

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary School Cafeteria**  
**November 2, 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 Y L. Noble Y T. Parks Y J. Renner Y K. Shepherd Y.

**C. Pledge of Allegiance** The pledge of allegiance was recited.

**D. Recognition of Visitors**

1. Christi Delloma, Site Manager of Preble County Head Start, and Debby Barnett, Preble County Educational Service Center, to discuss Step Up to Quality state rating system and collaborating with school districts about early childhood education.

Dr. Curry congratulated Christi Delloma and Debbie Barnett on the five star grade they received from the state. Mr. Parks had a few questions about their presentation and thanked them for sharing. Mrs. Noble thanked them for coming as well.

**E. Executive Session (if necessary)** – No executive session.

**F. Other Opening Business**

**A. Mr. Renner's resignation letter and comments.**

Dear Mrs. Noble,

As you are aware, I have chosen not to seek re-election at the end of my current term. Additionally, I am a candidate for Eaton City Council, and am running unopposed. This means I will take office at the city in early December, which means I must resign from the Board before my term ends.

Please accept this letter as notice of my resignation from the Eaton Community Schools Board of Education effective at midnight, November 30, 2015.

I have enjoyed working with the current Board very much, and wish you the best of luck as you continue to serve our community in this most trying position

Respectfully,  
Joe Renner

He thanked everyone whom he had worked with and especially Brad Neavin, Superintendent at the beginning of the building and AAW projects. Priscilla Dodson, Treasurer and Tom Doseck, Project Manager for all of their help and foresight and fighting at the onset for the projects.

Lisa thanked Joe for his many hours and years of service and dedication.

## **II. Treasurer's Business – Priscilla Dodson**

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

1. Approve minutes of the October 7, 2015 Special Board Meeting.
2. Approve minutes of the October 8, 2015 Special Board Meeting.
3. Approve minutes of the October 12, 2015 Regular Board Meeting.
4. Approve minutes of the October 15, 2015 Special Board Meeting.
5. Approve minutes of the October 22, 2015 Special Board Meeting.
6. Submission of Warrants.
7. Submission of Financial Report.
8. Submission of Investment.
9. Approve FY16 Supplemental Appropriations.

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

Discussion - None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-109**

### **B. Employment – Classified Staff**

The Treasurer recommends the employment of Rebecca Thompson as Secretary to the Treasurer's Office, effective November 16, 2015. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations.

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

Discussion – The staff in the Treasurer's office has worked many hours in the effort to hire a Secretary to the Treasurer's office. There were many good candidates but four came to the top and passed the written-

computer test along with the interviews. The interviewing was with Mrs. Keller, Mrs. Kirsch and the Treasurer. Mrs. Thompson will begin full time on Monday November 16, 2015.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-110**

### **III. Reports**

**A. Miami Valley Career Technology Center Report** – Terry Parks thanked Mr. Renner and wished him well at his new job on City Council. Nothing from CTC they will meet next week.

**B. Parks and Recreation Board Report** – Keith Shepherd had no report.

**C. Superintendent's Report** – Dr. Barbara Curry discussed new policy items that are in the hand out. Boys Cross Country placed 5<sup>th</sup> as a team in regionals and Junior Seth Gard qualified as an individual for state. Congratulations to Seth. Women's Volleyball won the district championship. Their next game in regional play is against Athens on Thursday night at Vandalia Butler School. We are allowing teachers to alter their schedules to attend the game because it is teacher conferences. A reminder will go out to the Community and Board on the new approach to calamity days. Dr. Curry also explained e-days fielding questions from the Board.

**D. Other Reports** – Derek Flatter gave a presentation to the Board about "Project Lead the Way". Dr. Curry congratulated Mr. Flatter, Mrs. Neanen, and Mrs. Imhoff on their efforts for this project.

### **IV. Old Business - None**

### **V. New Business**

#### **A. Employment of Consultant**

The Board of Education recommends the employment of Rachel Tait as a Consultant to the Treasurer's Office on a Limited Contract, beginning November 2, 2015 and ending on December 31, 2015, not to exceed 10 days.

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

Discussion - None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-111**

**B. Employment of Treasurer**

The Board of Education recommends the employment of Rachel Tait as Treasurer, on a three and a half (3.5) year contract (January 1, 2016 – July 31, 2019).

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

Discussion – Members of the Board of Education welcomed and congratulated Mrs. Tait.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-112**

**C. Employment – Non- Certificated Staff – Athletics**

The following position has been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. 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. Brett Beare - Middle School Wrestling Coach
2. Gerald Cornett – Freshman Boys Basketball Coach

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

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-113**

**D. Employment – Certificated Staff – Substitute Teachers/Tutors as certified by the Preble County Educational Service Center**

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2015-2016 school year, as certified by the Preble County Educational Service Center.

1. Karen Allen
2. Robert Bush
3. Allen Karn
4. Rhonda Kuhbander
5. Nicole Parris
6. Jeffrey Schmidt
7. Kimberly Towe
8. Abby VanGorden-White
9. Megan Winn

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

Discussion - None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-114**

#### **E. Employment – Non-certificated Staff – Substitutes**

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

1. Dustin Crothers – Substitute Bus Driver
2. Amy Hoefler – Substitute Cafeteria Worker
3. Stephanie Jennings – Substitute Cafeteria Worker, retroactive to August 21, 2015
4. Rebecca Thompson – Substitute Secretary.

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

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-115**

#### **F. Approval of Volunteers**

The Administration recommends approval of the following volunteers for the 2015-2016 school year, contingent upon completion of all state and local requirements, including criminal background checks if necessary.

1. Will Amburgy – Volunteer Baseball Coach
2. Ron Gard – Volunteer Middle School Boys Basketball Coach

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

Discussion – None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-116**

#### **G. Substitute Pay Scale**

The Administration recommends approval to increase the rate of pay for substitute transportation aides to \$11.75 per hour.

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

Discussion – None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-117**

#### **H. Board Policy Updates**

The Administration recommends the second reading and adoption of the following updated board policies.

1. 1220 – Employment of the Superintendent (Attachment A)
2. 1310 – Employment of the Treasurer (Attachment B)
3. 1520 – Employment of Administrators (Attachment C)
4. 3120 – Employment of Professional Staff (Attachment D)
5. 3120.08 – Employment of Personnel For Co-Curricular/Extra-Curricular Activities (Attachment E)
6. 3120.09 – Volunteers (Attachment F)
7. 4120 – Employment of Classified Staff (Attachment G)

8. 4120.08 – Employment of Personnel for Co-Curricular/Extra-Curricular Activities (Attachment H)
9. 4120.09 – Volunteers (Attachment I)
10. 5136 –Personal Communication Devices (Attachment J)

Motion by Mr. Shepherd, 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.

**#1516-118**

#### **I. Board Policy Updates**

The Administration recommends the first reading of the following updated policy.

1. 3220 – Standards-Based Teacher Evaluation (Attachment K).

Motion by Mr. Renner, 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.

**#1516-119**

#### **J. Memorandum of Understanding**

The Administration recommends approval of the following memorandums of understanding for use of facilities and grounds in the event of an emergency, pursuant to state requirements for the school Crisis Management Plan.

1. Memorandum of Understanding between the Eaton Community School District and the Eaton Church of the Brethren (Attachment L).
2. Memorandum of Understanding between the Eaton Community School District and the Preble County Fair Board (Attachment M).

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

Discussion – None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-120**

**K. Agreement with Miami Valley Career Technology Center**

The Administration recommends approval of the agreement with the Miami Valley Career Technology Center to create and operate a Project Lead the Way Middle School Satellite Program (Attachment N).

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

Discussion – None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-121**

**L. Amend Contract with Waycross Community Media**

The Administration recommends approving the amended contract with Waycross Community Media to provide video production services for the 2016 graduation ceremony, originally approved at the July 13, 2015 board meeting. The amended contract corrects the event date from May 22, 2016 to June 4, 2016.

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

Discussion – None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-122**

**M. Use of Facilities Requirements**

The Administration recommends approval to waive the insurance requirements related to the use of facilities by all Eaton and Dixon alumni groups.

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

Discussion – None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.



President declares motion Passed.

**#1516-123**

#### **N. Athletic Camp and Clinics**

The Administration recommends approval of the following athletic camp and clinics.

1. Youth Cheerleading Camp, grades K-6, January 13-15, 2016.
2. Girls Basketball Youth Clinic, grades 2-6, November 21, 2015, December 19, 2015 and January 16, 2016.
3. Boys Basketball Youth Clinic, grades 2-6, November 14, 2015, December 12, 2015 and January 9, 2016.

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

Discussion – Mr. Shepherd had a question about who conducts the camps and was told that the coaches do the camps.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-124**

#### **O. Obsolete Item**

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

1. Volleyball ball cart, tag number 13890, Eaton High School Athletics.
2. Volleyball ball cart, tag number 13891, Eaton High School Athletics.

Motion by Mr. Cooper, 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.

**#1516-125**

#### **P. Donations**

The Administration recommends acceptance of the following donations:

1. From Loudy's Office Supply, Sharp Copy Machine MX-B401 for District use.
2. From Kara Elliot, Children's Books to East Elementary.
3. From multiple donors, clothing to East Elementary.
4. From Anna Swihart, books and monetary donation for the East Elementary Library.
5. From Jeffrey Ober, books and monetary donation for the East Elementary Library.

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

Discussion – Mrs. Noble thanked everyone for their generous donations.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion Passed.

**#1516-126**

**Q. Executive Session (if needed)**

To discuss the employment of a public employee or official.

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

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

Motion by Mr. Renner seconded by Mr. Shepherd to amend the previous motion to include the Treasurer elect Mrs. Tait into executive session.

(2<sup>nd</sup> motion) Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion to amend Passed.

**#1516-127**

(1<sup>st</sup> motion) Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion convene Passed.

**#1516-128**

President convenes executive session at 7:08 p.m.

President resumes open session at 8:15 p.m.

## VI. Adjournment

Motion by Mr. Parks, seconded by

Mr. Renner to adjourn the meeting.

Discussion – None

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1516-129**

President adjourns meeting at 8:16 p.m.

DATE \_\_\_\_\_

PRESIDENT \_\_\_\_\_ TREASURER \_\_\_\_\_

### Upcoming Board Meetings

#### Regular Meeting

Monday, December 14, 2015 – 6:00 p.m.

Hollingsworth East Elementary

## ADMINISTRATION

1220

EMPLOYMENT OF THE SUPERINTENDENT

The Board of Education vests the primary responsibility for administration of this District in the Superintendent of Schools. The appointment of that officer is, therefore, one of the most important functions the Board can perform.

Whenever the position of Superintendent shall be vacant, the Board shall appoint a Superintendent of Schools as chief executive officer and fix his/her salary and term of office which shall be no more than five (5) years.

The Board shall actively seek the best qualified and most capable candidate for the position of District Superintendent.

It may be aided in this task by:

- A. a committee of Board members;
- B. the services of professional consultants;
- C. the participation of members of the community.

Recruitment procedures may be prepared in advance of the search and may include the following:

- A. the preparation of a written job specification for the position of Superintendent
- B. preparation of written specifications of qualification in addition to proper State licensing
- C. preparation of informative material describing this District and its educational goals
- D. where feasible, the opportunity for applicants to visit the schools of this District
- E. the requirement that each selected candidate for the position be interviewed by Board members in a format that encourages him/her to express his/her educational philosophy
- F. solicitation of applications from a wide geographical area

- G. consideration of all applicants fairly without discrimination on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, ancestry, genetic information (collectively, "Protected Classes"), or other condition unrelated to the position of Superintendent

The Board may request the State Board of Education to issue a two (2) year alternative superintendent license to a proposed candidate for the superintendency, provided the candidate is of good moral character and meets the requirements set forth by the State Board of Education.

No person may be employed as Superintendent of this District unless s/he has signed an employment contract with the Board.

Such contract shall include:

- A. the term for which employment is contracted, including beginning and ending dates;
- B. the salary which the Superintendent shall be paid and the intervals at which s/he shall be paid;
- C. the benefits to which s/he is entitled;
- D. a specification of any powers and duties assigned by the Board to the Superintendent pursuant to R.C. 3319.031;
- E. such other matters as may be necessary to a full and complete understanding of the employment contract.
- F. the Superintendent so appointed shall devote himself/herself exclusively to the duties of his/her office, unless secondary employment is Board approved.

Any candidate's intentional misstatement of fact material to his/her qualification for employment or the determination of his/her salary shall be considered by this Board to constitute grounds for his/her dismissal.

The person selected for the position of Superintendent may be required to undergo a medical examination reasonably related to the duties s/he will be required to perform, the cost of which shall be borne by the District.

Prior to employment, the candidate selected must also pass a background check performed by the Bureau of Criminal Identification and Investigation and/or the Federal Bureau of Investigation. **The candidate must also pass a pre-employment drug screening.**

R.C. 3313.18, 3319.01, 3319.031, 3319.27  
A.C. 3301-23-19

Attachment A

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## ADMINISTRATION

1310

EMPLOYMENT OF THE TREASURER

The Board of Education shall seek a person both capable and licensed to fill the position of Treasurer, whenever that position may be vacant. The Board shall appoint a Treasurer as chief fiscal officer and fix his/her salary and term of office which shall be not more than five (5) years.

All persons considered for the position of Treasurer shall provide evidence of their training and experience in the fields of government accounting, State and Federal laws related to school district budgeting and financing, financial report preparation, and budget and accounting management as required by statute and the standards of the State Board of Education.

The Board may, in recruiting a Treasurer, utilize the services of:

- A. a committee of Board members;
- B. a professional consultant;
- C. a committee of community lay persons.

To aid in the search, the Board may use:

- A. a written job description for the position;
- B. informative materials describing the School District;
- C. a written specification of the salary and benefits;
- D. the opportunity for each applicant to visit the District should s/he so desire.

Any candidate's intentional misstatement of fact material to his/her qualifications for employment or the determination of his/her salary shall be considered to constitute grounds for dismissal.

The person selected for the position of Treasurer shall be required to undergo a medical examination reasonably related to the duties s/he will be required to perform, the cost of which shall be borne by the District.

No person may be employed as Treasurer of this District unless s/he has signed an employment contract with the Board.

Such contract shall include:

- A. the term for which employment is contracted, including beginning and ending dates;
- B. the salary which the Treasurer shall be paid and the intervals at which s/he shall be paid;
- C. the benefits to which s/he is entitled;
- D. a specification of any powers and duties assigned by the Board to the Treasurer pursuant to R.C. 3319.031;
- E. such other matters as may be necessary to a full and complete understanding of the employment contract.

The Treasurer shall be responsible for the financial affairs of the District.

The Treasurer so appointed shall devote himself/herself exclusively to the duties of his/her office, unless secondary employment is Board Approved.

The Treasurer shall report to and is subject to the direction of the Board.

The Treasurer shall direct and assign employees directly engaged in the day-to-day fiscal operations of the District, as those employees are so designated by the Board.

Before entering upon the duties of the office, the Treasurer of the Board shall execute a bond, in an amount and with surety to be approved by the Board, payable to the State, and conditioned for the faithful performance of all official duties required of the Treasurer. Such bond shall be deposited with the President of the Board, and a copy thereof, certified by the Treasurer, shall be filed with the County Auditor.

Prior to employment, the candidate selected must also pass a background check performed by the Bureau of Criminal Identification and Investigation and/or the Federal Bureau of Investigation. **The candidate must also pass a pre-employment drug screening.**

R.C. 2909.34, 3301.074, 3313.22, 3313.24, 3313.25, 3319.031  
A.C. 3301-5-01



## ADMINISTRATION

1520

EMPLOYMENT OF ADMINISTRATORS

The Board of Education recognizes that it is vital to the successful operation of the District that administrative positions created by the Board be filled with highly qualified and competent personnel. The Board may contract with the governing board of the educational service center from which it otherwise receives services to conduct searches and recruitment of candidates for assistant superintendent, Principal, assistant principal, and other administrator positions.

The Board shall approve the employment, determine the compensation, and establish the term of said employment for each administrator employed by the Board. Individuals may be employed as administrators pursuant to a limited contract for a term not to exceed three (3) years, unless the individual has been employed by the Board as an administrator in the District for three (3) or more years, in which case his/her term of the contract shall be for not more than five (5) years and, unless the Superintendent recommends otherwise, not less than two (2) years. If, however, the Superintendent so recommends, the term of the contract of an individual who has been employed as an administrator in the District for three (3) years or more may be one year. All subsequent contracts granted to such individual must be for a term of not less than two (2) years and more than five (5) years.

The Board shall only employ those candidates nominated by the Superintendent.

In accordance with the provisions of R.C. 3319.031, the Board may assign specified powers and duties to one or more administrators.

Any person employed as an assistant superintendent, Principal, assistant principal, or other administrator shall possess a valid certificate/license issued pursuant to Ohio law and shall file a copy of his/her certificate/license with the District.

To the extent permitted by law, the Board may request the State Board of Education to issue a two (2) year alternative administrative specialist license or a one (1) year alternative principal license to a candidate recommended by the Superintendent for an administrative position, provided the candidate is of good moral character and meets the requirements set forth by the State Board of Education.

Relatives of Board members may be employed by the Board, provided the member of the Board does not participate in any way in the discussion or vote on the employment when such a conflict of interest is involved.

Applications for employment as an administrator will not be accepted from any current Board member. If a Board member wishes to apply for a position on the administrative staff, his/her resignation must be accepted by the Board prior to submitting an application.

The employment of administrative staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in the educational program. Employment shall be recommended to the Board at the next regular meeting.

Prior to employment, the candidate selected must pass a background check performed by the Bureau of Criminal Identification and Investigation and/or the Federal Bureau of Investigation. **The candidate must also pass a pre-employment drug screening.**

The Superintendent may recommend and the Board may approve the reemployment of an administrative staff member at any regular or special meeting held during the period beginning on the first day of January of the calendar year immediately preceding the year of expiration of the employment contract and ending on the first day of June in the year the employment contract expires.

The Board may, by a three-fourth's (3/4's) majority vote of its full membership, reemploy an assistant superintendent, Principal, assistant principal, or other administrator whom the Superintendent refuses to nominate. If need be, and to the extent permitted by law, the Board may request the State Board of Education to issue a two (2) year alternative administrative specialist license or a one (1) year alternative principal license to an administrator whom the Superintendent has refused to nominate for reemployment in an administrative position, provided the candidate is of good moral character and meets the requirements set forth by the State Board of Education.

Before taking action to renew or non-renew the contract of any administrator and prior to the first day of June of the year in which the administrator's contract expires, the Board shall notify each such administrator of the date his/her contract expires and inform the administrator that s/he may request a meeting with the Board to discuss its reasons for considering renewal or non-renewal of his/her contract. Upon the request of the administrator, the Board shall meet with him/her in executive session. The administrator shall be permitted to have a representative of his/her choice present at that meeting.

If the Board fails to provide the evaluations as required by Board Policy or if the Board fails to provide, following the request of the administrator, a meeting for the purpose of discussing the Board's reasons for considering renewal or non-renewal of the administrator's contract, then the administrator shall be automatically reemployed at the same salary plus any increments that may be authorized by the Board, and the term of reemployment shall be one (1) year, unless the individual has been employed as an administrator by the District for three (3) years or more in which case the reemployment shall be for a term of two (2) years.

Furthermore, an administrator shall be deemed reemployed upon expiration of his/her contract term unless the administrator notifies the Board to the contrary on or before the fifteenth day of June, or unless the Board either reemploys the administrator for a succeeding term or gives written notice of its intent not to reemploy the administrator on or before the first day of June in the year in which said contract expires. In such instances, the reemployment shall be at the same salary plus any increments that may be authorized by the Board, and the term of reemployment shall be one (1) year, unless the individual has been employed as an administrator by the District for three (3) years or more in which case the reemployment shall be for a term of two (2) years.

Any administrator's intentional misstatement of fact material to qualifications for employment or reemployment, or to the determination of salary, shall be considered by this Board to constitute grounds for dismissal.

All administrators shall become familiar with the policies of the Board and other such guidelines, regulations, memoranda, bulletins, and handbooks that pertain to their duties in the District. Any administrator employed by the Board who shall be guilty of any willful violation of the policies of the Board shall be guilty of gross insubordination and shall be subject to dismissal or such lesser penalty as the Board may prescribe.

Except by mutual agreement of the parties thereto, no administrator shall be transferred during the term of his/her contract to a position of lesser responsibility. Furthermore, no contract may be terminated or suspended except in accordance with State law.

The Superintendent shall prepare administrative guidelines for the recruitment and selection of administrative staff.

R.C. 3319.01, 3319.02, 3319.031, 3319.07, 3319.16, 3319.17, 3319.171  
R.C. 3319.27, 3319.36

PROFESSIONAL STAFF  
3120

EMPLOYMENT OF PROFESSIONAL STAFF

The Board of Education recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with highly qualified and competent personnel.

The Board shall approve the employment, and also, when not covered by the terms of a negotiated, collectively-bargained agreement, fix the compensation and establish the term of employment for each professional staff member employed by the Board.

Such approval shall be given only to those candidates for employment recommended by the Superintendent or by another individual designated by the Board in the event that the Superintendent's nomination would be a violation of R.C. 2921.42.

Relatives of Board members may be employed by the Board, provided a member of the Board does not participate in any way in the discussion or vote on the employment when a conflict of interest is involved.

Generally, the Board will not employ (but may reemploy) the children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a Board member.

Applications for employment will not be accepted from any current Board member. If a Board member wishes to apply for a position, his/her resignation must be accepted by the Board prior to submitting an application and the Board member must not use or attempt to use his/her official authority or influence to secure the employment position.

Any professional staff member's intentional misstatement of fact material to qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

The employment of professional staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in the educational program. Employment shall be recommended to the Board at the next regular meeting.

No candidate for employment as a professional staff member shall receive recommendation for such employment without having proffered visual evidence of proper licensing or that application for such licensing is in process. Said licensing shall meet the minimum requirements of State law for the position for which s/he is being recommended.

Professional staff must also pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 3121). Professional staff who qualify for full time status must also pass a pre-employment drug screening.

The Superintendent shall prepare administrative guidelines for the recruitment and selection of all professional staff.

## **REQUIREMENTS FOR TEACHERS**

All teachers shall be "highly qualified."

"Highly Qualified" means:

- A. Full State certification as a teacher (including an alternative educator license) or passed State teacher licensing exam and holds current license to teach; certification or license requirements may not be waived on a temporary basis
- B. For elementary teachers new to the profession, this also requires:
  - 1. at least a bachelor's degree
  - 2. passing a rigorous State test on subject knowledge and teaching skills in reading, writing, math, and other areas of elementary curriculum (State certification test may suffice)
- C. For secondary or middle school teachers new to the profession this also requires:
  - 1. at least a bachelor's degree, and
  - 2. passing a rigorous State test in each of the subject areas s/he will teach (State certification test may suffice), or
  - 3. for each academic subject taught, having an academic major, course work equivalent to an undergraduate major, a graduate degree, or advanced certification or credentialing

- D. For elementary, middle, or secondary school teachers with prior experience, this also requires:
1. at least a bachelor's degree, and
  2. meets standards for new teachers (above), or
  3. demonstrates competence in all academic subjects s/he teaches based on a uniform State standard of evaluation (standard for academic subject matter and teaching skills set by the State)

R.C.2909.34, 2921.01, 2921.42, 3319.02, 3319.07, 3319.11

R.C. 3319.23 - .282, 3319.283, 3319.301, 3319.39

20 U.S.C. 6319

20 U.S.C. 7801

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## PROFESSIONAL STAFF

3120.08

EMPLOYMENT OF PERSONNEL FOR  
CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES

The Board of Education may employ professional staff for co-curricular/extra-curricular activities. However, the Board may find it necessary to employ, on a part-time basis, coaches or activity sponsors who are not members of the professional staff.

The Board authorizes the Superintendent to recommend candidates for employment by the Board.

Each coach or activity sponsor shall hold a valid Pupil Activity Program Permit issued by the State Board of Education under R.C. 3319.303(A), have any other necessary qualifications, have been properly interviewed, and shall sign an employment contract which includes the conditions of employment, compensation arrangements, and contract termination procedures.

Personnel must also pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 3121). Personnel must also pass a pre-employment drug screening.

The Board may renew the contract of any nonlicensed individual, currently employed by the Board for one or more years, without first offering the position held by that individual to employees of the District who are licensed individuals or advertising the position as available to any qualified licensed individuals who are not currently employed by the Board unless otherwise prohibited by a collective bargaining agreement.

No individual employed by the Board for any co-curricular or extra-curricular activity may accept compensation from any third party or source, including, but not limited to booster, parent or other District support organizations, for the performance of his/her official duties or as a supplement to his/her compensation from the Board. No individual serving as a volunteer for co-curricular/extra-curricular activities may accept compensation from any third party or source, including, but not limited to booster, parent or other District support organizations, for the performance of his/her official duties as a volunteer on behalf of the Board.

R.C. 2909.34, 3319.303, 3313.53, 3313.539, 3319.39

A.C. 3301-27-01, Ohio Ethics Commission Advisory Opinion 2008-01

PROFESSIONAL STAFF  
3120.09

VOLUNTEERS

The Board of Education recognizes that certain programs and activities can be enhanced through the use of volunteers who have particular knowledge or skills that will be helpful to members of the professional staff responsible for the conduct of those programs and activities.

The Superintendent shall be responsible for recruiting community volunteers, reviewing their capabilities, and making appropriate placements. S/He shall not be obligated to make use of volunteers whose abilities are not in accord with District needs.

The Superintendent is to inform each volunteer that s/he:

- A. is required to abide by all Board policies and District guidelines while on duty as a volunteer (including, but not limited to, the volunteer's obligation to keep confidential and not release or permit access to any and all student personally identifiable information to which s/he is exposed except as authorized by law);
- B. will be covered under the District's liability policy but the District can not provide any type of health insurance to cover illness or accident incurred while serving as a volunteer, nor is the person eligible for workers' compensation;
- C. will be asked to sign a form releasing the District of any obligation should the volunteer become ill or receive an injury as a result of his/her volunteer services;
- D. may not accept compensation from any third party or source, including, but not limited to booster, parent, or other District support organizations, for the performance of his/her official duties as a volunteer on behalf of the Board.

Furthermore, the Superintendent shall inform all volunteers who work or apply to work with children they need to display appropriate behavior at all times, and that they may be required to provide a set of fingerprints at any time so that a criminal records check can be conducted. **Volunteer coaches must follow the same employment requirements as described in Policy 4120.08 and Policy 3120.08.** If a criminal records check is then conducted, it will be done as a condition of continued service as a volunteer.



If a criminal records check indicates that a volunteer has been convicted of or pleaded guilty to any felony or any of the offenses listed below and/or described in R.C. 109.572 (A)(1), the volunteer will be informed either that the Board is no longer interested in maintaining his/her volunteer service or that the volunteer will be assigned to duties for which s/he will not work with children.

The Superintendent shall inform each volunteer of the District's appreciation for his/her time and efforts in assisting in the operation of the schools and for his/her understanding with regard to the need for all volunteers to be subject to possible criminal records check.

### Offenses

No person is to be accepted or maintained as a volunteer if s/he has been convicted of any of the following offenses:

- A. aggravated murder, murder, voluntary manslaughter, involuntary manslaughter
- B. felonious assault, aggravated assault, assault
- C. failing to provide for a functionally impaired person
- D. aggravated menacing
- E. patient abuse or neglect
- F. kidnapping, abduction, child stealing, criminal child enticement
- G. rape, sexual battery, corruption of a minor, gross sexual imposition, sexual imposition, importuning, voyeurism, public indecency, felonious sexual penetration, compelling prostitution, promoting prostitution, procuring prostitution, disseminating matter harmful to juveniles, pandering obscenity, pandering obscenity involving a minor, pandering sexually oriented matter involving a minor, illegal use of minor in nudity-oriented material or performance
- H. aggravated robbery, robbery
- I. aggravated burglary, burglary
- J. abortion without informed consent
- K. endangering children
- L. contributing to the delinquency of children
- M. domestic violence

- N. carrying concealed weapons, having weapons while under disability, improperly discharging firearm at or into a habitation or school
- O. corrupting another with drugs
- P. trafficking in drugs
- Q. illegal manufacture of drugs or cultivation of marijuana
- R. funding of drug or marijuana trafficking
- S. illegal administration or distribution of anabolic steroids
- T. drug possession offenses (that are not a minor drug possession offense)
- U. placing harmful objects in or adulterating food or confection

R.C. 109.574-7, 121.401-2, 3327.16, 3313.203, 3319.321  
20 U.S.C. 1232g, 34 C.F.R. Part 99

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## CLASSIFIED STAFF

4120

### EMPLOYMENT OF CLASSIFIED STAFF

The Board of Education recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with qualified and competent personnel.

The Board shall approve the employment, and also, when not covered by the terms of a negotiated, collectively-bargained agreement, fix the compensation and establish the term of employment for each classified staff member employed by the Board.

Such approval shall be given only to those candidates for employment recommended by the Superintendent.

Relatives of Board members may be employed by the Board, provided a member of the Board does not participate in any way in the discussion or vote on the employment when a conflict of interest is involved.

Relatives of staff members may be employed by the Board, provided the staff member being employed is not placed in a position in which s/he is supervised directly by the relative staff member.

Generally, the Board will not employ (but may reemploy) the children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a Board member except in extreme circumstances.

Applications for employment will not be accepted from any current Board member. If a Board member wishes to apply for a position, his/her resignation must be accepted by the Board prior to submitting an application, and the Board member must not use or attempt to use his/her official authority or influence to secure the employment position.

Any classified staff member's intentional misstatement of fact material to his/her qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

The employment of classified staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in District operations. Employment shall be recommended to the Board at the next regular meeting.

When appropriate, no candidate for employment as a classified staff member shall receive recommendation for such employment without having proffered visual

evidence of proper certification/licensure or that application for such certification/licensure is in process.

Classified staff members also must pass a background check performed by the Bureau of Criminal Identification and Investigation (see Policy 4121). Classified staff members who qualify for full time status must pass a pre-employment drug screening.

The Superintendent shall prepare procedures for the recruitment and selection of all classified staff.

### **REQUIREMENTS FOR TITLE I PARAPROFESSIONALS**

Employment of all paraprofessionals hired for a Title I supported program must have a secondary school diploma or its recognized equivalent and one of the following:

- A. Completed two (2) years study at an institution of higher education; or
- B. Obtained at least an associates degree; or
- C. Met a rigorous standard of quality and demonstrate through formal State or local academic assessment:
  - 1. knowledge of and the ability to assist in instructing, reading, writing and mathematics; or
  - 2. knowledge of and the ability to assist in instructing, reading readiness, writing readiness and mathematics readiness, as appropriate.

Exceptions – These requirements do not apply to a paraprofessional:

- A. Who is proficient in English and a second language and serves as a translator primarily to enhance the participation of children in Title I programs; or
- B. Whose duties consist solely of conducting parental involvement activities.

Paraprofessional duties – Paraprofessionals working for a Title I supported program may be assigned to duties not inconsistent with the following:

- A. providing one-on-one tutoring for eligible students during times when the teacher would not otherwise be instructing the student;
- B. assisting with classroom management, such as organizing instructional and other materials;

- C. providing assistance in a computer laboratory;
- D. providing support in a library or media center;
- E. conducting parental involvement activities;
- F. acting as a translator;
- G. provide instructional services to students, if working under the direct supervision of a teacher; a paraprofessional will be considered to be working under the “direct supervision” of a teacher if the:
  - 1. teacher plans the instructional activities that the paraprofessional carries out;
  - 2. teacher evaluates the achievement of the students with whom the paraprofessional is working;
  - 3. paraprofessional works in close and frequent physical proximity to the teacher;
- H. performing limited duties beyond classroom instruction or that do not benefit program participants, so long as those duties are also assigned to non-Title I paraprofessionals. Title I paraprofessionals may not be assigned to more of these duties, proportional to their total work time, than the amount assigned to similar non-Title I paraprofessionals in the same school.

The provisions as set forth above do not apply to paraprofessionals providing non-instructional service such as providing technical support for computers, providing personal care services, or performing clerical duties.

R.C. 2909.34, 3319.081, 3319.082, 3319.39  
A.C. 3301-83-07  
20 U.S.C. 6319

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CLASSIFIED STAFF  
4120.08

EMPLOYMENT OF PERSONNEL FOR  
CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES

The Board of Education may find it necessary to employ, on a part-time basis, coaches or activity sponsors who are not members of the professional staff.

The Board authorizes the Superintendent to recommend candidates for employment by the Board.

Each coach or activity sponsor shall hold a valid Pupil Activity Program Permit issued by the State Board of Education under R.C. 3319.303(A), have any other necessary qualifications, have been properly interviewed, and shall sign an employment contract which includes the conditions of employment, compensation arrangements, and contract termination procedures.

Personnel must also pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 4121). Personnel must also pass a pre-employment drug screening.

The Board may renew the contract of any nonlicensed individual, currently employed by the Board for one or more years, without first offering the position held by that individual to employees of the District who are licensed individuals or advertising the position as available to any qualified licensed individuals who are not currently employed by the Board unless otherwise prohibited by a collective bargaining agreement.

R.C. 2909.34, 3313.53, 3319.291, 3319.303, 3319.39  
A.C. 3301-27-01

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CLASSIFIED STAFF

4120.09

### VOLUNTEERS

The Board of Education recognizes that certain programs and activities can be enhanced through the use of volunteers who have particular knowledge or skills that will be helpful to members of the classified staff responsible for the conduct of those programs and activities.

The Superintendent shall be responsible for recruiting community volunteers, reviewing their capabilities, and making appropriate placements. S/He shall not be obligated to make use of volunteers whose abilities are not in accord with District needs.

The Superintendent is to inform each volunteer that s/he:

- A. is required to abide by all Board policies and District guidelines while on duty as a volunteer (including, but not limited to, the volunteer's obligation to keep confidential and not release or permit access to any and all student personally identifiable information to which s/he is exposed except as authorized by law);
- B. will be covered under the District's liability policy but the District can not provide any type of health insurance to cover illness or accident incurred while serving as a volunteer, nor is the person eligible for workers' compensation;
- C. will be asked to sign a form releasing the District of any obligation should the volunteer become ill or receive an injury as a result of his/her volunteer services;
- D. may not accept compensation from any third party or source, including, but not limited to booster, parent or other District support organizations, for the performance of his/her official duties as a volunteer on behalf of the Board.

Furthermore, the Superintendent shall inform all volunteers who work or apply to work with children they need to display appropriate behavior at all times, and that they may be required to provide a set of fingerprints at any time so that a criminal records check can be conducted. **Volunteer coaches must follow the same employment requirements as described in Policy 4120.08 and Policy 3120.08.** If a criminal records check is then conducted, it will be done as a condition of continued service as a volunteer.

If a criminal records check indicates that a volunteer has been convicted of or pleaded guilty to any felony or any of the offenses listed below and/or described in R.C 109.572 (A)(1), the volunteer will be informed either that the Board is no longer interested in maintaining his/her volunteer service or that the volunteer will be assigned to duties for which s/he will not work with children.

The Superintendent shall inform each volunteer of the District's appreciation for his/her time and efforts in assisting in the operation of the schools and for his/her understanding with regard to the need for all volunteers to be subject to possible criminal records check.

### Offenses

No person is to be accepted or maintained as a volunteer if s/he has been convicted of any of the following offenses:

- A. aggravated murder, murder, voluntary manslaughter, involuntary manslaughter
- B. felonious assault, aggravated assault, assault
- C. failing to provide for a functionally impaired person
- D. aggravated menacing
- E. patient abuse or neglect
- F. kidnapping, abduction, child stealing, criminal child enticement
- G. rape, sexual battery, corruption of a minor, gross sexual imposition, sexual imposition, importuning, voyeurism, public indecency, felonious sexual penetration, compelling prostitution, promoting prostitution, procuring prostitution, disseminating matter harmful to juveniles, pandering obscenity, pandering obscenity involving a minor, pandering sexually oriented matter involving a minor, illegal use of minor in nudity-oriented material or performance
- H. aggravated robbery, robbery
- I. aggravated burglary, burglary
- J. abortion without informed consent
- K. endangering children
- L. contributing to the delinquency of children



- M. domestic violence
- N. carrying concealed weapons, having weapons while under disability, improperly discharging firearm at or into a habitation or school
- O. corrupting another with drugs
- P. trafficking in drugs
- Q. illegal manufacture of drugs or cultivation of marijuana
- R. funding of drug or marijuana trafficking
- S. illegal administration or distribution of anabolic steroids
- T. drug possession offenses (that are not a minor drug possession offense)
- U. placing harmful objects in or adulterating food or confection

R.C. 109.574-7, 121.401-2, 3327.16, 3313.203, 3319.321  
20 U.S.C. 1232g, 34 C.F.R. Part 99

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## STUDENTS

5136

PERSONAL COMMUNICATION DEVICES

Students in grades 6-12 may use personal communication devices (PCDs) before and after school, during their lunch break, in between classes as long as they do not create a distraction, disruption or otherwise interfere with the educational environment, during after school activities (e.g., extra-curricular activities), or at school-related functions. Use of PCDs, except those approved by a teacher or administrator, at any other time is prohibited and they must be powered completely off (i.e., not just placed into vibrate or silent mode) and stored out of sight.

For purposes of this policy, “personal communication device” includes computers, tablets (e.g., iPads and similar devices), electronic readers (“e-readers”; e.g., Kindles and similar devices), cell phones (e.g., mobile/cellular telephones, smartphones (e.g., BlackBerry, iPhone, Android devices, Windows Mobile devices, etc.)), and/or other web-enabled devices of any type. Students may not use PCDs on school property or at a school-sponsored activity to access and/or view Internet web sites that are otherwise blocked to students at school. Students may use PCDs while riding to and from school on a school bus or other Board-provided vehicles or on a school bus or Board-provided vehicle during school-sponsored activities, at the discretion of the bus driver, classroom teacher and/or sponsor/advisor/coach. Distracting behavior that creates an unsafe environment will not be tolerated.

Also, during after school activities, PCDs shall be powered completely off (not just placed into vibrate or silent mode) and stored out of sight when directed by the administrator or sponsor.

Under certain circumstances, a student may keep his/her PCD “On” with prior approval from the building principal.

Except as authorized by a teacher, administrator or IEP team, students are prohibited from using PCDs during the school day, including while off-campus on a field trip, to capture, record and/or transmit the words or sounds (i.e., audio) and/or images (i.e., pictures/video) of any student, staff member or other person. Using a PCD to capture, record and/or transmit audio and/or pictures/video of an individual without proper consent is considered an invasion of privacy and is not permitted. Students who violate this provision and/or use a PCD to violate the privacy rights of another person may have their PCD confiscated and held until the end of the school day or until a parent/guardian picks it up, and may be directed to delete the audio and/or picture/video file. If the violation involves potentially illegal activity the confiscated-PCD may be turned-over to law enforcement.

PCDs, including but not limited to those with cameras, may not be activated or utilized at any time in any school situation where a reasonable expectation of personal privacy exists. These locations and circumstances include, but are not limited to, classrooms, gymnasiums, locker rooms, shower facilities, rest/bathrooms, and any other areas where students or others may change clothes or be in any stage or degree of disrobing or changing clothes. The Superintendent and building principals are authorized to determine other specific locations and situations where use of a PCD is absolutely prohibited.

Students shall have no expectation of confidentiality with respect to their use of PCDs on school premises/property.

Students may not use a PCD in any way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed or intimidated. See Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior. In particular, students are prohibited from using PCDs to: (1) transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, or political beliefs; and (2) engage in "sexting" - i.e., sending, receiving, sharing, viewing, or possessing pictures, text messages, e-mails or other materials of a sexual nature in electronic or any other form. Violation of these prohibitions shall result in disciplinary action. Furthermore, such actions will be reported to local law enforcement and child services as required by law.

Students are also prohibited from using a PCD to capture, record, and/or transmit test information or any other information in a manner constituting fraud, theft, cheating, or academic dishonesty. Likewise, students are prohibited from using PCDs to receive such information.

Possession of a PCD by a student at school during school hours and/or during extra-curricular activities is a privilege that may be forfeited by any student who fails to abide by the terms of this policy, or otherwise abuses this privilege.

Violations of this policy may result in disciplinary action and/or confiscation of the PCD. The building principal will also refer the matter to law enforcement or child services if the violation involves an illegal activity (e.g., child pornography, sexting). Discipline will be imposed on an escalating scale ranging from a warning to an expulsion based on the number of previous violations and/or the nature of or circumstances surrounding a particular violation. If the PCD is confiscated, it will be released/returned to the student's parent/guardian after the student complies with any other disciplinary consequences that are imposed, unless the violation involves potentially illegal activity in which case the PCD may be turned-over to law enforcement. A confiscated device will be marked in a removable manner with the student's name and held in a secure location in the building's central office until it is retrieved by the parent/guardian or turned-over to law enforcement. School officials

will not search or otherwise tamper with PCDs in District custody unless they reasonably suspect that the search is required to discover evidence of a violation of the law or other school rules. Any search will be conducted in accordance with Policy 5771 – Search and Seizure. If multiple offenses occur, a student may lose his/her privilege to bring a PCD to school for a designated length of time or on a permanent basis.

A person who discovers a student using a PCD in violation of this policy is required to report the violation to the building principal.

Students are personally and solely responsible for the care and security of their PCDs. The Board assumes no responsibility for theft, loss, or damage to, or misuse or unauthorized use of, PCDs brought onto its property.

Parents/Guardians are advised that the best way to get in touch with their child during the school day is by calling the school office.

Students may use school phones to contact parents/guardians during the school day.

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PROFESSIONAL STAFF  
3220STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System (“OTES”) model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the ECTA and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing OTES Evaluation Committee, with continuing participation by District teachers represented by the ECTA for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

**Definitions**

**“OTES”** - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

**“Teacher”** – For purposes of this policy, “teacher” means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the ECTA.

**The Superintendent, Treasurer, and any “other administrator” as defined by R.C. 3319.02 are not subject to evaluation under this policy**

**“Credentialed Evaluator”** - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

**“Core Subject Area”** – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

**“Student Growth”** – for the purpose of the District’s evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

**“Student Learning Objectives” (“SLOs”)** - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

**“Shared Attribution Measures”** – student growth measures that can be attributed to a group.

**“Value-Added”** – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on State issued standardized assessments.

**“Vendor Assessment”** – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry

certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

### **Standards-Based Teacher Evaluation**

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- A. accomplished;
- B. skilled;
- C. developing; or
- D. ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

### **Assessment of Teacher Performance**

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, which will comprise fifty-percent (50%) of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- A. understanding student learning and development and respecting the diversity of the students they teach;
- B. understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;
- F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- G. assuming responsibility for professional growth, performance and involvement.

### **Formal Observation and Classroom Walkthrough Sequence**

- A. All instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year. Formal observations shall be at least thirty (30) minutes in duration.
- B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.

A teacher who has attained a teacher effectiveness rating of “Skilled” on the final summative rating will not be evaluated the following year, so long as the teacher’s student academic growth measure, for the most recent school year for which data is available, is average or higher.

A teacher who receives a rating of “Accomplished” on his/her most recent evaluation may be evaluated every three (3) years, as long as the teacher’s academic growth measure for the most recent year for which data is available, is average or higher. If the determination is made to evaluate every three (3) years, the teacher will nevertheless be provided with least one (1) observation and post conference in any year that such teacher is not formally evaluated. .

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education’s OTES “Teacher Performance



Evaluation Rubric” for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a “Self-Assessment,” utilizing the Self Assessment Summary Tool set forth herein as “Teacher Evaluation Form.”

### **Formal Observation Procedure**

- A. The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. ~~The second observation may be unannounced.~~
- B. A post-observation conference shall be held after each formal observation.

### **Informal Observation/Classroom Walkthrough Procedure**

- A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- B. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.
- C. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

### **Assessment of Student Growth**

In determining student growth measures, the Board adopts the Ohio Department of Education’s Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences (excused or unexcused) for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher’s evaluation, depending upon the instructor involved:

- A1. Teachers instructing in value-added subjects exclusively<sup>1</sup>;
- A2. Teachers instructing in value-added courses, but not exclusively<sup>2</sup>;

**OR**

- B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.<sup>3</sup>

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix of the “District Student Growth Measurement Index.” Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher’s schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the “District Student Growth Measurement Index.”

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<sup>1</sup> If a teacher’s schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than twenty-five (25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e., fifty percent (50%)) shall be based on the value-added progress dimension.

<sup>2</sup>For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher’s schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher’s schedule.

<sup>3</sup> If used, only one (1) “shared attribution” measure can be utilized per instructor.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the “District Student Growth Measurement Index.” Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO’s are developed or revised, the process will include consultation with teachers employed by the Board. The Board’s process for creating and revising SLO’s is set forth in the Appendix of the “District OTES Student Growth Measures Manual.”

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- A. above
- B. expected
- C. below

### **Final Evaluation Procedures**

Each teacher’s performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

### **Professional Growth Plans and Professional Improvement Plans**

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the “Teacher Evaluation Form.”

- B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form."
- C. Teachers whose performance rating indicates below expected levels of student growth or whose teacher performance rating is "Ineffective", will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form." In the event that the teacher and the evaluator cannot agree on the goals of the Professional Improvement Plan, the evaluator shall implement an improvement plan no later than October 15th of the school year.

### **Core Subject Teachers - Testing for Content Knowledge**

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- A. failing to complete all required written examinations under this section;
- B. a failing score on a written examination(s) taken pursuant to this section;
- C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

### **Board Professional Development Plan**

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

### **Retention and Promotion Decisions/Removal of Poorly Performing Teachers**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

**“Retention”** for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

**“Promotion”** as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

**“Poorly Performing Teachers”** refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

**“Comparable Evaluations”** Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of “Ineffective,” “Developing,” “Skilled,” and “Accomplished.”

### **Removal of Poorly Performing Teachers**

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the ECTA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the ECTA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher’s summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226

R.C. 3319.26, 3319.58, 3333.0411

A.C. 3301-35-03(A)

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**Memorandum of Understanding (MOU)  
For the Emergency Management Services  
Between  
The Eaton Community School District  
And The Eaton Church of the Brethren  
(Effective October, 2015)**

This memorandum of understanding is made and entered into between the **Eaton Community School District (ECSD)** and the **Eaton Church of the Brethren (ECOB)**.

**WHEREAS**, the ECSD is required to enter into Memorandums of Understanding with local governmental, non-governmental, and/or private agencies pursuant to specified state requirements for the Crisis Management Plan and;

**WHEREAS**, during a crisis, students and staff of the ECSD may need to be relocated for safety reasons and/or reunification purposes.

**WHEREAS**, the ECOB will permit the ECSD to use the church(s) to provide temporary shelter to students, staff and parents/guardians in the event of a crisis and/or natural disaster during school days.

The parties hereto mutually desire to reach an understanding that will result in making the services and equipment available to the ECSD for the aforementioned use. Now, therefore, it is mutually agreed between the parties as follows:

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

The Eaton Church of the Brethren agrees to allow use of the following building(s) and/or services and equipment to assist the Eaton Community School District in emergency response efforts during an emergency event/disaster at any of the facilities owned and operated by ECSD:

1. If available, the ECOB will allow use of the church property located at 813 Camden Road, Eaton, Ohio, as a reunification point for students and parents/guardians and as an emergency evacuation site for students and staff during a crisis. If the Church is unavailable ECSD will be permitted to use the church property located at 1407 N. Barron Street, Eaton, Ohio, if available.
2. Crisis situation that may require the use of facilities include, but are not limited to, active shooter, bomb threat, building damage, chemical or hazardous materials spill, explosion, fire, flood, intruder/hostage, severe weather, loss of electricity for extended days, and terrorism.
3. Pre-planned events scheduled by the ECOB will supersede the use of the facilities by the ECSD.

7. This MOU shall commence on Oct 9, 2015 and continue in effect for 12 months. This MOU shall automatically renew unless canceled or modified by either party.
8. Either party may cancel or modify this MOU by giving thirty (30) days prior written notice to the other party.

Dan Denlinger  
Sr. Pastor  
The Eaton Church of the Brethren

Barbara Curry  
Superintendent  
Eaton Community Schools



**Memorandum of Understanding (MOU)  
For the Emergency Management Services  
Between  
The Eaton Community School District  
And The Preble County Fair Board  
(Effective ~~Oct~~ Oct 21, 2015)**

This memorandum of understanding is made and entered into between the **Eaton Community School District (ECSD)** and the **Preble County Fair Board (PCFB)**.

**WHEREAS**, the ECSD is required to enter into Memorandums of Understanding with local governmental, non-governmental, and/or private agencies pursuant to specified state requirements for the Crisis Management Plan and;

**WHEREAS**, during a crisis, students and staff of the ECSD may need to be relocated for safety reasons and/or reunification purposes.

**WHEREAS**, the PCFB will permit the ECSD to use the fairgrounds and its facilities to provide temporary shelter to students, staff and parents/guardians in the event of a crisis and/or natural disaster during school days.

The parties hereto mutually desire to reach an understanding that will result in making the buildings and grounds of the Fairgrounds available to the ECSD for the aforementioned use. Now, therefore, it is mutually agreed between the parties as follows.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

The Preble County Fair Board agrees to allow use of the following building(s) and/or services and equipment to assist the Eaton Community School District in emergency response efforts during an emergency event/disaster at any of the facilities owned and operated by the Eaton Community School District:

1. If available, the PCFB will allow use of all buildings and grounds located at 722 South Franklin Street, Eaton, Ohio, as a reunification point for students and parents/guardians and as an emergency evacuation site for students and staff during a crisis.
2. A crisis situation that may require the use of facilities include, but are not limited to, active shooter, bomb threat, building damage, chemical or hazardous materials spill, explosion, fire, flood, intruder/hostage, severe weather, terrorism,
3. Pre-planned events scheduled by the PCFB will supersede the use of the facilities by the ECSD.
4. The ECSD may require/request the assistance of government agencies including but not limited to, the Eaton Police Department, the Preble County Sheriff's Department and the

Eaton Fire and EMS. The PCFB recognizes that government agencies may be using the facilities when assisting the ECSD.

5. Reasonable costs associated with utilities, personnel and supplies, which would not have been incurred but for the ECSD's use of the facilities, will be reimbursed to PCFB. The PCFB must submit any request for reimbursement to the ECSD within sixty (60) days after the use of the facility and must include supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates, rate of pay, and hours worked.
6. All loss, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of either party pursuant to this agreement shall be the responsibility of the respective parties as such liabilities may be determined by a court of law or pursuant to any other appropriate procedure. Notwithstanding, neither party waives immunities under the Law.
7. This MOU shall commence on Oct 21, 2015 and continue in effect for 12 months. This MOU shall automatically renew unless canceled or modified by either party.
8. Either party may cancel or modify this MOU by giving thirty (30) days prior written notice to the other party.

Rodney R Mann      Oct 21, 2015  
 Rodney Mann                      Date  
 President  
 Preble County Fair Board

\_\_\_\_\_  
 Barbara Curry                      Date  
 Superintendent  
 Eaton Community Schools

**SATELLITE PROGRAM AGREEMENT BETWEEN  
THE MIAMI VALLEY CAREER TECHNOLOGY CENTER (MVCTC) AND THE EATON  
COMMUNITY SCHOOL DISTRICT**

The purpose of this agreement is to establish program requirements, conditions, and procedures for a close working relationship between the Eaton Community School District and MVCTC in order to implement a well-coordinated career-technical education program in the associate school district. To create and operate a **PROJECT LEAD THE WAY (PLTW) MIDDLE SCHOOL SATELLITE PROGRAM** within the EATON COMMUNITY SCHOOL DISTRICT beginning in the 2016-2017 school year, both MVCTC and the Eaton Community School District agree to the following conditions.

**MVCTC will:**

- 1) Employ a qualified instructor that meets Ohio Department of Education qualifications for program and funding requirements. This instructor will be hired for a sufficient amount of days to meet the associate school calendar.
- 2) Purchase lab, classroom equipment and instructional materials to meet State and MVCTC approved program curriculum and identified program outcomes and criteria.
- 3) Provide on-going program and instructor supervision.
- 4) Support and maintain all equipment, hardware and software provided by MVCTC that is used in the program.
- 5) Establish and provide a budget for each program for supplies and for professional development.
- 6) Purchase instructional materials to meet the needs of the students and the identified program outcomes and criteria.
- 7) Provide consistent communication with the building principal regarding the program and the instructor.
- 8) Evaluate the instructor of the satellite program after soliciting input from the building administration prior to the process.
- 9) Provide the leadership for the Entry Year Program customizing as necessary to meet needs of the associate school.
- 10) Work cooperatively with the associate school to resolve any student issue which may be in violation of program guidelines and/or board policy.
- 11) Reimburse Eaton Community Schools for the cost of any substitute teacher utilized in the satellite program at the Eaton Community Schools' Negotiated Board adopted rate for day-to-day substitute teachers. If Eaton Community Schools' Negotiated Agreement contains a different pay rate for their full-time certified staff, who are utilized as a substitute in the satellite program, MVCTC will only be obligated to reimburse the cost of the substitute at the rate for the day-to-day substitute teacher. If a substitute is to serve on a long-term basis in the satellite program, the requirements of Ohio Revised Code 3319.10 will be implemented.

- 15) Notify the MVCTC program supervisor if any disciplinary action is needed related to the instructor.
- 16) Notify the MVCTC program supervisor to write the program description that is to be included in the school's printed materials.
- 17) Provide work space for traveling teachers with Internet connectivity, consistent with associate district teachers' access.
- 18) Provide materials and equipment for any class/program assigned to a MVCTC teacher that is "outside" of the career technical programming -- this assignment must be approved by the MVCTC program supervisor prior to scheduling.
- 19) Be responsible for collection of student membership fees for the Career Technical Student Organization (CTSO) related to the program, if so applicable.
- 20) Be responsible for depositing the funds into an Eaton Community School District student activity account. Membership fees will be expended from the appropriate student activity budget account as needed.
- 21) Ensure all computer/technology equipment is connected to the school's computer network with access to the Internet, consistent with the associate district teachers' access.
- 22) Work cooperatively with MVCTC to resolve any student issue which may be in violation of program guidelines and/or board policy.

This agreement will remain in force for the ***Project Lead the Way (PTLW) Middle School Satellite Program*** within the ***Eaton Community School District*** in accordance with the above criteria.

\_\_\_\_\_  
Superintendent – MVCTC Date

\_\_\_\_\_  
Treasurer – MVCTC Date

\_\_\_\_\_  
Superintendent – Eaton Community School District Date

\_\_\_\_\_  
Treasurer – Eaton Community School District Date