

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary School Cafeteria**  
**October 19, 2020**  
**6:00 p.m.**

**I. Opening of the Meeting**

**A. Call to Order** – President Noble called the meeting to order.

**B. Roll Call** – President Noble called the roll.

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

L. Noble Present T. Parks Present

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

**D. Recognition of Visitors**

There have been no requests for visitors.

**E. Executive Session**

To consider the employment of a public employee or official.

The following individuals were invited to attend: Jeff Parker, MissAnne Imhoff, Rachel Tait, Tricia Cottingim, and Ginnene Wilson.

Motion by Mr. Parks, second by Mr. Beeghly to convene executive session.

Beeghly Y Durham Absent Myers Absent Noble Y Parks Y

President declares motion Passed.

**#2021-023**

President convenes executive session at 6:01 p.m.

President resumes open session at 6:25 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 14, 2020 Regular Board Meeting.
2. Submission of Warrants.
3. Submission of Financial Report.
4. Submission of Investment Report
5. Approve FY21 Appropriation Modification.

Motion by Mr. Beeghly , second by Mr. Parks .

Discussion – None.

Beeghly Y Durham Absent Myers Absent Noble Y Parks Y

President declares motion Passed .

**#2021-024**

**III. Reports**

**A. Miami Valley Career Technology Center Report** – Mr. Parks said MVCTC has a renewal on the ballot in November.

**B. Parks and Recreation Board Report** – Mr. Myers – No Report.

**C. Superintendent Report** – Mr. Parker shared we are down to approximately 238 remote learners. He said if remote learners are struggling, we are strongly recommending they return to in-person learning. Mr. Parker also shared that our enrollment is down this fall to 2,007 students compared to 2,069 in March. Mr. Parker reminded the Board they will be approving the one to one device policy tonight. The goal is to begin implementing Middle School and High School taking devices home nightly second semester.

**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 items A through I 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. Retirement & Resignation**

The Administration recommends approval of the following resignation.

1. Catherine Borucki, Academic Team Advisor – Middle School, resignation effective September 28, 2020.

**B. Employment Classified Exempt Staff**

The Administration recommends the employment of the following personnel for the 2020-2021 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. Tricia Cottingim, Administrative RN, retroactive to September 23, 2020.
2. Ginnene Wilson, Secretary to the Treasurer’s Office, effective November 2, 2020.

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

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2020-2021 school year, as certified by the Preble County Educational Service Center.

1. Eva Collins
2. Kristina Daum

**D. Employment – Non-Certificated Substitutes**

The Administration recommends employment of the following personnel for the 2020-2021 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. Nathan Islamovsky, Substitute Bus Driver for the purpose of athletics.

**E. Employment – Certificated Staff Supplemental Contract**

The Administration recommends approval of the following supplemental contracts for the 2020-2021 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. Anne Gaydosh-Bruce, Student Council Advisor-High School, additional ½ stipend to be full stipend for the 2020-2021 school year.
2. John Groom, Wrestling-Middle School
3. Rebecca Wells, Academic Team Advisor – Middle School

#### **F. 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 2020-2021 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, High School Assistant Wrestling
2. Andrew Dafler, Wrestling-Middle School
3. Morris “Tony” Hargis, 7<sup>th</sup> Grade Boys Basketball
4. Abby King, 8<sup>th</sup> Grade Cheerleading Advisor (Basketball)
5. Abby King, 7<sup>th</sup> Grade Cheerleading Advisor (Basketball)
6. Richard Shafer, 9<sup>th</sup> Grade Boys Basketball

#### **G. Volunteer**

The Administration recommends approval of the following volunteer for the 2020-2021 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Wes Monebrake, Volunteer Wrestling Coach
2. Mark Silvers, Volunteer Wrestling Coach

#### **H. Amend Exempt Classified Employee Handbook**

The Administration recommends approval to amend the Salary and Fringe Benefits Handbook pertaining to the Administrative Assistant to the Superintendent, Account Clerk Budget, Assistant to the Treasurer, Cafeteria Manager, EMIS Coordinator, Central Office Secretary Assigned to the Superintendent, Secretary to the Treasurer’s Office, and Secretary to the Director of Operations, to include the position of Administrative RN, retroactive to September 23, 2020.

#### **I. Amend Resolution #1920-073**

The Administration recommends approval to amend resolution number 1920-073, Item V.I., Employment of Non-certificated Extracurricular Position, of the June 8, 2020 board agenda to reflect the employment of Tim Appledorn as 8<sup>th</sup> Grade Girls Basketball Coach.

Motion by Mr. Parks , second by Mr. Beeghly .

Discussion – None.

Beeghly Y Durham Absent Myers Absent Noble Y Parks Y

President declares motion Passed .

**#2021-025**

### ***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 J 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.

#### **J. Board Policy Updates – Second Reading and Adoption**

The Administration recommends the second reading and adoption of Policy 3220 – OTES 2.0 – Standards-Based Teacher Evaluation, as per the Ohio Department of Education requirements, with implementation occurring at the start of the 2021-2022 school year (Attachment A).

#### **K. Student Device Loan Agreement**

The Administration recommends approval of the Student Device Loan Agreement to allow students to have one-to-one device accessibility (Attachment B).

#### **L. Agreement with the Preble County Educational Service Center**

The Administration recommends approval of an agreement with the Preble County Educational Service Center to provide one (1) substitute Classroom Para Teacher to assist in providing students with academic instruction and intervention.

#### **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 2020-2021 school year (Attachment C).

#### **N. Internship Program**

The Administration recommends approval for the Superintendent to pursue an agreement for internship opportunities with Indiana University East for Technology Support. Technology Support internships would be paid at a rate of \$11.00 per hour with no fringe benefits, at no more than 20 hours per week. Any additional pay or benefits would only be available if provided

by the university, corporate sponsorship, or other outside funding.

### **O. Disposal of Textbooks**

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

1. (26) History of the United State Beginnings, McDougal Littell, 1997.
2. (34) Mastering Ohio's Grade 8 Social Studies, Jarrett Publishing Company, 2006.
3. (34) Show what you know on the OAT for Grade, Show What you Know Publishing, 2006.
4. (36) America: History of Our Nation, Prentice Hall-Pearson, 2014.

### **P. Donations**

The Administration recommends approval of the following donated items:

1. From Clara McCloud, winter coat, to students in need.
2. Anonymous Donation, winter clothing items, to students in need.

### **Q. Obsolete Items**

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

1. (1) Osterizer Blender, tag number 03148, Eaton High School

Motion by Mr. Beeghly , second by Mr. Parks .

Discussion – Mrs. Noble thanked the generous donors.

Beeghly Y Durham Absent Myers Absent Noble Y Parks Y

President declares motion Passed .

## **VI. Adjournment**

Motion by Mr. Parks , seconded by Mr. Beeghly , to adjourn the meeting.

Discussion – None.

Beeghly Y Durham Absent Myers Absent Noble Y Parks Y

President declares motion Passed .

**#2021-026**

President adjourns meeting at 6:50 p.m.

DATE \_\_\_\_\_

PRESIDENT \_\_\_\_\_

TREASURER \_\_\_\_\_

**Upcoming Meeting**

Meeting: Regular Board Meeting  
Date/Time: November 16, 2020 – 6:00 p.m.  
Location: East Elementary School



Book	Policy Manual
Section	Policies Adopted by the Board 10.12.20
Title	OTES 2.0 - REPLACEMENT - STANDARDS-BASED TEACHER EVALUATION
Code	po3220
Status	
Adopted	October 12, 2015
Last Revised	April 9, 2018

### 3220 - **STANDARDS-BASED TEACHER EVALUATION**

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Eaton Classroom Teachers Association (ECTA), and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing OTES Evaluation committee, with continuing participation by District teachers represented by the ECTA, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

#### **Definitions**

**"OTES"** - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, or as otherwise modified by the State Board of Education.

**"Teacher"** - For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or



- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or
- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or
- D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

**"Credentialed Evaluator"** - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

**The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.**

**"High-Quality Student Data"** - means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

**"Value-Added"** - refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State-issued standardized assessments.

**"Evaluation Cycle"** - means the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

**"Evaluation Framework"** - means the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

**"Evaluation Instruments"** - refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric".

**"Evaluation Procedure"** - refers to the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

**"Final Evaluation Rating"** - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle.

### **Standards-Based Teacher Evaluation**

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based upon teacher performance, student growth, and other locally determined criteria.

Each teacher evaluation will result in an evaluation rating of:

- A. Accomplished;
- B. Skilled;
- C. Developing; or
- D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year.

The Board may elect not to evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

The Board may elect not to evaluate a teacher who is participating in the Ohio teacher Resident Educator program in the year during which the teacher takes at least half of the performance-based assessment as prescribed by the State Board of Education for the first time.

### **Professional Growth Plans and Professional Improvement Plans**

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or be placed on a professional improvement plan as follows:

- A. A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan and may choose his/her their credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.
- B. A teacher whose final holistic rating is "skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components determined by the District.
- C. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.
- D. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by the District.
- E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.
- F. The District administration has discretion to place a teacher on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher.

### **Board Professional Development Plan**

In accordance with the Ohio State Board of Education's State-wide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

### **Assessment of Teacher Performance**

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

- A. understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels an;
- B. knowing and understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessments to inform instruction, evaluate and ensure student learning;
- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of student learning and achievement for all students;
- F. collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning; and
- G. assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

### **Formal Observation and Classroom Walkthrough Sequence**

- A. A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator.

The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator." Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

- B. A teacher new to the District or any teacher on a limited contract who is under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic (at least two (2)) classroom walkthroughs.

A teacher who has been granted a continuing contract by the Board and

who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

The Board may evaluate each teacher who has been granted a continuing contract by the Board and who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. Teachers will be provided with at least one (1) observation and post-conference in any year that such teacher is not formally evaluated.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self Assessment Summary Tool.

#### **Formal Observation Procedure**

- A. The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The second observation will be unannounced.
- B. A post-observation conference shall be held after each formal observation.

#### **Informal Observation/Classroom Walkthrough Procedure**

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.

Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

A walkthrough shall consist of at least ten (10) consecutive minutes, but not more than thirty (30) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough will inform the final evaluation.

Feedback from a walkthrough shall be provided after the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

#### **Use of High-Quality Student Data**

At least two measures of high-quality student data will be used as evidence of student learning. The teacher will select student data that will be used in consultation with the evaluator, and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

- A. aligns to learning standards
- B. measures what is intended to be measured
- C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught
- D. demonstrates evidence of student learning (achievement and/or growth)
- E. follows protocols for administration and scoring
- F. provides trustworthy results; and
- G. is fair and unbiased

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

- A. critically analyze and reflect upon results to support improvement and enhancement of student learning
- B. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class
- C. inform and adapt instruction to meet student needs; and
- D. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

In addition to value-added data, the superintendent may select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

Annually, the Superintendent, or designee, shall develop a list of approved high-quality student data in consultation with experts in the field of education and with members of the District's teaching staff.

For the purpose of selecting high-quality student data, the Board defines the term "expert" to include members of the District's administrative team, credentialed evaluators, as well as employees or consultants hired by the educational service center, or another private or public entity to provide expertise on student growth and learning;

### **Final Evaluation Procedures**

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The teacher will confirm receipt of the same.

### **Retention and Promotion Decisions/Removal of Poorly Performing Teachers**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning, and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on

employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

**Definitions:**

**"Retention"** - for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

**"Promotion"** - as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

**"Poorly Performing Teachers"** - refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

**"Comparable Evaluations"** - since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

**Removal of Poorly Performing Teachers**

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the ECTA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the ECTA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's holistic rating.

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Legal R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114, 3319.22, 3319.222  
 R.C. 3319.223, 3319.226, 3319.26, 3333.0411  
 A.C. 3301-35-03(A)  
 Sub. 216 (2018), H.B. 362  
 H.B. 64 (2015)

Last Modified by Jessica Wing on September 11, 2020

## One-to-One Device Acceptable Use Policy

The term “device” is used interchangeably to describe a Chromebook, tablet, or other portable computing device throughout this document. Please sign and return the first page to the school office. To view the full device Policy and Procedures go to

**STUDENT:** I understand and will abide by the Eaton Community Schools Device and Internet Acceptable Use Policy. I further understand that any violation of the regulations outlined is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action.

**PARENT/GUARDIAN:** As the parent or guardian of this student, I have read the Device Use Agreement. I understand that this access is designed for educational purposes. I recognize it is impossible for Eaton Community School District to restrict access to all controversial materials and I will not hold them responsible for materials accessed or acquired on the network. Further, I accept full responsibility for supervision if and when my child’s use is not in a school setting. I hereby give permission to issue a device for my child and certify that the information contained on this form is correct.

**BOTH STUDENT & PARENT/GUARDIAN:** In cases of theft, vandalism, and other criminal acts, a police report, or in the case of fire, a fire report MUST be filed by the student or parent for the protection coverage to take place. A copy of the police/fire report should be provided to the principal’s office. Any additional charge is the responsibility of the student/parent and should be paid before the device can be replaced.

**FEE:** Eaton Community Schools will be charging an annual technology fee of \$15 for students in grades 3 thru 5.

**FEE:** Eaton Community Schools will be charging an annual technology fee of \$60 for students in grades 6 thru 12. For the 2020-21 school year only, this fee will be \$45. When the student enters the 6th grade he or she will be assigned a new device, charger, and case. This device will follow them through 8<sup>th</sup> grade. Upon entering the 9th grade the student will be issued a new device, and that device will follow the student through their years at Eaton High School. If a student attends MVCTC, they will not receive a device for their Junior and Senior years; however they will receive a device through MVCTC. All devices will be collected at the end of each year for routine maintenance. Upon EHS graduation and 100% payment of all fees, a four-year student will receive permanent possession of the device they received in 9th grade. If a student did not attend EHS for 4 years, the device may be purchased at the following pro-rated costs based on the \$60 tech fee per year:

**Attends EHS 1 year or less: \$180**

**Attends EHS less than 2 years but more than 1 year: \$120**

**Attends EHS less than 3 years but more than 2 years: \$60**

**DAMAGE/REPAIRS:** If the device damage is beyond repair and needs to be replaced we will evaluate replacement options on a case by case basis. Student may be responsible for full replacement costs and possible disciplinary action.

### Student Pledge for Device Use:

1. I will take good care of my device and know that I will be issued the same device each year.
2. I will never leave the device unattended.
3. I will never loan out my device to other individuals.
4. I will know where my device is at all times.
5. I will charge my device’s battery daily.
6. I will keep food and beverages away from my device since they may cause damage to the device.
7. I will not disassemble any part of my device or attempt any repairs.
8. I will only use my device in ways that are appropriate and educational.
9. I will not place decorations (such as stickers, markers, etc.) on the district device.
10. I understand that my device is subject to inspection at any time without notice and I have no reasonable expectation of privacy on my device.
11. I will follow the policies outlined in the Device Acceptable Uses Policy & Procedures.
12. I will file a police report in case of theft, vandalism, and other acts that may be covered by insurance.
13. I will be responsible for all damage or loss caused by neglect or abuse.
14. I agree to pay for my device case, device, power cords, and battery in the event any of these items are lost or stolen.
15. I agree to return the device and power cords at the end of each school year in good working condition.
16. I will not attempt to install authorized software or alter the state of the device at any time.

Student Name (please print): \_\_\_\_\_ Grade: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian's Name (please print): \_\_\_\_\_

Parent Email Address: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## One-to-One Device Policy & Procedures

The procedures, policies, and information within this document apply to all devices used at Eaton Community Schools, as well as any other device considered by the principal to come under this policy. Teachers may set additional requirements for use within their classrooms. The term “device” is used interchangeably to describe a Chromebook, tablet, or other portable computing device.

### RECEIVING YOUR DEVICE

Devices will be distributed during the beginning of the school year. Students along with their parents will sign and return the Device Acceptable Usage plan before the device is issued. Devices will be collected at the end of each school year for maintenance, cleaning, and software installations. Students will return their original device each year.

### TAKING CARE OF YOUR DEVICE

Students are responsible for the general care of the device they have been issued by the school. Devices that are broken or fail to work properly should be taken to the Building Media Center.

#### General Precautions

- Food and beverages can damage your device. Students will be responsible for damages caused by food and beverage spills.
- Cords, cables, and removable devices should be inserted carefully into the device.
- Students should never carry their devices while the screen is open, unless directed to do so.
- Always lift and hold your device by its base and not the screen.
- Devices should remain free of any writing, drawing, stickers, or labels that are not the property of Eaton Community Schools.
- Devices should never be left in a vehicle or any unsupervised area.
- Students are responsible for keeping their device’s battery charged for school each day.
- Only charge the device on a solid surface and not on top of fabric.

#### Screen Care

The device screens can be damaged if subjected to rough treatment and are sensitive to excessive pressure.

- Always have clean hands when using your device.
- Do not lean on the top of the device when it is closed. Keep items off of the top of the device.
- Do not poke the screen.
- Do not place anything on the keyboard before closing the lid (e.g. pens, pencils, paper or disks).
- Clean the screen with a soft, dry cloth or anti-static cloth. **Do not use commercial glass cleaners.**

### USING YOUR DEVICE AT SCHOOL

Devices are intended for use at school each day. Students are responsible for bringing their devices to all classes, unless advised otherwise by staff.

#### Devices Left at Home

This device is a tool and part of the learning process; therefore it is to be used daily at school and at home. “Device left at home” is not an acceptable excuse for not submitting work. Violations of this policy may result in disciplinary action.

#### Device Undergoing Repair

Loaner devices may be issued to students when they leave their devices for repair with the technology department. Students are responsible for the care of the loaner while in their possession and are subject to the same policy and procedure agreement signed for the original unit.

### **Charging Your Device's Battery**

Devices should be brought to school each day in a fully charged condition. Students should charge their devices each evening with the case open. In cases where use of the device has caused batteries to become discharged, students may be able to connect their computers to a power outlet in class or building (limited in number). However, do not leave the device unattended.

### **MANAGING YOUR FILES & SAVING YOUR WORK**

Your device may malfunction, however this is not an acceptable excuse for not submitting work. Your work should be maintained in the appropriate drive for the digital classroom. Avoid storing personal music, pictures, and videos as the school will not be held responsible for their loss.

### **SOFTWARE ON DEVICES**

The software originally installed by Eaton Community Schools should remain on the device in usable condition and be easily accessible at all times. If technological difficulties occur or illegal software is discovered, the hard drive will then be reformatted. The school does not accept responsibility for the loss of any data or software deleted due to a re-format or re-image.

### **ACCEPTABLE USE GUIDELINES**

#### **General Guidelines**

- Students are responsible for their ethical and educational use of the technology resources.
- Access to the Eaton Community School District technology resources is a privilege and not a right. Each student and parent will be required to follow the district's policies.
- Transmission of any material that is in violation of any federal or state law is prohibited. This includes: confidential information, copyrighted material, threatening or obscene material, and computer viruses.
- Any attempt to alter data, computer configuration, or the files of another user, without the consent of the individual, school administration, will be considered an act of vandalism and subject to disciplinary action in accordance with the Eaton Community Schools Code of Conduct.
- Teachers have a right to manage and/or restrict student use of the device, software, and Internet.

#### **Privacy and Safety**

- Do not go into chat rooms or send chain letters without permission.
- Do not open, use, or change computer files that do not belong to you.
- Do not reveal your full name, phone number, address, social security number, or passwords to others.
- Remember that storage is not guaranteed to be private or confidential.
- If you inadvertently access a website that contains obscene, pornographic or otherwise offensive material, notify a teacher or principal immediately so the site can be blocked from further access.

#### **Legal Propriety**

- Comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity. If you are unsure, ask a teacher or parent.
- Plagiarism is a violation of the Eaton Community Schools Academic Policies and Procedures. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet.
- Use or possession of hacking software is strictly prohibited and violators will face disciplinary action.

#### **Email**

- Google Apps for Education is the only email approved for school use.
- Always use appropriate language.
- Do not transmit language/material that is profane, obscene, abusive, or offensive to others.
- Do not send mass emails, chain letters, or spam.
- Students should maintain high integrity with regard to email content.
- No email use during class without permission.
- Eaton Community Schools email is subject to inspection by the school.

The student in whose name a system account and/or computer hardware is issued will be responsible at all times for its appropriate use.

**Prohibited technology resources activities include, but are not limited to, the following:**

- Sending, accessing, uploading, downloading, or distributing offensive, profane, threatening, pornographic, obscene, or sexually explicit materials.
- Using email, games, and other technology resources during inappropriate time without permission.
- Downloading or transmitting multi-player game, music, or video files using the school network.
- Vandalizing, damaging, or disabling technology property of the school.
- Accessing another individual's materials, information, or files without permission.
- Using the network or internet for commercial, political campaign, or financial gain purposes.
- Releasing files, home address, personal phone numbers, passwords, or other accessing information.
- Promoting or soliciting for illegal activities.
- Attempting to repair, remove, or install hardware components reserved for authorized technicians.
- Violating copyright or other protected material laws.
- Subscribing to mailing lists, mass email messages, games, or other services that generate several messages than can slow the system and waste other users' time and access.
- Intentionally wasting school resources.
- Bypassing or attempting to circumvent security protocols (firewalls, proxy servers, etc.).
- Sending, accessing, uploading, downloading or distributing pornographic or sexually explicit materials.
- Installing, enabling, launching, or creating programs that interfere with the performance of the network, internet, or hardware technology resources.
- Creating, uploading, or transmitting computer viruses.
- Attempting to defeat computer or network security.
- Using tools or techniques to circumvent or bypass current security configurations (hacking).

**Consequences May Include:**

- Denial of device privileges.
- Suspension with possible long-term suspension or recommended expulsion from school.
- Possible referral to law enforcement authorities.

Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by designated district staff to ensure appropriate use. The district cooperates fully with local, state or federal officials in any investigation concerning or relating to violations of computer crime laws. Contents of email and network communications are governed by the Ohio Open Records Act; proper authorities will be given access to their content.

**PROTECTING YOUR DEVICE**

Awareness is the best protection for any electronic device. Keeping an eye on your device or knowing where it is at all times is the best practice to avoid issues. To protect against mechanical issues, use the device in a practical setting and avoid moving it around while it's running.

**Device Identification**

Student devices will be labeled in the manner specified by the school. Students will not remove Eaton Community Schools property stickers, product key, or serial number sticker. If stickers have or appeared to be falling off, student should take device and sticker to the Building Media Center immediately.

**Devices Left in Unsupervised Areas**

Under no circumstances should devices be left in unsupervised areas. Any computer left unsupervised is in danger of being stolen. Unsupervised devices will be taken by staff to the principal's office. Disciplinary action may be taken for leaving your device in an unsupervised location.

**Intentional or Negligent Damage**

Students are expected to keep the device in good condition. Failure to do so will result in responsibility for paying costs to repair/replace depending upon device condition. The following are the exclusions (considered Intentional damage) that are not covered by the District Device Service Agreement. Students will be responsible for the full cost of repair or replacement:

1. Excessive scratches/wear to device exterior caused by failure to regularly use the protective case as required.
2. Damage caused by repairs made by an unauthorized source. District devices should only be brought for repair to Eaton Community Schools Technology Department.
3. Deliberate damage, neglect or abuse caused by you or others you allow to use your device. This includes intentionally marking, defacing and/or abusing the device. Also damage caused by tampering with hardware components to alter district configurations.
4. Leaving the device unattended or failing to secure it per school recommendations.
5. Leaving the device in an unlocked car, locker, or on the bus.
6. Mysterious disappearance of the device - meaning the device user has no knowledge as to the place, time, or manner of the loss.

### **School District Protection**

In cases of theft, vandalism and other criminal acts, a police report, or in the case of fire, a fire report SHOULD be filed by the student or parent for the protection coverage to take place. A copy of the police/fire report should be provided to the principal's office.

The district will work with the local law enforcement to alert pawnshops and police departments in the area to be aware of this district-owned equipment.

### **School District Fees**

Eaton Community Schools will be charging an annual technology fee of \$15 for students in grades 3-5 and \$60 for students in grades 6-12. If the device damage is beyond repair and needs to be replaced, we will evaluate replacement options on a case by case basis. The \$15 fee covers:

- Accidental Device Insurance.
- All other costs are assumed by the district

The \$60 fee includes:

- Accidental Device Insurance
- The device protective case
- Use of the device at school and at home
- Distribution of loaner devices
- User device support
- Operating System Support
- Software Configuration Support
- Reimaging the device
- Coordination of warranty/insurance repairs

Costs not covered by insurance that students are responsible for if lost or stolen:

- Charger (\$ )
- Case (\$ )
- Replacing keys that were removed
- Replacing the keyboard if keys have been intentionally removed beyond quick repair

### **Procedure to open a service request with the Eaton Community Schools Technology Department**

1. All service requests must be made to the Eaton Community Schools Technology Department through the Media Center Specialist.
2. If a student experiences an issue with their device while in class, they will notify the teacher of the issue.
3. If a student has an issue with his/her device while at home, the student must bring the device following school day to the Building Media Center where a ticket will be submitted.

4. If the Eaton Community Schools Technology Department does not have an immediate resolution, and the unit is inoperable, the student will be issued a loaner device upon availability to use during the school day until the problem with their device has been resolved.
5. Students will be notified when their issue has been resolved.

Service and repairs will be documented and reviewed to ensure the proper use and/or maintenance of the devices. Excessive requests for service/repair are subject to review by the school administration and may result in denial of device usage up to the end of the school year.

### **Children's Internet Protection Act (CIPA)**

The Children's Internet Protection Act was put in place to help control and limit access to unacceptable, vulgar, illegal, and offensive content in public places like schools and libraries.

### **Filtering**

Eaton Community School District runs filters on all internet connections to help prevent access to pornographic, obscene, and any other content that may be harmful to minors. Eaton Community School District staff will be present to supervise students while in school. The filtering content is updated on a constant basis so that harmful content is being blocked. This filter on the device functions at school and at home.

### **Access by minors to harmful content**

Since filters are not perfect, staff is instructed to supervise the computers the students are using to assure no harmful content is accessed. In the case harmful content is accidentally accessed, students are to immediately report the incident to the staff member that is in the presence of the computer, and the staff member is to report the harmful content to principal and the so that the content can be manually blocked. If a minor purposefully tries accessing or gets access to harmful content, that minor's privileges can be taken away for computer and internet access. Other consequences will be determined by the administrator for the violation. The harmful content will then be manually blocked if the filter missed it.

### **Unauthorized access**

Using tools and/or techniques to circumvent or bypass current security configurations ("hacking") will be considered a violation of this policy and will be subject to disciplinary procedures as outlined. Hacking tools are explicitly prohibited. Any unlawful activities are strictly prohibited and the offender will be prosecuted in accordance with state law.

### **Unauthorized disclosure**

Unauthorized disclosure, use, and dissemination of personal identification information regarding minors is strictly prohibited. Staff will take all precautions necessary to insure students' identification safety.

### **Enforcement**

Violations of the policy will be handled consistently with Eaton Community School District disciplinary procedures applicable to the relevant person or persons. Student violations may be subject to warnings, suspend, blocked, or restricted access to network resources, detention, and suspension of school activities and/or suspended from school.

Violations of state and federal laws will result in legal prosecution. Examples of these laws include but are not limited to: Cyber Laws, Federal Communities Laws, Federal Wire Tap Laws, Homeland Security Act, National Information Infrastructure Protection Act of 1996, Computer Fraud and Abuse Act, Electronic Communications Privacy Act, Children's Online Privacy Protection Act, and Digital Millennium Copyright Act.

**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 2020-2021 swimming season:

- All charges outlined on the 2020-2021 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 2020-2021 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: \_\_\_\_\_

(11/2017)



**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.

<b>Buildings &amp; Rooms</b>	<b>Rates</b>
<b>Performing Arts Center</b> (Event Supervisor(s) Required)	<b>*\$375.00 per hour</b> *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.
<b>Athletic &amp; Wellness Complex – Stadium</b> (Includes Football Field & Track)	<b>*\$375.00 per hour</b> *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.
<b>Athletic &amp; Wellness Complex – Concession Stand</b> (Kitchen Staff Required)	<b>\$35.00 per hour</b>
<b>Athletic &amp; Wellness Complex – Wellness Room</b>	<b>\$25.00 per hour</b>
<b>Kitchens – All Buildings</b> (Kitchen Staff Required)	<b>\$35.00 per hour</b>
<b>Cafeterias – All Buildings</b>	<b>\$50.00 per hour</b>
<b>Gymnasiums – All Buildings</b>	<b>\$100.00 per hour</b>
<b>Auxiliary Gymnasiums – All Buildings</b>	<b>\$75.00 per hour</b>
<b>Media Centers – All Buildings</b>	<b>\$25.00 per hour</b>



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

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

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.

15. The use of 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.