

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
August 12, 2019
6:00 p.m.

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

E. Beeghly___ D. Durham ___ L. Noble ___ T. Parks___ B. Pool ___

C. Pledge of Allegiance

D. Recognition of Visitors

E. Executive Session

To consider the employment of a public official or employee.

To discuss details relative to the security arrangements and emergency response protocols for the board of education.

The following individuals are invited to attend: _____

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

Beeghly _____ Durham _____ Noble _____ Parks _____ Pool _____

President declares motion _____

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

II. Treasurer's Business – Rachel Tait

ADOPTION OF CONSENT AGENDA ITEM – FINANCIAL

Action by the Board of Education in "Adoption of Consent Agenda Item" at this point of the agenda means that items A through B 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. The Treasurer recommends approval of the following:

1. Approve minutes of the July 15, 2019 Regular Board Meeting.

2. Submission of Warrants.
3. Submission of Financial Report.
4. Submission of Investment Report.
5. Approve moving Sam Watson to Bachelors 150 on the pay scale.
6. Approve moving Amy Stevens-Arend to Masters on the pay scale.
7. Advance \$60,000.00 from 001 0000 General Fund to 006 0000 Cafeteria Fund.
8. July 31, 2019 advance of \$33,432.50 from 001 0000 General Fund to 516 9220 Title IIB FY20.
9. July 31, 2019 advance of \$863.70 from 001 0000 General Fund to 587 9220 Preschool Special Education FY20.
10. July 31, 2019 advance of \$2,111.75 from 001 0000 General Fund to 590 9220 Title IV-A FY20.
11. July 31, 2019 return of advance of \$1,277.31 from 587 9919 Preschool Restoration to 001 0000 General Fund.
12. Approve FY20 Permanent Appropriations.

B. Resolution

The Administration recommends approval of the resolution certifying the completion of Eaton Community Schools District Classroom Facilities Assistance Program construction project.

WHEREAS, the Eaton Community School District, Preble County, Ohio entered in to a Classroom Facilities Assistance Program Project Agreement with the Ohio Facilities Construction Commission (fka Ohio School Facilities Commission) on September 13, 2010, and

WHEREAS, all construction has been completed and all contractual obligations have been met, and

WHEREAS, the final reconciliation of the Eaton Community School District's Project Construction Fund (Fund 10) with the Ohio Facilities Construction Commission has been completed,

THEREFORE, BE IT RESOLVED, that the Board of Education of the Eaton Community School District, Preble County, Ohio approve the Certificate of Project Completion and authorize the President and Treasurer to execute the Certificate, and,

BE IT FURTHER RESOLVED, that the Treasurer be authorized to close the Project Construction Fund (Fund 10) and dispose of the remaining funds in accordance with Ohio Revised Code, Section 3318.48.

Motion by _____, second by _____

Discussion

Beeghly _____ Durham _____ Noble _____ Parks _____ Pool _____

President declares motion _____.

III. Reports

- A. Miami Valley Career Technology Center Report** – Terry Parks
- B. Parks and Recreation Board Report** – Darrell Durham
- C. Superintendent Report** – Jeff Parker
- D. Other Reports**

IV. Old Business

V. New Business

ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL

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

A. Resignations

The administration recommends approval of the following resignations.

1. Christopher Briley, Reserve Boys Soccer (1/2 stipend), resignation effective August 6, 2019.
2. Kaila Moore, Substitute Secretary, Substitute Cafeteria Worker, and Substitute Educational Aide, resignation effective August 12, 2019.
3. Angela Seim, Hearing Interpreter, resignation effective August 16, 2019.
4. Toni Smith, Special Education Aide, resignation effective August 16, 2019.
5. Hannah Wojcik, Special Education Aide, resignation effective August 19, 2019.
6. Kesha Yuppa, Substitute Educational Aide, resignation effective August 12, 2019.

B. Employment – Certificated Staff

The Administration recommends the employment of the following personnel on a one-year limited contract for the 2019-2020 school year (July 1, 2019 – June 30, 2020.) Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations. Employment contingent upon completion of all local and state requirements.

1. Shelby Bulach, Teacher

C. Employment – Certificated Staff Extended Service Supplemental Contracts

The Administration recommends approval for an additional two (2) extended service days for Patricia McGinnis, East Elementary Guidance Counselor, for the 2019-2020 school year.

D. Employment Classified Staff

The Administration recommends the employment of the following personnel for the 2019-2020 school year, effective the day after board approval unless otherwise noted. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Noralee Fogt, Bus Driver
2. Carolyn Batson, Cafeteria Worker
3. Kaila Moore, Special Education Aide
4. Kesha Yuppa, Special Education Aide

E. Employment – Certificated Staff – Substitute During Conference Periods

The Administration recommends approval of all district teachers under regular contract to substitute as needed during their conference periods during the 2019-2020 school year. Salary to be paid per Board Policy and Negotiated Agreement.

F. Employment – Certificated Staff – Home Instruction Tutors

The Administration recommends approval of all district teachers under regular contract to be home instruction tutors for the 2019-2020 school year, on an as needed basis.

G. 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 2019-2020 school year, as certified by the Preble County Educational Service Center.

- | | |
|-----------------------------|---------------------------|
| 1. Wendy Aker | 18. Allen Karn |
| 2. Daniel Bell | 19. Ted R. Landis, Jr. |
| 3. Susan Carico | 20. Kimberly Locke |
| 4. Pamela Carpenter | 21. Robert Lucas |
| 5. Kenneth Christello | 22. Kathleen McCreary |
| 6. Jennifer (Goins) Coleman | 23. Mary Mendenhall |
| 7. Keith Cooley | 24. Daryl Michael |
| 8. Melissa Dare | 25. Belinda Moormeier |
| 9. Deborah Decker | 26. Cynthia Neanen |
| 10. Sarah DeGrasse | 27. Heather Norton |
| 11. Jaclynne Deichert | 28. Brandi Powell |
| 12. Pam Dittner | 29. Joella Redick |
| 13. Marcia Eilerman | 30. Judy Schamel |
| 14. Marilee Fourman | 31. Mark Silvers |
| 15. Janette Hamilton-Sosa | 32. Salvador Sosa Fuentes |
| 16. Victoria Howard | 33. Kenneth Stewart |
| 17. Joanna Jenkins | 34. Michael V. Stewart |

35. Sue Stewart
36. Marcia Sullender
37. Hanna Thomas

38. Elaine Wappenstein
39. Lois Winkler
40. Kyle Wright

H. Employment – Certificated Staff Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2019-2020 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Carolyn Bulach, Kindergarten Grade Level Leader, ½ stipend
2. Derek Lucas, Reserve Baseball
3. Taffie Ruebush, Language Arts Department Head – Middle School
4. Amy Stevens-Arend, Kindergarten Grade Level Leader, ½ stipend

I. Employment of Non-certificated Extracurricular Positions

The following positions have 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 positions. The Administration recommends the employment of these nominees on a one-year limited contract for the 2019-2020 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. Patrick Flanagan, Varsity Baseball
2. Hannah Luther, Cross Country Program Assistant VII

J. Employment of Non-certificated Substitutes

The Administration recommends employment of the following personnel for the 2019-2020 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. Cody Winn, Substitute Custodian

K. Authorization to Operate School Van

The Administration recommends authorization for the following employees to operate a school van to transport students during the 2019-2020 school year, pending completion of all state and local requirements.

1. Tim Appledorn
2. Jennifer Cross
3. John Hitchcock
4. Derek Lucas
5. Leslie Roberts

L. Volunteer

The Administration recommends approval of the following volunteer for the 2019-2020 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Christopher Briley, Volunteer Boys Soccer Coach
2. Roger Davidson, Volunteer Baseball Coach
3. Kelly Deacon, Volunteer Flag Corps Advisor
4. Robert Lucas, Volunteer Baseball Coach
5. Ryan Prince, Volunteer Baseball Coach
6. Krista Wheeler, Volunteer Flag Corps Advisor
7. Zach Wilson, Volunteer Baseball Coach

M. Amend Resolution #1819-096

The Administration recommends approval to amend resolution #1819-096, Item C, to reflect the effective date of employment for David Mitchell as July 22, 2019.

Motion by _____, second by _____

Discussion

Beeghly _____ Durham _____ Noble _____ Parks _____ Pool _____

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 N through AA 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.

N. Recognition of Nutritional Guidelines

The Administration recommends that the Eaton Community School Board of Education recognizes and accepts the district's Nutritional Guidelines as presented in Administrative Guideline 8500A.

O. Approval of Bus Routes and Walk Zones

The Administration recommends approval of bus routes and walk zones for the 2019-2020 school year as submitted by the Director of Operations. Bus Routes and Walk Zones are subject to change based on student and/or district needs. Bus Routes are on file in the Transportation Department Office.

P. Purchase of Service Agreement

The Administration recommends approval of the following purchase of service contracts.

1. With Dr. Jill Vosler as team physician for the 2019-2020 school year, at a rate of \$100.00 per year.
2. With Dr. Scott Vosler as school physician for the 2019-2020 school year, at a rate of \$100.00 per year.

Q. Contract for Professional Services with the Preble County Educational Service Center

The Administration recommends approval of an agreement with the Preble County Educational Service Center to provide three (3) contracted aide positions during the 2019-2020 school year to assist teachers in providing students with academic instruction and intervention (Attachment A).

R. Contract for Professional Services with the Preble County Educational Service Center

The Administration recommends approval of an agreement with the Preble County Educational Service Center to provide two (2) contracted aide positions during the 2019-2020 school year to assist teachers in providing students with academic instruction and intervention (Attachment B).

S. Contract for Professional Services

The Administration recommends approval of an agreement with the Preble County Educational Service Center to employ a Career Connection Director on behalf of the Preble County Schools and Miami Valley Career Technology Center, for the 2019-2020 and 2020-2021 school years (Attachment C).

T. Agreement with the City of Eaton

The Administration recommends approval of the following Facilities Agreements with the City of Eaton for use of facilities for athletics for the 2019-2020 school year (Attachment D).

1. Facilities Agreement – Tennis Complex
2. Facilities Agreement – Fort St. Clair (Cross Country)

U. Agreement with Butler County Educational Service Center

The Administration recommends approval with the Butler County Educational Service Center to provide services to students and families in need through the Success Program during the 2019-2020 school year.

V. Agreement with XTek Partners

The Administration recommends approval of an agreement with XTek Partner for security camera hardware, software integration, installation, and warranty for Eaton High School.

W. Overnight Student Travel

The Administration recommends approval of the following overnight student travel.

1. Eaton High School Cross Country Team and Coaches to Seneca East High School, Attica, Ohio, August 23, 2019 through August 24, 2019.

X. Out-of-State Student Travel

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

1. Eaton High School Cross Country Team and Coaches, to Lexington, Kentucky, September 6, 2019 through September 7, 2019, to participate in the Bluegrass Invitational.
2. Eighth grade students and staff to Washington D.C., May 18, 2020 through May 21, 2020.

Y. Disposal of Obsolete Textbooks

The Administration recommends approval to declare the following textbooks as obsolete with no monetary value and to dispose of them accordingly.

1. (15) Earth's Waters, Prentice Hall, copyright 2009, Eaton Middle School

Z. Obsolete Items

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

1. (2) Two Pan Harvard Trip Balance, tag numbers 02234 and 05346, Eaton Middle School
2. (1) HP Laser Jet 1200 Printer, tag number 12391, Eaton Middle School
3. (1) United States Map, tag number 02276, Eaton Middle School
4. (1) World Map, Eaton Middle School

AA. Donations

The Administration recommends acceptance of the following donations.

1. From Eagle Fence, donation of materials and labor costs to repair fencing at East Elementary.

Motion by _____, seconded by _____

Discussion

Beeghly ____ Durham ____ Parks ____ Pool ____ Noble ____

President declares motion _____.

BB. Executive Session (if necessary)

To consider/discuss: _____.

The following individuals are invited to attend: _____

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

Beeghly ____ Durham ____ Noble ____ Parks ____ Pool ____

President declares motion _____

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

VI. Adjournment

Motion by _____, seconded by _____
_____, to adjourn the meeting.

Discussion

Beeghly ____ Durham ____ Noble ____ Parks ____ Pool ____

President declares motion _____

President adjourns meeting at _____ p.m.

Upcoming Meeting

Meeting: Regular Board Meeting
Date/Time: September 9, 2019 – 6:00 p.m.
Location: East Elementary School

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made by and between the Eaton Community Schools (ECS), 306 Eaton Lewisburg Road, Eaton, Ohio 45320 and the Preble County Educational Service Center (PCESC), 597 Hillcrest Drive, Eaton, Ohio 45320-9510.

The Preble County Educational Service Center, for and in consideration,

Agrees to employ up to 3 certified teachers on a substitute, when called as needed basis, during the 2019-2020 School Year, to serve as Substitute Classroom Para-Teachers to assist teachers in providing students with academic instruction and intervention as assigned by Eaton Community Schools.

The Eaton Community Schools, agrees to pay the

Sum of approximately, Twenty Nine Thousand Three Hundred Forty Four and 80/100 Dollars (\$29,344.80) according to the estimated budget that is attached. Any follow-up costs to this employment in succeeding years (i.e., unemployment expense) that is incurred will also be included.

The Preble County Educational Service Center will invoice the Eaton Community Schools monthly. Payment for providing the Substitute Classroom Para-Teachers will be processed upon receipt of an invoice provided by PCESC and payment made within 30 days of receipt of the invoice.

by Eaton Community Schools

by Preble County Educational Service Center

Board President

Board President

Treasurer

Treasurer

Date

Date

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made by and between the Eaton Community Schools (ECS), 306 Eaton Lewisburg Road, Eaton, Ohio 45320 and the Preble County Educational Service Center (PCESC), 597 Hillcrest Drive, Eaton, Ohio 45320-9510.

The Preble County Educational Service Center, for and in consideration,

Agrees to employ up to two (2) certified teachers on a substitute, when called as needed basis, during the 2019-2020 School Year, to serve as Substitute Classroom Para-Teachers to assist teachers in providing students with academic instruction and intervention as assigned by Eaton Community Schools.

The Eaton Community Schools, agrees to pay the

Sum of approximately, Forty Three Thousand Three Hundred Fifteen and 20/100 Dollars (\$43,315.20) according to the estimated budget that is attached. Any follow-up costs to this employment in succeeding years (i.e., unemployment expense) that is incurred will also be included.

The Preble County Educational Service Center will invoice the Eaton Community Schools monthly. Payment for providing the Substitute Classroom Para-Teachers will be processed upon receipt of an invoice provided by PCESC and payment made within 30 days of receipt of the invoice.

by **Eaton Community Schools**

by **Preble County Educational Service Center**

Board President

Board President

Treasurer

Treasurer

Date

Date

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made by and between the Eaton Community Schools (ECS), 306 Eaton Lewisburg Road, Eaton, Ohio 45320 and the Preble County Educational Service Center (PCESC), 597 Hillcrest Drive, Eaton, Ohio 45320-9510.

The Preble County Educational Service Center, for and in consideration,

Agrees to employ a Career Connection Director on behalf of the schools of Preble County and the Miami Valley Career Technology Center. Eaton Community Schools agrees to participate in this program and agrees to pay the

Sum of Ten Thousand and 00/100 Dollars (\$10,000.00), annually, for the 2019-2020 and the 2020-2021 school years. The total cost for the two years will be Twenty Thousand and 00/100 (\$20,0000.00)

The Preble County Educational Service Center will invoice Easton Community Schools \$10,000 on or about September 1, 2019, and September 1, 2020. Payment will be processed upon receipt of an invoice provided by the Preble County Educational Service Center and payment made within 30 days of receipt of the invoice.

by **Eaton Community Schools**

by **Preble County Educational Service Center**

Board President

Board President

Treasurer

Treasurer

Date

Date

**FACILITIES AGREEMENT
FORT ST. CLAIR
Eaton Community Schools Cross Country Teams**

This Agreement is entered into this ____ day of July, 2019, 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 Cross Country Teams, whose mailing address is 600 Hillcrest Drive, 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, Jeff Parker.

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 Fort St. Clair Park (hereinafter "Park") for the following dates and times:
 - i. Eaton High School and Middle School Cross Country teams home meets as set forth on the attached schedule marked as Exhibit 1; and
 - ii. All practices for the Cross Country teams as scheduled on Monday through Saturday.
- 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 agrees to abide by the instructions as to the use of the Park.
- C. 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.

- D. 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 the Park premises, which may occur or arise out of User's or its invitees use of the Park.
 - E. Upon the request of User, subject to provision 1(A) above, the City shall consider the usage of the Park by User for additional dates as requested. Any additional or rescheduled Park 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 November 3, 2019.
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.

Witness our signatures on the date first above written.

Eaton Community School Board

City of Eaton, State of Ohio

By: _____
Lisa Noble – President, Board of Education

By: _____
Brad Collins – City Manager

Witness

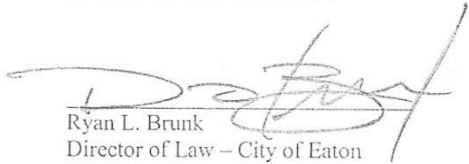
Witness

Eaton Community Schools

By: _____
Jeff Parker, Superintendent

Witness

APPROVED AS TO FORM:


Ryan L. Brunk
Director of Law – City of Eaton

2019 Eaton High School Cross Country

EXHIBIT 1

Saturday	August 17 th	OHSAA State Pre-Season	National Trail Raceway – Hebron	TBD
Friday/Saturday	August 23 rd - 24 th	Seneca East Invitational “A”	Seneca East High School	TBD
Saturday	August 24 th	Talawanda Invitational “B”	Talawanda High School	9:00 am
Saturday	August 31 st	Westerville North Classic	Westerville North HS	TBD
Friday /Saturday	September 6 th - 7 th	UK Bluegrass Invitational	Lexington, Kentucky	TBD
Saturday	September 14 th	Eaton Invitational	Fort St. Clair Park	TBD
Tuesday	September 17 th	Preble County Championships	Fort St. Clair Park	4:30 pm
Tuesday	September 24 th	Tri-Village Invitational “B”	Tri-Village HS – New Madison	4:00 pm
Saturday	September 28 th	Firebird Invitational “A”	Indian Ripple Park-Kettering	TBD
Saturday	September 28 th	National Trail Invitational “B”	National Trail HS	9:00 am
Saturday	October 5 th	Ed Leas Fall Classic	Fort St. Clair Park	9:00 am
Saturday	October 12 th	SWBL Championships	Monroe High School	9:00 am
Saturday	October 19 th	OHSAA District Championships	Cedarville University	TBD
Saturday	October 26 th	OHSAA Regional Championships	Hobart Area – Troy	TBD
Saturday	November 2 nd	OHSAA State Championships	National Trail Raceway – Hebron	TBD

2019 Eaton Junior High Cross Country

EXHIBIT 1

Saturday	August 24 th	Talawanda Invitational	Talawanda High School	9:00 am
Saturday	August 31 st	Westerville North Classic	Westerville North HS	TBA
Thursday	September 5 th	Eagle Dual/Tri-Meet	Fort St. Clair Park	5:30 pm
Saturday	September 14 th	Eaton Invitational	Fort St. Clair Park	TBD
Tuesday	September 17 th	Preble County Championships	Fort St. Clair Park	4:30 pm
Tuesday	September 24 th	Tri-Village Invitational	Tri-Village HS – New Madison	4:00 pm
Saturday	September 28 th	National Trail Invitational	National Trail HS	9:00 am
Tuesday	October 1 st	Eaton Junior High Invitational	Fort St. Clair Park	5:30 pm
Saturday	October 5 th	Ed Leas Fall Classic	Fort St. Clair Park	9:00 am
Saturday	October 12 th	SWBL Championships	Monroe High School	9:00 am
Saturday	October 19 th	OHSAA Jr High State Invitational	Ohio University – Lancaster Campus	TBD

FACILITIES AGREEMENT
Tennis Complex
Eaton High School Girl's Tennis 2019

This Agreement is entered into this ____ day of July, 2019, 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 600 Hillcrest Drive, 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, Jeff Parker.

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's Brook-Gould Memorial Tennis Complex, hereinafter referred to as "Complex", for the following functions on the following dates and times:
 - i. Girls' team practice Monday through Friday from 3:30 P.M. to 6:00 P.M.
 - ii. Girls' 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.
- 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 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.
- 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 Complex, which may occur or arise out of User's use of the Complex.
 - D. 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.
3. **TERM:** This Agreement shall be in effect from the date first written above until October 1, 2019.
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.

Witness our signatures on the date first above written.

Eaton Community School Board

City of Eaton, State of Ohio

By: _____
Lisa Noble – President, Board of Education

By: _____
Brad Collins – City Manager

Witness

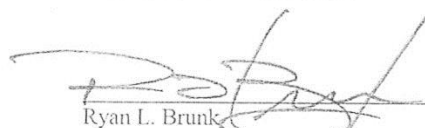
Witness

Eaton Community Schools

By: _____
Jeff Parker, Superintendent

Witness

APPROVED AS TO FORM:


Ryan L. Brunk
Director of Law – City of Eaton

Eaton Community Schools

600 Hillcrest Drive Eaton, OH 45320
 School Phone: 937-456-1141 Fax: 937-456-1143 Email: temiller@eaton.k12.oh.us

EXHIBIT 1



Superintendent
Jeff Parker

Principal
Scott Couch

Asst. Principal
Ross Dearth

Athletic Director
Travis Miller

Varsity/JV Tennis (Girls) 2019-2020

<u>Day</u>	<u>Date</u>	<u>Opponent</u>	<u>Place</u>	<u>Time</u>
Monday	Aug. 19	@ Beavercreek High School	Beavercreek High School	4:30PM
Tuesday	Aug. 20	@ Oakwood High School	Oakwood High School	4:30PM
Wednesday	Aug. 21	@ Centerville (OH) High School (Centerville Gold)	Centerville (OH) High School	4:30PM
Thursday	Aug. 22	@ Monroe High School	Monroe High School	4:30PM
Saturday	Aug. 24	@ Schroeder TC High School Invitational	Schroeder Tennis Center	9:00AM
Monday	Aug. 26	Tippecanoe High School	DP&L Tennis Courts (Brooke Gould Park)	4:30PM
Tuesday	Aug. 27	Bellbrook HS	DP&L Tennis Courts (Brooke Gould Park)	4:30PM
Wednesday	Aug. 28	@ Greenville High School	Greenville High School	4:30PM
Thursday	Aug. 29	Franklin High School	DP&L Tennis Courts (Brooke Gould Park)	4:30PM
Wednesday	Sep. 04	Archbishop Alter HS	DP&L Tennis Courts (Brooke Gould Park)	4:30PM
Thursday	Sep. 05	@ Valley View High School	Valley View High School	4:30PM
Saturday	Sep. 07	@ Centerville Black Doubles Tournament	Centerville Black Doubles Tournament	9:00AM
Monday	Sep. 09	Preble Shawnee H.S.	DP&L Tennis Courts (Brooke Gould Park)	4:30PM
Tuesday	Sep. 10	Chaminade-Julienne H.S.	DP&L Tennis Courts (Brooke Gould Park)	4:30PM
Wednesday	Sep. 11	Miamisburg H.S.	DP&L Tennis Courts (Brooke Gould Park)	4:30PM
Thursday	Sep. 12	Brookville High School	DP&L Tennis Courts (Brooke Gould Park)	4:30PM
Saturday	Sep. 14	@ MVTCA Coach's Cup	MVTCA Coach's Cup	9:00AM
Monday	Sep. 16	@ Troy High School	Troy High School	4:30PM
Tuesday	Sep. 17	Milton-Union High School	DP&L Tennis Courts (Brooke Gould Park)	4:30PM
Thursday	Sep. 19	Miami Valley High School	DP&L Tennis Courts (Brooke Gould Park)	4:30PM
Wednesday	Sep. 25	@ SWBL Championships	SWBL Championships	9:00AM