

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
November 13, 2023
6:00 p.m.

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

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

C. Pledge of Allegiance

D. Executive Session

To discuss: _____

The following individuals are invited to attend: _____

Motion by _____ second by _____ to convene
executive session.

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____

President convenes executive session at _____ p.m.

President resumes open session at _____ 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 October 12, 2023 Regular Board Meeting.
2. Submission of Warrants for October.
3. Submission of Financial Report for October.
4. Submission of Investment Report for October.
5. Approve Five Year Forecast for FY24.
6. Recommend moving Elizabeth Geoit to Master's on the pay scale, effective retroactive to October 16, 2023.

7. Approve Then and Now purchase order to South Community for \$69,552.45 with funds available then (7/1/2023) and now for counseling services, pending contract approval later in the agenda.
8. Approve Then and Now purchase order to Focus 3 for \$10,303.92 with funds available then (8/17/2023), and now for R Factor.
9. Approve Then and Now purchase order to Preble County Council on Aging for \$20,000.00 with funds available then (8/17/2023), and now for transportation services.

Motion by _____ second by _____

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____

III. Reports

- A. Miami Valley Career Technology Center Report – Terry Parks
- B. Parks and Recreation Board Report – Ben Myers
- C. Superintendent Report – Jeff Parker
- D. Other Reports

IV. Old Business

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 K 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 and Retirements

The Administration recommends approval of the following resignations.

1. Shelly Hodapp, Cafeteria employee, resignation effective October 20, 2023, contingent upon being hired as an Educational Aide.
2. Tim Appledorn, 7th Grade Girls Basketball Coach, resignation, effective September 18, 2023.
3. Scott Aten, Custodian, resignation for the purpose of retirement, effective December 29, 2023.

4. Tyler Claybaker, Educational Aide, effective November 21, 2023.

B. Employment Classified Staff

The Administration recommends the employment of the following personnel for the 2023-2024 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. Tyler Claybaker, Educational Aide, retroactive to November 6, 2023.
2. Shelly Hodapp, Educational Aide, retroactive to November 13, 2023.

C. Employment – Classified Staff

The Administration recommends the employment of the following personnel as a Sub Bus Driver in Training 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 reimbursement per the Bus Driver Incentive Resolution.

1. Amber Cooper

D. Employment – Non-Certificated Substitutes

The Administration recommends employment of the following personnel for the 2023-2024 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. Sara Combs, Substitute Secretary
2. Amber Cooper, Substitute Custodian
3. Debra Huff, Substitute Cafeteria Worker
4. Montana Hunsucker, Substitute Bus Driver
5. Daniel Moran, Substitute Cafeteria Worker
6. Tara Richardson, Substitute Health Aide
7. Brittany Robinson, Substitute Cafeteria Worker
8. Tyler Claybaker, Substitute Educational Aide

E. 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 2023-2024 school year, as certified by the Preble County Educational Service Center.

1. Ambrea Brady
2. Kenneth Cotterman
3. Amy Neal
4. Amy Zimmer

F. 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 2023-2024 school year, as certified by the Preble County Educational Service Center.

1. Haley Koehl
2. Haley Davidson

G. Indoor Track and Field Coaches

The Administration recommends approval of the Indoor Track and Field season beginning November 20, 2023 and concluding March 9, 2024 and approve the following employees and volunteers as Indoor Track and Field Coaches per OAT & CCC Indoor Championship requirements.

1. Scott Burnett
2. Nathan Clark
3. Taylor Fletcher
4. Nick Flynn
5. Brad Kramer
6. Glen Mabry
7. Randy McKinney
8. Mark Silvers
9. Dorothy Stoltz

H. Employment – Certificated Staff Athletic Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2023-2024 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Scott Burnett, Program Assistant Track
2. Nick Flynn, Boys Head Track, Middle School
3. Tim Holland, Assistant Track, Middle School
4. Jennifer Jones, Girls Head Track, Middle School

I. Employment of Certificated Non-Staff Extracurricular Positions

The following positions have been posted and no employee 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 these nominees on one-year limited contract for the 2023-2024 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. Randy McKinney, Head Track Coordinator
2. Nathan Clark, Program Assistant Track

J. Employment of Non-Certificated Extracurricular Positions

The following positions have 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 2023-2024 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. John Hitchcock, Varsity Boys Tennis
2. Glen Mabry, Program Assistant Track
3. Mark Silvers, Program Assistant Track
4. Taylor Fletcher, Assistant Track, Middle School

K. Volunteers

The Administration recommends approval of the following volunteers for the 2023-2024 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Dallas Fudge, Wrestling Volunteer, Middle School
2. Brad Kramer, Track Volunteer
3. Wade Monebrake, Wrestling Volunteer
4. Robbie Sams, Baseball Volunteer
5. Dorothy Stoltz, Track Volunteer

Motion by _____ second by _____

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

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 L through N 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.

L. Agreement with South Community, Inc.

The Administration recommends approval of an agreement with South Community, Inc. for specialized day treatment programming for the 2023-2024 school year, retroactive to July 1, 2023, (Attachment A).

M. Agreements for Use of Facilities

The Administration recommends the following agreements for use of facilities for Eaton athletic practices.

1. 150 Industrial Dr., Eaton, Oh 45320, owned by Mark Adams, (Attachment B)
2. Eagles Point Gymnasium, 310 N. Barron St., Eaton, Oh 45320, (Attachment C)

N. Obsolete Items

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

1. HP LaserJet 1200, Eaton High School, tag #12394
2. HP LaserJet 1012, Eaton High School, tag #12583
3. HP LaserJet 1300n, Eaton High School, tag #12578
4. HP LaserJet 1100, Eaton High School, tag #10723
5. HP Color LaserJet 2600n, Eaton High School, tag #11943
6. HP LaserJet 1100, Eaton High School, tag #10725
7. HP LaserJet 1200, Eaton High School, tag #12795
8. HP LaserJet 1300n, Eaton High School, tag #12941
9. HP LaserJet 1100, Eaton High School, tag #10179
10. HP LaserJet 1200, Eaton High School, tag #12163
11. HP LaserJet 1320n, Eaton High School, tag #13114
12. HP LaserJet 6L, Eaton High School, tag #11855
13. HP LaserJet 1200, Eaton High School, tag #12154
14. HP LaserJet 1200, Eaton High School, tag #12162
15. HP LaserJet P4014n, Eaton High School, tag #12115
16. HP Color LaserJet, Eaton High School, tag #11936
17. HP Color LaserJet, Eaton High School, tag #12197
18. HP LaserJet, Eaton High School, tag #12408
19. HP LaserJet, Eaton High School, tag #11994
20. HP DeskJet 6940, Eaton High School
21. HP ScanJet 6300n, Eaton High School
22. HP DeskJet 600c, Eaton High School
23. HP LaserJet P4014n, Eaton High School
24. HP LaserJet 4050tn, Eaton High School
25. HP Color LaserJet, Eaton High School
26. TLC monitor 555421, Eaton High School
27. (16) Asus Monitors, Eaton High School
28. (6) AGI Battery Backups, Eaton High School
29. Optoma Projector, Eaton High School, tag #15018
30. (4) Battery Backup/Surge Protection, Eaton High School
31. (3) Ipevo Document Cameras, Eaton High School
32. Ipevo Document Camera, Eaton High School, tag #15519
33. Epson Projector, Eaton High School
34. Smart Board trolley, Eaton High School
35. Smart Board, Eaton High School
36. Bretford Projector Screen, Eaton High School, tag #06325
37. Sharp Printer, Eaton High School, tag #011415
38. Dell Chromebook cart, Eaton High School, tag #012681

39. Dell Chromebook cart, Eaton High School, tag #012682
40. Smartboard Airliner Slate, Eaton High School, tag #12118
41. Miscellaneous accessories for Smartboard, Eaton High School
42. Sharp Projector XR-32X, Eaton High School, tag #012076
43. Sharp Projector XR-32X, Eaton High School, tag #012228
44. NEC VT670 Projector, Eaton High School, tag #012023
45. Miscellaneous MIMIO accessories and accessory kits, Eaton High School

Motion by _____ seconded by _____

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____

O. Executive Session (if necessary)

To discuss: _____

The following individuals are invited to attend: _____

Motion by _____ second by _____ to convene executive session.

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

VI. Adjournment

Motion by _____ seconded by _____
_____ to adjourn the meeting.

Discussion

Beeghly _____ Deacon _____ Myers _____ Noble _____ Parks _____

President declares motion _____

President adjourns meeting at _____p.m.

Upcoming Meeting

Meeting: Regular Board Meeting
Date/Time: Monday, December 4, 2023 – 6:00 p.m.
Location: East Elementary School

AGREEMENT BETWEEN SOUTH COMMUNITY, INC. AND
EATON COMMUNITY SCHOOLS

This Agreement, made on the ____ day of June, 2023 by and between South Community Inc., an Ohio nonprofit corporation ("South Community") and EATON COMMUNITY SCHOOLS is entered into for the mutual benefit of each.

WHEREAS, EATON COMMUNITY SCHOOLS provides educational programming to students ("Students"), some of whom need the services of mental health professionals; and

WHEREAS, EATON COMMUNITY SCHOOLS desires to have Specialized Day Treatment Programming for a maximum of twelve (12) students identified as benefitting from Day Treatment;

WHEREAS, SOUTH COMMUNITY desires to provide Specialized Day Treatment services to a maximum of twelve (12) identified students of EATON COMMUNITY SCHOOLS;

NOW, THEREFORE, the parties agree as follows:

1. **Term of Agreement:** This Agreement will be in effect for the 2023 - 2024 school year (July 1, 2023 through June 30, 2024).
2. **Termination:** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions or services occurring prior to the effective date of the termination.
3. **Personnel to be Provided:** South Community will provide EATON COMMUNITY SCHOOLS one (1) Program Manager and two (2) full-time licensed mental health professionals (therapists), performing services pursuant to this Agreement. South Community personnel will abide by the policies and procedures for staff of EATON COMMUNITY SCHOOLS regarding personal conduct, dress code, and the like. The work schedule of such personnel will be consistent with EATON COMMUNITY SCHOOLS school schedule. However, personnel providing services under this Agreement will at no time be considered employees of EATON COMMUNITY SCHOOLS for any purpose, and are not covered by EATON COMMUNITY SCHOOLS worker's compensation or unemployment insurance. Such staff will be employed by South Community and will report to a Program Manager employed by South Community. Any issues with staff should be reported by EATON COMMUNITY SCHOOLS to South Community's Chief Operations Officer. Should South Community need to hire additional staff to fulfill its commitments under this Agreement, South Community will seek the approval of EATON COMMUNITY SCHOOLS for such new staff.

ATTACHMENT A

4. **Personnel Qualifications:** South Community will supply EATON COMMUNITY SCHOOLS with personnel who meet the following criteria:
 - a) Possess current licensure as applicable and appropriate for the services provided to Students.
 - b) Successfully complete a criminal background check of both Ohio (BCI) and federal (FBI) criminal records systems, with documentation presented to EATON COMMUNITY SCHOOLS prior to commencement of services under this Agreement.
5. **Services and Documentation:** Personnel will be provided pertinent student referral information and Day Treatment Services will be provided on EATON COMMUNITY SCHOOLS premises. Services include assessment, treatment planning, therapeutic interventions, crisis intervention and collaboration with teachers, families and others as identified. These obligations will survive the termination of this Agreement and will survive the services of personnel under this Agreement.
6. **Insurance:** EATON COMMUNITY SCHOOLS and South Community will each maintain at their sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering the acts or omissions of each entity's employees, contractors and agents which may give rise to liability in connection with the services under this Agreement.
7. **Compensation:** South Community will supply Personnel under this Agreement at the following rates:

Partial Cost for the program based on a Per Diem Cost of	\$140.51	Per Day for no more than two (3) non-Medicaid Students
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The total cost will not exceed \$69,552.45. South Community will invoice EATON COMMUNITY SCHOOLS each invoice, which will be payable upon receipt.
8. **Increase in Services:** Based on mutual agreement between EATON COMMUNITY SCHOOLS and South Community, Additional Non-Medicaid Students to participate in Specialized Day Treatment would be billed at \$140.51 per day. SOUTH COMMUNITY will make its best effort to accommodate any potential expansion of the program.
9. **Independent Contractors:** EATON COMMUNITY SCHOOL and South Community are independent legal entities. Nothing in this Agreement shall be deemed or construed to create the relationship of employer and employees, principal and agent, joint venture, partnership, or any relationship other than

ATTACHMENT A

that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither party shall have any authority to incur any obligation on behalf of the other party or to make any promise, representation or contract of any nature on behalf of the other party.

10. **Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld.
11. **Renewal:** This Agreement shall be reviewed by EATON COMMUNITY SCHOOLS and South Community on an annual basis on or before April 1 for the purpose of a renewal recommendation.

Rates for the year of a renewal shall not increase from the preceding year by more than three percent (3%). This Agreement will be non-renewed upon written notice delivered by one party to the other on or before May 1st of the intended last term of the Agreement.

12. **Notices:** Any notice or demand required under this Agreement will be in writing and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Director of Student Services
EATON COMMUNITY SCHOOLS

Chief Operations Officer
South Community, Inc.
3095 Kettering Boulevard
Dayton, OH 45439

13. **Entire Agreement:** This Agreement constitutes the entire contract between South Community and EATON COMMUNITY SCHOOLS regarding the services to be provided hereunder. Any amendments to this Agreement will be effective when made in writing and signed by duly authorized representatives of both parties.
14. **Compliance with Laws:** South Community and EATON COMMUNITY SCHOOLS agree that all services provided pursuant to this Agreement shall be performed in compliance with all applicable Federal, State and/or Local laws and regulations.
15. **Severability:** In the event that one or more provisions of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
16. **Governing Law, Jurisdiction:** This Agreement will be construed according to, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.

ATTACHMENT A

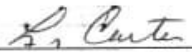
17. **Liability:** Each of the parties to this Agreement has the status of an independent contractor. Each party agrees to be responsible for fulfilling its respective responsibilities under this Agreement and to be responsible for its own liability, loss, expense, attorneys' fees, or claims for injury or damages caused by, or resulting from the negligent acts or omissions of the party, its officers, agents, employees, or students, that occur during the performance of this Agreement.

Neither party shall be liable for any special, consequential, incidental, or punitive damages, whether arising in contract, negligence, tort or strict liability, even if advised of the possibility of such damages. Neither party waives any immunities available to them.

The parties agree to cooperate with each other to insure the successful implementation of this Agreement.

IN WITNESS WHEREOF, South Community and EATON COMMUNITY SCHOOLSEATON COMMUNITY SCHOOLS, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

SOUTH COMMUNITY INC.

By 
Lisa G. Carter, President/CEO

Date Signed 6/27/25

EATON CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By _____
Superintendent

Date Signed _____

ATTACHMENT B

USE OF FACILITIES AGREEMENT

Term: November 15, 2023 to August 31, 2024

Eaton Community Schools (the "District") and Mark Adams ("Adams" or the "Owner") do hereby agree as follows:

1. Mark Adams is the owner of the property located at 150 Industrial Drive, Eaton, OH 45320 (the "Facilities").
2. The District desires additional locations beyond those available on its school campuses to host sports team practices for school-sponsored sports teams.
3. The Facilities are hereby made available by the Owner to the District for the purpose of holding sports team practices for students of the District. The Facilities may be used by District-sponsored sports teams and their coaching staff and volunteers.
4. The District will provide the Owner with a schedule outlining when the District will use the Facilities. The District may deviate from the schedule when needed with the consent of the Owner.
5. The Owner agrees at all times to protect, indemnify and hold harmless the District, its Board of Education, officers, members, representatives, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement.
6. The term of this Agreement shall be November 15, 2023 through August 31, 2024 (the "Initial Term"). This Agreement shall automatically renew for successive 1-year periods (each a "Renewal Term" and together with Initial Term, collectively the "Term") unless the District provides written notice prior to the end of the then current Term that it does not wish to renew this Agreement, at which time this Agreement shall terminate and neither party shall have any further obligations except as otherwise provided herein. The Owner may terminate this Agreement with 90 days prior written notice to the District.
7. There shall be no user charge or fee charged to the District in connection with its use of the Facilities under this Agreement.
8. Owner shall carry general liability insurance covering the District's use of the Facilities throughout the term of this Agreement.
9. Owner and her insurance carrier shall have no rights of subrogation against the District as to any loss incurred by the District's use of the facilities.
10. Ohio law shall apply to this Agreement and any action or proceeding to enforce the terms thereof shall be brought in an Ohio Court of Claims.

ATTACHMENT B

11. 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.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed by their duly authorized representative on the day and year written below:

EATON COMMUNITY SCHOOLS

By: _____
Name: _____
Its: _____
Date: _____

FACILITIES OWNER

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT C

USE OF FACILITIES AGREEMENT

Term: November 15, 2023 to August 31, 2024

Eaton Community Schools (the "District") and Mary Bullen ("Bullen" or the "Owner") do hereby agree as follows:

1. Mary Bullen is the owner of the property located at 310 N Barron St, Eaton, OH 45320, known as Eagles Pointe Gymnasium (the "Facilities").
2. The District desires additional locations beyond those available on its school campuses to host sports team practices for school-sponsored sports teams.
3. The Facilities are hereby made available by the Owner to the District for the purpose of holding sports team practices for students of the District. The Facilities may be used by District-sponsored sports teams and their coaching staff and volunteers.
4. The District will provide the Owner with a schedule outlining when the District will use the Facilities. The District may deviate from the schedule when needed with the consent of the Owner.
5. The Owner agrees at all times to protect, indemnify and hold harmless the District, its Board of Education, officers, members, representatives, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement.
6. The term of this Agreement shall be November 15, 2023 through August 31, 2024 (the "Initial Term"). This Agreement shall automatically renew for successive 1-year periods (each a "Renewal Term" and together with Initial Term, collectively the "Term") unless the District provides written notice prior to the end of the then current Term that it does not wish to renew this Agreement, at which time this Agreement shall terminate and neither party shall have any further obligations except as otherwise provided herein. The Owner may terminate this Agreement with 90 days prior written notice to the District.
7. There shall be no user charge or fee charged to the District in connection with its use of the Facilities under this Agreement.
8. Owner shall carry general liability insurance covering the District's use of the Facilities throughout the term of this Agreement.
9. Owner and her insurance carrier shall have no rights of subrogation against the District as to any loss incurred by the District's use of the facilities.
10. Ohio law shall apply to this Agreement and any action or proceeding to enforce the terms thereof shall be brought in an Ohio Court of Claims.

ATTACHMENT C

11. 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.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed by their duly authorized representative on the day and year written below:

EATON COMMUNITY SCHOOLS

By: _____
Name: _____
Its: _____
Date: _____

FACILITIES OWNER

By: _____
Name: _____
Title: _____
Date: _____