EATON BOARD OF EDUCATION REGULAR MEETING Hollingsworth East Elementary School Cafeteria November 4, 2013 6:00 p.m.

I. Opening of the Meeting

1. Call to Order - President

2. Roll Call - President

R. McKinney ____ D. Mowen ____ T. Parks____ B. Pool____ J. Renner ____

B. Curry____ P. Dodson ____ C. Neanen____ S. Couch____

K. Carpenter___ K. Powell___ P. Friesel___

3. Pledge of Allegiance

4. Adopt the Agenda

Motion by	, seconded by	to adopt the agenda.
Discussion.		
McKinney Mowen I	ParksPool Renner	
President declares motion _		

5. <u>Recognition of Student</u>

The Eaton School Board of Education and Administration wishes to recognize Cameron Willis for his outstanding sportsmanship and representation of Eaton Community Schools, and congratulate him on placing fourth at the State Golf Tournament.

6. <u>Recognition of Visitors</u>

7. Executive Session (only if necessary)

_____ invited to participate in executive session.

To discuss______.

Motion by _____, second by _____to convene executive session.

1

Bold and italicized were included as addendum items

McKinney Mowen ParksPool Renner _	
President declares motion	
President convenes executive session at p	».m.
President resumes open session at p.m.	

8. Other Opening Business

II. <u>Treasurer's Business – Priscilla Dodson</u>

1. The Treasurer recommends approval of the following:

- A. Approve minutes of the October 14, 2013 Regular Board Meeting.
- B. Approve minutes of the October 30, 2013 Special Board Meeting.
- C. Submission of Warrants.
- D. Submission of Financial Report.
- E. Submission of Investment Report.
- F. Approve FY14 Supplemental Appropriations.
- G. Approve contract with Industrial Appraisal Company for the fixed assets accounting control and insurance valuation purposes (Attachment A).
- H. Approve contract with the Preble County Educational Service Center for FY14 Mental Health Services in the amount of \$10,600.00.
- I. Transfer \$36,064.74 from 010-9001 OSFC Project Local Share BABS ES to 010-9010 OSFC Project Local Share BABS MS.
- J. Approve new fund 300-9801 Tournament Soccer Fund.

Motion by	, seconded by	, to approve agenda
Item II. 1.		

Discussion

McKinney ____ Mowen ____ Parks ___Pool___ Renner ____

President declares motion	·
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III. Old Business

- 1. <u>Miami Valley Career Technology Center Report</u> Doug Mowen
- 2. Parks and Recreation Board Report Joe Renner
- 3. Superintendent's Report Dr. Barbara Curry

Bold and italicized were included as addendum items

- 4. <u>Director of Education</u> Cindy Neanen
- 5. <u>Principal's Report</u> Kip Powell
- 6. <u>Supervisor's Report</u> Rodger Clark
- 7. Other Old Business

IV. <u>New Business</u>

1. Retirement

The Administration recommends approval of the following retirement and resignation.

- A. Angela Massie, Cafeteria Worker, resignation as of September 27, 2013.
- B. Michael Wehrley, Custodian, resignation for the purpose of retirement, effective January 1, 2014.

Motion by Item IV. 1.	, seconded by	, to approve agenda
Discussion		
McKinney Mowen	ParksPool Renner	
President declares moti	ion	

2. Employment – Classified Staff

The Administration recommends the employment of the following personnel for the 2013-2014 school year, effective the day after board approval unless otherwise noted. Employment contingent upon certification (where applicable), criminal record check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

- A. Tom McKee, Bus Driver.
- B. Sonny Shepherd, Custodian.
- C. Janet White, Educational Aide.
- D. Susan Wible, Educational Aide.

Motion by_____, seconded by_____, to approve agenda Item IV. 2 *A-D*.

Discussion

McKinney ____ Mowen ____ Parks ___Pool___ Renner ____

President declares motion _____.

E. Scott Aten, Custodian assigned to the athletic complex.

Motion by	, seconded by	, to approve agenda
Item IV. 2 E.		

Discussion

McKinney ____ Mowen ____ Parks ____Pool___ Renner ____

President declares motion _____.

3. <u>Employment – Certificated Staff – Substitute Teachers/Tutors as certified by the</u> <u>Preble County Educational Service Center</u>

The Administration recommends approval of the substitute teachers/home instruction tutors for the 2013-2014 school year, as certified by the Preble County Educational Service Center.

- A. Jacob Blevins
- B. Daryl Foster
- C. Amberly Pettey
- D. Katherine Schroeder

Motion by, Item IV. 3.	seconded by	, to approve agenda
Discussion		
McKinney Mowen Par	ksPool Renner	
President declares motion		

4. Employment – Non-Certificated Staff – Extra-Curricular Contracts

The following position has been posted and no certificated staff members have applied. The Administration recommends the employment of the nominees on a one-year limited contract for the 2013-2014 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.

A. Nichole Heiser, 9th Grade Cheerleading Advisor.

B. Tom Lamberson, 7th Grade Girls Basketball Coach.

Motion by, seconded by Item IV. 4.	, to approve agenda
Discussion	
McKinney Mowen ParksPool Renner	
President declares motion	

5. Authorization to Operate Band Equipment Van

The Administration recommends authorization for the following volunteer to operate the band equipment van during the 2013-2014 school year, pending completion of all state and local requirements.

A. Randall Swartwout

Motion by Item IV. 5.	_, seconded by	_, to approve agenda
Discussion		
McKinney Mowen Pa	arksPool Renner	
President declares motion	·	

6. Board of Education Policy Update

The Administration recommends the second reading and adoption of the following revisions to the Board of Education policies.

- A. Policy GBK No Tobacco Use on District Property by Staff Members (Attachment B).
- B. Policy JFCG Tobacco Use by Students (Attachment C).

Motion by Item IV. 6.	, seconded by	, to approve agenda
Discussion		
McKinney Mowen	ParksPool Renner	
President declares motion	<i>.</i>	

7. Approval of Out-of-State Employee Travel

The Administration recommends approval of out-of-state travel for the following employee.

5 Bold and italicized were included as addendum items

A. Keith Shultz to attend a bullying prevention seminar in Covington, Kentucky on December 6, 2013.

Motion by______, seconded by______, to approve agenda Item IV. 7. Discussion McKinney ___ Mowen ___ Parks ___Pool___ Renner ____ President declares motion ______.

8. Agreement with Preble County YMCA

The Administration recommends approval of the rental agreement with the Preble County YMCA for use of the YMCA's pool for the Eaton High School Swim Team, retroactive to November 1, 2013 (Attachment D).

Motion by______, seconded by______, to approve agenda Item IV. 8.

Discussion

McKinney ____ Mowen ____ Parks ___Pool___ Renner ____

President declares motion _____.

9. Memorandum of Understanding

The Administration recommends approval of the memorandum of understanding with Miami Valley Career Technology Center, for the purpose of compliance with Ohio Revised Code 3311.19, JVSD Board Governance (Attachment E).

Motion by Item IV. 9.		, seco	nded by_		, to	approve agenda	a
Discussion							
McKinney	Mowen	_ Parks	_Pool	_Renner_			

President declares motion .

10. Amendment to the October 14, 2013 Board Resolution

The Administration recommends amending Resolution number 1314-100 Item B, of the October 14, 2013 Board Agenda to reflect the employment of Ann Bruce as Student Council Advisor (1/2 Stipend) in place of Jessica Dehart.

	Motion by Item IV. 10.	, seconded by_	,	to approve agenda
	Discussion			
	McKinney Mowen	ParksPool	_Renner	
	President declares motio	n		
11. Donation	1			
The Adn	ninistration recommends a	cceptance of the fol	lowing donation.	
A. From	the Bruce PTA to Bruce	Elementary, Library	Books.	
	Motion by Item IV. 11.	, seconded by_	,	to approve agenda
	Discussion			
	McKinney Mowen	_ ParksPool	_Renner	
	President declares motio	n	_•	
12. Other Ne	<u>w Business</u>			
	Motion by Item IV. 12.	, seconded by_	,	to approve agenda
	Discussion			
	McKinney Mowen	ParksPool	_Renner	
	President declares motio	n		
13. <u>Executiv</u>	e Session (if necessar	<u>v)</u>		
		invited	to participate in exe	ecutive session.
To dis	cuss			
	Motion by executive session.	, second by	to conven	ie
	McKinney Mowen	ParksPool	_Renner	
	President declares motion	n		
	Bold and italicized	7 d were included as ad	dendum items	

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

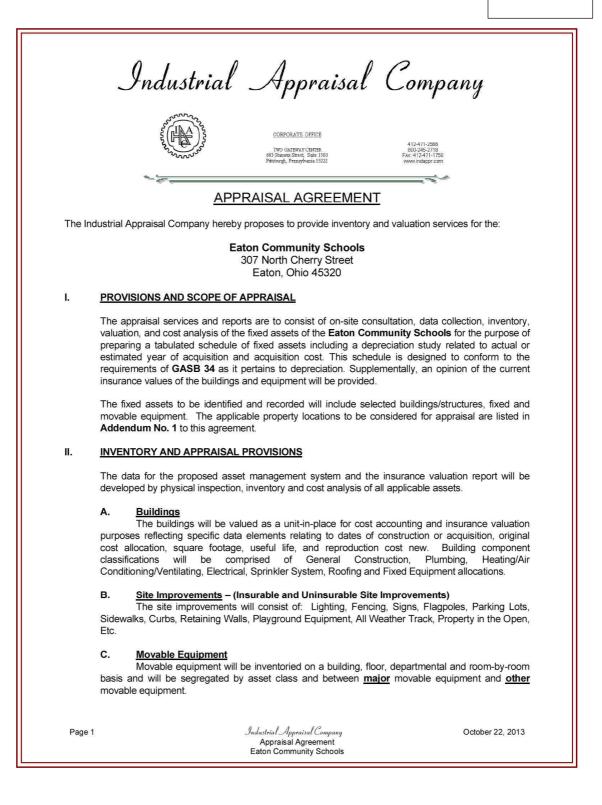
V. Adjournment

Motion by adjourn the meeting.	, seconded by	, to
Discussion		
McKinney Mowen	ParksPool Renner	
President declares motio	n	
President adjourns meeti	ing at p.m.	

Upcoming Board Meetings:

Special Meeting Thursday, November 7, 2014 – 6:30 p.m. Treasurer's Office

Regular Meeting Monday, December 9, 2013 – 6:00 p.m. Hollingsworth East Elementary



1. <u>Major</u> movable equipment will generally include individual items with a replacement cost exceeding **\$1,000.00** applicable to insurance and **\$1,000.00** capitalization thresholds with a useful life of one year or more. Certain items/systems below the unit cost standard that may warrant special property and cost control will be considered Critical Control Assets. Such items (CPU's, Printers, Monitors) may be designated "Critical Control Assets" in advance of commencement of the inventory.

2. The remaining movable equipment, designated as <u>other</u> movable equipment, will be inventoried on a room-by-room or by building basis, grouped and valued by asset class. Data elements relating to dates of acquisition, acquisition cost, useful life, and replacement cost will be developed "at average" by asset type for each location segregation.

Licensed Vehicles:

Licensed Vehicles may be included in the fixed asset record based on information to be supplied by the Eaton Community Schools. Vehicles should be reported with *Vehicle Description, Manufacturer, Model, Vehicle Identification Number (VIN), Cost and Year Acquired.*

III. RECORD EXISTING TAGS

The Industrial Appraisal Company will record existing tag numbers (when clearly visible and accessible) on equipment with a value of **\$1,000.00** or higher. The numbers will be included as part of the asset description in the final report.

IV. PROVIDE TAGS AND TAG UNTAGGED/NEW MOVABLE EQUIPMENT ASSETS

Asset Identification Number

Industrial Appraisal Company will provide the tags. The tag form and layout is to be approved by the Eaton Community Schools. Tags will be of vinyl pressure sensitive type with bar code identifier.

The movable furniture and equipment items warranting specific property control with a current replacement cost exceeding **\$1,000.00 and \$500.00 for Critical Control Assets (Computer related Equipment)** will be physically tagged and reflected in the completed report. The appraisers will affix tags neatly in a uniform manner in accordance with existing appraisal standards consistent with those outlined in **Addendum No. 2**.

The Industrial Appraisal Company will not tag surplus, obsolete, non-functional, stored or otherwise inaccessible furniture, fixtures or equipment. These items may be valued as a group using an estimate based on the observations of the appraisers or as otherwise directed by the Eaton Community Schools.

V. REPORT PRESENTATION

The capital asset report presentation will include all fixed asset classifications currently scheduled or pre-designated by the **Eaton Community Schools** and will be prepared in conformance with Industrial Appraisal's Property Inventory and Accounting Cost Record form.

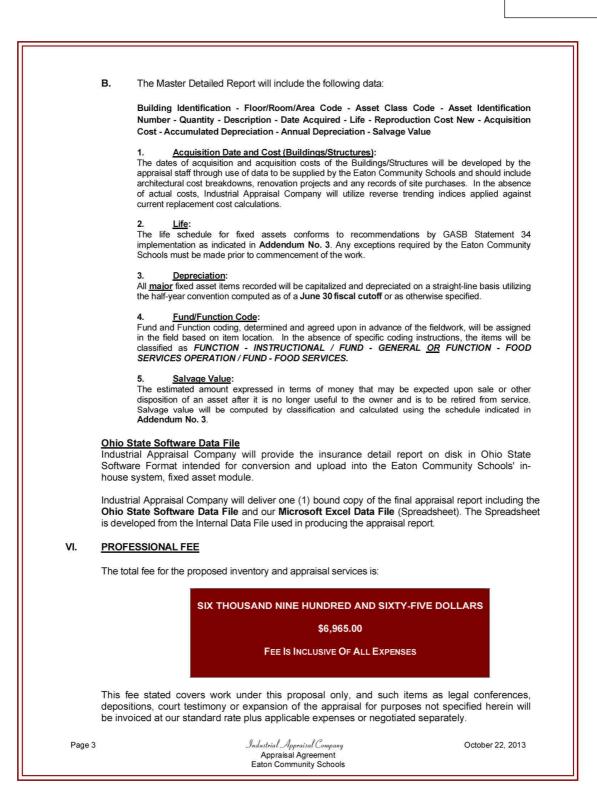
- A. The report(s) to be provided will include:
 - Letter of Transmittal
 - Building Schedule Index
 - Departmental Schedule Index
 - Insurance Valuation Summary
 - Recapitulation Summary by Asset Code
 - Master Detailed Report
 - A Supplemental Sequential Asset Number Report

Pag	e	2

Industrial Appraisal Company Appraisal Agreement Eaton Community Schools

October 22, 2013

Attachment A



11 Bold and italicized were included as addendum items

VII.	BILLING PROCEDURE
	The fee quoted for services to be provided currently will be progressively billed as follows:
	 60% of Appraisal Service Fee due upon completion of the on-site fieldwork Balance due upon delivery of the completed appraisal report
	Unless special arrangements have been made all progressive payments must be in hand before the appraisal results are released for delivery.
	This agreement may be terminated at any time, however, accumulated fees and costs incurred to the point of termination will be billed through the active period.
VIII.	ANNUAL SERVICES
	The Industrial Appraisal Company will provide annual maintenance service for both the updating of the Property Inventory and Accounting Cost Record and Report of Insurable Values.
	A. <u>Property Inventory and Accounting Cost Record Updating</u> Industrial Appraisal Company offers to furnish annually a new fixed asset schedule that will reflect the additions, deletions and transfers that have been reported to the Company for the previous year. New depreciation data will be calculated. In addition to the revised master report the following supplemental reports will be prepared.
	- Sequential Asset Number Report - Current Year Capital Additions by Building - Current Year Deletions by Building
	B. <u>Insurable Values Updating</u> A report of updated insurable values will include a new appraisal summary reflecting the current Cost of Reproduction New and Sound Insurable Value of the buildings and equipment.
	Annual Services Fees
	Annual Updating of Property Inventory and Accounting Cost Record
	Annual Updating of Insurable Values (Due First Anniversary)
	VISUAL FIXED ASSET CONTROL SYSTEM (VFACS) UPDATE We will update your Visual Fixed Asset Control System Software (VFACS) and provide a new data file with the new information from the Property Inventory and Accounting Cost Record Report.
IX.	PROOF OF LOSS SERVICE
	In the event of a loss covered by insurance, provided immediate written notice is given to our Corporate Office, and our Annual Revaluation Service is in effect, the Industrial Appraisal Company will provide updated values, for preparation of proof of loss, of the appraised property as of the date of the loss.
Page 4	4 Industrial Appraisal Company October 22, 2013 Appraisal Agreement Eaton Community Schools

OPTIONAL SERVICE

Presented as an Optional Service and additional fee, Industrial Appraisal Company is offering to expand the scope of the assignment to include the following:

Provide Research Necessary to Include Land Data

Land is not a depreciable asset but should be included in the fixed asset record based on information to be supplied by the Eaton Community Schools. Its inclusion in the study requires **historical cost**, **date acquired**, **parcel number and lot size**. In the absence of historical cost information, the current Market Value should be provided for the parcels. Industrial Appraisal Company will estimate a cost utilizing reverse trending based on custom indices.

Where information for land is not available or provided, the Industrial Appraisal Company can provide the research necessary to include land data to satisfy GASB 34 requirements.

A separate fee consideration of <u>\$125.00 per parcel</u> will be required to accomplish this additional work.

CONDITIONS

The appraisal will not include land, landscaping, books, fine arts, valuable papers, consumable supplies, intangible assets, or property of third parties. In the event Industrial Appraisal Company's services are requested to include items not covered by this agreement, these services shall be negotiated between the Eaton Community Schools and Industrial Appraisal Company.

Performance of this contract and fees developed hereunder are predicated upon free access to the property and required information and available data to be provided promptly as requested.

Any exceptions to our standard life schedules, codes, salvage values, etc. will result in additional charges.

Terms and conditions on purchase orders issued to Industrial Appraisal Company for authorization are for the Eaton Community Schools' internal use only and shall not modify the terms and conditions of this agreement, addenda, or related documents.

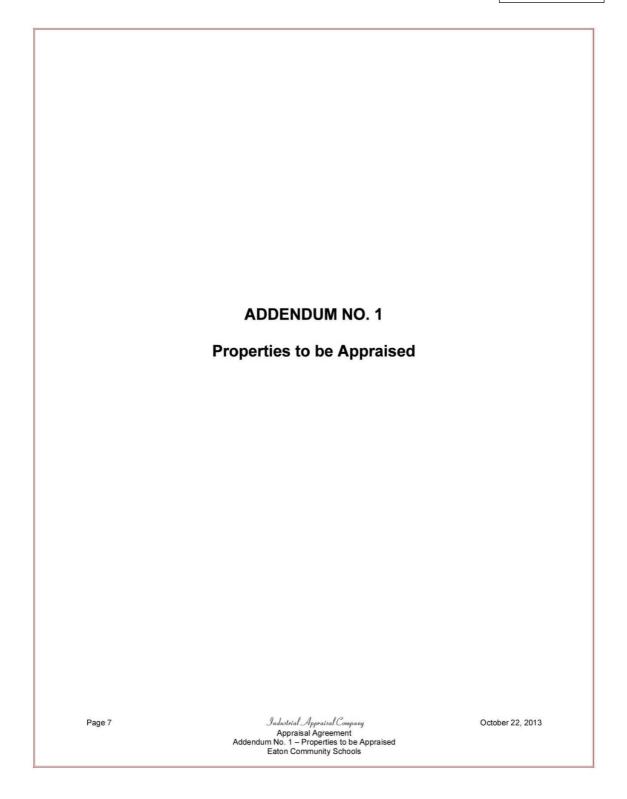
The Industrial Appraisal Company is not an accounting firm and we rely upon mutual cooperation with the Eaton Community Schools in developing an accurate accounting database that will meet GASB 34 requirements for compliance.

Page 5

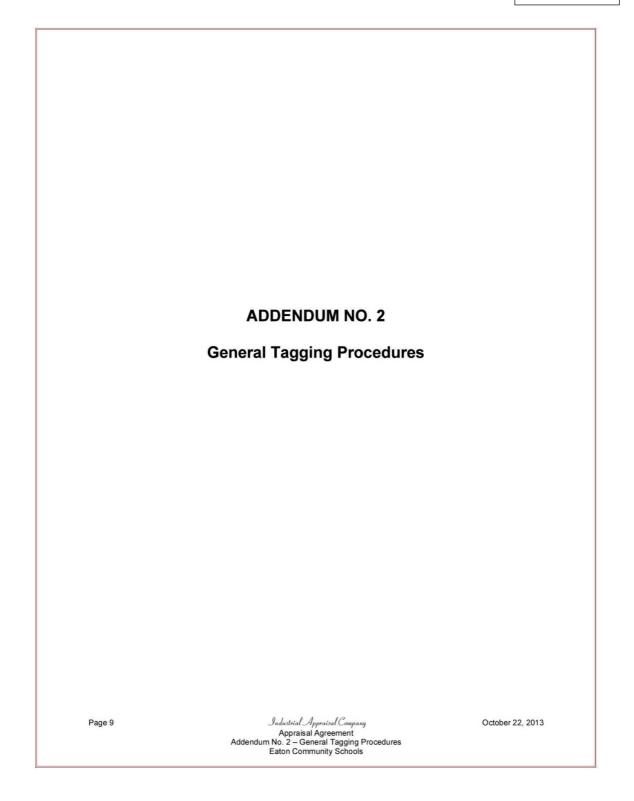
Industrial Appraisal Company Appraisal Agreement Eaton Community Schools

October 22, 2013

ACCEPTANCE/AUTHORIZATION	TO PROCEED	
incorporated in this instrument. Ac	bound by any promise, term nor condition ceptance of this Appraisal Agreement als I services expires after ninety (90) da	o indicates acceptance of the
SUBMITTED this 22 nd day of Octob	per 2013	
INDUSTRIAL APPRAISAL COMPAN TWO GATEWAY CENTER 603 STANWIX STREET, SUITE 150 PITTSBURGH, PENNSYLVANIA 152 Muth A. J	00 222	
Keith A. Lalley Regional Sales Ma		
ACCEPTED:	a.	
EATON COMMUNITY SCHOOLS 307 NORTH CHERRY STREET EATON, OHIO 45320		
Signature		
Date		
Print Name		
OPTIONAL SERVICE ACCEPTAN	NCE: (Please Initial)	
Where information for land is not a Industrial Appraisal Company can	vailable or provided, the	00 Per Parcel
Page 6	Industrial Appraisal Company Appraisal Agreement	October 22, 2013

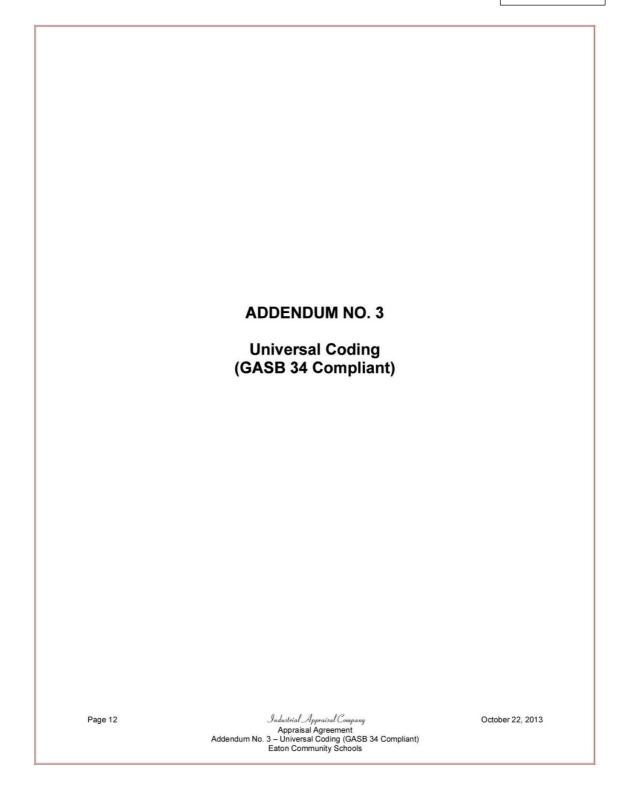


	ADDENDUM NO. 1	
	Properties to be Appraised	1
	APPRAISAL AGREEMENT	~~
	Eaton Community Schools 307 North Cherry Street Eaton, Ohio 45320	
	PROPERTY LOCATION	Approximate Square Footage
1.	Administrative Offices (Treasurer and Superintendent's)	
2.	Eaton High School 600 Hillcrest Drive	130,761
3.	New Eaton Middle School 814 Camden Road	88,482
4.	New William Bruce Elementary School 506B Aukerman Street	64,322
5.	Hollingsworth East Elementary School 506 Aukerman Street	70,307
6.	New Athletic Field Complex Hillcrest Road	
7.	Bus Garage Lexington Avenue ➢ Pole Barn	9,627 5,400
8.	Old Athletic Field Complex	
	APPROXIMATE TOTAL SC	QUARE FOOTAGE: 368,899
9.	Site Improvements (Insurable and Uninsurable) at Property Locations listed on this Addendum To Include: Lighting, Fencing, Signs, Flagpoles, Parking L Sidewalks, Curbs, Retaining Walls, Playground Equipmen All Weather Track, Property in the Open, Etc.	
ADDENDUM OI	DTED IN THIS AGREEMENT IS FOR THE APPRAISAL OF THE I <u>NLY</u> . THE APPRAISAL OF LOCATIONS NOT LISTED ON THIS ADDE AGE WILL RESULT IN ADDITIONAL CHARGES.	
Please Initial	Verification of Property Listing	
Page 8	Industrial Appraisal Company Appraisal Agreement Addendum No. 1 - Properties to be Appraised	October 22, 2013



Syrowwww.	General Tagging Procedur
place	Industrial Appraisal Company recommends the following tagging procedures. Variations on ement are welcomed, but any desired variations and/or unique tag placement must be discus the Appraiser <u>prior to the start of the field inventory work</u> .
1.	EASE OF IDENTIFICATION
	Tags will be placed in consistent locations on similar assets. Consistency increases the easidentification by internal staff and outside auditors.
2.	DETRACTABILITY
	The tag placement will take into consideration the appearance of a tagged asset in specified visibility areas e.g., Executive Offices. The appearance of an asset should not be compromise placing the tag on an area that will diminish its appearance.
3.	NO OBSTRUCTION OF WORK ACTIVITY
	Tags will not be placed on movable parts, protective glass covering readouts and measuremen on safety decals.
4.	PHYSICAL CONVENIENCE
	On assets that are bulky or heavy and would require movement to access the proper location, will be placed on the most convenient location. Tags will be placed on a flat surface to in readability by a hand-held scanner.
5.	EQUIPMENT AND RECOMMENDED TAG PLACEMENT
	The following lists various assets and the recommended tag placement.

GE	NERAL FURNITURE
Description	Tag Location Code
Desks Chairs / Swivel (Executive-Secretary) Chairs / Stationary (Slide, Open Arm, LNG) Credenza Bookcase Cabinets (File, Storage, Supply) Shelving Table (Conference, Work, Library) Table (Conference, Work, Library) Table (End, Coffee) Sofa, Settee Air Conditioners (Window Type)	KW PB IL ULF ULF ULF IL IL IL IL
<u>0</u>	FFICE MACHINES
Description	Tag Location Code
Computer Monitors Computer Processors Typewriters Calculators and Adding Machines Copiers and Duplicators Accounting Machines Time Stamps Mailing Machines Dictators and Transcribers Microfilm Readers Imprinters	ULF ULF LC S S NP ULF NP S S S NP
B C F I KW L NP P R S U	BOTTOM COVER FRONT INSIDE KNEE WELL LEFT NUMBER PLATE PEDESTAL RIGHT SIDE UPPER
App Addendum No. 2	ial Appraisal Company October 22, 2013 raisal Agreement – General Tagging Procedures Community Schools



412 UNIVERSAL CODING for	-471-2566/800-245- www.indappr.com	ĺ	sot Annraisa
DESCRIPTION	ASSET/ PROPERTY <u>CLASS</u>		SALVAGE VALUE %
LAND, IMPROVEMENTS, BU		IRES INERA	STRUCTURE
Land	01	N/A	N/A
Site Improvements	02	20+/-	00
Buildings	03	40+/-	00
Leasehold Improvements	04	20	00
Infrastructure	05	50+/-	00
BUILDING ITEMS/PERMANE	NT FIXTURES		
Stained Glass	06		
Stained Glass - Fine Arts	07		
Chandeliers/Sconces	08		10
Pipe Organs	09		10
Statues	10		
Bells/Bell Carillons (Bldg.)	11		
Murals/Icons	12		
Architectural Fine Arts	14		
Permanent Fixtures	21	20	00
Bowling Alley/Pinsetters	22	20	10
Carillon (PF)	23	20	10
Permanent Fixtures SV	25	N/A	N/A

Attachment A

DESCRIPTION	ASSET/ PROPERTY CLASS	LIFE	SALVAGE VALUE %
BEGONATHON	02/100	terr te	THEOR IN
EQUIPMENT			
Machinery/Shop Equip.	30	15	10
Construction Equipment	32	15	10
Refrigeration Equip (Ice Rink, etc.)	34	15	05
Equipment	38	15	05
Office Mach & Devices	44	08	00
Audio Visual Equip	45	06	05
EDP Equip	46	05	00
Telephone System	47	10	00
Laboratory/Science Equipment	48	10	10
Medical/Hospital Equipment	49	10	10
Food Service & Appliances	51	15	05
Communications (Radio/TV) Equip	52	10	05
Sacred Vessels/Vestments/Altar Linens	54	10	10
Books, Periodicals & Materials	55	7	10
Fine Arts	56	N/A	N/A
Music Equip & Instruments	57	20	10
Manufacturing Piping	58	20	00
Process Piping	60	20	00
Power Feed Mains	62	20	00
Vehicles Police Acq. Only	63	2	05
Mobile Equipment	64	12	05
Vehicles Licensed Acg. Only	66	8	10
Leased Equipment	67	N/A	N/A
'On Board'' Vehicle Equipment	70	10	05
Maintenance & Grounds Equip.	72	15	05
Books & Periodicals "OV"	80	7 w/cost	N/A
Dockets & Maps "OV"	81	7 w/cost	N/A
Law Books "OV"	82	7 w/cost	N/A
Molds - Dies - Fixtures "OV"	83	N/A	N/A
EDP Software or Equip."OV"	84	5 w/cost	00
AV Software or Equip."OV"	85	6 w/cost	05
Miscellaneous Equip. "OV"	86	10 w/cost	00
Musical Instruments "OV"	87	20 w/cost	10
Uniforms "OV"	88	10 w/Cost	10
Stated Value Equipment	90	N/A	N/A
Athletic & Sports Equipment	91	10	10
Educational & Janitorial Supplies	98	N/A	N/A
"Optional" Description	99	Optional	Optional

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Industrial Appraisal Company Appraisal Agreement Addendum No. 3 – Universal Coding (GASB 34 Compliant) Eaton Community Schools

October 22, 2013

Attachment A

	800.245.2718 412-471-2566 Fax 412-471-1758 www.indappr.com a copy of the Appraisal Summary	o our Advisor Listed Belo	ow:
Advisor's Email:		8 15 27el 34	2
	Please indicate if you wish to have a electronically each year: Yes D No.		visor
Name:			
Company:			
Address:			
Name of Appraised Property:			
Signature:			
Print Name:		Date:	
Telephone:			
Form 311	Industrial Appraisal Compa	ny 5-09	

Page 15

Industrial Appraisal Company Appraisal Agreement Form 311 – Agent Authorization Eaton Community Schools

October 22, 2013

Attachment B

File: GBK

NO TOBACCO USE ON DISTRICT PROPERTY BY STAFF MEMBERS

The Board has a duty to protect and promote the health and well-being of all students and staff. The Board is acutely aware of the serious health risks associated with the use of tobacco products, both to users and nonusers, and that most tobacco use begins by the age of 18. The Board recognizes that staff and school visitors serve as role models to students and, therefore, adopts this 100% tobacco-free District policy to endorse a healthy lifestyle and prevent tobacco use.

For the purpose of this policy, "tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product, and spit tobacco, also known as smokeless, dip, chew and snuff, in any form.

Tobacco Use Prohibited

No staff member or volunteer is permitted to smoke, inhale, dip or chew tobacco at any time, including non-school hours:

- 1. in any building, facility or vehicle owned, leased, rented or chartered by the District or
- 2. on school grounds, athletic facilities or parking lots.

No staff member or volunteer is permitted to smoke, inhale, dip or chew tobacco at any time, including non-school hours, at any school-sponsored event off campus.

Tobacco Advertisements and Promotions

Tobacco advertising is prohibited on school grounds, in all school-sponsored publications and at all school-sponsored events. Tobacco promotional items that promote the use of tobacco products, including clothing, bags, lighters and other personal articles, are not permitted on school grounds, in school vehicles or at school-sponsored events.

Providing Notice to Staff

"No Tobacco" signs will be posted throughout the District at entrances and other appropriate locations in all academic buildings, administrative spaces and athletic fields. District staff will be provided notice of this policy. District vehicles will display the international "No Smoking" insignia.

Attachment B

File: GBK

Enforcement

Disciplinary measures taken against staff for violations of this policy comply with the requirements of State law, related District policies and regulations and/or the staff negotiated agreements.

Disciplinary actions may be taken against District personnel found in violation of this policy.

Educational Reinforcement

Tobacco use prevention education shall be closely coordinated with the other components of the school health program. Staff responsible for teaching tobacco use prevention education shall have adequate pre-service training and participate in ongoing professional development activities to effectively deliver the education program.

Tobacco Education Program Resources

To search for local tobacco cessation programs, visit www.otpf.org.

[Adoption date:]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq. Goals 2000: Educate America Act; 20 USC 6081 through 6084 ORC 3313.20 3794.01; 3794.02; 3794.03(F); 3794.04; 3794.06 OAC 3301-35-02; 3301-35-05

CROSS REFS.: JFCG, Tobacco Use by Students KGC, Smoking on District Property

File: JFCG

TOBACCO USE BY STUDENTS

The Board has a duty to protect and promote the health and well-being of all students and staff. The Board is acutely aware of the serious health risks associated with the use of tobacco products, both to users and nonusers, and that most tobacco use begins by the age of 18. Therefore, the Board adopts this 100% tobacco-free District policy to endorse a healthy lifestyle and prevent tobacco use.

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Tobacco Use Prohibited

No student is permitted to smoke, inhale, dip or chew tobacco at any time, including non-school hours:

- 1. in any building, facility or vehicle owned, leased, rented or chartered by the District or
- 2. on school grounds, athletic facilities or parking lots.

No student is permitted to smoke, inhale, dip or chew tobacco at any time, including non-school hours, at any school-sponsored event off campus.

Additionally, no student is permitted to possess cigarettes, other tobacco products, papers used to roll cigarettes, lighters or other paraphernalia at any time.

Providing Notice

"No Tobacco" signs will be posted throughout the District at entrances and other appropriate locations in all academic buildings, administrative spaces and athletic fields. Students are provided notice of this policy through student handbooks. District vehicles will display the international "No Smoking" insignia. Announcements will be made during home athletic events both before the event and during intermission, as well as at all school functions where deemed appropriate. School programs will include a written reminder of the no tobacco use on District property policy.

Students and parents are given copies of the standards of conduct and statement of disciplinary sanctions, and notified that compliance with the standards of conduct is mandatory.

File: JFCG

Enforcement

Disciplinary measures taken against students for violations of this policy comply with the requirements of Federal and State law and related District policies and regulations. Specific measures are outlined in the Student Code of Conduct.

Disciplinary actions may be taken against students found in violation of this policy.

Educational Reinforcement

Tobacco use prevention education shall be closely coordinated with the other components of the school health program. Staff responsible for teaching tobacco use prevention education shall have adequate pre-service training and participate in ongoing professional development activities to effectively deliver the education program. Preparation and professional development activities shall provide basic knowledge about the effects of tobacco use and effects of peer pressure on tobacco use combined with skill practice in effective instructional techniques and strategies and program-specific activities.

[Adoption date:]

- LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq. Goals 2000: Educate America Act; 20 USC 6081 through 6084 ORC 3313.66; 3313.661; 3313.751 3794.01; 3794.02; 3794.03(F); 3794.04; 3794.06 OAC 3301-35-02; 3301-35-04
- CROSS REFS.: JFA, Student Due Process Rights JFC, Student Conduct (Zero Tolerance) JGD, Student Suspension JGE, Student Expulsion Student Handbooks

Eaton High School Swim Team Pool Rental Proposal 2013-2014

Monday/Tuesday/Wednesday/Thursday – 3:00-5:00 PM Total Pool Time: 8 hours/week

Meets: Four Home Meets, Dates 12/4/13, 12/11/13, 1/15/14, 1/23/14 (6:00-9:00pm)

Cost: \$4,632 (4 Lanes – 4 meets) or \$5,640 (5 Lanes – 4 Meets)

- Cost is based upon a rate of \$9 per lane, per hour, and 14 weeks of practices.
- Cost includes \$150 for each home swim meet.
- The YMCA cannot reimburse for canceled practices, unless the YMCA is responsible for the cancellation.

Guidelines:

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.

Authorized Signature:	_ Date:
Executive Director:	Date:
Program Director:	Date:

Contract will be effective for time period Nov. 1, 2013 to March 1st, 2014

Attachment E

Memorandum of Understanding

Among

Miami Valley Career Technology Center ("Miami Valley")

And the Associate School Districts and Educational Service Centers (ESCs) of

Carlisle, Eaton, Huber Heights, Miamisburg, Milton-Union, Northmont, Tipp City, Trotwood-Madison, Vandalia-Butler, Versailles, and West Carrollton; Darke County ESC (currently on behalf of Ansonia Local School District, Arcanum-Butler Local School District, Franklin Monroe Local School District, Mississinawa Valley Local School District, and Tri-Village Local School District), Miami County ESC (currently on behalf of Bethel Local School District and Miami East Local School District), Montgomery County ESC (currently on behalf of Brookville Local School District, Jefferson Township Local School District, New Lebanon Local School District, Northridge Local School District, and Valley View Local School District), Preble County ESC (currently on behalf of National Trail Local School District, Preble-Shawnee Local School District, Tri-County North Local School District, and Twin Valley Community Local School District) (teacthor with Miami Valley "Signatory Districts")

(together with Miami Valley, "Signatory Districts")

For The Purpose of Compliance With

Ohio Revised Code 3311.19, JVSD Board Governance

Preamble

1. <u>Purpose</u>: We the undersigned "Signatory Districts" as members of Miami Valley Joint Vocational School District ("JVSD") enter into this Memorandum of Understanding ("MOU") in recognition of the fact that the law has changed with respect to eligibility to serve on the board of a JVSD. The purpose of this MOU is to outline how we as members of the JVSD intend to work together to comply with the new law. While the MOU is based on specific provisions of state law, the MOU itself is not a legally binding contract and neither creates nor destroys any substantive or procedural rights under federal, state, or local law.

2. <u>Term of MOU</u>: This MOU shall apply to all Board appointments taking place on or after September 29, 2013, the Effective Date of the amendment to ORC 3311.19. It remains in place in perpetuity, subject to the Withdrawal or Amendment provision below. It applies to appointments made on or after the Effective Date as the terms of members of the Miami Valley board who are serving unexpired terms expire or as those offices are otherwise vacated prior to the expiration date.¹

¹ See ORC 3311.19(C)(1)

3. <u>Withdrawal or Amendment</u>: Any Signatory District may withdraw from or propose amendments to this MOU at any time. Prior to taking effect, all signatories must agree to any proposed amendment. Withdrawal by one or more Signatory Districts does not abrogate the MOU for the remaining Signatory Districts. In addition to the formal amendment or withdrawal process, Signatory Districts may from time to time informally share best practices among each other to help ensure compliance with the new law.

Requirements of ORC 3311.19

4. <u>Board Members' Terms of Service</u>: Signatory Districts agree that by law, members appointed to the Miami Valley Career Technology Center board shall serve three-year terms of office and that no member shall hold office for a period of longer than two consecutive terms. (Terms shall be considered consecutive unless separated by three or more years).²

5. <u>Manner of Appointment</u>: Signatory Districts agree that by law, the manner of appointment and the total number of members appointed to the Miami Valley Career Technology Center board shall remain in accord with the Miami Valley Career Technology Center "plan" on file with the state board of education. Neither the amendment to state law nor this MOU is intended to alter the manner of appointment.³

6. <u>Appointing Boards</u>: Signatory Districts agree that by law, in accordance with the Miami Valley Career Technology Center plan, members of the Miami Valley Career Technology Center board will continue to be appointed by the school boards of the associate districts ("Appointing Boards"). The Appointing Boards retain sole discretion to appoint members to the Miami Valley Career Technology Center board whom they find to be lawfully qualified to serve.

7. <u>Eligible Candidates</u>: Signatory Districts agree that subject to the requirements of state law, Appointing Boards may appoint to the Miami Valley Career Technology Center board any member of the Appointing Board who is lawfully eligible to serve. Alternatively, Appointing Boards may appoint to the Miami Valley Career Technology Center board any individual who is not a member of the Appointing Board who is lawfully eligible to serve.

8. <u>Residency / Place of Business Requirement</u>: Signatory Districts agree that by law, not less than three-fifths of the members of the Miami Valley Career Technology Center board shall reside in or be employed within the territory of Miami Valley Career Technology Center, defined as the geographic footprint of the associate school districts served by Miami Valley Career Technology Center.⁵ Whereas this "residency or place-of-business requirement" is applicable to the Miami Valley Career Technology Center board as a whole, the Signatory Districts agree to communicate with and cooperate amongst each other when considering prospective Miami Valley Career Technology

² See ORC 3311.19(B)

³ See ORC 3311.19(C)

⁴ See ORC 3311.19(C)

⁵ See ORC 3311.19(B)

Center board members' residency and place of employment. The Signatory Districts further agree not to make any appointment that would trigger the Miami Valley Career Technology Center board to fall out of compliance with this "residency or place-ofbusiness" provision, and to act immediately upon discovery of any non-compliance to remedy the situation. The Signatory Districts further agree that for purposes of compliance with this section, individuals appointed to the Miami Valley Career Technology Center board will notify Miami Valley Career Technology Center should the individual's home or work address change.

9. Employer Diversity: Signatory Districts agree that by law, Miami Valley Career Technology Center board members are to be selected based on the diversity of the employers in the Miami Valley Career Technology Center geographic footprint.⁶ Miami Valley Career Technology Center agrees to provide the other Signatory Districts with labor market data to assist in the appointment process. Given that this employer diversity requirement is applicable to the Miami Valley Career Technology Center board as a whole, the Signatory Districts agree to communicate with and cooperate amongst each other when considering how prospective board members' help ensure that the Miami Valley Career Technology Center board represents the diversity of employers in the territory served by Miami Valley Career Technology Center. The Signatory Districts further agree not to make any appointment that would trigger the Miami Valley Career Technology Center board to fall out of compliance with this "diversity of employers" provision, and to act immediately upon discovery of any non-compliance to remedy the situation.

10. Business Experience: Signatory Districts agree that by law, Appointing Boards are to appoint members to the Miami Valley Career Technology Center board who have experience as chief executive officers, chief financial officers, human resources managers, or other business, industry, or career counseling professionals who are gualified to discuss the labor needs of the region with respect to the regional economy. Further, Appointing Boards shall appoint individuals who represent employers in the region served by Miami Valley Career Technology Center who are qualified to consider the state's workforce needs with an understanding of the skills, training, and education needed for current and future employment opportunities in the state.⁷ The Signatory Districts further agree not make any appointment that would trigger the Miami Valley Career Technology Center board to fall out of compliance with this "business experience" provision.

11. JVSD Business Advisory Committees: Signatory Districts agree that in making an appointment, Appointing Boards may give preference to individuals who have served as members on a JVSD business advisory committee who meet the business qualifications required by law.⁸

⁶ See ORC 3311.19(B) ⁷ See ORC 2211.19((C)(2)

⁸ See ORC 3311.19(C)(2)

Documenting Compliance

12. <u>Compliance</u>: Signatory Districts agree to act in good faith at all times with respect to compliance with this MOU. Signatory Districts further agree to document compliance with this MOU (and the statute on which it is based) through any means they deem appropriate and, upon request, to share this documentation with Miami Valley Career Technology Center so that Miami Valley Career Technology Center is assured at all times its board is lawfully constituted. Such documentation from the signatory school districts may include, but is not limited to, resumes from candidates for appointment, questionnaires from candidates for appointment outlining their qualifications to serve, and appointing resolutions that outline the candidate's qualifications. Attached as an addendum to this MOU are a sample questionnaire and sample appointing resolution Appointing Boards may elect to utilize to document their compliance.

13. <u>District Policies</u>: The Signatory Districts agree to review their own internal appointment policies and procedures to ensure compliance with this new law and this MOU. To the extent those policies may be in direct conflict with the new law, the Signatory Districts agree those policies are rendered obsolete.