

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
October 3, 2016
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

D. Recognition of Visitors

E. Executive Session (if necessary)

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

A. The Treasurer recommends approval of the following:

1. Approve minutes of the September 12, 2016 Regular Board Meeting.
2. Approve minutes of the September 29, 2016 Special Board Meeting.
3. Approve Five Year Forecast for FY17.
4. Approve transfer of \$12,500.00 from 001-9414 to 003-9903 Track Improvements.
5. Approve transfer of \$31,000.00 from 001-9414 to 003-9904 Field Improvements.
6. Approve transfer from 001-0000 General Fund to 001-9164 HD#264 QSCB \$135,000.00 principal and \$119,000.00 interest total \$254,000.00.

Motion by _____, seconded by _____, to approve agenda Item II. A.

Discussion

Cooper ___ Parks ___ Pool ___ Shepherd ___ Noble ___

President declares motion _____.

III. Reports

A. Miami Valley Career Technology Center Report – Terry Parks

B. Parks and Recreation Board Report – Keith Shepherd

C. Superintendent’s Report – Dr. Barbara Curry

D. Other Reports

IV. Old Business

V. New Business

A. 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. Michael Stewart
2. Kevin Freckman

Motion by _____, seconded by _____, to approve agenda Item V. A.

Discussion

Cooper ___ Parks ___ Pool ___ Shepherd ___ Noble ___

President declares motion _____.

B. Employment – Non-certificated Substitutes

The Administration recommends employment of the following personnel for the 2016-2017 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. Karla Brewster, Substitute RN
2. Terri Wysong, Substitute Custodian
3. Tammy Rigsby, Substitute Custodian

Motion by _____, seconded by _____, to approve agenda Item V. B.

Discussion

Cooper ___ Parks ___ Pool ___ Shepherd ___ Noble ___

President declares motion _____.

C. Purchase of School Bus

The Administration recommends approval to accept a bid from Cardinal Bus Sales and Service, Inc., to purchase a 2017 Blue Bird T3FE 4004, 84 passenger school bus at a cost of \$90,133.00 with a trade in of Bus 22, 1994 Blue Bird TCF, 70 passenger, handicap bus, for a cash value of \$2,200.00.

Motion by _____, seconded by _____, to approve agenda Item V. C.

Discussion

Cooper ___ Parks ___ Pool ___ Shepherd ___ Noble ___

President declares motion _____.

D. 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 (Attachment A).

Motion by _____, seconded by _____, to approve agenda Item V. D.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

E. Approval of Overnight Student Travel

The Administration recommends approval of the following overnight student travel.

1. High School Wrestling Team and coaches to Findlay, Ohio, December 2-3, 2016.
2. High School Wrestling Team and coaches to Alliance, Ohio, January 13-14, 2017.

Motion by _____, seconded by _____, to approve agenda Item V. E.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

F. Obsolete Items List

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

1. 1994 Blue Bird TCF, handicap bus, VIN number 1BAAHCSA5RF060347, tag number 012385, Transportation Department.
2. Hobart mixer, model 0340, serial number 31-1320-442, tag number 014885/13530, Eaton High School kitchen.
3. GBC4250 Laminator, tag number 07692, East Elementary Library.

Motion by _____, seconded by _____, to approve agenda Item V. F.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

G. Donations

The Administration recommends acceptance of the following donations.

1. From Preble County Retired Teachers Organization, miscellaneous school supplies, to Bruce Elementary.
2. From Sheila Ashcraft, workout equipment, to Eaton High School Athletics, for the wrestling team weight room.

Motion by _____, seconded by _____, to approve agenda Item V. G.

Discussion

Cooper ___ Parks ___ Pool ___ Shepherd ___ Noble ___

President declares motion _____.

H. Executive Session (if necessary)

To discuss the employment of an employee or public 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 Meeting

Regular Meeting

Monday, November 7, 2016 – 6:00 p.m.

Hollingsworth East Elementary

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
Dr. Barbara Curry, 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 2016-2017 swimming season:

- All charges outlined on the 2016-2017 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 2016-2017 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
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ECS Staff & Personnel	*Rates
Custodians	\$25.60 per hour
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.

3. 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.
4. The need for any additional employees not listed above will be charged at the employee's hourly rate.
5. A deposit may be required at the discretion of the Eaton Community School District.
6. All fees associated with the rental of the facility will be paid by the User(s) within thirty (30) days after the event.
7. Additional fees for use of District equipment may apply.
8. 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.
9. Two (2) event supervisors are required for the Performing Arts Center if food will be available during an event.
10. 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

1. 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”).
2. 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.
3. 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 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 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. The use of drugs, alcohol, tobacco or substitute tobacco products are strictly prohibited on school grounds.
13. 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.
14. 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.).
15. 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.
16. 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.
17. 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).
18. 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.
19. 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.
20. 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.