

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
May 9, 2016
6:00 p.m.

I. Opening of the Meeting

A. Call to Order – President

B. Roll Call – President

R. Cooper___ L. Noble ___ T. Parks___ B. Pool ___ K. Shepherd ___

C. Pledge of Allegiance

D. Recognition of Employee Achievement

The Eaton Board of Education and Administration wishes to recognize Mr. Eric Silverman for his professionalism, dedication, and outstanding representation of the Eaton Community School District.

Furthermore, the Board and Administration wishes to congratulate Mr. Silverman as the recipient of the Southwest Ohio Athletic Directors Association's Horizon Award.

E. Recognition of Visitors

F. Executive Session (if necessary)

Elizabeth Jones invited to participate in executive session.

To discuss matters that federal law or regulations or state statutes require the public body to keep confidential (FERPA, 20 USC § 1232g; RC3319.321).

To consider the employment of a public employee or official.

Motion by _____, second by _____ to convene executive session.

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

G. Other Opening Business

II. Treasurer's Business – Rachel Tait

A. The Treasurer recommends approval of the following:

1. Approve minutes of the April 11, 2016 Regular Board Meeting.
2. Approve minutes of the April 27, 2016 Special Board Meeting.
3. Submission of Warrants.
4. Submission of Financial Report.
5. Submission of Investments.
6. Approve FY16 Supplemental Appropriations by fund.
7. Approve FY16 revised Five Year Forecast.
8. Approve comprehensive insurance with Liberty Mutual Insurance.
9. Approve amending Resolution 1415-187 – Ratification of the Southwestern Ohio Educational Purchasing Council Natural Gas Sales Agreement to be extended an additional year to June 2018.

Motion by _____, seconded by _____, to approve agenda Item II. A.

Discussion

Cooper ____ Parks ____ Pool ____ Shepherd ____ Noble ____

President declares motion _____.

B. Resolution Providing for the Issuance of School Improvement Refunding Bond

A resolution providing for the issuance of not to exceed \$22,005,000 school improvement refunding bonds

WHEREAS, the Eaton Community City School District (the "District") issued \$28,199,985.20 School Improvement Bonds (the "Original Bonds") dated April 1, 2002 for the purpose of refunding general obligation bond anticipation notes issued for the purpose of constructing a new high school, improving and renovating Bruce Elementary, and constructing improvements, renovations and additions to East Elementary, including equipment and furnishings therefore, site improvements and demolition of Dixon-Israel Middle School, together with all necessary appurtenances thereto (the "Project") by virtue of a requisite majority vote of the electors of said school district voting upon the proposition at an election held on November 6, 2001 and a resolution adopted by this Board of Education on March 11, 2002; and

WHEREAS, the District issued \$23,280,000 School Improvement Refunding Bonds dated December 5, 2006 (the "Refunding Bonds") to refund those Original Bonds maturing on

December 1, 2011 through and including December 1, 2021 and December 1, 2025 and December 1, 2029; and

WHEREAS, \$22,005,000 principal amount of said Original Bonds subject to optional call remains outstanding; and

WHEREAS, it is in the best interest of the District to refund a portion of those Refunding Bonds currently outstanding, pursuant to and as permitted by Section 133.34 of the Ohio Revised Code, in order to reduce net debt service charges payable by the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Eaton Community City School District, County of Preble, Ohio:

SECTION 1. That it is necessary to issue bonds (the "Bonds") of the District in a principal amount of not to exceed \$22,005,000 consisting of Current Interest Bonds (the "Current Interest Bonds") as to which interest is payable on each Interest Payment Date (as defined herein) and, if included in the bond purchase agreement to be executed by the Treasurer (the "Bond Purchase Agreement"), Capital Appreciation Bonds (the "Capital Appreciation Bonds") as to which interest is (a) compounded semiannually on the dates (each an "Interest Accretion Date") established as such in the Bond Purchase Agreement and (b) payable only at maturity in such respective principal amounts as shall be set forth in the Bond Purchase Agreement to refund certain Refunding Bonds consisting of bonds identified in the Escrow Agreement (collectively, the "Refunded Bonds") and to pay costs of issuance of the Bonds and costs related to the refunding of the Refunded Bonds. Those Refunded Bonds subject to optional call shall be and hereby are ordered called for optional redemption according to their terms on the first optional redemption date (December 1, 2016).

SECTION 2. That the Bonds shall be issued in such principal amount for the purpose aforesaid. The Current Interest Bonds shall be dated as stated in the Bond Purchase Agreement, numbered from R-1 upwards in order of issuance, of the denominations of \$5,000 or any integral multiple thereof. Any Capital Appreciation Bonds, if any, shall be dated the date of closing of the Bonds, shall be in the aggregate principal amount as set forth in the Bond Purchase Agreement and shall be numbered from CAB-1 upwards in order of issuance, of the denominations equal to the principal amounts that, when interest is accrued and compounded thereon from their respective dates on each Interest Accretion Date, will equal a \$5,000 Maturity Amount (which means, with respect to a Capital Appreciation Bond, the principal and interest due and payable at the stated maturity of this Capital Appreciation Bond) and any integral multiples thereof. Each Bond shall be of a single maturity, and shall bear interest at rates per annum indicated in the Bond Purchase Agreement, which the Treasurer is hereby authorized to sign. Interest shall be payable on the Current Interest Bonds on the first day of June and the first day of December of each year commencing December 1, 2016, or as designated in the Bond Purchase Agreement, (the "Interest Payment Date"), until the principal sum is paid. The Bonds shall mature on December 1 in each year and in such amounts as designated in the

Bond Purchase Agreement. It is determined by the Board of Education that the issuance of the Bonds in one lot as provided herein is necessary and will be in the best interest of the Board of Education. The last maturity of the Bonds shall not be later than the year of last maturity permitted by law for the Original Bonds (December 1, 2029).

The total interest on each Capital Appreciation Bond as of any date shall be an amount equal to the difference between the Compound Accreted Amount of such Capital Appreciation Bond as of such date and the principal amount of such Capital Appreciation Bond. "Compound Accreted Amount" means with respect to any Capital Appreciation Bond, the principal amount thereof plus interest accrued and compounded on each Interest Accretion Date to the date of maturity or other date of determination, as set forth in the Exhibit to the Bond Purchase Agreement as of any Interest Accretion Date of the respective Capital Appreciation Bonds, and as determined in accordance with this section as of any other date.

The Compound Accreted Amount of the Capital Appreciation Bonds of each maturity as of each Interest Accretion Date shall be set forth in the Exhibit to the Bond Purchase Agreement. The Compound Accreted Amount of any Capital Appreciation Bond for each maturity as of any other date shall be (a) the Compound Accreted Amount for such Capital Appreciation Bond on the immediately preceding Interest Accretion Date plus (b) the product of (i) the difference between (A) the Compound Accreted Amount of that Capital Appreciation Bond on the immediately preceding Interest Accretion Date and (B) the Compound Accreted Amount of that Capital Appreciation Bond on the immediately succeeding Interest Accretion Date, times (ii) the ratio of (C) the number of days from the immediately preceding Interest Accretion Date to (but not including) the date of determination (determined on the basis of a 360-day year comprised of twelve 30-day months) to (D) the number of days from that immediately preceding Interest Accretion Date to (but not including) the immediately succeeding Interest Accretion Date (determined on the basis of a 360-day year comprised of twelve 30-day months); provided, however, that in determining the Compound Accreted Amount of a Capital Appreciation Bond as of a date prior to the first Interest Accretion Date, the closing date of the Bonds shall be deemed to be immediately preceding the Interest Accretion Date and the original principal amount of that Capital Appreciation Bond shall be deemed to be the Compound Accreted Amount on the closing date of the Bond issue.

The Bonds shall be initially issued only to a securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book entry system to record ownership of beneficial interests in Bonds, and to effect transfers of beneficial interests in Bonds, and includes and means initially The Depository Trust Company (a limited purpose trust company) New York, New York ("Depository") for use in a form or system under which the physical Bond certificates in fully registered form are issued only to a Depository or its nominee as registered owner, with the certificated Bonds held and "immobilized" in the custody of the Depository, and the book entry system, maintained by and the responsibility of the Depository and not maintained by or the responsibility of the Board of Education, is the record that identifies, and records the transfers of the beneficial interests of the owners of the Bonds (the

"Book Entry System" or "Book Entry Form") and: (i) those Bonds shall be registered in the name of the Depository or its nominee as registered owner, and immobilized in the custody of the Depository; and (ii) those Bonds shall be transferable or exchangeable in accordance with this resolution, provided that so long as a Book Entry System is used for the Bonds, the Bonds may only be transferred to another Depository or to another nominee of a Depository without further action by the Board of Education pursuant to this section. The Board of Education may, and may require the paying agent and registrar as identified in the Bond Purchase Agreement (the "Paying Agent and Registrar") to transfer the Bonds from one Depository to another Depository at any time.

Notwithstanding any other provision of this Resolution or any Bond to the contrary, with the approval of the Board of Education, the Paying Agent and Registrar may enter into an agreement with a Depository, or the nominee of a Depository, that is the registered owner of a Bond in the custody of that Depository providing for making all payments to that registered owner of principal of and interest and any premium on that Bond or any portion of that Bond (other than any payment of its entire unpaid principal amount) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this Resolution, without prior presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Paying Agent and Registrar and the Board of Education. That payment in any event shall be made to the person who is the registered owner of that Bond on the date that principal and premium is due, or, with respect to the payment of interest, as of the applicable Interest Payment Date or other date agreed upon, as the case may be. The Paying Agent and Registrar will furnish a copy of each of those agreements, certified to be correct by an officer of the Paying Agent and Registrar to the Board of Education. Any payment of principal, premium or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Resolution.

If any Depository determines not to continue to act as a Depository for the Bonds in a Book Entry System, the Board of Education may attempt to have established a securities depository/Book Entry System relationship with another qualified Depository under this Resolution. If the Board of Education does not or is unable to do so, the Board of Education and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by appropriate notice to the then Depository, shall permit withdrawal of the Bonds from the Depository, and authenticate and deliver Bond certificates in fully registered form, in denominations of \$5,000 or integral multiples thereof, to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing or otherwise preparing, and delivering, replacement Bonds) of those persons requesting that authentication and delivery, unless Board of Education action or inaction shall have been the cause of the termination of the Book Entry System, in which event such cost and expense shall be borne by the Board of Education.

SECTION 3. That certain Current Interest Bonds as identified by maturity in the Bond Purchase Agreement may be subject to optional redemption prior to maturity, on the date specified in the

Bond Purchase Agreement in whole or in part at any time at a redemption price of 100% of the par value thereof, plus accrued interest.

SECTION 4. That the Current Interest Bonds maturing on December 1, in the years, if any, designated in the Bond Purchase Agreement, may be subject to mandatory sinking fund redemption at a redemption price of 100% of the principal amount to be redeemed plus accrued interest to the date of redemption on December 1 in the years and in the respective principal amounts as set forth in the Bond Purchase Agreement.

SECTION 5. That the Bonds shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of this Resolution. The Bonds shall be in fully registered form and shall bear the signatures of the President and Treasurer of the Board of Education, provided that either or both of such signatures may be facsimile signatures, and shall bear the manual authenticating signature of an authorized officer of the Paying Agent and Registrar for the Bonds. The principal amount of each Current Interest Bond shall be payable at the principal office of the Paying Agent and Registrar and interest thereon shall be mailed on each interest payment date to the person whose name appears on the record date (May 15 and November 15 for June 1 and December 1 interest, respectively) on the Bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at his address as it appears on such registration records.

Subject to the use of a Book Entry System, the Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The Board of Education and the Paying Agent and Registrar shall not be required to transfer any Bond during the 15-day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying agent and Registrar. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Board of Education and the Paying Agent and Registrar may deem and treat the registered holders of the Bonds as the absolute owners thereof for all purposes, and neither the Board of Education nor the Paying Agent and Registrar shall be affected by any notice to the contrary. The Treasurer may execute the letter of representations with the Depository and the Paying Agent and Registrar Agreement in connection with the issuance of the Bonds.

SECTION 6. That the Bonds shall be sold in the aggregate to RBC Capital Markets, LLC, Cincinnati, Ohio (the "Underwriter") at not less than ninety-seven percent (97%) of their principal amount and accrued interest, in accordance with the Bond Purchase Agreement to be executed by the Treasurer, and the proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, which shall include payment of the outstanding principal amount of and any redemption premium on the Refunded

Bonds and may include any expenses relating to the refunding of the Refunded Bonds or the issuance of the Bonds, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Bonds in the manner provided by law.

SECTION 7. That the Bonds shall be the full general obligations of the Board of Education and the full faith, credit and revenue of the Board of Education are hereby pledged for the prompt payment of the same. Any excess fund resulting from the issuance of the Bonds, shall to the extent necessary be used only for the retirement of the Bonds at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 8. That during the period which the Bonds run, there shall be levied upon all of the taxable property in the Board of Education, in addition to all other taxes, a direct tax annually outside the limitations of Section 2 of Article XII of the Constitution of Ohio, in an amount sufficient to pay the principal of and interest on the Bonds when and as the same fall due. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of the Bonds, when and as the same fall due.

SECTION 9. That this Board of Education hereby covenants that it will restrict the use of the proceeds of the Bonds hereby authorized in such manner and to such extent, if any, and take such other actions as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to Federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder, and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Bonds. The Treasurer or any other officer having responsibility with respect to the issuance of the Bonds is authorized and directed to give an appropriate certificate on behalf of the Board of Education on the date of delivery of the Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the Treasurer is hereby directed to forward a certified copy of this Resolution to the Preble County Auditor.

SECTION 11. That it is hereby determined and recited that all acts, conditions and things necessary to be done precedent to and in the issuing of the Bonds in order to make the same

legal, valid and binding obligations of the Board of Education have happened, been done and performed in regular and due form as required by law; and that no limitation of indebtedness or taxation, either statutory or constitutional, will have been exceeded in the issuance of said Bonds.

SECTION 12. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the Board of Education to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Bonds and, if appropriate, rendering its approving legal opinion in connection therewith. The Treasurer is authorized to execute an engagement letter with said law firm.

SECTION 13. That this Board of Education hereby authorizes the Treasurer to prepare, correct, revise, execute together with the President and deliver, on behalf of the Board of Education, to appropriate persons, preliminary and final drafts of a Preliminary Official Statement deemed final for purposes of Securities and Exchange Commission Rule 15c2-12 and an Official Statement relative to the sale of the Bonds and copies thereof are hereby authorized to be furnished to the Underwriter for distribution to prospective purchasers of the Bonds and other interested persons.

SECTION 14. That this Board of Education hereby authorizes the Treasurer to take all steps necessary to obtain one or more municipal bond ratings if the underwriter recommends, and a policy of municipal bond insurance for the Bonds. The Board of Education hereby agrees to and shall be bound by all terms and conditions of said policy (and the commitment issued therefor) if purchased by the Board of Education pursuant to the recommendation of the Underwriter.

SECTION 15. That this Board of Education hereby covenants and agrees that it will execute, comply with and carry out all of the provisions of a continuing disclosure certificate dated the date of issuance and delivery of the Bonds (the "Continuing Disclosure Certificate") in connection with the issuance of the Bonds. Failure to comply with any such provisions of the Continuing Disclosure Certificate shall not constitute a default on the Bonds; however, any holder of the Bonds may take such action as may be necessary and appropriate, including seeking specific performance, to cause this Board of Education to comply with its obligations under this section and the Continuing Disclosure Certificate.

SECTION 16. That the Treasurer of this Board of Education is hereby authorized to execute and deliver an agreement with the Paying Agent and Registrar for its services.

SECTION 17. That it is found and determined that all formal actions of this Board of Education concerning and relating to the adoption of this Resolution were taken in open meetings of this Board of Education, and that all deliberations of this Board of Education and of any of its committees that resulted in such formal action, were taken in meetings open to the public, in compliance with the law.

SECTION 18. That this Resolution shall take effect immediately upon its adoption.

Motion by_____, seconded by_____, to approve agenda
Item II. B.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

C. Resolution Declaring an Urgent Necessity

A resolution declaring an urgent necessity exists and authorizing the Treasurer of the Board of Education to enter an agreement to replace the high school roof under the urgent necessity exception to the competitive bidding statute.

WHEREAS, the Eaton Community School District (the “District”) High School requires a new roof due to hail damage; and

WHEREAS, a new roof is required to ensure the safety of students, staff members, and other community members; and

WHEREAS, the new roof must be installed over the summer so that it is finished before the start of the 2016-2017 school year; and

WHEREAS, execution of the competitive bidding process would take a minimum of two weeks, which could cause the project to not be finished before the start of the 2016-2017 school, leaving the District vulnerable to exposing students, staff members, and other community members to a potentially dangerous condition in the High School; and

WHEREAS, the Board of Education finds that such circumstances warrant the declaration of a case of urgent necessity in connection with the High School roof replacement and the awarding of a contract for such work outside of the two-week bid advertisement and other procedures required under Ohio Revised Code Section 3313.46.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Ohio Revised Code Section 3313.46, the Board of Education hereby recognizes the urgent necessity to replace the High School roof without formal competitive bidding to prevent the exposure of the school community to a heightened risk of harm, and authorizes the Treasurer to enter an agreement to replace the

roof, after receiving estimates and otherwise complying with bidding requirements to the extent reasonable, as determined by the Treasurer.

Motion by_____, seconded by_____, to approve agenda Item II. C.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

D. Contract with BK Contracting

Authorize the Treasurer to enter into a contract with BK Contracting for Eaton High School Roof Replacement Project at a cost not to exceed \$643,000.

Motion by_____, seconded by_____, to approve agenda Item II. D.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

III. Reports

A. Miami Valley Career Technology Center Report – Terry Parks

B. Parks and Recreation Board Report – Keith Shepherd

C. Superintendent's Report – Dr. Barbara Curry

D. Other Reports

IV. Old Business

V. New Business

A. Resignations

The Administration recommends approval of the following resignations.

1. Heather Green, 9th Grade Basketball Cheerleading Advisor, resignation effective June 30, 2016.
2. Tim Holland, Middle School Football Coach, resignation effective May 5, 2016.

Motion by_____, seconded by_____, to approve agenda Item V. A.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

B. Employment of Consultant

The Administration recommends the employment of Douglas Moore as a consultant to the Director of Technology on a limited contract beginning May 10, 2016 and ending on June 30, 2016, not to exceed 22 days.

Motion by_____, seconded by_____, to approve agenda Item V. B.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

C. Employment of Director of Technology

The Administration recommends the employment of Douglas Moore as the Director of Technology on a two year limited contract, effective July 1, 2016 through June 30, 2018. Salary, benefits and duties per Board Policy, Administrative Handbook and all applicable state and local requirements.

Motion by_____, seconded by_____, to approve agenda Item V. C.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

D. Amend Job Description

The Administration recommends approval to amend the job description for the School Psychologist to reflect the term of employment as two hundred thirteen (213) days, and the performance evaluations will be conducted by the director of education (Attachment A).

Motion by_____, seconded by_____, to approve agenda
Item V. D.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

E. Employment – School Psychologist

The Administration recommends the employment of Laura Cano as the School Psychologist, on a one year limited contract, July 1, 2016 through June 30, 2017. Salary, benefits, and duties per Board Policy, and all applicable state and local requirements.

Motion by_____, seconded by_____, to approve agenda
Item V. E.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

F. Employment – Cafeteria Manager

The Administration recommends the employment of Angela Daugherty as a Cafeteria Manager, on a two year limited contract, July 1, 2016 through June 30, 2018. Salary, benefits, and duties per Board Policy, Exempt Handbook, and all applicable state and local laws.

Motion by_____, seconded by_____, to approve agenda
Item V. F.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

G. Employment – Certificated Staff

The Administration recommends the employment of the following personnel on a one year limited contract for the 2016-2017 school year (July 1, 2016 – June 30, 2017. Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Sara Morris, Teacher
2. Lauren DuVall, Teacher

Motion by_____, seconded by_____, to approve agenda
Item V. G.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

H. Employment –Extended Learning Service

The Administration recommends approval for the following personnel to provide extended learning services to special education students, to be paid at a rate of \$20.00 per hour, not to exceed 20 hours per employee.

1. Kathy Chesnut
2. Dan Lucas
3. Shelby Nunnery
4. Susan Wible

Motion by_____, seconded by_____, to approve agenda
Item V. H.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

I. Amend Resolution # 1516-258

The Administration recommends amending resolution 1516-258 of the April 11, 2016 board meeting to reflect the employment of Emily Dumler as Cross Country Program Assistant Class VII.

Motion by _____, seconded by _____, to approve agenda Item V. I.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

J. Employment – Certificated Staff Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2016-2017 school year or as noted. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Amy Stevens-Arend, Kindergarten Grade Level Leader (1/2 stipend)
2. Kristina Armstrong, 1st Grade Level Leader (1/2 stipend)
3. Kathy Chesnut, 1st Grade Level Leader (1/2 stipend)
4. Robyn Eck, 2nd Grade Level Leader (1/2 stipend)
5. Erica Hamilton, Kindergarten Grade Level Leader (1/2 stipend)
6. Sydney Hartzell, 9th Grade Class Advisor
7. Sarah Leach, 2nd Grade Level Leader (1/2 stipend)
8. Samantha Torrey, Cross Country Program Assistant Class VI

Motion by _____, seconded by _____, to approve agenda Item V.J.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

K. Employment – Non-Certificated Staff – Athletics

The following positions have been posted and no certificated staff members have applied. The Administration recommends the employment of these nominees on one-year limited contracts for the 2016-2017 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. Mark Silvers, Cross Country Head Program Assistant Coordinator
2. Nan Silvers, Cross Country Program Assistant Class VII
3. Austin Fudge, High School Assistant Football Coach (1/2 stipend)
4. Todd Perry, High School Assistant Football Coach (1/2 stipend)
5. Chad Lee, High School Assistant Football Coach (1/2 stipend)
6. Robbie Sams, Middle School Football Coach
7. Randy Titkemeyer, Varsity Golf Coach
8. Tim Appledorn, Reserve Golf Coach
9. Matt Money, Varsity Boys Soccer Coach
10. Christopher Briley, Reserve Boys Soccer Coach (1/2 stipend)
11. Andrew Bergeron, Reserve Boys Soccer Coach (1/2 stipend)
12. Michael Bacher, Varsity Girls Soccer Coach
13. John Hitchcock, Varsity Girls Tennis Coach
14. Parker Fields, Varsity Volleyball Coach
15. Gerald Cornett, Reserve Volleyball Coach
16. John Tollefsen, Varsity Boys Basketball Coach
17. Gerald Cornett, 9th Grade Boys Basketball Coach
18. David Honhart, Varsity Girls Basketball Coach
19. Maggie Neanen, Reserve Grade Girls Basketball Coach
20. Mark Silvers, Varsity Wrestling Coach
21. Zach Beare, Middle School Wrestling Coach
22. Brett Beare, Middle School Wrestling Coach
23. Dave Montgomery, Varsity Swimming Coach

Motion by _____, seconded by _____, to approve agenda Item V. K.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

L. Employment – Temporary Position

The Administration recommends the following as temporary summer workers, contingent upon completion of all state and local requirements for employment.

1. Transportation department helper, at a rate of \$13.75 per hour, not to exceed 40 hours per week for a maximum of 200 hours; as needed from June 1, 2016 through August 11, 2016.
 - a. Darrell Bryant
2. Maintenance helper at a rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of 12 weeks, as needed from June 1, 2016 through August 11, 2016.

- a. Malissa Miller
3. Custodian helpers at a rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of 12 weeks, as needed from June 1, 2016 through August 11, 2016.
- a. Sherry Hood
 - b. Stephanie Jennings
 - c. Belinda Moormeier
 - d. Janice Wentzell
4. Transportation, maintenance and custodial helper \$13.75 per hour, not to exceed 40 hours per week between all departments, for a maximum of 12 weeks, as needed from June 1, 2016 through August 11, 2016.
- a. Cody Winn

Motion by _____, seconded by _____, to approve agenda Item V. L.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

M. Employment – Non-certificated Staff – Substitute

The Administration recommends employment of the following substitute for the 2015-2016 school year. Employment contingent upon certification (if necessary), criminal background checks, and all applicable state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

1. April Gibbs, Substitute Cafeteria

Motion by _____, seconded by _____, to approve agenda Item V.M.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

N. Employment of Non-certificated Substitutes

The Administration recommends employment of the following personnel for the 2016-2017 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.

Substitute Educational Aides

Vanessa Brooks
Sarah Clabaugh
Marcia Durham
Kathleen Erbaugh
Karen Hamilton
Susan Kiracofe
Cynthia Kuehlthau
Brenda McCloud
Elizabeth Murphy

Substitutes Health and Educational Aides

Karamina Donahue
Amanda Galliher
Susan Kiracofe

Substitute Bus Drivers

Jeff Barney
Christy Campbell
JoAnna Conley
John Kiracofe
Randall Pearson
Art Smith
Janice Wentzell

Substitute Cafeteria Workers

April Gibbs
Amy Hoefler
Stephanie Jennings
Cindy Kuehlthau
Rebecca Montgomery
Janette Sams
Terri Wysong

Substitute Custodians

Kimberly Hile
Stephanie Jennings
Corey Mowen
Winford Prewitt
Gary Shepherd
Suzanne Stephen

Substitute Secretaries

Sarah Clabaugh
Marcia Durham
Gwen Durham
Kathleen Erbaugh
Karen Hamilton
Cindy Kuehlthau
Brenda McCloud
Janette Sams
Diana Spencer
Angelia Venable
Terri Wysong

Motion by _____, seconded by _____, to approve
agenda Item V. N.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

O. Amendment to Project Manager's Contract

The Administration recommends amending the contract of Tom Doseck, Project Manager, to include overseeing the maintenance department, for up to an additional twenty (20) hours per week, retroactive to May 1, 2016 through June 30, 2016.

Motion by _____, seconded by _____, to approve agenda Item V. O.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

P. Volunteers

The Administration recommends approval of the following volunteers for the 2016-2017 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Micki Sittloh, Volunteer Volleyball Coach
2. Ann Weadick, Volunteer Volleyball Coach

Motion by _____, seconded by _____, to approve agenda Item V. P.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

Q. Post Temporary Position

The Administration recommends to fill as needed the position of one (1) secretary helper assigned to the transportation department, at a rate of \$13.75 per hour, not to exceed 40 hours per week for a maximum of 12 weeks; as needed from June 1, 2016 through August 11, 2016.

Motion by _____, seconded by _____, to approve agenda Item V. Q.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

R. Growing Literacy Summer School

The Administration recommends approval of the 3rd Grade Growing Literacy Summer School Session for students at risk with reading skills, to be held at Bruce Elementary. The summer school will run from June 14, 2016 through July 13, 2016 (Tuesdays, Wednesdays, and Thursdays). Staffing includes 3 teachers to plan, supervise, teach, and provide testing, to be paid at a rate of \$100.00 per day. Total cost will be approximately \$4,200.00, to be paid with grant funds.

Motion by_____, seconded by_____, to approve agenda Item V. R.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

S. Jump Start Summer School

The Administration recommends the approval of the K-3 Jump Start Summer School Program to “jumpstart” the 2016-2017 school year and provide literacy support and intervention for K-3 students at risk for attaining state literacy standards and benchmarks. The summer school will be held at East Elementary for 8 days from 9:00 a.m. – 12:00 p.m. beginning Monday through Thursday, July 25, 2016 through August 4, 2016. A culminating field trip will take place on Friday, August 5, 2016. Staffing includes up to 8 teachers and 1 coordinator, to be paid \$100.00 per day for planning, assessing, and instructing. Total costs including the field trip, supplies, and salaries will be approximately \$8,500.00, to be paid with grant funds.

Motion by_____, seconded by_____, to approve agenda Item V. S.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

T. Annual Membership with OHSAA

The Administration recommends approval of the resolution authorizing the 2016-2017 membership in the Ohio High School Athletic Association.

WHEREAS, the Eaton Community School District, of 306 Eaton Lewisburg Rd., Eaton, Ohio 45320, Preble County, Ohio has satisfied all the requirements for membership in the Ohio High School Athletic Association, a voluntary not-for-profit association; and

WHEREAS, the Board of Education and its Administration desire for the schools with one or more grades at the 7-12 grade level under the jurisdiction to be voluntary members of the OHSAA;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION that Eaton Middle School and Eaton High School do hereby voluntarily renew their membership in the OHSAA and that in doing so, the Constitution and Bylaws of the OHSAA are hereby adopted by this Board as and for its own minimum student-athlete eligibility requirements. Notwithstanding the foregoing, the Board does reserve the right to raise the student-athlete eligibility standards as the Board deems appropriate for the schools and students under its jurisdiction; and

BE IT FURTHER RESOLVED that the schools under this Board's jurisdiction agree conduct their athletic programs in accordance with the Constitution, Bylaws, Regulations, interpretations and decisions of the OHSAA and to cooperate fully and timely with the Commissioner's Office of the OHSAA in all matters related to the interscholastic athletic programs of the schools. Furthermore, the schools under this Board's jurisdiction shall be the primary enforcers of the OHSAA Constitution, Bylaws and Sports Regulations and the interpretations and rulings rendered by the Commissioner's Office. The administrative heads of these schools understand that failures to discharge the duty of primary enforcement may result in fines, removal from tournaments, suspension from membership and/or other such penalties as prescribed in Bylaw 11.

Motion by _____, seconded by _____, to approve agenda Item V. T.

Discussion

Cooper ____ Parks ____ Pool ____ Shepherd ____ Noble ____

President declares motion _____.

U. Agreements with South Community, Inc.

The Administration recommends approval of the General Agreement and the Memorandum of Agreement for mental health services with South Community, Inc., effective July 1, 2016 through June 30, 2017 (Attachment B).

Motion by_____, seconded by_____, to approve
agenda Item V. U.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

V. Agreement with Montgomery County Educational Service Center

The Administration recommends approval of the agreement with the Montgomery County Educational Service Center for Special Education services for FY 2017 (Attachment C).

Motion by_____, seconded by_____, to approve
agenda Item V. V.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

W. Agreement with Bowers Success Development

The Administration recommends approval of an agreement with Bowers Success Development, LLC to provide an orientation camp for the 2016-2017 freshman class (Attachment D).

Motion by_____, seconded by_____, to approve
agenda Item V. W.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

X. Agreement with the Preble County YMCA

The Administration recommends approval to enter into a contract with the Preble County YMCA to provide transportation for the 2016 Preble County YMCA Day Camp, June 1, 2016 through August 12, 2016. Travel would include various destinations in Ohio and Indiana. The Eaton Community School District supports the YMCA and the benefits and opportunities it provides to our students.

Motion by _____, seconded by _____, to approve agenda Item V. X.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

Y. Agreement for Public Safety

The Administration recommends approval of the following public service agreements to be provided during the 2016 graduation ceremony.

1. Agreement with the City of Oxford Fire Department to provide Emergency Medic Services, 2 EMT/Medics, at a rate of \$35.00 per hour.
2. Agreement with Miami University to provide police/security services, 4 officers, at a rate of \$35.00 per hour.

Motion by _____, seconded by _____, to approve agenda Item V. Y.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

Z. Alternate School Food Authority Agreement

The Administration recommends approval of the Alternate School Food Authority Agreement between the Eaton Community City School District and the Preble County Educational Service Center for the 2016-2017 school year (Attachment E).

Motion by_____, seconded by_____, to approve
agenda Item V. Z.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

AA. School Breakfast and Lunch Programs

The Administration recommends approval to participate in the government school breakfast and school lunch programs for the 2016-2017 school year.

Motion by_____, seconded by_____, to approve
agenda Item V. AA.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

BB. School Breakfast and Lunch Prices for 2016-2017

The Administration recommends the following school breakfast and lunch prices for the 2016-2017 school year:

Breakfast grades K-5	\$2.00
Breakfast grades 6-12	\$2.10
Lunch grades K-5	\$2.75
Lunch grades 6-12	\$3.10

Motion by_____, seconded by_____, to approve
agenda Item V. BB.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

CC. Bread and Milk Suppliers

The Administration recommends approval of Nickels as the district's bread supplier and Reiter as the district's milk supplier for the 2016-2017 school year.

Motion by_____, seconded by_____, to approve
agenda Item V. CC.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

DD. Amend Student-Parent Handbooks

The Administration recommends amending the Gifted Identification section of the Student-Parent Handbooks for Eaton High School, Eaton Middle School, William Bruce Elementary, and Hollingsworth East Elementary to reflect the updated procedures. Student-Parent Handbooks are on file in each building and at the Central Administrative Office.

Motion by_____, seconded by_____, to approve
agenda Item V. DD.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

EE. Board Policy Updates

The Administration recommends the first reading of the following updated policies (Attachment F)

1. 1130 – Conflict of Interest (Administration)
2. 2460.03 – independent Educational Evaluations (Program)
3. 3113 – Conflict of Interest (Professional)
4. 3220 – Standards-Based Teacher Evaluation (Professional)
5. 4113 – Conflict of Interest (Classified)
6. 4162 – Drug and Alcohol Testing of CDL License Holders (Classified)
7. 5112 – Entrance Requirements (Students)
8. 5200 – Attendance (Students)

9. 5223 – Released Time for Religious Instruction (Program)
10. 5320 – Immunization (Students)
11. 6110 – Grant Funds (Finances)
12. 6111 – Internal Controls (Finances)
13. 6112 – Cash Management of Grants (Finances)
14. 6114 – Cost Principles – Spending Federal Funds (Finances)
15. 6116 – Time and Effort Reporting (Finances)
16. 6325 – Procurement – Federal Grants/Funds (Finances)
17. 6550 – Travel Payment & Reimbursement (Finances)
18. 7300 – Disposition of Real Property/Personal Property (Property)
19. 7310 – Disposition of Surplus Property (Property)
20. 7450 – Property Inventory (Property)
21. 8500 – Food Services (Operations)
22. 9270 – Equivalent Education Outside the Schools (Home Schooling)
(Relations)

Motion by _____, seconded by _____, to approve
agenda Item V. EE.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

FF. Tentative Graduation List for 2016

The Administration recommends approval of the tentative list of graduates for the
Class of 2016 (Attachment G)

Graduation will be held Saturday, June 4, 2016 at 7:30 p.m. at Millett Hall – 500
Sycamore Street, Oxford, Ohio. Participation in the graduation ceremony is
contingent upon meeting all state and locally adopted requirements. The high
school principal is authorized to remove from the graduation list any student who
fails to meet those requirements. The final list of graduates will be approved in July.

Motion by _____, seconded by _____, to approve
agenda Item V. FF.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

GG. Out-of-State Employee Travel

The Administration recommends approval of the following employees to attend the “Schools on the Brink of Excellence” conference to be held in Chicago, Illinois, July 6-8, 2016.

1. Catherine Borucki
2. Jackie Chasteen
3. TJ Chasteen
4. Scott Couch
5. Jennifer Couch
6. Teresa Gels
7. Missy Imhoff
8. Cindy Neanen
9. Karen Titkemeyer
10. Kelli Wright

Motion by _____, seconded by _____, to approve agenda Item V. GG.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

HH. Overnight Student Travel

The Administration recommends approval of the following overnight student travel.

1. High school boys basketball teams and coaches to Oiler Boys Basketball Team Camp, University of Findlay, Findlay, Ohio, June 17-19, 2016.
2. High School Sideline and Competition Cheerleading teams to attend the UCA Summer Camp 2016, Miami University, Oxford, Ohio, July 6-9, 2016.
3. FFA students, advisor and Allen Karn, chaperone, to Ohio State Fairground, Columbus, Ohio, retroactive to May 5, 2016 through May 6, 2016.

Motion by _____, seconded by _____, to approve agenda Item V. HH.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

II. Athletic Camp

The Administration recommends approval of the following athletic camp.

1. High School Varsity Cheerleading Choreography Camp, August 3-4, 2016, provided by VIROC.

Motion by _____, seconded by _____, to approve agenda Item V. II.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

JJ. Obsolete Items List

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

1. 1993 Ford 150 Cargo Van, VIN 1FTEE14Y3PHB15068, Tag #04294
2. 1989 Texas Bragg 16' Utility Trailer, VIN 17XFC1626K1895344, Tag #06000

Motion by _____, seconded by _____, to approve agenda Item V. JJ.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

KK. Donations

The Administration recommends acceptance of the following donations:

1. From the following businesses and organizations for the Senior Citizens Lunch:
 - a. Wal-Mart
 - b. Kemos
 - c. Eaton Place

- d. Delta Theta Tau Sorority
- e. T&C Vet Clinic
- f. LCNB National Bank
- g. Eaton Floral
- h. Arby's

Motion by _____, seconded by _____, to approve agenda item V.KK.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

LL.Executive Session (if needed)

_____ invited to participate in executive session.

To consider the employment of a public employee or official.

Motion by _____, seconded by _____ to convene executive session.

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

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

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

President adjourns meeting at _____ p.m.

Upcoming Board Meetings

Regular Meeting

Monday, June 13, 2016 – 6:00 p.m.

Hollingsworth East Elementary

JOB DESCRIPTION

Eaton Community Schools An Equal Opportunity Employer

Incumbent:

Title: School Psychologist

Reports To: ~~Assistant Superintendent~~ **Director of Education**

Employment Status: Full-time

FLSA Status: Exempt

QUALIFICATIONS:

1. Master's Degree.
2. Valid Ohio School Psychologist certificate/license.
3. Must pass criminal background check.
4. Possess high moral character.
5. Possess a regular and predictable attendance record, without tardiness.
6. Possess ability to work with students, teachers, and administration positively, effectively, and energetically.
7. Demonstrate a sincere desire to aid all students and interact with a positive attitude.
8. Have ability to maintain a high level of ethical behavior and confidentiality of information about students.
9. Possess a knowledge of or experience with handicapped students and/or sincere desire and ability to learn about working with the handicapped children.
10. Must possess a valid driver's license.

GENERAL DESCRIPTION:

Under administrative direction, provides consultation, counseling, intensive psychological educational assessment of children, case management, screening, and referral to appropriate agencies.

ESSENTIAL FUNCTIONS

1. Assesses difficulties of referred students through appropriate assessment and diagnostic practices.
2. Administers assessments and screeners that lead to interventions or gifted identification for referred students.
3. Serves on building intervention assistance teams as requested.
4. Serves as case manager for referred students for MFE (except speech only).
5. Consults with teachers, parents, and other educational personnel as requested.
6. Conducts short term individual or group counseling for identified needs, as appropriate.
7. Confers with teachers, parents, and administrators as necessary.
8. Serves as a consultant for students identified for special education services.
9. Attends case conferences for individual students.
10. Has knowledge of the Intervention-Based Multi-Factored Evaluation Process.
11. Serves as a consultant on mental health topics and behavioral concerns of children, and provides staff development for school personnel.
12. Prepares and submits required reports of assessment and case management in a timely manner.
13. Acts as a liaison between the school and community agencies.

14. Attends staff, professional, and interagency meetings as required.
15. Assists in maintaining special education records.
16. Conducts appropriate school-based research.
17. Keeps abreast of new developments in the field.
18. Demonstrates regular and predictable attendance.
19. Maintains valid certificate(s)/license.

OTHER DUTIES AND RESPONSIBILITIES:

1. Attends in-services, workshops, seminars and professional conferences as requested.
2. Serves on educational related committees.
3. Provides reasonable precautions to protect material, equipment and facilities.
4. Participates in co-curricular and school community activities, i.e., open houses, building and district committees.
5. Prepares offices for summer recess and beginning of term (e.g., cleans, packs, unpacks and arranges equipment, etc.).
6. Maintains safety precautions at all times for students, staff, and parents.
7. Meets all evaluation timelines as required by law.
8. Performs other related duties as assigned by supervisor.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: Board policies and procedures, building policies and procedures, student discipline code, motivational techniques, public relations, supervision, grading systems, standardized tests, Individualized Educational Plans, intervention techniques, diagnostic practices, standardized assessment practices, required reports, inventories, requisitions, emergency preparedness drills, multifactorial evaluations.

Ability to: interpret policies, procedures, and regulations, administer student assessments, communicate effectively, supervise, schedule, evaluate, follow directions, maintain records and files, prepare reports, follow emergency preparedness procedures, recognize individual differences, interpret standardized test data.

Skill in: computers, copier, laminator, and other items as required.

CONDUCT:

Each staff member shall remain free of any alcohol or nonprescribed controlled substance and abuse of any prescribed controlled substance in the workplace throughout his/her employment in the District.

Each staff member shall serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings. Each staff member has a legal responsibility to help instill in students the belief in and practice of ethical principles and democratic values.

EQUIPMENT OPERATED:

Computer, copier, laminator, and other items as required.

ADDITIONAL WORKING CONDITIONS:

Occasional exposure to severe weather, loud noise, unruly children/adults, blood, bodily fluids and tissue.

TERM OF EMPLOYMENT:

~~One hundred eighty three (183) days annual contract. Extended service may be approved through supplemental contract at the discretion of the Board of Education.~~ **Two hundred thirteen (213) days.**

PERFORMANCE EVALUATION:

Conducted by the ~~assistant superintendent~~**director of education** or designee.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform the duties required by the Board of Education.

_____ Superintendent or designee	_____ Date
-------------------------------------	---------------

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

_____ Employee	_____ Date
-------------------	---------------

[Approval date: July 11, 2005]
[Updates approved: August 10, 2015]

General Agreement

This Agreement is made this ____ day of May, 2016, between EATON COMMUNITY SCHOOLS and SOUTH COMMUNITY INC., an Ohio nonprofit corporation ("SOUTH COMMUNITY").

WHEREAS, EATON COMMUNITY SCHOOLS desires to obtain the services of 2 mental health professionals for students of EATON COMMUNITY SCHOOLS;

WHEREAS, SOUTH COMMUNITY desires to provide the services of 2 mental health professionals to students of EATON COMMUNITY SCHOOLS;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree to an Agreement commencing July 1, 2016 to June 30, 2017 (the "Term"), with the following additional provisions:

OBLIGATIONS OF SOUTH COMMUNITY:

SOUTH COMMUNITY will provide two (2) mental health therapists to EATON COMMUNITY SCHOOLS for the 2016-2017 school year. The mental health therapists will work specified hours during the school year to eligible students as defined by EATON COMMUNITY SCHOOLS.

SOUTH COMMUNITY will seek the approval of EATON COMMUNITY SCHOOLS for any new staff hired for this program.

The mental health professionals will report to a Program Manager for SOUTH COMMUNITY. SOUTH COMMUNITY'S Chief Operations Officer will monitor. EATON COMMUNITY SCHOOLS should report any issues to SOUTH COMMUNITY'S Chief Operations Officer.

The mental health professionals will operate by the policies and procedures for staff of EATON COMMUNITY SCHOOLS regarding personal conduct, dress code and the like.

The mental health professionals will work a schedule to compliment times available with the school.

The cost for the program is based on an hourly cost of \$45.50. The total number of hours of the contract is 504 for a total of \$22,932.00. The EATON COMMUNITY SCHOOLS will be billed in 10 installments of \$2,293.20. Each invoice will be payable upon receipt.

The mental health professionals will seek the sign off on the hours worked, if desired, by EATON COMMUNITY SCHOOLS.

Adjustments can be made to the total hours worked based on mutual agreement. The contract may be modified to increase the hours worked at any time upon mutual agreement. Extra hours will be billed at \$45.50 per hour. SOUTH COMMUNITY will make its best effort to accommodate any potential expansion of the program.

OBLIGATIONS OF EATON COMMUNITY SCHOOLS:

- 1) Pay to SOUTH COMMUNITY the contract sum as outlined above.
- 2) Provide office and administrative support as necessary for the mental health Professionals.
- 3) Coordinate program changes affecting the contract through the Program Manager for SOUTH COMMUNITY.
- 4) EATON COMMUNITY SCHOOLS acknowledges that SOUTH COMMUNITY is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and, as such, is required to comply with the privacy and security regulations under HIPAA. The parties do not intend or anticipate that EATON

COMMUNITY SCHOOLS will have access to any "protected health information" (as defined in HIPAA) unless such information is disclosed by SOUTH COMMUNITY to EATON COMMUNITY SCHOOLS in a manner permitted by the privacy and security regulations of HIPAA. EATON COMMUNITY SCHOOLS agrees that if it obtains access to protected health information other than as described above, or if it becomes aware that any third party has or may have obtained access to protected health information, it shall immediately notify SOUTH COMMUNITY and shall take all action reasonably requested by SOUTH COMMUNITY to mitigate the effects of any such access and/or notify any affected individuals.

INDEMNIFICATION:

(a) EATON COMMUNITY SCHOOLS shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SOUTH COMMUNITY and its employees, directors/trustees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments and expenses of every kind (including reasonable attorney fees, including at trial and on appeal) asserted or imposed against any indemnities arising out of the breach of this Agreement by EATON COMMUNITY SCHOOLS or the acts or omissions of EATON COMMUNITY SCHOOLS or any subcontractor of or consultant of EATON COMMUNITY SCHOOLS or any of EATON COMMUNITY SCHOOLS' employees, directors or agents related to the performance or nonperformance of this Agreement.

(b) SOUTH COMMUNITY shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless EATON COMMUNITY SCHOOLS and its employees, directors and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments and expenses of every kind (including reasonable attorney fees, including at trial and on appeal) asserted or imposed against any indemnities arising out of the breach of this Agreement by SOUTH COMMUNITY or the negligent acts or omissions of SOUTH COMMUNITY or any subcontractor of or consultant of SOUTH COMMUNITY or any of SOUTH COMMUNITY'S employees, directors or agents related to the performance or nonperformance of this Agreement.

RENEWAL:

This Agreement shall be reviewed by both parties on an annual basis on or before April 1st for the purpose of a renewal recommendation. Rates for the year of a renewal shall not increase from the preceding contract year by more than three percent (3%). The 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.

TERMINATION:

(a) Either party may immediately terminate this Agreement if the other party materially breaches any term of this Agreement and fails to cure such breach within 14 days after written notice thereof from the non-breaching party.

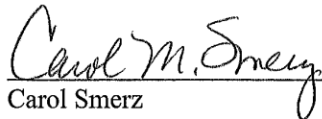
(b) Either party may terminate this Agreement by providing sixty (60) days written notice to the non-terminating party. Any service fees received by SOUTH COMMUNITY but unearned shall be paid by SOUTH COMMUNITY to EATON COMMUNITY SCHOOLS upon termination.

MISCELLANEOUS:

- (a) This Agreement represents the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations and agreements.
- (b) This Agreement shall be governed by the laws of the State of Ohio.
- (c) Neither party shall assign this Agreement without the prior written consent of the other party.
- (d) For all purposes, the parties are and shall remain independent contractors and nothing herein shall be deemed or construed to create an employer/employee, joint venture or partnership relationship between the parties. 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.
- (e) This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution of this Agreement may be evidenced by, and delivery of this Agreement may be affected by, facsimile or electronic transmission of a manually signed signature page.
- (f) This Agreement may be amended only by a written agreement in writing by both parties.

South Community Inc.

EATON COMMUNITY SCHOOLS

 4/22/16

Carol Smerz Date
President/CEO

Signature Date

STATE OF OHIO DEPARTMENT OF EDUCATION
OFFICE OF QUALITY SCHOOL CHOICE & FUNDING
Contract Amount for FY2017
Pursuant to O.R.C. 3313.843/O.R.C. 3313.845

ESC Name: Montgomery County

ESC IRN: 048660

District: Eaton Community City School District

County: Preble

District IRN: 043935

The above named parties have entered into a contract for Special Education services for fiscal year 2017 in the annual amount of \$ 180,113.10.

We, the undersigned, understand that the above annual amount will be deducted from state foundation payments of the school district and paid to the county educational service center on a semi-monthly basis throughout the fiscal year.

_____ Print District Superintendent's Name	_____ District Superintendent's Signature	_____ Date
_____ Print District Treasurer's Name	_____ District Treasurer's Signature	_____ Date
<u>Frank DePalma</u> Montgomery County ESC Superintendent	_____ MCEC Superintendent's Signature	_____ Date
<u>Christopher Fox</u> Montgomery County ESC Treasurer	_____ MCEC Treasurer's Signature	_____ Date

RETURN BY FRIDAY, MAY 20, 2016

Scan and Email: april.oliver@mcesc.org or
Fax: (937) 496-7426 or
Mail: Montgomery County ESC
Attn: Asst. Treasurer
200 S. Keowee Street
Dayton, OH 45402-2242

EATON

Program	SF Deduct FY16	Projected FY16	Est. SF Deduct FY17
Assessment	7,931.56	7,931.56	8,171.25
Autism	6,515.21	6,515.21	6,515.21
Special Education Supervision			
Speech Supervision			
Speech Therapy			
Transition To Work			
Emotionally Disturbed			
Multiple Disabilities			
One-On-One Assistant			
Hearing	6,415.29	8,246.05	8,246.05
Mental Health			
Occupational Therapy	105,196.46	105,576.72	105,576.72
Physical Therapy	46,658.65	44,989.33	46,079.98
Low Vision	6,134.50	5,523.89	5,523.89
YPH			
KBMC			
Transportation			
Preschool			
APE			
Gifted			
School Psychologist			
Attendance Officer			
Curriculum Supervisor			
Other			
GRAND TOTAL	\$ 178,851.67	\$ 178,782.76	\$ 180,113.10

Bowers Success Development

2727 E. 86th St
Indianapolis, IN 46240
(317) 201-5583

*****Please have a signed copy of this agreement with payment for Chris the day of the presentation. DO NOT MAIL**

Agreement

THIS AGREEMENT, made and entered into this 26th day of April 2016, by and between Bowers Success Development, LLC ("Bowers"), 2727 E. 86th St. Indianapolis, IN 46240 and Eaton High School. ("Client").

NOW, THEREFORE, in consideration of the matters recited above, as well as the obligations made herein, the parties agree as follows:

Nature of Relationship

Client has hired Chris Bowers to provide orientation camp as agreed upon on August 8, 2016. Bowers will be responsible for preparation and execution of the program and for arranging any travel necessary.

Compensation

Client will pay Bowers \$2500 for the aforementioned camp. Any cancellations must be completed in writing sixty (60) days prior to the date of the program. If such notice is not given, Client will pay fifty percent (50%) of the original contract price as a cancellation fee. **Final Payment is due day of the presentation.**

Holding Deposit

A holding deposit of \$500 is to be paid to Bowers Success Development June 1, 2016. Tax ID # 306969483.

Miscellaneous

- a. This Agreement can only be assigned with the express written consent of all parties.
- b. This Agreement shall be governed by the Laws of the State of Indiana, and any conflict between the parties shall be heard in a Indiana Court of competent jurisdiction.
- c. Bowers is a contractor to Client, and will never be considered an employee of Client.
- d. This Agreement constitutes the entire agreement between Bowers and the Client, superseding all previous communications and negotiations, whether written or oral. The terms and conditions of this Agreement shall prevail over any additional or conflicting terms of any other agreement, whether written or oral. No modification of this Agreement shall be binding unless it is in writing and executed by an authorized representative of Bowers and Client.
- e. If any part or parts of this Agreement are held to be invalid, the remaining parts of this Agreement shall continue to be valid and enforceable as to the parties hereto.
- f. Any notice required or permitted to be given under this Agreement shall be deemed properly given at the time it is personally delivered or sent by overnight mail, properly addressed and postpaid, as applicable, to the address set forth in this Agreement or at such other address as may be specified in writing by the applicable party.

Bowers SUCCESS DEVELOPMENT, LLC

CLIENT

Signature: Christopher Bowers

Signature (of client)_____

Christopher Bowers

Print Name: _____

Bowers Success Development, LLC
2727 E. 86th St.
Indianapolis, IN 46240

Address:_____

Phone: (317) 201-5583

Phone: _____

Fax: _____

Alternate School Food Authority (SFA) Arrangement

A School Food Authority (SFA) is the governing body which is responsible for the administration of one or more schools and has legal authority to operate school meal programs therein, or is otherwise approved by USDA's Food and Nutrition Service, to operate the school meal programs.

1. **THE PREBLE COUNTY EDUCATIONAL SERVICE CENTER, IRN 049254** (SFA 2) wishes to transfer authority to operate the specified school meal program(s) for the students of SFA 2 to **EATON COUMMUNITY CITY SCHOOL DISTRICT IRN 043935** _____ (SFA 1). All legal and financial authority for operating the specified school meal program(s) for the students of SFA 2 is hereby transferred to SFA 1. SFA 1 accepts total legal and financial responsibility for SFA 2's specified school meal program(s). This includes paying overclaims as a result of administrative reviews, distributing USDA commodities and complying with program regulations. SFA 2 hereby relinquishes its authority to operate the specified school meal program(s) to SFA 1.
2. The parties to this agreement agree to cooperate fully, to work in good faith and to assist each other in the mutual performance of this agreement. In connection therewith, the parties shall meet from time to time upon reasonable request of either party at a mutually agreed time and location to confer in good faith and amicably in a business-like manner work out disputes arising from the implementation of this agreement.
3. This agreement shall become effective **August 17, 2016** and it shall remain in effect until **May 24, 2017** (no longer than one year), unless terminated by a prior notice of not less than 60 days from one party to the other. The term of the agreement can be extended upon mutual agreement of the parties and upon approval from the Office for Child Nutrition.

SFA 1 EATON COMMUNITY SCHOOLS

SFA 2 PREBLE COUNTY ESC

Signature _____

Signature _____

Title _____

Title _____

Phone number _____ Date _____

Phone number _____ Date _____

THIS ARRANGEMENT **does not** constitute the entire agreement between the parties with respect to subject matter thereof. (See Attachment 4 for details to consider and/or negotiate.)

NOTE: Alternate SFA Arrangements must be approved by the Ohio Department of Education (ODE) on a case-by-case basis. ODE will review a written description of the alternate arrangement, which answers the questions listed on the attached page entitled: "Terms of Agreement to be Considered and/or Negotiated in the Alternate School Food Authority (SFA) Arrangement", before giving approval. Please forward the signed agreement and terms of the arrangement to the *Ohio Department of Education, Office for Child Nutrition, 25 S. Front St., Mail Stop: 303, Columbus, Ohio 43215-4183*. ODE will advise you as soon as the Alternate SFA Arrangement has been approved.

2016 Graduation List (Tentative)

Aaron Lee Abner	Houston John Durham	Brittany Nicole Mann
Wyatt Alexander Adams	Drew Elizabeth Edwards	Jayce William Maple
Natasha Grace Albinus	Maximilian Cathal Fadden	Jacqueline Marie McCafferty
McPherson Karl Altom	Alivia Marie Falldorf	Mason Daniel McCargish
Romelo Sadro Avila	Tess Morgan Flynn	Franklin Lee Roosevelt McMiller II
Nathan Alexander Bales	Jesse Lee Flory	Blake Edward Melling
Benjamin Alan Bassler	Joshua James Fox	Samantha Paige Meredith
Alexis Nicole Bell	Joshua Dane Fox	Brianna May Lynn Meyer
Savannah Leigh Benge	Breonna Monique Gayhart	Chloe Danae Miller
Tiphani Cheyanne Bergen	Brittany Nicole George	Jenessa Amber Mobley
Jaden Lee Best	Taylor Elizabeth George	David Edward Montine
Kayla Ann Blaich	Claire Ann Gething	Drew Rickey Michael Moore
Zachary Patrick Blaylock	Justin Lee Givens	Benjamin Kyle Moore
Carrie Ann Borsani	William Alexander Gorby	Leah Michelle Moore
Madison Marie Bowman	Emily Alexandra Green	Courtney Lynn Morgan
Kayla Marie Bradham	Wyatt Christopher Hanson	Tyler Wayne Moses
Logan Glenn Brasher	Austin John Hartzler	Lauren Elizabeth Muncy
Andrea Josephine Bridgeford	Nathanial Austin Hatmaker	Mackenzie Leigh Newman
Vanessa Maria Brubaker	Erica Nichole Ann Heiser	Rebecca Sngun Noh
Joshua Ryan Bulach	Aaron Lane Hendrich	Mekenna Caitlyn Norris
David Andrew Campbell	Kylee Paige Holsapple	Connor Lee Albert Olsen
Peyton Daniel Caplinger	Kyra Virginia Houle	Alyssa Dawn Orr
Christian David Caulley	Trevor E. Dalton Howard	Steven De'Angelo Pacheco
Joshua Caleb Chandler	Arthur Shawn-Austin Jones	Samuel Odell Pence III
Jacob Ryan Christman	Daniel Frank Jones	Damien Luke Powell
Ashley Kamille Churchman	Dominic Lacy Jones	Aaron Michael Presley
Blake Levi Clabaugh	Calvin Ray Keener	Jordan Taylor Larraine Puckett
Allison Marie Collins	Kyle Allen Kemp	Meghan Leigh Puckett
Nicholas Troy Collins	Maria Suzanne Kern	Brandon Thomas Pugh
Brian Jacob Conard	Andrew Nicholas Tipton Kiracofe	Maria Anne Pugh
Trevor James Cornett	Christopher Dylan Knox	Drew Rachelle Quante
Madison Taylor Couch	Jacob Benjamin Kreger	Shelly Renee Ratliff
Jacob Nicholas Couvutsakis	Taylor Anne Lackey	Kristen Renee Rettig
Abigail Renae Cravens	Kyle Gregory Lane	Garrett Gregory Rexrode
Tierrah Lynn Crutcher	Cierra Elizabeth Lawson	Grace Marie Reynolds
Jazzmyne Rayah David	Jayna Mae Lee	Gage Alexander Roberts
Tyrell Antoinne David	Miranda Brooke Lee	Austen James Roell
Daniel Lee Davis	Chloe Anne Lewis	Tabitha Marie Rogers
Jenna Joe Devilbiss	Ronald Kenneth Lindsey	Jonah Isaac Rohr
Kali Jolene Drewry	Elizabeth Vel Madewell	Jacob Charles Rose
Madeline Ann Durham	Kai Aiden Christopher Michael	Jenna Marcella Rose
Jared Robert Dunn	Manley	Sydni Linn Rose

Honoka Sato
Nicholas Ryan Schilling
Aaron Michael Selby
Kylie Renee Short
Brianna Robyn Nykhol Shumaker
Brandi Michelle Sittloh
Trey Andrew Smith
Darius Ke'shan Spears
Tyler Craig Springmier
Aubrey Danielle Stevenson
Samuel Eldon Stewart
Johnathon Michael Strange
Abby Elaine Suggs
Brianna Leigh Swartwout

Jacob Russell Tackett
Sarah Ann Taulbee
Hannah Ray Thompson
Tyrell Tyerick Done't Thompson
Morgan Denise Tipton
Julia Elizabeth Titus
Matthew Douglas Todd
Brianna Nicole Upton
Kaleb Andrew Vanzant
Brandon Velez
Brayden Scott Waggoner
Kristen Elizabeth Walker
Shelby Ray Ward
Mackenzie Melayna Weadick

Brandon Christopher Weaver
Allison Marie Webb
Justin Aaron Welcome Jr.
Dalton Douglas Werts
Paige Marie Whitesell
Parker Scot Wilken
Damon Drake Willard
Bryan Caleb Williams
Cameron Richard Willis
Jordan Ann Willsey
Rebecca Grace Wolf
Hannah Kaye Wray
Seth Oliver Wright