

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
January 8, 2024
Immediately following the Organizational Meeting
6:11 pm

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

E. Beeghly Present B. Deacon Present B. Myers Present L. Noble Present

T. Parks Present

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

D. Public Hearing on the 2025-2026 School Calendar

Pursuant to Ohio Revised Code 3313.48(B), the Board of Education shall hold a public hearing on the school calendar, addressing topics that include, but are not limited to, the total number of hours in a school year, length of school day, and beginning and end dates of instruction, (Attachment A).

At this time the Board will entertain any comments from the public- None noted.

E. Executive Session (if necessary)

To consider the employment of a public official.

The following individuals are invited to attend: Jeff Parker, Rachel Tait, Scott Couch, Victoria Jacobs.

Motion by Ben Myers , second by Bryan Deacon to convene executive session.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed .

President convenes executive session at 6:13 p.m.

President resumes open session at 6:57 p.m.

#2324-59

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 December 4, 2023 Regular Board Meeting.
2. Submission of Warrants November 2023.
3. Submission of Financial Report November 2023.
4. Submission of Investment Report November 2023.
5. Submission of Warrants December 2023.
6. Submission of Financial Report December 2023.
7. Submission of Investment Report December 2023.
8. Approve FY24 Permanent Appropriation Modifications.

Motion by Bryan Deacon , second by Eric Beeghly

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed .

#2324-60

III. Reports

A. Miami Valley Career Technology Center Report – Terry Parks-No report.

B. Parks and Recreation Board Report – Ben Myers-No report.

C. Superintendent Report – Jeff Parker- Mr. Parker gave an update on the High School Parking Lot Project. He shared that the District is looking at next steps to secure an Architect. Mr. Parker provided an update on the School Safety Security Grant. Mr. Parker recognized all Board Members as part of Board Appreciation Month.

D. Other Reports- None.

IV. Old Business- None.

V. New Business

ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL

Action by the Board of Education in “Adoption of Consent Agenda Items” at this point of the agenda means that items A through I are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the “Consent Agenda Items” and voted on separately.

Mr. Parks requested Item D be voted on separately.

A. Employment – Certified Staff – Long Term Substitute Teacher

The Administration recommends approval of the following long-term substitute teacher for the 2023-2024 school year. 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 Administration Rules and Regulations.

1. Victoria Jacobs, Long Term Substitute Science Teacher at Eaton High School during the second semester of the 2023-2024 school year, effective January 9, 2024.

B. Employment – Certificated Staff Supplemental Contract

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. Haley Tolley, Musical Vocal Director

C. Employment – Certificated Staff – Substitute Teacher/Tutor as Certified by Eaton Community Schools and/or the Preble County Educational Service Center

The Administration recommends approval of the following substitute teacher/home instruction tutor for the 2023-2024 school year, as certified by the Preble County Educational Service Center.

1. Nancy Briley
2. Jennifer Starks

E. Health and Hardship Leave

The Administration recommends approval of a health and hardship leave of absence for Wanda Parker, Bus Driver from November 23, 2023 to November 22, 2024.

F. Employment – Classified Staff

The Administration recommends the employment of the following personnel for the 2023-2024 school year. 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. Kaleb Wilson, Custodian

G. 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 qualification, 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 a 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. Andrea Marsh, Dramatics Assistant Director (1/2 stipend)
2. Angela Hundley, Musical Instrumental Director

H. Resignation – Rescind Amended Resolution

The Administration recommends to rescind Resolution 2324-45 Resignation - Amend Resolution, Item V.E, on the December 4, 2023 agenda, returning the effective retirement date for Scott Aten to December 29, 2023.

I. 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. Scott Lammers, Volunteer – Softball Program

Motion by Bryan Deacon second by Eric Beeghly

Discussion-None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

#2324-61

D. Employment – Certificated Staff - Substitute Teacher/Tutor as Certified by Eaton Community Schools and/or 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 with a provisional substitute license. Employment contingent upon all local requirements being met.

1. Luke Byrne
2. Dylan Finkbine
3. Eric Kiracofe

Motion by Bryan Deacon second by Ben Myers

Discussion-None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Abstained

President declares motion passed.

#2324-62

ADOPTION OF CONSENT AGENDA ITEMS - ADMINISTRATIVE

Action by the Board of Education in “Adoption of Consent Agenda Items” at this point of the agenda means that items J through 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.

J. Donation

The Administration recommends approval of and wishes to recognize the following donation.

1. Covenant of Peace International, \$300.00 for the elementary school lunch program.

K. Agreement with the Preble County General Health District

The Administration recommends approval of the contract with the Preble County General Health District to provide immunization services effective January 1, 2024 through December 31, 2024. Services performed by the Preble County Health District include Hepatitis B Immunization at a rate of \$78.00 per dose, Administration fee per vaccine is \$25 per visit, and TB Skin Test is \$15.00 per test.

L. Agreement with Montgomery County Educational Service Center

The Administration recommends the approval of the following service agreement for the 2023-2024 school year for services from the Montgomery County Educational Service Center.

1. ED Program Services, effective July 1, 2023 through June 30, 2024, (Attachment B).

M. Board Policy Updates

The Administration recommends the second reading and adoption of the following new and updated Board policies, (Addendum A).

1. Policy 0141.2 - Conflict of Interest
2. Policy 2623.02 - Third Grade Reading Guarantee
3. Policy 3120.08 - Employment of Personnel for Co-Curricular/Extra-Curricular Activities
4. Policy 4120.08 - Employment of Personnel for Co-Curricular/Extra-Curricular Activities
5. Policy 5320 – Immunization
6. Policy 5330 - Use of Medications
7. Policy 5337 - Care of Students with Active Seizure Disorders
8. Policy 6700 - Fair Labor Standards Act (FLSA)
9. Policy 8330 - Student Records
10. Policy 8600 – Transportation
11. Policy 8650 - Transportation by School Van
12. Policy 9160 - Public Attendance at School Events
13. Policy 9270 - Equivalent Education Outside the Schools & Participation in Extra-Curricular for Students not Enrolled in the District

N. Obsolete Items

The Administration recommends approval to declare certain items of no value as obsolete and to dispose of them accordingly.

1. Autotronics Cassette Player, High School, tag #5860
2. Eiki Cassette Player, High School, tag #8690
3. RCA DVD Player, High School, tag #11207
4. RCA DVD Player, High School, tag #10127
5. RCA DVD Player, High School, tag #10089
6. RCA DVD Player, High School, tag #10653
7. RCA DVD Player, High School, tag #10783
8. RCA DVD Player, High School, tag #10551
9. RCA DVD Player, High School, tag #10118
10. RCA DVD Player, High School, tag #10645
11. RCA DVD Player, High School, tag #11165
12. RCA DVD Player, High School, tag #11316
13. Zenith DVD Player, High School, tag #8456
14. Panasonic DVD Player, High School, tag #10685
15. (3) DVD Players, High School
16. (4) VCR Players, High School
17. (2) Projectors, High School
18. Projector, High School, tag #11933
19. Projector, High School, tag #12199
20. Overhead Projector, High School, tag #12521
21. Overhead Projector, High School, tag #10163
22. Overhead Projector, High School, tag #9254
23. Overhead Projector, High School, tag #3422

- 24. Overhead projector, High School, tag #12108
- 25. Overhead projector, High School, tag #2713
- 26. (1) Overhead projector, High School
- 27. Miscellaneous copier and printer supplies
- 28. (25) Dell Chromebooks
- 29. (3) Lenovo Chromebooks
- 30. Document Camera, High School, tag #14741
- 31. Document Camera, East Elementary, tag #14714
- 32. Document Camera, East Elementary, tag #14723

Motion by Eric Beeghly, seconded by Ben Myers

Discussion-Mr. Parker thanked Covenant of Peace for their donation.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

#2324-63

VI. Adjournment

Motion by Terry Parks, seconded by

Eric Beeghly, to adjourn the meeting.

Discussion-None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

President adjourns meeting at 7:14 p.m.

#2324-64

DATE: _____

PRESIDENT: _____ TREASURER: _____

Upcoming Meetings

Meeting: Regular Board Meeting
Date/Time: Monday, February 12, 2024 – 6:00 p.m.
Location: East Elementary School

Meeting: Regular Board Meeting
Date/Time: Monday, March 11, 2024 – 6:00 p.m.
Location: East Elementary School

Eaton Community Schools -DRAFT

ATTACHMENT A

2025-2026 School Calendar

START – FINISH:	
August 11, 2025 – May 21, 2026	

SUMMARY OF DAYS	
First Semester	88
Second Semester	90
TOTAL DAYS	178

STUDENT DAYS PER QUARTER	
1 st Quarter	46
2 nd Quarter	42
3 rd Quarter	46
4 th Quarter	44

CALENDAR LEGEND	
Start/End Days	Yellow
End Quarter	Orange
P/T Conferences	Blue
Professional Development	Red
No School/Holiday	Green
Interim/Grades Issued	Purple

NON-STUDENT DAYS	
Labor Day	9/1
Staff Prof. Dev.	9/22
Columbus Day	10/13
Staff Prof. Day	10/14
Veterans Day - Recognized	11/14
Thanksgiving Break	11/26-28
Winter Break	12/22-1/2
MLK Jr. Day	1/19/26
Staff Prof. Dev.	1/26
Conference Make-up Day	1/13
President's Day	2/16
Staff Prof. Dev.	3/13
Spring Break	3/30-4/3
Good Friday	4/3
Memorial Day	5/25

STUDENT HOURS IN CLASSROOM		
Elementary (K-5) @	6	1068
hours per day		
MS/ HS (6-12) @		1112.5
6.25 hours per day		

Calamity Make-up Days	
<ul style="list-style-type: none"> • Calamity Days 1-5 Students will <u>not make up</u>. • Calamity Days 6-8 – eDay Lessons • Any additional days will be made up as needed. 	

Date	Event
AUGUST 2025	
Aug. 11	First Day for Teachers & Open House
Aug. 12	Staff Work Day
Aug. 13	First Day for Students
SEPTEMBER	
Sept. 1	No School – Labor Day
Sept. X	Interim Reports Issued
Sept. 22	No School for Students – Staff Prof. Dev. Day
OCTOBER	
Oct. 13	No School – Columbus Day
Oct. 14	No School for Students – Staff Prof. Dev. Day
Oct. 17	End of 1 st Quarter
Oct. 24	Grade Cards Issued
NOVEMBER	
Nov. 13	Parent/Teacher Conferences
Nov. 14	No School – Veteran's Day
Nov. XX	Interim Reports Issued
Nov. 26-28	Thanksgiving Break
DECEMBER	
Dec. 19	End of 2 nd Quarter/1 st Semester
Dec. 22-31	No School – Winter Break
JANUARY 2026	
Jan.1-2	No School – Winter Break
Jan. 5	Classes Resume
Jan. 7	Grade Cards Issued
Jan. 19	No School – MLK Jr. Day
Jan. 26	No School for Students – Staff Prof. Dev. Day
FEBRUARY	
Feb. XX	Interim Reports Issued
Feb. 12	Parent/Teacher Conferences
Feb. 13	No School – Conference Make-up Day
Feb. 16	No School – President's Day
MARCH	
March 12	End of 3 rd Quarter
March 13	No School for Students – Staff Prof. Dev. Day
March 20	Grade Cards Issued
March 30-31	No School - Spring Break
APRIL	
April 1-2	No School – Spring Break
April 3	No School – Good Friday
April XX	Interim Reports Issued
MAY	
May 21	Last Day for Students
May 21	End of 4 th Quarter/2 nd Semester
May 22	Last Day for Staff
May 25	Memorial Day
May 29	Grade Cards Issued
TBD	Graduation

AUGUST				
M	T	W	T	F
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
26	27	28	29	30
SEPTEMBER				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
OCTOBER				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
NOVEMBER				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
DECEMBER				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
JANUARY 2026				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
FEBRUARY				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
MARCH				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
APRIL				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
MAY				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

» MISSION

**Visionary Leaders Providing
Exemplary Service**



SERVICE AGREEMENT

2023-2024 School Year

This AGREEMENT shall serve as a contract between the Eaton Community School ("District") and the Montgomery County Educational Service Center ("Montgomery County ESC") beginning on July 1, 2023 and ending on June 30, 2024. Services will be provided and billed for the 2023-2024 school year.

1. SERVICES

- a. The Montgomery County ESC shall provide the following services to the District:

ED Program

2. COMPLIANCE

- a. Instructional Programs and Related Services shall be rendered in compliance with law, and in accordance with acceptable standards and caseload.
- b. The parties shall cooperate in order to facilitate the success of the students served by the District and Montgomery County ESC, and, in particular, the District agrees to cooperate with Montgomery County ESC in the performance of Montgomery County ESC's duties and obligations hereunder.

3. COMPENSATION

- a. Based on the estimated cost of the services provided by the Montgomery County ESC, as provided above, the District agrees to pay the Montgomery County ESC the amount of **\$353/day** pursuant to R.C. 3313.845 or applicable law. Both the District and the Montgomery County ESC understand and agree that this amount is based on estimated costs only and shall be modified pursuant to Section 3(c) of this Agreement.
- b. The District agrees to make payment in the amount listed in Section 3(a) to the Montgomery County ESC. The Montgomery County ESC will provide the District with an invoice for services hereunder on a **monthly** basis. Payment is due within 30 days of the District's receipt of each invoice.
- c. Reconciliation of actual costs for said services shall be made at the end of the fiscal year with the final bill representing the actual/adjusted bill for services.

4. LICENSURE/CERTIFICATION

The Montgomery County ESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the Montgomery County ESC for inspection, upon request, by the District.

5. MANNER OF PROVIDING SERVICES

In performing the Services, the Montgomery County ESC at all times shall exercise independent professional judgment and shall determine the manner by which the Services are to be rendered. Except as otherwise agreed by the parties, the individuals performing Services pursuant to this Agreement will at all times remain employees or contractors of the Montgomery County ESC and Montgomery County ESC shall be solely responsible for all payroll functions, including retirement system contributions and all other legal withholding and/or payroll taxes, with respect to its employees. Unless otherwise agreed by the parties, Montgomery County ESC will be responsible for the training and direct supervision of its employees when they are providing Services to the District. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of

ATTACHMENT B

Montgomery County ESC. At the discretion of Montgomery County ESC, personnel who are assigned by Montgomery County ESC to provide Services may also be assigned to provide services unrelated to the District (i.e., such personnel need not be exclusively assigned by Montgomery County ESC to provide Services hereunder).

6. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Montgomery County ESC will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied.

7. EVALUATIONS

The Board agrees that it shall be responsible for conducting evaluations of Montgomery County ESC personnel assigned to the District as required by R.C. 3319.01, 3319.02, 3319.11, 3319.111, or any other applicable provision of the Ohio Revised Code.

8. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

- a. The District and Montgomery County ESC acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the District and Montgomery County ESC agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.
- c. The parties acknowledge that under the terms of this Agreement they may be exchanging personally identifiable student information. Each party agrees that it shall not, and shall ensure that its respective employees, contractors, subcontractors, representatives or agents do not, access, use or disseminate any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of those laws or other law applicable to Montgomery County ESC or the District with respect to such information. Each party shall ensure that its respective employees, contractors, subcontractors, representatives or agents who are provided with access to personally identifiable student information will be trained in FERPA requirements and their duties to handle such information in compliance with those requirements.

9. UNEMPLOYMENT

The District agrees to pay, for any programs or services in which it has elected to participate, the pro-rata share of any unemployment benefits which may become payable due to the cancellation of the service or program.

10. FORCE MAJEURE

Neither the District nor Montgomery County ESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

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ATTACHMENT B

12. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the District and/or Montgomery County ESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the District and Montgomery County ESC.

13. WAIVER OF BREACH

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

14. BINDING EFFECT

This Agreement shall not be binding until adopted by the Board and Montgomery County ESC in public session and executed by the parties.

15. MEDICAID SCHOOL PROGRAM

With regard to any therapy services provided by the Montgomery County ESC pursuant to this Agreement, the Montgomery County ESC (1) will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

Please sign and return this agreement to the Treasurer, Montgomery County Educational Service Center.

For Eaton Community Schools:

Superintendent's Signature

Date

Treasurer's Signature

Date

For Montgomery County ESC:

Superintendent's Signature

Date

Treasurer's Signature

Date