

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
April 13, 2015
6:00 p.m.

I. Opening of the Meeting

A. Call to Order – President Lisa Noble called the meeting to order.

B. Roll Call – President Noble then called the roll.

R. Cooper P L. Noble P T. Parks P J. Renner P K. Shepherd P.

C. Pledge of Allegiance – The Pledge of Allegiance was recited.

D. Recognition of Visitors – There were no visitors who wished to be recognized.

E. Executive Session (if necessary)

Dr. Curry, Mrs. Dodson, Mr. Couch, Mr. Flatter, Mr. Powell, Mrs. Friesel, Mr. Brad Davis, Mr. Matt Money, Ms. Lindsey Baker, Ms. Paula Lemke, Ms. Missy Imhoff were invited to participate in executive session. Ms. Stacey Jennings was unavailable to attend.

To consider the employment of a public employee or official.

Motion by Mr. Renner, second by Mr. Shepherd to convene executive session.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-229

President convenes executive session at 6:03 p.m.

President resumes open session at 8:22 p.m.

F. Other Opening Business -- None

II. Treasurer's Business – Priscilla Dodson

A. The Treasurer recommends approval of the following:

1. Approve minutes of the March 9, 2015 Regular Board Meeting.
2. Approve minutes of the March 14, 2015 Special Board Meeting.
3. Approve minutes of the March 28, 2015 Special Board Meeting.
4. Submission of Warrants.
5. Submission of Financial Report.
6. Submission of Investment.
7. Approve FY15 Supplemental Appropriations by Fund.

8. Accept the Amounts and Rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor (Attachment A).
9. Transfer \$12,507.00 from General Fund to Athletic Fund for Baseball and Softball field maintenance equipment (Attachment B).

Motion by Mr. Renner, seconded by Mr. Shepherd, to approve agenda Item II. A.

Discussion – Mr. Shepherd and Mr. Parks questioned if #9 was really an advance. Mrs. Dodson responded that it is a permanent transfer.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y

President declares motion PASSED.

#1415-230

B. Amended Contract

The Administration recommends amending the contract of Tom Doseck, Project Manager, by extending his contract through December, 2015.

Motion by Mr. Shepherd, seconded by Mr. Parks, to approve agenda Item II. B.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y

President declares motion PASSED.

#1415-231

III. Reports

A. Miami Valley Career Technology Center Report – Terry Parks gave his report.

B. Parks and Recreation Board Report – Keith Shepherd presented his report.

C. Superintendent's Report – Dr. Barbara Curry presented her report

D. Other Reports – None

E.

IV. Old Business

Motion was made by Mr. Renner and seconded by Mr. Cooper to *remove from the table* agenda Item V.D, #2, Missy Imhoff, from the March 9, 2015 board agenda, (Resolution #1415-208).

Discussion – None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-232

V. New Business

A. Resignation and Retirement

The Administration recommends approval of the following resignation and retirement.

1. Kristina Armstrong, 1st Grade Level Leader, resignation effective June, 2015.
2. Christopher Briley, Boys Reserve Soccer Coach, resignation effective March 27, 2015.
3. Beth Campbell, Cafeteria Worker, resignation for the purpose of retirement, effective June 1, 2015.
4. Rodger Clark, Director of Technology, resignation for the purpose of retirement, effective July 1, 2015.
5. Robert Ebright, High School Assistant Football Coach, resignation effective March 27, 2015.
6. Ally Hoke, Reserve Cheerleading Advisor – Basketball, resignation effective July 1, 2015.
7. Steve Johnson, Middle School Football Assistant Coach, resignation for the purpose of retirement, effective July 1, 2015.
8. Sarah Leach, 2nd Grade Level Leader, resignation effective July 1, 2015.
9. Ray McCampbell, SADD Advisor, resignation retroactive to January 1, 2015.
10. Elizabeth McCarthy, Teacher, resignation effective August 14, 2015.
11. Cindy Neanen, Director of Education, resignation for the purpose of retirement, effective July 1, 2015.
12. Ron Neanen, Guidance Counselor, resignation for the purpose of retirement, effective June 1, 2015.
13. Ron Neanen, Varsity Football Head Coach and 12th Grade Class Advisor, resignation for the purpose of retirement, effective June 1, 2015.
14. Mike Paulus, Reserve Girls Soccer Coach, resignation effective April 6, 2015.
15. Bev Richardson, 4th Grade Level Leader, resignation effective July 1, 2015.
16. Amanda Tinstman, 8th Grade Volleyball Coach, resignation retroactive to January 13, 2015.
17. Rhonda Winings, 7th Grade Volleyball Coach, resignation retroactive to January 7, 2015.

Motion by Mr. Parks, seconded by Mr. Cooper, to approve agenda Item V.A.

Discussion – Mr. Parks extended thanks and appreciation to all who resigned.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-233

B. Employment – Certificated and Non-Certificated Administrator and Manager

The Administration recommends the following administrator and manager for limited contracts. Salary, benefits and duties per Board Policy, Administrative Rules and Regulations and all applicable state and local requirements.

- | | | |
|----|--|-------------------------------|
| 1. | Terry Cross, Cafeteria Manager | July 1, 2015 to June 30, 2017 |
| 2. | Missy Imhoff, Supervisor of Curriculum and Instruction | July 1, 2015 to June 30, 2017 |

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V.B.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-234

C. Employment – Certificated Staff

The Administration recommends the employment of the following certificated personnel as listed. Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. One year limited contracts for the 2015-2016 school year (July 1, 2015 – June 30, 2016).

a. Bill Aukerman	o. Chelsea Lucas
b. Colin Celek	p. Jan Metz
c. Timothy Chasteen	q. Jessica Sams
d. Laura Combs	r. Jessica Staton
e. Emily Dumler	s. Kaitlin Stertzbach
f. Joe Ferriell	t. Dorothy Stoltz
g. Alexandra Giacobbe	u. Amy Stevens Arend
h. Hannah Harrison	v. Anthony Sollenberger
i. Stephanie Herzog	w. Lindsay Silvers
j. Allyson Hoke	x. Cindy Wassom
k. Tim Holland	y. Hilary Waugh
l. Nathan Islamovsky	z. Kelli Wright
m. Kayla Klapper	aa. Corey Zickefoose
n. Kristina Little	

2. Two year limited contracts for the 2015-2016 and 2016-2017 school year (July 1, 2015 – June 30, 2017).

a. Mark Carnahan	d. Annie Martin
b. Erica Hamilton	e. Leslie Roberts
c. Linda Laufer	f. Ann Tolliver

3. Continuing contract contingent upon meeting all requirements of the negotiated Agreement, Board Policy, Administrative Rules and Regulations and applicable provisions of the Ohio Revised Code: effective July 1, 2015.

a. Aaron Hemmert

Motion by Mr. Renner, seconded by Mr. Parks, to approve agenda Item V.C.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-235

D. Employment – Classified Staff

The Administration recommends the employment of the following personnel for the 2014-2015 school year 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 duties per Board Policy Negotiated Agreement and Administrative Rules and Regulations.

1. Stacey Jennings, Custodian
2. Paula Lemke, Library Aide
3. Lindsey Baker, ½ day Special Education Aide, effective April 20, 2015.

Motion by Mr. Parks, seconded by Mr. Shepherd, to approve agenda Item V.D.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-236

E. Employment – Certificated Staff Extended Service Supplemental Contracts

The Administration recommends the following extended service supplemental contracts for the 2015-2016 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Jennifer Cross, Family and Consumer Science – 5 days
2. Tricia McGinnis, Elementary School Guidance Counselor – 3 days
3. Malissa Miller, Elementary School Guidance Counselor – 5 days
4. Leslie Roberts, Career Based Intervention Teacher – 3 days
5. Dalene Sadowski, School Nurse – 4 days
6. Jessica Staton, Psychologist – 30 days

7. Dorothy Stoltz, High School Guidance Counselor – 20 days

Motion by Mr. Shepherd, seconded by Mr. Renner, to approve agenda Item V.E.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-237

F. Employment – Non-Certificated Staff – Substitute Employees

The Administration recommends approval of the following substitutes for the 2014-2015 school year. Employment contingent upon certification (if necessary), criminal background check, and all applicable state and local requirements. Salary and duties per board Policy and Administrative Rules and Regulations with no fringe benefits.

1. JoAnna Conley, Substitute Educational Aide
2. Gary Shepherd, Substitute Custodian
3. Stephanie Jennings, Substitute Custodian
4. Janette Sams, Substitute Cafeteria Worker

Motion by Mr. Renner, seconded by Mr. Parks, to approve agenda Item V.F.

Discussion – Gary Shepherd is no relation to Keith Shepherd

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-238

G. Employment – Certificated Staff Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2014-2015 school year or as noted. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirement.

1. Colin Celek, Musical Instrumental Director, retroactive to March 1, 2015.
2. Nathan Islamovsky, Girls Head Track & Field Coach – Middle School (1/2 Stipend)
3. Eight (8) teachers and one (1) program coordinator for the K-3 Summer Literacy Intervention Program, July 27-30, 2015 and August 3-7, 2015 from 9:00 a.m. until 12:00 p.m. each day. Teachers and coordinator will receive \$100.00 per day for planning, supervision and instruction of students. This program will be paid for with Title I funds.

Motion by Mr. Cooper, seconded by Mr. Shepherd, to approve agenda Item V.G.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-239

H. Employment – Non-Certificated Staff Athletic Contract

The following position has been posted and no certificated staff members have applied. The Administration recommends the employment of the following nominee on a one-year limited contract for the 2015-2016 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. Matt Money, Varsity Boys Soccer Coach

Motion by Mr. Renner, seconded by Mr. Cooper, to approve agenda Item V.H.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-240

I. Employment – Certificated Staff Extra-Curricular Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2015-2016 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations and any applicable state requirements.

- | | |
|----------------------|---|
| 1. Kathy Chesnut | KG Grade Level Leader |
| 2. Annie Martin | 3 rd Grade Level Leader –½ Stipend |
| 3. Susan Wike | 3 rd Grade Level Leader –½ Stipend |
| 4. Karen Titkemeyer | 5 th Grade Level Leader |
| 5. Catherine Borucki | Science Department Head – MS |
| 6. Jennifer Jones | Language Arts Department Head – MS |
| 7. Kristin Schamel | Math Department Head – MS |

8. Catherine Borucki	Academic Team Advisor – MS
9. Jennifer Couch	Student Council Advisor – MS
10. Emily Pioske	Vocal Music Director – MS
11. Chad Tinstman	Washington DC Trip Coordinator
12. Ty Tolliver	Yearbook Advisor – MS
13. Jennifer Beeghly	Honor Society Advisor – MS ½ Stipend
14. Amanda Jerdon	Honor Society Advisor – MS ½ Stipend
15. Amy MacGillivray	Grade 9 Class Advisor
16. Amy Kochensparger	Grade 9 Class Advisor
17. Leslie Kelly	Grade 10 Class Advisor
18. Gina Melling	Grade 10 Class Advisor
19. Amber Michael	Grade 11 Class Advisor
20. Dorothy Stoltz	Grade 11 Class Advisor
21. Amy Kochensparger	Science Department Head – HS ½ Stipend
22. Kevin Kochensparger	Math Department Head - HS
23. James Richards	Science Department Head – HS ½ Stipend
24. Anne Bruce	Language Arts Department Head - HS
25. Robin Mirovsky	Student Council Advisor – HS ½ Stipend
26. Anne Bruce	Student Council Advisor – HS ½ Stipend
27. Paul Bingle	Head Band Director
28. Colin Celek	Musical Instrumental Director
29. Emily Pioske	Vocal Music Director
30. Anthony Sollenberger	Musical Vocal Director
31. Amy MacGillivray	Spanish Language Club Advisor
32. Teresa Gels	Assistant Peer Counselor Advisor
33. Aaron Hemmert	Academic Team Leader
34. Cheryl Mellen	Dramatics Director
35. Shelley Moore	Assistant Drama Director (Fall & Spring)

- | | |
|-------------------|------------------------------------|
| 36. Leslie Kelly | Tri-Hi-Y Advisor |
| 37. Amber Michael | Annual Advisor (During School Day) |
| 38. Amber Michael | Art Club |

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V.I.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-241

J. Employment – Certificated Staff Athletic Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2015-2016 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. <i>A. Brad Davis (pulled for separate vote)</i> | <i>Head Varsity Football Coach</i> |
| 3. Randy McKinney | Head Cross Country Coordinator |
| 4. Nick Flynn | Cross Country Program Coordinator |
| 5. Ally Hoke | Varsity Cheerleading Advisor – Football |
| 6. Ally Hoke | Varsity Cheerleading Advisor – Basketball |

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V.J.1.,3.,4.,5.,6.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-242

Motion by Mr. Shepherd, seconded by Mr. Cooper to approve agenda Item V.J.2.

Cooper Y Parks Y Renner N Shepherd Y Noble Y.

Discussion

President declared motion PASSED (4-1).

#1415-243

K. 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, 2014 and requests that the Board authorize the Treasurer to send notices of non-renewal to each.

- | | |
|----------------------|---|
| 1. Lori Lowman | Cross Country Program Assistant Class VI |
| 2. Mark Silvers | Cross Country Head Program Assistant Coordinator |
| 3. Nan Silvers | Cross Country Program Assistant VII |
| 4. Corey Mowen | Cross Country Program Assistant VII |
| 5. Don Houser | High School Assistant Football Coach |
| 6. Chad Lee | High School Assistant Football Coach |
| 7. Todd Perry | High School Assistant Football Coach |
| 8. Robbie Sams | High School Assistant Football Coach |
| 9. Shelby Turner | Reserve Cheerleading Advisor – Football |
| 10. Nichole Heiser | 7 th & 8 th Grade Cheerleading Advisor – Football |
| 11. Dick Wells | Varsity Golf Coach ½ stipend |
| 12. Randy Titkemeyer | Varsity Golf Coach ½ stipend |
| 13. Tim Appledorn | Reserve Golf Coach |
| 14. Michael Bacher | Varsity Girls Soccer Coach |
| 15. Mike Paulus | Reserve Girls Soccer Coach |
| 16. John Hitchcock | Varsity Girls Tennis Coach |
| 17. Parker Fields | Varsity Volleyball Coach |
| 18. Gerald Cornett | Reserve Volleyball Coach |
| 19. Denny Shepherd | Varsity Boys Basketball Coach |
| 20. Randy McKinney | Reserve Boys Basketball Coach |
| 21. Clayton Genth | Freshman Boys Basketball Coach |
| 22. David Honhart | Varsity Girls Basketball Coach |
| 23. Maggie Neanen | Reserve Girls Basketball Coach |

24. Nathan Hans	8 th Grade Girls Basketball Coach
25. Randy Titkemeyer	7 th Grade Girls Basketball Coach
26. Nichole Heiser	7 th & 8 th Grade Cheerleading Advisor – Basketball
27. David Montgomery	Varsity Swimming Coach
28. Mark Silvers	Varsity Wrestling Coach
29. Jason Bleil	High School Assistant Wrestling Coach
30. Wes Monebrake	Middle School Wrestling Coach
31. Josh Welch	Middle School Wrestling Coach
32. Keltavious Jones	Varsity Baseball Coach
33. Darren Weathington	Reserve Baseball Coach
34. Maggie Neanen	Varsity Softball Coach
35. Amanda Spitler	Reserve Softball Coach
36. John Hitchcock	Varsity Boys Tennis Coach
37. Mark Silvers	Program Assistant Track & Field

Motion by Mr. Renner, seconded by Mr. Cooper, to approve agenda Item V.K.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-244

L. Authorize Treasurer to Place a Public Notice in the Register Herald

Motion by Mr. Renner, seconded by Mr. Shepherd as follows:

To authorize and direct the Treasurer to place a notice in the Register Herald, Eaton, Ohio, no later than the April 22, 2015 edition, which reads substantially as follows:

Public Notice

The Eaton Community School District Board of Education hereby gives public notice in accordance with Sections 3307.353 and 3309.345 of the Ohio Revised Code that:
Rodger Clark, who is currently employed by the Board of Education as Director of Technology, will be retired and seeking re-employment with the Eaton Community School District in the same position following his service retirement.

Cindy Neanen, who is currently employed by the Board of Education as Director of Education, will be retired and seeking re-employment with the Eaton Community School District in the same position following her service retirement.

Ron Neanen, who is currently employed by the Board of Education as High School Guidance Counselor, will be retired and seeking re-employment with the Eaton Community School District in the same position following his service retirement.

The Board of Education will hold a public meeting on the issue of re-employing the above-named persons at a meeting to be held on June 8, 2015 at 6:00 p.m. at Hollingsworth East Elementary School located at 506 North Aukerman Street, Eaton, Ohio.

Motion by Mr. Renner, seconded by Mr. Shepherd, to approve agenda Item V.L.

Discussion – Lisa noted that a vote to re-employ will be on the June 8, 2015 agenda

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-245

M. Approval of Volunteer

The Administration recommends approval of the following volunteer for the 2014-2015 school year; contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Matt Money, Volunteer Varsity Boys Soccer Coach

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V.M.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-246

N. Post Temporary Positions

The Administration recommends the following temporary positions to be filled as needed.

1. One (1) maintenance helper at the rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of 12 weeks; as needed from May 26, 2015 through August 14, 2015.

2. Four (4) custodian helpers, at the rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of 12 weeks; as needed from May 26, 2015 through August 14, 2015.
3. Two (2) transportation department helpers, at the rate of \$13.75 per hour; not to exceed 40 hours per week for a maximum of 200 hours each; as needed June 4, 2015 through July 1, 2015.

Motion by Mr. Shepherd, seconded by Mr. Parks, to approve agenda Item V.N.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-247

O. Agreement with South Community, Inc.

The Administration recommends approval of the proposal for mental health services with South Community, Inc. (Attachment C).

Motion by Mr. Parks, seconded by Mr. Renner, to approve agenda Item V.O.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-248

P. Agreement with the State of Ohio Department of Natural Resources Division of Wildlife

The Administration recommends approval of the agreement with State of Ohio Department of Natural Resources Division of Wildlife for the National Archery in the Schools Program (Attachment D).

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V.P.

Discussion – Scott Burnett will be in charge of this program.

Cooper Y Parks N Renner Y Shepherd Y Noble Y.

President declares motion PASSED (4-1).

#1415-249

Q. Eaton High School Registration Handbook

The Administration recommends approval of the 2015-2016 registration handbook for Eaton High School. The handbook is on file at the high school and at the Central Administrative Office.

Motion by Mr. Parks, seconded by Mr. Renner, to *TABLE* agenda Item V.Q.

Discussion – Table until April 25th meeting

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-250

R. Section 504 Policies and Procedures

The Administration recommends approval of implementation of Section 504 of the Rehabilitation Act of 1973 during the 2015-2016 school year (Attachment E).

Motion by Mr. Renner, seconded by Mr. Shepherd, to approve agenda Item V.R.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-251

S. Approval of Out-of-State Travel

The Administration recommends approval of the following out-of-state student trips.

1. 8th Grade Washington D.C. Trip, to Washington D.C., May 15-19, 2016.
2. Girls Basketball Team and Coaches to Richmond High School, Richmond, Indiana, June 2, 9, 16, and 23, 2015.
3. Girls Basketball Team and Coaches to Ball State University, Muncie, Indiana, June 11, 2015.
4. Girls Basketball Team and Coaches to Purdue University, West Lafayette, Indiana, June 26-28, 2015.

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V.S.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-252

T. Approval of Summer Camps

The Administration recommends approval of the following summer camps.

1. Girls Basketball Youth Camp, grades 2-8, June 15-18, 2015.
2. Girls Volleyball Youth Camp, grades 3-8, June 8-11, 2015.
3. Youth and Junior Golf Camp, grades 3-12, June 1-5, 2015.
4. High School Volleyball Team, Satellite Volleyball Team Building Camp hosted by Premier Academy, LLC, July 27-29, 2015.

Motion by Mr. Cooper, seconded by Mr. Renner, to approve agenda Item V.T.

Discussion -- None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-253

U. Donations

The Administration recommends acceptance of the following donations.

1. From Drake Heating & Air for the High School's Senior Citizens Lunch.
2. From Kramer & Kramer Inc. for the High School's Senior Citizen's Lunch.
3. From Preble County Town & Country for the High School's Senior Citizen's Lunch.

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V.U.

Discussion – Mrs. Noble stated this is an excellent cause and the community enjoys it. Donations are very much appreciated.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-254

V. Other New Business (Additions & Corrections)

F. Employment Non-Certificated Staff – Substitute Employees

5. Janette Sams, Substitute Custodian

J. Employment – Certificated Staff Athletic Supplemental Contracts

4. Nick Flynn, Cross Country Program Assistant

K. **Supplemental Contract Non-Renewals**

8. Robbie Sams, Middle School Assistant Football Coach

20. Randy McKinney, Reserve Boys Basketball Coach --**REMOVE**

Motion by Mr. Cooper, seconded by Mr. Renner, to approve agenda Item V.V.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-255

W. Executive Session

Dr. Curry and Mrs. Dodson were invited to participate in executive session.

To consider the employment of a public employee or official.

Motion by Mr. Cooper, seconded by Mr. Parks to convene executive session.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-256

President convenes executive session at 9:32 p.m.

President resumes open session at 10:35 p.m.

5. Adjournment

Motion by Mr. Shepherd, seconded by Mr. Parks to adjourn the meeting.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

#1415-257

President adjourns meeting at 10:35 p.m.

DATE _____

PRESIDENT _____ TREASURER _____

Upcoming Board Meetings

Special Meeting

Saturday, April 25, 2015 – 8:00 a.m.
Superintendent's Office

Regular Meeting

Monday, May 11, 2015 – 6:00 p.m.
Hollingsworth East Elementary

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED
BY THE BUDGET COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING THEM TO
LAVON WRIGHT, PREBLE COUNTY AUDITOR**

(CITY, VILLAGE OR RURAL BOARD OF EDUCATION)

REVISED CODE, SEC. 5705.34, -35

*The Board of Education of the EATON COMMUNITY SD, Preble County, Ohio,
met in regular.....session on the....13th....April.... day of 2015.....
(regular or Special)
at the office of ..Hollingsworth Elementary..... with the following members present:*

.....
.....
.....
.....
.....

Mr. moved the adoption of the following resolution:

*WHEREAS, This Board of Education in accordance with the provisions of law has
previously adopted a Tax Budget for the next succeeding fiscal year commencing July 1st,
2015: and,*

*WHEREAS, The Budget Commission of Preble County, Ohio, has certified its
action thereon to this Board together with an estimate by the County Auditor of the rate of each
tax necessary to be levied by this Board, and what part thereof is without, and what part within,
the ten mill tax limitation: therefore, be it*

*RESOLVED, By the Board of Education of the EATON COMMUNITY SD,
Preble County, Ohio, that the amounts and rates, as determined by the Budget Commission in
its certification, be and the same are hereby accepted; and be it further*

*RESOLVED, That there be and is hereby levied on the tax duplicate of said School District
the rate of each tax necessary to be levied within and without the ten mill limitation as follows:*

BOND RETIRE (\$ 6,850,000) Fund: Levy authorized by voters on MAY 4, 2010		
not to exceed 28 years.	1.40	521,200
CLASSROOM FACILITIES Fund: Levy authorized by voters on MAY 4, 2010		
not to exceed 23 years.	.50	141,150

and be it further

RESOLVED, That the Treasurer of this Board is hereby directed to certify a copy
 of this Resolution to the County Auditor of said County.

Mr..... seconded the Resolution and the roll being called
 upon its adoption to the vote resulted as follows:

Mr.....

Mr.....

Mr.....

Mr.....

Mr.....

Adopted the day of2015

.....
 Treasurer of the Board of Education of the
 EATON COMMUNITY SD
 Preble County, Ohio.

BSN SPORTS™
 1200 Glendale-Milford Road
 Cincinnati, OH 45215
 Tel: 513-821-7575 Fax: 513-679-4070
 Visit us at www.bsnsports.com

Contact Your Rep

Paul Niemeyer Email: pnemeyer@bsnsports.com | Phone: 513-205-5420-105

Sold to
 1023581
 Eaton High School
 600 Hillcrest Road
 EATON OH 45320
 USA

Ship To
 1023581
 Eaton High School
 ERIC SILVERMAN
 600 Hillcrest Road
 EATON OH 45320
 USA

Payer
 1023581
 Eaton High School
 600 Hillcrest Road
 EATON OH 45320
 USA

Order Summary

Cart #: 1619447
 Purchase Order #: HOLD FOR PO 04/10/2015
 Cart Name: ERIC FIELD EQUIP SOFTBALL
 Order Date: 03/28/2015
 Estimated Delivery: 04/03/2015
 Payment Terms: NT30
 Ship Via: ABF
 Ordered By: ERIC SILVERMAN

Item Description	Qty	Unit Price	Total
12' X 12' RAIN TARP Item # - NSPHG	4 EA	\$ 309.99	\$ 1,239.96
SOFTBALL FIELD COVER 120' X 120' Item # - 1150117	1 EA	\$ 3,349.99	\$ 3,349.99
JS FIELD TARP STORAGE ROLLER - 20' Item # - 1158939	1 EA	\$ 789.99	\$ 789.99
I-WHEEL HVY DUTY 50LB DRY LINE MARKER Item # - BBHDDM50	1 EA	\$ 279.99	\$ 279.99
STRING WINDER CADDY STYLE Item # - K10132	1 EA	\$ 39.99	\$ 39.99
I'WX3'L RIGID DRAGMAT Item # - DMATR4X3	1 EA	\$ 187.99	\$ 187.99
COCOA DRAG MAT - 4 X 2 Item # - 1091540	1 EA	\$ 178.99	\$ 178.99
NFIELD TAMP Item # - BBTAMPBM	1 EA	\$ 72.99	\$ 72.99
LOP HOE EDGER Item # - 1184716	1 EA	\$ 32.99	\$ 32.99
ALUMINUM MAINTENANCE RAKE - 36" Item # - 1196245	3 EA	\$ 53.99	\$ 161.97
ADJ BATTERS BOX TEMPLATE Item # - 1091524	1 EA	\$ 239.99	\$ 239.99
MAC ANCHOR CLEAN OUT TOOL Item # - BBDIGOUT	1 EA	\$ 8.99	\$ 8.99

Subtotal: \$6,583.83
 Other: \$0.00
 Freight: \$396.20
 Sales Tax: \$0.00
 Order Total: \$6,980.03
 Payment/Credit Applied: \$0.00
 Order Total: \$6,980.03

*Athletic
 Transfer New Equip
 \$12,506.06*



1200 Glendale-Milford Road
Cincinnati, OH 45215
Tel: 513-821-7575 Fax: 513-879-4070
Visit us at www.bsnsports.com

Contact Your Rep
Paul Niemeyer Email: pn Niemeyer@bsnsports.com | Phone: 513-205-5420-105

Sold to
1023581
Eaton High School
600 Hillcrest Road
EATON OH 45320
USA

Ship To
1023581
Eaton High School
ERIC SILVERMAN
600 Hillcrest Road
EATON OH 45320
USA

Payer
1023581
Eaton High School
600 Hillcrest Road
EATON OH 45320
USA

Order Summary

Cart #: 1618248
Purchase Order #: HOLD FOR PO 04/10/2015
Cart Name: ERIC FIELD EQUIP BASEBALL
Order Date: 03/27/2015
Estimated Delivery: 04/03/2015
Payment Terms: NT30
Ship Via: ABF
Ordered By: ERIC SILVERMAN

Item Description	Qty	Unit Price	Total
18' X 18' RAIN TARP Item # - NSPHG	4 EA	\$ 659.99	\$ 2,639.96
18oz Wind Weighted Field Tarp - 10'x10 S Item # - K35571	3 EA	\$ 239.99	\$ 719.97
18OZ WIND WEIGHTED FIELD TARP - 18' Item # - K35567	1 EA	\$ 578.99	\$ 578.99
18OZ WIND WEIGHTED FIELD TARP - 26' Item # - K35569	1 EA	\$ 879.99	\$ 879.99
LOOP HOE EDGER Item # - 1184716	1 EA	\$ 32.99	\$ 32.99
MAC ANCHOR CLEAN OUT TOOL Item # - BBDIGOUT	1 EA	\$ 8.99	\$ 8.99
Duo Broom 24" Item # - K10749	2 EA	\$ 48.99	\$ 97.98
COCOA FINISHING MOP Item # - 1091526	1 EA	\$ 169.99	\$ 169.99
ALUMINUM MAINTENANCE RAKE - 36" Item # - 1196245	3 EA	\$ 53.99	\$ 161.97

Subtotal:	\$5,290.83
Other:	\$0.00
Freight:	\$235.20
Sales Tax:	\$0.00
Order Total:	\$5,526.03
Payment/Credit Applied:	\$0.00
Order Total:	\$5,526.03

Proposal for Eaton Community Schools
Mental Health Services
2014-2015 School Year

Need: Eaton Community Schools has identified varied mental health needs of students within the district and have indicated a need of a full-time Master's Degreed Licensed therapist from South Community Inc to provide mental health services to students identified as benefitting from these services.

Proposal: South Community Inc proposes to bill Medicaid for those youth Medicaid eligible and services deemed appropriate for their care and Eaton Community Schools will provide compensation to support those youth who are not Medicaid eligible and/or only need brief intervention.

The Contract encompasses the following:

Staff:

- Master's Degreed
- Licensed in the State of Ohio with LSW or PC, LISW or PCC
- Knowledge of and experience in mental health, diagnosis, and treatment
- Individual and Group Counseling experience

Services:

- Diagnostic Assessment as indicated
- Individual counseling
- Group counseling
- Crisis Intervention
- Consultation
- Observation as needed

Cost Breakdown: Contracts are figured on 42 weeks matching the teacher schedule as well as includes scheduled breaks

Average hours of 12/week

Rate: \$45.00

Weeks: 42

Cost: \$22,680

Cost Narrative: The hourly rate includes:

- Salary/benefits of staff
- Clinical supervision provided by South Community Inc,
- Sharing risk and liability
- Collaboration as well as access to the larger continuum of service as clinical need and financial eligibility permits.

Subsidy Agreement
Between
Eaton Community Schools
Eaton High School
And
State of Ohio
Department of Natural Resources
Division of Wildlife

This Agreement is made and entered into this 13th day of April 2015 by and between the Eaton Community Schools, Eaton High School, 600 Hillcrest Dr. Eaton, Ohio 45320 hereafter referred to as the “Cooperator” and the State of Ohio, Department of Natural Resources, Division of Wildlife, 2045 Morse Road, Building G, Columbus, Ohio 43229-6693, hereafter referred to as the “Division”. This Agreement is hereby entered into under the authority of Sections 1533.15 and 1533.28 of the Ohio Revised Code.

WITNESSETH;

WHEREAS, the Cooperator and the Division both have an interest in providing archery shooting sports education programs to cooperators through the National Archery in the Schools Program (NASP) training, and

WHEREAS, the Cooperator has certified NASP Basic Archery Instructors to conduct beginning archery training courses for their students as a part of their archery training curriculum, and

WHEREAS, the Division receives federal Wildlife Restoration funds to support firearms safety, recreational shooting and hunter education programs, and

WHEREAS, the Cooperator is capable of conducting and providing archery training curriculum to all of the students in their archery education program, and

WHEREAS, the Cooperator is willing to serve as a resource, reference and possible training location for future archery events and trainings involving area cooperators and teachers, and

WHEREAS, the results of the NASP program introduces thousands of children annually to shooting sports through archery as a part of their physical education curriculum, increases knowledge and awareness of recreational shooting, and grows participant numbers

NOW THEREFORE, in consideration of the mutual advantages resulting from such cooperation and the respective obligations assumed hereunder, it is mutually agreed as follows:

THE COOPERATOR SHALL:

1. Undertake the work and activities set forth in Exhibit A, "NASP Grant Application", which is attached hereto, made a part hereof, and incorporated by reference as if fully rewritten herein. Successful fulfillment of this Agreement shall be measured by the publication and report of the results following completion of the work and activities set forth in Exhibit A.
2. Provide a 25% cash match of the total project costs as reported in Exhibit B, "Budget Worksheet".
3. Provide certified instructors, volunteer instructors, and assistants to supervise the archery in the Cooperator's training programs.
4. Agree to teach archery in accordance with the established program and guidelines.
5. Utilize the funding provided through this Subsidy Agreement for the sole purpose of purchasing materials as defined in exhibit 1 of this agreement.
6. Provide a program report for the Division of Wildlife that includes total number of students that participated (age, grade level and gender), total hours of instruction, names of those that instructed and assisted with the instruction of the program, and a short summary of the students' and instructors' feedback regarding the course.
7. Promote the Division as a cosponsor of the Cooperator's archery instruction. Recognition shall also be given to the U.S. Fish and Wildlife Service and the Wildlife Restoration Program in news releases and publications issued by the Cooperator for the archery instruction student trainings.
8. Provide a drug and alcohol free environment for the participants throughout all training events.
9. Maintain a complete accounting of all instructor hours, donations, volunteer time, services and goods obtained towards the completion of the Cooperator's archery student training.
10. Report volunteer time and other contributions that will be used by the Division for in-kind matching funds to the Division no later than June 15 each year of the Agreement.
11. Maintain complete and accurate records of all expenditures of Agreement monies. These records will be made available to the Division and the U.S. Fish and Wildlife Service upon request.

THE DIVISION SHALL:

1. Provide funding in the amount of 2500.00 for the purchase of equipment and materials described in Exhibit A (Program Description). All unexpended funds shall be returned to the Division at the end of the contract period.
2. Provide technical assistance needed to assure understanding of Ohio's NASP archery training and shooting sports objectives.

IT IS MUTUALLY AGREED AND UNDERSTOOD That:

1. The terms of this Agreement are subject to revision by mutual, written, consent by both parties and further provided that, prior to the completion of this Agreement, either party hereto shall have the option and privilege of terminating this Agreement by giving a 30 day written notice of intention to terminate to the other party. If the Agreement is terminated at the request of the Cooperator, a full refund shall be required within 30 days. If the Agreement is terminated by the Division, the Cooperator shall reimburse the Division for all cancelable commitments and return any unexpended funds.
2. The Cooperator shall be responsible for any and all claims and liability for personal injury, including death, or property damage resulting from negligent or intentional acts or

omissions of the Cooperator, its' employees and volunteers, while conducting the work performed under this Agreement.

3. Obligations of the State are subject to the provisions of the Ohio Revised Code Section 126.07.
4. This Agreement shall be in effect until June 30, 2015.
5. Work under this Agreement shall not commence until the Cooperator has been officially notified by the Division to proceed. Any services or materials supplied by the Cooperator prior to such notification shall not give rise to any legal obligation upon the Division.
6. The Cooperator shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The Cooperator further agrees to comply with all other pertinent provisions contained in Ohio Revised Code Section 125.111. In the event of the Cooperator's noncompliance with the non-discrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the Cooperator may be ineligible for further State contracts, and such other sanction may be imposed and other remedies instituted as otherwise provided by law.
7. The Agreement is not part of any other Agreement between the Cooperator and the Ohio Department of Natural Resources and/or Division.
8. This subsidy program of the Ohio Division of Wildlife receives federal financial assistance in Wildlife Restoration and/or Sportfish Restoration under Title VI of the 1964 Civil Rights Act, Section 504 of the Rehabilitation Act of 1975 and the Title IX of the Education Amendments of 1972. The United States Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, sex, disability, or religious belief. Discrimination complaints or requests for further information will be directed to the Office of Human Resources, U.S. Fish and Wildlife Service, Department of the Interior, Washington, D.C. 20240; and/or the Ohio Department of Natural Resources, EEO/Contract Compliance, 2045 Morse Road., Building G, Columbus, Ohio 43229.
9. The Cooperator agrees to comply with all applicable state and federal drug-free workplace laws. The Cooperator shall make a good faith effort to ensure that all program participants will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while under the Cooperator's supervision during its training programs. The Cooperator further agrees to provide smoke-free classrooms for all participants.
10. The Cooperator affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Cooperator agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
11. The Cooperator, by signature on this document, certifies that it (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Section 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Cooperator understands that failure to comply with Ohio's ethics and conflict of interest laws, in itself, grounds for termination of this Agreement and may result of the loss of other contracts or grants with the State of Ohio.

12. The Cooperator affirms to have read and understands Executive Order 2011-12K, issued by Ohio Governor John Kasich, and have signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order is available at the following website:

<http://governor.ohio.gov/LinkClick.aspx?fileticket=pX2EtWaJDGE%3d&tabid=69>

The Cooperator also affirms, understands, and agrees to immediately notify the Division of any change or shift in the location(s) of services performed by the Cooperator or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

A. Termination, Sanction, Damages

If the Cooperator or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The Division is not obligated to pay and shall not pay for such services. If Cooperator or any of its subcontractors perform any such services, Cooperator shall immediately return to the Division all funds paid for those services. The Division may also recover from the Cooperator all costs associated with any corrective action the Division may undertake, including but not limited to an audit or a risk analysis, as a result of the Cooperator performing services outside the United States.

The Division may, at any time after the breach, terminate the Agreement, upon written notice to the Cooperator. The Division may recover all accounting, administrative, legal and other expenses reasonably necessary for all preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the Division determines that actual and direct damages are uncertain or difficult to ascertain, the Division in its sole discretion may recover a payment of liquidated damages in the amount of 100% of the value of the Agreement.

The Division, in its sole discretion, may provide written notice to Cooperator of a breach and permit the Cooperator to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the Division may buy substitute services from a third party and recover from the Cooperator any costs associated with acquiring those substitute services.

Notwithstanding the Division permitting a period of time to cure the breach or the Cooperator's cure of the breach, the Division does not waive any of its rights and remedies provided the Division in this Agreement, including but not limited to recovery of funds paid for services the Cooperator performed outside of the United States, costs associated with the corrective action, or liquidated damages.

B. Assignment/Delegation

The Cooperator will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without written prior consent of the State. Any assignment or delegation not consented to may be deemed void by the Division.

13. Compliance with Laws:

The Cooperator agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Cooperator and its employees are not employees of the State with regard to the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, and state revenue and tax laws. Provider accepts full responsibility for payment of

any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Cooperator in the performance of the work authorized by this Agreement, including without limitation, Unemployment Compensation, Workers' Compensation, and all health care, income tax, Social Security, and Medicare deductions. The State is exempt from federal, state, and local taxes and shall not be liable for any taxes under this Agreement.

The laws of the state of Ohio shall govern this agreement and any claims arising in any way out of this Agreement. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect, but such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder shall be brought only in the courts of Franklin County, Ohio, and Cooperator hereby irrevocably consents to such jurisdiction.

14. Worker's Compensation:

The Cooperator certifies that neither it nor its employees are public employees of the Division under federal and state law for tax, retirement deduction, and Workers' Compensation purposes and that the Cooperator carries Workers' Compensation coverage.

The parties hereto agree that the Cooperator and any agents and employees of the Cooperator, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State. Nothing in this Agreement shall be construed so as to create a partnership, joint venture, or other relationship between the parties.

15. The Cooperator agrees and represents that all persons involved in the performance of work under this Agreement are properly qualified, trained and competent, and possess the required licenses, permits, certifications and registrations necessary to lawfully provide the services. The Division shall not be required to provide any training to the Cooperator to enable it to perform work required hereunder.

The Cooperator affirms that it has all of the approvals, certifications, licenses or other qualifications to conduct business in Ohio and all are current. If for any reason Cooperator becomes disqualified from conducting business in Ohio during the term of this Agreement, Cooperator shall both immediately notify the Division in writing and cease performance of work.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This Agreement may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

IN TESTIMONY WHEREOF, this Agreement and all duplicate copies are effective upon execution by all intended parties.

The undersigned have the authority to sign this Agreement and do so in their respective capacities:

COOPERATING PARTY

Eaton Community Schools

Eaton High School

600 Hillcrest Dr. Eaton, Ohio 45320

Priscilla Dodson, Treasurer Date

31-0682544

Federal Tax ID Number

DIVISION

State of Ohio

Department of Natural Resources

Division of Wildlife

2045 Morse Road, Building G

Columbus, Ohio 43229-6693

Scott Zody, Chief Date

Division of Wildlife

As Designee For:

James Zehringer, Director

SECTION 504
Of the
Rehabilitation Act of 1973

Manual for Identifying and Serving Eligible Students:
Policies and Guidelines

PREBLE COUNTY SCHOOLS

Eaton Community Schools
National Trail Local Schools
Preble County ESC
Preble Shawnee Local Schools
Tri-County North Local Schools
Twin Valley Community Local Schools

Revised March 2014

Special acknowledgement goes to Huber Heights School District and Mad River Local School District for the previous work of their district teams much of which was used in the creation of this manual.

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INTRODUCTION

Section 504 of the Rehabilitation Act of 1973 (commonly referred to as "Section 504") prohibits discrimination against students on the basis of disability.

This Manual contains information, guidelines, policies, procedures, and forms to achieve compliance with Section 504 with respect to the education of the District's students, in a manner consistent with the District's non-discrimination policies.

The District expects its employees to be knowledgeable about its Section 504 procedures. If you have Section 504 questions concerning either current or prospective students, please contact the District's Section 504 Coordinator:

Mrs. Cindy Neanen, Director of Education
307 North Cherry St., Eaton, OH 45320
937-456-1107

Although Section 504 also applies to employment and facility access by individuals with disabilities, this Manual only addresses student issues under Section 504.

OVERVIEW

Section 504 is a federal law which prohibits discrimination against persons with disabilities. The law provides:

No otherwise qualified individual with a disability. . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. . . .

29 USC § 794

One of the principal purposes of Section 504 is to ensure that students with disabilities are not denied access to educational facilities, programs, and opportunities on the basis of their disability.

For a student to have a disability which may be protected under this law, he or she must: **(1) have a mental or physical impairment, (2) which substantially limits, (3) one or more major life activities.** For a student to be considered an "eligible student" under Section 504, all three criteria must be fulfilled.

Under Section 504, schools that receive federal funds may not discriminate against eligible students with disabilities. Section 504 also protects students who have

a record of a disability, and students who are regarded as having a disability. Discrimination against students in either category is prohibited under Section 504.

Section 504 requires the District to provide a free appropriate public education ("FAPE") to each eligible student who has a physical or mental impairment which substantially limits a major life activity. Under Section 504, FAPE consists of the provision of regular or special education and related aids and services designed to meet the student's individual educational needs as adequately as the needs of non-disabled students are met and in accordance with Section 504 requirements pertaining to educational setting, evaluation, placement, and procedural safeguards. The FAPE obligation extends to all students described in this paragraph, regardless of the nature or severity of their disability.

POLICY STATEMENT

The District shall not discriminate against any student having a disability, a record of having had a disability, or who is otherwise regarded as having a disability. The District shall also, as required by law, attempt to locate and identify each student within the District's jurisdiction who may be an eligible student under Section 504. The District shall evaluate each student identified under Section 504 and provide each eligible student with a FAPE as defined by law.

The District also shall not discriminate against persons based upon any other legally-protected characteristic. Other District publications and policy documents should be consulted to obtain details of those prohibitions, and the means by which an internal complaint or grievance concerning any type of discrimination may be filed.

DEFINITIONS

"Free Appropriate Public Education" ("FAPE")

A "free appropriate public education" is the provision of regular or special education and related aids and services that are designed to meet the individual educational needs of students with a disability as adequately as the needs of non-disabled students are met and is based on adherence to procedures that satisfy Section 504 requirements pertaining to educational setting, evaluation, placement, and procedural safeguards.

"Individual with a Disability"

An "individual with a disability" is a person who:

1. Has a physical or mental impairment which substantially limits one or more of such person's major life activities;

2. Has a record of such an impairment; or
3. Is regarded as having such an impairment.

“Physical or Mental Impairment”

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive, digestive, genito-urinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as a cognitive impairment, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

The Section 504 regulation does not provide an exhaustive list of specific diseases or conditions that may constitute a physical or mental impairment because of the difficulty of developing a comprehensive list of possible diseases and conditions.

"Substantially Limits"

A student who has a physical or mental impairment that substantially limits a major life activity is considered a student with a "disability" under Section 504. This determination is made on a case-by-case basis. Neither Section 504 nor its implementing regulations define the term "substantially limits" but the term is not necessarily synonymous with "unable to perform" or "significantly restricted in" a major life activity.

Except for ordinary eye glasses or contact lenses, the ameliorative effects of mitigating measures may not be considered when assessing whether a student has an impairment that substantially limits a major life activity. "Mitigating measures" include, but are not limited to: medication; medical supplies, equipment or appliances; low-vision devices (devices that magnify, enhance, or otherwise augment a visual image); prosthetics(including limbs and devices); hearing aids and cochlear implants or other implantable hearing devices; mobility devices; oxygen therapy equipment and supplies; use of assistive technology; reasonable accommodations or auxiliary aids or services; and learned behavioral or adaptive neurological modifications.

A temporary impairment does not constitute a disability for purposes of Section 504 unless it is of such severity that it results in a substantial limitation of one or more major life activities for an extended period of time. This determination is to be made on a case-by-case basis.

If a student has an impairment that is episodic or in remission, the District must consider whether the impairment, *when active*, would substantially limit a major life activity. If it would, then the student meets the definition of a student with a disability.

"Major Life Activities"

To be eligible under Section 504, a student's physical or mental impairment must interfere with one or more "major life activities." A "major life activity" includes, but is not limited to functions such as:

- Caring for oneself
- Performing manual tasks
- Walking
- Seeing
- Hearing
- Speaking
- Breathing
- Learning
- Working
- Eating
- Sleeping
- Standing
- Lifting
- Bending
- Reading
- Concentrating
- Thinking
- Communicating
- Operation of major bodily functions
(including but not limited to functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions)

This list is not exhaustive. An activity or function not found on the list may nonetheless be a major life activity. A student is protected from all forms of discrimination and is eligible under Section 504 if the student has an impairment that substantially limits one or more major life activities, including, but not limited to, learning.

"Record of Impairment" and "Regarded as Having an Impairment"

Section 504 also protects students from discrimination who have a record of an impairment or who are regarded as impaired. A student is "regarded as" having an impairment if the District perceives the student as impaired. The District shall not treat students differently based upon a record that shows that the student was disabled in the past, or based upon an assumption or perception of disability. The District is not required to develop a Section 504 plan for a student who either has a record of an impairment or who is regarded as having an impairment, but who is not otherwise currently eligible under Section 504.

"Current Users of Illegal Drugs"

A student who is currently engaging in the illegal use of drugs is not eligible for services or protection under Section 504 when the District takes disciplinary action on the basis of such drug use even if the student is otherwise a student with a disability. A student who is a former drug user or who is participating in a drug rehabilitation program, however, may be

eligible for Section 504 services and protection if the student otherwise meets the definition of an "individual with a disability" as described above.

CHILD FIND

Every year, the District shall attempt to identify and locate every student residing in the District who may be a student with a disability under Section 504, regardless of whether he or she is receiving a public education. The District shall notify parents of those students of the District's Section 504 obligations.

The District may satisfy the notification obligation by advertising, by posting notices in places likely to be visited by qualified students with disabilities and their parents, by including notices in District publications and on its web site, and by directly contacting parents of those students who the District believes to be eligible.

The District must also ensure that the information in its Section 504 notices is written in a manner that is easily understandable to a parent. The notice should also contain the name and contact information for the District's Section 504 coordinator.

PRE-REFERRAL ASSISTANCE

Pre-referral assistance is an important first step in serving students experiencing difficulties in school. Teachers may vary instructional and behavioral methodologies and expectations, and, by so doing meet students' educational and behavioral needs; and thereby strengthen the general education program and reduce unnecessary Section 504 and IDEA formal referrals.

Pre-referral assistance, including strategies such as response-to-intervention ("RTI"), is **not** intended to impede or be a substitute for necessary referrals for consideration of eligibility under the Individuals with Disabilities Education Act ("IDEA") or Section 504. If, at any time, a teacher, counselor, administrator, or other professional staff member has reason to believe that the student's difficulties may be attributable to a disability, the student should be referred for an evaluation. If a parent/guardian at any time requests an evaluation, the District must either honor that request or notify the parent/guardian of his/her due process rights under the IDEA, or Section 504, as applicable.

PARENT RIGHTS

Section 504 guarantees certain rights to parents of students with disabilities. A Section 504 Notice of Procedural Safeguards has been developed for distribution to parents.

SECTION 504: THE PROCESS

This section of the Manual addresses important steps in the Section 504 process including: referral, evaluation, eligibility determination, development of the Section 504 Plan, review, and reevaluation.

A. Referral

A student who, because of a suspected disability, is believed to need services under Section 504 is typically referred for a Section 504 evaluation by a parent, guardian, teacher, other certified school employee, the student if 18 years of age or older, or other concerned adult individual. Upon the receipt of a referral:

- The referral should be reduced to writing.
- The parent should be provided written notice of the referral, and be asked to provide written consent to a Section 504 evaluation.
- The parent should be provided with a copy of "Section 504 Notice of Procedural Safeguards" with notice of the referral.

Once the District has received parent consent to evaluate, the District may begin the evaluation process. If a parent refuses to consent to an initial evaluation, the District may, but is not required to, use due process hearing procedures to seek to override the parent's refusal to consent to the evaluation. Additionally, if a parent refuses to consent to an evaluation that is necessary for a determination of eligibility, the 504 Team may determine that the student is not eligible under Section 504.

B. Evaluation

The evaluation is the starting point for determining whether a student is an eligible student under Section 504. The District is required to conduct an evaluation before providing Section 504 services. The nature and extent of the information needed to make a Section 504 eligibility decision is determined on case-by-case basis by a group of persons knowledgeable about the student, the meaning of evaluation data, and the placement options, *i.e.*, the Section 504 team. Information obtained through the evaluation process must be documented and all significant factors must be considered. The District may, but is not required to, use the same evaluation process used to evaluate students under the IDEA. The evaluation must draw upon information from a variety of sources and may include:

- School records review
- Observations of the student
- Standardized tests or other assessments by school staff
- Parent/Student/Teacher interviews

- Behavior rating scales or other checklists
- Pertinent medical information
- Information provided by the parent
- Other relevant information

Where formal testing is determined to be necessary, the evaluation procedures must ensure that:

1. Tests and other evaluation materials have been validated for the specific purpose for which they are used and are administered by trained personnel in conformance with the instructions provided by their producer.
2. Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient.
3. Tests are selected and administered so as best to ensure that when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except when those skills are the facets that the tests purport to measure).

A medical diagnosis of a physical or mental impairment does not, in and of itself, determine Section 504 eligibility. As mentioned above, Section 504 requires the District to draw upon information from a variety of sources in making its eligibility determination. A medical diagnosis is only one source of information. Additionally, the District may request, but cannot require a parent to provide a medical statement or authorize the release of the student's medical information as part of the evaluation process. If the District determines, based on the facts and circumstances of the individual case, that a medical assessment is necessary for an appropriate evaluation, the District must ensure that the child receives this assessment at no cost to the parents. If alternative assessment methods meet the evaluation criteria, those methods may be used in lieu of a medical assessment. If a parent refuses to consent to a medical assessment and alternate assessment methods are not available, the 504 Team must proceed to make an eligibility determination based on the information it has on hand.

Absent extenuating circumstances, the District's evaluation and the development of a Section 504 Plan, if necessary, should be completed no later than 30 school days following the District's receipt of the parent's consent to evaluate. If an extension of time is required, the parent must be notified in writing of the extension, the reason for the extension, and the expected date of completion of the process.

C. Eligibility Determination

The eligibility determination must be made by a group of persons knowledgeable about the student, the meaning of evaluation data, and placement options and must be documented in writing. The parent of the student should be given a meaningful opportunity to provide input into identification, evaluation, and placement decisions for his/her child. Therefore, the parent should typically be included in this process.

D. Section 504 Plan

Where a student is found to be eligible under Section 504, the need for a Section 504 Plan must be determined. The Section 504 Team, which should include the parent, will be responsible for determining the services that are needed to provide the student a FAPE. The Plan should specify how services will be provided and by whom.

The Section 504 Plan shall be signed by the Section 504 Coordinator/Designee, indicating the District's intent to implement the plan. A copy of the Plan, along with the Section 504 Notice of Procedural Safeguards, must be provided to the parent.

If a Section 504 Plan is developed for a student, all school personnel with implementation responsibilities should be informed of the existence and particulars of the Plan. Failure to implement the Section 504 Plan can result in non-compliance with Section 504.

E. Review of Section 504 Plan

The teacher or other person(s) designated by the Section 504 Team shall monitor the student's progress and the effectiveness of the student's Plan. The teacher or other designated person will contact the parent (in person or by phone) at least annually to discuss whether the Section 504 Plan continues to be appropriate or whether any changes are necessary. If changes are to be considered, the Section 504 Team must be convened.

In addition, the Section 504 Team should be convened and the student's Section 504 Plan updated whenever the student's situation warrants a review (*e.g., during* natural transition periods, when a teacher or parent raises concerns, or when the student's performance changes).

F. Reevaluation

A reevaluation should be completed at least once every 3 years to redetermine eligibility under Section 504 and before any significant change in the student's placement.

SUSPENSION AND EXPULSION OF SECTION 504 STUDENTS

Students who are eligible under Section 504 have certain additional protections when charged with a violation of the Code of Student Conduct which may result in a suspension or expulsion that constitutes a significant change in placement. Similar to suspension or expulsion of a student with a disability under the IDEA, it is necessary to conduct a manifestation determination for a Section 504 student when:

- The suspension or expulsion will be for more than 10 consecutive school days; or
- The student has been subjected to a series of suspensions that total more than 10 school days in a school year and a pattern of exclusion exists. Whether a series of suspensions creates a pattern of exclusion is determined on a case-by-case basis taking into account the following factors: the length of each suspension, the proximity of the suspensions to one another, the similarity of the behavior that resulted in the removals and the total amount of time the student is excluded from school.

If either of the situations above applies, then the District is required to conduct a manifestation determination before any significant change in student's placement may occur. The manifestation determination should be conducted within 10 school days of the decision to change the student's placement. The parent must be invited to participate in the meeting and provided a copy of the Section 504 Notice of Procedural Safeguards. The purpose of the manifestation determination is to review whether the student's misconduct was caused by, or had a direct and substantial relationship to the student's disability; or whether the conduct was a direct result of the District's failure to implement the student's Section 504 plan.

This determination should be made by a group of persons knowledgeable about the student, the meaning of evaluation data, placement options, the student's Section 504 Plan, and the disciplinary incident. In making its determination, the Section 504 Team must review all relevant information in the student's file, the student's Section 504 plan, any teacher observations of the student, and relevant information provided by the parent.

If the Section 504 Team concludes that the student's conduct is a manifestation of the student's disability, the student must remain in (or be returned to) his/her current educational placement unless the parent and the District agree to change the student's placement. If the 504 Team concludes that the student's conduct is not a manifestation of the student's disability, the District may apply the relevant disciplinary procedures applicable to all students. Unlike the IDEA, there is no requirement to provide a student whose conduct is not a manifestation of the student's disability educational services during a disciplinary change in placement unless services are provided to similarly-situated non-disabled students.

Please note that Section 504 allows a student to be disciplined, without going through the manifestation determination review process, when the infraction results from the student's current illegal use of drugs or alcohol in violation of the Code of Student Conduct.

In the case of a Section 504 student who carries or possesses a weapon to or at school, on school premises, or to or at a school function, the District may place the student in an interim alternative educational setting for up to 45 school days if a student without a disability would be similarly disciplined. The Section 504 team must meet to develop the interim alternate educational setting after evaluating the student as described above in this Manual. The interim alternate educational setting must be educationally appropriate and the services provided must enable the student to continue to progress in the general curriculum. The interim alternate educational setting must also address the behavior prompting the disciplinary action.

IMPARTIAL DUE PROCESS HEARING

A parent who disagrees with the identification, evaluation, placement, or the provision of a free appropriate public education of a student with a disability under Section 504 has the right to request an impartial due process hearing. Request for a Section 504 due process hearing must be made in writing to the District's Section 504 Coordinator. Upon receipt of such a request, the necessary arrangements will be made by the District, including the selection of a hearing officer. A person who is an employee of the District, or any person having a personal or professional interest which would conflict with his/her objectivity in the hearing, may not be appointed as a hearing officer.

Any party to a hearing has the right to:

1. Be accompanied and advised by counsel or an individual with special knowledge or training about the problems of children with disabilities;
2. Present evidence and cross-examine witnesses;
3. Obtain a written or electronic verbatim record of the hearing or obtain alternate forms of the verbatim record to be provided in the parent's native language;
4. Obtain written or electronic findings of fact and decisions; and
5. Seek judicial review of a hearing officer decision.

The District will adhere to the following timeframes if a due process hearing is requested:

1. A hearing will be scheduled not more than 30 calendar days following receipt of the parent's written request.
2. The hearing officer will, not later than 30 calendar days after the hearing, draft a written decision (with specific findings of fact) and send a copy of the decision to each party and/or their attorneys/representatives

3. In the absence of an appeal, the District will implement the decision of the hearing officer 15 calendar days of the District's receipt of the decision.

GRIEVANCE PROCEDURE

Any person who believes they have been discriminated against by the District on the basis of disability or who believes the District otherwise violated Section 504 and/or Title II of the Americans with Disabilities Act of 1990 has the right to file a complaint through the District's grievance procedure. A person who wishes to file a complaint should contact:

Mrs. Cindy Neanen, Director of Education
307 North Cherry St., Eaton, OH 45320
937-456-1107

A person may file a complaint with the Office for Civil Rights (OCR) if he/she does not wish to use the District's grievance procedure. A person who wishes to file a complaint with OCR should contact:

Office for Civil Rights
U.S. Department of Education
600 Superior Avenue East, Suite 750
Cleveland, OH 44114-2611
FAX: (216) 522-2573; TDD: (877) 521-2172
Telephone: (216) 522-4970
E-mail: OCR.Cleveland@ed.gov

A discrimination complaint may be filed with OCR at any time. Additionally, if a person is dissatisfied with the District's resolution of a complaint, that complaint may be filed with OCR at the address above within 60 days of the District's resolution.