

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary School Cafeteria**  
**April 15, 2024**  
**6:00 p.m.**

**I. Opening of the Meeting**

**A. Call to order** – President

**B. Roll Call**

E. Beeghly \_\_\_\_\_ B. Deacon \_\_\_\_\_ B. Myers \_\_\_\_\_ L. Noble \_\_\_\_\_ T. Parks \_\_\_\_\_

**C. Pledge of Allegiance**

**D. Recognition of Visitors**

1. Amanda Trantanella to discuss compensation for girls wrestling coaches.

**E. Recognition of Employee Achievement**

The Eaton Board of Education and Administration wishes to recognize the following educators who have successfully passed the Resident Educator Summative Assessment, (RESA), as well as fulfilled the required years of the program and will receive their five-year professional license, and commend them on their dedication to the educational process:

Lilian Campbell  
Victoria Dupont  
Alyssa Stewart

**F. Recognition of Students**

The Eaton School Board of Education and Administration wishes to recognize all Winter athletic teams and individuals for an outstanding season, and commend them on their outstanding sportsmanship and representation of Eaton Community Schools;

Furthermore, the Board and Administration wishes to recognize the following individuals for their athletic achievements;

**Girls Wrestling Team – Voted First Team, Greater Miami Valley**

**Girls Wrestling – Regional Qualifiers**

Sarah Abner  
Maycee Adams  
Peyton Bradham  
Allie Davis  
Josie Eilerman  
Emma Gebhart

Kyeleigh Gifford  
Brenna Grassmann  
Caroline Klawon  
Abbie Schmidt  
Marlee Trantanella

### **Girls Wrestling – State Participants**

Sarah Abner – State Alternate

Maycee Adams – OHSAA State, 5<sup>th</sup> Place, GMVWCA - All Area First Team

Kyeleigh Gifford – State Alternate

Caroline Klawon – OHSAA State, 2<sup>nd</sup> Place, GMVWCA - All Area First Team

Marlee Trantanella – OHSAA State, 16<sup>th</sup> Place, GMVWCA - All Area First Team

### **Boys Wrestling District Qualifiers**

Brayden Deem

Presley Stewart

Elijah L. Thacker

### **Boys Wrestling – State Participants**

Presley Stewart – State Alternate

Furthermore, the Board and Administration wishes to recognize the following individuals for their athletic achievements;

### **Girls Swim District Qualifiers**

Rachel Honaker – 200 Medley Relay

Madelynn Peace – 200 Medley Relay & 100 Backstroke

Emma Pierce – 200 Medley Relay

Brianna Rowland – 200 Medley Relay

### **Boys Swim District Qualifiers**

Jackson Chapin – 200 Freestyle, 100 Backstroke, 200 Freestyle Relay, 200 Medley Relay

Aidan Foster – 100 Freestyle

Ethan Gregory – 50 Freestyle, 100 Freestyle, 200 Freestyle Relay, 200 Medley Relay

Gabe Smith – 100 Breaststroke, 200 Freestyle Relay, 200 Medley Relay

Austin Peace – 100 Butterfly, 100 Breaststroke, 200 Freestyle Relay, 200 Medley Relay

### **Swimming – State Participant**

Austin Peace – OHSAA State (100M Breaststroke), 12<sup>th</sup> Place  
and OHSAA State (100M Butterfly), 24<sup>th</sup> Place

Furthermore, the Board and Administration wishes to recognize the following individuals for their athletic achievements;

### **Boys Basketball**

Ramy Ahmed – 1000-point scorer

All State Honorable Mention

District 15 Senior All Star

Miami Valley All Conference All Star

### **G. Executive Session**

To discuss the employment of a public employee or official.

The following individuals are invited to attend: \_\_\_\_\_

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to convene executive session.

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_

President convenes executive session at \_\_\_\_\_ p.m.

President resumes open session at \_\_\_\_\_ p.m.

## **II. Treasurer's Business – Rachel Tait**

### ***ADOPTION OF CONSENT AGENDA ITEM – FINANCIAL***

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

### **A. The Treasurer recommends approval of the following:**

1. Approve minutes of the March 11, 2024 Regular Board Meeting.
2. Submission of Warrants for March.
3. Submission of Financial Report for March.
4. Submission of Investment Report for March.
5. Approve FY24 Permanent Appropriations modifications.

Motion by \_\_\_\_\_, second by \_\_\_\_\_

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_.

### **III. Reports**

**A. Miami Valley Career Technology Center Report** – Terry Parks

**B. Parks and Recreation Board Report** – Ben Myers

**C. Superintendent Report** – Jeff Parker

**D. Other Reports**

### **IV. Old Business**

### **V. New Business**

#### ***ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL***

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

#### **A. Resignations and Retirements**

The Administration recommends approval to accept the following resignations.

1. Scott Burnett, Teacher, resignation for the purpose of retirement, effective May 31, 2024.
2. Christy Campbell, Bus Driver, resignation effective April 1, 2024.
3. Andrew Cline, Teacher, resignation effective June 30, 2024.
4. Emily Hiatt, Teacher, resignation June 30, 2024.
5. Ann Kern, Secretary, resignation effective April 20, 2024.

#### **B. Employment – Certificated Staff**

The Administration recommends the employment of the following certificated personnel as listed, contingent upon meeting all state and local requirements. Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulation.

1. One-year limited contracts for the 2024-2025 school year (July 1, 2024– June 30, 2025).

Shelby Ashbrook  
Caitlin Beasecker  
Kaitlyn Briley  
Amie Burr  
Lilian Campbell  
Angela Cook  
Victoria Dupont  
Dalton Eversole  
Darcy Fitch  
Jamie Floyd

Diana Judy  
Bruce Laudermilk  
Allyson Luther  
Hannah Myers  
Katherine Rosales  
Holly Salyers  
Susan Sayers  
Taylor Shera  
Alyssa Stewart  
Adrienne Thomas

Xavior Fugate  
Stacy Haeseker  
Timothy Holland  
Logan Hollon

Kyle Timmons  
Jonathan Tipton  
Katria Turner

2. Two-year limited contracts for the 2024-2025 and 2025-2026 school years (July 1, 2024 – June 30, 2026).

Joseph Ferriell  
Kelsey Flanagan  
Nicholas Flynn  
Stephanie Herzog  
Nathan Islamovsky  
Elizabeth Jansen  
Shealan McAlister

Sydney McGlinch  
Ryan Prince  
Elizabeth Roberts  
Emily Schaeffer  
Haley Tolley  
Johnny Yahl

**C. Employment – Certificated Staff Extended Service Supplemental Contracts for the 2024-2025 School Year**

The Administration recommends approval of the following extended service supplemental contracts for the 2024-2025 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Angela Cook, Elementary School Guidance Counselor – 10 days
2. Jennifer Cross, Family and Consumer Science – 5 days
3. Callie George, Speech Pathologist – 4 days
4. Stacy Haeseker, Elementary School Guidance Counselor – 5 days
5. Shealan McAlister, High School Guidance Counselor – 20 days
6. Keri Osswald, Title Programs Coordinator – 10 days
7. MeLeah Perry, High School Guidance Counselor – 20 days
8. Leslie Roberts, Career Based Intervention Teacher – 3 days
9. Susan Sayers, Middle School Counselor – 10 days
10. Katria Turner, School Nurse – 9 days

**D. Employment – Temporary Positions**

The Administration recommends the following as temporary summer workers for employment. 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. Maintenance helper at the rate of \$17.00 per hour, not to exceed 40 hours per week, for a maximum of 9 weeks; as needed from May 20, 2024 through August 19, 2024.
  - a) Allison Mowen
2. Custodian helpers, at the rate of \$17.00 per hour, not to exceed 40 hours per week each, for a maximum of 9 weeks; as needed from June 3, 2024 through August 16, 2024.
  - a) Elizabeth Geoit

- b) Amber Michael
  - c) Sherry Hood
  - d) Michael Osborne
- 3. Transportation department helper, at the rate of \$17.00 per hour, not to exceed 40 hours per week for a maximum of 9 weeks; as needed from June 3, 2024 through August 16, 2024.
  - a) Daniel Page, Jr.
- 4. Transportation, maintenance, and custodial helper, at the rate of \$17.00 per hour; not to exceed 40 hours per week for a maximum of 9 weeks; as needed from June 3, 2024 through August 16, 2024.
  - a) Melissa Boomersshine
- 5. Technology Helpers, at the rate of \$17.00 per hour, not to exceed 40 hours per week, for a maximum of 8 weeks; as needed from June 3, 2024 through August 16, 2024.
  - a) Bill Aukerman
  - b) Debra Finfrock
  - c) Janet White

**E. Employment – Certificated Staff – Substitute Teacher/Tutor as Certified by the Preble County Educational Service Center**

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

- 1. Hanna Thomas
- 2. Lisa A. Jones
- 3. Rachel Parks Snell

**F. Employment – Certificated Staff – Substitute Teacher/Tutor as Certified by the Preble County Educational Service Center**

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2023-2024 school year, as certified by the Preble County Educational Service Center with a provisionary substitute license. Employment contingent upon all local requirements being met.

- 1. Christine Strickland
- 2. Elexia Vonderhaar

**G. Employment – Certificated Staff Supplemental Contracts for 2024-2025**

The Administration recommends the following supplemental contracts for the 2024-2025 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. John Groom, LPDC Committee Chairperson, to be paid at the home instruction rate plus a \$500.00 stipend.
2. Jennifer Cross, Molly Hurd, and Carolyn Annie Martin, LPDC members, to be paid at the home instruction rate plus a \$100.00 stipend.
3. Darcy Fitch, 5<sup>th</sup> Grade Level Leader, (1/2 stipend).

#### **H. Employment – Non-Certificated Substitutes**

The Administration recommends employment of the following personnel for the 2023-2024 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy, and Administrative Rules and Regulations with no fringe benefits.

1. Kayla Baker, Substitute Educational Aide
2. Dana Day, Substitute Cafeteria Worker
3. David Ditmer, Substitute Custodian, retroactive to April 6, 2024.
4. Carolyn McNabb, Substitute Cafeteria Worker

#### **I. Employment – Non-Certificated Substitutes**

The Administration recommends employment of the following personnel for the 2024-2025 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 Bus Driver**

Katrina Burns  
Kimberely Gardner  
Brian Hoefler

##### **Substitute Secretaries**

Sara Combs  
Amber Cooper  
Marcia Durham  
Cherie Mayes  
Carolyn McNabb  
Nancy Miller

##### **Substitute Educational Aides**

Kayla Baker  
Shari Bricker  
Kimberely Gardner  
Cherie Mayes

##### **Substitute Cafeteria Workers**

Joyce Black  
Sara Combs  
Dana Day  
Bonnie Doyle  
Carolyn McNabb  
Daniel Moran  
Dora Puckett  
Vivian Shafer  
Christine Strickland  
Stephanie Wolffrum

##### **Substitute Custodians**

Scott Aten  
David Ditmer  
Ursula Gregg  
Sherry Hood  
Montana Hunsucker  
Daniel Moran  
Michael Osborne  
Michael Rettich  
Vivian Shafer  
Suzanne Stephen  
Stephanie Shafer

##### **Substitute Health Aides**

Mallory Anspaugh  
Paula Connerley  
Donna Deaton  
Stephanie Lewis  
Tara Richardson  
Morgan Shera

#### **J. Employment – Classified Staff**

The Administration recommends the employment of the following personnel for the 2023-2024 school year as a Sub Bus d in Training effective the day after Board approval unless otherwise noted. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and reimbursement per the Bus Driver Incentive Resolution.

1. Kayla Baker

#### **K. Employment – Certificated Staff Athletic Supplemental Contracts**

The Administration recommends the following supplemental contracts for the 2024-2025 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Chad Tinstman, Athletic Director – Middle School
2. Nicholas Flynn, Program Assistant Cross Country – Class VI (1/2 stipend)
3. A. Brad Davis, Varsity Head Coach Football
4. Xavior Fugate, HS Assistant Football
5. Joseph Ferriell, Football Coordinator – Middle School
6. Nathan Islamovsky, Football – Middle School
7. Ryan Prince, Football – Middle School
8. Derek Lucas, Varsity Golf
9. Logan Hollon, Reserve Girls Soccer
10. Jessica Sams, 8<sup>th</sup> Grade Volleyball
11. Jamie Floyd, 7<sup>th</sup> grade Volleyball

#### **L. Volunteers**

The Administration recommends approval of the following volunteers for the 2023-2024 school year and 2024-2025 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Arieanna Watkins, Flag Corps and Winterguard Volunteer
2. Necoleia Friend, Flag Corps and Winterguard Volunteer

#### **M. Supplemental Contract Non-Renewals**

In accordance with Ohio Revised Code, the Administration recommends the annual non-renewal and posting of the following supplemental contracts effective June 30, 2024 and request that the Board authorize the Treasurer to send notices of non-renewal to each.

1. Randy McKinney – Head Cross Country Coordinator
2. Glenn Mabry – Program Assistant, Cross Country, Class VI, (1/2 stipend)
3. Mark Silvers – Assistant Cross Country Coordinator
4. Nan Silvers – Program Assistant, Cross Country, Class V



5. Taylor Fletcher –Program Assistant, Cross Country, Class VI
6. Ron Neanen – High School Assistant Football
7. Ben Lenos – High School Assistant Football, (1/2 stipend)
8. David Helvey - High School Assistant Football, (1/2 stipend)
9. Austin Fudge – High School Assistant Football, (1/2 stipend)
10. Tommy Jones – High School Assistant Football, (1/2 Stipend)
11. Robbie Sams – Middle School Football
12. Abby King – Varsity Cheerleader Advisor (Football)
13. Abby King – Reserve Cheerleader Advisor (Football)
14. Mariah Pheanis – 8<sup>th</sup> Grade Cheerleader Advisor (Football)
15. Mariah Pheanis - 7<sup>th</sup> Grade Cheerleader Advisor (Football)
16. Tiffany House – Cheerleader Advisor (Competition)
17. Tim Appledorn – Reserve Golf
18. Matt Money – Varsity Boys Soccer
19. Andrew Bergeron – Reserve Boys Soccer (1/2 Stipend)
20. Christian Fugate – Reserve Boys Soccer (1/2 Stipend)
21. Kevin Schaeffer – Varsity Girls Soccer
22. John Hitchcock – Varsity Girls Tennis
23. John Hitchcock – Varsity Boys Tennis
24. Parker Fields – Varsity Volleyball
25. Gerald Cornett – Reserve Volleyball
26. Sean Sims – Varsity Boys Basketball
27. Steven Sullender – Reserve Boys Basketball
28. Shawn Murphy – 9<sup>th</sup> Grade Boys Basketball
29. Tommy Jones – 8<sup>th</sup> Grade Boys Basketball
30. Matt Keating – 7<sup>th</sup> Grade Boys Basketball
31. David Honhart – Varsity Girls Basketball
32. Tim Appledorn – Reserve Girls Basketball
33. Brad Moore – 7<sup>th</sup> Grade Girls Basketball
34. Kajsa Ruebush – Varsity Swim
35. Lucas Thacker – High School Assistant Wrestling
36. Mark Adams – Wrestling - Middle School
37. Andrew Dafler – Wrestling - Middle School
38. Lisa White – Winterguard Advisor
39. Lisa White – Flag Corps Advisor
40. Andrea Marsh – Dramatic Assistant Director
41. Angela Hundley – Musical Instrumental Director

Motion by \_\_\_\_\_, second by \_\_\_\_\_

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_

### ***ADOPTION OF CONSENT AGENDA ITEMS - ADMINISTRATIVE***

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

#### **N. Donations**

The Administration recommends approval of the following donations.

1. Kramer and Associates, \$800.00 for a pole vault for the Track & Field Program.
2. Preble County Ace Hardware, miscellaneous items for the Senior Citizens Brunch.
3. Eaton Floral for the Senior Citizen’s Brunch.
4. Eaton Place Restaurant, \$30.00 Senior Citizens Brunch.
5. Expressions Studios, \$50.00, Senior Citizens Brunch.
6. Wings, Etc., \$250.00, Senior Citizens Brunch.
7. VFW Post 8066, \$500.00, Senior Citizens Brunch.
8. Silfex, \$250.00, Senior Citizens Brunch.
9. Class of 1962, \$50.00 in memory of Charles F. Hildebolt to the EHS Principal Fund.

#### **O. Plan for the Education of the Gifted**

The Administration recommends approval of the 2023-2024 Plan for the Education of the Gifted, (Attachment A).

#### **P. Agreement with Applied Behavioral Services**

The Administration recommends the approval of agreement with Applied Behavioral Services to provide services through June 27, 2024, (Attachment B).

#### **Q. Alternative 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 2024-2025 school year (Attachment C).

**R. Create and Approve Job Description**

The Administration recommends approval of the job description for Dean of Students, (Attachment D).

**S. Agreement with the Dayton Area School Application System Consortium**

The Administration recommends approval of an agreement to participate in the Dayton Area School Application System Consortium coordinated through the Montgomery County Educational Service Center. As a member of this consortium, this school district agrees to pay its share of the charges (\$1,607.32) established for the consortium application process for the 2024-2025 school year.

**T. Agreement with the Southwestern Ohio Educational Purchasing Council**

The Administration recommends approval to renew the Foodservice Compliance Consulting Agreement with Southwestern Ohio Educational Purchasing Council (EPC) to provide consulting services in the school food service program for the 2024-2025 school year, (Attachment E).

**U. Memorandum of Understanding**

The Administration recommends approval of the Memorandum of Understanding between the Board of Education of Eaton Community Schools and the Eaton School Support Personnel for an attendance incentive for Bus drivers and Transportation Aides, (Attachment F).

**V. Memorandum of Understanding**

The Administration recommends approval of the Memorandum of Understanding between the Board of Education of Eaton Community Schools and the Eaton School Support Personnel for an incentive for current licensed bus driver employees employed in a different classification, (Attachment G).

**W. Overnight Student Travel**

The Administration recommends approval of the overnight student travel.

1. Eaton FCCLA students and Advisors to Columbus, Ohio April 25-26, 2024 to attend the FCCLA State Conference.

**X. Obsolete Items**

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

1. Dell Chromebook 11, Eaton High School, tag #15370
2. Dell Chromebook 11, Eaton High School, tag # 13058
3. (47) ASUS VS 197 LCD Monitors, Eaton High School
4. (24) Lenovo Think Pads, Eaton High School

5. (21) Dell Optiplex 780 Laptop
6. (4) MCP Client Pro 385 Laptop
7. (23) Miscellaneous laptops, Eaton High School
8. (2) LG Televisions, Eaton High School
9. (53) Wireless Access Points Ubiquiti, UniFi Enterprise WiFi System, Pro 750 Mbps, Eaton High School
10. (168) Wireless Access Points-Ubiquiti, UniFi Enterprise WiFi System, Non-Pro 300 Mbps, Eaton High School

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_.

## **Y. Executive Session**

To discuss/consider \_\_\_\_\_

The following individuals are invited to attend: \_\_\_\_\_

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to convene executive session.

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_

President convenes executive session at \_\_\_\_\_ p.m.

President resumes open session at \_\_\_\_\_ p.m.

## **VI. Adjournment**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_  
\_\_\_\_\_, to adjourn the meeting.

Discussion

Beeghly \_\_\_\_\_ Deacon \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_

President adjourns meeting at \_\_\_\_\_ p.m.

**Upcoming Meeting**

Meeting: Regular Board Meeting  
Date/Time: May 13, 2024 – 6:00 p.m.  
Location: East Elementary School

Meeting: Regular Board Meeting  
Date/Time: June 10, 2024 - 6:00 p.m.  
Location: East Elementary School

2023-2024

# Eaton Community Schools

## PLAN FOR THE EDUCATION OF GIFTED STUDENTS

This document includes the identification and service plan for Eaton Community School District during the 2023-2024 school year.

Prepared by: Aaron Horton, Director of Student Services, Eaton Community Schools  
& Katie Pearson, Montgomery County ESC, Gifted Supervisor



### **Eaton Community Schools** **Commitment to Education**

"The mission of the Eaton Community School District is to become a district of educators working collaboratively to create an educational environment that fulfills the diverse needs of students through progressive and challenging curricula. Eaton Community Schools wants to achieve an environment that fosters critical thinking, encourages creativity, values learning and equips our students with the skills to become successful members of the global community."

Gifted students' intellectual capacity, rate of learning and potential for creative contributions demand experiences apart from, but connected to, the regular classroom. Eaton Community School District is charged with the responsibility to provide students with educational alternatives that teach, challenge, and expand their knowledge, while simultaneously stressing the development of independent and self-directed learners who continuously generate questions, analyze, synthesize, and evaluate information and ideas.

- Based on students' learning needs, appropriate types and levels of acceleration and enrichment will be offered in grades K-12. These opportunities will be evaluated each year and adjustments made based on students' learning needs.
- Design, develop, and implement high quality curriculum that is supported by research-based models appropriate for gifted students. This curriculum is aligned with and extends the regular classroom curriculum.

## **DISTRICT IDENTIFICATION AND SERVICE PLAN**

The following is an outline of the district's current identification and service plan, in accordance with the Ohio Department of Education, and it should be updated and submitted annually as requested by the state.

### **DEFINITION**

"Gifted" means students who perform or show potential for performing at remarkably high levels of accomplishment when compared to others of their age, experience, or environment and who are identified under division (A), (B), (C), or (D) of section 3324.03 of the Ohio Revised Code.

### **DISTRICT IDENTIFICATION PLAN**

The district accepts referrals, screens and identifies, or screens and reassesses students who perform or show potential for performing at high levels of accomplishment in the areas of superior cognitive ability, specific academic ability, creative thinking ability, and/or visual and/or performing arts. The district must follow policy and procedures established in Ohio Administrative Code 3301-51-15. These rules specify that assessment instruments must come from the [list](#) approved by the Ohio Department of Education.

### **Specific Academic Ability**

These are assessments that Eaton Community Schools choose to administer that provide for superior academic ability identification

#### **Iowa Assessments (Form E or F): Whole grade screening in grades 2 and 5**

Grade Level	Rescreening Score	Identification Score	Additional Information
2	93rd-94th Percentile	95th Percentile	• Math and reading only
5	93rd-94th Percentile	95th Percentile	• Math and reading only

#### **Stanford Achievement Test (SAT 10): K-12 by referral or used for rescreen**

Grade Level	Rescreening Score	Identification Score	Additional Information
K Specific Academic Ability	93rd-94th Percentile	95th Percentile	• Math and reading only
1-12	93rd-94th	95th	Math, reading, science, and social studies



Specific Academic Ability	Percentile	Percentile	
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**Iowa Assessments (Form E or F) Complete Battery: K-12 by referral**

Grade Level	Rescreening Score	Identification Score	Additional Information
K Specific Academic Ability	93rd-94th Percentile	95th Percentile	<ul style="list-style-type: none"> <li>• Level 5/6 beginning at midyear</li> <li>• Math and reading only</li> </ul>
1-12 Specific Academic Ability	93rd-94th Percentile	95th Percentile	<ul style="list-style-type: none"> <li>• Levels 7-18</li> <li>• Math, reading, science and social studies</li> <li>• Use Total Math (with or without math computation), Total ELA, Total Reading, Science and Social Studies</li> </ul>
1-12 Superior Cognitive Ability	93rd-94th Percentile	95th Percentile	<ul style="list-style-type: none"> <li>• Levels 7-18</li> <li>• Use Complete Composite Total Score</li> </ul>

**Woodcock-Johnson IV (WJ IV) Tests of Achievement: PreK-12 by referral or rescreen**

Grade Level	Rescreening Score	Identification Score	Additional Information
PreK-12 Specific Academic Ability	93rd-94th Percentile	95th Percentile	<ul style="list-style-type: none"> <li>• Use scores for Broad Reading, Broad Writing and Broad Math</li> </ul>

**Superior Cognitive Ability**

These are assessments that Eaton Community Schools choose to administer that provide for superior cognitive identification.

**NNAT3 (Naglieri Nonverbal Abilities Test, Third Edition, Levels A-G): Whole grade 1 and K-12 by referral or rescreen**

Grade Level	Qualifying Score for Creative Thinking Ability (intelligence test component)	Rescreening Score	Identification Score
K-4	110	124	126
5-7	109	123	125

**CogAt (Cognitive Abilities Test, Forms 7 and 8 VQN Composite): Whole grade screening in grade 5 and K-12 by referral or rescreen**

A QN composite can be used with English learners and students with serious reading disabilities. A VN composite can be used with students with mathematics learning disabilities

Grade Level	Qualifying Score for Creative Thinking Ability (intelligence test component)	Rescreening Score	Identification Score
K	111	125	127
1	111	126	128
2	112	126	128
3	112	125	127
4-6	112	126	128

**Woodcock-Johnson Cognitive (Option for individual referral or rescreen)**

Grade Level	Qualifying Score for Creative Thinking Ability (intelligence test component)	Rescreening Score	Identification Score
PreK-12	112	125	127

**Creative Thinking Ability**

These are assessments that Eaton Community Schools choose to administer that provide for creative thinking identification. Creativity gifted identification is a two-part task. Students must meet a cognitive criteria as well as a qualifying score on a creativity screener. The cognitive thresholds are listed in the cognitive assessment tables above.

**Scales for Rating the Behavior Characteristics of Superior Students (SRBCSS) Part II Creativity: Whole grade screening in grades 1 and 5**

Grade Level	Rescreening Score	Identification Score
K-12	48-50 points	51 points (Use raw scores)

**Torrance Test of Creative Ability - Figural Forms A and B: rescreen only**

Grade Level	Rescreening Score	Identification Score
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K-12	93rd-94th percentile	95th percentile
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**Torrance Test of Creative Ability - Verbal Forms A and B: rescreen only**

Grade Level	Rescreening Score	Identification Score
1-12	93rd-94th percentile	95th percentile

Further student nominations are based on district scores, students who have moved in, and/or by specific parent and/or teacher request. The Nomination/permission to test form is available via the gifted staff. Nominated students will be administered the screening tool in their building on a prearranged date by either a gifted staff member, a district staff member, school psychologists, and/or MCESC.

**Visual and Performing Arts**

These are assessments the district administers that provides for visual and performing arts identification. Students in grades K-12 are screened by referral and/or nomination. Nominations for screening must be submitted by written request to the gifted coordinator. Identification is a two-part process. If a student attains the identification criteria checklist score, the student will be invited to submit a portfolio of works or participate in an audition to be evaluated using the Ohio Department of Education Visual and Performing Arts Rubric.

**Scales for Rating the Behavior Characteristics of Superior Students (SRBCSS)**

Part V Artistic Talent:

	Grade Level	Rescreening Score	Identification Score	Additional Information
<u>Part V - Artistic Talent:</u>	K-12	59-60 points	60 points	<ul style="list-style-type: none"> <li>• Use raw scores</li> <li>• Use for behavioral checklist component for Visual or Performing Arts Ability identification – visual arts</li> </ul>
<u>Part VI - Musical Talent:</u>	K-12	37-38 points	39 points	<ul style="list-style-type: none"> <li>• Use raw scores</li> <li>• Use for behavioral checklist component for Visual or Performing Arts Ability identification – music</li> </ul>
<u>Part VII - Dramatic Talent:</u>	K-12	54-56 points	57 points	<ul style="list-style-type: none"> <li>• Use raw scores</li> <li>• Use for behavioral checklist component for Visual or Performing Arts Ability identification – drama</li> </ul>

**Gifted Rating Scales (GRS) - Artistic Scales**

Grade Level	Rescreening Score	Identification Score	Additional Information
Grades K-8 Ages 4-13	60-65	66	<ul style="list-style-type: none"> <li>• Use T scores</li> <li>• Use for behavioral checklist component for Visual or Performing Arts identification – dance, drama, music and visual arts</li> </ul>

**Gifted Rating Scales (GRS) - Artistic Scales**

Grade Level	Rescreening Score	Identification Score	Additional Information
Grades 9-12 Ages 14 and up	90-110	111	<ul style="list-style-type: none"> <li>• Use standard scores</li> <li>• Use for behavioral checklist component for Visual or Performing Arts Ability identification – dance only</li> </ul>

## **IDENTIFICATION PROCESS**

The district shall provide at least two opportunities each year for assessment in the case of children requesting assessment or recommended for assessment by school staff member, teachers, parents, or other children. The district ensures there are ample and appropriate scheduling procedures for assessments and reassessment using:

### **Referrals**

- Children may be referred in writing on an ongoing basis, based on the following:
  - Child request (self-referral);
  - Teacher/school staff recommendation;
  - Parent/guardian request;
  - Child referral of peer; and
- Other (e.g., psychologist, community members, principal, gifted coordinator, etc.) Upon receipt of a referral, the district will:
  - Follow the process as outlined in this document; and
  - Notify parents of results of screening or assessment and identification within 30 days.

### **Screening**

The district ensures equal access to screening and further assessment of all district children, including culturally or linguistically diverse children, children from low socio-economic backgrounds, children with disabilities, and children for whom English is a second language.

### **Identification**

The selected screening assessment is an approved identification instrument. When the screening assessment has been completed and if the score meets cut-off scores specified in the Ohio Department of Education guidance, then the identification decision is made and the student's educational needs are determined. Identification scores remain in effect for the remainder of the student's K-12 school experience.

### **Reassessment**

When the screening assessment has been completed, if the data is from an approved screening instrument or from an identification instrument falls within a district-specified range below the identification score, re-assessment for possible identification occurs. A different approved assessment tool will be used to reassess the student.

### **Out of District Scores**

The district accepts scores, completed within the preceding 24 months on assessment instruments approved for use by the Ohio Department of Education, provided by other schools,

and/or trained personnel outside the school district. If a student is transferring from an out of state school, the testing instrument that was used for identification will be cross referenced with the current approved assessment list from the Ohio Department of Education. The district ensures that any child transferring into the district will be assessed within 90 days of the transfer at the request of the parent. Parents shall contact the building principal or the gifted coordinator.

### **Appeal Procedure**

An appeal by the parent is the reconsideration of the result of any part of the identification process which would include:

- Screening procedure or assessment instrument (which results in identification);
- The scheduling of children for assessment;
- The placement of a student in any program; and
- Receipt of services.

Parents should submit a letter to the superintendent or designee outlining the nature of the concern.

The superintendent or designee will convene a meeting with the parent/guardian, which may include other school personnel. The superintendent or designee will issue a written final decision within 30 days of the appeal. This written notice should include the reason for the decision(s).

### **DISTRICT SERVICE PLAN**

The district ensures equal opportunity for all district students identified as gifted to receive any services offered by the district for which the student meets the criteria. The following is a list of all formal service options available through the district.

#### **NOTES:**

- Gifted services for students will begin the next school year after identification.
- Superior Cognitive and Creative Thinking identifications will be served in English/language arts (ELA) and math.
- There is no service for students identified as gifted in social studies.

## ATTACHMENT A

Grade Level	Service Setting	Service Provider
Grades K-5	Students will be clustered appropriately in groups of 3-8 students within the general education classroom. Students should be clustered based on identification area when this can be accomplished. If this can't happen, then the students should be placed in the general classroom together and this can still be a cluster. If there are only 2 students identified as gifted, these students can be clustered together to receive gifted services. The general education classroom teachers who are providing gifted services will participate in professional development regarding meeting the needs of gifted learners through differentiated lessons in specific content areas.	Regular Classroom Teacher
Grades 6-8	Students will be clustered appropriately in groups of 3-8 students within the general education classroom. The general education classroom teachers who are providing gifted services will participate in professional development regarding meeting the needs of gifted learners through differentiated lessons in specific content areas. Eighth-graders taking Algebra I will receive Acceleration Plans written annually in collaboration with the Gifted Supervisor and the teacher of record.	Regular Classroom Teacher
Grades 9-12	Students will have the opportunity to choose from a variety of ODE accepted courses such as College Credit Plus, AP, and Honors when scheduling classes. Cluster grouping is a service option for students that are enrolled in a class that does not offer a higher level alternative (i.e. CCP, AP, Honors). The general education classroom teachers will participate in professional development regarding meeting the needs of gifted learners through differentiated lessons in specific content areas.	Regular Classroom Teacher
<b>Additional Service Options:</b>		
Academic Acceleration	Acceleration should always be of consideration when determining most appropriate service options for individual students. This should include both subject and whole grade acceleration. It is recommended the coordinator of gifted programming communicates with the various preschool educators/ regarding early-entrance, etc. The process approved by the Ohio Department of	

Education (ODE) includes the use of the IOWA Acceleration Scales tool for whole-grade accelerations and recommended for single-subject accelerations.
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### **Written Education Plans**

Gifted students will have records annually provided by a qualified service provider that outlines their services and set specific goals to be achieved over the course of the year to ensure growth and enrichment. This document is the Written Education Plan. Educators will write Written Education Plans for identified Gifted Learners in collaboration with the Gifted Supervisor. When students identified as gifted, they are reported to parents and the Ohio Department of Education as served, they must have a Written Education Plan in compliance with the *Operating Standards for Identifying and Serving Gifted Students*. ~~GCP students' Written Education Plans will be written in collaboration with the high school guidance counselor and the gifted supervisor using the course syllabus as a guide for the goal of course completion.~~

#### **Written Education Plan Timeline:**

- Initial WEPs will be completed and sent out district wide to be signed.
- Mid-Year WEPs will be completed and sent home with students.
- End of Year WEPs will be completed by the last day of school and sent home with final grade cards.

### **Withdrawal**

If at any time a student wishes to withdraw from gifted programs or services the request should be written by the parent or child, if he or she is 18 year if age or older, to the building administrator. If children request to withdraw, parents will be notified. This is considered a decline of services and must be renewed each year. Parents may decline services for their student on an annual basis and must have appropriate documentation on file for the student.

### **Additional Notes:**

- Early entrance to kindergarten is an option for qualifying students as a gifted service.
- The number of students identified each year should be considered and services adjusted to meet the needs of the population.
- The social/emotional component of working with gifted students is critical and should not be overlooked. Counselors must work together (with the classroom teacher when appropriate) to ensure the social/ emotional needs are met.
- Students who have dual exceptionalities are to be offered appropriate services in accordance to the area(s) of identification and offered these opportunities in an equitable manner.





Outline of Support Services from MCESC

District ID and Service Plan
Create ID + Service Plan
Update Parent Brochure/ Website
State Gifted Reporting
Gifted Student District/ Building Reports
Create and Share District Level Reports
Create and Share Building Level Reports
Create and Share Reports for Teachers
Accelerations and Testing Requests
Coordinate all Testing for Acceleration Requests
Assist in Team Meeting for all Acceleration Requests
Identification of Gifted Students
Analyze MAP Results
Create Notification Letters/ Labels/ EMIS Reporting
Coordinate Retesting Schedule
Coordinate Processes for Referrals
Coordinate Whole Grade Testing
Service for Gifted Students
Provide Professional Development
Consult with District Leadership on Service Options/ Class Offerings
Assist with Cluster Grouping of Gifted Students
Assist educators in the writing, review and evaluation of Written Education Plans
Google WEP process

## ATTACHMENT B

### INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into between Eaton City School District Board of Education (hereinafter "School") and Applied Behavioral Services of Dayton (hereinafter "ABS").

**Term.** The term of this Agreement shall be during the 2023-2024 school year, which begins on **4/9/2024** and ends on **6/27/2024**.

**Student:** \*\*\*\*\*("Student").

School agrees to engage the services of the ABS and ABS agrees to accept such engagement as detailed herein. In consideration of the mutual promises contained herein, and for good and valuable consideration received, it is hereby agreed as follows:

#### **I. ABS Duties**

**1. Services Provided.** ABS will provide to Student the individualized educational services described within Student's Individualized Educational Program ("IEP") and further identified below. School shall be responsible for maintaining a current IEP for Student and providing a copy to ABS.

**2. Virtual Services.** In the event that ABS is required to close its physical locations temporarily due to government order (such as in the event of a pandemic), ABS will notify the School and work with School to determine how to serve the Student either through virtual classroom learning and/or home instruction provided by ABS personnel. These services will be considered to be in compliance with the provisions of this Agreement.

**3. Background Checks.** Pursuant to 3319.392, ABS shall obtain Bureau of Criminal Investigation (FBI) criminal background checks for any employees who will be working directly with students. These checks shall satisfy the requirements in R.C. 3319.39. ABS shall not assign any employee to perform duties pursuant to this Agreement who has a disqualifying offense under R.C. 3319.39 and/or R.C. 3319.31.

**4. Educational Services.** ABS hereby agrees to:

- ☐ Accept Student for educational placement services within the ABS learning program
- ☐ Provide intensive intervention for Student; **April-June**
  - o half Day 1:1 (1 student : 1 instructor)
    - Tier 4: **\$16,287**
- ☐ Certified Behavior Analyst services for minimum of 180 minutes per month;
- ☐ Provide daily behavior modification services for Student;

## ATTACHMENT B

**5. Optional Services Provided.** ABS may provide the following services if required in the Student's IEP. **Such services are provided at an additional cost of One Hundred Fifty Dollars (\$150.00) per hour and must have a licensed provider available to render services.** ABS shall provide the following additional services at the costs below as determined by the School District.

- ☐ Provide, as needed by Student and agreed upon by the parties:
  - ☐ Speech Therapy services
    - By initialing this line, School District accepts the Speech Therapy Services and agrees to the terms of Paragraph 5 above (\$225 per month/for 90 minutes) \_\_\_\_\_
  - ☐ Occupational Therapy services;
    - By initialing this line, School District accepts the Occupational Therapy Services and agrees to the terms of Paragraph 5 above (\$200 per month/for 80 minutes) \_\_\_\_\_
  - ☐ Music Therapy services;
    - By initialing this line, School District accepts the Music Therapy Services and agrees to the terms of Paragraph 5 above \_\_\_\_\_
  - ☐ Social skills intervention services;
    - By initialing this line, School District accepts the Social Skills Therapy Services and agrees to the terms of Paragraph 5 above \_\_\_\_\_
- ☐ Reduction in minutes for December or July:
  - ☐ The minutes for Service shall be reduced by half per month in the months of December and July.
- ☐ Provide quarterly progress reports to School for review;
- ☐ Participate in IEP meetings as requested by Student or School to review services provided to Student.

## II. School Duties

**1. Special Education Records.** Prior to enrollment of Student at ABS, School shall provide ABS with copies of Student's most recent ETR and IEP so that ABS may make a pre-

## ATTACHMENT B

determination of whether the Student may be accepted for enrollment and/or whether ABS can provide the necessary therapy and/or instruction pursuant to this Agreement.

**2. Change of Placement.** School shall be responsible for facilitating the change of Student's educational placement to ABS in accordance with any applicable state and federal special education laws.

**3. Tuition.** School shall pay ABS the total monthly amount of **\$5,854 (including SLP and OT)** based on the tier classification for all services identified above and performed under this Agreement. If Student is enrolled after the start of the school year, or this Agreement is terminated prior to the end of the school year, compensation for the month in which Student is enrolled or in which the Agreement is terminated shall be reduced pro-rata. No additional or different rate will be charged unless agreed to in writing between ABS and School.

### III. Miscellaneous Provisions

**1. Student Privacy.** ABS acknowledges that School is subject to the Family Educational Rights and Privacy Act ("FERPA"), its regulations, Ohio Revised Code 3319.321, and other applicable laws. ABS further acknowledges and agrees that it and its employees and contractors shall comply with FERPA, its regulations, Ohio Revised Code 3319.321, and other applicable laws, and shall preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by FERPA, its regulations, Ohio Revised Code 3319.321, and other applicable laws.

**2. Transportation of Student.** ABS shall not be responsible for transportation of Student to or from ABS.

**3. Summer Instruction and Therapies.** Instruction and/or therapies provided by ABS in the summer session shall be counted for the purpose of total minutes required on the IEP.

**4. Simultaneous SLP and OT.** If Student receives Speech Therapy and Occupational Therapy, and ABS determines that a combined session would be in the best interest of the Student, such sessions may be combined to meet the requisite number of minutes for the respective therapies.

**5. Student Absences, Refusal or Impeding Behavior.** ABS shall not be responsible for the makeup of instruction and/or therapy missed solely because of Student's absences, refusal or impeding behavior. School shall be responsible for providing payment to ABS for the attempted provision of such services.

**6. School Closure.** ABS shall not be responsible for the makeup of instruction and/or therapy missed solely because of School's closure or failure to transport Student to ABS.



## ATTACHMENT B

School shall be responsible for providing payment to ABS for the attempted provision of such services.

**7. Good Faith Makeup.** Notwithstanding the foregoing, ABS shall make a good faith attempt to reschedule or makeup therapies and/or instruction missed due to Student absences, refusal, impeding behavior or School closure.

**8. Therapies and/or Instruction Unavailable.** If a therapy or instruction provided by ABS under this Agreement becomes unavailable for any extended period of time, defined as a period of 4 weeks or longer (such as for therapist maternity leave or an extended leave of absence), the parties agree to cooperate to seek amendment of the IEP to reflect such change. School shall not be charged for any service that becomes unavailable under this provision.

**9. Independent Contractor Status.** ABS acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of the School. ABS further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of School with respect to any federal, state, or local laws. ABS shall further indemnify, defend, and hold harmless the School, its members, employees, agents, insurers, and assigns from, and pay for, any and all charges, fees, and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions and/or any other governmental charges or taxes required to be paid on behalf of any of ABS's employees, agents, contractors, subcontractors, or assigns. The provisions of this Section shall survive termination of this Agreement. ABS acknowledges sole responsibility for all taxes that may become due and owing in connection with the fees paid for services rendered under this Agreement. ABS shall be free to perform services for any third parties, including other school districts or students, at the same time providing the services as described herein.

Each party shall accept full responsibility for any damages caused by its own negligence or the negligence of its employees, contractors, members, representatives, or agents.

**10. Termination.** This Agreement may be cancelled by either party, for any reason, with at least thirty (30) days written notice to the other party. Notices sent pursuant to this paragraph shall be sent to the following, and may be sent via email:

**If to ABS:**

Applied Behavioral Services – Dayton  
2570 Technical Drive  
Miamisburg, OH 45342  
Amy.brown@appliedbehavioralservices.com

## ATTACHMENT B

**If to School:**

Eaton City Schools  
506 Aukerman St.  
Eaton, Ohio 45320  
Ahorton@eaton.k12.oh.us

**11. Entire Agreement.** This Agreement and the documents delivered concurrently herewith shall constitute the entire agreement and understanding between the parties hereto and shall supersede any prior agreements and/or understandings relating to the subject matter of this Agreement. By affixing their signatures hereto, the parties expressly warrant that there are no additional terms, representations, agreements or promises made by either party that have not been memorialized within the language of this Agreement.

**12. Assignment.** Neither party may assign any rights or delegate any duties/obligations assumed hereunder absent the express prior written consent of the other party.

**13. Modification.** No revision or modification of this Agreement shall be effective unless in writing by mutual consent and executed by duly authorized agents or representatives of School and ABS.

**14. Construction and Jurisdiction.** The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio and, if necessary, shall be enforceable in any Court of Common Pleas within the State of Ohio where jurisdiction and venue would be considered proper under the laws of the State of Ohio.

**15. Required Mediation.** Notwithstanding the paragraph above, if either party contends that this Agreement has been breached, the parties agree to participate in non-binding mediation prior to filing any claim in state or federal court, and prior to submitting a complaint with a governing administrative agency. Nothing in this paragraph shall prohibit either party from making mandatory or discretionary reports of any suspected violations of legal or ethical obligations to an appropriate governing body or administrative agency. The parties further agree to participate in good faith, and a failure to do so by either party shall preclude the filing of any other claim against the other party. The mediator shall be jointly selected by the parties among local mediators with educational experience. The mediation shall take place at an agreed-upon location within Ohio. Offers made in mediation shall remain confidential and may not be used in any subsequent proceeding. The parties shall equally split the cost of the selected mediator and cover their own expenses for counsel. The parties agree that the provisions of this section shall survive any termination of this Agreement.

## ATTACHMENT B

The signatures below indicate approval and agreement to the terms of this Agreement, and the signature of a representative indicates authority to enter into this Agreement by and on behalf of the entity.

\_\_\_\_\_  
Authorized School Representative Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized School Representative Signature

\_\_\_\_\_  
Authorized ABS Representative Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized ABS Representative Signature



## *Eaton Community Schools*

*Board Office*  
306 Eaton Lewisburg Rd. Eaton, Oh 45320  
(937) 456-1107 Fax (937) 472-1057

## ATTACHMENT C

*Janet High, Secretary*  
[jhigh@eaton.k12.oh.us](mailto:jhigh@eaton.k12.oh.us)  
[www.eaton.k12.oh.us](http://www.eaton.k12.oh.us)

March 1, 2024

### **Terms of Agreement to be considered and/or negotiated in the Alternate School Food Authority Arrangements**

1. Agreement includes National School Breakfast and National School Lunch Programs.
2. Eaton Community City Schools will distribute free/reduced price meal applications to each household, based on names and addresses provided by the Educational Service Center.
3. Eaton Community City Schools will process free/reduced applications: Approving Official – Janet High, Central Office Secretary.
4. The breakfast and lunch counts are put on a classroom roster which is forwarded to the office Secretary to compile the numbers for the meals to be delivered. The Secretary then emails these forms to the Café Manager who packs and delivers the food. The meals are set up in an offer vs. serve point of sale system for grades 9-12. K-8 have their meals delivered to their tables and the meals taken are marked off of the roster. The café manager enters the breakfast and lunch meals into the PaySchools POS system.
5. Monthly claim will be compiled and submitted to ODE by Eaton Community City School District Attendance edit check is monitored utilizing PaySchools QSP software.
6. Meal prices for breakfast and lunch will be set by Eaton Community City Schools District Board of Education.
7. Site has a no charge policy, per their administration. Secretary at site will collect money from students and adults. Money will be picked up daily by driver delivering meals.
8. Preble County ESC agrees to pay the Eaton Community School District an annual foodservice “cost of doing business” fee of \$17,140.00 annually. This covers the cost of an additional cook used to prepare meals daily, the retirement, workers comp, Medicare, SERS Surcharge, benefits, mileage, equipment, equipment maintenance, licensing, USDA reporting and USDA accountability. This fee is due by August 1 prior to the start of the school year.
9. Cancellation of services may be made at any time, by either SFA, with a written 30-day notice.
10. School calendars are closely matched due to the fact that the Eaton Community City Schools services the Preble County ESC site. If the site is in session and Eaton Community City Schools is closed, Eaton Community City Schools will still provide meal service. Preble County ESC will reimburse Eaton Community City Schools for any additional labor incurred in those instances.
11. Free/reduced meal applications are kept on file at the Eaton Community City School District.
12. Site is small with approximately 24 enrolled students. Currently, those students do not participate in an advisory group, menu planning, etc. The site is for behaviorally handicapped students.



**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 COMMUNITY 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 14, 2024** and it shall remain in effect until **May 30, 2025** (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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_ Date \_\_\_\_\_

SFA 2

Signature  \_\_\_\_\_

Title Treasurer \_\_\_\_\_

Phone Number 937-456-1187 Date 2/28/24

THIS ARRANGEMENT **does not** constitute the entire agreement between the parties with respect to subject matter thereof. (See Attachment 4 of original agreement 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.

**JOB DESCRIPTION**

*Eaton Community Schools  
An Equal Opportunity Employer*

**Title:** Dean of Students

**Reports To:** Building Principal or Superintendent

**Employment Status:** Full-time

**FLSA Status:** Administrative

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**QUALIFICATIONS:**

1. A Master's Degree or higher from an accredited college or university with major emphasis in school administration or in a related area.
2. Minimum of three (3) years of teaching experience.
3. Valid Ohio Principals license preferred.
4. Must pass criminal background check.
5. A record free of criminal violations that would prohibit public school employment. Adheres to the Licensure Code of Professional Conduct for Ohio Educators.
6. Complies with drug-free workplace rules, board policies, and administrative guidelines/procedures.
7. Ability to establish working relationships with co-workers and function as part of a cohesive team.
8. Commitment to keep current with skills essential to the objectives of the position. Successful teaching experience. Effective organizational planning and project management skills. Ability to identify, evaluate and implement program options, auxiliary services, and curricular materials that support the diverse learning needs of students.
9. Must be able to work independently.

**GENERAL DESCRIPTION:**

The Dean of Students will assist the Principal in the organization, administration, and supervision of the individual school programs; performs professional administrative work under the direction of the building principal and will assist in all aspects of administrative work, including daily school operations, working with staff, parents and students, evaluation of certified\**(proper credentialing and licensure required for certified evaluation functions)* and classified staff.

**ESSENTIAL FUNCTIONS:**

1. Administers and supervises student discipline (disciplinary reports, detentions, investigations leading to suspension from school, school wide discipline plans, etc.) If properly licensed in Ohio, may issue student suspensions in communication with building principal.
2. Ability to assist the Principal, staff and parents on strategies that assist in continuously improving student achievement and instruction.
3. Ability to support the functions of the school including student discipline and other supervisory duties as assigned by the Principal.
4. Evaluates Faculty and staff in accordance with negotiated agreements.
5. Ability to assist in establishing a positive learning environment and respond to the individual needs of students, supervise the reporting and monitoring of student attendance, and work with staff on preventative strategies and investigative follow-up actions.
6. Oversee attendance records and monitor truancy. Will also work with the building principal and county truancy officer.
7. Assist and/or lead the PBIS Team in the building, serve on Building Leadership Team
8. Ability to supervise, direct, motivate, and collaborate with the building principal to improve teaching and learning within the school.
9. Participate, as appropriate, in student IEP and other student-centered committees, MTSS, etc.
10. Ability to communicate and work effectively and constructively with members of the school district and community.
11. Ability to react to change and frequent interruptions in a productive and positive manner, meeting deadlines as assigned.

Eaton Community Schools is an  
**EQUAL OPPORTUNITY EMPLOYER**

We do not discriminate on the basis of race, religion, color, sex, age, national origin, ancestry or disability.

## ATTACHMENT D

12. Work to implement the vision and mission of the District.
13. Ability to work with technology/computer systems especially as they relate to the teaching and learning process.
14. Prepare requisitions for supplies, textbooks and equipment; conduct inventories, maintain records and check on receipts for such materials.
15. Conduct safety inspections and safety drill practice activities.
16. Assume responsibility to assist the building principal and/or district administration for coordinating transportation, custodial, cafeteria and other support services.
17. Ability to assist in establishing an optimal learning environment within the school.
18. Work with the Guidance Department assisting in areas such as scheduling, district and state testing, etc.
19. Ability to attend extracurricular activities scheduled during the day evening and weekends.
20. Assist with website maintenance.
21. Ability to ensure all school programs and activities conform to District guidelines and assist with building use forms.
22. Ability to model commitment and dedication to work.
23. Ability to work independently and without supervision, and complete work in an efficient manner.
24. Perform record-keeping functions as directed by the Principal.
25. Perform other tasks and assume other responsibilities as the Principal may assign.
26. The employee shall remain free of any alcohol or non-prescribed controlled substance abuse in the workplace throughout his/her employment with the District.
27. Performs other specific job-related duties as directed.

### OTHER DUTIES AND RESPONSIBILITIES:

1. Anticipates time constraints. Manages tasks efficiently to meet deadlines.
2. Averts problem situations and intervenes to resolve conflicts.
3. Effectively uses active listening, observation, reading, verbal, nonverbal, and writing skills. Interprets information accurately and initiates effective responses.
4. Maintains accurate records and submits required paperwork on time.
5. Maintains an acceptable attendance record and is punctual.
6. Manages individual, group, and organizational interactions.

### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: Board policies and procedures; building policies and procedures; student discipline code; lesson plans; courses of study; textbooks; supplemental teaching materials; teaching techniques and strategies; motivational techniques; public relations; supervision; grading systems; standardized tests; Individualized Educational Plans; intervention techniques; subjects taught.

Ability to: interpret policies, procedures, and regulations; administer student discipline code; develop lesson plans; follow courses of study; interpret textbooks and supplemental teaching materials; communicate effectively; supervise; schedule; evaluate; follow directions; maintain records and files; promotes a cooperative attitude with staff and administration; dress appropriately and show responsible care in personal hygiene; display an attitude of enthusiasm and interest in teaching; show respect for students and their opinions.

Skill in: audio visual equipment, 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:

Audio visual equipment, computer, copier, laminator, and other items as required.

Eaton Community Schools is an  
**EQUAL OPPORTUNITY EMPLOYER**

We do not discriminate on the basis of race, religion, color, sex, age, national origin, ancestry or disability.

## ATTACHMENT D

### **ADDITIONAL WORKING CONDITIONS:**

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

### **TERM OF EMPLOYMENT:**

Two hundred and three (203) days annual contract.

### **PERFORMANCE EVALUATION:**

Conducted by the building principal or designee.

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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: ]

Eaton Community Schools is an  
**EQUAL OPPORTUNITY EMPLOYER**

We do not discriminate on the basis of race, religion, color, sex, age, national origin, ancestry or disability.



## ATTACHMENT E

April 5, 2024

Dear Superintendent/Treasurer:

As the foodservice consultant for the Southwestern Ohio Educational Purchasing Council, I would like to thank you for your participation in the 2023-2024 Foodservice Consulting Program. We are happy to extend the current contract at the same cost for the 2024-25 and 2025-2026 school year, if you would like to continue. I am available to meet with you anytime to discuss our performance and answer any questions you may have for next school year. This will represent the third and fourth (final) year extensions of the 21-22 contract at \$17,100 as promised in an email sent to you in the spring of 2021. The original contract states "...renewal options as mutually agreed by both parties." USDA allows renewals up to 4 years after original contract.

Please sign and return the form below to renew the foodservice consulting contract for the 2024-2025 and 2025-2026 school years. Please feel free to call me if you have any questions.

Sincerely,

Bonnie Muckenthaler  
SWEPC, Director of Food Service Programs  
303 Corporate Center Dr.  
Vandalia, OH 45377  
Phone- 937.890.3725

District Name: \_\_\_\_\_

The above listed district agrees to extend the 2021-2022 Foodservice Consulting Agreement with the same services at the same annual cost of \$4275 quarterly for the 2024-2025 and the 2025-2026 school years. This price includes the school and nutrition website. This is the third and fourth year (final year) extensions of the original 2021-2022 school year.

School District Authorized Signature: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Bonnie Muckenthaler, Director of Foodservice Programs      Signature Date: April 5, 2024

ATTACHMENT F

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Board of Education of Eaton Community Schools (the "Board") and the Eaton School Support Personnel Association/OEA/NEA (the "Union"). These parties will collectively be referred to as the "Parties."

WHEREAS, the Board and the Union have executed a collective bargaining agreement ("CBA") effective from July 1, 2021 until June 30, 2024; and

WHEREAS, the Board desires to ensure it has sufficient certified bus drivers available to transport students; and

WHEREAS, the Board desires to compensate bus drivers who consistently perform their duties.

NOW THEREFORE BE IT RESOLVED THAT:

1. Effective upon the execution of this MOU:
  - a. Bus drivers and/or Transportation Aides who do not miss a day of work between April 16, 2024 and April 30, 2024 shall receive a one-time \$100 lump sum bonus. Bus drivers and/or Transportation Aides who miss only one day of work between April 16, 2024 and April 30, 2024 shall receive a one-time \$50 lump sum bonus.
  - b. Bus drivers and/or Transportation Aides who do not miss a day of work between May 1, 2024 and May 30, 2024 shall receive a one-time \$150 lump sum bonus. Bus drivers and/or Transportation Aides who miss only one day of work between May 1, 2024 and May 30, 2024 shall receive a one-time \$75 lump sum bonus.
2. If a bus driver and/or Transportation Aide does not work his or her full shift for any reason, that counts as a missed day.
3. Nothing within this MOU shall be construed as a waiver of or limitation on any management rights the Board may have.
4. All other provisions of the CBA currently in effect between the Parties hereto not altered by this MOU shall remain in full force and effect for the term of the CBA and no other agreements shall serve to alter the provisions of the CBA unless agreed to, in writing, between the parties hereto.

**For the Board:**

**For the Union:**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date



## ATTACHMENT G

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Board of Education of Eaton Community Schools (the "Board") and the Eaton School Support Personnel Association/OEA/NEA (the "Union"). These parties will collectively be referred to as the "Parties."

WHEREAS, the Board and the Union have executed a collective bargaining agreement ("CBA") effective from July 1, 2021 until June 30, 2024; and

WHEREAS, the Board desires to ensure it has sufficient certified bus drivers available to transport students in exigent circumstances as determined by the Superintendent; and

WHEREAS, the Board desires to compensate employees, who are not regularly employed as bus drivers, for maintaining the necessary certification to drive school buses and for agreeing to drive school buses in exigent circumstances as determined by the Superintendent.

NOW THEREFORE BE IT RESOLVED THAT:

1. Effective upon the execution of this MOU, the Superintendent may ask employees who are not bus drivers, but are certified to drive a school bus, to drive a bus route. Such employees who agree to drive a school bus to transport students when requested by the Superintendent between April 16, 2024 and May 30, 2024 shall receive the following compensation in addition to their regular compensation:
  - a. The employee will receive their current hourly pay rate, or the substitute bus driver rate, whichever is higher, for their time driving the school bus, and will also receive \$50 for each morning or afternoon route worked.
2. The Superintendent has discretion to determine how many employees, who are not regularly employed as bus drivers, are needed to transport students between April 16, 2024 and May 30, 2024, and has discretion to determine which employees are offered to drive a school bus on any day during that period. This decision may not be grieved or challenged.
3. Employees who are not bus drivers, but are certified to drive a school bus, have the option to accept or reject the assignment to drive a bus route each time they are requested to drive a bus route.
4. Nothing within this MOU shall be construed as a waiver of or limitation on any management rights the Board may have.
5. All other provisions of the CBAs currently in effect between the Parties hereto not altered by this MOU shall remain in full force and effect for the term of the CBAs and no other agreements shall serve to alter the provisions of the CBAs unless agreed to, in writing, between the parties hereto.

**For the Board:**

**For the Union:**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date