

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary School Cafeteria**  
**September 14, 2020**  
**6:00 p.m.**

**I. Opening of the Meeting**

**A. Call to order** – President

**B. Roll Call**

E. Beeghly \_\_\_\_\_ D. Durham \_\_\_\_\_ B. Myers \_\_\_\_\_ L. Noble \_\_\_\_\_ T. Parks \_\_\_\_\_

**C. Pledge of Allegiance**

**D. Recognition of Visitors**

There have been no requests for visitors.

**E. Executive Session**

To consider the employment of a public employee or official.

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

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

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

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

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

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

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

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

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

1. Approve minutes of the August 10, 2020 Regular Board Meeting.
2. Submission of Warrants.
3. Submission of Financial Report.
4. Submission of Investment Report.
5. Approve creation of Mental Health Grant 015-9221.
6. Approve creation of BroadbandOhio Connectivity Grant 510-9921.
7. Approve creation of Expanding Opportunities Grant 572-9321.
8. August 31, 2020 advance of \$10,751.50 from 001 0000 General Fund to 507 9221 ESSER FY21.
9. August 31, 2020 advance of \$4,090.00 from 001 0000 General Fund to 510 9221 CRA FY21.
10. August 31, 2020 advance of \$28,712.60 from 001 0000 General Fund to 516 9221 Title IIB FY21.
11. August 31, 2020 advance of \$33,633.56 from 001 0000 General Fund to 572 9221 Title I FY21.
12. August 31, 2020 advance of \$6,250.00 from 001 0000 General Fund to 572 9321 Expanding Opportunities Grant FY21.
13. August 31, 2020 advance of \$870.80 from 001 0000 General Fund to 587 9221 Preschool Special Education FY21.
14. August 31, 2020 advance of \$24,214.70 from 001 0000 General Fund to 599 9221 Title IV-A FY21.
15. Approve FY21 Amended Appropriations.
16. Approve transfer of \$367,074.92 from 001-0000 to 001-9413 Set Aside Instructional Material.
17. Approve transfer of \$367,074.92 from 001-0000 to 001-9414 Set Aside Capital Improvements.
18. Approve transfer of \$12,500.00 from 001-9414 to 003-9903.
19. Approve transfer of \$31,000.00 from 001-9414 to 003-9904 Field Improvements.
20. Approve moving Cindy Wassom to Masters on the pay scale retroactive to August 18, 2020.
21. Approve then and now purchase order to Outdoor Enterprise for \$4,318 for August 20, 2020 change order. This change order for the tennis court project is 100% privately funded.

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

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

**III. Reports**

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

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

**C. Superintendent Report** – Jeff Parker

**D. Other Reports**

**IV. Old Business**

**V. New Business**

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

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

**A. Retirement & Resignation**

The Administration recommends approval of the following retirement.

1. Barbara Hipsher, Budgetary Clerk, resignation effective September 30, 2020.
2. Linda Laufer, Teacher, resignation for the purpose of retirement, effective September 2, 2020.

**B. Employment – Certified Staff – Mentors**

The Administration recommends Molly Hurd as a Mentor for the 2020-2021 school year, to be paid \$900.00 for supporting two (2) second year resident educators. Molly has received the required state training.

**C. Employment Classified Staff**

The Administration recommends the employment of the following personnel for the 2020-2021 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. Daphne Durham, Educational Aide, retroactive to August 18, 2020.
2. Kacey Sullivan, Clinic Nurse, Registered Nurse, effective September 17, 2020.
3. Kaleb Wilson, Custodian, retroactive to August 12, 2020.

**D. Employment – Certificated Staff – Long Term Substitute Teachers**

The Administration recommends approval of the following long-term substitute teachers for the 2020-2021 school year. Employment contingent upon completion of all local and state requirements, including but not limited to background checks and appropriate license. Salary and duties per Board Policy and Administration Rules and Regulations with no fringe benefits.

1. Hannah (King) Myers, Long Term Substitute Intervention Specialist at East Elementary, during the first semester of the 2020-2021 school year, retroactive to August 18, 2020.
2. Mark Silvers, Long Term Substitute Math Teacher at Eaton High School, during the first semester of the 2020-2021 school year, retroactive to August 18, 2020.
3. Jesse Warner, Long Term Substitute 1<sup>st</sup> Grade Teacher at East Elementary, during the first semester of the 2020-2021 school year, retroactive to August 18, 2020.

**E. 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 2020-2021 school year, as certified by the Preble County Educational Service Center.

1. Daniel Bell
2. Katelyn Buckler
3. Angelique Burns-Barrett
4. Samantha Chrismer
5. Keith Cooley
6. Sarah Degrasse
7. Douglas Dunham, retroactive to August 18, 2020
8. Janette Hamilton-Sosa
9. Mary Larew
10. Tiffany Marit, retroactive to August 18, 2020
11. Daryl Michael
12. Steven Moore
13. Nicole Muller
14. Nicole Newport
15. Heather Norton
16. Mark Silvers, retroactive to August 18, 2020
17. James Sims
18. Kelly Smith
19. Henry “Darrell” Wilson

**F. Employment – Non-Certificated Substitutes**

The Administration recommends employment of the following personnel for the 2020-2021 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy, and Administrative Rules and Regulations with no fringe benefits.

1. Christina Campbell, Substitute Custodian
2. Stacey Elliott, Substitute Custodian
3. Stephanie Lewis, Substitute RN, retroactive to August 24, 2020
4. Betty Sams, Substitute Cafeteria Worker
5. Vivian Shafer, Substitute Custodian
6. Joy Shockley, Substitute Cafeteria Worker



### **G. Amend Salary Schedule for Exempt Employees**

The Administration recommends approval to amend the Salary Schedule for Exempt Non-Bargaining Classified Staff as presented by the Treasurer, effective October 1, 2020.

### **H. Memorandum of Understanding – Administrative Registered Nurse**

The Administration recommends approval of the MOU between the Eaton Board of Education and the Eaton Classroom Teachers Association.

This Memorandum of Understanding is made and entered into by and between the Eaton Community School District Board of Education (the "Board") and the Eaton Classroom Teachers Association (the "Association").

**WHEREAS**, the Board and the Association are parties to a Negotiated Agreement having a term of July 1, 2020 through June 30, 2021 (the "Agreement"); and

**WHEREAS**, the Board and the Association agree that the position of school nurse is included in the bargaining unit of the Association; and

**WHEREAS**, the Board and the Association desire to address a concern regarding hiring for the bargaining unit position of school nurse;

**THEREFORE**, the Board and the Association agree as follows, effective upon the date of ratification by the parties, through June 30, 2021:

1. The Board and the Association agree that, for the 2020-2021 school year, the Board may employ as an Registered Nurse Administrative. In that role the employee will complete some of the duties typically performed by a licensed school nurse. The Registered Nurse Administrative must complete his/her Bachelor of Science in Nursing degree in order to apply for the license of school nurse from the Ohio Department of Education. Once the license is issued, the employee will be eligible to fill the school nurse position, which is a bargaining unit position.
2. The position of school nurse remains in the bargaining unit. The position of Registered Nurse Administrative will not replace the position of school nurse.
3. All other provisions of the Agreement currently in effect between the Parties hereto not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the Agreement and no other agreements shall serve to alter the provisions of the Agreement unless agreed to, in writing, between the parties hereto.

### **I. Create and Post – Administrative Position**

The Administration recommends creating and posting the following administrative position for the 2020-2021 school year. Salary and benefits to be paid in accordance with board policy and administrative guidelines.

1. Administrative Registered Nurse

**J. Approval of Job Description –Registered Nurse Administrative**

The Administration recommends approval of the Registered Nurse Administrative job description (Attachment A)

**K. Amend Resolution 1920-073 – Employment – Certificated Staff**

The Administration recommends approval to amend resolution 1920-073, to reflect the employment of Hannah King, Teacher, effective October 5, 2020.

**L. Amend Resolution #1920-077 – Employment – Temporary Summer Help**

The Administration recommends approval to amend resolution #1920-077, to extend the employment of James Beshears as a Temporary Summer Transportation Helper, at a rate of \$13.75 per hour, as needed through December 31, 2020.

**M. Volunteers**

The Administration recommends approval of the following volunteers for the 2020-2021 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Jon Dodson, Volunteer Girls Soccer Coach

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

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

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

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

**N. Board Policy Updates – First Reading**

The Administration recommends the first reading of Policy 3220 – OTES 2.0 – Standards-Based Teacher Evaluation, as per the Ohio Department of Education requirements, with implementation occurring at the start of the 2021-2022 school year (Attachment B).

**O. Board Policy Updates – Second Reading and Adoption**

The Administration recommends the second reading and adoption of the following new board policy (Attachment C).

1. Policy 2266 – Nondiscrimination on the Basis of Sex District Programs or Activities.

**P. Contract for Professional Services with the Preble County Educational Service Center**

The Administration recommends approval of an agreement with the Preble County Educational Service Center to provide three (3) contracted educational para professionals during the 2020-2021 school year to assist teachers in providing students with academic instruction and intervention, retroactive to August 31, 2020.

**Q. Memorandum of Understanding – Preble County Mental Health and Recovery Board**

The Administration recommends approval of the Memorandum of Understanding between the Preble County Mental Health and Recovery Board and the Eaton Community School to provide services (Attachment D).

**R. Obsolete Items**

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

1. Office Chair, tag number 13505, Eaton High School
2. Office Chair, tag number 13509, Eaton High School
3. Portable Wireless Amplifier, tag number 11309, Eaton High School
4. One Case of Headsets, tag number 02983, Eaton High School
5. One Case of Headsets, tag number 02996, Eaton High School
6. Zip Drive, tag number 10808, Eaton High School
7. Memorex portable DC/cassette/radio player, Tag number 11293, Bruce Elementary
8. Hitachi cassette recorder, tag number 00818, Bruce Elementary
9. EIKI cassette recorder, tag number 07456, Bruce Elementary
10. One 32" Institutional Monitor, model number PS1132C101, tag number 010688, East Elementary.
11. One DVD/CD/Video player, tag number 010689, East Elementary
12. 2000 Blue Bird TC2000, Model TCFE, VIN 1BAAHCPA1YF093739, district tag number 04292, to be traded in toward the purchase of a new bus at a value of \$1,500.00.

## **S. Donation**

The Administration recommends acceptance of the following donations.

1. From Cornerstone Grace Church, School Supplies, to East Elementary students.
2. From Dr. Marvin Horton, Special Education Supplies, to the Special Education Department.

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

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

## **T. Executive Session (if necessary)**

To discuss: \_\_\_\_\_

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

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

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

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

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

## **VI. Adjournment**

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

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

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

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

**Upcoming Meeting**

Meeting: Regular Board Meeting  
Date/Time: October 19, 2020 – 6:00 p.m.  
Location: East Elementary School

9/2020

**JOB DESCRIPTION**

*Eaton Community Schools  
An Equal Opportunity Employer*

Title: Registered Nurse Administrative  
Reports to: Superintendent or Designee  
Employment Status: Full Time  
FLSA Status: Non-Exempt

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**QUALIFICATIONS:**

1. Hold a valid driver's license
2. Be twenty-one years of age or older
3. Associates Degree or higher required
4. Possess high moral character
5. Possess a regular and predictable attendance record, without tardiness.
6. Demonstrate a sincere desire to aid all students and interact with a positive attitude.
7. Have ability to maintain a high level of ethical behavior and confidentiality of information about students.
8. Possess a knowledge of or experience with handicapped students and/or sincere desire and ability to learn about working with the handicapped children
9. Be able to obtain proper Ohio certification.
10. Must possess a valid license to practice as a Registered Nurse (RN) in the State of Ohio.
11. Two years of experience as an RN, preferably in Public School Health Clinics, Pediatrics, Public Health or ICU.
12. Submit fingerprint impressions for investigation by the Bureau of Criminal Identification and Investigation and/or Federal Bureau of Investigation and meet employment requirements as a result of the investigation.
13. Possess good vision, hearing, speech, and mobility skills; high moral character for effective supervision of students K-12; possess a regular and predictable attendance record, without tardiness.
14. Be willing to participate in a training program at the beginning of employment, if requested.
15. Possess ability to work with pupils and teachers, positively, effectively, and energetically.
16. Possess strong organizational skills with daily schedule, paperwork, filing required reports with outside agencies, following strict timelines, etc.
17. Possess strong computer and technology skills.
18. Have ability to perform job responsibilities with limited supervision.
19. Demonstrate a sincere desire to aid all students and interact with a positive attitude.
20. Have ability to maintain a high level of ethical behavior and confidentiality of information about students.
21. Must be CPR/First Aid certified.

**GENERAL DESCRIPTION:**

Under general supervision is responsible for overseeing the students' health care needs within the confines of the educational setting and within the employee's scope of practice.

**ESSENTIAL FUNCTIONS:**

1. Is responsible for maintaining, checking and updating all student health records and reviewing emergency medical forms.
2. Communicates to teaching staff known student health problems
3. Reports to parents, school personnel, physicians, clinics, and other agencies on school medical matters including abuse and neglect to appropriate agencies.
4. Completes all reports on health programs and health-related activities.
5. Conducts and/or properly schedules school health services, including kindergarten screening and tests for hearing, vision, and scoliosis. Will coordinate if screenings are performed by a public health agency, licensed professional and/or clinic nurses. Assists with referrals for follow up evaluation when needed as required by Ohio law and school board policies.
6. Follows-up referrals of students as required.
7. Provides emergency treatment of illness and/or injury when requested.
8. Evaluates health program yearly or when requested.
9. Participates in parent/teacher conferences as necessary.
10. Screens students for communicable and nuisance diseases and recommends exclusion from school when appropriate.
11. Is responsible for maintaining an adequate supply of first aid materials in school clinics and supervises their proper use.
12. Makes proper referrals for care of students to available resource agencies, specialists or other appropriate individuals, as licensing permits.
13. Administers medications to students requiring such medication.
14. Administers first aid, when necessary; notifies parents as required.
15. Treats ill students; notifies parents when necessary.
16. Provides medically prescribed interventions, including medication administration (based on state regulations), and provides care to ill children on a daily basis, including first aid to injured students and staff.
17. Monitors immunization status of all students and recommends exclusion from school when requirements are not met.
18. Demonstrates regular and predictable attendance.
19. Maintains required certificate(s)
20. Maintains valid Ohio driver's license.
21. In cooperation with administration, administers/facilitates compliance with federal and state requirements pertaining to the health and safety of all staff.
22. Develops emergency action plans, individualized health care plans, or provides input for IEP or 504 based on a student's chronic or acute medical condition.
23. Acts as a liaison between the school and community agencies.
24. Attends staff, professional, and interagency meetings as required.
25. Maintains comprehensive school health records, including insuring that a detailed clinic log of all students who report to the clinic.
26. Initiates and files accident reports and/or insures accident reports are filed in a timely, accurate manner by each clinic nurse.
27. Assists with pre-school registration and interprets health requirements.
28. Assists the Clinic Nurses in the development of individualized student health care plans.

29. Attends to the needs of students identified as health impaired.
30. Oversees and insures that all Emergency Forms are Reviewed, updated, copied and filed.
31. Assists the Clinic Nurses or the student in the catheterization process.
32. Assists in restroom needs and assures proper sanitation.
33. Assists students in transferring to and from wheelchairs.
34. Provides assistance to sick and injured students. Evaluates symptoms and administers first aid, dispenses medication, tube feeding, suctioning, catheterization, and other assistance services.
35. Communicates information only when required to protect a student's health and/or well-being.
36. Provides close supervision and takes reasonable precautions to ensure student safety. Does not leave students unsupervised.
37. Ensures that medical equipment is operational and available for use as needed.
38. Prepares and/or assists offices for summer recess and beginning of term (e.g., cleans, packs, unpacks and arranges equipment, etc.)
39. Performs duties as assigned by the Superintendent or his/her designee.

**OTHER DUTIES AND RESPONSIBILITIES:**

1. Demonstrates positive relationship with students and staff.
2. Establishes, as fully as possible, a supportive relationship with students.
3. Visits student homes when necessary.
4. Participates in in-service training programs and initiates and/or conducts in-service meetings for staff.
5. Assists teachers in the instruction of health policies.
6. Provides information and resource material for staff and students.
7. Attends in-services, workshops, seminars and professional conferences as requested.
8. Serves on educational related committees.
9. Provides reasonable precautions to protect material, equipment and facilities.
10. Participates in co-curricular and school community activities, i.e., open houses, building and district committees.
11. Maintains safety precautions at all times for students, staff, and parents.
12. Performs other duties as required by supervisor

**ADDITIONAL DUTIES ASSIGNED ONLY TO A REGISTERED NURSE (RN)**

1. Delegates nursing tasks to designated staff in accordance with Ohio's Nurse Practice Act, documents and maintains records of clinical training.
2. Utilizes professional knowledge and skills to personally assess or gather information from school staff to evaluate the signs and symptoms of student illness or injury, provides or recommends appropriate nursing interventions, and refers staff or students for medical or dental follow-up.
3. Assists school nurse in preparing student individual health care plans, and as requested attends 504/IEP meetings for student with medical health care needs.
4. Participates in the medical evaluation and school management of special education and medically fragile students.
5. Follows State, County and City Health Department guidelines for control and management of communicable diseases in consultation with the District Physician as needed.
6. Assists School Nurse in providing medication training to medically unlicensed staff.



**CONDUCT:**

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

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

**KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of: Board policies and procedures

Skills in: Use of computer and programs

Ability to:

- Interpret policies, rules and regulations
- Maintain records, communicate effectively
- Complete required reports.
- Lift 50 - 150 pounds
- Lifts, carries, and/or positions children
- Lifts, carries, and/or moves medical supplies and equipment
- Perform activities that may require stooping, kneeling, and/or crouching.

**EQUIPMENT OPERATED:**

Computer, copier, necessary medical equipment.

**ADDITIONAL WORKING CONDITIONS:**

- Occasional exposure to severe weather conditions and seasonal temperature extremes.
- Duties may require considerable telephone contact and paperwork.
- Potential for exposure to blood borne pathogens and communicable diseases.
- Duties require dispensing medications and exposure to personal hygiene products, cleaning solvents, and chemical vapors.
- Duties may require wearing protective clothing and/or safety equipment.
- Interaction with disruptive, unruly, and/or menacing individuals.
- Duties may require operating and/or riding in a vehicle.

**TERM OF EMPLOYMENT:**

**One hundred ninety-two (192) days annual contract. Extended service may be approved through supplemental contract at the discretion of the Board of Education.**

**PERFORMANCE EVALUATION:**

Conducted by the Superintendent or designee.

**\*Note: Legal restrictions prohibit the diagnosis and treatment of individuals beyond the evaluation of symptoms and administering first aid in emergencies. Students are referred to their parents/guardians for follow-up by a medical provider.**

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

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Superintendent or designee

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Date

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

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Employee

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Date

[Approval date: September 14, 2020]



Book	Policy Manual
Section	Policies Adopted by the Board 10.12.20
Title	OTES 2.0 - REPLACEMENT - STANDARDS-BASED TEACHER EVALUATION
Code	po3220
Status	
Adopted	October 12, 2015
Last Revised	April 9, 2018

### **3220 - STANDARDS-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 Eaton Classroom Teachers Association (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 the policy.

#### **Definitions**

**"OTES"** - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, 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.

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

**"Credentialed Evaluator"** - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. 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 (ODE) 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.**

**"High-Quality Student Data"** - means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

**"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.

**"Evaluation Cycle"** - means the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

**"Evaluation Framework"** - means the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

**"Evaluation Instruments"** - refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric".

**"Evaluation Procedure"** - refers to the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

**"Final Evaluation Rating"** - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle.

#### **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 upon teacher performance, student growth, and other locally determined criteria.

Each teacher evaluation will result in an evaluation 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 Ohio Department of Education (ODE) 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. The Board will utilize the ODE's guidelines for reporting this information.

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year.

The Board may elect not to evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

The Board may elect not to evaluate a teacher who is participating in the Ohio teacher Resident Educator program in the year during which the teacher takes at least half of the performance-based assessment as prescribed by the State Board of Education for the first time.

### **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 be placed on a professional improvement plan as follows:

- A. A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan and may choose his/her their credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.
- B. A teacher whose final holistic rating is "skilled" 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 determined by the District.
- C. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.
- D. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by the District.
- E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.
- F. The District administration has discretion to place a teacher on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher.

### **Board Professional Development Plan**

In accordance with the Ohio State Board of Education's State-wide 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.

### **Assessment of Teacher Performance**

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to determine the teacher's evaluation rating and 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, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels an;
- B. knowing and understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessments 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 student learning and achievement for all students;
- 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 and performance as an individual and as a member of a learning community.

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

- A. A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator.

The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator." Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

- B. A teacher new to the District or any teacher on a limited contract who is under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic (at least two (2)) classroom walkthroughs.

A teacher who has been granted a continuing contract by the Board and

who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

The Board may evaluate each teacher who has been granted a continuing contract by the Board and who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. Teachers will be provided with at 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, 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.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self Assessment Summary Tool.

#### **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 will be unannounced.
- B. A post-observation conference shall be held after each formal observation.

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

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.

Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

A walkthrough shall consist of at least ten (10) consecutive minutes, but not more than thirty (30) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough will inform the final evaluation.

Feedback from a walkthrough shall be provided after the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

#### **Use of High-Quality Student Data**

At least two measures of high-quality student data will be used as evidence of student learning. The teacher will select student data that will be used in consultation with the evaluator, and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

- A. aligns to learning standards
- B. measures what is intended to be measured
- C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught
- D. demonstrates evidence of student learning (achievement and/or growth)
- E. follows protocols for administration and scoring
- F. provides trustworthy results; and
- G. is fair and unbiased

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

- A. critically analyze and reflect upon results to support improvement and enhancement of student learning
- B. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class
- C. inform and adapt instruction to meet student needs; and
- D. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

In addition to value-added data, the superintendent may select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

Annually, the Superintendent, or designee, shall develop a list of approved high-quality student data in consultation with experts in the field of education and with members of the District's teaching staff.

For the purpose of selecting high-quality student data, the Board defines the term "expert" to include members of the District's administrative team, credentialed evaluators, as well as employees or consultants hired by the educational service center, or another private or public entity to provide expertise on student growth and learning;

### **Final Evaluation Procedures**

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The teacher will confirm receipt of the same.

### **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 holistic rating.

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Legal	R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114, 3319.22, 3319.222
	R.C. 3319.223, 3319.226, 3319.26, 3333.0411
	A.C. 3301-35-03(A)
	Sub. 216 (2018), H.B. 362
	H.B. 64 (2015)

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Book	Policy Manual
Section	Policies Adopted by the Board 9-14-20
Title	New NONDISCRIMINATION ON THE BASIS OF SEX IN DISTRICT PROGRAMS OR ACTIVITIES
Code	po2266
Status	

## **2266 - NONDISCRIMINATION ON THE BASIS OF SEX IN DISTRICT PROGRAMS OR ACTIVITIES**

### **Introduction**

The Board of Education of the Eaton Community School District (hereinafter referred to as "the Board" or "the District") does not discriminate on the basis of sex (including sexual orientation or gender identity), in its education programs or activities, and is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

The Board prohibits Sexual Harassment that occurs within its education programs and activities. When the District has actual knowledge of Sexual Harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, the Board is committed to eliminating Sexual Harassment and will take appropriate action when an individual is determined responsible for violating this policy. Board employees, students, third-party vendors and contractors, guests, and other members of the School District community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. The Board will provide persons who have experienced Sexual Harassment ongoing remedies as reasonably necessary to restore or preserve access to the District's education programs and activities.

### **Coverage**

This policy applies to Sexual Harassment that occurs within the District's education programs and activities and that is committed by a member of the School District community or a Third Party.

This policy does not apply to Sexual Harassment that occurs off school grounds, in a private setting, and outside the scope of the District's education programs and activities; such Sexual Misconduct/Sexual Activity may be prohibited by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws if committed by a Board employee.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the District's education programs or activities. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws if committed by a Board employee.

## Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

**Sexual Harassment:** "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:

- A. A Board employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);
- B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, **and** objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)A(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

"Sexual assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.

- 1. *Rape* is the carnal knowledge of a person (i.e., penetration, no matter how slight, of the genital or anal opening of a person), without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
- 2. Sodomy is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
- 3. Sexual Assault with an Object is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.
- 4. Fondling is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
- 5. Incest is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.
- 6. Statutory Rape is sexual intercourse with a person who is under the statutory age of consent as defined by State law.
- 7. Consent refers to words or actions that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent.
- 8. Incapacitated refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep.

D. "Domestic violence" includes felony or misdemeanor crimes of violence committed by:

1. a current or former spouse or intimate partner of the victim;
2. a person with whom the victim shares a child in common;
3. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
4. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or
5. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.

E. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

F. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

**Complainant:** "Complainant" means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.

**Respondent:** "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.

**Formal Complaint:** "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that the District investigate the allegation(s) of Sexual Harassment. At the time of filing a Formal Complaint with the District, a Complainant must be participating in or attempting to participate in the District's education program or activity. A "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal that the Board provides for this purpose) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the Formal Complaint. Where the Title IX Coordinator signs a Formal Complaint, the Title IX Coordinator is not a Complainant or a party to the Formal Complaint and must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

**Actual Knowledge:** "Actual knowledge" means notice of Sexual Harassment or allegations of Sexual Harassment to the District's Title IX Coordinator, or any District official who has authority to institute corrective measures on behalf of the Board, or any Board employee. The mere ability or obligation to report Sexual Harassment or to inform a student about how to report Sexual Harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the District. "Notice" includes, but is not limited to, a report of Sexual Harassment to the Title IX Coordinator. This standard is not met when the only District official with actual knowledge is the Respondent.

**Supportive Measures:** "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter Sexual Harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, school/campus escort services, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus (including school buildings and facilities), and other similar measures.

**Education Program or Activity:** "Education program or activity" refers to all operations of the District, including but not limited to in-person and online educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all activity that occurs on school grounds or on other property owned or occupied by the Board. It also includes locations, events and circumstances that take place off-school property/grounds over which the Board exercises substantial control over both the Respondent and the context in which the Sexual Harassment occurs.

**School District community:** "School District community" refers to students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

**Third Parties:** "Third Parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

**Inculpatory Evidence:** "Inculpatory evidence" is evidence that tends to establish a Respondent's responsibility for alleged Sexual Harassment.

**Exculpatory Evidence:** "Exculpatory evidence" is evidence that tends to clear or excuse a Respondent from allegations of Sexual Harassment.

**Day(s):** Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays),

**Eligible Student:** "Eligible Student" means a student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

#### **Title IX Coordinator(s)**

The Board designates and authorizes the following individual(s) to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

MissAnne Imhoff  
Assistant Superintendent  
306 Eaton Lewisburg Road  
Eaton, Ohio 45320  
937-456-1107  
mimhoff@eaton.k12.oh.us

Scott Couch  
High School Principal  
600 Hillcrest Drive  
Eaton, Ohio 45320  
937-456-1141  
scouch@eaton.k12.oh.us

The Title IX Coordinator shall report directly to the Superintendent. Questions about this policy should be directed to the Title IX Coordinator.

The Superintendent shall notify applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all unions or professional organizations holding collective bargaining or professional agreements with the Board of the following information:

The Board of the Eaton Community School District does not discriminate on the basis of sex in its education program or activity, and is required by Title IX and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The District's Title IX Coordinator(s) is/are:

MissAnne Imhoff  
Assistant Superintendent  
306 Eaton Lewisburg Road  
Eaton, Ohio 45320  
937-456-1107  
mimhoff@eaton.k12.oh.us

Scott Couch  
High School Principal  
600 Hillcrest Drive  
Eaton, Ohio 45320  
937-456-1141  
scouch@eaton.k12.oh.us

Any inquiries about the application of Title IX and its implementing regulations to the District may be referred to the Title IX Coordinator(s), the Assistant Secretary for the U.S. Department of Education's Office for Civil Rights, or both.

The Board has adopted a grievance process and procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process and procedures are included in Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at: **[insert the web address at which Policy 2266 can be found; or insert a hyperlink tied to the title of the policy]** The grievance process and procedures specifically address how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the District will respond.

The Superintendent shall also prominently display the Title IX Coordinator's(s') contact information – including name(s) and/or title(s), phone number(s), office address(es), and e-mail address(es) – and this policy on the District's website and in each handbook or catalog that the Board makes available to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all unions or professional organizations holding collective bargaining or professional agreements.

### **Grievance Process and Procedures**

The Board is committed to promptly and equitably resolving student and employee complaints alleging Sexual Harassment. The District's response to allegations of Sexual Harassment will treat Complainants and Respondents equitably, including providing supportive measures to the Complainant and Respondent, as appropriate, and following this Grievance Process before imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent.

The Title IX Coordinator(s), along with any investigator(s), decision-maker(s), or any person(s) designated to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If a determination of responsibility for Sexual Harassment is made against the Respondent, the Board will provide remedies to the Complainant. The remedies will be designed to restore or preserve equal access to the District's education program or activity. Potential remedies include, but are not limited to, individualized services that constitute supportive measures. Remedies may also be disciplinary or punitive in nature and may burden the Respondent.

### **Report of Sexual Discrimination/Harassment**



Any person may report sex discrimination, including Sexual Harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or Sexual Harassment), in person, by mail, by telephone, or by electronic mail, using the Title IX Coordinator's(s') contact information listed above, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. Reports may be made at any time (including during non-business hours), by using the telephone number(s) or electronic mail address(es), or by mail to the office address(es), listed for the Title IX Coordinator(s). Anonymous reports may be submitted using the online reporting form posted at [www.eaton.k12.oh.us](http://www.eaton.k12.oh.us) or directly at <https://www.publicschoolworks.com/SHL/helpLine.asp?di=251&mi=9> or the hotline reporting number 1.866.Listen2me.

Students, Board members, and Board employees are required, and other members of the School District community, and Third Parties) are encouraged, to report allegations of sex discrimination or Sexual Harassment promptly to the/a Title IX Coordinator or to any Board employee, who will in turn notify the/a Title IX Coordinator. Reports can be made orally or in writing and should be as specific as possible. The person making the report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a report involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the person making the report should submit it to the Superintendent, or another Board employee who, in turn, will notify the Superintendent of the report. The Superintendent will then serve in place of the Title IX Coordinator for purposes of addressing that report of Sexual Harassment.

The Board does business with various vendors, contractors, and other third-parties who are not students or employees of the Board. Notwithstanding any rights that a given vendor, contractor, or third-party Respondent may have under this policy, the Board retains the right to limit any vendor's, contractor's, or third-party's access to school grounds for any reason. The Board further retains all rights it enjoys by contract or law to terminate its relationship with any vendor, contractor, or third-party irrespective of any process or outcome under this policy.

A person may file criminal charges simultaneously with filing a Formal Complaint. A person does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to Title IX may be filed with the U.S. Department of Education's Office for Civil Rights at any time.

Any allegations of Sexual Misconduct/Sexual Activity not involving Sexual Harassment will be addressed through the procedures outlined in Board policies and/or administrative guidelines, the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

Because the Board is considered to have actual knowledge of Sexual Harassment or allegations of Sexual Harassment if any Board employee has such knowledge, and because the Board must take specific actions when it has notice of Sexual Harassment or allegations of Sexual Harassment, a Board employee who has independent knowledge of or receives a report involving allegations of sex discrimination and/or Sexual Harassment must immediately notify the/a Title IX Coordinator upon learning the information or receiving the report. The Board employee must also comply with mandatory reporting responsibilities pursuant to R.C. 2151.412 and Policy 8462 – Student Abuse and Neglect, if applicable. If the Board employee's knowledge is based on another individual bringing the information to the Board employee's attention and the reporting individual submitted a written complaint to the Board employee, the Board employee must provide the written complaint to the Title IX Coordinator.

If a Board employee fails to report an incident of Sexual Harassment of which the Board employee is aware in a timely manner, the Board employee may be subject to disciplinary action, up to and including termination.

When a report of Sexual Harassment is made, the Title IX Coordinator shall promptly report of Sexual Harassment) contact the Complainant (including the parent/guardian if the Complainant is under 18 years of age or under guardianship) to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the Complainant or

Respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

**Emergency Removal:** Subject to limitations and/or procedures imposed by State and/or Federal law, including the Individuals with Disabilities Education Act and/or Section 504 of the Rehabilitation Act of 1973 where applicable, the District may remove a student Respondent from its education program or activity on an emergency basis after conducting an individualized safety and risk analysis. The purposes of the individualized safety and risk analysis is to determine whether the student Respondent poses an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment that justifies removal. If the District determines the student Respondent poses such a threat, it will so notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal. See Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Student, Policy 5610.03 – Emergency Removal of Students, and Policy 5611 – Due Process Rights.

If the Respondent is a non-student employee, the District may place the Respondent on administrative leave during the pendency of the grievance process.

For all other Respondents, including other members of the School District community and Third Parties, the Board retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

#### **Formal Complaint of Sexual Harassment**

A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information set forth above. If a Formal Complaint involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the Complainant should submit the Formal Complaint to the Superintendent, who will designate another person to serve in place of the Title IX Coordinator for the limited purpose of implementing the grievance process and procedures with respect to that Formal Complaint.

When the Title IX Coordinator receives a Formal Complaint or signs a Formal Complaint, the District will follow its Grievance Process and Procedures, as set forth herein. Specifically, the District will undertake an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness.

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of Sexual Harassment or submitting a false Formal Complaint. The Board will not tolerate such conduct, which is a violation of the Student Code of Conduct

The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

#### **Timeline**

The District will seek to conclude the grievance process, within sixty (60) days of receipt of the Formal Complaint.

If the Title IX Coordinator offers informal resolution processes, the informal resolution processes may not be used by the Complainant or Respondent to unduly delay the investigation and determination of responsibility. The timeline, however, may be subject to a temporary delay of the grievance process or a limited extension for good cause with written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; and the need for language assistance or accommodation of disabilities.

Upon receipt of a Formal Complaint, the Title IX Coordinator will provide written notice of the following to the parties who are known:



- A. Notice of the Board's grievance process, including any informal resolution processes;
- B. Notice of the allegations of misconduct that potentially constitutes Sexual Harassment as defined in this policy, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident, if known. The written notice must:
  - 1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
  - 2. inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence.
  - 3. inform the parties of any provision in the Student Code of Conduct, this policy, that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during the course of the investigation, the investigator becomes aware of allegations about the Complainant or Respondent that are not included in the original notice provided to the parties, the investigator will notify the Title IX Coordinator and the Title IX Coordinator will decide whether the investigator should investigate the additional allegations; if the Title IX Coordinator decides to include the new allegations as part of the investigation, the Title IX Coordinator will provide notice of the additional allegations to the parties whose identities are known.

### **Dismissal of a Formal Complaint**

The District shall investigate the allegations in a Formal Complaint, unless the conduct alleged in the Formal Complaint:

- A. would not constitute Sexual Harassment (as defined in this policy) even if proved;
- B. did not occur in the District's education program or activity; or
- C. did not occur against a person in the United States.

If one of the preceding circumstances exist, the Title IX Coordinator shall dismiss the Formal Complaint. If the Title IX Coordinator dismisses the Formal Complaint due to one of the preceding reasons, the District may still investigate and take action with respect to such alleged misconduct pursuant to another provision of an applicable code of conduct, Board policy, and/or Employee/Administrator Handbook.

The Title IX Coordinator may dismiss a Formal Complaint, or any allegations therein, if at any time during the investigation:

- A. a Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein;
- B. the Respondent is no longer enrolled in the District or employed by the Board; or
- C. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.

If the Title IX Coordinator dismisses a Formal Complaint or allegations therein, the Title IX Coordinator must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

### **Consolidation of Formal Complaints**

The Title IX Coordinator may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of Sexual Harassment arise out of the same facts or circumstances.

Where a grievance process involves more than one Complainant or more than one Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

### **Informal Resolution Process**

Under no circumstances shall a Complainant be required as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, to waive any right to an investigation and adjudication of a Formal Complaint of Sexual Harassment. Similarly, no party shall be required to participate in an informal resolution process.

If a Formal Complaint is filed, the Title IX Coordinator may offer to the parties an informal resolution process. If the parties mutually agree to participate in the informal resolution process, the Title IX Coordinator shall designate a trained individual to facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. The informal resolution process may be used at any time prior to the decision-maker(s) reaching a determination regarding responsibility.

If the Title IX Coordinator is going to propose an informal resolution process, the Title IX Coordinator shall provide to the parties a written notice disclosing:

- A. the allegations;
- B. the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations; and
- C. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the Formal Complaint.

Before commencing the informal resolution process, the Title IX Coordinator shall obtain from the parties their voluntary, written consent to the informal resolution process.

During the pendency of the informal resolution process, the investigation and adjudication processes that would otherwise occur have stayed and all related deadlines are suspended.

The informal resolution process is not available to resolve allegations that a Board employee or another adult member of the School District community or Third Party sexually harassed a student.

### **Investigation of a Formal Complaint of Sexual Harassment**

In conducting the investigation of a Formal Complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility is on the District, not the parties.

In making the determination of responsibility, the decision-maker(s) is(are) directed to use the preponderance of the evidence standard. The decision-maker(s) is charged with considering the totality of all available evidence, from all relevant sources.

The District is not permitted to access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made

and maintained in connection with the provision of treatment to the party, unless the party provides the District with voluntary, written consent to do so; if a student party is not an Eligible Student, the District must obtain the voluntary, written consent of a parent.

Similarly, the investigator(s) and decision-maker(s) may not require, allow, rely upon or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege in writing.

As part of the investigation, the parties have the right to:

- A. present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence; and
- B. have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The District may not limit the choice or presence of an advisor for either the Complainant or Respondent in any meeting or grievance proceeding.

Board Policy 2461 – Recording of District Meetings Involving Students and/or Parents controls whether a person is allowed to audio record or video record any meeting or grievance proceeding.

Neither party shall be restricted in their ability to discuss the allegations under investigation or to gather and present relevant evidence.

The District will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate.

Both parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

Prior to completion of the investigative report, the investigator will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least ten (10) calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report.

At the conclusion of the investigation, the investigator shall create an investigative report that fairly summarizes relevant evidence and send the report to each party and the party's advisor, if any, for their review and written response. The investigator will send the investigative report in an electronic format or a hard copy, at least ten (10) calendar days prior to the decision-maker(s) issuing a determination regarding responsibility.

### **Determination of Responsibility**

The Title IX Coordinator shall appoint a decision-maker(s) to issue a determination of responsibility. The decision-maker(s) cannot be the same person(s) as the Title IX Coordinator(s) or the investigator(s).

After the investigator sends the investigative report to the parties and the decision-maker(s), and before the decision-maker(s) reaches a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

**Determination regarding responsibility:** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) must apply the preponderance of the evidence standard.

The written determination will include the following content:

- A. identification of the allegations potentially constituting Sexual Harassment pursuant to this policy;
- B. a description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, [and] methods used to gather other evidence.
- C. findings of fact supporting the determination;
- D. conclusions regarding the application of the applicable code of conduct to the facts;
- E. a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the decision-maker(s) is recommending that the District impose on the Respondent(s), and whether remedies designed to restore or preserve equal access to the District's education program or activity should be provided by the District to the Complainant(s); and
- F. the procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

The following disciplinary sanctions/consequences may be imposed on a student Respondent who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

A. Informal Discipline

- 1. writing assignments;
- 2. changing of seating or location;
- 3. pre-school, lunchtime, after-school detention;
- 4. in-school discipline;
- 5. Thursday school;

B. Formal Discipline

- 1. suspension of bus riding/transportation privileges;
- 2. removal from co-curricular and/or extra-curricular activity(ies), including athletics;
- 3. emergency removal;
- 4. suspension for up to ten (10) school days;

5. expulsion for up to eighty (80) school days or the number of school days remaining in a semester, whichever is greater;
6. expulsion for up to one (1) year;
7. permanent exclusion; and
8. any other sanction authorized by the Student Code of Conduct.

If the decision-maker(s) determines the student Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with Policy 5600 – Student Discipline, Policy 5605 – Suspension/Expulsion of Students with Disabilities, Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Students, Policy 5601.01 – Permanent Exclusion of Nondisabled Students, Policy 5610.02 – In-School Discipline, Policy 5610.03 – Emergency Removal of Students, Policy 5610.04 – Suspension of Bus Riding/Transportation Privileges, Policy 5610.05 – Prohibition from Extra-Curricular Activities, and Policy 5611 – Due Process Rights. Discipline of a student Respondent must comply with the applicable provisions of the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

The following disciplinary sanctions/consequences may be imposed on an employee Respondent who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

- A. oral or written warning;
- B. written reprimands;
- C. performance improvement plan;
- D. required counseling;
- E. required training or education;
- F. demotion;
- G. suspension with pay;
- H. suspension without pay;
- I. termination, and any other sanction authorized by any applicable Employee/Administrator Handbook and/or collective bargaining agreement.

If the decision-maker(s) determines the employee Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with applicable due process procedures, whether statutory or contractual.

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

The following disciplinary sanctions/consequences may be imposed on a non-student/non-employee member of the School District community or Third Party who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

- A. oral or written warning;
- B. suspension or termination/cancellation of the Board's contract with the third-party vendor or contractor;
- C. mandatory monitoring of the third-party while on school property and/or while working/interacting with students;
- D. restriction/prohibition on the third-party's ability to be on school property; and
- E. any combination of the same.

If the decision-maker(s) determines the third-party Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including imposition of sanctions. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so appropriate action can be taken.

The decision-maker(s) will provide the written determination to the Title IX Coordinator who will provide the written determination to the parties simultaneously.

In ultimately imposing a disciplinary sanction/consequence, the Superintendent will consider the severity of the incident, previous disciplinary violations (if any), and any mitigating circumstances.

The District's resolution of a Formal Complaint ordinarily will not be impacted by the fact that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

At any point in the grievance process and procedures, the Superintendent may involve local law enforcement and/or file criminal charges related to allegations of Sexual Harassment that involve a sexual assault.

The Title IX Coordinator is responsible for effective implementation of any remedies.

### **Appeal**

Both parties have the right to file an appeal from a determination regarding responsibility, or from the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, on the following bases:

- A. Procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);
- B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter.

Any party wishing to appeal the decision-maker(s)'s determination of responsibility, or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, must submit a written appeal to the Title IX Coordinator within three (3) days after receipt of the decision-maker(s)'s determination of responsibility or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein.

Nothing herein shall prevent the Superintendent from imposing any remedy, including disciplinary sanction, while the appeal is pending.

As to all appeals, the Title IX Coordinator will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

The decision-maker(s) for the appeal shall not be the same person(s) as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator(s).



The decision-maker(s) for the appeal shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant(s) or Respondent(s) and shall receive the same training as required of other decision-makers.

Both parties shall have a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

Specifically, the appealing party must submit with the notice of appeal a written statement challenging the determination of responsibility. The nonappealing party shall have up to three (3) days after receipt of the appealing party's written statement to submit his/her written statement in support of the determination of responsibility.

The decision-maker(s) for the appeal shall issue a written decision describing the result of the appeal and the rationale for the result. The original decision-maker(s)' determination of responsibility will stand if the appeal request is not filed in a timely manner or the appealing party fails to show clear error and/or a compelling rationale for overturning or modifying the original determination. The written decision will be provided to the Title IX Coordinator who will provide it simultaneously to both parties. The written decision will be issued within a reasonably prompt timeframe.

The determination of responsibility associated with a Formal Complaint, including any recommendations for remedies/disciplinary sanctions, becomes final when the time for filing an appeal has passed or, if an appeal is filed, at the point when the decision-maker(s) for the appeal's decision is delivered to the Complainant and the Respondent. No further review beyond the appeal is permitted.

### **Retaliation**

Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or Sexual Harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Sexual Harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of Sexual Harassment, filing a Formal Complaint, or participating in an investigation, is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

### **Confidentiality**

The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of Sexual Harassment, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the Complainant's and Respondent's receipt of the information to which they are entitled related to the investigative record and determination of responsibility).

### **Application of the First Amendment**

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment.

### **Training**

The District's Title IX Coordinator, along with any investigator(s), decision-maker(s), or person(s) designated to facilitate an informal resolution process, must receive training on:

1. the definition of Sexual Harassment (as that term is used in this policy);
2. the scope of the District's education program or activity;
3. how to conduct an investigation and grievance process that includes hearings, appeals, and informal resolution processes, as applicable;
4. how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interests, and bias;
5. issues of relevance of questions and evidence, including when questions and evidence about a Complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in this policy; and
6. issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in this policy.

All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of Formal Complaints of sexual harassment.

All Board employees will be trained concerning their legal obligations to report Sexual Harassment to the Title IX Coordinator. This training will include practical information about how to identify and report Sexual Harassment.

### **Recordkeeping**

As part of its response to alleged violations of this policy, the District shall create, and maintain for a period of seven (7) calendar years, records of any actions, including any supportive measures, taken in response to a report or Formal Complaint of Sexual Harassment. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If the District does not provide a Complainant with supportive measures, then the District will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

The District shall maintain for a period of seven (7) calendar years the following records:

- A. each Sexual Harassment investigation including any determination regarding responsibility, any disciplinary sanctions recommended and/or imposed on the Respondent(s), and any remedies provided to the Complainant(s) designed to restore or preserve equal access to the District's education program or activity
- B. any appeal and the result therefrom
- C. any informal resolution and the result therefrom, and
- D. all materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process.

The District will make its training materials publicly available on its website.

### **Outside Appointments, Dual Appointments, and Delegations**



The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy, including, but not limited to, Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Board also retains discretion to appoint two or more persons to jointly fulfill the role of Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Superintendent may delegate functions assigned to a specific Board employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor, to any suitably qualified individual and such delegation may be rescinded by the Superintendent at any time.

### **Discretion in Application**

The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific Complainant and/or Respondent.

Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right, or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time, and for any reason. The Board may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

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Legal

R.C. 3313.207/208/209, 5104  
 20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)  
 20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)  
 42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964  
 42 U.S.C. 2000d et seq.  
 42 U.S.C. 2000e et seq.  
 42 U.S.C. 1983  
 34 C.F.R. Part 106  
 OCR's Revised Sexual Harassment Guidance (2001)  
 20 U.S.C. 1092(F)(6)(A)(v)  
 34 U.S.C. 12291(a)(10)  
 34 U.S.C. 12291(a)(8)  
 34 U.S.C. 12291(a)(30)

Last Modified by Jessica Wing on August 28, 2020

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is by and between the Preble County Mental Health & Recovery Board, 225 N. Barron St., Eaton, OH 45320 (hereinafter "Board") and Eaton Community Schools, 306 Eaton Lewisburg Road, Eaton, OH 45320 (hereinafter "Community Partner").

*Whereas*, Board desires to provide funding to Community Partner for the provision of certain services and/or activities;

*Whereas*, Community Partner has agreed to and is able to provide such services and/or activities in exchange for the funding described herein;

*Whereas*, Board and Community Partner wish to set forth their respective and mutual responsibilities and obligations in regards to this funding arrangement.

*Now, therefore*, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

1. Responsibilities of the Parties
  - a. Community Partner agrees to provide the services and/or activities described in *Attachment 1*.
  - b. Community Partner agrees to comply with the Community Partner responsibilities and requirements set forth in *Attachment 1* in regards to the provision of such services and/or activities.
  - c. Community Partner shall have discretion in selecting the dates and times to perform services and/or activities under this MOU except as limited by the availability of Board's staff when it is necessary for Community Partner to coordinate efforts with such staff and as otherwise described in this MOU.
  - d. Board agrees to comply with the Board responsibilities described in *Attachment 1* in regards to the services and/or activities provided by Community Partner.
  - e. The Parties shall collaborate and communicate as necessary to accomplish the goals and objectives of this MOU.
  - f. The Parties shall ensure that their respective and mutual responsibilities are carried out in a timely manner in order to permit their completion within a reasonable timeframe.
  - g. The Parties agree to perform their respective obligations under this MOU in accordance with all applicable federal, state and local laws and requirements.
2. Financial Arrangements
  - a. Board will provide Community Partner with funding for the services and/or activities provided under this MOU according to the payment arrangements described in *Attachment 1*.

- b. Community Partner will submit invoices to Board according to the timeframes described in *Attachment 1*. Invoices shall describe the services/activities performed, the dates the services/activities were performed and how much time was dedicated on each date for the described services/activities and any additional costs incurred, as applicable.
- c. Board will pay the invoices described in this section within 45 days of the receipt of each such invoice.
- d. Invoices are to be sent to the Board at: 225 N. Barron St., Eaton, OH 45320 or sherry.hurst@pcmhrrb.org.

3. Length of MOU

The term of this MOU will begin on September 1, 2020 and end on June 30, 2021 unless terminated earlier in accordance with the termination provisions set forth in this MOU.

4. Information and Audits

Both Parties shall retain all documentation related to the provision of services/activities and funding under this MOU and make such documentation available to the other Party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.

Community Partner shall comply with the audit requirements of Board or other government oversight body.

5. Relationship of the Parties

The Parties are fully autonomous and neither Party is an agent, representative, employee or partner of the other Party. This MOU shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

6. Interests and Conflict of Interest

The Parties acknowledge that as of the signing of this MOU, neither are aware of any conflicts of interest between the Parties or in regards to the services to be provided. In the event either Party becomes aware of an issue that may be considered as a conflict of interest, such Party shall provide written notice to the other within two working days. The Parties will use reasonable and good faith efforts to obtain a mutually agreeable resolution to the issue in accordance with any and all applicable legal requirements.

7. Confidentiality

- a. Each Party agrees to protect the confidentiality of any information, learned or obtained from the other Party in the course of fulfilling the requirements of this MOU, that is considered to be confidential under applicable law, is designated as confidential by either Party or that could be reasonably perceived to be confidential due to the sensitive nature of the information and/or the circumstances surrounding how the information was obtained or disclosed. The requirements of this section shall survive the termination or expiration of this MOU.

8. Non-Discrimination

Community Partner affirms that its employees, subcontractors and any person acting on behalf of Community Partner and its subcontractors shall not discriminate in its employment practices, in any manner, on the basis of race, color, religion, sex, age, disability, genetic information, military status, national origin, or ancestry and shall provide a work-place free of discrimination and harassment.

9. Liabilities of the Parties

Each Party agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees and agents, in complying with the terms of this MOU and nothing in this MOU shall be interpreted to place any such responsibility for professional acts or omissions onto the other Party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of a Party pursuant to this MOU shall be the responsibility of that Party as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures.

10. Termination

This MOU may be terminated immediately with the mutual written consent of the Parties or by either Party with 30 days advance written notice to the other Party. A notice of termination shall state, with reasonable particularity, the terms and conditions for concluding any work in progress. Payment shall be made for any funding obligations incurred prior to the effective date of such termination.

11. Entirety of Agreement

It is acknowledged by the Parties that this MOU, together with all parts incorporated herein by reference or attachment hereto, represents the entire agreement between the Parties and supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this MOU.

12. Amendment

No change, amendment or modification of any provision of this MOU shall be valid unless set forth in a written instrument and signed by the Parties.

13. Dispute Resolution

The Parties shall employ their best efforts to resolve any disputes or disagreements regarding the subject matter of this MOU. The Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. Engaging in such negotiations to resolve such disputes or disagreements does not preclude either Party from taking any action available under applicable law to protect its rights.

14. No Third Party Beneficiaries/Assignment

Nothing express or implied in this MOU is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign or delegate its rights or obligations pursuant to this MOU without the prior written consent of the other.

15. Waiver  
Waiver by either party of any breach of any provision of this MOU, whether by conduct or otherwise, in any one or more instances, shall not be interpreted as a further or continuing waiver of such provision or as a waiver of any other provision of this MOU. The failure of either party at any time to require performance of any provision of this MOU shall in no manner affect that party's right to enforce the same at a later time.
16. Severability  
Should any portion of this MOU be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this MOU shall remain in full force and effect unless revised or terminated pursuant to the requirements of this MOU.
17. Survivability  
Rights and obligations under this MOU which by their nature should survive will remain in effect after expiration or termination of the MOU until such time as those requirements are fulfilled.

IN WITNESS WHEREOF, the Parties hereto have hereby executed this MOU as of the dates set forth below.

  
\_\_\_\_\_  
Amy Raynes, Executive Director  
Preble County Mental Health & Recovery Board

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Parker, Superintendent  
Eaton Community Schools

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

Martin P. Votel  
**PROSECUTING ATTORNEY**

BY:   
\_\_\_\_\_  
ASSISTANT PROSECUTING ATTORNEY

## Attachment 1

### 1. Responsibilities of the Parties

- a. Community Partner agrees to provide the following services and/or activities under this MOU:

Community Partner will follow their approved Action Plan that will support the expansion of prevention efforts in the school. Community Partner will accept the funding as determined by the approved plan and share information gained from the Online Self-Assessment Tool completed by Community Partner with the Board for planning purposes with the community partnership.

- b. Community Partner agrees to comply with the following responsibilities and requirements in providing such services and/or activities:
  1. Complete the online self-assessment and plan of action survey tools if not completed at signing of agreement.
  2. Submit a brief Implementation Report by July 30, 2021.
- c. Board agrees to comply with the following responsibilities and requirements in regards to the services and/or activities provided by Community Partner:
  1. Agree not to share/discuss information in the completed online Self-Assessment Tool with anyone not associated with the school or the community partnership actively involved in developing the plan of action.
  2. Participate in partnership meetings.

### 2. Financial Arrangements

- a. Board will provide Community Partner for the services and/or activities provided under this MOU at a rate of \$14.04 per student utilizing census numbers provided by OhioMHAS in the fall of 2019 equaling 1875 students.
- b. The maximum dollar amount to be paid by Board pursuant to this MOU is twenty six thousand, three hundred twenty five dollars (\$26,325.00).
- c. Community Partner will submit invoices to Board at execution of agreement in the full amount of \$26,325.00.