transportation for students 5 days per week.
- 3. PCCOA will pick Aide up at an Eaton school approximately 6:40 am.
- PCCOA will pick up authorized children at their homes and transport from residence to Montgomery County ESC (MCESC), 3500 Kettering Blvd, Moraine, Ohio. School begins at 8:00 am.
- 5. PCCOA will immediately provide return ride for Alde to Eaton school.
- 6. PCCOA will pick Aide up at an Eaton school at 1:10 and transport to MCESC.
- 7. PCCOA will pick students up from MCESC at 2:10 pm and transport to residences.
- After all children have been returned to their residences, PCCOA will transport Aide to Eaton school.
- In exchange for transportation, Eaton Community Schools will be billed \$4.80/mile for aide and \$2.00 each mile driven while each student is on the vehicle. PCCOA will bill Eaton Community Schools monthly.
- PCCOA shall be notified by 5:45 am each morning if student does not plan to utilize PCCOA Transportation.
- If terms of this agreement are not being met, a member of Eaton Community Schools or PCCOA
  will contact Eaton Community Schools, Dr. Aaron Horton or PCCOA c/o Shelley Ratliff in order to
  resolve the problems or issues.

This Memorandum of Understanding may not be modified in any manner unless in writing and signed by both parties. This Memorandum of Understanding may be terminated by either party with thirty (30) days written notice given to either PCCOA staff or Eaton Community Schools, Dr. Aaron Horton.

Eaton community schools	Preble County Council on Aging, Inc.	
	Signature and pate	
Signature and Date	Signature and Pate	
	Shelley Ratliff	
Printed Name	Printed Name	

Droble County County by Asian Inc



450 South Barron Street Eaton, Ohio 45320 Phone: 937-456-4250 Fax: 937-456-6092 pcdl@preblelibrary.org

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

#### 2023-2024

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

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

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

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

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

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

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

Should the school librarian want to continue having PCDL copy catalog materials instead of doing it themselves, the charges for PCDL copy cataloging will be at a rate of \$11,00/hour. PCDL will bill for the charges. Payments are due within 60 days.

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



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

Eaton Community Schools		
BY:	 (Date	)
ПТS:	 	
Preble County District Library		
BY:	 (Date	
ITS:		

#### 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 four (4) certified teachers to serve as building substitute teachers, when called as needed basis, beginning July 1, 2023 and ending June 30, 2024. The certified teachers will serve as substitute teachers as assigned by Eaton Community Schools.

The Eaton Community Schools, agrees to pay the

Sum of approximately, One Hundred Twelve Thousand Six Hundred Fifty-Six and 41/100 Dollars (\$112,656.41) 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 building substitute 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
Base Salary per Day	\$125.00
Total Cost Per Day	\$152.55
Number of Work Days*	692.00
Net Total Cost	\$105,564.60
Incentives**	\$7,091.81
Total Cost	\$112,656.41

<sup>\* 4</sup> teachers at 173 days each \*\* Incentives:

\$100.00 extra for working 10 days per month \$50.00 extra for working 15 days per month \$50.00 extra for working 20 days per month

#### 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, 2023 and ending June 30, 2024 not to exceed 183 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 Nine Hundred Sixty-Nine and 72/100 Dollars (\$27,969.72) 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-Teacher 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 J

## ATTACHMENT

	SUBSTITUTE PARA- TEACHER
Salary per Day	\$125.00
Total Cost Per Day	\$152.84
Number of Work Days	183.00
Total Per Teacher	\$27,969.72