

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary**  
**March 11, 2024**

**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. Executive Session**

To discuss the employment of a public employee.

The following are invited to attend: Jeff Parker, MissAnne Imhoff, Rachael Tait, Scott Couch, Teresa Woodin, James Furrey, Makayla Sullivan.

Motion by Terry Parks, second by Ben Myers to convene executive session.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

President convenes executive session at 6:01 p.m.

President resumes open session at 6:27 p.m.

**#2324-71**

**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 February 12, 2024 Regular Board Meeting.
2. Submission of Warrants.
3. Submission of Financial Report.
4. Submission of Investment Report.
5. Approve FY24 Permanent Appropriation modifications.

Motion by Bryan Deacon , second by Eric Beeghly

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed .

**#2324-72**

### **III. Reports**

- A. Miami Valley Career Technology Center Report** – Terry Parks- Mr. Parks said MVCTC has received 1,712 applications for Juniors for next school year.
- B. Parks and Recreation Board Report** – Ben Myers- Mr. Myers said disc golf is going in at Fort St. Clair. Several activities are planned at Seven Mile Park for April 8<sup>th</sup>.
- C. Superintendent Report** – Jeff Parker- Mr. Parker updated the Board about vaping assemblies held for the Middle School and High School. The assembly in January was about the legal consequences of vaping. Last week, assemblies were held about the health consequences of vaping. East will have Family Reading Night on March 14<sup>th</sup>. At Bruce, there will be a STEAM Night on March 21<sup>st</sup>. This Saturday is the annual Bruce Chess Tournament. March 19<sup>th</sup> will be the Bruce Talent Show. Senior Citizen Brunch will be April 11<sup>th</sup>.
- 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 J 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 Item E be voted on separately.**

**Mr. Myers requested Item C. 4 be voted on separately.**

### **A. Resignations & Retirements**

The Administration recommends approval to accept the following resignations.

1. Jane Gotwald, Cafeteria Worker, resignation for the purpose of retirement, effective May 31, 2024.
2. Kaitlin Lawson, Teacher, resignation effective June 30, 2024.
3. Tiana White, 5<sup>th</sup> Grade Level Leader, (1/2 stipend), effective June 1, 2024.
4. Susan Wible, Library Aide, resignation for the purpose of retirement, effective April 4, 2024.

### **B. Employment – Treasurer**

The Board of Education approves the employment of Rachel Tait, Treasurer, on a five (5) year contract, August 1, 2025 – July 31, 2030.

### **C. Employment – Certificated Administrators**

The Administration recommends the following certified administrators for limited contracts. Salary, benefits and duties per Board Policy, Administrative Rules and Regulations and all applicable state and local requirements. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements.

1. Melissa Imhoff, Assistant Superintendent, three (3) year limited contract, July 1, 2025 – June 30, 2028.
2. Brian Camp, Middle School Principal, two (2) year limited contract, July 1, 2025 – June 30, 2027.
3. Ross Dearth, High School Assistant Principal, two (2) year limited contract, July 1, 2025 – June 30, 2027.
5. Mark Mathews, Elementary Principal, two (2) year limited contract, July 1, 2025 – June 30, 2027.
6. Teresa Woodin, Elementary Principal, two (2) year limited contract, July 1, 2025 – June 30, 2027.
7. Elizabeth Staley, School Psychologist, two (2) year limited contract, July 1, 2025 – June 30, 2027.
8. Tammy Broughton, Psychology Assistant, two (2) year limited contract, July 1, 2025 – June 30, 2027.
9. Sara Haynes, K-5 Integrated Technology & District Electronic Communications Coordinator, two (2) year limited contract, July 1, 2024 – June 30, 2026.

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

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

1. Crystal Bryant
2. Joshua Pool
3. Danielle Smith
4. Makayla Sullivan, retroactive to March 5, 2024.

**F. Employment – Classified Staff**

The Administration recommends the employment of the following personnel for the 2023-2024 school year. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Employment effective the day after the Board meeting unless otherwise noted. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. James Furrey, Custodian

**G. Employment – Non-Certificated Substitutes**

The Administration recommends employment of the following personnel for the 2023-2024 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. Scott Aten, Substitute Custodian
2. Joyce Black, Substitute Cafeteria Worker
3. Shari Bricker, Substitute Educational Aide, retroactive to February 26, 2024.
3. Carolyn McNabb, Substitute Secretary
4. Morgan Shera, Substitute Clinic Nurse
5. Christine Strickland, Substitute Cafeteria Worker

**H. Employment – Certified Staff – Long Term Substitute Teacher**

The Administration recommends approval of the following long-term substitute teacher 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 Administration Rules and Regulations.

1. Makayla Sullivan

**I. Volunteers**

The Administration recommends the 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. Mark Silvers, Volunteer, FFA
2. Nanette Silvers, Volunteer, FFA

**J. Post Temporary Positions**

The Administration recommends the following temporary positions to be filled as needed.

1. One (1) maintenance helper at the rate of \$17.00 per hour, not to exceed 40 hours per week, for a maximum of 9 weeks; as needed from May 20, 2024 through August 19, 2024.
2. Four (4) custodian helpers, at the rate of \$17.00 per hour, not to exceed 40 hours per week, for a maximum of 9 weeks; as needed from June 3, 2024 through August 16, 2024.
3. One (1) transportation department helper, at the rate of \$17.00 per hour, not to exceed 40 hours per week for a maximum of 9 weeks; as needed from June 3, 2024 through August 16, 2024.
4. One (1) transportation, maintenance and custodial helper, at the rate of \$17.00 per hour, not to exceed 40 hours per week for a maximum of 9 weeks; as needed from June 3, 2024 through August 16, 2024.
5. Three (3) technology helpers to be filled as needed, and paid at a rate of \$17.00 per hour, not to exceed 40 hours per week for a maximum of eight (8) weeks; as needed from June 3, 2024 through August 16, 2024.

Motion by Eric Beeghly, second by Bryan Deacon

Discussion- None

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2324-73**

**C. Employment – Certificated Administrators**

4. Aaron Horton, Director of Student Services & School Psychology, two (2) year limited contract, July 1, 2025 – June 30, 2027.

Motion by Ben Myers , second by Bryan Deacon

Discussion- None

Beeghly Y Deacon N Myers N Noble Y Parks Y

President declares motion passed .

**#2324-74**

**E. Employment – Certificated Staff – Substitute Teacher/Tutor as Certified by the 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 with a provisionary substitute license. Employment contingent upon all local requirements being met.

1. Sydney Brumbaugh
2. Cheyanna Myers

Motion by Bryan Deacon , second by Ben Myers

Discussion- None

Beeghly Y Deacon Y Myers Y Noble Y Parks Abstain

President declares motion passed .

**#2324-75**

***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 K through Q 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. Donations**

The Administration recommends acceptance of the following donations.

1. Pat and Connie Taylor, \$100.00 for the football team in remembrance of Bob Davis.

#### **L. Overnight Student Travel**

The Administration recommends approval of the following overnight student travel.

1. Eaton FFA students, advisors and volunteers to Columbus, OH May 2-3, 2024 to participate in the Ohio State FFA Convention.

#### **M. Approval of Summer Camps**

The Administration recommends approval of the following summer camps.

1. Girls Basketball, grades 1-8, June 3-6, 2024
2. Cheer, grades K-8, June 3-6, 2024
3. Football, grades 3-8, June 3-6, 2024
4. Boys Soccer, grades 4-8, June 10-13, 2024
5. Tennis, grades 3-8, June 10-13, 2024
6. Volleyball, grades 3-8, June 10-13, 2024
7. Girls Soccer, grades 1-8, June 17-20, 2024
8. Boys Basketball, grades 3-8, June 17-20, 2024
9. Golf, grades 3-12, July 22-25, 2024

#### **N. Agreement with United Way**

The Administration recommends approval of a Grant Services Funding Agreement with United Way of the Greater Dayton Area, (Attachment A).

#### **O. Annual Membership with the Ohio High School Athletic Association**

The Administration recommends approval of the resolution authorizing the 2024-2025 membership in the Ohio High School Athletic Association.

WHEREAS, the Eaton Community City School District, IRN number 043935 of 306 Eaton Lewisburg Rd., Eaton, 45320, Preble County, Ohio has satisfied all the requirements for membership in the Ohio High School Athletic Association, a voluntary unincorporated association not-for-profit; and

WHEREAS, the Board of Education/Governing Board ("Board") and its Administration desire for the schools with one or more grades at the 7-12 grade level under their jurisdiction to be voluntary members of the OHSAA;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION/GOVERNING BOARD that Eaton Middle School and Eaton High School do hereby voluntarily renew membership in the OHSAA and that in doing so, the Constitution, Bylaws, Regulations, and Business Rules of the OHSAA are hereby adopted by this Board as and for its own minimum requirements as it pertains to, but not limited to, student-eligibility, coaching requirements, and administrative responsibility. Notwithstanding the foregoing, the Board reserves the right to raise the minimum standards as it deems appropriate for the schools and students under its jurisdiction; and

BE IT FURTHER RESOLVED that the schools under this Board's jurisdiction agree to conduct their athletic programs in accordance with the Constitution, Bylaws, Regulations, Business Rules, interpretations and decisions of the OHSAA and cooperate fully and timely with the Executive Director's Office of the OHSAA in all matters related to the interscholastic athletic programs of the schools. Furthermore, the schools under this Board's jurisdiction shall be the primary enforcers of the OHSAA Constitution, Bylaws, Regulations, Business Rules and the interpretations and rulings rendered by the Executive Director's Office. The administrative heads of these schools understand that failure to discharge the duty of primary enforcement may result in fines, removal from tournaments, suspension from membership and/or other such penalties as prescribed in Bylaw 11.

**P. Resolution**

The Administration recommends approval of the resolution authorizing a master supply agreement commencing with the December 2024 billing cycle and terminating no later than the December 2027 billing cycle.

**RESOLUTION**

WHEREAS, the School District is a member of the Southwestern Ohio Educational Purchasing Council (the "EPC"), a body authorized by state statute to aggregate purchasing needs of schools and of related nonprofit educational entities so as to take advantage of economies of scale when purchasing essential products and services;

WHEREAS, the EPC previously conducted a public bid process pursuant to which it received bids from competitive retail electric service providers that are certificated by the Public Utilities Commission of Ohio ("PUCO") to engage in competitive retail electric service;

WHEREAS, the EPC selected Interstate Gas Supply LLC, (formerly known as Interstate Gas Supply, Inc.) ("IGS Energy" or "Supplier") as its endorsed competitive retail electric service provider; and

WHEREAS, the EPC and IGS Energy have negotiated a 2024 Master Supply Agreement that this School District may elect to enter into with IGS Energy at its sole discretion.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE EATON COMMUNITY SCHOOLS, COUNTY OF PREBLE, STATE OF OHIO, as follows:

Section 1. The Board of Education of this School District does hereby authorize the Superintendent or the Superintendent's designee to execute the 2024 Master Supply Agreement between the School District and IGS Energy.

Section 2. The Board of Education hereby directs the Treasurer to review the 2024 Master Supply Agreement and determine if the School District has sufficient funds to certify this resolution and, if the Treasurer so finds, to certify this resolution.



**Q. Agreement with House Family Landscaping & Lawn Care, LLC**

The Administration recommends approval of the contract with House Family Landscaping & Lawn Care, LLC for lawncare and landscaping services per bid specifications from March 20, 2024 to November 20, 2026 at \$42,400.00 per year for three years.

Motion by Eric Beeghly, seconded by Bryan Deacon

Discussion- Mr. Myers inquired whether the mowing contract included mulching and spraying. Mrs. Tait said those were included.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2324-76**

**VI. Adjournment**

Motion by Terry Parks, seconded by

Ben Myers, to adjourn the meeting.

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2324-77**

President adjourns meeting at 6:45 p.m.

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

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

**Upcoming Meetings**

Meeting: Special Meeting  
Date/Time: Monday, April 15, 2024 – 4:30 p.m.  
Location: East Elementary School

Meeting: Regular Board Meeting  
Date/Time: Monday, April 15, 2024 – 6:00 p.m.  
Location: East Elementary School

Meeting: Regular Board Meeting  
Date/Time: Monday, May 13, 2024 – 6:00 p.m.  
Location: East Elementary School

# United Way of the Greater Dayton Area

Serving Montgomery, Greene, and Preble Counties

ATTACHMENT A



## UNITED WAY OF THE GREATER DAYTON AREA

### GRANT SERVICES FUNDING AGREEMENT

This Agreement is a two-party agreement developed in mutual consideration to address delivery of human services needs of the community, between United Way of the Greater Dayton Area, and the Contractual Partner specifically named below:

#### Eaton Community Schools

#### TERM OF AGREEMENT

This Agreement shall be effective August 1, 2023 through June 30, 2024 by and between **United Way of the Greater Dayton Area** (hereinafter referred to as "UWGDA") conducting business at **409 E. Monument Avenue, Suite 400-B, Dayton, Ohio 45402** and Eaton Public Schools (hereinafter referred to as "Provider").

#### SCOPE OF SERVICE

The Provider agrees to perform the Eaton Public Schools Youth Health Program services generally described as:

Students can be referred by parents or teachers. There is a staffing meeting prior to the parent intake to discuss the student's needs and how they could benefit from YPH. Mrs. Woodin (principal) or Mrs. Haesaker (counselor) reaches out to parents to share information and to invite them in for an informational meeting and potential intake. Then, the clinician and the teacher meet parents for an informational meeting and to complete the intake.

The model is 1/2 day therapy and 1/2 day academics. That usually breaks down into 3 hours of therapy, which includes group and individual sessions, and 2 hours of academics plus lunch, recess, and specials. Mrs. Keller plans individual learning paths for the students and uses core curriculum as well as our online programs like IXL, which mirrors what occurs within the general education setting; she is dual licensed as an intervention specialist and general education teacher so she is able to provide core instruction as well as intervention support. We also include services for the team from our behavior coach who helps to provide insight into problematic behaviors and how best to address those within the school setting. Treatment usually lasts for 6 to 9 months; so, when students enter the program in the fall, they typically

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remain within the program throughout the academic year. If a student enters mid-year, there are summer services available.

The goal of the program is to help students to have more tools and a better understanding of those tools to help to regulate within the general education setting. The program includes parent meetings and family supports; the best outcomes have occurred when the families have also made positive changes to support the student in using the newly acquired skills.

### **AVAILABILITY OF FUNDS**

This contract shall not exceed **\$25,000** over the contract period with funding available in accordance with the scope of services as described above and in Exhibit I unless otherwise amended. The funding of this agreement is contingent upon the continued availability of funds, should funds no longer be available to support this contract it may be amended or terminated at the sole discretion of UWGDA.

### **NON DUPLICATION OF FUNDING**

The Provider warrants costs to provide the services of this contract and any payments received to provide the services of this contract are exclusive and identifiable to this contract without duplication of any kind.

### **PAYMENT FOR GRANT BASED SERVICES**

UWGDA will make prospective payments to support anticipated contract cash flow needs for the services to be provided. In the event a question arises, the Provider will supply adequate information and, or documentation to demonstrate the use or spending of UWGDA funds to support contracted services within ten (10) business days of any requests made.

### **RESPONSIBILITIES**

#### **UWGDA will provide:**

- Information to all providers to ensure sufficient and effective service delivery.
- Technical assistance to the Provider.
- Service and administrative contract monitoring

#### **PROVIDER will provide:**

- Determine eligibility for customers at 250% or below of poverty to include the ALICE (Asset Limited Income Constrained Employed) population.
- Service access to eligible customers.
- Maintain documentation on participant service delivery.
- Submit quarterly reports including required data and summarizing the status of the program.
- Also submit a cumulative semiannual and year-end report summarizing the status of the program.
- Additional information as requested.

## ATTACHMENT A

### GOVERNING LAW AND ACTIONS

Any modifications of this agreement shall be governed and enforced under the laws of Ohio. Any legal action brought pursuant to this contract will be filed in the courts located in Montgomery County, Ohio and Ohio law will apply.

### INTEGRATION, AMENDMENTS AND ASSIGNMENTS

All amendments shall be in writing, executed by both parties, dated and become part of the original agreement. No portions of this agreement or any services shall be assigned to a third party by the Provider without the prior written approval of UWGDA.

### COMPLIANCE

The Provider shall perform its obligations under this agreement in conformity with all applicable federal, state and local rules, laws and regulations. Any attachments to this agreement are fully enforceable as well. Provider confirms through signature noncompliance, or breach of the agreement, may be subject to investigation and termination. These also include, but are not limited to the following federal, state and or local laws, orders, rules and guidance issued when applicable:

- Civil Rights
- Discrimination of any client or any employee
- Equal Employment Opportunity
- Religious Freedoms and Protections of any clients and employees
- Safeguarding against Religious Solicitation of any clients and employees

The following documents are required to be submitted annually:

- Audit for the most current fiscal year completed and available
- Certification of good standing for doing business in the State of Ohio
- Disclosure of business status - profit or nonprofit with verification
- W9
- Insurance verifications
- Ethics Statement
- Diversity Statement for organization and program services
- Nondiscrimination Policy
- Any additional documents requested by UWGDA

### SEVERABILITY

If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, leaving each term and provision of this contract valid and enforced to the fullest extent permitted by law.

**TERMINATION**

This contract may be terminated by either party for any reason by delivering written notice to the other party at least 30 days prior to termination. In addition, UWGDA may terminate this contract at any time with immediate action for cause. Cause shall include, but not be limited to theft, embezzlement, fraud, dishonesty, material breach of terms. Upon termination for cause, UWGDA's obligation shall be limited to funds earned through the termination date.

**RESPONSIBILITY FOR AUDIT**

Provider must be in compliance with current audit standards, including Federal Single Audit Act OMB Circular A-133 if applicable. In addition, provider agrees, if required by UWGDA on the basis of evidence of misuse or improper accounting of funds, to have conducted an independent audit of expenditures and make copies of the audit available to UWGDA.

**RESPONSIBILITY FOR AUDIT EXCEPTIONS**

The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate Federal, State or local audit directly related to the provision of this contract.

Audits will be conducted using a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the sample method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample period will be applied to the entire audit period.

The Provider agrees to repay UWGDA the full amount of any payments received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified UWGDA holds the authority to direct the terms of repayment through reduction of future payments, demand for reimbursement, recovery through a REPAYMENT OF FUNDS AGREEMENT, or any other options necessary.

**AVAILABILITY AND RETENTION OF RECORDS**

All records relating to the services provided and supporting documentation for invoices submitted to UWGDA by the Provider shall be retained and made available by the Provider for audit by UWGDA, the State of Ohio (including, but not limited to, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this contract. If an audit is initiated during this time period, the Provider shall retain such records until the audit is concluded and all issues resolved.

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### CONFLICT OF INTEREST

This contract, in no way, precludes, prevents, or restricts the Provider from obtaining and working under an additional contractual arrangement(s) with other parties in addition to UWGDA assuming it does not impede contract performance. The Provider agrees to report and disclose any potential direct conflicts of interest that may arise from this contract with any UWGDA board members or staff, and that it will comply with Ohio Ethics Law.

### CONFIDENTIALITY

The Provider agrees to comply with all Federal, State and local laws applicable to the confidentiality and protection of clients and consumers, including compliance with the Health Insurance Portability and Accounting Act of 1996 (HIPAA). The Provider understands that any access to the identities of any consumers shall only be as necessary for the purpose of performing its responsibilities under this contract and that disclosure of consumer information for any reason not directly related to the administration of this contract is prohibited.

### INDEMNIFICATION

The Provider and UWGDA agree to indemnify each other individually and collectively from faults, claims and damages caused by either and to hold each other harmless. It is agreed that Provider will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Provider agrees to waive all rights of subrogation against UWGDA, its officers, agents, and employees for losses arising from the work performed by the Provider for UWGDA.

### INSURANCE

Provider and any subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Provider, his agents, representatives, employees, or subcontractors.

The insurance requirements for this Contract in no way limits the indemnity covenants contained in this Contract. UWGDA in no way warrants that this insurance is sufficient to protect the Provider from liabilities that might arise out of the performance of the work under this contract by the Provider, his agents, representatives, employees, or subcontractors and Provider is free to purchase insurance as may be determined necessary.

Appropriate insurances include, but may not be limited to:

- General Liability
- Professional Liability (including Errors and Omissions Liability covering professional misconduct or lack of ordinary skill for those positions defined to deliver the scope of work of this contract)
- Automobile Liability (including Bodily Injury and Property Damage for any owned, hired, and non-

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- owned vehicles used in the performance of this contract)
- Worker's Compensation and Employer's Liability
- Fidelity Bond or Crime coverage for all directors, officers, agents, and employees, clients of the Provider of the Provider and UWGDA as joint loss payees, with coverage for computer crime/fraud, but not containing a condition requiring an arrest and conviction.

Policy coverages shall include:

- Any Provider subcontractors shall be subject to the same requirements identified above.
- Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- UWGDA will be informed of any specific service-related insurance occurrence – To UWGDA VP Operations at:

United Way of the Greater Dayton Area  
409 E. Monument Ave., Suite 405  
Dayton, OH 45402

- Provider shall maintain all specified insurance coverage without lapse during the term of this contract with any notices of insurance change provided directly by the insurer and the Provider directly to UWGDA at:

United Way of the Greater Dayton Area  
409 E. Monument Ave., Suite 405  
Dayton, OH 45402

### **DRUG-FREE WORKPLACE**

Provider certifies and affirms compliance with all applicable State and Federal laws regarding a drug-free workplace and will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract, while working will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

### **MEDIA RELATIONS, PUBLIC INFORMATION AND OUTREACH**

Provider will not release information about or related to this contract to the general public or media verbally, in writing, or by any electronic means without prior approval from UWGDA, unless the Provider is required to release requested information by law. UWGDA reserves the right to announce to the general public and media: award of the contract, contract terms and conditions, scope of work under the contract, results obtained under the contract, impact of contract activities, and assessment of the Provider performance under the contract.

Nothing in this section is meant to restrict the Provider from using contract information and results to market to specific customers or prospects.

Provider will positively acknowledge, affirm and promote itself as a UWGDA partner through co-branding,



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marketing opportunities and serving as a UWGDA Ambassador. Provider will allow UWGDA to make use of Provider name, image, logo on materials describing programs funded and partnerships in place.

**WARRANTY**

The Provider warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards.

**SIGNATURES TO EXECUTE AGREEMENT**

Legally authorized official, or delegated with signature authorization by UWGDA and the specific contracting agency to fully execute this agreement:

\_\_\_\_\_

Printed Provider Name and Title

Tom Kelley, President and CEO

UWGDA Name and Title

\_\_\_\_\_

Provider Signature and Date

 2-28-24

UWGDA Signature and Date