

EATON BOARD OF EDUCATION SPECIAL MEETING
Eaton Board of Education Office
306 Eaton Lewisburg Rd. – Eaton, Ohio 45320
June 29, 2022
3:00 p.m.

I. Opening of the Meeting

A. Call to Order – President

B. Roll Call – President

E. Beeghly Y B. Deacon Y B. Myers Y L. Noble Y T. Parks Y

C. Pledge of Allegiance- President Noble led The Pledge of Allegiance.

D. Appointment of Treasurer Pro Tempore for the purpose of the June 29, 2022 Special Board Meeting

Motion by Eric Beeghly , to appoint Bryan Deacon as Treasurer Pro Tempore for the June 29, 2022 special board meeting.

Seconded by Ben Myers .

Discussion- None.

E. Beeghly Y B. Deacon Y B. Myers Y L. Noble Y T. Parks Y

President declares motion passed . #2022-80

Note: Bill Derringer will call role for Rachel Tait, Treasurer, who is unable to attend.

E. Executive Session

To consider the employment of a public employee or official.

The following individuals are invited to attend: Jeff Parker, William Derringer, Lilian Campbell, Mike Osborne, Angela Shirley, and Teresa Woodin.

Motion by Bryan Deacon , second by Eric Beeghly to convene executive session.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed . #2022-81

President convenes executive session at 3:05 p.m.

President resumes open session at 3:25 p.m.

II. Treasurer's Business

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 final appropriations for FY22.
2. Approve temporary appropriations for FY23.
3. Advance \$60,000.00 from General Fund 001-0000 to Food Service 006-0000, effective July 1, 2022.
4. Advance \$60,000 from General Fund 001-0000 to Athletic Fund 300-9500, effective July 1, 2022.
5. Advance \$38,444.63 from General Fund 001-0000 to Title I Fund 572-9222.
6. Advance \$35,793.02 from General Fund 001-0000 to ARP IDEA 516-9322.
7. Advance \$7,072.25 from General Fund 001-0000 to ARP Preschool 587-9322
8. Advance \$40,681.46 from General Fund 001-0000 to ESSER I Fund 507-9221.
9. Advance \$114, 223.27 from General Fund 001-0000 to ARP ESSER III 507-9222.
10. Advance \$10,360.65 from General Fund 001-0000 to Preschool IDEA 587-9222.
11. Advance \$44,780.94 from General Fund 001-0000 to ESSER II 507-9321.
12. Advance \$656.49 from General Fund 001-0000 to ARP – Homeless 507-9322.

Motion by Terry Parks, second by Ben Myers, to approve agenda item II.A.

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

#2022-82

III. 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 F are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

A. Resignations

The Administration recommends approval of the following resignations.

1. Malissa Miller, Counselor, resignation effective July 29, 2022.
2. Sam Watson, Teacher, resignation effective July 2, 2022.
3. Katrina Burns, Bus Driver, resignation effective June 30, 2022, contingent upon employment as Special Education Aide.
4. Amy Posey, Clinic Nurse, resignation effective June 21, 2022.

B. Employment – Certificated Staff

The Administration recommends the employment of the following personnel on a one-year limited contract for the 2022-2023 school year (July 1, 2022 – June 30, 2023). Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations. Employment contingent upon completion of all local and state requirements, including but not limited to background checks and appropriate license.

1. Holly Salyers, Teacher

C. Employment – Classified Staff

The Administration recommends the employment of the following personnel for the 2022-2023 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. Katrina Burns, Special Education Aide
2. Angela Shirley, Cafeteria Worker
3. Michael Osborne, Bus Driver

D. Employment – Non -Certificated Substitutes

The Administration recommends employment of the following personnel for the 2022-2023 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 Garber, Substitute Health Aide

E. Employment – Amend Resolution

The Administration recommends approval to amend resolution number 2022-72, Item V.J., Employment – Certificated Staff Extended Service Supplemental Contract on the May 9, 2022, board agenda for Keri Osswald, Teacher, Title Programs Coordinator, to reflect that the extended days are (5) five additional days of extended service supplemental days for the 2021-2022 school year.

F. Employment – Long Term Substitute Teacher

The Administration recommends the employment of Lilian Campbell as a long-term substitute teacher on a one-year limited contract for the 2022-2023 school year (July 1, 2022 – June 30, 2023). Employment contingent upon completion of all local and state requirements, including but not limited to background checks and appropriate license. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

Motion by Eric Beeghly, second by Bryan Deacon.

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

#2022-83

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 G through J 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.

G. Agreement with the City of Eaton

The Administration recommends approval of a Memorandum of Understanding with the City of Eaton for two (2) School Resource Officers. (Attachment A)

H. Overnight Student Travel

The Administration recommends approval of the following overnight student travel.

1. Eaton High School Volleyball Team and Coaches, to Oxford, Ohio, July 14, 2022 through July 16, 2022.

I. Disposal of Obsolete Textbooks

1. (30) Explorations in Art (blue), Davis Publications, copyright 2008, East Elementary
2. (30) Explorations in Art (orange), Davis Publications, copyright 2008, East Elementary
3. (5) Portfolios, Kendall Publishing, copyright 1998, East Elementary
4. (8) Art In Action, Coronado Publishing, copyright 1987, East Elementary
5. (11) Discover Art, Davis Publishing, copyright 1985, East Elementary
6. (10) Explorations in Art Teacher Guides, Davis Publications, copyright 2008, East Elementary
7. (2) Adventures in Art, Davis Publishing, copyright 1994, East Elementary

8. (6) Adventures in Art, Davis Publishing, copyright 1998, East Elementary
9. (5) Explorations in Art, masters/transparencies, Davis Publishing, copyright 2008, East Elementary
10. Explorations in Art, cards/cd roms, Davis Publishing, copyright 2008, East Elementary

Motion by Ben Myers, seconded by Eric Beeghly

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed. #2022-84

IV. Adjournment

Motion by Terry Parks, seconded by Bryan Deacon to adjourn the meeting.

Discussion.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed. #2022-85

President adjourns meeting at 3:31 p.m.

Upcoming Meetings

Meeting: Regular Board Meeting
Date/Time: Thursday, July 7, 2022 6:00 p.m.
Location: East Elementary School

Meeting: Regular Board Meeting
Date/Time: Monday, August 8, 2022 6:00 p.m.
Location: East Elementary School

DATE: _____

PRESIDENT: _____ TREASURER: _____

SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") entered into this ____ day of July, 2022 by and between the City of Eaton (the "City") and the Eaton Community Schools Board of Education (the "School") for the provision of two (2) School Resource Officers ("SROs").

The School is desirous of acquiring police protection and the services of two (2) SROs to better protect and educate its students, staff, and visitors and is vested with the authority to contract for SROs pursuant to R.C. 3313.951.

Appointment of SRO Personnel

The City is willing to supply two (2) SROs to the School for forty (40) hours per week upon the terms and conditions herein established and as detailed in "Attachment A," incorporated herein.

The City shall fill the position of the SROs with personnel who shall work exclusively, except as otherwise mentioned in this MOU, on the School campus. During business days where the School is not in session, the SROs will patrol the geographic confines of the City of Eaton. During the term of this MOU, the City and the Superintendent will meet annually to discuss the assignment of the personnel responsible for the implementation of this Contract. The City retains the right to promote, discipline, dismiss, or assign employees as they deem appropriate.

In addition to providing the personnel, the City shall supply the SROs with all special equipment as may be required.

All personnel assigned as an SRO shall meet or exceed the standards for employment required by the City for all other City employees in similar positions and shall be required to undergo the same training as all other police officers of the City of Eaton Police Division and shall satisfy all requirements set forth under R.C. 3313.951.

The parties to this MOU hereby acknowledge that personnel assigned to the School under the terms of this MOU are and shall, at all times, be considered employees of the City of Eaton and shall not be considered employees or agents of the School or employees loaned to the School. It is further understood that the officers assigned pursuant to this MOU is under the exclusive control and supervision of the City.

Goals and Objectives

It is understood and agreed that the City and the School share the following goals and objectives with regard to the SRO program in the schools:

- (1) To further improve safety and security in the School;
- (2) To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;
- (3) To encourage the SRO to attend extracurricular activities held in schools, when possible, such as PTO meetings, athletic events and concerts;
- (4) To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses in the School, such as; disorderly conduct by trespassers, the

possession and use of weapons on School property, the illegal sale and/or distribution of controlled substances on School property, and student assaults;

- (5) To report serious crimes that occur on School property and to cooperate with law enforcement officers in their investigation of crimes that occur on School property;
- (6) To cooperate with law enforcement officials with their investigation of criminal offenses which occur away from School property, but involve issues related to the School.

Responsibilities of the School

The School shall provide the SRO of each campus and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- (1) Access to sufficient workspace, as determined by the School.
- (2) A location for files and records which can be properly locked and secured.
- (3) The opportunity for SROs to address teachers, School administrators and student families about the SRO program, goals, and objectives.
- (4) The opportunity to provide input regarding criminal justice problems relating to students.
- (5) The opportunity to address teachers and School administrators about criminal justice problems relating to students during in-service workdays.
- (6) The School's Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- (7) School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- (8) Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- (9) Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

Training Requirements

Officers appointed to provide SRO services to the School shall, within one year of appointment, complete a minimum of 40 hours of initial training that covers responsibilities or and limitations of SROs, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics such as trending school based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, PBIS, and cultural competence.

Roles and Responsibilities of SROs

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/ prevent crime, serve as an educational resource, and serve as a liaison between the School and the City. Specific daily assignments to accomplish this function will vary by school. The SRO and School designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

- (1) To enforce criminal law and protect the students, staff, and public at large against criminal activity.
- (2) Foster mutually respectful relationships with students and staff to support a positive school climate.
- (3) Provide information concerning questions about law enforcement topics to students and staff.
- (4) Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
- (5) Coordinate investigative procedures between police and school administrators.
- (6) Handle initial police reports of violent crimes committed on campus.
- (7) Take enforcement action on criminal matters when appropriate and after consultation with School administrators.
- (8) Attend School special events as needed.
- (9) Prepare lesson plans as necessary for the instruction provided.
- (10) Collect data on SRO activities (arrests, citations, etc.)
- (11) SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

It is understood by the School that, should an emergency arise, the City may call upon the assistance of the SROs assigned pursuant to this MOU, only when absolutely necessary, to provide assistance outside the geographical confines of this MOU. It is further understood that this MOU is for the provision of two (2) SROs and that the officers filling that role may be assigned and replaced at the sole discretion of the City.

During the terms of this MOU, the School will, from time to time, advise the City of its perceived needs for police protection. The City shall, to the best of its ability, accommodate the needs of the School. However, the utilization and allocation of personnel shall be within the sole discretion of the City. The City will choose, in conjunction with the Superintendent, the hours in which the Officers will be policing the School.

Response to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success.

The following procedures will help SROs be as effective as possible in this role:

- (1) School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the School campus. SROs and School officials shall discuss and agree in writing on what levels of violent activity would prompt School officials to notify the SROs. This information will be conveyed to all School staff. In turn, SROs will inform School administration of all criminal activity they observe on the School campus.
- (2) For any offense on School property, the SRO, working cooperatively with the School administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with School officials, but should be evaluated on a case-by-case basis. The SROs powers to arrest will be governed by the Ohio Revised Code.
- (3) The SRO and School officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to School staff.

SRO Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct or school rules that are not criminal matters should always be handled by School faculty and staff, not SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the School and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate School administrator and clear guidelines on SRO involvement should be developed and distributed to School staff. The SRO, as a staff member, will report School policy violations through the proper channels to be handled by School administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

Crisis Planning

The School and the City will coordinate crisis planning and training. Each entity will be involved in updates and creation of new crisis plans. Consistency throughout the School should be adhered to.

Personnel Records

The City shall maintain adequate records concerning the performance of the personnel assigned under this MOU and shall make said records available to the School, limited only by R.C. 149.43. Said records shall include daily activity reports, monthly reports as well as semi-annual and annual reports regarding criminal activity within the School, the services provided by the

City under this MOU, and such other matters as are commonly reported by law enforcement agencies.

Insurance Coverage

The School, its elected officials, employees, agents and volunteers shall be designated as "additional insureds" on any insurance program maintained by the City, which provides insurance coverage to the City and its employees.

Motor Vehicles and Facilities

The City agrees to provide motor vehicles for the personnel assigned as SRO officers and to pay for all maintenance required for the use of said automobiles.

The School shall provide and maintain adequate facilities for use by the personnel assigned to the School by the City to fulfill this MOU.

Invoice and Payment

The City shall present an invoice to the School monthly. The invoice will identify the actual expenses incurred in providing the SROs. The cost of this MOU for the first year is estimated not to exceed \$235,000. However, the cost is subject to change based on insurance changes and contracted pay increases of the Police Division's collective bargaining agreement. Upon receipt of said invoice, the School shall, within thirty (30) days, pay said invoice by issuing a check to the City of Eaton. It is understood by both parties that each subsequent contract year may have a cost increase from the previous year and are subject to review on an annual basis. Furthermore, it is understood that, should the City's costs increase in the middle of a contract year, this MOU will be amended by mutual agreement of the parties to reflect the actual cost of services provided. The City agrees to make reasonable efforts to secure grant funding to offset the costs of this Contract for the benefit of the School but, should such reasonable efforts be unsuccessful, the School agrees to pay all actual expenses involved in the City's provision of the SROs.

Term of MOU

This MOU shall commence on the 1st day of July, 2022 and terminate on the 30th day of June, 2025. However, said MOU may be terminated by either party upon giving ninety (90) days advance written notice. If the School opts to terminate the contract early, then the School agrees to remit the actual cost of unemployment compensation due the SROs for the remainder of the contract. The City shall have an obligation to reasonably mitigate any unemployment compensation obligations.

Miscellaneous

This MOU may be amended by agreement of both parties, yet any modifications of this MOU will be effective only if it is in writing and signed by representatives of the parties herein named.

This MOU supersedes any and all other agreements, either oral or in writing, between the parties hereto, and contains all of the covenants and agreements between the parties. This MOU includes all documents, specifications and/or attachments incorporated hereby by reference. Each party to this MOU acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on

behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this MOU shall be valid or binding on either party.

The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this MOU by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time be deemed a waiver or relinquishment of that right or power for all or any other times.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of July, 2022.

Eaton Community Schools Board of Education

City of Eaton, State of Ohio

By:
Lisa Noble – President

By:
Bradley K. Collins – City Manager

Witness

Witness

Eaton Community Schools

By: _____
Jeff Parker, Superintendent

Witness