EATON BOARD OF EDUCATION REGULAR MEETING Hollingsworth East Elementary School Cafeteria May 11, 2015 6:00 p.m.

I. Opening of the Meeting

- **A.** <u>Call to Order</u> President Lisa Noble called the meeting to order.
- **B.** Roll Call President Noble then called the roll.
 - R. Cooper P L. Noble P T. Parks P J. Renner P K. Shepherd P
- **C.** Pledge of Allegiance The Pledge of Allegiance was recited.

D. Recognition of Students

The Eaton Community Board of Education and Administrators wish to recognize all students who participated in the Believe in Ohio competition, sponsored by The Ohio Academy of Science.

Whereas the Board and Administration recognizes the following students who received the Believe in Ohio Award for Ohio's Future Innovator/Entrepreneur and whose research was sent to the Regional and State competitions:

Madison Couch
Paige Whitesell
Leah Moore
Jackie McCafferty
Brandi Sittloh
Morgan Tipton
Taylor Broermann
Autumn Whirley
Allison Webb

Whereas the Board and Administration also wish to recognize Miranda Lee for being awarded a scholarship for her hard work and success in this competition.

Whereas the Board and Administration also wishes to recognize Mrs. Amy Kochensparger for her leadership with this project.

Congratulations!

E. Recognition of Visitors — There were no visitors who wished to be recognized.

F. Executive Session (if necessary)

<u>Dr. Curry, Mrs. Dodson, Mrs. Neanen, Mr. Flatter, Garrett Luther, Callie George and Heather Green</u> were invited to participate in executive session.

To consider the employment of a public employee or official.

Page | 2

Motion by Mr. Cooper , second by Mr. Renner to convene executive session.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y

President declares motion PASSED . 1415-261

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

President resumes open session at 6:47 p.m.

G. Other Opening Business -- None

II. Treasurer's Business - Priscilla Dodson

A. The Treasurer recommends approval of the following:

- 1. Approve minutes of the April 13, 2015 Regular Board Meeting.
- 2. Approve minutes of the April 25, 2015 Special Board Meeting.
- 3. Submission of Warrants.
- 4. Submission of Financial Report.
- 5. Submission of Investment.
- 6. Approve FY15 Supplemental Appropriations by Fund.
- 7. Approve contract with Strategic Solutions for comprehensive scanning services (Attachment A)
- 8. Approve agreement with Hunter Consulting Company, through EPC group rating for Ohio Worker's Compensation and Unemployment Compensation. This fee will not exceed \$1,378.00 for calendar year 2016.
- 9. Approve updated five year forecast FY15.
- 10. Approve the advance return of \$500,000.00 from the Athletic Arts and Wellness project fund 070 to the General Fund 001.

Motion by Mr. Renner , seconded by Mr. Shepherd , to approve agenda Item II. A.

Discussion – Mrs. Dodson gave some background on the items in the Treasurer's Business.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

#1415-262

III. Reports

- A. <u>Miami Valley Career Technology Center Report</u> Terry Parks reported that MVCTC's graduation is Friday, May 15. If he is still not feeling well, Mrs. Noble will attend in his place.
- B. Parks and Recreation Board Report Keith Shepherd had no report
- C. <u>Superintendent's Report</u> Dr. Barbara Curry discussed Race to the Top coming to an end. She thanked the teachers and team for their efforts and moving the district along. Dr. Curry also Discussed make-up days for FY15-16 and referred to the attachment that mirrors the Board direction. Finally, she discussed E-days for FY16 and referred to the attachment and calendar. See below:

Make-Up Days 2015-2016

The Administration's recommendation is for the following schedule in the event we need to make up school days.

- 5 eDay lessons
- January 19, 2016 Staff Professional Dev. Day
- February 12, 2016 No School/Conference Make-up Day
- March 24, 2016 Staff Professional Dev. Day
- Extended Days = 1 Day
- End of the school year as needed

The Teachers' recommendation is the same as the current school year.

- 5 eDay lessons
- Adding days at the end of the school year/extended school days tied for 2nd
- Stay away from spring break

Other Reports -- None

IV. Old Business -- None

V. New Business

A. Resignation and Retirement

The Administration recommends approval of the following resignation and retirement.

- 1. A. Brad Davis, High School Assistant Football Coach, resignation effective July 1, 2015.
- 2. Teresa Gels, FEA Advisor, resignation effective June 30, 2015.
- 3. Jennifer Cross, Thursday/Saturday School Monitor, resignation effective July 1, 2015.

Motion by Mr. Renner, seconded by Mr. Shepherd, to approve agenda Item V.A.

Page | 4

Discussion -- None

Cooper_Y_Parks_Y_Renner_Y_Shepherd_Y_Noble_Y_.

President declares motion_PASSED_. #1415-263

B. Health and Hardship Leave

The Administration recommends approval of Health and Hardship Leave of Absence for Christina Spitler, Cafeteria Worker, May 9, 2015 through May 9, 2016.

Motion by Mr. Shepherd , seconded by Mr. Cooper , to approve agenda Item V.B.

Discussion – Mr. Renner asked what the district does in the interim. Dr. Curry will get get back with the board.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y .

President declares motion PASSED .

#1415-264

C. <u>Employment Certificated Staff Contracts</u>

The Administration recommends employment of the following personnel as listed. Salaries, benefits and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

- 1. Garrett Luther, Teacher, on an initial one-year limited contract for the 2015-2016 school year (July 1, 2015 June 30, 2016).
- 2. Callie George, Speech and Language Pathologist, on an initial one-year limited contract for the 2015-2016 school year (July 1, 2015 June 30, 2016).
- 3. Heather Green, Intervention Specialist, on an initial one-year limited contract for the 2015-2016 school year (July 1, 2015 June 2016).

Motion by Mr. Cooper , seconded by Mr. Shepherd , to approve agenda Item V.C.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

#1415-265

D. Employment - Certificated Staff Extended Service Supplemental Contracts

The Administration recommends the following extended service supplemental contracts for the 2015-2016 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

- 1. Hilary Waugh, Middle School Guidance Counselor 10 days.
- 2. Callie George, Speech Pathologist 4 days.

Motion by Mr. Renner , seconded by Mr. Shepherd , to approve agenda Item V.D.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y .

President declares motion PASSED . #1415-266

E. <u>Employment – Classified Staff</u>

The Administration recommends amending the employment contract of Lindsey Baker, Educational Aide, from ½ day employee to a full time employee, effective May 12, 2015.

Motion by Mr. Parks , seconded by Mr. Cooper , to approve agenda Item V.E.

Discussion—This increase is needed because child needs more assistance.

Cooper_Y_ Parks _Y_ Renner _Y_ Shepherd _Y_ Noble_Y .

President declares motion PASSED .

#1415-267

F. Employment – Certificated Staff Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2015-2016 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations and any applicable state requirements.

- 1. John Groom, LPDC Committee Chairperson, to be paid at a rate of \$20.00 per hour plus a \$500.00 stipend.
- 2. Annie Martin, LPDC member, to be paid at a rate of \$20.00 per hour plus a \$100.00 stipend.
- 3. Molly Hurd, LPDC member, to be paid at a rate of \$20.00 per hour plus a \$100.00 stipend.
- 4. Jennifer Cross, LPDC member, to be paid a rate of \$20.00 per hour plus a \$100.00 stipend.
- 5. Deanna Hicks, 1st Grade Level Leader
- 6. Jennifer Iwanski, 2nd Grade Level Leader

- 7. Amy Fugate, 4th Grade Level Leader ½ stipend
- 8. Kelli Wright, 4th Grade Level Leader ½ stipend
- 9. Rhonda Winings, Social Studies Department Head Middle School
- 10. Randy McKinney, Social Studies Department Head High School
- 11. Nathan Islamovsky, National Honor Society Advisor High School
- 12. Colin Celek, Assistant Band Director
- 13. Emily Dumler, Cross Country Program Assistant VII
- 14. Amy Kochensparger, Science Club Advisor
- 15. Scott Burnett, High School Assistant Football Coach
- 16. Joe Ferriell, Middle School Football Coordinator
- 17. Emily Schaeffer, 8th Grade Volleyball Coach
- 18. Suzanne Niehaus, Chess Club Advisor

Motion by Mr. Renner , seconded by Mr. Cooper , to approve agenda Item V.F.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED

#1415-268

G. Employment - Non-Certificated Staff - Athletics

The following positions have been posted and no certificated staff members have applied. The Administration recommends the employment of these nominees on one-year limited contracts for the 2015-2016 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. Lori Lowman, Cross Country Program Assistant VI
- 2. Nan Silvers, Cross Country Program Assistant VII
- 3. Mark Silvers, Cross Country Head Program Assistant Coordinator
- 4. Don Houser, High School Assistant Football Coach ½ stipend
- 5. Chad Lee, High School Assistant Football Coach ½ stipend
- 6. Robbie Sams, Middle School Assistant Football Coach
- 7. Randy Titkemeyer, Varsity Golf Coach
- 8. Tim Appledorn, Reserve Golf Coach
- 9. Michael Bacher, Varsity Girls Soccer Coach
- 10. John Hitchcock, Girls Tennis Coach
- 11. Parker Fields, Varsity Volleyball Coach
- 12. Gerald Cornett, Reserve Volleyball Coach
- 13. Dave Honhart, Varsity Girls Basketball Coach
- 14. Maggie Neanen, Reserve Girls Basketball Coach
- 15. Randy Titkemeyer, 7th Grade Girls Basketball Coach
- 16. David Montgomery, Varsity Swim Coach

Page | 7

Motion by Mr. Renner , seconded by Mr. Shepherd , to approve agenda Item V.G.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y .

President declares motion PASSED . #1415-269

H. Employment of Non-certificated Substitutes

The Administration recommends employment of the following personnel for the 2015-2016 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.

Substitute Educational Aides

Vanessa Brooks
Marcia Durham
Karen Hamilton
Cynthia Kuehlthau
Elizabeth Murphy
Krista Wheeler

Substitutes Health and

Educational Aides
Kerri Beachler

Rachel Focht Karamina Donahue

Substitute Bus Drivers

JoAnna Conley April Gross John Kiracofe Randall Pearson Mark Silvers Art Smith Janice Wentzell

Substitute Cafeteria Workers

Elaine Kolb
Cindy Kuehlthau
Rebecca Montgomery
Diane Rodeffer
Vivian Shafer
Dorothy Stephen
Angelia Venable

Substitute Custodians

Darrell Bryant Kimberly Hile Winford Prewitt Suzanne Stephen

Substitute Secretaries

Sarah Clabaugh Marcia Durham Gwen Durham Karen Hamilton Martha Hill Cindy Kuehlthau Diana Spencer Angelia Venable Krista Wheeler

Megan Winn

		Motion by Mr. Shepherd , seconded by Mr. Cooper , to approve ag	enda Item V.H.
		Discussion None	
		Cooper_Y_Parks_Y_Renner_Y_Shepherd_Y_Noble_Y.	
		President declares motion PASSED .	#1415-270
I.	<u>Empl</u>	oyment – Temporary Summer Workers	
		dministration recommends the following as temporary summer workers, one of all state and local requirements for employment.	ontingent upon
	1.	Transportation Department helpers, at a rate \$13.75 per hour, not to except week, for a maximum of 12 weeks; as needed from May 26, 2015 th 14, 2015.	
		i. Darrell Bryant ii. Cody Winn	
	2.	Custodian helpers, at the rate of \$13.75 per hour, not to exceed 40 hour maximum of 12 weeks; as needed from May 26, 2015 through August 1	
		i. Janice Wentzell ii. Emily Eck iii. Sherry Hood iv. Belinda Moormeier	
	3.	Maintenance helper at the rate of \$13.75 per hour, not to exceed 40 hour a maximum of 12 weeks; as needed from May 26, 2015 through August	•
		i. Cory McKinney	
		Motion by Mr. Shepherd , seconded by Mr. Renner , to approve ag	enda Item V.I.
		Discussion None	
		Cooper_Y_Parks_Y_Renner_Y_Shepherd_Y_Noble_Y.	
		President declares motion PASSED .	#1415-271

J. Approval of Volunteer

The Administration recommends approval of the following volunteer for the 2014-2015 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

Andrew Bergeron, Volunteer Boys Soccer Coach
 Motion by Mr. Cooper , seconded by Mr. Shepherd , to approve agenda Item V.J.
 Discussion -- None
 Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

#1415-272

K. Approval of Volunteers

The Administration recommends approval of the following volunteers for the 2015-2016 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

- 1. Silvia Haas, RN Volunteer Health Aide and Band Chaperone
- 2. Eric Mendenhall, Volunteer Cheerleading Coach
- 3. Ann Weadick, Volunteer Volleyball Coach
- 4. Micki Sittloh, Volunteer Volleyball Coach

Motion by Mr. Shepherd , seconded by Mr. Renner , to approve agenda Item V.K.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED . #1415-273

L. <u>Literacy Summer Programs</u>

The Administration recommends the approval of 3 Literacy Summer Programs for current 3-5 grade students. Each program will focus on the cross curricular literacy standards of reading comprehension, vocabulary growth, writing, speaking and listening. The programs are designed to support students who are at-risk for standards proficiency and will be framed by Science, Math, Social Studies and Language Arts. The science/math and Language Arts camps will be held from 9:00 – 11:00 a.m. on Tuesdays – Thursdays. The science/math program will be from June 1 – July 17. The Language Arts program will be from June 22 – July 17. The social studies program will be from June 26, Monday – Friday. Six (6) teachers will be used

Page | **10**

for these programs at a rate of \$100 per day for planning, supervision, and progress monitoring of participating students. These summer programs will be paid with Title I funds.

Motion by Mr. Parks , seconded by Mr. Cooper , to approve agenda Item V.L.

Discussion – The board asked about the number of students in the program and there are upwards of 60. There was additional discussion – how many students are estimated to pass? Mr. Powell answered the questions.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

#1415-274

M. Extended Learning Services

The Administration recommends approval for Kelli Wright to provide extended learning services for a special needs student, to be paid at a rate of \$20.00 per hour.

Motion by Mr. Parks , seconded by Mr. Cooper , to approve agenda Item V.M.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

#1415-275

N. Create and Post Position

The Administration recommends creating and posting the following non-certificated position for the 2015-2016 school year. Salary and benefits to be paid in accordance with board policy and the negotiated agreement.

1. Hearing Interpreter

Motion by Mr. Cooper, seconded by Mr. Shepherd, to approve agenda Item V.N.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

#1415-276

O. Student-Parent Handbooks

The Administration recommends approval of the 2015-2016 Student-Parent Handbooks for Eaton High School, Eaton Middle School, William Bruce Elementary and Hollingsworth East Elementary. Student-Parent Handbooks are on file in the buildings and at the Central Administrative Office.

Motion by Mr. Shepherd , seconded by Mr. Renner , to approve agenda Item V.O.

Discussion – The handbooks are normally posted on the school website. Mrs. Noble noted that they were very clean. Then Dr. Curry thanked Jessica Wing for the many hours she put in on the work with the handbooks.

Cooper_Y_ Parks _Y_ Renner _Y_ Shepherd _Y_ Noble_Y_.

President declares motion PASSED .

#1415-277

P. Annual Membership with OHSAA

The Administration recommends approval of the resolution authorizing the 2015-2016 membership in the Ohio High School Athletic Association.

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

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION that Eaton Middle School and Eaton High School do hereby voluntarily renew their membership in the OHSAA and that in doing so, the Constitution and Bylaws of the OHSAA are hereby adopted by this Board as and for its own minimum student-athlete eligibility requirements. Notwithstanding the foregoing, the Board does reserve the right to raise the student-athlete eligibility standards as the Board deems appropriate for the schools and students under its jurisdiction; and

BE IT FURTHER RESOLVED that the schools under this Board's jurisdiction agree conduct their athletic programs in accordance with the Constitution, Bylaws, Regulations, interpretations and decisions of the OHSAA and to cooperate fully and timely with the Commissioner'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 and Sports Regulations and the interpretations and rulings rendered by the Commissioner's Office. The administrative heads of these schools understand that failures 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.

Page | **12**

Motion by Mr. Parks , seconded by Mr. Renner , to approve agenda Item V.P.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y .

President declares motion PASSED . #1415-278

Q. Agreement with Preble County ESC

The Administration recommends approval of the contract for services with the Preble County Educational Service Center for fiscal year 2016 in the annual amount of \$1,310,286.00 (Attachment B).

Motion by Mr. Renner , seconded by Mr. Cooper , to approve agenda Item V.Q.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED . #1415-279

R. Agreement with Montgomery County ESC

The Administration recommends approval of the estimated contract for Special Education services with Montgomery County Educational Service Center for fiscal year 2016 in the annual amount of \$178,851.67 (Attachment C).

Motion by Mr. Shepherd , seconded by Mr. Renner , to approve agenda Item V.R.

Discussion -- None

Cooper_Y_ Parks_Y_ Renner_Y_ Shepherd_Y_ Noble_Y .

President declares motion PASSED . #1415-280

S. Agreement with School Insurance Consultants

The Administration recommends approval of the three (3) year agreement with School Insurance Consultants, LLC from April 1, 2015 through April 1, 2018.

Motion by Mr. Shepherd , seconded by Mr. Renner , to approve agenda Item V.S.

Discussion – This is liability insurance. Mr. Parks questioned selling Park Avenue at an auction. He also asked the Board if they wanted to see about selling the property. The discussion continued, Mr. Shepherd mentioned that the school did try to get rid of the property but no one wanted it. Mr. Renner asked for an estimated cost of keeping the property.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y. #1415-281 President declares motion PASSED .

T. Agreement with SchoolPoint

The Administration recommends approval to renew the contract with SchoolPoint for the district website services for the 2015-2016 school year, in the amount of \$5,318.00 (Attachment D).

Motion by Mr. Renner, seconded by Mr. Cooper, to approve agenda Item V.T.

Discussion - Mr. Cooper asked if they do a good job and Mr. Clark assured the board that they have been doing a good job.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

President declares motion___PASSED .

#1415-282

U. Agreement with the Preble County YMCA

The Administration recommends approval to enter into a contract with the Preble County YMCA to provide transportation for the 2015 Preble County YMCA Day Camp, June 1, 2015 through August 14, 2015. Travel would include various destinations in Ohio and Indiana. The Eaton Community School District supports the YMCA and the benefits and opportunities it provides to our students.

Motion by Mr. Cooper, seconded by Mr. Renner, to approve agenda Item V.U. Discussion -- None Cooper Y Parks Y Renner Y Shepherd Y Noble Y. #1415-283

V. Approval of Summer Camps

The Administration recommends approval of the following summer camps.

- 1. Football Youth Skills Camp, grades 4-8, June 8-11, 2015.
- 2. Boys Soccer Youth Camp, grades 3-8, June 15-18, 2015.
- 3. Girls Soccer Youth Camp, grades 3 through 8, June 22-25, 2015.
- 4. Tennis Youth Camp, grades 3 through 8, June 1-5, 2015.

President declares motion PASSED .	#1415-284
Cooper_Y_Parks_Y_Renner_Y_Shepherd_Y_Noble_Y.	
Discussion None	
Motion by Mr. Shepherd , seconded by Mr. Cooper , to approve age	nda Item V.V.

W. Approval of Out-of-State Travel

The Administration recommends approval of the following out-of-state trip.

1. Kindergarten classes and teachers to the Cope Environmental Center, Centerville, Indiana, May 20, 2015.

Motion by Mr. Parks , seconded by Mr. Shepherd , to approve agenda Item V.W.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

#1415-285

X. Tentative Graduation List for 2015

The Administration recommends approval of the tentative list of graduates for the Class of 2015 (Attachment E)

Graduation will be held on Sunday, May 31, 2015 at 6:00 p.m. at Millett Hall – 500 E. Sycamore Street, Oxford, Ohio. Participation in the graduation ceremony is contingent upon meeting all state and locally adopted requirements. The high school principal is authorized to remove from the graduation list any student who fails to meet those requirements. The final list of graduates will be approved in July.

Motion by Mr. Shepherd, seconded by Mr. Renner, to approve agenda Item V.X.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

#1415-286

Y. Obsolete Items List

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

- 1. Laminator, Graphic III, Tag Number 010991, Eaton Middle School.
- 2. 1,758 outdated and/or damaged library books, Eaton Middle School

Motion by Mr. Cooper , seconded by Mr. Renner , to approve agenda Item V.Y.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

#1415-287

Z. Donations

The Administration recommends acceptance of the following donations.

- 1. From The Preble County Educational Service Center, a 2000 Bluebird Bus with wheelchair lift, to the Eaton Transportation Department.
- 2. From the following businesses and organizations for the Senior Citizens Lunch:
 - a. Delta Theta Tau Sorority
 - b. Walmart
 - c. Eaton Place
 - d. David Biggs Insurance
 - e. Eaton Floral
 - f. Henny Penny

Motion by Mr. Shepherd , seconded by Mr. Parks , to approve agenda Item V.Z.

Discussion – The board expressed their appreciation for the donations. There were many good comments from the Seniors at the breakfast and the board is thankful to the businesses who helped.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

#1415-288

Mrs. Noble recognized and congratulated Mrs. Neanen on her 35 years of service to education.

BB. Executive Session

Dr. Curry and Mrs. Dodson were invited to participate in executive session.

To consider discipline of a public employee or official.

Motion by Mr. Renner , seconded by Mr. Parks to convene executive session.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

#1415-289

President convenes executive session at 7:31 p.m.

President resumes open session at 8:10 p.m.

VI. Adjournment

	Motion by Mr. Parks , seconded by Mr. Renner to adjourn the meet	ing.
	Discussion None	
	Cooper_Y_Parks_Y_Renner_Y_Shepherd_Y_Noble_Y.	
	President declares motion PASSED .	#1415-290
	President adjourns meeting at 8:10 p.m.	
DATE_		

PRESIDENT_____TREASURER__

Eaton Board of Education Regular Meeting May 11, 2015 Page | 17

Upcoming Board Meetings

Regular Meeting

Monday, June 8, 2015 – 6:00 p.m. Hollingsworth East Elementary

Special Meetings

Sunday, May 17, 2015 – 1:00 p.m. Superintendent's Office

Monday, June 1, 2015 – 5:00 p.m. Superintendent's Office

Monday, June 15, 2015 – 5:00 p.m. Superintendent's Office

Thursday, June 25, 2015 – 6:00 p.m. Hollingsworth East Elementary

April 22, 2015

To: Eaton City Schools

304 Eaton-Lewisburg Road

Eaton, Ohio 45320

Attention: Priscilla Dodson

Thank you for your interest in SC Strategic Solutions (SCSS) and its services. When we get involved with a client, we look at their business model to determine if our solutions can make a positive contribution to the success of the organization. We work hard to understand your processes, system requirements, and the overall goals of the district.

Our comprehensive scanning services and software have helped file room's nationwide experience better allocation of space, decreased costs and improved overall productivity. SCSS has aided its client partners in improving control of the flow of their vital information. Since its inception, SCSS has been committed to providing products and services of superior quality and value aimed at improving the way districts operate. Based on our initial conversations and participation to date, along with our recent site visit, we believe that our services will:

- Free storage and retrieval of all on-site documents
- Reduce and/or eliminate internal space constraints
- · Reduce document retrieval and filing in the departments
- Easily integrate with current workflow
- · Improve the audit and reporting process related to annual or monthly audits
- Provide the on-going ability to grow and expand in an easy and efficient manner as volume increases in terms of images and changes occur

Additional important considerations in the selection of a document imaging vendor that differentiates SCSS solutions from other potential offerings:

- Support before, during and after project implementation
- · Highest level of security (including HIPAA)
- CDIA+ (Certified Document Imaging Architect) Certified staff
- · Company's proven history and track record
- All inclusive price, with no hidden or variable fees (this allows the client to protect itself against
 inflated fees that it has no control over such as hourly prep or indexing charges by the character or
 line)
- Insured to 2 million dollars
- · 5 locations to better serve you
- Meets all government and industry standards

Sincerely,

Troy Stein SC Strategic Solutions cc: Greg Clingerman

CONFIDENTIAL

Comprehensive Scanning Services

Digital Scanning – Once your documents are at SC Strategic Solutions we will scan them in a timely, secure professional environment. We use industry standard TIFF and PDF file formats or can adapt to whatever format(s) you currently utilize. In other words, the transition to SC Strategic Solutions will be simple and "painless".

While we have your files, we will retrieve any information you need and offer same day service of your request (24/7). And we keep back-up copies of your data (indefinitely) at no cost to you.

Record Capture

- SCSS will remove and box all records from on a customer determined schedule.
- The records will then be broken down, scanned and indexed to client specifications.
- All scanned records will be stored for 6 months after scanning at no cost; following this time period
 records can be returned upon request or stored for an additional length of time at a nominal cost.

Record Retrieval

- While records are off-site, we offer prioritized scanning at no charge.
- All record requests will be delivered at no charge 24/7.

Document Services Provided

- SCSS provides for transportation of all documents to our scanning facility.
- Records are scanned on high speed production scanners for high quality images.
- Scanning verification and quality assurance will be performed to ensure image quality, image orientation and indexing schemes.
- All documents will be prepped for scanning which includes removing the documents from any binding, removing all staples, repairing tears and separating any shingled or shadow documents.
- All records will be scanned in a non-proprietary TIFF format.

Other items that are provided at NO COST:

- Cost to pick up files and deliver media
- · Cost of boxes and time to box
- Cost of Indexing and prep (3 index fields)
- Cost for storage before and after processing
- Cost for retrievals 24/7
- Cost for certified document destruction or document return

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Fee Structure - Exhibit A

Comprehensive Scanning Fee \$0.07 per image* Transportation/Boxes/Pick-up of Records Included Inventory of Records After Picked Up Included Removal of all Staples, Paperclips, Prepping Included **Unlimited Retrievals While Scanning** Included Up to 3 Indexes Per Document Included Archival Grade Back-up Discs of Scanned Files Included Up to 6 Months of Storage After Completion Included Return of Records or Record Destruction Included Record Storage After 6 Months (Optional) \$0.30 per box per month

Option for 3-Year Financing for Scanning Project

Included

Recommendation/Analysis

SC Strategic Solutions provides scanning services in order help school districts throughout Ohio digitize their most important records. Our experience working with nearly 100 school districts ensures that each scanning project is handled efficiently, while ensuring the highest quality scanning services possible.

Scanning district records can help reduce storage space constraints, while allowing Eaton City Schools to help protect its records from any types of disaster. Moreover, digitizing records will help the district maintain easier access to its records, while increasing the security of its records.

Our primary focus has always been in the education market. When working with SC Strategic Solutions you may rest assured we will take care of your records as if they were our own.

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^{*}Denotes a one-time cost

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is effective as of the Effective Date between SC Strategic Solutions, LLC, ("SCSS"), and

Name ("Customer"): Eaton City Schools

Street Address: 304 Eaton-Lewisburg Road

City, State, Zip: Eaton, Ohio 45320

Effective Date:

- 1. Software and Services. Customer agrees to purchase from SCSS the entire source document imaging requirements, services and software as outlined in the Statement of Work which is incorporated herein by reference.
- 2. Payments and Pricing. As full compensation for the Services performed by SCSS hereunder, Customer shall pay fees and expenses in accordance with the pricing schedule set forth as Exhibit A attached hereto and made a part hereof. Customer shall pay amounts within thirty (30) days following receipt of invoice. Any other alteration requires written notice by SCSS to the Customer.
- 3. Term and Termination. This agreement will remain in effect for an initial term of 3 year from the acceptance date set forth above. Following the end of the initial term, this agreement will be automatically renewed for additional 1 year periods unless notice of termination is given by either party to the other party not less than ninety days prior the cancellation date.
- 4. Confidentiality. Except as otherwise provided in this Agreement, the parties agree that, Confidential Information shall be maintained in strict confidence; shall be used only for purposes of this Agreement; and that no Confidential Information shall be disclosed by the recipient party, its agents or employees without the prior written consent of the other party. Notwithstanding the foregoing the Parties acknowledge and agree that as a public entity, Customer has obligations under State Law with regard to public records. It shall not be a breach of this Agreement for the Customer to disclose any documents pursuant to a public records request, the disclosure of which is required by law. Customer shall contact SCSS as soon as is commercially possible upon receiving a request for records regarding SCSS or this Agreement. At its sole discretion and expense, SCSS may take whatever steps it deems necessary to protect its proprietary interests.
- 5. Exculpation. SCSS shall not be responsible for misfiled documents within the records provided for scanning/imaging, nor for any inaccurate or incorrect information contained in records received from Customer.
- 6. Force Majeure. Neither party shall be liable or deemed in default for failure to perform any duty or obligation that such party may have under this Agreement where such failure has been caused by any act of God, fire, strike, inevitable accidents, war, terrorism, or any other cause outside the reasonable control of that party, and occurring without its fault or negligence.

SC Strategic Solutions	Eaton City Schools
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
CONFIDENTIAL	

Preble County Educational Service Center Contract Amount for FY 2016 Pursuant to O.R.C. 3313.845

County ESC	PREBLE		County IRN _	049254
District	EATON CO	MMUNITY	County PREB	LE
			District IRN	043935
The above named pamount of \$1,310,2		l into a contract for servi	ces for fiscal year	2016 in an annual
	nool district and pai	the above annual amoun		
We also understand or significant incres		oject to change continger	nt upon state fundii	ng, student participation
				NAME
Print District Super	rintendent Name	District Superintende	ent Signature	Date
Print District Treas	urer Name	District Treasurer Si	gnature	Date
Print ESC Superint	tendent Name	ESC Superintendent	Signature	Date
Print ESC Treasure	er Name	ESC Treasurer Signa	ature	Date

			EATON	1			
					Proposed		Difference in
	2013-2014	2014-2015			2015-2016		FY 15 Estimate
	Actual	Contract	Estimate	Difference	Contract		and FY 16 Contract
Pupil Services	89,371	93,667	87,564	(6,103)	91,067		3,503
CIPD	110,828	116,933	116,933	(0)	0		(116,933)
Resident Educator	15,000	17,000	20,000	3,000	0		(20,000)
Sub Teacher Hotline	2,668	2,775	2,686	(89)	2,793		107
Enrichment Services	7,073	7,781	8,169	388	8,496		327
Alternative Ed	112,740	100,000	91,730	(8,270)	100,000		8,270
Preschool Sp Ed (*)	359,805	324,000	396,440	72,440	396,000	(1)	(440)
MD	234,750	216,000	267,300	51,300	270,000	(2)	2,700
ED	247,222	255,600	338,812	83,212	332,280	(3)	(6,532)
Transportation	, 136,200	162,000	102,000	(60,000)	109,650	(4)	7,650
Totals	1,315,657	1,295,756	1,431,634	135,878	1,310,286		(121,348)
Y	Estimate	Actual	Actual			(2) Ass	sume 22 students suming 10 students sume 13 students
Student Days	FY 15 Days	FY 14 Days	Fy 13 Days				suming 13 preschool
Alt Ed	2,279	2,801	2,368				dents and two MD
Preschool	4,664	4,233	3,813				dents
MD	1,782	1,565	1,899				
ED	2,386	1,741	1,484				
Transportation	2,040	2,724	2,173				
Total	13,151	13,064	11,737				
Daily Rate							
Alternative Ed	\$40.25		¥ .				
Preschool	\$100.00		• 1			-	
MD	\$150.00	*					
ED	\$142.00						
Transportation	\$50.00						

STATE OF OHIO DEPARTMENT OF EDUCATION

OFFICE OF QUALITY SCHOOL CHOICE & FUNDING Contract Amount for FY2016 Pursuant to O.R.C. 3317.11(D)

ESC Name: Montgomery County	ESC IRN: <u>0486</u>	60
District: <u>Eaton Community City Schoo</u>	District	
County: <u>Preble</u> District IRN:	043935	
The above named parties have entered year 2016 in the annual amount of \$ 17.	·	ervices for fiscal
We, the undersigned, understand that foundation payments of the school dist a semi-monthly basis throughout the fis	rict and paid to the county educationa	
Print District Superintendent's Name	District Superintendent's Signature	Date
Print District Treasurer's Name	District Treasurer's Signature	Date
<u>Frank DePalma</u> Montgomery County ESC Superintendent	MCESC Superintendent's Signature	 Date
Joni M. Shoemaker Montgomery County ESC Treasurer	MCESC Treasurer's Signature	Date
Scan and Email: 1	N BY FRIDAY, APRIL 24, 2015 tearalee.riddlebarger@mcesc.org or (937) 496-7426 or	

Mail: Montgomery County ESC Attn: Asst. Treasurer 200 S. Keowee Street Dayton, OH 45402-2242

EATON

Program	SF Deduct FY15	Projected FY15	Est. SF Deduct FY16
Assessment	7,451.83	7,451.83	7,931.56
Autism	6,037.46	6,037.46	6,515.21
Special Education Supervision			
Speech Supervision			
Speech Therapy			
Transition To Work			
Emotionally Disturbed			
Multiple Disabilities			
One-On-One Assistant			
Hearing	7,047.12	6,210.98	6,415.29
Mental Health			
Occupational Therapy	117,008.75	105,196,46	105,196.46
Physical Therapy	65,413.19	45,244.75	46,658.65
Low Vision	5,850.09	5,945.17	6,134.50
НД			
KBMC			
Transportation			
Preschool			
APE			
Gifted			
School Psychologist			
Attendance Officer			
Curriculum Supervisor	,		
Other			
GRAND TOTAL	\$ 208,808.44	\$ 176,086.65	\$ 178,851.67

SCHOOLPOINTE WEBSITE DEVELOPMENT AGREEMENT

THIS WEBSITE DEVELOPMENT AGREEMENT (this "Agreement") is dated as of April 28, 2015 by and between IndexBlue, Inc., doing business as Digital School Network an Ohio corporation ("DIGITAL"), located at 3248 W. Henderson Rd., Ste. 100, Columbus, OH 43220, and the Eaton Community School District a school district organized under the laws of the State of Ohio, located at 307 N. Cherry St., Eaton, OH 45320 ("DISTRICT"). Collectively referred to as the "Parties."

- **1. Term.** The term of this Agreement shall be for a period of 1 year and will commence on July 1, 2015 and shall remain in force until June 30, 2016, except as otherwise provided in this Agreement. This Agreement will automatically renew for successive three (1) year periods if DISTRICT does not notify DIGITAL of their intent to discontinue services ninety (90) days prior to the expiration of the then current term.
- **2. Services**. DIGITAL agrees to develop, implement, and maintain a website for DISTRICT as set forth in the original proposal to DISTRICT (Appendix A), including the development of all software for the website (the website and all software development in connection therewith are hereinafter together referred to as the "DISTRICT Website").

3. Payments.

(a) For the services rendered hereunder, DISTRICT agrees to pay DIGITAL the total amount of \$5,318.00 depending on client selection. DISTRICT will make one (1) annual payments to DIGITAL in the amount of \$5,318.00 on each of the following dates:

SERVICE YEAR PAYMENT AMOUNT

7/01/2015: \$5,318.00

- (b) DIGITAL will provide DISTRICT with invoices of the current services being provided at the time the invoice is generated.
- (c) A late fee in the amount of five percent (5%) of payment due may be assessed to any payment not received by the due date hereunder.
- **4. Cooperation.** Both DIGITAL and DISTRICT acknowledge and agree that successful development and implementation of the DISTRICT Website so as to become operational in DISTRICT's specified domain shall require their full and mutual good faith cooperation, including, without limitation, the fulfillment by DISTRICT of the obligations set forth in Section 6.
- **5. DIGITAL Obligations.** In addition to providing DISTRICT with full, good faith cooperation and such information as may be required by DIGITAL in order to develop and implement the DISTRICT Website, DIGITAL shall:
- (a) the parties agree that DIGITAL will not sell advertising space on the DISTRICT's web site. Nothing in this Agreement prohibits the sale of advertising by the DISTRICT or the use of District web pages to recognize sponsorship of DISTRICT programs.
- (b) DIGITAL acknowledges, that its actions must uphold FERPA, COPPA, the DISTRICT's state privacy laws, and all other State and federal regulations regarding the privacy of staff, students and faculty. DIGITAL is only responsible for its own actions, and is not responsible for content uploaded or content and/or practices specifically authorized by DISTRICT personnel.
- (c) DIGITAL will provide data security consistent with standard practices in the industry, and will not provide any DISTRICT data to a third party or make any use of such data whatsoever outside of the use provided for in this agreement without the express written permission of the DISTRICT.

DIGITAL will immediately inform the DISTRICT of any security breaches involving DISTRICT data, and will fully cooperate with the DISTRICT's Director of Technology in investigating and defending against intrusions into the DISTRICT system that involve DIGITAL servers or networks. The DISTRICT will avoid, where possible, transmission of any data to DIGITAL that is confidential. (d) DIGITAL agrees that it will assist the DISTRICT in complying with the DISTRICT's state public records laws, records retention legislation, and other applicable laws and regulations. The DISTRICT will respond to any such requests, with DIGITAL's cooperation if necessary. DIGITAL will immediately notify the DISTRICT of any request made directly to it for DISTRICT data. DIGITAL will archive changes to the DISTRICT's web sites consistent with DISTRICT's policy on records retention.

- (e) should a large-scale downtime event occur, defined as a Severity "0" event in the proposal (Appendix A) lasting more than 12 hours, DIGITAL will decrease the annual payment by a pro-rated amount for each calendar day that the Severity "0" condition exists. A Severity "0" event lasting more than 7 days will be cause for termination of the agreement by the DISTRICT.
- **6. DISTRICT Obligations.** In addition to providing DIGITAL with full, good faith cooperation and such information as may be required by DIGITAL in order to develop and implement the DISTRICT Website, DISTRICT shall:
- (a) provide DIGITAL with specific and detailed information concerning DISTRICT's work flow, procedures and transaction volumes as they relate to applications of the DISTRICT Website;
- (b) make available to each DIGITAL agent located on DISTRICT's premises test time on the system configuration designated by DIGITAL, which availability shall include sufficient disk storage space to permit DIGITAL to develop and test the DISTRICT Website, and access to the system configuration through at least one dedicated terminal for each DIGITAL agent at DISTRICT's premises;
- (c) set up, format, and make available to DIGITAL the files and tables specified by DIGITAL;
- (d) make available to DIGITAL, personnel of DISTRICT for testing the DISTRICT Website and training users of the DISTRICT Website;
- (e) provide one employee of DISTRICT to act as coordinator of all DISTRICT activities in connection with the development of the DISTRICT Website, and to supervise all projects undertaken by DISTRICT in connection with the modification, preparation, installation or use of the DISTRICT Website:
- (f) in general, to provide all information and access to key personnel needed to develop and implement the DISTRICT Website.
- **7. Termination with Cause.** Either party shall have the right, with cause, to terminate this Agreement upon sixty (60) days written notice to the other party upon:
- (a) violation or breach, by its officers or employees, of any provision of this Agreement, including, but not limited to, confidentiality and payment; In the event that there is a breach of this Agreement the breaching party will have sixty (60) days from the receipt of the notice of the breach to cure the breach. If the condition has been satisfactorily resolved this Agreement will remain in force;
- (b) the termination of the business;
- (c) voluntary or involuntary filing of a bankruptcy petition or similar proceeding under state law; or
- (d) becoming insolvent or making any assignment for the benefit of creditors. Notwithstanding termination of this Agreement, the obligations of the parties contained in Sections 3, 9-12 inclusive, 16, and 19 shall survive the termination of this Agreement and continue in perpetuity.
- **8. Termination without Cause.** In the event that DISTRICT terminates this Agreement without cause, DISTRICT will be responsible to pay DIGITAL liquidated damages, not to be construed as a penalty, in the amount of 50% of the sum of all of the remaining payments as described in Section 3 of this Agreement.. Any such payments must be received within ten (10) days of the proposed date of termination. If such payment is not received, the termination notice will be considered void and the

contract, along with all regularly required payments, will remain in full force and effect until all payments due under this are contract received.

- **9. Title to Software**. DIGITAL and the DISTRICT agree that the software code used to op the DISTRICT Website under this Agreement is the sole property of DIGITAL. Both parties also agree that all data entered into the DISTRICT Website is owned by the DISTRICT. Further, receipt by DIGITAL of the final payment due under this Agreement, title to the software code utilized to run the DISTRICT Website and all derivative works developed there from and all copies thereof shall remain the property of DIGITAL. Transfer of ownership of the aforementioned software code to DISTRICT will only occur in the event that DIGITAL ceases business operations while this Agreement is in force and all payments are current or at the termination of this Agreement, if it is not renewed, the DISTRICT may purchase the compiled source code of the web pages for a price not to exceed \$50,000.
- **10. Title to DISTRICT Marks and Intellectual Property.** DIGITAL and the DISTRICT agree that the name, associated logos, the names of individual buildings, and all content uploaded by or received from the DISTRICT is the property of the DISTRICT, and may not be reproduced or used outside the terms of this Agreement.
- 11. License to DIGITAL. Subject to the terms and conditions contained in this Agreement, DIGITAL shall have a perpetual, worldwide, royalty-free, irrevocable license to use software code used to develop the DISTRICT Website and all derivative works developed therefrom. Both parties acknowledge that DIGITAL develops software and web applications as its primary business function and may at DIGITAL's sole discretion sell applications that may have similar functionality, in part or in whole, as the software code developed to op the DISTRICT Website before and after the termination of this Agreement.
- 12. Non-Disclosure. Both parties shall take all steps necessary to maintain the DISTRICT Website in confidence and shall not, nor shall it permit its employees, or its permitted agents or consultants to sell, transfer, disclose, display or otherwise make accessible any confidential information relating to the DISTRICT Website, or any copies thereof, in whole or in part, to any third party without written consent. Any unauthorized use of confidential or proprietary information without consent will result in damages to the breaching party. If either party is required to secure legal assistance to recover any amount of damages the prevailing party will be entitled to legal fees as stated in section 20 of this agreement.
- 13. Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the DISTRICT's state. The parties to this Agreement hereby designate the state or federal courts of Franklin County, Ohio as the courts of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Agreement or any document or instrument executed in connection herewith; hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in such courts.
- **14. Complete Contract and Amendments**. This Agreement, together with any exhibits attached hereto, supersedes all prior agreements and understandings between the parties hereto for performance of the services described herein, and constitutes the complete agreement and understanding between the parties hereto unless modified in writing, signed by both parties. **15. Notices**. Any notice or communication required to be given by either party hereunder shall be in writing and shall be hand delivered or sent by recognized overnight courier to the party receiving such communication at the recipient party's address.

- **16. Non-Solicitation.** DISTRICT recognizes that the employees and agents of DIGITAL, and such employee and agents' loyalty and service to DIGITAL, constitute a valuable asset of DIGITAL. Accordingly, DISTRICT hereby agrees not to directly or indirectly make any offer of employment to, nor enter into a consulting relationship with, any person who was employed or otherwise engaged by DIGITAL within two (2) years of such person's employment or other engagement by DIGITAL. This time period will only be waived in the event that DIGITAL either discontinues operations prior to the expiration of the term or if DIGITAL provides DISTRICT with a written waiver to this provision.
- **17. Force Majeure.** Except as to the payment of money by the due date required under this Agreement, which will in no event be excused hereunder, neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay. **18. Assignment.** Either party may not assign or transfer, without the prior written consent of the
- **18.** Assignment. Either party may not assign or transfer, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.
- **19. Equitable Relief.** The parties acknowledge and agree that irreparable harm would result in the event of a breach or threat of a breach by either party of this Agreement. In such an event, and notwithstanding any other provision of this Agreement, the non-breaching party shall be entitled to a restraining order, order of specific performance, or other injunctive relief, without showing actual damage and without bond or other security. The remedies under this section are not exclusive, and shall not prejudice or prohibit any other rights or remedies under this Agreement or otherwise.
- **20. Attorneys' Fees.** In the event either party is required to obtain legal assistance (including, but not limited to, in-house counsel) to enforce its rights under this Agreement, or to collect any monies due for Services provided or damages sustained, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and or collecting its monies.
- **21. Indemnification.** The Parties shall indemnify and hold harmless the other from any claim, cause of action, loss, damage, cost and expense, judgment, order, civil and criminal penalty, forfeiture and/or assessment against either party asserted by or awarded to, any third party arising from or related to acts committed solely by the other party.
- 22. Independent Contractors. The Parties are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, joint venture, partnership, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither DIGITAL nor DISTRICT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement. Neither party, nor any employees or agents thereof, shall have any claim under this Agreement or otherwise against the other party for social security benefits, workman's compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind, and DIGITAL is not responsible for any payroll withholding obligations of any nature whatsoever arising as a consequence of this Agreement, including, without limitation, withholding of federal and/or state taxes, FICA (Social Security) taxes, unemployment insurance taxes, and disability insurance taxes.
- **23. Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement
- **24. Severability.** In the event that one or more provision(s) of this Agreement are deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- **25. Negotiated Agreement.** This agreement is the result of negotiations between the parties both of whom are deemed the draftsman of this agreement.

Appendix A:

Pricing:

EATON COMMUNITY SCHOOL DISTRICT Pricing Summary:

Year 1

ItemPriceAnnual Subscription\$150Web Hosting\$5,168SchoolPointe First Year Cost:\$5,318

Tentative Graduation List 2015

Devlin Andrew Adams Stormy Brook Adams Tori Marie Adams Lynndsey Lee Adkins Katelynn Kristina Aguilera Sara Jacklyn Armstead Shawntell MaryAnn Asher Allison Delaney Back Paige Renee Baker Madison Paige Banis Cydney Alexis Bartrum Wesley Harrison Beach **Brett Logan Beare David Harold Beckett** Jonathan Eugene Boomershine **Justin Scott Bristow** Taylor Marie Broermann **Matthew Douglas Brooks** Leia Nicole Bush Mason Allen Calbeck Tyler Joseph Caplinger Gage Aron Carpenter **Austin Kenton Cassel** Cole Michael Chanev Keisha Dale Clark Joshua Michael Clinard Courtney Leigh Clippinger Bridgette Leigh Comer Kristin Leigh Cottingim Caitlyn Marie Couch Brianna Shea Craig **Douglas Kain Crosman** Sarah Carlie Cupp Christopher Allen Davis Devin Christopher J. Davis Logan Isiaih Deeter Jordan Alexander Demarco Kali Jolene Drewry Rachel Malynn Duncan Francine Claire Durham **Garrett Daniel Eiler** Jaymin J.R. Elam Carter Del Elliott Morgan Ailisa Evans Kelsey Elizabeth Farmer

Andrew Allen Ferguson

Jonah Finley Kristi Ann Floyd Jordan Edward Foust **Brandon Michael George** Tyra Daeshawn Gibbs Brandon Levi Gilbert Robert Micheal Cody Goldberg Kristen Audrey Hale Justin Wade Halstead William Shane Avery Hammock **Britney Tylor Hampton** Alexis Nicola Paige Harris McKenzie Taylor Harris Kierra Renee Hatmaker Ariel Lee Herbst Jordan Renee Hightower D'Layne Ashton Hoff Tyler Keith Holderman Henry Richard Houlé Cole William Howard Tess Alexandra Howdieshell Shelby Kena Lynn Hunt **Destiny Renea Johnson** Alexander James Johnston Zachary Eugene Kahle Madison Kay Kant Danielle Jordan Karns Tylnn Defawn Keith Abby Jo King Noah Edward Lainhart Paige Marie Langford Charles Ethan Riley Lawson Darryl Charles Leyes Jacob Patrick Liddy Yue Lin Erin Renee Lingler Cheyenne Lynn Lipscomb **Brittany Nicole Lovett** Destiny Rae Lunsford Hannah Grace Luther Felicity Cheyenne Mackie James Matthew Martin Doniqua Lynnette Donnise McMiller

Shannon Paige Mikesell Brianna Renee Miller Isaiah Michael Mirovsky Brooklyn Leigh Montgomery Addam James Moore **Dustin Lawrence Moore** Troy Michael Morrison Matthew Jordan Mowen Kaitlyn Nicole Mt.Castle Haley Marie Napier Silas Fraser Nelson Andrew Reed Newport Savannah Rae Norton **Brittany Marie Olsen** Kaitlin Paige Orr Joshua Darnell Owens Hannah Nicole Paulus Jacob Lee Phipps Austin Lee Pierce Andrew Caleb Pool Jessica Marie Preston Jenson Raleigh Reece **Daniel Tanner Reed** Logan Quinn Reimers Seth Allen Reynolds **Dylan Jacob Rivers Bradley Allen Robinson** Sylest Paige Roddy Zachery Martin Rohr George Thomas Roell Sarah Ann Roell Tayler Nicole Roell Hannah Breanne Rose Nevada Lynn Rutherford Austin William Sampson Hannah Rebecca Schmidt Trevion Allen Schutte Kirstin Rose Scott Jennifer Tylar Selby **Colton Nathaniel Sims** Blake Wayne Sittloh Richie Lee Skiles **Brittany Nicole Smith** Courtney Rae Smith Kayla Elaine Smith Hannah Marie Snyder

Austin Lee Meredith

Hunter Lynn Meredith

Brian Ray Sowder Jr.
Matthew Christian Sowder
Lewis Arthur Sparrow Jr.
Zavier Marcus Spears
Dalissa Morgan Spradling
Erin Elizabeth Springmier
Haley E. Stapleton
Erica Ann Stover
Matthew David Sullender
Jessica Renee Swihart

Tabatha Marie Thompson Elizabeth Carol Tolliver Rhianna Ellen Trader Hayden Scott Trunck Taylor Matthew Tucholski Brooke Kaylee Voiles Shauna Marie Webb Samuel Ryan Weimer Savannah Rose Wendt Autumn Ann Whirley Whitney Elizabeth Williams Ashley Kay Wilson Lynlee Michelle Wilson Zachary Jay Winkler Alexis Nicole Wise Terren Lee Woodgeard Jordyn Michelle Worley Kya Trane Wright