

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
October 4, 2018
6:00 p.m.

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

E. Beeghly___ D. Durham ___ L. Noble ___ T. Parks___ B. Pool ___

C. Pledge of Allegiance

D. Recognition of Visitors

1. Kyle Cross, Preble County Engineer, to present aerial photographs of the school buildings to the district.
2. Todd Poepplemier, Garland Roofing, to discuss roof repairs at East Elementary.

E. Executive Session (if necessary)

To discuss: _____

The following individuals are invited to attend: _____

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

Beeghly___ Durham ___ Parks ___ Pool ___ Noble___

President declares motion _____.

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

II. Treasurer's Business – Rachel Tait

ADOPTION OF CONSENT AGENDA ITEM – FINANCIAL

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

A. The Treasurer recommends approval of the following:

1. Approve minutes of the September 10, 2018 Regular Board Meeting.
2. Approve Five Year Forecast for FY19.
3. Approve transfer of \$12,500.00 from 001-9414 to 003-9903.
4. Approve transfer of \$31,000.00 from 001-9414 to 003-9904 Field Improvements.
5. Approve transfer from 001-0000 General Fund to 001-9164 HB#264 QSCB \$140,000.00 principal and \$119,000.00 interest total \$259,000.00.
6. Return of advance of \$68,079.78 to 001 0000 General Fund from 516 9219 Title IIB FY19.
7. Return of advance of \$40,467.50 to 001 0000 General Fund from 572 9219 Title I FY19.
8. Return of advance of \$1,673.84 from 001 0000 General Fund to 587 9219 Preschool Special Education FY19.
9. Approve FY19 Appropriation Modification.

Motion by _____, seconded by _____

Discussion

Beeghly___ Durham ___ Parks ___ Pool ___ Noble___

President declares motion _____.

III. Reports

A. Miami Valley Career Technology Center Report – Terry Parks

B. Parks and Recreation Board Report – Darrell Durham

C. Superintendent Report – Jeff Parker

D. Other Reports

IV. Old Business

V. New Business

ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL

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

A. Employment of Non-Certificated Substitutes

The Administration recommends employment of the following personnel for the 2018-2019 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy, and Administrative Rules and Regulations with no fringe benefits.

1. Sarah Davidson, Substitute Custodian
2. Kaila Moore, Substitute Secretary
3. Kaila Moore, Substitute Educational Aide
4. Tammy Rigsby, Substitute Secretary

B. Employment – Event Supervisor

The Administration recommends employment of the following individuals as Event Supervisors to assist as needed with the supervision of after school events occurring in the Eaton Performing Arts Center.

1. Sarah Clabaugh
2. Darlene Stuart

C. Employment – Certificated Staff Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2018-2019 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Randy McKinney, Reserve Boys Basketball

D. Employment – Non-certificated Staff Extracurricular Positions

The following positions have been posted and neither an employee of the district holding an educator license, who meets all of the Board’s qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Boards qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of the following nominees on one-year limited contracts for the 2018-2019 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. Hope Burrell, Reserve Cheerleading Advisor - Basketball
2. Gerald Cornett, 7th Grade Boys Basketball
3. Joel Eck, 8th Grade Boys Basketball
4. Steve Sullender, Freshman Boys Basketball

E. Amend Job Description

The Administration recommends amending the job description for Cafeteria Worker (Attachment A).

Motion by _____, seconded by _____

Discussion

Beeghly ____ Durham ____ Parks ____ Pool ____ Noble ____

President declares motion _____.

ADOPTION OF CONSENT AGENDA ITEMS - ADMINISTRATIVE

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

F. Memorandum of Understanding with Preble County YMCA

The Administration recommends approval of the Memorandum of Understanding between the Eaton Community Schools Board of Education and the Preble County YMCA to waive the fees associated with the use of facilities for the Eaton High School's swimming program and the Dayton Metro basketball program (Attachment B).

G. Obsolete Items

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

1. (2) Wooden shelf/stool, tag number 10939 & unknown, Eaton Middle School
2. (4) Projectors, tag numbers 011915, 012257, & (2) unknown, Eaton Middle School

3. Miscellaneous library books, damaged or outdated with no monetary value, Eaton Middle School

Motion by _____, seconded by _____

Discussion

Beeghly ___ Durham ___ Parks ___ Pool ___ Noble ___

President declares motion _____.

H. Executive Session (if necessary)

To discuss: _____

The following individuals are invited to attend: _____

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

Beeghly ___ Durham ___ Parks ___ Pool ___ 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

Beeghly ___ Durham ___ Parks ___ Pool ___ Noble ___

President declares motion _____.

President adjourns meeting at _____ p.m.

Upcoming Board Meeting

Regular Board Meeting

Monday, November 5, 2018 – 6:00 p.m.

Hollingsworth East Elementary

JOB DESCRIPTION

*Eaton Community Schools
An Equal Opportunity Employer*

Title: Cafeteria Worker
Reports to: Cafeteria Manager
Employment Status: Full time
FLSA Status: Non-exempt

QUALIFICATIONS:

1. Be eighteen years of age or older.
2. High school diploma or equivalent (additional training desirable).
3. Must pass criminal background check.
4. Possess high moral character.
5. Possess a regular and predictable attendance record without tardiness.
6. Valid driver's license.
7. Have ability to maintain a high level of ethical behavior and confidentiality of information.
8. Possess ability to work with administration, supervisors, and fellow employees positively, effectively, and energetically.
9. Ability to operate institutional food preparation equipment and carry out general instructions.
10. Possess a general knowledge of the preparation of food and be familiar with the operation of a kitchen/cafeteria.
11. Must be able to lift up to fifty (50) pounds on a regular basis.

GENERAL DESCRIPTION:

Perform a variety of routine tasks in connection with the preparation and serving of food and maintain sanitary cafeteria conditions.

ESSENTIAL FUNCTIONS:

1. Assists with delivery and storage of food and supplies.
 2. Demonstrates recommended methods of measuring and weighting ingredients; serves correct food portions.
 3. Adheres to standardized recipes.
 4. Serve and supply food on serving line.
 5. Operates kitchen equipment (e.g. mixers, slicers, dishwashers, steamers, stoves, ovens, etc.) to assist with preparation of meals.
 6. Assists in maintaining cafeteria and kitchen equipment in a clean and sanitary manner following health department regulations; defrosts and cleans walk-in freezers, washes tables, cleans meat slicers, stoves, ovens, sweeps, mops floors, removes trash, etc. according to approved standards.
 7. Works at dishwasher as requested.
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8. Assists in rotating and dating stock and supplies and properly storing food.
9. Operates cash register; counts money, records free and reduced lunches.
10. Removes food from freezer and other storage as requested.
11. Assists in supervising student helpers.
12. Reports accidents and potential hazards to cafeteria manager.

OTHER DUTIES AND RESPONSIBILITIES:

1. Attends job related training classes and workshops.
2. Performs other related duties as assigned by Supervisor, Superintendent or designee.

KNOWLEDGE, SKILLS AND ABILITIES:

| | |
|---------------|--|
| Knowledge of: | Board policies and procedures, institutional food preparation, techniques, safety practices and procedures, use and care of kitchen equipment and appliances; recommended methods of weighing and measuring ingredients. |
| Ability to: | perform light manual labor; maintain sanitary conditions in the preparation, service and storage of food. |
| Skill in: | operating/using institutional kitchen utensils, food preparation techniques and procedures. |

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:

Ovens, stoves, slicers, fryers, knives, mixers, dishwashers, freezers, etc.

ADDITIONAL WORKING CONDITIONS:

Occasional exposure to heavy equipment, extreme heat or fire, blood, bodily fluids and tissue, irritating chemicals (e.g. cleaning solutions), electrical hazards.

TERM OF EMPLOYMENT:

~~182 days plus 11 paid holidays; full-time, 6 hours or more~~
 180 days plus 11 paid holidays; full time, 4 hours ~~but less than 6 hours~~ **or more.**
 180 days plus 11 paid holidays; full-time, less than 4 hours.

PERFORMANCE EVALUATION:

Conducted by the Cafeteria Manager.

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: June 12, 2006]
[Updates approved: August 10, 2015]

**Memorandum of Understanding
Between the Eaton Community School District
and the Preble County YMCA**

To: Preble County YMCA
Paul Schreiber, Executive Director

CC: Eaton Community Schools
Jeff Parker, Superintendent
Rachel Tait, Treasurer
Matt Robbins, Director of Operations
Travis Miller, Athletic Director

Upon signing, the Preble County YMCA and Eaton Community School district agree to a shared facility use agreement in which fees associated with the below mentioned facility usage would regularly be charged:

Eaton Community Schools use of the Preble County YMCA swimming pool for interscholastic events and practices for the 2018-2019 swimming season:

- All charges outlined on the 2018-2019 swimming pool rental proposal shall be waived (\$0).
 - Post season practices and meets (interscholastic competitions), lifeguards, pool or facility maintenance, equipment and custodial charges.
 - Any fee or charge to be billed to Eaton Community Schools shall be agreed upon in advance by both parties.
 - All guidelines for use as listed shall be enforced.
 - 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.

The Preble County YMCA use of Eaton Community Schools facility for Dayton Metro Youth Basketball events and practices for the 2018-2019 season:

- All charges outlined on the original facility use rental agreement shall be waived (\$0).
-

- Waived fee charges to include all fees associated with facility use for both regular and post season practices and events including use of equipment and custodial charges.
- Any fee or charge to be billed to the Preble County YMCA in care of the Dayton Metro Basketball Program shall be agreed upon in advance by both parties.
- All guidelines for usage as listed on the Attachment A, Facility Use Agreement, shall be enforced.

Authorized Signature (ECS): _____

Date: _____

Executive Director (YMCA): _____

Date: _____

Program Director (YMCA): _____

Date: _____

(11/2017)



EATON COMMUNITY SCHOOLS Facility Use Agreement

The requesting organization/individual (hereinafter referred to as the User(s)) and the Eaton Community School District, agree to allow the following described rooms(s) and/or facility(ies) to be used by User(s) (in each case, referred to below as, the "Facilities") subject to the following terms and conditions which are agreed to by the respective parties pursuant to this Facility Use Agreement (the "Agreement"):

Section A: Facilities and Rental Fees

1. A custodian (or other district personnel approved by the Superintendent) is required to be onsite for all events.
2. The User(s) agrees the following rates based on the need for the event. Fees are subject to change.

| Buildings & Rooms | Rates |
|---|---|
| Performing Arts Center (Event Supervisor(s) Required) | *\$375.00 per hour *Charges for the PAC are a base rate for a maximum of four (4) hours <i>per day</i> . Additional hours per day will be charged at 10% of the base rate for each hour or fraction of an hour the PAC is used. |
| Athletic & Wellness Complex – Stadium (Includes Football Field & Track) | *\$375.00 per hour *Charges for the PAC are a base rate for a maximum of four (4) hours <i>per day</i> . Additional hours per day will be charged at 10% of the base rate for each hour or fraction of an hour the PAC is used. |
| Athletic & Wellness Complex – Concession Stand (Kitchen Staff Required) | \$35.00 per hour |
| Athletic & Wellness Complex – Wellness Room | \$25.00 per hour |
| Kitchens – All Buildings (Kitchen Staff Required) | \$35.00 per hour |
| Cafeterias – All Buildings | \$50.00 per hour |
| Gymnasiums – All Buildings | \$100.00 per hour |
| Auxiliary Gymnasiums – All Buildings | \$75.00 per hour |
| Media Centers – All Buildings | \$25.00 per hour |

| ECS Staff & Personnel | *Rates |
|--|---|
| Custodians | \$54.00 per hour (overtime rate) |
| Kitchen Staff | \$25.44 per hour |
| Technical Staff - Basic (Building/Stadium – Lighting, Sound, Scoreboard) | \$30.00 per hour |
| Technical Staff – High Technology (Performing Arts Center, Stadium) | \$50.00 per hour |
| Event Supervisor – Performing Arts Center (1 Event Supervisor is required – if food is served during event 2 Event Supervisors are required) | \$25.00 per hour |

The rates for ESC Staff and Personnel are for regular time only. Overtime and Sunday rates may apply.

- User(s) who qualify for free use of facilities may have the building and room fees waived, but will be responsible for payment of all time worked by Eaton Community School District employees.
- The need for any additional employees not listed above will be charged at the employee's hourly rate.
- A deposit may be required at the discretion of the Eaton Community School District.
- All fees associated with the rental of the facility will be paid by the User(s) within thirty (30) days after the event.
- Additional fees for use of District equipment may apply.
- The custodial hours charged may exceed the total hours indicated on the Facilities Request Form if additional hours are required to clean up from the event.
- Two (2) event supervisors are required for the Performing Arts Center if food will be available during an event.
- Additional rental fees of \$500.00 may be charged if items such as silly string, confetti, glitter, etc. are used in the Facilities. This fee would be in addition to any custodial fees.

Section B: Use of Facilities

- The User(s) shall be entitled to use the Facilities, subject to availability, upon completion of a Facilities Request Form which shall contain the dates and the specific buildings and rooms required (the "Facilities").
- For the purpose of this Agreement, the User(s) is to use only those parts of the Facilities specified on the Facilities Request Form, and the entrances to those areas.
- The User(s) shall ensure that any furniture and equipment moved during use of the Facilities is replaced, that the Facilities will be left in a clean and tidy condition, that proper care will be taken of the Facilities during use and any damage from such use, whether caused by negligence, recklessness or the willfulness of the User(s), or the servants, agents or invitees of the

Attachment A

User(s), is repaired at the User(s) own cost. The User(s) shall be fully responsible for all loss or damage to Facilities and related property, including property of students and employees.

4. The School reserves the right to terminate this Agreement immediately by notice in writing in its absolute discretion if Section B(3) is contravened by the User(s) (or the servants, agents or invitees of the User(s)) at any time.
5. During the entire term hereof, the User(s) will obtain commercial general liability insurance with a combined single limit of at least One Million Dollar (\$1,000,000), including contractual liability coverage must provide the School with a current Certificate of Insurance prior to use of the Facilities, naming the School as Additional Insured under the policy. User(s) and the School agree that any insurance policies procured by User(s) that provide benefits or protection for the School shall be primary and that any policies procured by School that might happen to provide protection or benefits to the School arising out of User's use of the Facilities shall be excess.
6. The User(s) agrees, if applicable, that no food or beverages will be served or carried into the Performing Arts Center. The User(s) agrees that if food is served in another area of the facility, i.e. cafeteria, the User(s) will provide personnel to ensure that no food or beverages are carried into the Performing Arts Center. Prohibited food and beverages include, but are not limited to, beverages contained within a bottle with a secure lid, chewing gum, candy, etc.
7. The User(s) agrees that no hazardous materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics, or dangerous animals will be brought into the Facilities or used in any way while occupying any portion of any school owned property, unless prior consent is given by the Eaton School Board of Education, or its designee.
8. Except for "service animals" required for use by a person with a disability, the User agrees that no activities involving animals will be performed at the Facilities, unless prior consent is given by the Eaton School Board of Education, or its designee.
9. A "service animal" is allowed to accompany its human in all areas the human is permitted to go. However, the District may have a service animal removed from the Facilities if the animal is out of control and the animal's handler does not take effective action to control it or the animal is not housebroken. The district is not responsible for the care or supervision of a service animal.
10. At all times the School buildings and grounds shall remain open to the public for public use not inconsistent with the right of the User(s) to use the Facilities hereunder.
11. The User(s) agrees that no activities involving firearms or other weapons will be performed at the Facilities, unless prior consent is given by the Eaton School Board of Education, or its designee.
12. The User(s) will comply with all laws, rules and regulations applicable to the School and its Facilities and the activities conducted thereon. The User(s) will not commit waste and will refrain from any act that would create a nuisance.
13. The use of drugs, alcohol, tobacco or substitute tobacco products are strictly prohibited on school grounds.
14. The User(s) must give written notice to the School of any accident resulting in bodily injury or damage to property of the School or others occurring on School premises or in any way connected with the use of School premises within twenty-four (24) hours of the accident. The notice must include details of the time, place and circumstances of the accident, as well as the names and addresses of the person(s) injured and any person witnessing the accident.

Attachment A

15. The use the Facilities is contingent upon room availability, the availability of required Eaton Community School staff members and weather and parking lot conditions (i.e. snow, ice, etc.).
16. The District reserves the right to demand sufficient time for full investigation, notice and arrangements of all requests for the use of the Facilities and reserves first claim to the use of its own property. Cancellations may be issued by the District with or without due notice. All approvals are to be granted with this understanding.
17. In no case will those who have been granted use of the Facilities assign, transfer, sublet, or charge a fee to another for the use of Facilities.
18. The Eaton School Board of Education shall not be responsible for any payment due to outside organizations that have been booked by the User(s).
19. The User(s) undertakes and agrees to indemnify and hold harmless the School, School board, School board elected and appointed officials, administrators, principals, teachers and all other School employees, volunteers or representatives, and all persons and bodies corporate acting for or on behalf of them ("School Parties"), against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorney fees) whatsoever (including injury to persons and damage to property) for which they may be or become liable directly or indirectly arising out of the use of Facilities by the User(s) (or the servants, agents or invitees of the User(s), and for such further sums in excess of those contained in any insurance policy procured by User(s) relating to the use of the Facilities or for such amounts as may not be payable under any such insurance policy.
20. User(s) acknowledge the foregoing terms and conditions of the Agreement and hereby waives, releases, and forever discharges the School Parties, from any and all claims, causes of action, and/or liabilities of every kind and manner whatsoever, including claims for property damage, personal injury or death, in law or in equity, judicial or administrative, civil or criminal, which User(s), its employees, members, agents or invitees has or may have arising out of or in connection with the use of the Facilities or the adjacent property or any act, occurrence, circumstance or event occurring in the Facilities or on the adjacent property.
21. This Agreement may not be modified, altered or amended in any manner except by an agreement in writing executed by the parties. If a court finds any provision of this Agreement to be invalid, the remainder of the Agreement will be valid, enforceable and effective. Section titles in this Agreement are for convenience only and will not limit the terms hereof. This Agreement will be interpreted and governed by the laws of the State of Ohio. Neither party may assign any of its rights or obligations hereunder without the written consent of the other party. No use of the Facilities, however, extended shall create or vest in the User(s) any ownership interest in the Facilities (both real estate and personal property) owned by the School.