

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary**  
**July 8, 2024**  
**6:00 p.m.**

**I. Opening of the Meeting**

**A. Call to order** – President

**B. Roll Call**

E. Beeghly \_\_\_\_\_ B. Deacon \_\_\_\_\_ B. Myers \_\_\_\_\_ L. Noble \_\_\_\_\_ T. Parks \_\_\_\_\_

**C. Pledge of Allegiance**

**D. Recognition of Visitors**

**E. Public Hearing Regarding the use of IDEA Part B and Title I Federal Funds**

Pursuant to Code of Federal Regulations 300.165 the local education agency (LEA) shall hold a public hearing on the use of federal funds Title I and IDEA Part B, addressing topics that include, but are not limited to, the current expenditures, programs of student support, professional development and the personnel provided.

At this time the Board will entertain any comments from the public.

**F. Recognition of Visitors**

The following visitors will give a technology update.

1. Jeff Lefkovitz, DataServ
2. Marc Hopkins, SWOCA
3. Stephen Woods, SWOCA

**G. Executive Session**

To consider the employment of a public employee or official.

The following individuals are invited to attend: \_\_\_\_\_

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to convene executive session.

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_

President convenes executive session at \_\_\_\_\_ p.m.

President resumes open session at \_\_\_\_\_ p.m.

## II. Treasurer's Business – Rachel Tait

### ***ADOPTION OF CONSENT AGENDA ITEM – FINANCIAL***

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

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

1. Approve minutes of the June 10, 2024 Regular Board Meeting.
2. Approve minutes of the June 27, 2024 Special Board Meeting.
3. Submission of Warrants for June.
4. Submission of Financial Report for June.
5. Submission of Investment Report June.
6. Approve Then and Now Purchase Order to Council on Aging for \$16,431.20 with funds available then, May1, 2024, and now for student transportation services.

Motion by \_\_\_\_\_, second by \_\_\_\_\_

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_.

#### **B. Resolution Proposing Income Tax Renewal**

RESOLUTION PROPOSING THE LEVY OF A RENEWAL ANNUAL TAX FOR SCHOOL DISTRICT PURPOSES ON THE SCHOOL DISTRICT INCOME OF INDIVIDUALS AND OF ESTATES AND DETERMINING TO PROCEED WITH SUBMISSION OF SAID LEVY

WHEREAS, this Board of Education intends to renew an existing income tax approved by a majority of the electors at an election held on November 5, 2019; and

WHEREAS, this Board of Education at its meeting on the 10th day of June, 2024 by resolution duly adopted, determined the necessity of raising \$2,775,385 per year for School District purposes, and further provided that application be made to the Tax Commissioner of the Ohio Department of Taxation to estimate the property tax rate that would have to be imposed by the School District in the current year to produce said annual amount and to estimate the income tax rate that would have had to have been in effect for the current year as a School District income tax to produce said annual amount; and

WHEREAS, the Tax Commissioner of the Ohio Department of Taxation has certified to this Board of Education that the estimated property tax rate that would have to be imposed by the

School District in the current year to produce said annual amount is 7.92 mills and that the estimated income tax rate that would have had to have been in effect for the current year as a School District income tax to produce said annual amount is .75%.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Eaton Community City School District:

SECTION 1. That pursuant to Section 5748.02 of the Ohio Revised Code as amended (the "Act") a levy of an annual tax for the purpose of current expenses on the School District income of individuals and estates **(as defined in Sections 5748.01(E)(1)(a) and (2) of the Ohio Revised Code)** is hereby proposed and it is hereby determined to proceed with the submission to the electors of the School District the question of levying for five years an income tax of three-quarters percent (0.75%) per annum on the School District income of individuals and of estates for the purpose of current expenses at the election to be held on November 5, 2024. Said renewal tax, if approved by the electors, shall be effective January 1, 2026.

SECTION 2. That the Treasurer of this Board of Education be and is hereby directed to immediately certify the following to the Board of Elections: (a) this resolution and (b) the estimated property tax rate that would have to be imposed in the current year to produce said annual amount and the estimated income tax rate that would have had to have been in effect for the current year as a School District income tax to produce said annual amount, as calculated and certified by the Tax Commissioner of the Ohio Department of Taxation, and to notify said Board of Elections to cause notice of such election to be given as required by law.

SECTION 3. That the form of ballot, upon which the question of levying said tax shall be submitted to the electors, shall be substantially as follows:

PROPOSED TAX LEVY (RENEWAL)

EATON COMMUNITY CITY SCHOOL DISTRICT

A majority affirmative vote is necessary for passage.

Shall an annual income tax of three-quarters per centum (0.75%) on the School District income of individuals and of estates be imposed by the Eaton Community City School District, to renew an existing income tax expiring at the end of 2025, for five years, beginning January 1, 2026, for the purpose of current expenses?

	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

SECTION 4. That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Education; and that all deliberations of this Board of Education and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Motion by \_\_\_\_\_, second by \_\_\_\_\_

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_

### III. Reports

A. Miami Valley Career Technology Center Report – Terry Parks

B. Parks and Recreation Board Report – Ben Myers

C. Superintendent Report – Jeff Parker

1. Nutrition Standards

D. Other Reports

### IV. Old Business

### V. New Business

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

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

#### **A. Resignations**

The Administration recommends approval of the following resignations.

1. Amie Burr, Teacher, resignation effective July 31, 2024.
2. William Derringer, Assistant Treasurer, resignation effective August 2, 2024.
3. Jon Tipton, Teacher, resignation effective August 1, 2024.

**B. Employment – Long Term Substitute Teachers**

The Administration recommends the employment of the following personnel as long-term substitute teachers on a one-year limited contract for the 2024-2025 school year (July 1, 2024 – June 30, 2025). 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.

1. Jane Feck
2. Jared Millhouse

**C. Employment – Certificated Staff**

The Administration recommends the employment of the following personnel on a one-year limited contract for the 2024-2025 school year (July 1, 2024 – June 30, 2025.) 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. Corinne Baber, Teacher

**D. Employment – Certificated Staff Supplemental Contracts**

The Administration recommends the following supplemental contracts for the 2024-2025 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Jennifer Jones, MTSS Building Coordinator, Middle School
2. Stacy Webb, Honor Society Advisor, Middle School
3. Stacy Webb, Student Council Advisor, Middle School

**E. Employment – Classified Staff**

The Administration recommends the employment of the following personnel for the 2024-2025 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. Amanda Lykins, Special Education Aide

**F. Employment – Certificated Staff Extended Service Supplemental Contracts for the 2024-2025 School Year**

The Administration recommends approval of the following extended service supplemental contracts for the 2024-2025 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Tori Combs, High School Guidance Counselor – 20 days.
2. Brittany Kerns, Elementary School Guidance Counselor – 10 days.

**G. Approve Agreement with the Eaton Schools Support Personnel Association, Retroactive to July 1, 2024 through June 30, 2025**

**H. Employment of Non-Certificated Extracurricular Position**

The following position has been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of this nominee on one-year limited contract for the 2024-2025 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Jeffrey Lensch, Reserve Boys Soccer Coach
2. John Randall, High School Assistant Football Coach, (1/2 stipend)
3. Steven Scarce, Varsity Golf

**I. Employment – Administrative Contract**

The Administration recommends the employment of the following administrative contract, Salary and duties per Board Policy, Administrative Rules and Regulations, and all applicable state and local requirements.

1. Melissa Dixon, Assistant Special Education Director and School Psychologist Assistant on a two-year limited contract, July 9, 2024 to June 30, 2026.

**J. Amend Administrator Handbook**

The Administration recommends approval to amend the Salary and Fringe Benefits Handbook pertaining to Assistant Superintendent, Principals, Assistant Principal, Dean of Students, Directors, Assistant Directors, Psychologist, Psychology Assistant retroactive to July 1, 2024. Handbooks are available at the Superintendent's Office.

**K. Amend Exempt Classified Handbook**

The Administration recommends approval to amend the Salary and Fringe Benefits Handbook pertaining to the Administrative Assistant to the Superintendent, Administrative RN, Account Clerk Budget, Assistant to the Treasurer, Cafeteria Manager, EMIS Coordinator, Central Office Secretary Assigned to the Superintendent, Secretary to the Treasurer's Office, Secretary to the Director of Operations, retroactive to July 1, 2024. Handbooks are available at the Superintendent's Office.

**L. Salary Schedule for Exempt Employees**

The Administration recommends approval of the Salary Schedule for Administrators and Exempt Non-Bargaining Classified Staff as presented by the Treasurer, effective at the beginning of each employee's contract year for the 2024-2025 school year.

**M. Authorization to Operate School Van**

The Administration recommends authorization for the following employees to operate a school van to transport students during the 2024-2025 school year, pending completion of all state and local requirements.

1. Tim Appledorn
2. Carley Asher
3. Jennifer Cross
4. John Hitchcock
5. Leslie Roberts
6. John Rush
7. Steven Scarce

**N. Employment of Consultant**

The Administration recommends approval of Eline Widman as a consultant in the Treasurer's Office for five (5) days from July 9, 2024 through July 31, 2024.

**O. Employment of Non-Certificated Exempt Employee**

The Administration recommends the employment of the following personnel for the 2024-2025 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 and Administrative Rules and Regulations.

1. Eline Widman, Assistant to the Treasurer, two (2) year limited contract, effective August 1, 2024 – June 30, 2026.

Motion by \_\_\_\_\_, second by \_\_\_\_\_

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_.

**P. Adoption of Pickup**

Be it resolved, effective July 9, 2024, the Eaton Community Schools agrees to pick up the total amount of employee contributions required by Section 3307.26, Revised Code, to be contributed by the Assistant Special Education Director/School Psychologist Assistant to STRS Ohio. Eaton Community Schools is permitted to pick up employee contributions pursuant to

Section 3307.27, Revised Code, and Section 414(h)(2) of the Internal Revenue Code. These picked-up contributions, although designated as employee contributions, are being paid by Eaton Community Schools in lieu of employee contributions and shall be treated as mandatory salary reduction from the contract salary otherwise payable to the employee.

Employees in the Assistant Special Education Director/School Psychologist Assistant position may not opt out of the picked-up contributions or elect to receive the contributed amounts directly instead of having them picked up by Eaton Community Schools and paid to STRS Ohio.

Motion by \_\_\_\_\_, second by \_\_\_\_\_

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_.

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

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

#### **Q. Donations**

The Administration recommends approval of and wishes to recognize the following donations.

1. Skyline Chili, \$200.00 to the Eaton Middle School PBIS Fund.
2. Bullen Ultrasonics, \$250.00 to the Eaton Middle School PBIS Fund.

#### **R. Student Assessment and Academic Intervention Services Resolution**

The Administration recommends approval of the following resolution.

Whereas, the Eaton Community School Board of Education previously approved the Student Assessment and Academic Intervention Services.

Whereas, the Eaton Community School Board of Education reviewed Student Assessment and Academic Intervention Services Policy 2623;

Be It Resolved That, the Eaton Community School Board of Education authorizes the Eaton Community Schools to continue to implement the Student Assessment and Academic Intervention Services for the 2024-2025 school year.

#### **S. Inter-District Open Enrollment Resolution**

The Administration recommends approval of the following resolution.



Whereas, the Eaton Community School Board of Education previously approved Inter-District Open Enrollment.

Whereas, the Eaton Community School Board of Education reviewed Inter-District Open Enrollment Policy 5113;

Be It Resolved That, the Eaton Community School Board of Education authorizes the Eaton Community Schools to continue to implement Inter-District Open Enrollment for the 2024-2025 school year.

**T. School Breakfast and Lunch Programs**

The Administration recommends approval to participate in the government school breakfast and school lunch programs for the 2024-2025 school year.

**U. Agreements with Preble County Educational Service Center**

The Administration recommends approval of (2) two contracts for the 2024-2025 school year with the Preble County Educational Service Center.

1. Contract for professional services, (Attachment A)
2. Contract for professional services, (Attachment B)

**V. Agreement with the Eaton Police Association**

The Administration recommends approval of the agreement with the Eaton Police Association for the 2024-2025 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 C).

**W. 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 for the 2024-2025 school year, (Attachment D).

**X. Agreement with Butler County Educational Service Center – Rescind Resolution**

The Administration recommends approval to amend Resolution 2324-100, Item V.W.2., Behavioral Intervention Supports and Consultation for the 2024-2025 school year to revised contract, (Attachment E).

**Y. Agreement with Southwest Ohio Computer Association**

The Administration recommends approval of contract with Southwest Ohio Computer Association (SWOCA), (Attachment F).

**Z. Agreement with Eaton Wee Eagle Football, Inc.**

The Administration recommends approval of a lease agreement with Eaton Wee Eagle Football, Inc., (Attachment G).

**AA. Memorandum of Understanding**

The Administration recommends approval of the Memorandum of Understanding between the Board of Education of Eaton Community Schools and the Eaton School Support Personnel for an incentive for current licensed bus driver employees employed in a different classification, (Attachment H).

**BB. Memorandum of Understanding**

The Administration recommends approval of the Memorandum of Understanding between the Board of Education of Eaton Community Schools and the Eaton School Support Personnel for bus drivers to receive benefits, (Attachment I).

**CC. Out of State Travel to Wayne County and Union County, IN**

The Administration recommends approval to allow the Superintendent to approve all out-of-state trips to Wayne County and Union County in Indiana for the 2024-2025 school year.

**DD. Disposal of Obsolete Textbooks**

The Administration recommends approval to declare the following textbooks as surplus and dispose of the accordingly.

1. (81) The Language of Literature: American Lit, McDougal Littell, 2002, Eaton High School
2. (26) Basic English, American Guidance Service, 2002, Eaton High School
3. (26) Exploring Literature, American Guidance Services, 2002, Eaton High School
4. (81) Speech Exploring Communication, Prentice Hall, 1988, Eaton High School
5. (24) The Norton Anthology, W.W. Norton Company, 2006, Eaton High School

**EE. Obsolete Items**

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

1. (60) Level A Guided Reading Books, East Elementary
2. (106) Level B Guided Reading Books, East Elementary
3. (191) Level C Guided Reading Books, East Elementary
4. (166) Level D Guided Reading Books, East Elementary
5. (159) Level G Guided Reading Books, East Elementary
6. (173) Level I Guided Reading Books, East Elementary
7. (553) Level J Guided Reading Books, East Elementary
8. (122) Level K Guided Reading Books, East Elementary
9. (84) Level L Guided Reading Books, East Elementary
10. (78) Level M Guided Reading Books, East Elementary
11. (32) Level N Guided Reading Books, East Elementary

12. (12) Level O Guided Reading Books, East Elementary
13. (14) Level P Guided Reading Books, East Elementary
14. (242) Individual Level E Guided Reading Books, East Elementary
15. (222) Individual Level F Guided Reading Books, East Elementary
16. (121) Individual Level G Guided Reading Books, East Elementary
17. (186) Individual Level H Guided Reading Books, East Elementary
18. (220) Individual Level I Guided Reading Books, East Elementary
19. (54) Individual Level K Guided Reading Books, East Elementary
20. (72) Individual Level M Guided Reading Books, East Elementary
21. (40) Individual Level E Guided Reading Books, East Elementary
22. (176) Miscellaneous children's books, East Elementary
23. (1693) English Dept. classroom novels, Eaton High School
24. (24) English Resource Books, Eaton High School

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_.

## **FF. Executive Session**

To discuss/consider \_\_\_\_\_

The following individuals are invited to attend: \_\_\_\_\_

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to convene executive session.

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_

President convenes executive session at \_\_\_\_\_ p.m.

President resumes open session at \_\_\_\_\_ p.m.

## **VI. Adjournment**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_

\_\_\_\_\_, to adjourn the meeting.

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_

President adjourns meeting at \_\_\_\_\_ p.m.

**Upcoming Meetings**

Meeting: Regular Board Meeting  
Date/Time: Monday, August 12, 2024 – 6:00 p.m.  
Location: East Elementary School

Meeting: Regular Board Meeting  
Date/Time: Monday, September 9, 2024 – 6:00 p.m.  
Location: East Elementary School

ATTACHMENT A

**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, 2024 and ending June 30, 2025. 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 Four Thousand Two Hundred Fourteen and 01/100 Dollars (\$104,214.01) 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 A

ATTACHMENT

	<b>SUBSTITUTE <u>PARA-</u> <u>TEACHER</u></b>
Base Salary per Day	\$115.00
Total Cost Per Day	\$140.35
Number of Work Days*	<u>692.00</u>
Net Total Cost	\$97,122.20
Incentives**	<u>\$7,091.81</u>
Total Cost	<u>\$104,214.01</u>

\* 4 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

ATTACHMENT B

**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, 2024 and ending June 30, 2025 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 B

ATTACHMENT

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



## ATTACHMENT C

**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 8<sup>th</sup> day of July 2024, 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 2024-2025 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

## ATTACHMENT C

student dismissal every school day during the 2024-2025 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

## ATTACHMENT C

- 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.

## ATTACHMENT C


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

Dated June 17, 2024

For Eaton Community School District  
Board of Education:

\_\_\_\_\_  
By:  
Its:

For the Eaton Police Association:

  
\_\_\_\_\_  
By:  
Its:



## Interpreters of the Deaf, LLC

*Dayton's Only Deaf-Owned Company*

### Terms of Service

*Thank you for choosing Interpreters of the Deaf, LLC (ID) to facilitate your communication needs. Please complete the billing information on the second page of this document and return it via email prior to the start of service.*

All requests, either verbal or written, are billable upon request unless canceled with more than 24 hours' notice.

- All assignments are billed for a **minimum of two (2) hours** at the applicable hourly rate (see fee schedule):
  - A fee schedule is included; a travel charge may apply depending on the location of assignment.
  - Assignments that exceed the contracted time are billed in fifteen (15) minute increments.
  - 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 billable upon request, unless canceled with more than 24 hours' notice.
- Advance notice increases our ability to meet your interpreting/captioning needs. We will make every effort to fulfill your request; however, there may be times when all of our interpreters/captionists are engaged and we will be unable to provide service during the requested time. All scheduled assignments will be confirmed.
- **Cancellations** must be received **by phone (937-242-6047)** or email ([request@deafterp.com](mailto:request@deafterp.com)) with **more than 24-hour** notice prior to the requested assignment time or the **assignment will be billed in full**.
- **Assignments are billed for the entire requested time.** Should a consumer not show up or an assignment end early, the assignment will be billed for the entire time requested.
- Assignments that are two (2) hours or more and/or complex in nature generally require two (2) interpreters or captionists. All platform/public broadcast interpreting also requires a team of two (2) interpreters.

*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 whether the service is covered by the patient's insurance or not.
- Interpreters of the Deaf, LLC is HIPAA and FERPA compliant, and all service providers are bound by the Registry of Interpreters for the Deaf *Code of Professional Conduct*.
- 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, 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*

### Billing Information

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

Company Name:

Mailing Address:

City:

State:

Zip:

Federal Employer Identification Number (Required):

#### Name of Person Completing this Form:

Title:

Date:

Phone:

E-mail:

#### Invoice Delivery Method:

- ☐ Email (Accounts Payable):
- ☐ Additional Email (optional):
- ☐ Additional Email (optional):

Person to Contact About Billing: ☐ Same as above

Title:

Phone:

Fax:

Email:



# Interpreters of the Deaf, LLC

*Dayton's Only Deaf Owned Sign Language Interpreting Agency*

**937-242-6047**

## Sign Language Interpreting

### K-12 Standard Rates: 2-Hour Minimum

<b>Business Hours</b> <b>Monday through Friday</b> <i>6:00 am – 6:00 pm</i>	<b>\$56.50 Per Hour</b>
<b>Non-Business Hours</b> <b>Evenings, Weekends, Holidays</b> <i>New Year's Day, MLK Day, Memorial Day,  Juneteenth, Independence Day, Labor Day,  Thanksgiving Day, Christmas Day</i>	<b>\$84.75 Per Hour</b>
<b>Less than 48-Hour Notice</b>	<b>\$84.75 Per Hour</b>

- 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.
- Rates do not apply to legal settings or subject matter.
- Remote options are available.

### Travel Fees

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

Zone	Roundtrip Distance	Fiat 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



## ATTACHMENT E

**CONTRACTS** Butler County Educational Service Center400 North Erie Blvd., Suite A • Hamilton, OH 45011  
(513) 887-3710 • www.bcesc.org

Resolution Number: \_\_\_\_\_

Appendix: \_\_\_\_\_

☒ **Contracted Service Agreement**  
☐ **Consultant Agreement**
☐ **Memorandum of Understanding**  
☐ **Lease Agreement**

Check one title above. To navigate between fields, use your keyboard's arrow keys, not the tab key. Do not delete invisible tabs after each entry.

Company/District/Consultant: **Eaton Community Schools**Date: **06/27/2024**Cost: **\$75 per hour/\$600 per day (8 hrs)**Purpose: **Provide 50 days of behavior intervention supports and consultation.**
**Butler County ESC** (company/vendor) agrees to provide: **Behavior Intervention Supports and consultation** (add services being provided)

for: **Eaton Community Schools** (district/customer). The Supervisor **Linda Hart** (add name) will coordinate with

**Tony Cochren** (customer supervisor/authorized signature for billing) at **Eaton Community Schools** (district/customer) for assignment of services.

The term of this agreement is for services to be delivered starting on **08/01/2024** (contract effective date starts) – **12/23/2024** (contract effective date ends).

Compensation will be paid to **Butler County ESC** (company/vendor) in the amount of **\$600 per day** (compensation range) not to exceed **50 days** (max. amount/no. days)

without prior approval. **Eaton Community School** (district/customer) will provide direct supervision of the staff member providing services.

**Eaton Community School** (district/customer) will: (list below district responsibilities for providing materials and any requirements of district per the contract).
**Provide adequate space and relevant information pertinent to the student's educational and behavioral needs.**
The **Butler County ESC** will invoice the district after services are delivered prior to payment. Payment of services delivered is to be submitted to the Treasurer's Office, located at the **Butler County Educational Service Center**, 400 North Erie Blvd., Hamilton, Ohio 45011.

If additional hours of service are necessary for **Behavior Intervention Supports and Consultation** (services being provided),

the district will be billed in the amount of **\$600.00** (dollar amount) per **day** (unit: hour or day) for

**Behavioral Supports and Consultation** (services being provided) with prior approval from the district representative and the **BCESC** coordinator.

This agreement is executed by **Eaton Community School** (district/customer) and the duly authorized representatives of the

**Butler County Educational Service Center** on \_\_\_\_\_ (date).

District/Customer

Governing Board President, BCESC

Treasurer, BCESC

Date

Date

Date



## ATTACHMENT F

**EXHIBIT II**  
**SCHEDULE OF TECHNOLOGY SERVICES FOR**  
**FISCAL YEAR 2024-2025**

This Exhibit is hereby made a part of the Contract for Services by and between **Eaton CSD** and **SWOCA**. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Contract, unless otherwise stated below. Some items on this schedule are based on usage or storage and may vary during the fiscal year (i.e. hosting services).

TECHNOLOGY SERVICES PROVIDED	RATE	NUMBER SERVED	ANNUAL CHARGE	BILLING CYCLE
<b>INTERNET/CONNECTIVITY SERVICES</b>				
<i>Eratable Services - Pre Discount</i>				
Basic Internet Access/Connectivity/Fiber IRU	per contract		\$ 48,431.50	semi-annual
<b>MANAGED WIRELESS SERVICES</b>				
<i>Eratable Services - Pre Discount</i>				
	per contract		\$ 26,867.49	semi-annual
<b>VOICE OVER IP SERVICES</b>				
	per contract		\$ 44,121.00	semi-annual
<b>TECHNICAL SERVICES</b>				
Email Archiving	\$10.00	269	\$ 2,690.00	annually
Virtual Server Hosting	per contract		\$ 12,236.00	semi-annual
Managed Backup Services	per contract		\$ 6,600.00	semi-annual
<b>EQUIPMENT MAINTENANCE</b>				
			\$ 20,963.64	semi-annual
<b>TOTAL TECHNOLOGY SERVICES FEES:</b>				<b>\$161,909.63</b>

Questions about this Exhibit? Email [finance@swoca.net](mailto:finance@swoca.net)



## ATTACHMENT G

### LEASE

**THE BOARD OF EDUCATION OF EATON CITY SCHOOLS**, a school district and political subdivision of the State of Ohio ("Landlord"), and **EATON WEE EAGLE FOOTBALL, INC.**, an Ohio non-profit corporation ("Tenant") agree as follows as of July \_\_\_\_\_, 2024:

1. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord approximately five hundred square feet of space, on the real property, as outlined in purple on the attached **Exhibit A** (the "Premises"), located at 506 N. Aukerman St., Eaton, Ohio 45320 (Preble County Parcel ID #: PIN M40000603902002000) (the "Property").
2. **Term.**
  - 2.1 The initial term of this Lease (the "Initial Term") shall commence on [July 1, 2024] (the "Commencement Date"), and end on [June 30, 2025] all upon and subject to the covenants, terms, and conditions provided herein. The Term of the Lease is the Initial Term and the Renewal Term (defined below).
  - 2.2 Unless Landlord gives written notice of non-renewal to Tenant at least thirty (30) days prior to the expiration of the then current Term, this Lease shall automatically renew for periods of one (1) year each (each a "Renewal Term"). Each Renewal Term will commence at 12:01 a.m. on what would otherwise have been the expiration of the then current Term. Notwithstanding the foregoing, the Term of this Lease shall end on the [twentieth (20<sup>th</sup>)] anniversary of the Commencement Date.
3. **Rent.** Tenant shall pay to Landlord annual rent in the amount of [\$1.00] ("Annual Rent"). Tenant shall pay Annual Rent to Landlord at the following address \_\_\_\_\_ via cash or other immediately available funds.
4. **Security Deposit.** Tenant has deposited with Landlord the amount of \$ \_\_\_\_\_ (the "Security Deposit"). The Security Deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all the terms and covenants of this Lease to be kept and performed by Tenant. Landlord shall not be required to keep the Security Deposit separate from its general funds. Should Tenant comply with all of the terms and covenants of this Lease and promptly pay all Rent when due, the Security Deposit shall be returned in full to Tenant within thirty (30) days after the expiration of this Lease [or Upon completion of the Improvement, the receipt of a certificate of occupancy, and Landlord's confirmation that no construction lien, mechanic's lien, or other similar lien has attached to the Property, the Security Deposit shall be returned in full to Tenant within thirty (30) days of the Completion Date (defined below).]
5. **Improvement.** After the Commencement Date, Tenant shall be permitted to construct a structure for the Approved Use (defined below) subject to the Landlord's approval rights described in Section 6.1 (the "Improvement"). Prior to beginning the construction of the

## ATTACHMENT G

Improvement, the Tenant must have received Landlord's approval under Section 6.1 and produce proof of insurance that meets or exceeds the requirements under Section 12.1. Upon completion of the Improvement, the Tenant shall certify in writing the date on which the Improvement was completed (the "Completion Date").

### **6. Improvement and Signage Review/Approval.**

**6.1 Improvement Review and Approval.** Prior to the beginning of any construction or preparation for the construction of the Improvement, the Tenant shall submit schematic designs for the Improvement along with a list of contractor(s) who are to perform the work (the "Improvement Plans"). Upon receipt of the Improvement Plans, the Landlord shall review, which review shall take no longer than thirty (30) days. Upon review, Landlord may either (i) approve the Improvement Plans and authorize the beginning of construction or (ii) provide comment to the Improvement Plans, which Tenant shall incorporate into the Improvement Plans. Following receipt of the City's comments, if any, to the submitted Improvement Plans, the Tenant shall have thirty (30) days to submit updated Improvement Plans that are responsive to the Landlords comments. Each successive round of comments and updates shall be completed in accordance with the foregoing timelines until Landlord approves the Improvement Plans. Landlord's approval of the Improvement Plans shall not be unreasonable withheld.

**6.2 Signage Review and Approval.** Upon completion of the Improvement, the Tenant shall be permitted to install and maintain signage on the exterior of the Improvement and in such other location(s) on the Premises as shall be permitted by law. Prior to installing any signage on the Premises or the Improvement, the Tenant shall submit schematic designs and mockups for any proposed signs to be placed on the Improvement or the Premises along with a list of contractor(s) who are to perform the work (the "Signage Plans"). Upon receipt of the Signage Plans, the Landlord shall review, which review shall take no longer than thirty (30) days. Upon review, Landlord may either (i) approve the Signage Plans and authorize the beginning of the installation and construction of such signage or (ii) provide comment to the Signage Plans, which Tenant shall incorporate into the Signage Plans. Following receipt of the City's comments, if any, to the submitted Signage Plans, the Tenant shall have thirty (30) days to submit updated Signage Plans that are responsive to the Landlords comments. Each successive round of comments and updates shall be completed in accordance with the foregoing timelines until Landlord approves the Signage Plans. Landlord's approval shall not be unreasonably withheld. In addition, Tenant shall obtain all required permits for such signs and install and maintain them at its sole cost and expense.

**7. Real Estate Taxes.** The Property is exempt from real estate taxes and assessments, and therefore, the Property will not be subject to real estate taxes and assessments.

### **8. Repairs and Maintenance.**

**8.1** Tenant agrees to (a) maintain in good condition, and repair as necessary the

## ATTACHMENT G

foundations, structural elements, exterior walls and the roof of the Improvement, and make all necessary replacements to the foregoing items, and (b) make all necessary replacements and major repairs to the plumbing, electrical, mechanical, heating, ventilating and air conditioning, sprinkler and other equipment and systems serving the Improvements and Premises, and the windows, doors and glass within the Improvement (collectively, the "Systems and Openings"). Tenant shall maintain the interior of the Improvement and the Systems and Openings in good condition and repair and shall provide for the regular maintenance of the heating, ventilating and air conditioning equipment that exclusively services the Premises (including seasonal start-ups and check-ups and periodic changing of filters). Tenant agrees to pay for any repairs to the Premises or the Building made necessary by an act or omission of Tenant or any of its agents or employees or persons permitted in the Building by Tenant. Tenant will maintain the Premises in a safe, clean, neat, and sanitary condition.

8.2 Tenant will keep all sidewalks, walkways, stairways, driveways, and the parking lot on the Premises, as applicable, reasonably clean.

9. **Permitted Use.** Tenant will use the Premises for the purpose of the construction of the Improvement which shall be used as a concession stand and other potential incidental uses to the Tenant's youth football operation (the "Approved Use") and for no other purposes without Landlord's consent, not to be unreasonably withheld. Tenant will not commit waste on the premises or use the Premises for any unlawful purpose. Tenant will comply with all laws affecting the Premises or the use of the Premises. Tenant shall keep the Premises clean and free of rubbish and trash at all times and shall store all trash and garbage in leak-proof containers and arrange for the regular pickup of such trash and garbage at Tenant's expense. Tenant shall keep the Premises in a neat and presentable condition at all times.

10. **Hazardous Materials.** Tenant may not store, use, dispose of or otherwise handle any toxic or hazardous substances, petroleum products or other substances or materials governed by or regulated under any "Environmental Law" (collectively "Hazardous Materials") at or on the Premises, unless and only to the extent such storage, use, disposal or handling (a) is necessary in connection with Tenant's permitted use, (b) is in compliance with Environmental Laws, and (c) Tenant obtains and maintains all necessary permits or licenses allowing such storage, use, disposal and handling. Tenant will not cause or allow any spill, disposal or other release of any Hazardous Materials at, on or under the Premises. "Environmental Law" means any local, state or federal law, regulation, ordinance, order or policy pertaining to regulation of the environment or health and safety, or contamination or cleanup of the environment.

11. **Insurance; Indemnity**

11.1 **Insurance During Construction.** Until such time as all construction work associated with the Improvement has been completed and the Tenant has certified the Completion Date to the Landlord in writing, the Tenant shall maintain, or cause to be maintained, the following insurance (i) Commercial General Liability

## ATTACHMENT G

Insurance Coverage, (ii) builder's risk insurance in the amount of one hundred percent (100%) of the value of the Improvement, (iii) worker's compensation insurance in such amount as required by law, and (iv) such other insurance as may be reasonably required by Landlord, all in amounts and in accordance with the terms to be determined in the sole discretion of Landlord.

- 11.2 Insurance Coverage After Completion.** After the Tenant has certified the Completion Date to the Landlord in writing, the Tenant shall continuously maintain, or cause to be maintained, Commercial General Liability Insurance Coverage, Required Insurance Coverage, and such other insurance as may be reasonably required by Landlord, all in amounts and in accordance with the terms to be determined in the sole discretion of Landlord with respect to the Premises and Improvement, as applicable, and the activities to be conducted therein or thereon.
- 11.3 Indemnification.** Tenant shall indemnify, defend, protect and hold Landlord and its members and managers harmless from and against any and all liabilities, claims, demands, damages, costs (including attorneys' fees), expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any nature whatsoever arising or growing out of or in any way connected with the use, occupancy, management or control of the Premises or any part thereof by Tenant, its officers, employees, invitees, agents, contractors or any other party using, occupying or entering the Premises by or through Tenant, or resulting from any breach, violation or non-performance of any covenant, condition or agreement herein contained on the part of Tenant to be kept or performed, or resulting from any negligent or intentional act or omission of Tenant, its officers, employees or agents.
- 12. Casualty Loss.** In the event of a fire or other casualty, Landlord or Tenant may elect, by written notice to the other, to terminate this Lease within thirty (30) days after the occurrence of the casualty. If either party fails to exercise such right to terminate this Lease, this Lease shall remain in full force and effect, and Tenant shall proceed with due diligence to repair, rebuild and restore the Premises and Improvement, and all rent will abate from the date of such fire or other casualty until the earlier to occur of (i) the completion of the repair or restoration or (ii) such time as Tenant is able to fully utilize the Premises and Improvement.
- 13. Condemnation.** In the event of a taking of the whole or part of the Premises as the result of the exercise of any power of eminent domain or condemnation or any voluntary transfer by agreement entered into in order to avoid the requirements of court procedure under threat of such a taking, this Lease shall terminate automatically as of the date when Tenant is required to surrender possession of the Premises.
- 14. Default.** Tenant shall be in default of this Lease if any installment of rent or other charges under this Lease is not paid by the date such payment is due and the applicable amount remains unpaid for **five days after the due date**; or if Tenant shall fail to keep and perform any of the other terms, covenants or conditions of this Lease to be kept and performed by it,

## ATTACHMENT G

and such failure continues for 30 days after written notice from Landlord, or if Tenant's interest in the Premises shall be sold under execution, attachment or other legal process; or if proceedings in bankruptcy shall be instituted by or against Tenant, or Tenant shall make an assignment for the benefit of creditors, or if Tenant shall be subjected to a receivership. If Tenant is in default of this Lease, Landlord may, at its option, terminate this Lease and/or otherwise pursue all available remedies permitted by law. Landlord's commencement of an eviction action will not be deemed to be an election by Landlord to terminate this Lease, and this Lease will continue in effect until it is terminated in writing by Landlord. No surrender will be implied from the acts of Landlord or Tenant; any agreement of surrender will only be effective if embodied in a written agreement signed by both Landlord and Tenant.

15. **Alterations.** After the commencement of the Term, Tenant may not make any alterations, additions or improvements to the Premises without Landlord's prior consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, no alterations, additions or improvements which are structural in nature, would affect the exterior appearance of the Improvement or which would affect the Systems and Openings may be made without Landlord's prior written consent in its sole discretion after review of Tenant's plans for the same. All such alterations, additions and improvements will be at Tenant's sole expense, will be performed in a good and workmanlike manner in compliance with law, and Tenant will obtain all necessary licenses and permits for the same.
16. **Assignment and Subletting.** Tenant may not assign this Lease or sublet the Premises without Landlord's prior written consent, and such consent may be given or withheld in Landlord's sole discretion. Any attempted assignment or subletting made without Landlord's prior written consent (if such consent is required by this Section) will be void. No assignment or subletting will relieve Tenant from liability under this Lease.
17. **Inspection and Entry by Landlord.** Upon prior notice to Tenant (except in emergency circumstances where such notice is impractical), Landlord, or its agents or contractors, shall have the right to enter upon the Premises at any reasonable time (upon at least 24 hours oral notice, except in emergency circumstances where advance notice is impractical or not possible) for the purpose of inspection or to make such repairs or maintenance as Landlord may consider necessary or desirable (but Landlord assumes no responsibility to make any such repairs or maintenance).
18. **Surrender.** Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Premises to Landlord in the same condition as existed upon commencement of the Term, construction of the Improvement, damage by fire or other casualty, and ordinary wear and tear subsequent to completion of the most recent regular repairs, maintenance and replacements required hereunder excepted, broom clean, and without notice from Landlord, all such notice being waived.
19. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant that Tenant, having paid the Rent and observed and kept the terms, covenants and conditions of this Lease on its part to be paid, observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Premises without any let, hindrance, ejectment or molestation by Landlord or



## ATTACHMENT G

any person or persons lawfully claiming under it.

20. **Notices.** All notices and other communications required to be given or which may be given in connection with this Lease shall be in writing and shall be sent by (a) certified or registered mail, return receipt requested, postage prepaid, (b) national prepaid overnight delivery service, charges prepaid, or (c) personal delivery with receipt acknowledged in writing, directed to the applicable party at the following addresses:

If to Tenant:

If to Landlord:

With a Copy to: Frost Brown Todd LLP  
9277 Centre Pointe Dr Ste 300  
West Chester, OH 45069,  
Attn: W. Joseph Scholler

Any notice so sent by certified or registered mail shall be deemed given on the date of receipt or refusal as indicated on the return receipt. All other notices shall be deemed given when actually received or refused by the party to whom the same is directed. A notice may be given either by a party or by such party's attorney. Either party may change its address for notices by giving written notice to the other party in accordance with this Section.

21. **Rules And Regulations.** Tenant shall comply with all reasonable and nondiscriminatory rules and regulations now or hereinafter adopted by Landlord during the existence of this Lease, both in regard to the Improvement in general and to the Premises herein leased. In addition to the foregoing, Tenant shall also comply with all local, state, and federal laws that may be applicable to the Premises and usage of the Improvement, including but not limited to health and safety codes, food servicing licensing and permits, other permits and inspections as may be required by the City of Eaton, Preble County, or the State of Ohio, and inspections by the Eaton County Fire Department for fire code compliance as required by the State of Ohio and Preble County Health Department.
22. **Governing Law.** This Lease shall be governed by and construed in accordance with Ohio law.
23. **No Broker.** Landlord and Tenant each warrant to the other that they have dealt with no broker who would be entitled to a commission by reason of the execution of this Lease. Landlord and Tenant will indemnify, defend and hold harmless each other from and against any and all claims for commissions or fees by brokers claiming through them.

## ATTACHMENT G

24. **Memorandum of Lease.** This Lease will not be recorded. However, at the request of either party, the parties will prepare a memorandum of this Lease for recording giving notice of the parties to the Lease, the Term, and other pertinent information but without disclosing any of the economic terms of the Lease.
25. **Entire Agreement.** This Lease constitutes the entire agreement of the parties, and supersedes all prior oral or written understanding regarding its subject matter.
26. **Amendment.** This Lease may not be modified except by instrument in writing signed by Landlord and Tenant.
27. The parties hereto have executed this Lease as of the date first written above.

*[Signature Pages Follow]*



ATTACHMENT G

**LANDLORD:**

**THE BOARD OF EDUCATION OF EATON CITY SCHOOLS,**

a school district and political subdivision of the State of Ohio

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024  
by \_\_\_\_\_ of THE BOARD OF EDUCATION OF EATON  
CITY SCHOOLS, a school district and political subdivision of the State of Ohio, on behalf of the  
school district.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ATTACHMENT G

**TENANT:**

**EATON WEE EAGLE FOOTBALL, INC.,**  
an Ohio non-profit corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024  
by \_\_\_\_\_ of **EATON WEE EAGLE FOOTBALL, INC.,** an  
Ohio non-profit corporation , on behalf of the non-profit corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

ATTACHMENT G

**EXHIBIT A**

Premises Plan



## ATTACHMENT H

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Board of Education of Eaton Community Schools (the "Board") and the Eaton School Support Personnel Association/OEA/NEA (the "Union"). These parties will collectively be referred to as the "Parties."

WHEREAS, the Board and the Union have executed a collective bargaining agreement ("CBA") effective from July 1, 2024 until June 30, 2025; and

WHEREAS, the Board desires to ensure it has sufficient certified bus drivers available to transport students in exigent circumstances as determined by the Superintendent; and

WHEREAS, the Board desires to compensate employees, who are not regularly employed as bus drivers, for maintaining the necessary certification to drive school buses and for agreeing to drive school buses in exigent circumstances as determined by the Superintendent.

NOW THEREFORE BE IT RESOLVED THAT:

1. Effective upon the execution of this MOU, the Superintendent may ask employees who are not bus drivers, but are certified to drive a school bus, to drive a bus route. Such employees who agree to drive a school bus to transport students when requested by the Superintendent between April 16, 2024 and June 30, 2025 shall receive the following compensation in addition to their regular compensation:
  - a. The employee will receive their current hourly pay rate, or the substitute bus driver rate, whichever is higher, for their time driving the school bus, and will also receive \$50 for each morning or afternoon route worked outside their regular work hours.
2. The Superintendent has discretion to determine how many employees, who are not regularly employed as bus drivers, are needed to transport students between April 16, 2024 and June 30, 2025, and has discretion to determine which employees are offered to drive a school bus on any day during that period. This decision may not be grieved or challenged.
3. Employees who are not bus drivers, but are certified to drive a school bus, have the option to accept or reject the assignment to drive a bus route each time they are requested to drive a bus route.
4. Nothing within this MOU shall be construed as a waiver of or limitation on any management rights the Board may have.
5. All other provisions of the CBAs currently in effect between the Parties hereto not altered by this MOU shall remain in full force and effect for the term of the CBAs and no other agreements shall serve to alter the provisions of the CBAs unless agreed to, in writing, between the parties hereto.

**For the Board:**

**For the Union:**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

## ATTACHMENT I

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Board of Education of Eaton Community Schools (the "Board") and the Eaton School Support Personnel Association/OEA/NEA (the "Union"). These parties will collectively be referred to as the "Parties."

WHEREAS, the Board and the Union have executed a collective bargaining agreement ("CBA") effective from July 1, 2024 until June 30, 2025; and

WHEREAS, the Board desires to ensure it has sufficient certified bus drivers available to transport students; and

WHEREAS, the Board desires to take measures as necessary to retain and attract certified bus drivers.

NOW THEREFORE BE IT RESOLVED THAT:

1. Effective upon the execution of this MOU:
  - a. The Board shall pay for all bus drivers 80% of the cost of the basic single and family health care insurance plans ("core plan") except for employees of the Board who have coverage elsewhere other than individually purchased coverage. For those who have coverage elsewhere, said employees are eligible to receive coverage under the Board's plan of insurance by contributing 20% plus \$20.00 per month toward the single or family plan premium. If the Board has to pay a penalty for offering any plan, that plan will be immediately discontinued and both parties will meet and negotiate insurance.
2. This MOU shall expire June 30, 2025.
3. Nothing within this MOU shall be construed as a waiver of or limitation on any management rights the Board may have.
4. All other provisions of the CBA currently in effect between the Parties hereto not altered by this MOU shall remain in full force and effect for the term of the CBA and no other agreements shall serve to alter the provisions of the CBA unless agreed to, in writing, between the parties hereto.

**For the Board:**

**For the Union:**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date