

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
February 13, 2017
6:00 p.m.

I. Opening of the Meeting

A. Call to Order – President

B. Roll Call – President

R. Cooper ___ L. Noble ___ T. Parks ___ B. Pool ___ K. Shepherd ___

C. Pledge of Allegiance – Led by Boy Scout Troup 78

D. Recognition of Visitor

1. Dr. Nick Weldy, Superintendent of Miami Valley Career Technology Center, to share information on student data and their upcoming bond initiative.
2. Cari Wynne, Supervisor of the Success Program, and Leslie Bassler, Eaton Representative for the Success Program, to discuss the program and the impact it has had on Eaton Community School students.

E. Executive Session (if necessary)

To discuss the employment of a public official or employee.

_____ invited to participate in executive session.

Motion by _____, second by _____ to convene executive session.

Cooper ___ Parks ___ Pool ___ Shepherd ___ Noble ___

President declares motion _____.

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

F. Other Opening Business

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 January 9, 2017 Organizational Board Meeting.
2. Approve minutes of the January 9, 2017 Regular Board Meeting.
3. Submission of Warrants.
4. Submission of Financial Report.
5. Submission of Investment Report.
6. Approve FY17 Supplemental Appropriations by Fund.
7. Approve revised Five Year Forecast.
8. Approve moving Jessica DeHart to a Master’s plus 15 on the pay scale, retroactive to January 20, 2017.
9. Approve amending Resolution 1415-187 – Ratification of the Southwestern Ohio Educational Purchasing Council Natural Gas Sales Agreement to be extended through June 2019.

Motion by _____, seconded by _____

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

III. Reports

A. Miami Valley Career Technology Center Report – Terry Parks

B. Legislative Liaison Report – Terry Parks

C. Parks and Recreation Board Report – Keith Shepherd

D. Superintendent’s Report – Dr. Barbara Curry

E. 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 E 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. Employment – Classified Staff

The Administration recommends the employment of the following personnel for the 2016-2017 school year, effective date as 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 Regulation.

1. Randall Pearson, Bus Driver, effective March 1, 2017
2. John Kiracofe, Bus Driver, effective March 1, 2017

B. Employment – Non-certificated Staff

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 the following nominee on one-year limited contract for the 2016-2017 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. Renee Piekutowski, Dramatics Assistant Director - HS, ½ stipend (spring), retroactive to January 30, 2017.

C. Employment – Certificated Staff – Substitute Teachers/Tutors as Certified by the Preble County Educational Service Center

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2016-2017 school year, as certified by the Preble County Educational Service Center.

1. Craig Doty, II
2. Jonathan Marker
3. Jan Metz
4. Amberly Pettey

D. Approval of Volunteers

The Administration recommends approval of the following volunteers for the 2016-2017 school year, contingent upon completion of all state and local requirements, including criminal background checks, if necessary.

1. Robert Ebright, Volunteer Baseball Coach.
2. Tonya Jay-Sizemore, Daniel Sizemore, Stephanie Wolffrum, and Patricia Cottle, volunteer chaperones for the High School Band's performance in Orlando, Florida, March 27-April 1, 2017.

E. Authorization to Operate School Van

The Administration recommends authorization for the following employee to operate a school van to transport students during the 2016-2017 school year, pending completion of all state and local requirements.

1. Harold Niehaus

Motion by _____, seconded by _____

Discussion

Cooper ___ Parks ___ Pool ___ Shepherd ___ Noble ___

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 F through R 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.

F. Amend Exempt Employee Handbooks

The Administration recommends approval to amend the Salary and Fringe Benefits Handbook for Administrative Assistant to the Superintendent, Account Clerk Budget, Assistant to the Treasurer, Cafeteria Manager, Computer Technician, EMIS Coordinator, Central Office Secretary Assigned to the Superintendent, Secretary to the Treasurer's Office, and Secretary to the Director of Operations, to change the grandfathered employees related to Medicare coverage.

G. Agreement with SchoolPointe

The Administration recommends the agreement with SchoolPointe, Inc., for website development services beginning July 1, 2017 through June 30, 2020 (Attachment A).

H. Agreement with Sinclair Community College

The Administration recommends approval of the agreement with Sinclair Community College to provide college level courses to students under Ohio's College Credit Plus program, beginning with the 2017-2018 school year (Attachment B).

I. Agreements with the City of Eaton

The Administration recommends approval of the following Facilities Agreement with the City of Eaton.

1. For use of the City of Eaton DP&L Fields for the 2017 Spring Softball Season (Attachment C).
2. For use of the Brooke-Gould Memorial Tennis Complex for the 2017 Spring Tennis Season (Attachment D).

J. Agreement with Waycross Community Media

The Administration recommends approval of the agreement with Waycross Community Media to provide video production services for the 2017 graduation ceremony (Attachment E).

K. Memorandum of Understanding with the Preble County General Health District

The Administration recommends approval of the Memorandum of Understanding between Eaton Community Schools and the Preble County General Health District (PCGHD) for use of Eaton High School during health emergencies (Attachment F).

L. Out-of-State Employee Travel

The Administration recommends approval of the following out-of-state employee travel.

1. Jim Richards, Science Teacher, to Indiana University, Bloomington, Indiana, to attend Geology course training, April 28, 2017.
2. Jim Richards, Science Teacher, to Indiana University, Bloomington, Indiana, to attend Physics course training, April 20, 2017.

M. Overnight Student Travel

The Administration recommends approval of the following overnight student travel.

1. Varsity Cheerleaders, competition team, and advisors to OASSA State Competition, Columbus, Ohio, March 4 – 5, 2017.

N. Out-of-State Student Travel

The Administration recommends approval of the following out-of-state student trips.

1. High School P.E. classes and teachers to Richmond 40 Bowl, Richmond, Indiana, April 12 & 13, 2017.
2. Freshman class and teachers to Indiana University East, Richmond, Indiana, March 16, 2017.
3. 4th grade students and teachers to Wayne County Historical Museum, Richmond, Indiana, May 4 & 5, 2017.
4. Varsity and Reserve Baseball Teams and coaches to Rend Lake College, Ina, Illinois, March 30, 2017 – April 1, 2017.

O. Obsolete Items List

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

1. Mop stand, tag number 02752, Eaton High School.
2. Cutting board, tag number 02508, Eaton High School.

P. Amend Resolution 1617-054 – Purchase of School Bus

The Administration recommends amending resolution 1617-054 of the October 3, 2016 board meeting, to change the trade in of Bus 22 to the trade in of Bus 7, 1999 Blue Bird TC2000, 72 passenger bus, for a cash value of \$2,200.00.

Q. Amend Resolution 1617-057 – Obsolete Items

The Administration recommends amending resolution 1617-057 of the October 3, 2016 board agenda from Bus 22, 1994 Blue Bird TCF, handicap bus, VIN number 1BAAHCSA5RF060347, tag number 012385 to Bus 7, 1999 Blue Bird TC2000, 83 passenger bus, VIN number 1BAAHCSA6XF083228, tag number 4257, Transportation Department.

R. Amend Resolution 1617-114 Employment Certificated Staff Supplemental Contracts

The Administration recommends amending resolution 1617-114 of the January 9, 2017 board agenda to reflect the employment of Emily Dumler, 3rd Grade Level Leader, (1/2 Stipend), retroactive to January 3, 2017.

Motion by _____, seconded by _____

Discussion

Cooper ___ Parks ___ Pool ___ Shepherd ___ Noble ___

President declares motion _____.

S. Executive Session (if needed)

To discuss the employment of a public employee or official.

_____ invited to participate in executive session.

Motion by _____, seconded by _____ to convene executive session.

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

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

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

President adjourns meeting at _____ p.m.

Upcoming Board Meetings

Regular Meeting

Monday, March 13, 2017 – 6:00 p.m.

Hollingsworth East Elementary

SCHOOLPOINTE WEBSITE DEVELOPMENT AGREEMENT

This Website Development Agreement (this "Agreement") is dated as of July 1, 2017 by SchoolPointe, Inc., a Delaware Corporation ("SP"), located at 3248 W. Henderson Rd., Suite 100, Columbus, Ohio 43220, and Eaton Community Schools, a school organized under the laws of Ohio, located at 307 North Cherry Street, Eaton, Ohio 45320 ("SCHOOL"). Collectively referred as the "Parties".

1. Term The term of the Agreement shall be for a period of 3 Years and will commence on July 1, 2017 and shall remain in force until June 30, 2020 except as otherwise provided in this Agreement. This Agreement will automatically renew for successive one (1) year periods if SCHOOL does not notify SP of their intent to discontinue services ninety (90) days prior to the expiration of the then current term.

2. Services SP agrees to develop, implement and maintain a website for SCHOOL as set forth in the original proposal to SCHOOL (Appendix A), including the development of all software for the website (the website and all software development in connection therewith and hereinafter together referred to as the "SCHOOL Website").

3. Payments

(a) For the services rendered hereunder, SCHOOL will subsequently make annual payments to SP in the amount of \$5,318.00 on July 1st of each year of the contract.

Bill Dates

July 1, 2017	\$5,318.00
July 1, 2018	\$5,318.00
July 1, 2019	\$5,318.00

(b) SP will provide SCHOOL with invoices of the current services being provided at the time the invoice is generated.

(c) Optional modules and services may be requested by SCHOOL at any time. The payment schedule and amounts will be modified accordingly.

(d) A late fee of five percent (5%) of payment due may be assessed to any payment not received by the due date hereunder.

4. Cooperation Both SP and SCHOOL acknowledge and agree that successful development and implementation of the SCHOOL Website so as to become operational SCHOOL's specified domain shall require their full and mutual good faith cooperation, including, without limitation, the fulfillment by SCHOOL of the obligations set forth in **Section 6**.

5. SP Obligations In addition to providing SCHOOL with full, good faith cooperation and such information as may be required by SP in order to develop and implement the SCHOOL Website, SP shall:

(a) not sell advertising space on the SCHOOL's Website. Nothing in this Agreement prohibits the sale of advertising by the SCHOOL or the use of SCHOOL web pages to recognize sponsorship of SCHOOL programs.

(b) act or refuse to act such that its actions must uphold FERPA, COPPA, the SCHOOL's state privacy laws, and all other State and Federal regulations regarding the privacy of staff, students and faculty. SP is only responsible for its own actions, and is not responsible for content uploaded or content and/or practices specifically authorized by SCHOOL personnel.

(c) provide data security consistent with standard practices in the industry, and will not provide any SCHOOL data to third party or make any use of such data whatsoever outside the use provided for in this Agreement without the express written permission of the SCHOOL. SP will immediately inform the SCHOOL of any security breaches involving SCHOOL data, and will fully cooperate with the SCHOOL's Director of Technology in investigating and defending against intrusions into the SCHOOL system that involve SP servers or networks. The SCHOOL will avoid, where possible, transmission of any data to SP that is confidential.

(d) assist the SCHOOL in complying with the SCHOOL's state public records laws, records retention legislation, and other applicable laws and regulations. The SCHOOL will respond to any such requests, with SP's cooperation if necessary. SP will immediately notify the SCHOOL of any request made directly to it for SCHOOL data. SP will archive changes to the SCHOOL's Websites consistent with SCHOOL's policy on records retention.

6. SCHOOL Obligations In addition to providing SP with full, good faith cooperation and such information as may be required by SP in order to develop and implement SCHOOL Website, SCHOOL shall:

(a) provide SP with specific and detailed information concerning SCHOOL's work flow, procedures and transaction volumes as they relate to applications of the SCHOOL Website;

(b) setup, format and make available to SP the files and tables specified by SP;

(c) make available to SP, personnel of SCHOOL for testing the SCHOOL Website and training users of the SCHOOL Website;

(d) provide one employee of SCHOOL to act as coordinator of all SCHOOL activities in connection with the development of the SCHOOL Website, and to supervise all projects undertaken by SCHOOL in connection with the modification, preparation, installation or use of the SCHOOL Website;

(e) in general, to provide all information and access to key personnel needed to develop and implement the SCHOOL Website.

7. Termination With Cause In the event that SCHOOL can prove that it is financially impossible to allocate on their budget the amounts payable to SP required under the Agreement, then SCHOOL may terminate the Agreement upon ninety (90) days written notice to SP of this qualifying event. Either party shall have the right, with cause, to terminate this Agreement upon ninety (90) 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 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) termination of the business;
- (c) voluntarily or involuntarily 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 SCHOOL terminates this Agreement without cause, SCHOOL will be responsible to pay SP liquidated damages, not to be construed as a penalty, in the amount of 50% of the sum of all remaining payments 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 contract are received.

9. Title to Software SP and SCHOOL agree that the software code used to operate the SCHOOL Website under this Agreement is sole property of SP. Both parties also agree that all data entered into the SCHOOL Website is owned by the SCHOOL. Further, receipt by SP of the final payment due under this Agreement, title to the software code utilized to run the SCHOOL Website and all derivative works developed there from and all copies thereof shall remain the property of SP. Transfer of ownership of the aforementioned software code to SCHOOL will only occur in the event SP 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 SCHOOL may purchase the compiled source code of the web pages for a price agreed upon by the parties, which shall not to exceed \$50,000.

10. Title to SCHOOL Marks and Intellectual Property SP and SCHOOL agree that the name, associated logos, the names of individual buildings, and all content uploaded by or received from the SCHOOL is the property of the SCHOOL, and may not be reproduced or used outside the terms of this Agreement.

11. License to SP Subject to the terms and conditions in this Agreement, SP shall have a perpetual, worldwide, royalty-free irrevocable license to use software code used to develop the SCHOOL Website and all derivative works developed there from. Both parties acknowledge that SP develops software and web applications as its primary business function and may at SP's sole discretion sell applications that may have similar functionality, in part or in whole, as the software code developed to operate the SCHOOL Website before and after the termination of this Agreement.

12. Non-Disclosure Both parties shall take all steps necessary to maintain the SCHOOL 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 SCHOOL 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 due 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 State of Ohio. 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 objection 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 SCHOOL recognizes that the employees and agents of SP, and such employee agents' loyalty and service to SP, constitute a valuable asset of SP. Accordingly, SCHOOL hereby agrees not to knowingly and 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 SP within two (2) years of such person's employment or other engagement by SP. This time period will only be waived in the event that SP either discontinues operation prior to the expiration of the term or if SP provides SCHOOL 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 Neither party may assign or transfer, without the prior written consent of the other party, 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. Attorney's 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 Service 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, judgement, 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. Notwithstanding anything in this Agreement to the contrary, SCHOOL expressly reserves the right to assert, in whole or in part, the defense(s) of governmental or sovereign immunity permitted under the laws of the State of Ohio.

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 SP or SCHOOL nor any of their respective agents or employee shall control or have any rights 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 SP 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 craftsman of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of: July 1, 2017

SchoolPointe, Inc,
a Delaware Corporation

Name: Josh Boyer
Title: Vice President of SchoolPointe

Eaton Community Schools,
a Ohio School

Name: Rachel Tait
Title:

APPENDIX A: PRICING

Eaton Community Schools

Enrollment: 2231

Annual Costs

SchoolPointe CMS Annual Cost \$5,318

APPENDIX B: IMPLEMENTATION

Timeline: We will launch your site as quickly as possible. We'll help you complete your design phase and launch your beta site. After your site is in beta, all that's left is to add your school data. As soon as you are satisfied with your website, we can launch your new, live website.

Design: We will provide your school with access to our design gallery to you select a beginning point for your design. If you have chosen a custom design, you will receive a survey to find out the direction your school would like to go with the design. You'll then work with one of our designers to personalize your new website design. You'll receive 3 design revisions to ensure you get your desired look and feel.

Training: As a SchoolPointe customer, you'll receive unlimited live online training. The training will cover all areas of our website and can be attended by as many participants as needed via online training. Onsite training can also be purchased.

Ongoing Support: As a subscription customer, you'll receive all website upgrades at no additional cost. You'll also have access to customer support through phone, email and online issue tracking at no additional cost.

**COLLEGE CREDIT PLUS
AGREEMENT
BETWEEN
SINCLAIR COMMUNITY COLLEGE
AND
EATON COMMUNITY SCHOOL DISTRICT**

This Agreement is entered into by and between Sinclair Community College (Sinclair) and Eaton Community School District (District). The purpose of this Agreement is to set forth the general terms under which Sinclair will provide college level courses to students of the District under Ohio's College Credit Plus program. All terms of this Agreement shall be interpreted to be consistent with the provisions of Ohio Revised Code Chapter 3365 and Ohio Administrative Code Sections 3333-1-65 through 3333-1-65.10. The parties agree as follows:

A. Term of Agreement

This Agreement shall become effective on the last date of signature below and remain in effect until terminated by either party. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party; however, the termination will not be effective until the end of the District's current school year.

B. College Credit Plus courses may be provided under this Agreement in any of the following ways:

1. College courses taught at a high school by a high school teacher.
2. College courses taught at a high school by a Sinclair instructor.
3. College courses taught at a Sinclair location or online by a Sinclair instructor.

C. Sinclair will:

1. Comply with all requirements imposed on it by Ohio Revised Code Chapter 3365 and Ohio Administrative Code Section 3333-1-65 through 3333-1-65.11.
2. Designate a Sinclair employee to serve as a College Credit Plus Coordinator to oversee implementation of this Agreement.
3. Apply its established standards and procedures for admission to Sinclair and for course placement for District students who seek to take courses under this Agreement, including placement tests.
4. Provide to each District high school for each Sinclair academic term a list of students who are enrolled at Sinclair under this Agreement and a list of course assignments for each student.
5. Promote the College Credit Plus program and the District's participation with Sinclair in the program on Sinclair's website and in appropriate written materials and advertising.
6. Coordinate with the District to present at least one informational session about the College Credit Plus program per school year for interested students and parents.
7. Provide one or more Sinclair employees to fulfill the advising requirements for each District student enrolled at Sinclair under this Agreement and ensure that the advising occurs with the student at least once each term, prior to Sinclair's established withdrawal date, to discuss the program and the courses in which the student is enrolled. Advising and communication about critical dates will be made available in-person, by email, and/or through electronic resources.
8. Review the documentation submitted by the District in connection with any high school teacher whom the District seeks to be eligible to teach Sinclair courses and determine if the teacher is qualified to teach these courses.

9. Before assigning any instructor to teach a Sinclair course at a District high school, assure that the instructor has successfully completed any criminal background check that the District may require.
10. Provide at least one professional development session per school year for high school teachers who are teaching College Credit Plus Courses at the High School under this Agreement.
11. Apply all of its policies generally applicable to Sinclair students, including its student code of conduct, to all District students enrolled in courses under this Agreement.
12. Award transcribed college credit for all courses successfully completed by a District student under this Agreement.

D. District will:

1. Comply with all requirements imposed on it by Ohio Revised Code Chapter 3365 and Ohio Administrative Code Section 3333-1-65 through 3333-1-65.11.
2. Designate a District employee to serve as a College Credit Plus Coordinator to oversee implementation of this Agreement.
3. Identify high school teachers qualified to teach Sinclair courses and submit to Sinclair all documentation needed for Sinclair to determine if the teachers qualify to teach Sinclair courses.
4. If any instructors are assigned to teach a Sinclair course at a District high school, inform Sinclair in writing prior to the start of any academic year if the instructor is required to successfully complete any criminal background check of the District.
5. Each year, prior to the District's general deadline for student course registration for the next school year, publicize to District students in grades six through eleven and their parents, the availability of Sinclair courses under this Agreement.
6. Provide counseling services to District students in grades six through eleven and their parents before the students apply to Sinclair or participate in any Sinclair courses under this Agreement to ensure the students and parents are fully aware of the possible consequences and benefits of participation, including all counseling information required by Ohio Revised Code 3365.04.
7. Coordinate with Sinclair the process for admitting District students to Sinclair and enrolling District students in Sinclair courses offered under this Agreement.
8. Communicate to District students and parents the process for admission to Sinclair and registration for Sinclair courses offered under this Agreement.
9. Communicate to District teachers, students, and parents the various course academic requirements and outcomes and adhere to those for each course.
10. Provide or pay for all textbooks for District students participating in any courses offered under this Agreement, at no cost to the students, their parents or Sinclair.
11. Ensure students' grades and any withdrawals are reported to Sinclair in accordance with Sinclair procedures and deadlines.
12. Unless otherwise agreed to by the parties, provide and pay for any disability related reasonable accommodations provided to students during the enrollment process and in connection with any Sinclair course. When the district provides the reasonable accommodations, their nature and extent will be as agreed to by the District and Sinclair, with appropriate input from the student.
13. Provide notice of expulsion of any student enrolled in a Sinclair course under this Agreement, as set forth in Ohio Revised Code Section 3365.032.
14. Provide written notice to Sinclair and all Sinclair instructors assigned to teach any Sinclair course at a District high school, of all applicable policies and procedures with which the instructor is required by the District to comply.

E. Courses to be taught at the high school:

The specific college courses to be taught each school year at a District high school or taught online with a District high school teacher serving as proctor or facilitator will be agreed upon annually by Sinclair and the District prior to the start of each academic year and set forth in an Addendum to this Agreement.

The parties will endeavor to have a list of these agreed upon courses available to District students and parents prior to the date students register for high school classes for the next school year; however the list may be adjusted or expanded at any time.

Sinclair may establish a minimum and/or maximum number of students or other conditions related to these course (such as appropriate facilities) in order for any particular courses to be actually provided.

F. Payment to Sinclair

Sinclair will be paid for the services it provides under this Agreement by the Ohio Department of Education in accordance with Ohio Revised Code Section 3365.07 for the courses provided under this Agreement, at the rates set forth in Exhibit A.

The rates set forth in Exhibit A will be in effect for one academic year only. For each subsequent academic year, Sinclair will provide written notice to the District of Sinclair's intended rates for the next academic year. Sinclair and the District will negotiate in good faith regarding the rates in an effort to determine agreed upon rates on or before February 1. The agreed upon rates shall be set forth in writing and attached as a new Exhibit A to this Agreement.

G. Additional Services and Funding from Sinclair:

Sinclair may:

1. Make additional professional development opportunities available or provide funding to the District for such opportunities for teachers employed by the District so that those teachers may obtain the applicable credentials necessary to be approved by Sinclair as adjunct faculty and teach Sinclair Courses under this Agreement.
2. Provide funding to the District for defraying a portion of the expenses associated with purchasing textbooks for District students taking courses under this Agreement.
3. Provide scholarships for District students who enroll at Sinclair following graduation from high school.

Any such additional services and/or funding from Sinclair will be based on availability of funds and will be set forth as an Addendum to this Agreement or in one or more separate agreements between Sinclair and District.

H. Participation of Students:

This Agreement cannot be used by either party to limit participation of a student in enrolling in courses not subject to this Agreement.

I. Nondiscrimination:

Each party will comply with all applicable laws regarding equal employment opportunity in connection with this Agreement and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion or disability.

J. Governing law:

This Agreement shall be governed by and construed under the laws of the State of Ohio, as they may be amended from time to time.

K. Any amendment or addendum to this Agreement must be in writing and signed by authorized representatives of both parties.

L. Entirety of Agreement:

This Agreement, including all Exhibits and Addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating hereto.

SINCLAIR COMMUNITY COLLEGE

DISTRICT

Dr. Steven Lee Johnson, President and CEO

Name/Title: _____

Date

Date

**FACILITIES AGREEMENT
CITY OF EATON SOFTBALL FIELDS
Eaton High School Girls' Softball**

This Agreement is entered into this 13th day of February, 2017, by and between the CITY OF EATON, State of Ohio, whose mailing address is 328 N. Maple Street, P.O. Box 27, Eaton, Ohio, 45320, hereinafter referred to as "City" by the authority of the Eaton City Manager, Brad Collins, as provided in the Codified Ordinances of the City of Eaton, Ohio, and the EATON COMMUNITY SCHOOL BOARD, on behalf of the Eaton Community Schools Softball Teams, whose mailing address is 306 Eaton Lewisburg Road, Eaton, Ohio 45320, hereinafter referred to as "User," by the authority of the Eaton Community Schools, through its Board of Education President, Lisa Noble and its Superintendent of Schools, Dr. Barbara Curry.

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

1. CITY'S OBLIGATIONS:

- A. The City hereby agrees to permit User to use the City of Eaton two girls' fast pitch softball fields located along Lexington Road, commonly known as the DP&L Fields, hereinafter referred to as "Premises," on a case by case basis, by request only, made to the Eaton Girls' Softball Association. Preference to the Eaton Girls' Softball Association for use of the premises shall be given at all times. As such, User will need to coordinate any date and time of use directly with the Eaton Girls' Softball Association, via its President, David Ditmer.
- B. The City shall not be responsible for providing any necessary personnel, supplies or materials to the User for any of its functions.

2. USER'S OBLIGATIONS:

- A. User hereby agrees to leave the entire Premises, including the parking lots, in a clean and orderly fashion, free of all debris and litter. If User fails to comply with the provisions set forth herein and the City is forced to utilize its own employees to return the Complex to a clean and orderly state, User will be responsible for the expense of the same. User hereby agrees to so reimburse City for the use of the City's employees within thirty (30) days of receipt of an invoice from the City. Any invoice more than fifteen (15) days past due shall be charged five percent (5%) interest for each fifteen (15) day period such invoice is past due.
- B. User hereby agrees that it is responsible for its own functions and must obtain necessary and needed personnel, materials and supplies at its own expense.
- C. User hereby agrees that it will indemnify and hold harmless the City, its officers, agents and employees from any and all liability of every kind, nature or description, arising out of any and all claims, demands, lawsuits or judgments, which may be brought by any persons, firms or corporations against the City, its officers, agents and employees, by reason of any and all accidents or incidents of every kind and description, occurring anywhere on said Premises, which may occur or arise out of User's use of the Premises.

D. Upon the request of User, subject to provision 1(A) above, the City shall consider the usage of the Premises by User for additional dates as requested. Any additional or rescheduled Premises usage shall occur only upon the mutual agreement of the parties.

3. **TERM:** This Agreement shall be in effect from the date first written above until June 6, 2017.

4. **TERMINATION:** Upon the breach of any condition or term of this Agreement by User, City may terminate this Agreement immediately upon written notice to User.

5. **MISCELLANEOUS:**

A. Neither City nor User shall assign, sublet or transfer their interest in this Agreement without the express written consent of the other party.

B. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, both written and oral.

C. This Agreement may be amended or modified upon the written agreement of the parties, as evinced by an Addendum to this Agreement.

D. This Agreement and all rights and obligations of the parties hereunder shall be construed and governed by the laws of the State of Ohio. To the extent that any provision of this Agreement is held to be invalid, that provision shall be deemed deleted and the remaining provisions shall remain in full force and effect.

E. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.

F. Each party warrants that the individual signing this Agreement on behalf of such party has the authority to enter into this Agreement and to bind the principal in whose behalf he or she signs.

FACILITIES AGREEMENT
Tennis Complex

This Agreement is entered into this 13th day of February, 2017, by and between the CITY OF EATON, State of Ohio, whose mailing address is 328 N. Maple Street, P.O. Box 27, Eaton, Ohio, 45320, hereinafter referred to as “City” by the authority of the Eaton City Manager, Brad Collins, as provided in the Codified Ordinances of the City of Eaton, Ohio, and the EATON COMMUNITY SCHOOL BOARD, on behalf of the Eaton Community Schools Tennis Teams, whose mailing address is 306 Eaton Lewisburg Road, Eaton, Ohio 45320, hereinafter referred to as “User,” by the authority of the Eaton Community Schools, through its Board of Education President, Lisa Noble and its Superintendent of Schools, Dr. Barbara Curry.

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

6. CITY’S OBLIGATIONS:

- C. The City hereby agrees to permit User to use the City’s Brook-Gould Memorial Tennis Complex, hereinafter referred to as “Complex”, for the following functions on the following dates and times:
- i. Boys’ team practice Monday through Friday from 3:30 P.M. to 5:00 P.M.
 - ii. Boys’ Varsity Tennis Home Matches from 3:30 P.M. to 8:30 P.M. Said home matches are listed and highlighted as “Home” in the attached schedule marked as “Exhibit 1” and are incorporated by reference as if fully rewritten herein.
- D. The City shall not be responsible for providing any necessary personnel, supplies or materials to the User for any of its functions.

7. USER’S OBLIGATIONS:

- E. User hereby agrees to leave the entire Complex, including the parking lots, in a clean and orderly fashion, free of all debris and litter. If User fails to comply with the provisions set forth herein and the City is forced to utilize its own employees to return the Complex to a clean and orderly state, User will be responsible for the expense of the same. User hereby agrees to so reimburse City for the use of the City’s employees within thirty (30) days of receipt of an invoice from the City. Any invoice more than fifteen (15) days past due shall be charged five percent (5%) interest for each fifteen (15) day period such invoice is past due.
- F. User hereby agrees that it is responsible for its own functions and must obtain necessary and needed personnel, materials and supplies at its own expense.
- G. User hereby agrees that it will indemnify and hold harmless the City, its officers, agents and employees from any and all liability of every kind, nature or description, arising out of any and all claims, demands, lawsuits or judgments, which may be brought by any persons, firms or corporations against the City, its officers, agents and employees, by reason of any and all accidents or incidents of every kind and description, occurring anywhere on said Complex, which may occur or arise out of User’s use of the Complex.

H. Upon the request of User, the City shall consider the usage of the Complex by User for additional dates not specified in Exhibit 1. Any additional or rescheduled Complex usage shall occur only upon the mutual agreement of the parties.

8. **TERM:** This Agreement shall be in effect from the date first written above until May 30, 2017.

9. **TERMINATION:** Upon the breach of any condition or term of this Agreement by User, City may terminate this Agreement immediately upon written notice to User.

10. **MISCELLANEOUS:**

G. Neither City nor User shall assign, sublet or transfer their interest in this Agreement without the express written consent of the other party.

H. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, both written and oral.

I. This Agreement may be amended or modified upon the written agreement of the parties, as evinced by an Addendum to this Agreement.

J. This Agreement and all rights and obligations of the parties hereunder shall be construed and governed by the laws of the State of Ohio. To the extent that any provision of this Agreement is held to be invalid, that provision shall be deemed deleted and the remaining provisions shall remain in full force and effect.

K. 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.

L. 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.

EXHIBIT 1

TEAM SCHEDULE
Boys Tennis

EATON COMMUNITY SCHOOLS
600 Hillcrest Drive

TRAVIS MILLER
456-1141

Tennis

Boys Varsity/JV

Monday	04/03/17	Miami Valley High School	Home	4:30 PM
Thursday	04/06/17	Franklin High School	Home	4:00 PM
Friday	04/07/17	Carroll High School	Home	4:00 PM
Monday	04/10/17	Northridge	Home	4:00 PM
Tuesday	04/11/17	Bellbrook High School	Home	4:00 PM
Wednesday	04/12/17	Madison High School	Home	4:00 PM
Thursday	04/20/17	Brookville High School	Home	4:00 PM
Monday	04/24/17	Centerville (OH) High School (Centerville Black)	Home	4:30 PM
Wednesday	04/26/17	Dayton Christian School	Home	4:00 PM
Friday	05/05/17	Edgewood High School	Home	4:00 PM
Monday	05/08/17	Trotwood-Madison High School	Home	4:00 PM

Superintendent
Dr. Barbara Curry

Principal
Scott Couch

Asst. Principal
Ross Dearth

Athletic Director
Travis Miller

Waycross Community Media NON-PROFIT VIDEO PRODUCTION SERVICES

Date: January 11, 2017
Client: Eaton High School
Program: Eaton High School Graduation
Contact: Scott Couch, Principal 937-456-1141 & Tonna Ditmer, Secretary, Ext. 4300
Event Date: June 3, 2017 – 7:30 PM – High School Graduation Ceremony
Location: Millett Hall, Miami University

Description of Services:

1. WAYCROSS will provide all appropriate video equipment, a production coordinator, and necessary production personnel
2. WAYCROSS will record and edit (if necessary) the program. Completed program is estimated to be up to 2 hours in length.
3. WAYCROSS will assign a staff person as the project producer. This person will coordinate with the designated organizational representative for technical needs, appropriate sponsor recognition, and other questions related to the content of the program.
4. WAYCROSS will coordinate with organization personnel for an appropriate audio feed. WAYCROSS will supplement audio as necessary to ensure acceptable audio recording.
5. WAYCROSS will provide the organization with 5 copies of the completed program on DVD, as well as a digital copy on request.
6. Optional: Additional DVD copies can be ordered for \$10.00 each, digital copies are available for \$5.00. Eaton High School can sell DVD copies for up to \$20 each and digital copies for \$10.00 and retain the difference as a fundraiser.
7. WAYCROSS will maintain the original digital master for cablecast and duplication purposes.

WAYCROSS is not responsible for:

1. Any technical difficulties that are not directly under our control.
2. Quality of the live event or any problems arising out of poor performance on the part of the performers/students.
3. Providing any service that is not listed above or directly necessary for proper video recording.
4. Providing equipment or technicians for the live event, staging, or lighting.

Eaton High School is responsible for:

1. Obtaining all necessary releases and licenses for material being performed.
2. Providing a complete rundown of the show to WAYCROSS prior to show.
3. Providing necessary credits, sponsor acknowledgments, logos, list of graduates (text file, if possible) and any other graphic information needed for video credits prior to the show
4. Providing a liaison with WAYCROSS staff
5. Any and all details associated with the live event itself

PROGRAM LIMITATIONS:

1. Eaton High School will hold copyright to the completed video.

OPTIONAL (check if you would like either of these included, no extra charge):

_____ Playback of the Graduation Ceremony on Time Warner Digital Cable Channel 979 and Cincinnati Bell Fioptics channel 850 (should be available in Eaton and throughout SW Ohio)

_____ Online presentation of Graduation via Video on Demand (including youtube)

_____ LIVE presentation of Graduation ONLINE – link will be provided for distribution prior to the event

PRODUCTION COSTS ESTIMATE ---

Multi - Camera Production, DVD, Post Production (if necessary) 825.00

Total Costs \$ 825.00

Changes: Any changes to the scope of work described in this agreement may result in additional charges.

Terms: Net 30 days on receipt of invoice

**Memorandum of Understanding (MOU)
For the Provision of Use of Eaton High School
Between
The Preble County General Health District
And Eaton Community Schools
(Effective March 1, 2017)**

This memorandum of understanding is made and entered into between the **Preble County General Health District (PCGHD)** and **Eaton Community Schools**

WHEREAS, the PCGHD has statutory mandated duties during times of public health disasters;

WHEREAS, the PCGHD is required to enter into Memorandums of Understanding with local governmental, non-governmental, and private agencies pursuant to specified grant language and;

WHEREAS, Eaton Community Schools provides critical service required during public health disasters. Eaton Community Schools owns and operates Eaton High School, and is authorized to permit the PCGHD to use Eaton High School facilities, and equipment for a temporary Community Point of Dispensing Site required in the conduct of PCGHD emergency preparedness activities, and wishes to cooperate with the PCGHD for such purposes;

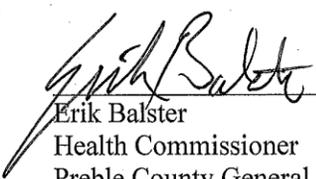
The parties hereto mutually desire to reach an understanding that will result in making the Eaton High School facility available to the PCGHD for the aforementioned use. Now, therefore, it is mutually agreed between the parties as follows:

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Eaton Community Schools agrees to allow use of the following facility and to assist the PCGHD's public health emergency response efforts during public health disaster in Preble County:

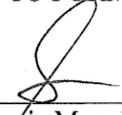
1. Eaton Community Schools agrees to allow use of the Eaton High School facility for a community Point of Dispensing (POD) site during mass vaccination/dispensing clinics.
2. The PCGHD must immediately notify Eaton Community Schools when emergency use of facility is needed.
3. All loss, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of either party pursuant to this agreement shall be the responsibility of the respective parties as such liabilities may be determined by a court of law or pursuant to any other appropriate procedure. Notwithstanding, neither party waives immunities under the Law.
4. This MOU shall commence on March 1, 2017 and continue in effect for 12 months. This MOU shall automatically renew for one additional 12 months period.

5 Either party may cancel or modify this MOU by giving thirty (30) days prior written notice to the other party.

 2-8-17
Erik Balster Date
Health Commissioner
Preble County General Health District

Barbara Curry Date
Superintendent
Eaton Community Schools

AS TO FORM:

 2/8/17
Graetia Manning Date
Preble County Assistant Prosecuting Attorney