

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
November 7, 2016
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.

R. Cooper Present L. Noble Present T. Parks Present

B. Pool Present K. Shepherd Present

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

D. Recognition of Visitors

1. Scott Burnett and Joe Ferriell, Eaton High School PE Teachers, and Cheyenne Gregg, High School Student, shared about the High School Archery Program.

E. Executive Session (if necessary)

To discuss the employment of a public employee or official.

Dr. Curry, Rachel Tait, and Terri Wysong were invited to participate in executive session.

Motion by Mr. Shepherd, second by Mr. Pool, to convene executive session.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-066

President convenes executive session at 6:14 p.m.

President resumes open session at 6:19 p.m.

F. Other Opening Business – None.

II. Treasurer's Business – Rachel Tait

A. The Treasurer recommends approval of the following:

1. Approve minutes of the October 3, 2016 Regular Board Meeting.
2. Approve minutes of the October 24, 2016 Special Board Meeting.

3. Submission of Warrants for September and October.
4. Submission of Financial Report for September and October.
5. Submission of Investment for September and October.
6. Approve FY17 Supplemental Appropriations.
7. Approve Then and Now purchase order to ProGrade in the amount of \$13,520.00.
8. Approve Then and Now purchase order to Rachel's Challenge in the amount of \$4,800.00.
9. Approve Then and Now purchase order to Moody's Investor Service in the amount of \$18,000.00.
10. Approve creation of new 200 fund for Project Lead the Way.
11. Approve agreement with GovDeals for the District to sell surplus equipment/items through GovDeals' website (Attachment A).

Motion by Mr. Parks, seconded by Mr. Shepherd, to approve agenda Item II. A.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-067

B. Settlement Agreement with Frisch's Restaurants, Inc.

The Administration recommends approval of the Settlement Agreement with Frisch's Restaurants, Inc. (Attachment B).

Motion by Mr. Pool, seconded by Mr. Cooper, to approve agenda Item II. B.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-068

III. Reports

- A. Miami Valley Career Technology Center Report** – Mr. Parks said there will be a meeting tomorrow night. Abigail Adkins from Eaton was chosen "Student of the Month" from the Early Childhood Program.

- B. Parks and Recreation Board Report** – Mr. Shepherd shared his report.
- C. Superintendent's Report** – Dr. Curry introduced MissAnne Imhoff and OIP.
- D. Other Reports** – MissAnne Imhoff, Supervisor of Curriculum and Instruction, presented on OIP and the 5 Step Process.

IV. Old Business

Mr. Shepherd said he and his wife attended the first responder breakfast. He said it was a wonderful breakfast and that five young men sat at his table. He said he was so impressed with these students.

Mr. Pool brought up his concern regarding eliminating paper report cards. Mr. Parks expressed his concern, too.

V. New Business

A. Employment – Classified

The Administration recommends the employment of the following personnel for the 2016-2017 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. Terri Wysong, Cafeteria Worker, effective November 16, 2016

Motion by Mr. Parks, seconded by Mr. Pool, to approve agenda Item V. A.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-069

B. Employment – Certificated Staff Supplemental Contract

The Administration recommends the following supplemental contract for the 2016-2017 school year or as noted. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Cheryl Mellen, Assistant Dramatics Director – ½ stipend (fall)

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V. B.

Discussion – None.

Cooper Y Parks N Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-070

C. Employment – Certificated Staff Supplemental Contract

The Administration recommends the following supplemental contract for the 2016-2017 school year or as noted. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Emily Pioske, Musical Vocal Director

Motion by Mr. Cooper, seconded by Mr. Pool, to approve agenda Item V. C.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-071

D. 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. Jana Bateman
2. Brent Cavendish
3. Analeah Garey
4. Mary Mendenhall
5. Suzanne Gee
6. Abbey Van Gorden-White
7. Kyle Wright
8. Brian Underwood

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V. D.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-072

E. Employment – Non-certificated Staff – Athletics

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 2016-2017 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Bo Maggard, Middle School Wrestling Coach – ½ Stipend

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V. E.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-073

F. 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. Teresa Cook, Substitute Custodian
2. Teresa Cook, Substitute Cafeteria Worker
3. Tammy Rigsby, Substitute Cafeteria Worker

Motion by Mr. Cooper, seconded by Mr. Pool, to approve agenda Item V. F.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed .

#1617-074

G. Amend Resolution #1617-053

The Administration recommends amending resolution 1617-053 of the October 3, 2016 board meeting to reflect the employment of Tammy Rigsby, Substitute Custodian, effective November 7, 2016.

Motion by Mr. Parks , seconded by Mr. Shepherd , to approve agenda Item V. G.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed .

#1617-075

H. SouthWest Ohio Computer Association

The Administration recommends approval of the SouthWest Ohio Computer Association (SWOCA) to provide remote backup of student and staff data, beginning January 1, 2017, at a rate of \$410.00 per month, on a month by month basis.

Motion by Mr. Shepherd , seconded by Mr. Cooper , to approve agenda Item V. H.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed .

#1617-076

I. Agreement with the Preble County Educational Service Center for Substitute Para-Professionals

The Administration recommends approval of an agreement with the Preble County Educational Service Center to provide four (4) substitute para-professionals to provide instructional training to at risk students at East Elementary and Bruce Elementary. Positions to be paid for through grant money.

Motion by Mr. Cooper , seconded by Mr. Pool , to approve agenda Item V. I.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-077

J. Cooperative Agreement Between Preble County Agencies

The Administration recommends approval of the cooperative agreement between Family and Children First Council, Preble County General Health District, Help Me Grow, Butler County ESC, Preble County Head Start, Preble County Local Education Agencies, Preble County ESC, Preble County Board of Developmental Disabilities, Early Intervention Council on Rural Services, Preble County Early Head Start and Preble County Job and Family Services regarding provision of services for children birth through age 5, including children with disabilities enrolled in early childhood programs/services.

Motion by Mr. Cooper, seconded by Mr. Pool, to approve agenda Item V.J.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-078

K. Resolution

The Administration recommends approval of the following resolution enacted by the Eaton Community Schools Board of Education of Preble County, Ohio, hereinafter referred to as the Applicant, in the matter of the stated described project.

WHEREAS, the United States Congress has set aside monies for Safe Routes to School Projects through the State of Ohio, Department of Transportation; and

WHEREAS, Applicants can apply for these monies and be selected for funding by the State of Ohio, Department of Transportation; and

WHEREAS, the School Travel Plan is an activity eligible to receive federal transportation funding; and

NOW, THEREFORE BE IT ORDAINED by the Eaton School Board, State of Ohio, that:

SECTION ONE: The City of said Applicant is hereby empowered on behalf of the Applicant to prepare and execute an application for SRTS School Travel Plan Development for the stated described project and to submit same to the State of Ohio, Department of Transportation.

SECTION TWO: If awarded the project, no funding will be reimbursed to applicants for School Travel Plan Development. Applicants will be asked to provide information, develop a team, and work with ODOT on plan development. The Applicant further agrees to pay One Hundred Percent (100%) of the cost over and above the work provided by the State of Ohio, Department of Transportation.

SECTION THREE: Upon completion of the described Project, the Applicant shall:

- Provide completed School Travel Plan with adequate community endorsements.

SECTION FOUR: If the application is approved for the STP Development the City of said Applicant is hereby empowered on behalf of the LPA to enter into a contract with the Director of the Ohio Department of Transportation necessary to complete the above described project.

This resolution is hereby declared to be an emergency measure to take effect and be in force immediately upon its passage to meet the Safe Routes to School application deadline.

Motion by Mr. Parks, seconded by Mr. Shepherd, to approve agenda Item V. K.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-079

L. Free Use of Facilities

The Administration recommends approval of the following organization to be approved for free use of facilities.

1. Eagles Baseball

Motion by Mr. Shepherd, seconded by Mr. Parks, to approve agenda Item V. L.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-080

M. Obsolete Items List

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

1. 1 set of 1997 World Book Encyclopedias, with no monetary value to the district, Eaton High School.
2. 7 dictionaries, copyright dates 1988-2001, with no monetary value to the district, Eaton High School.
3. 1 Thesaurus, with no monetary value to the district, Eaton High School.
4. 10 VHS videos for grades 6-12, Eaton High School.
5. 1 Printek Printer, tag number 10916, Treasurer's Office.
6. 1 Paper Burster model 5130, tag number 10895, Treasurer's Office.
7. 1 Printer table for Printek, tag number 10917, Treasurer's Office.
8. 1 Burster table/stand, tag number 10984, Treasurer's Office.
9. 1 wooden wall coat rack, Treasurer's Office.
10. 1 Asus computer monitor, Treasurer's Office.
11. 1 bulletin board (pink), Treasurer's Office.
12. 3 pictures, Treasurer's Office.

Motion by Mr. Parks, seconded by Mr. Cooper, to approve agenda Item V. M.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-081

N. Donations

The Administration recommends acceptance of the following donations.

1. From Jeffrey Ober, monetary donation for the Bruce Elementary library.
2. From an anonymous donor, monetary donation for Bruce Elementary technology.
3. From the Preble County Retired Teachers Organization, miscellaneous school supplies for Bruce students.
4. From Randy Howett, basketball nets for East Elementary playground.
5. Monetary donations from the following individuals for the High School Football Team:
 - a. Kee Printing
 - b. Louis C. Walker III
 - c. William S. Clayton II & Nancy Clayton

- d. Kramer & Kramer, Inc.
- e. Michael R. Albright
- f. James L. Brown
- g. Michael L. & Lisa J. Broermann
- h. Charles Armacost III
- i. David E. & Sandra Cail
- j. Timothy S. & Shelley M. Barney
- k. Michael D. & Charlotte E. Akers
- l. George E. & Deborah S. Henry
- m. Dan A. & Mary E. Weadick
- n. Dr. Mark Vosler
- o. K.A. & D.M. Murphy
- p. Jonathon L. & Lindsey M. Dues
- q. Accent Communication Services, Inc.
- r. James C. & Meredith R. Cameron
- s. Dean A. Fleenor
- t. Chris Smith

Motion by Mr. Shepherd, seconded by Mr. Pool, to approve agenda Item V. N.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-082

O. Executive Session (if necessary)

Pursuant to R.C. 121.22(G)(5), the Board will adjourn into executive session to discuss matters required to be kept confidential by federal law and state statute, specifically 20 U.S.C. § 1232g and R.C. 3319.321.

Dr. Curry, Rachel Tait, and Joe Scholler were invited to participate in executive session.

To discuss the employment of an employee or public official.

Dr. Curry and Rachel Tait were invited to participate in executive session.

Motion by Mr. Shepherd, seconded by Mr. Parks, to convene executive session.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-083

President convenes executive session at 7:18 p.m.

President resumes open session at 8:32 p.m.

VI. Adjournment

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

#1617-084

President adjourns meeting at 8:33 p.m.

DATE_____

PRESIDENT_____ TREASURER_____

Upcoming Board Meeting

Regular Meeting

Monday, December 12, 2016 – 6:00 p.m.
Hollingsworth East Elementary

GovDeals

Financial Settlement Services (FSS) Addendum

This Addendum is between GovDeals, Inc. (GovDeals), having its principal place of business at 100 Capitol Commerce Blvd. Suite 110, Montgomery, Alabama 36117, and _____ (Client) having its principal place of business at _____.

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into as of the 7th day of November, 2016, by and between Frisch's Restaurants, Inc. ("Frisch's"), and the Eaton Community School District Board of Education (the "District") for the sole consideration set forth herein.

WHEREAS, on March 29, 2016, the District filed a complaint with the Preble County Board of Revision (the "BOR") requesting an increase to the true and taxable values assigned to Preble County Permanent Parcel No. 1140000601402006000, which is located at 1206 North Barron Street (the "Property") for tax year 2015; and

WHEREAS, On August 22, 2016, the Preble County Board of Revision issued a decision in which it determined the total fair market value of the property for Tax Year 2015 to be \$495,000. Thereafter, the District appealed the decision of the Board of Revision to the Ohio Board of Tax Appeals, where it was assigned case no. 2016-1513.

WHEREAS, Frisch's and the District, having taken into account (1) the potential for increase or decrease in real estate taxes upon the Property for tax years that could arise from the prosecution of the complaint, (2) the additional legal and appraisal costs each party would respectively bear in such prosecution, (3) the risk of an adverse determination of each party's respective position in such prosecution, (4) the respective adverse effects that further delay in the resolution of this dispute would have upon the parties, and (5) the net advantage to each of the respective parties and the District's students of the resolution embodied herein, now wish to fully resolve and dispose of any and all matters and issues between them relating to the valuation of the Property for tax year 2015 through this Agreement.

NOW THEREFORE, for the valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In consideration for the District filing a dismissal of its appeal with the Board of Tax Appeals, and in settlement of the matters raised by the appeal, Frisch's shall pay the District the sum of \$4,000.00 (the "Settlement Amount"). The payment process shall be as set forth in the following paragraphs.
 - A. Payment of the Settlement Amount shall be made in the form of a certified check, cashier's check, or attorney's check made payable to the "Eaton Community School District Board of Education" and delivered to counsel for the District at the following address:

Stephen Lane, Esq.
7419 Kingsgate Way
West Chester Township, OH 45069

- B. Within three (3) business days of its receipt of the Settlement Amount, the District shall file with the BTA a dismissal of its aforementioned appeal.
 - C. The parties acknowledge and agree that the payment of the Settlement Amount is deemed full compensation for, and settlement of, the District's tax for tax years 2015 and 2016.
- 3. Except as provided in the next paragraph, the District and Frisch's and their successors, heirs, assignees agents, board members, tenants and attorneys hereby agree not to file a tax Complaint with the Preble County Board of Revision with respect to the Property's fair market value for tax year 2016. Neither party will file or pursue a Complaint with the Preble County Board of Revision within the triennial starting with tax year 2017 for any value other than the current valuation of \$495,000.
 - 4. The parties hereto acknowledge that this Agreement in no way alters Frisch's obligations to pay real estate taxes properly assessed and billed against the Property by the appropriate governmental authorities. The parties agree that the payment terms set forth above, the consideration given to the District, and the entering into this Agreement are not to be construed in any manner as an admission by Frisch's of any real estate tax liability, as an admission to any past valuation of the Property, or as an admission to any future valuation of the Property.
 - 5. National Retail Properties, L.P., the property owner, is an intended third party beneficiary of this Agreement, and may directly bring an action to enforce the same or for damages for breach hereunder.
 - 6. The WHEREAS clauses are hereby incorporated into the Agreement by reference.
 - 7. In the event any provision or term of this Agreement is found to be void or unenforceable to any extent and for any reasons, it is the agreed upon intent of the parties hereto that all remaining provisions or terms of this Agreement shall remain in full force and effect to the maximum extent permitted if the economic substance of this Agreement is not materially changed thereby and that this Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part hereof.
 - 8. This Agreement sets forth the entire Agreement between the parties and fully supersedes any and all other prior agreements or understandings between the parties pertaining to the subject matter hereof. No provision of this Agreement may be modified, waived, or discharged unless the waiver, modification or discharge is agreed to in writing and signed by the parties. No agreements, or representations, oral or otherwise, express or implied, with respect to the subject matter hereof, have been made by either party that are not set forth expressly in this Agreement.

9. The parties agree that they have read this Agreement, have retained legal counsel, understand its terms, and voluntarily accept the consideration recited above for the purpose of making a full and complete compromise, adjustment, and settlement of any and all claims.
10. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio, and the parties consent to the jurisdiction of a court of competent jurisdiction in the event that this Agreement is breached.
11. The parties represent that the persons signing the Agreement on behalf of Frisch's and the District do so with the authority to bind Frisch's and the District, respectively, to all the terms of the Agreement, and that all necessary action has been taken by both parties to empower Frisch's and the District, through their authorized representatives, to execute and deliver the Agreement and all other documents required to implement same.
12. This Agreement may be executed in two or more signature counterparts, each of which shall constitute an original, but all of which taken together shall constitute but one and the same instrument.

Frisch's Restaurant, Inc.:

District:

Eaton Community School District Board of
Education

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

