

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
October 21, 2019
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 Present L. Noble Present

T. Parks Present B. Pool Present

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

D. Recognition of Visitors

1. Joe Ferriell, Middle School Football Coach, and players to discuss donations. Coach Ferriell and Middle School Football Players shared information about the Middle School locker room project they did this Summer.
2. Jeff Lefkovitz, DataServ Representative, and Marc Hopkins, SWOCA Representative, to provide an update on the work Eaton Schools, DataServ and SWOCA have been doing the past 10 months and the future.

E. Executive Session

To consider the employment of a public employee or official.

The following individuals are invited to attend: Jeff Parker, Rachel Tait, MissAnne Imhoff, Matt Robbins, and Lori Pierce.

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

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1920-015

President convenes executive session at 6:19 p.m.

President resumes open session at 6:32 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 9, 2019 Regular Board Meeting.
2. Approve transfer of \$12,500.00 from 001-9414 to 003-9903.
3. Approve transfer of \$31,000.00 from 001-9414 to 003-9904 Field Improvements.
4. Approve transfer from 001-0000 General Fund to 001-9164 HB#264 QSCB \$140,000.00 principal and \$119,000.00 interest total \$259,000.00.
5. Return of advance of \$66,865.12 to 001 0000 General Fund from 516 9220 Title IIB FY20.
6. Return of advance of \$18,768.42 to 001 0000 General Fund from 572 9220 Title I FY20.
7. Return of advance of \$1,673.84 from 001 0000 General Fund to 587 9220 Preschool Special Education FY20.
8. Approve FY20 Appropriation Modification.
9. Return of advance of \$2,807.67 to 001 0000 General Fund from 590 9220 Title II-A FY20.
10. Return of advance of \$29,151.75 from 001 0000 General Fund to 599 9220 Title IV-A FY20.
11. Approve Then and Now purchase order to World's Finest Chocolate for \$6,940.00.
12. Approve moving Laura White to Masters on the pay scale, effective October 9, 2019.

Motion by Mr. Pool, seconded by Mr. Parks

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1920-016

III. Reports

- A. Miami Valley Career Technology Center Report** – Mr. Parks gave an update on MVCTC's building project. He said the estimated date of completion will be September 2023.
- B. Parks and Recreation Board Report** – Mr. Durham – No report.
- C. Superintendent Report** – Mr. Parker shared that Cleveland.com looked at median household income and adjusts report card data bases on median income. Based on that, Eaton is ranked 18th of 608 districts in the state. The Volleyball team plays in tournament on Wednesday. Mr. Parker gave an update on last Tuesday's Crisis PD day. Mr. Parks said he would like to have a party for the Staff to recognize everyone for their hard work and the ranking of 18th based on median household income.
- 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 H 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. Employment – Non-certificated Employee

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

1. Lori Pierce, Bus Driver, effective November 5, 2019.

B. Employment – Certificated Staff Supplemental Contracts

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

1. Elizabeth Geoit, Reserve Cheerleading Advisor (Basketball)
2. Michelle Moore, Dramatics Assistant Director – High School, additional ½ stipend to be a full stipend.

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 2019-2020 school year, as certified by the Preble County Educational Service Center. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements.

1. Olivia Augspurger
2. Kerry Oliver
3. Linda Schnur
4. Kelly D. Smith
5. Courtney Townsend

D. Substitute Teacher Incentive Pay

The Administration recommends approval of substitute teacher incentive pay in addition to the regular daily rate; to be paid in the following manner on a monthly basis:

10 whole days of work = \$100.00

15 whole days of work = \$150.00 (10 days at \$100.00 plus \$50.00 for days 11-15)

20 whole days of work = \$200.00 (15 days at \$150.00 plus \$50.00 for days 16-20)

E. Employment of Non-Certificated Substitute

The Administration recommends employment of the following personnel for the 2019-2020 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

1. Carrie Keister, Substitute Educational Aide
2. Kaleb Wilson, Substitute Custodian

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 2019-2020 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Gerald Cornett, 7th Grade Boys Basketball
2. Joel Eck, 8th Grade Boys Basketball
3. John Hitchcock, Varsity Boys Tennis
4. Richard Shafer, 9th Grade Boys Basketball

G. Volunteer

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

1. Mark Silvers, Volunteer Wrestling Coach

H. Out-of-State Employee Travel

The Administration recommends approval for Callie George, Speech Pathologist, to attend the Orton-Gillingham Training in Indianapolis, Indiana, December 2, 2019.

Motion by Mr. Parks, seconded by Mr. Pool

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed .

#1920-017

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 I 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.

I. 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 2019-2020 school year (Attachment A).

J. Contract for Professional Services

The Administration recommends approval of the agreement with the Preble County Educational Service Center to provide a Speech/Language Pathologist for one additional day per week for a total of 4 days per week during the 2019-2020 school year (Attachment B).

K. Contract for Professional Services

The Administration recommends approval of the agreement with the Preble County Educational Service Center to provide a Substitute Classroom Para-Teacher as needed during the 2019-2020 school year (Attachment C).

L. Agreement with Butler County Educational Service Center

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

M. Agreement and Memorandum of Understanding with School Smiles Group, Inc.

The Administration recommends approval of the agreement and memorandum of understanding with School Smiles Group, Inc., to provide on-site dental care for students (Attachment E)

N. Purchase of Maintenance Truck with Lift

The Administration recommends approval to accept a bid from 56 Auto Sales, to purchase a purchase a 2008 Ford Super Duty F-450 DRW with man lift, to be used by the maintenance department, at a cost of \$20,000.00.

O. Disposal of Obsolete Textbooks

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

1. (132) Course 3 Mathematics Common Core, Prentice Hall, Copyright 2013.
2. (90) Algebra 1 Common Core, Pearson, Copyright 2012.

P. Obsolete Items

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

1. (1) Scotsman Ice Maker, tag number 014970, Wellness Center Concessions.
2. (1) 2004 Blue Bird All American, 72 passenger school bus, VIN 1BABHC0AX4F216706, tag number 12639, Transportation Department.

Q. Donations

The Administration recommends acceptance of the following donations.

1. From Marvin Horton, iPad case and monetary donation towards iTunes account, to be used with the English Language Learner iPad.
2. From Marvin Horton, Feeling Buddies Self-Regulation Deluxe Toolkit, to the Special Education Department.
3. From Silfex, Inc., monetary donation, to the middle school football program.
4. From Gilman Home Center, oscillating wall fans, to the middle school football program.
5. From Preble County Ace Hardware, paint, to the middle school football program.
6. Henny Penny Corporation, stainless steel "squeagle", to the middle school football program.
7. Preble County Agricultural Society, monetary donation, to the middle school football program.

Motion by Mr. Beeghly, seconded by Mr. Durham

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1920-018

VI. Adjournment

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

Discussion – None.

Beeghly Y Durham Y Noble Y Parks Y Pool Y

President declares motion Passed.

#1920-019

President adjourns meeting at 7:00 p.m

DATE_____

PRESIDENT_____

TREASURER_____

Upcoming Meeting

Meeting: Regular Board Meeting
Date/Time: November 18, 2019 – 6:00 p.m.
Location: East Elementary School

**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 2019-2020 swimming season:

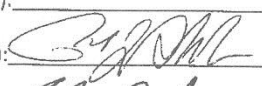
- All charges outlined on the 2019-2020 swimming pool rental proposal shall be waived (\$0).
 - Post season practices and meets (Interscholastic competitions), lifeguards, pool or facility maintenance, equipment and custodial charges.
 - Any fee or charge to be billed to Eaton Community Schools shall 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 2019-2020 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: 9-19-19

Program Director (YMCA):  _____

Date: 9/17/19

CONTRACT FOR PROFESSIONAL SERVICES

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

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

Agrees to provide a speech/language pathologist to assist Eaton Community School's staff with providing speech services to their students as directed by Eaton Community Schools for one day per week. This is an addition to the three days per week on the State Foundation Contract.

The Eaton Community Schools, agrees to pay the

Sum of approximately Sixteen Thousand Six Hundred Forty Five Dollars (\$16,645.00). Final costs to be determined in June of 2020 as part of the final State Foundation Contract settle-up.

by Eaton Community Schools

by Preble County Educational Service Center

Board President

Board President

Treasurer

Treasurer

Date

Date

CONTRACT FOR PROFESSIONAL SERVICES

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

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

Agrees to employ one (1) certified teacher on a substitute, when called as needed basis, during the 2019-2020 School Year, to serve as a Substitute Classroom Para-Teacher to assist teachers in providing students with academic instruction and intervention as assigned by Eaton Community Schools.

The Eaton Community Schools, agrees to pay the

Sum of approximately, Four Thousand Two Hundred Seventy Nine and 80/100 Dollars (\$4,279.80) according to the estimated budget that is attached. Any follow-up costs to this employment in succeeding years (i.e., unemployment expense) that is incurred will also be included.

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

by Eaton Community Schools

by Preble County Educational Service Center

Board President

Board President

Treasurer

Treasurer

Date

Date

ATTACHMENT

SUBSTITUTE
PARA-
TEACHER

Salary per Day	\$50.00
Total Cost Per Day	\$61.14
Number of Work Days	<u>70</u>
GRAND TOTAL	<u><u>\$4,279.80</u></u>

**AGREEMENT BETWEEN
EATON COMMUNITY SCHOOLS
AND
BUTLER COUNTY EDUCATIONAL SERVICE CENTER,
FOR
SUCCESS PROGRAM**

The Butler County Educational Service Center (BCESC) and Eaton Community Schools (ECS) within Preble County will jointly provide services to students and families in need under the following conditions:

1. BCESC and ECS agree to collaborative operation and delivery of services to children in ECS.
2. The BCESC will supervise the delivery of Success Program services to children and their families. The BCESC will oversee the supervision/evaluation of BCESC staff (with input from ECS) and will oversee the communication among partnering agencies.
3. The BCESC will provide a minimum of one Community School Liaison and related supervision, training, laptop computer, travel and cell phone.
4. ECS will provide a private place for staff to work, internet access and networking at each school served, ECS email account, access to information for students online, and printing/copying capability.
5. ECS will be billed a minimum of \$20,000 (additional funds may be required) for Success services for the 2019-2020 school year. ECS will be invoiced for services in December, 2019 and April, 2020 by the BCESC.

This agreement will be in effect from August 1, 2019-July 31, 2020.

Both parties agree to resolve disputes over obligations set forth in this agreement as reasonably as possible. However, this agreement or parts of this agreement can be terminated by either party for cause provided that either party provide written notice to the other party of the defaults that are claimed to have occurred and give the party ten (10) days within which to cure such defaults. In the event that the defaults are not cured, notice in writing will be given to the defaulting party and this agreement will terminate within thirty (30) days of such notice.

Administration coordination for this agreement will be the responsibility of designated individuals of ECS and the BCESC. These individuals will be responsible for the

implementation and monitoring of this contract and will meet regularly to review the progress of the agreement.

Graham Pritchard
Board President, Butler County ESC

date _____

Treasurer, Butler County ESC

date _____

Board President, Eaton Community Schools

date _____

Treasurer, Eaton Community Schools

date _____

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made on this ____ day of _____, 20__, by and between School Smiles Group Inc. ("School Smiles") and the Eaton Community Schools (the "District");

WITNESSETH:

WHEREAS, School Smiles is a comprehensive dental program servicing school systems;

WHEREAS, as a condition to School Smiles providing dental services to students at the District (the "Services"), the District has required that School Smiles enter into this Indemnification Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INDEMNIFICATION AND HOLD HARMLESS

School Smiles, to the fullest extent permitted by law, shall indemnify, hold harmless and defend District and any of its officers, directors, employees, or agents from and against claims, losses, damages, liabilities, including reasonable attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligent acts or willful misconduct of School Smiles its officers, directors, employees, or agents.

B. INSURANCE

School Smiles will purchase and maintain the following insurance coverage:

- 1) Workers' compensation insurance (including occupational disease coverage) as required by state and federal law;
- 2) Commercial general liability coverage with a limit of at least \$1,000,000, per occurrence and \$3,000,000 in the aggregate, for bodily injury and property damage. The limit may be reached through a combination of primary and umbrella/excess liability policies.
- 3) Business auto liability insurance of at least \$1,000,000 on all vehicles owned, leased, or operated by School Smiles;
- 4) Professional liability coverage with a limit of at least \$1,000,000 per claim in the aggregate; and
- 5) Umbrella liability coverage of at least \$5,000,000.

School Smiles agrees to furnish School with Certificates of Insurance evidencing that the aforesaid insurance coverage is in full force.

C. AMENDMENT

This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

D. CHOICE OF LAW

The validity, construction and operation of this Agreement shall be governed by the laws of the State of Ohio without regard to its principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SCHOOL SMILES GROUP INC.

By: _____

Printed: _____

Its: _____

Date: _____

Eaton Community Schools

By: _____

Printed: _____

Its: _____

Date: _____

School Smiles Group, Inc.
1499 Windhorst Way, Suite 100
Greenwood, IN 46143

MEMORANDUM OF UNDERSTANDING

TO: Eaton Community School District, OH

FROM: Elizabeth McClure, Director of Marketing & Sales
School Smiles On-site Dental

DATE: October 17, 2019

SUBJ: School Smiles Oral Health Program for the Eaton Community School District, OH

The following represents the School Smiles Group Inc.'s ("School Smiles") proposal to provide portable on-site dental services for Eaton Community School District, OH ("District"). This program is not mandated and is a voluntary participation program for any of the schools and/or students within the District. The program will be available to any Eaton Community School ("School") which chooses to participate and there is no commitment for any School nor the District requiring they use the School Smiles Dental Program.

District Offices:

Eaton Community School District
306 Eaton Lewisburg Rd
Eaton, OH 45320

School Smiles will provide portable on-site comprehensive dental care to School(s) of the Eaton Community School District on an as needed basis for preventative services with a minimum of every six months. In addition, treatment dates will then be coordinated with each School and scheduled as needed for follow up elective or routine care appointments. **Services include, but are not limited to: routine examinations, cleanings, x-rays, fluoride treatments, sealant placement, restorations, extractions, crowns and oral hygiene instruction.** All correspondence with parents, patient records and insurance (if applicable) are coordinated and maintained by School Smiles and are HIPAA compliant. **There are no obligations or cost at any time for the School or District to schedule School Smiles. Either party may terminate this agreement with or without cause by giving thirty days written notice.**

Services will be performed by School Smiles dental team inside the School which contacts the School Smiles Program and requests services. There is no obligation or preparation required from the School prior to the dental team arrival. The dental team consists of a licensed dentist and dental assistant. All equipment and services provided will comply with the State Dental Board regulations, OSHA, and ADA guidelines for portable on-site dental services.

Please do not hesitate to call School Smiles at 1.855.497.6453 ext. 2060 should you have any questions. On behalf of all of School Smiles, we look forward to proudly serve you at this location.

Name: _____
Title: _____
Eaton Community School District

Date: _____

Elizabeth McClure
Director of Marketing & Sales
School Smiles Group Inc.

Date: _____