

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
October 18, 2021
6:00 p.m.

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

E. Beeghly Present D. Durham Present B. Myers Present

L. Noble Present T. Parks Present

C. Pledge of Allegiance – President Noble led the Pledge of Allegiance.

D. Recognition of Employee Achievement

The Eaton Board of Education and Administration wishes to recognize the following educator who completed the Train the Trainer to become an IMSE district trainer for Eaton Community School District.

1. Kristina Curtin

E. Recognition of Visitors

Jeff Lefkovitz, DataServ representative, Marc Hopkins, SWOCA representative and Stephen Woods, SWOCA/Eaton Community Schools representative, to update the BOE regarding district technology.

F. Executive Session

To consider the employment of a public employee or official.

The following individuals are invited to attend: Jeff Parker, Rachel Tait, MissAnne Imhoff, Jeri Fox, Susan Sayers, and Teresa Woodin.

Motion by Terry Parks, second by Eric Beeghly to convene executive session.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2022-023

President convenes executive session at 6:28 p.m.

President resumes open session at 7:22 p.m.

II. Treasurer's Business – Rachel Tait

ADOPTION OF CONSENT AGENDA ITEM – FINANCIAL

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

A. The Treasurer recommends approval of the following:

1. Approve minutes of the September 13, 2021 Regular Board Meeting.
2. Approve minutes of the September 27, 2021 Special Board Meeting.
3. Submission of Warrants.
4. Submission of Financial Report.
5. Submission of Investment Report.
6. Approve moving Hannah Striet to a Masters on the pay scale retroactive to September 15, 2021.
7. Return of advance of \$458,436.62 to General Fund 001-0000 from ESSER II Fund 507-9321.
8. Return of advance of \$13,300.77 to General Fund 001-0000 from ESSER Fund 507-9221.
9. Return of advance of \$3,375.07 to General Fund 001-0000 from BroadbandOhio Connectivity Grant Fund 510-9921.
10. Approve transfer from 001-0000 General Fund to 001-9164 HB#264 QSCB \$140,000.00.
11. Approve transfer of \$350,515.70 from 001-0000 to 001-9413 Set Aside Instructional Material.
12. Approve transfer of \$350,515.70 from 001-0000 to 001-9414 Set Aside Capital Improvements.
13. Approve transfer of \$12,500.00 from 001-9414 to 003-9903 Track Improvements.
14. Approve transfer of \$31,000.00 from 001-9414 to 003-9904 Field Improvements.
15. Approve FY22 Amended Appropriations.

Motion by Terry Parks, second by Ben Myers

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2022-024

III. Reports

- A. Miami Valley Career Technology Center Report** – Mr. Parks shared that the construction project continues to move ahead of schedule due to the good weather.
- B. Parks and Recreation Board Report** – Mr. Myers said there will be a food truck rally later this month. There is new equipment that will be installed at Hook Park.
- C. Superintendent Report** – Mrs. Woodin shared that initial screenings showed 47% of Kindergartners were unable to identify 10 or more letters. Currently, 40% of Kindergartners are in “Kindergarten Boot Camp.” The goal is to reduce that number by 50% by January. Mr. Parker updated the Board on COVID numbers.
- D. Other Reports** – None.

IV. Old Business – None.

V. New Business

ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL

Action by the Board of Education in “Adoption of Consent Agenda Items” at this point of the agenda means that A through K 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. Resignation and Retirement

The Administration recommends approval of the following resignations and retirements.

1. Garrett French, Custodian, resignation effective September 17, 2021.
2. Jean Keller, Assistant to the Treasurer, resignation for the purpose of retirement, effective December 31, 2021.
3. Angela Lane, Educational Aide, resignation effective September 15, 2021.
4. Randall Pearson, Bus Driver, resignation for the purpose of retirement, effective October 31, 2021.

B. Health and Hardship Leave

The Administration recommends approval of health and hardship leave of absence for James Beshears, Transportation Aide, October 15, 2021 through October 14, 2022.

C. Amend Job Description

The Administration recommends amending the job description for the Assistant to the Treasurer I (Attachment A).

D. Employment Classified Exempt Staff

The Administration recommends the employment of the following personnel for the 2021-2022 school year, effective the day after board approval unless otherwise noted. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations. Employment contingent upon completion of all state and local requirements.

1. Sara Haynes, K-5 Integrated Technology and District Electronic Communications Coordinator, retroactive to September 22, 2021.

E. 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 2021-2022 school year, as certified by the Preble County Educational Service Center.

1. Allison J. Brubaker
2. Brigitte Filbrun
3. Janette L. Hamilton-Sosa
4. Miranda Knight
5. Danika Mann
6. Nicole Muller, retroactive to September 24, 2021
7. Kerry Oliver
8. Ann Spiegel
9. Amy Zimmer

F. Substitute Teacher Incentive Pay

The Administration recommends approval of substitute teacher incentive pay in addition to the regular daily rate. The incentive is to be paid in the manner approved. This includes individuals with a Substitute Teaching License who sub for an Educational Aide.

10 full days of substitution work during a calendar month = \$100.00

15 full days of substitution work during a calendar month = \$150.00 (10 days at \$100.00 plus \$50.00 for days 11-15)

20 full days of substitution work during a calendar month = \$200.00 (15 days at \$150.00 plus \$50.00 for days 16-20)

G. Employment – Non-Certificated Substitutes

The Administration recommends employment of the following personnel for the 2021-2022 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy, and Administrative Rules and Regulations with no fringe benefits.

1. Sandy Fisher, Substitute Transportation Aide, retroactive to October 12, 2021
2. Sherry Hood, Substitute Custodian, retroactive to September 22, 2021
3. Mike Rettich, Substitute Custodian, retroactive to October 1, 2021
4. Stefanie Shafer, Substitute Custodian, retroactive to October 13, 2021

H. Employment – Certificated Staff Supplemental Contract

The Administration recommends approval of the following supplemental contracts for the 2021-2022 school year, contingent upon completion of all state and local requirements. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations and any applicable state requirements.

1. Bill Aukerman, Assistant Swim Coach
2. Robert Ebright, Varsity Baseball Coach
3. Derek Lucas, Reserve Baseball Coach

I. Employment of Non-certificated Extracurricular Position

The following position has been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of this nominee on one-year limited contract for the 2021-2022 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. Zach Beare, Reserve Wrestling Coach
2. Andy Dafler, Wrestling- Middle School
3. John Hitchcock, Boys Tennis Coach
4. Tiffany House, 8th Grade Cheerleading Advisor (Basketball)
5. Tiffany House, 7th Grade Cheerleading Advisor (Basketball)
6. Maggie Neanen, Varsity Softball Coach
7. Jordyn Worley, Reserve Softball Coach

J. Volunteers

The Administration recommends approval of the following volunteers for the 2021-2022 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Nathanael Dunlavy, volunteer at Eaton Middle School
2. Stephen Rader, volunteer to go with Eaton MVCTC FFA students and staff to Indianapolis, IN, October 27-30, 2021 to participate in the FFA National Convention.

K. Amend Resolution #2022-014

The Administration recommends approval to amend resolution #2022-014, Item 2, to reflect the effective date of employment for Heather Bowser as September 28, 2021.

Motion by Eric Beeghley, second by Darrell Durham

Discussion – Mrs. Tait shared that on the list of resignations is Jean Keller, who will be resigning due to retiring at the end of the calendar year, after working 23 years in the District.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2022-025

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 L through Q are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the “Consent Agenda Items” and voted on separately.

L. Agreement with Education Plus, LLC

The Administration recommends entering into a three-year agreement with Education Plus, LLC for assistance with the Federal E-Rate Program application process for the 2022-2023 to 2024-2025 funding years (Attachment B).

M. Memorandum of Understanding with Preble County YMCA

The Administration recommends approval of the Memorandum of Understanding between the Eaton Community Schools Board of Education and the Preble County YMCA to waive the fees associated with the use of facilities for the Eaton

High School's swimming program and the Dayton Metro basketball program for the 2021-2022 school year (Attachment C).

N. Approval of Student Wage Schedule

The following wage schedule for CBI Program Students and Work Study Students beginning October 18, 2021:

	<u>Non-Cafeteria Worker</u>	<u>Cafeteria Worker</u>
Start	\$3.50	\$4.00
Maximum	\$5.50	\$6.00

Raises are at \$.10 increments based on school attendance, grades, evaluations, discipline and work attendance per nine weeks.

O. Disposal of Textbooks

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

1. (105) America: Pathways to the Present, Prentice Hall, 2007
2. (27) Lance Armstrong "It's Not About the Bikes", Barkley Books, 2001
3. (14) America: Pathways to the Present, Prentice Hall, 2001
4. (13) America: Pathways to the Present, Prentice Hall, 2004
5. (50) Government in America, Houghton Mifflin, 1991
6. (23) Economics Today and Tomorrow, McGraw Hill, 2005
7. (3) World History, Prentice Hall, 1997
8. (3) Government in America, Houghton Mifflin, 1991
9. (3) America: Pathways to the Present, Prentice Hall, 2002
10. (3) Civics, Add-Wesley, 1996
11. (1) History of the U.S., Prentice Hall, 1990
12. (1) History of the U.S., McDougal Littell, 1997
13. (1) U.S. History, AGS, 2001
14. (1) American Literature, National Textbook Company, 1997
15. (1) British & World Literature, SW ED, 1997
16. (1) Modern Biology, Holt Rinehart, 2009
17. (2) Physical Science, Prentice Hall, 1991
18. (2) Biology, Holt Rinehart Winston, 2000
19. (1) Modern Biology TE, Holt Rinehart Winston, 1999
20. (1) Modern Biology SED, Holt Rinehart Winston, 1999
21. (2) Biology Visualizing Life, Holt Rinehart Winston, 1994
22. (6) Physical Science w/Earth Science, McGraw Hill, 2006
23. (1) Conceptional Science, Addison Wesley, 1999
24. (1) Life Science 2nd Ed., Globe Book Company, 1986
25. (1) Life Science 3rd Ed., Globe Fearon, 1998
26. (1) Environmental Science, Holt Rinehart Winston, 1996
27. (1) General Science TE, Prentice Hall, 1989
28. (1) General Science SED, Prentice Hall, 1989

29. (6) Popular Science, Grolier
30. (1) Transition Math TE 1, S. Foresman, 1995
31. (1) Transition Math TE 2, S. Foresman, 1995
32. (1) Transition Math SED, Sl. Foresman, 1998
33. (1) Algebra II TE, Prentice Hall, 2004
34. (1) Algebra II SED, Prentice Hall, 2009
35. (2) Algebra I, Scott Foresman, 1996
36. (1) Advanced Algebra, Scott Foresman, 1998
37. (1) Advanced Algebra, McGraw Hill, 2010
38. (1) Transition Math, McGraw Hill, 2008
39. (1) Math with Business Applications, Glencoe, 2007
40. (1) Career Math, Houghton Mifflin, 1989
41. (1) Achieving Math Proficiency, Amsco, 1994
42. (1) Geometry, Scott Foresman, 1997
43. (1) Algebra I TE, Prentice Hall, 2004
44. (2) Algebra I SED, Prentice Hall, 2009
45. (2) Speech, Prentice Hall, 1988
46. (1) Intro to Business, SW Ed., 2000
47. (1) Business Principles & Management, SW, 2000
48. (1) Photo off set fund, Glencoe McGraw Hill, 1986
49. (2) Focus on Photo, Davis, 2007
50. (1) Exploring Drafting, Goodheart Wilcox, 1987
51. (2) Century 21 Computer App & Keyboard, Southwestern, 2000
52. (1) Carpentry 2nd Ed., Delmar Learning, 2008
53. (1) Beg. Woodwork, Glencoe, 1988
54. (11) The Outsiders, Laurel-Leaf, 1967, 1989
55. (1) Triple Action Series, Scholastic, 1970
56. (4) The Pearl, Bantam, Viking Press, 1964
57. (25) Basic English, AGS, 2002
58. (26) Exploring Literature, AGS, 1999
59. (1) Scope English Anthology Level 2, Scholastic, 1983
60. (6) Writers, Inc. Student Handbook for Writing, Houghton-Mifflin, 2001
61. (11) Writers Inc. School to Work student handbook, Houghton-Mifflin, 1996
62. (1) Writers Inc. Write for College, Houghton-Mifflin, 2007
63. (1) Language of Lit., McDougal Littell, 1987
64. (11) Webster's Large Print Dictionary, Webster, 2010
65. (1) Roget's Thesaurus, Putnam's Sons, 1978
66. (1) Collegiate Thesaurus, Webster, 1988
67. (1) Intermediate Dictionary, Webster, 1986
68. (1) Dictionary HS, Webster, 1980
69. (5) School Dictionary, Webster, 1980
70. (6) Global Science 5th Ed., Kendall Hunt, 2000
71. (4) Physical Science, Prentice Hall, 1991
72. (1) Modern Earth Science, Holt, 1989
73. (1) Biology Visualizing Life, Holt, 1994
74. (1) Modern Biology, Holt, 1999
75. (8) Conceptual Physical Science 2nd Ed., Addison Wesley, 1999
76. (1) General Science, Prentice Hall, 1989
77. (17) Elements of Ecology 3rd Ed., Addison Wesley, 1992

78. (1) Biology Concepts & Applications, Brooks/Cole Cengage, 2010
79. (1) Science Probe 1, South Western Educational, 1997
80. (1) Science Probe 2, South Western Educational, 1997
81. (1) Chemistry, Kendall Hunt, 2009
82. (1) Physics, Holt, 1999
83. (1) Life Science, Addison Wesley, 1989
84. (1) Biology: An Everyday Experience TE, Glencoe, 1999
85. (1) Biology Visualizing Life TE, Holt, 1994

P. Obsolete Items

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

1. Wechlser Preschool & Primary Scales

Q. Donations

The Administration recommends approval of the following donated items:

1. Donation of \$100.00 from Tobias Electric for Homecoming.
2. Donation of \$100.00 from MissAnne and Mike Imhoff for Homecoming.
3. Donation of \$250.00 from The American Legion Auxiliary No. 215 to the Eaton Middle School Honor Society.

Motion by Ben Myers, second by Darrell Durham

Discussion – Mr. Parker shared that the Student Wage Schedule had not been adjusted since 2007.

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2022-026

R. Agreement between Indiana University East and Eaton Community Schools

The Administration recommends approval of a five-year Advertisement Agreement between Indiana University East and Eaton Community Schools in the form of banners, signage, audio advertisements and engagement opportunities that promote brand awareness of the university (Attachment D).

Motion by Terry Parks, second by Darrell Durham

Discussion – None.

Beeghly Y Durham Y Myers Y Noble Abstain Parks Y

President declares motion passed.

#2022-027

VI. Adjournment

Motion by Terry Parks, seconded by
Ben Myers, to adjourn the meeting.

Discussion - None

Beeghly Y Durham Y Myers Y Noble Y Parks Y

President declares motion passed.

#2022-028

President adjourns meeting at 7:52 p.m.

Upcoming Meeting

Meeting: Regular Board Meeting
Date/Time: November 15, 2021 – 6:00 p.m.
Location: East Elementary School

DATE _____

PRESIDENT _____ TREASURER _____

JOB DESCRIPTION

*Eaton Community Schools
An Equal Opportunity Employer*

Title: Assistant to the Treasurer I

Reports To: Treasurer

Employment Status: Full-time

FLSA Status: Exempt

QUALIFICATIONS:

1. Be eighteen years of age or older.
2. College degree preferred.
3. Must pass criminal background check.
4. Possess high moral character.
5. Possess a regular and predictable attendance record without tardiness.
6. Self-motivated and self-directed with the ability to organize, prioritize, problem-solve, and meet deadlines.
7. Valid driver's license.
8. Have ability to maintain a high level of ethical behavior and confidentiality of information.
9. Possess ability to work with administration, supervisors, fellow employees, public and others positively, effectively, and energetically.
10. Must have knowledge of budgetary matters and accounting principles.

GENERAL DESCRIPTION:

The Assistant to the Treasurer I shall assist the Treasurer with the financial and business affairs of the Eaton Community School District.

ESSENTIAL FUNCTIONS:

1. Is responsible to the Treasurer.
2. Will be in charge and coordinate all functions and duties of the Treasurer's Office in the absence of the Treasurer (includes attending Board meetings in the absence of the Treasurer.)
3. Coordinates and administers the employee fringe benefit programs.
4. Coordinates the payroll functions, including but not limited to:
 - a. Receiving and calculating all salaries (cross-check with Treasurer)
 - b. Figuring timecards on hourly employees
 - c. Prepaying payroll on accounting system
 - d. Preparing all necessary payroll reports
 - e. Processing payroll deduction checks
 - f. Preparing W-2's and 941's
 - g. Possessing a thorough knowledge of software used for processing payroll
5. Enrolls new employees in benefit programs, if applicable.
6. Processes all sick leave, personal leave, and vacation leave requests.
7. Prepares and processes life and health insurance for Board payment.
8. Prepares retirement reports.
9. Prepare reports and monitor tracking for Affordable Care Act compliance.
10. Assists Superintendent or designee in preparation of reports (with approval of Treasurer).
11. Prepares EMIS reports assigned by the Treasurer.
12. Prepares personnel contracts; maintains the data base and tracks information such as years of experience, addresses, and certificates held.

OTHER DUTIES AND RESPONSIBILITIES

Attachment A

Assistant to the Treasurer I

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1. Assists in duties of Account Clerk-Budget and Secretary to the Treasurer's Office in their absence or when assigned.
2. Assists Treasurer in any other duties as needed or assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of: Board policies and procedures, public relations, State and Federal regulations, accounting, bookkeeping, and state reporting requirements.
- Ability to: interpret policies, rules and regulations together with local, state and federal regulations and procedures; prepare Board reports and minutes, maintain accurate records, prepare meaningful, concise and accurate reports; communicate effectively.
- Skill in: Microsoft Office programs, accounting software (with knowledge of school finance and software preferred)

CONDUCT:

Each staff member shall remain free of any alcohol or nonprescribed controlled substance and abuse of any prescribed controlled substance in the workplace throughout his/her employment in the District.

Each staff member shall serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings. Each staff member has a legal responsibility to help instill in students the belief in and practice of ethical principles and democratic values.

EQUIPMENT OPERATED:

Computer, calculator, fax, copier, telephone, and other items as requested.

ADDITIONAL WORKING CONDITIONS:

Occasional exposure to inclement driving conditions, unruly adults.

TERM OF EMPLOYMENT:

Two hundred sixty days annual contract.

PERFORMANCE EVALUATION:

Conducted by the Treasurer.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform the duties required by the Board of Education.

Superintendent or designee

Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

Employee

Date

[Approval date: August 2006]
[Updates Approved: October 18, 2021]

Lisa Noble
Board of Education President
Eaton Community Schools
304 Eaton-Lewisburg Road
Eaton, OH 45320



September 28, 2021

Dear Lisa,

Thank you for your interest in contracting with me, to assist with the Federal E-Rate Program application process on behalf of **Eaton Community Schools**. The contract term will be for three years, covering FY2022, FY2023 and FY2024. The annual fee to file your applications will be **\$7,000.00**. This fee includes filing both Category 1 and Category 2 applications. **Please note: no early termination fees will apply, should the contract be cancelled before the completion of the 3-year term.**

The annual fee will be invoiced after the submission of the Form 471 application.

Work will begin on receipt of this signed contract. This contract also serves as the official "Letter of Agency", (LOA), and authorizing **Education Plus, LLC** and Lorrie Germann to act on behalf of **Eaton Community Schools** regarding E-Rate matters. In addition, access to the USAC "E-rate Productivity Center" (EPC) will be provided, granting "Full" rights to the account information. You will be required to review applications submitted on your behalf. If you are unavailable, I will be notified of changes in staff with whom I must communicate to submit timely & proper applications.

Services to Be Performed Will Include:

- Verify Free & Reduced Lunch data from latest available District, or Ohio Dept. of Ed. records.
- Complete & Submit Form 470 Application, when needed, using information to be provided by district staff - prior to deadlines
- Observe mandatory 28 Day "Competitive Bidding" period, collect & document all bids for review & decisions by District Administrators, review & verify or amend Form 470 Receipt Notification Letter (RNL).
- Verify Service Providers' eligibility status, collect data of services to be purchased for Form 471 - Service Specifics, Quantities, Capacities, Costs, etc. using information to be provided by district staff.
- Complete & submit Form 471 application/s in accordance with deadlines.
- Review Form 471 Receipt Acknowledgement Letter (RAL) for accuracy & opportunities to increase funding, address Program Integrity Assurance (PIA) reviewer questions & concerns regarding application, review.
- Verify Funding Decision Commitment Letter (FCDL) - communicate results to district staff so that POs may be generated, or contracts may be established to start services.
- Write and file appeals for any unfavorable funding decisions, assist in the event of a "Special Review" by providing "application-related" information as required.
- Complete & submit Form 486 application verifying start of service.
- Assist with the filing of the new Form 498 to provide direct BEAR payments to the district.
- Complete & submit Form 472 "Billed Entity Applicant Reimbursement" (BEAR) Form (if required), in accordance with deadlines for FY2022, FY2023 and FY2024 funding requests.
- Provide application related information & documentation in the event of an audit - address auditor's application-related questions/issues as appropriate & provide electronic copies of all application-related records in my possession, as requested by federal auditors.

IMPORTANT NOTE: Your staff are required to provide information and documents requested for preparation of E-Rate application forms no later than 30 days prior to all applicable deadlines, so that applications can be filed in accordance with those deadlines. Failure to do so may result in applications being submitted with missing or incorrect information, and an eventual reduction or loss of funding, for which Lorrie Germann is not responsible. Lorrie Germann's liability is limited to the amount of the "base fee". Please acknowledge your agreement to the above terms and conditions by signing and dating below.

Lisa Noble
Board of Education President
Eaton Community Schools

Lorrie Germann
Education Plus, LLC
Contractor

By: _____

Date: _____

By: Lorrie Germann

Date: September 28, 2021

Company Information:

Education Plus, LLC
2692 Madison Rd.
Suite N1, #258
Cincinnati, OH 45208
740-253-1153
lorrie.germann@erate-edplus.com

**Memorandum of Understanding
Between the Eaton Community School District
and the Preble County YMCA**

To: Preble County YMCA
Paul Schreiber, Executive Director

CC: Eaton Community Schools
Jeff Parker, Superintendent
Rachel Tait, Treasurer
Matt Robbins, Director of Operations
Travis Miller, Athletic Director

Upon signing, the Preble County YMCA and Eaton Community School district agree to a shared facility use agreement in which fees associated with the below mentioned facility usage would regularly be charged:

Eaton Community Schools use of the Preble County YMCA swimming pool for interscholastic events and practices for the 2021-2022 swimming season:

- All charges outlined on the 2021-2022 swimming pool rental proposal shall be waived (\$0).
 - Post season practices and meets (interscholastic competitions), lifeguards, pool or facility maintenance, equipment and custodial charges.
 - Any fee or charge to be billed to Eaton Community Schools shall be agreed upon in advance by both parties.
 - All guidelines for use as listed shall be enforced.
 - Four lanes will be dedicated to the Swim Team during the stated times.
 - Swim team will be responsible for putting in additional swim lane that will remain open for YMCA members only.
 - Swim Team Coach will be responsible for assisting with the installation of lane markers at each practice.
 - YMCA shall provide starting blocks, lane markers, false start rope, and backstroke flags for meet. All staffing, timing set-up and tear-down shall be the responsible of the Eaton High School Swim Team.
 - Eaton High School Swim Team Coach must be present at all practices and meets.
 - YMCA shall not be responsible for any lost or stolen items. Please secure all valuables.
 - Eaton High School shall be responsible for paying all fees within 15 days of the completion of the season.
 - In the event that swimmers make it to the post season and need additional weeks of practice, the length of this agreement, lanes required, and practice times can be adjusted to meet the needs of the swim team.

The Preble County YMCA use of Eaton Community Schools facility for Dayton Metro Youth Basketball events and practices for the 2021-2022 season:

- All charges outlined on the original facility use rental agreement shall be waived (\$0).
 - Waived fee charges to include all fees associated with facility use for both regular and post season practices and events including use of equipment and custodial charges.
 - Any fee or charge to be billed to the Preble County YMCA in care of the Dayton Metro Basketball Program shall be agreed upon in advance by both parties.
 - All guidelines for usage as listed on the Attachment A, Facility Use Agreement, shall be enforced.

Authorized Signature (ECS): _____

Date: _____

Executive Director (YMCA): _____

Date: _____

Program Director (YMCA): _____

Date: _____



EATON COMMUNITY SCHOOLS

Facility Use Agreement

The requesting organization/individual (hereinafter referred to as the User(s)) and the Eaton Community School District, agree to allow the following described rooms(s) and/or facility(ies) to be used by User(s) (in each case, referred to below as, the "Facilities") subject to the following terms and conditions which are agreed to by the respective parties pursuant to this Facility Use Agreement (the "Agreement"):

Section A: Facilities and Rental Fees

1. A custodian (or other district personnel approved by the Superintendent) is required to be onsite for all events.
2. The User(s) agrees the following rates based on the need for the event. Fees are subject to change.

Buildings & Rooms	Rates
Performing Arts Center (Event Supervisor(s) Required)	*\$375.00 per hour *Charges for the PAC are a base rate for a maximum of four (4) hours <i>per day</i> . Additional hours per day will be charged at 10% of the base rate for each hour or fraction of an hour the PAC is used.
Athletic & Wellness Complex – Stadium (Includes Football Field & Track)	*\$375.00 per hour *Charges for the PAC are a base rate for a maximum of four (4) hours <i>per day</i> . Additional hours per day will be charged at 10% of the base rate for each hour or fraction of an hour the PAC is used.
Athletic & Wellness Complex – Concession Stand (Kitchen Staff Required)	\$35.00 per hour
Athletic & Wellness Complex – Wellness Room	\$25.00 per hour
Kitchens – All Buildings (Kitchen Staff Required)	\$35.00 per hour
Cafeterias – All Buildings	\$50.00 per hour
Gymnasiums – All Buildings	\$100.00 per hour
Auxiliary Gymnasiums – All Buildings	\$75.00 per hour
Media Centers – All Buildings	\$25.00 per hour

Attachment C

Attachment A

ECS Staff & Personnel	*Rates
Custodians	\$54.00 per hour (overtime rate)
Kitchen Staff	\$25.44 per hour
Technical Staff - Basic (Building/Stadium – Lighting, Sound, Scoreboard)	\$30.00 per hour
Technical Staff – High Technology (Performing Arts Center, Stadium)	\$50.00 per hour
Event Supervisor – Performing Arts Center (1 Event Supervisor is required – if food is served during event 2 Event Supervisors are required)	\$25.00 per hour

The rates for ESC Staff and Personnel are for regular time only. Overtime and Sunday rates may apply.

- User(s) who qualify for free use of facilities may have the building and room fees waived, but will be responsible for payment of all time worked by Eaton Community School District employees.
- The need for any additional employees not listed above will be charged at the employee's hourly rate.
- A deposit may be required at the discretion of the Eaton Community School District.
- All fees associated with the rental of the facility will be paid by the User(s) within thirty (30) days after the event.
- Additional fees for use of District equipment may apply.
- The custodial hours charged may exceed the total hours indicated on the Facilities Request Form if additional hours are required to clean up from the event.
- Two (2) event supervisors are required for the Performing Arts Center if food will be available during an event.
- Additional rental fees of \$500.00 may be charged if items such as silly string, confetti, glitter, etc. are used in the Facilities. This fee would be in addition to any custodial fees.

Section B: Use of Facilities

- The User(s) shall be entitled to use the Facilities, subject to availability, upon completion of a Facilities Request Form which shall contain the dates and the specific buildings and rooms required (the "Facilities").
- For the purpose of this Agreement, the User(s) is to use only those parts of the Facilities specified on the Facilities Request Form, and the entrances to those areas.
- The User(s) shall ensure that any furniture and equipment moved during use of the Facilities is replaced, that the Facilities will be left in a clean and tidy condition, that proper care will be taken of the Facilities during use and any damage from such use, whether caused by negligence, recklessness or the willfulness of the User(s), or the servants, agents or invitees of the

Attachment C

Attachment A

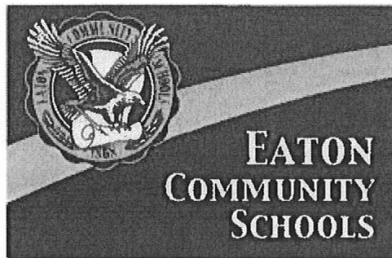
User(s), is repaired at the User(s) own cost. The User(s) shall be fully responsible for all loss or damage to Facilities and related property, including property of students and employees.

4. The School reserves the right to terminate this Agreement immediately by notice in writing in its absolute discretion if Section B(3) is contravened by the User(s) (or the servants, agents or invitees of the User(s)) at any time.
5. During the entire term hereof, the User(s) will obtain commercial general liability insurance with a combined single limit of at least One Million Dollar (\$1,000,000), including contractual liability coverage must provide the School with a current Certificate of Insurance prior to use of the Facilities, naming the School as Additional Insured under the policy. User(s) and the School agree that any insurance policies procured by User(s) that provide benefits or protection for the School shall be primary and that any policies procured by School that might happen to provide protection or benefits to the School arising out of User's use of the Facilities shall be excess.
6. The User(s) agrees, if applicable, that no food or beverages will be served or carried into the Performing Arts Center. The User(s) agrees that if food is served in another area of the facility, i.e. cafeteria, the User(s) will provide personnel to ensure that no food or beverages are carried into the Performing Arts Center. Prohibited food and beverages include, but are not limited to, beverages contained within a bottle with a secure lid, chewing gum, candy, etc.
7. The User(s) agrees that no hazardous materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics, or dangerous animals will be brought into the Facilities or used in any way while occupying any portion of any school owned property, unless prior consent is given by the Eaton School Board of Education, or its designee.
8. Except for "service animals" required for use by a person with a disability, the User agrees that no activities involving animals will be performed at the Facilities, unless prior consent is given by the Eaton School Board of Education, or its designee.
9. A "service animal" is allowed to accompany its human in all areas the human is permitted to go. However, the District may have a service animal removed from the Facilities if the animal is out of control and the animal's handler does not take effective action to control it or the animal is not housebroken. The district is not responsible for the care or supervision of a service animal.
10. At all times the School buildings and grounds shall remain open to the public for public use not inconsistent with the right of the User(s) to use the Facilities hereunder.
11. The User(s) agrees that no activities involving firearms or other weapons will be performed at the Facilities, unless prior consent is given by the Eaton School Board of Education, or its designee.
12. The User(s) will comply with all laws, rules and regulations applicable to the School and its Facilities and the activities conducted thereon. The User(s) will not commit waste and will refrain from any act that would create a nuisance.
13. The use of drugs, alcohol, tobacco or substitute tobacco products are strictly prohibited on school grounds.
14. The User(s) must give written notice to the School of any accident resulting in bodily injury or damage to property of the School or others occurring on School premises or in any way connected with the use of School premises within twenty-four (24) hours of the accident. The notice must include details of the time, place and circumstances of the accident, as well as the names and addresses of the person(s) injured and any person witnessing the accident.

Attachment C

Attachment A

15. The use the Facilities is contingent upon room availability, the availability of required Eaton Community School staff members and weather and parking lot conditions (i.e. snow, ice, etc.).
16. The District reserves the right to demand sufficient time for full investigation, notice and arrangements of all requests for the use of the Facilities and reserves first claim to the use of its own property. Cancellations may be issued by the District with or without due notice. All approvals are to be granted with this understanding.
17. In no case will those who have been granted use of the Facilities assign, transfer, sublet, or charge a fee to another for the use of Facilities.
18. The Eaton School Board of Education shall not be responsible for any payment due to outside organizations that have been booked by the User(s).
19. The User(s) undertakes and agrees to indemnify and hold harmless the School, School board, School board elected and appointed officials, administrators, principals, teachers and all other School employees, volunteers or representatives, and all persons and bodies corporate acting for or on behalf of them ("School Parties"), against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorney fees) whatsoever (including injury to persons and damage to property) for which they may be or become liable directly or indirectly arising out of the use of Facilities by the User(s) (or the servants, agents or invitees of the User(s), and for such further sums in excess of those contained in any insurance policy procured by User(s) relating to the use of the Facilities or for such amounts as may not be payable under any such insurance policy.
20. User(s) acknowledge the foregoing terms and conditions of the Agreement and hereby waives, releases, and forever discharges the School Parties, from any and all claims, causes of action, and/or liabilities of every kind and manner whatsoever, including claims for property damage, personal injury or death, in law or in equity, judicial or administrative, civil or criminal, which User(s), its employees, members, agents or invitees has or may have arising out of or in connection with the use of the Facilities or the adjacent property or any act, occurrence, circumstance or event occurring in the Facilities or on the adjacent property.
21. This Agreement may not be modified, altered or amended in any manner except by an agreement in writing executed by the parties. If a court finds any provision of this Agreement to be invalid, the remainder of the Agreement will be valid, enforceable and effective. Section titles in this Agreement are for convenience only and will not limit the terms hereof. This Agreement will be interpreted and governed by the laws of the State of Ohio. Neither party may assign any of its rights or obligations hereunder without the written consent of the other party. No use of the Facilities, however, extended shall create or vest in the User(s) any ownership interest in the Facilities (both real estate and personal property) owned by the School.



Advertising Agreement for
Eaton Community Schools
306 Eaton Lewisburg Road
Eaton, Ohio 45320

Business Name/Person Name: Indiana University East

Business Address: 2325 Chester Blvd, Richmond, Indiana 47344

Business Phone: 765-973-8444

Email: jtroutwi@iue.edu

Authorized Person: Jason Troutwine, Vice Chancellor for External Affairs

Indiana University East agrees to advertise at Eaton Community Schools in the form of banners, signage, audio advertisements and engagement opportunities that promote brand awareness of the university, with understanding and agreement of terms listed below:

IU East to pay \$10,000 in 2021

IU East to pay \$10,000 in 2022

IU East to pay \$5,000 in 2023

This agreement includes six physical items:

- Two (2) 20' x 5' mesh IU East banners fixed onto the fence north of the wellness center. Banners to be on opposite sides of one another. (height pending fence height)
- A 15'x 6' vinyl IU East banner in the cafetorium for a five-year duration. (sign to be placed in far corner – stage left...on wall facing hallway door)
- A 10'x2' banner in the junior high cafeteria for a five-year duration. (sing to hang on upper wall on the wall that says Monday/Tuesday)
- A 12'x 6' vinyl IU East banner in the main gymnasium (location TBD) for a five-year duration.
- An 8'x4' mesh IU East banner on the football field fence (location TBD) for a five-year duration.
- An 8'x4' mesh IU East banner on the baseball field fence (location TBD) for a five-year duration.

This agreement reflects that IU East will pay for all signage design, production and banner maintenance over the five-year period. Installation to be provided by Eaton Community Schools.

This agreement also includes a recognition program:

- Two live announcements marketing IU East (with content provided by IU East) during all home sporting events, which have public address announcement capabilities, for five years.
- Live announcement thanking IU East for support of performing arts during school performances for five years (band, choir, etc).
- The opportunity to host at least one "IU East Night" per year at a home basketball or football game, for five years.
- An invitation for IU East to table at Eaton Community Schools Parent-Teacher Night that kicks off the school year annually, over the next five years. (if applicable)
- The Eagles Nest Quarterly Newsletter will feature at least one Eaton Alum who is an IU East student in one edition per year OR a student program IU East would like to advertise – for a five year duration. (This Newsletter is linked to the Eaton Community Schools Website, Social Media and hard copies are placed at prominent businesses around Eaton) Material to be supplied by IU East.

In addition, Eaton Community Schools will attend:

- IU East's Junior Preview Days for the next five years.
- Eaton High School guidance counselors will attend the IU East Guidance Counselor Breakfast for the next five years.
- Eaton HS pep band to play at one, agreed upon, IU East basketball game each year for five years (Band members to receive IU East t-shirts, pizza. The band program to receive a \$150 stipend for playing.)

Indiana University East reserves the right to renew this contract.

Payment is due upon approval of advertisement and this agreement by both parties involved.

Logo to be provided by the business/person listed above and approval of advertisement can be done by email correspondence.

Signature of business and/or authorized person - Eaton Community Schools Date

Signature of business and/or authorized person - IU East Date