

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
February 8, 2016
6:00 p.m.

I. Opening of the Meeting

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

B. Roll Call – President

R. Cooper Present L. Noble Present T. Parks Present

B. Pool Present K. Shepherd Present

C. Pledge of Allegiance – President Noble led the Pledge of Allegiance.

D. Recognition of Visitors

1. Nichole Pierce, Bruce PTO President, to discuss calamity day procedures. Nichole expressed her concern about the e-days.
2. Ashley Welch, East PTO President.

Discussion – Mrs. Noble said this is a three year negotiated agreement. Cindy Fore inquired why this year is different than last year, regarding the negotiated agreement.

Mr. Parks said he has been involved in helping his kids with their e-day assignments.

Marlene Ressler shared her frustration with the e-days and the amount of homework.

Mr. Pool said he believes there were some issues with implementing e-days.

Karen Hamilton said her concern is that kids do not get any snow days before e-days begin. She said the e-days have been very stressful. She also expressed her concern about the potential early start date for next school year.

E. Executive Session

Dr. Curry, Mrs. Tait, Mrs. Neanen, Mrs. Friesel, Mrs. Wheeler, and Mrs. Wade were invited to participate in executive session.

To consider the employment of a public employee or official.

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

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed .

#1516-187

President convenes executive session at 6:22 p.m.

President resumes open session at 7:18 p.m.

F. Other Opening Business – None.

II. Treasurer's Business – Rachel Tait

A. The Treasurer recommends approval of the following:

1. Approve minutes of the January 11, 2016 Organizational Meeting.
2. Approve minutes of the January 11, 2016 Regular Board Meeting.
3. Submission of Warrants.
4. Submission of Financial Report.
5. Submission of Investment.
6. Approve FY16 Supplemental Appropriations by Fund.
7. Approve the appointment of Rachel Tait, Treasurer, to attend the required Public Records Training on behalf of all Board Members.
8. It is recommended that the Board designates the law firm Dinsmore & Shohl, as the Board's Bond Counsel for 2016.
9. Approval of the Agreement with Public Finance Resources, Incorporated, for Five Year Forecasting software for FY2016 and training at a cost of \$2,298.00.

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed .

#1516-188

III. Reports

A. Miami Valley Career Technology Center Report – Terry Parks has a special meeting Tuesday, February 9, 2016.

B. Parks and Recreation Board Report – Keith Shepherd said there is a meeting scheduled for later this month.

C. Superintendent's Report – Dr. Barbara Curry said there may be a couple changes to the high school schedule for next year. She also shared information regarding teacher evaluations.

- D. Other Reports** – Mrs. Noble inquired about the Career Advising Focus Group. Mrs. Neanen said the Career Pathway helps give kids an idea of skills they have and how to develop them further. Mrs. Noble congratulated Aaron Hemmert. Mr. Pool thanked Dr. Curry for the Evaluation System explanation.

IV. Old Business – None.

V. New Business

A. Retirements

The Administration recommends approval of the following retirements.

1. Martha Allen, Special Education Aide, resignation for the purpose of retirement, effective June 1, 2016.
2. Terry Cross, Cafeteria Manager, resignation for the purpose of retirement, effective June 1, 2016.

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

Discussion – Mr. Parks said Martha was his son's aide and hates to see her leave. Mrs. Noble said both will be greatly missed.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed. **#1516-189**

B. Employment – Classified Staff

The Administration recommends the employment of the following personnel for the 2015-2016 school year, effective date as 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 Regulation.

1. Lindsey Baker, Special Education Aide, effective February 10, 2016 (recall from Reduction in Force).
2. Kristina Wade, RN Health Aide, effective February 22, 2016.
3. Krista Wheeler, Special Education Aide, effective February 22, 2016.

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-190**

C. Employment – Certificated Staff Supplemental Contracts

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

1. Abigail Hinson, Musical Instrumental Director
2. Emily Dumler, Girls Head Track Coach – Middle School

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-191**

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

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

1. Robert Anspach
2. Suzanne Gee
3. Bridget Jones
4. Caitlyn Mize
5. Austin Schaar

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-192**

E. Approval of Volunteers

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

1. Tim Appledorn, Volunteer Boys and Girls Swimming Coach
2. Randy Titkemeyer, Volunteer Boys and Girls Swimming Coach

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

Discussion – Mr. Parks thanked both for helping out the District.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-193**

F. Approval of 2016-2017 School Calendar

The Administration recommends approval of School Calendar option B for the 2016-2017 school year (Attachment A).

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

Discussion – Mr. Parks said Option B is most beneficial for students involved in the Fair.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-194**

G. Memorandum of Understanding for Supplemental Contract

The Administration recommends approval of the Memorandum of Understanding between the Eaton Community Schools Board of Education and the Eaton Classroom Teachers Association for the addition of an Assistant Swim Coach supplemental position (Attachment B).

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-195**

H. Approval of Job Description

The Administration recommends approval of the job description for the Assistant Swim Coach (Attachment D).

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-196**

I. Memorandum of Understanding to Amend Facility Use Agreement

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

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-197**

J. Board Policy Updates

The Administration recommends the first reading of the following updated policies (Attachment E).

1. 1130 – Conflict of Interest (Administration)
2. 1630.01 – Family Medical Leave (Administration)
3. 2461 – Recording of District Meetings Involving Students and/or Parents (Program)
4. 3113 – Conflict of Interest (Professional Staff)
5. 3430.01 – Family Medical Leave (Professional Staff)
6. 4113 – Conflict of Interest (Classified Staff)
7. 4430.01 – Family Medical Leave (Classified Staff)
8. 7460 – Conservation of Natural and Material Resources (Property)
9. 7510 – Use of District Premises (Property)
10. 8420 – Emergency Situations at Schools (Operations)
11. 8452 – Automated External Defibrillators (AED) (Operations)
12. 8500 – Food Services (Operations)

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-198**

K. Eaton High School Registration Booklet

The Administration recommends approval of the 2016-2017 Registration Booklet for Eaton High School. The handbook is on file at the high school and at the Central Office.

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

Discussion – Mrs. Noble inquired regarding eighteen required points. Mr. Couch said this is a state change on graduation requirements.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-199**

L. Program with American Red Cross

The Administration recommends approval of the First Aid and CPR for Students program with the American Red Cross to provide training to Eaton High School Physical Education Teachers for the purpose of teaching CPR to students.

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-200**

M. Agreements with the City of Eaton

The Administration recommends approval of the following Facilities Agreement with the City of Eaton.

1. For use of the Brooke-Gould Memorial Tennis Complex for the 2016 Spring Tennis Season (Attachment F).
2. For use of the City of Eaton DP&L Fields for the 2016 Spring Softball Season (Attachment G).

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-201**

N. Agreement with Montgomery County Educational Service Center

The Administration recommends approval of the agreement with the Montgomery County Educational Service Center to provide 7 additional days of gifted services (Attachment H).

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-202**

O. Agreement with Sinclair Community College

The Administration recommends approval of the agreement with Sinclair Community College to provide college level courses to students under Ohio's College Credit Plus program, beginning with the 2016-2017 school year (Attachment I).

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-203**

P. Approval of Out-of-State Employee Travel

The Administration recommends approval of out-of-state travel for the following employees.

1. Brad Davis, Sam Watson and Nathan Islamovsky, to attend the University of Michigan Football Coaching Clinic, Ann Arbor, Michigan, March 11, 2016.

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-204**

Q. Approval of Out-of-State Student Travel

The Administration recommends approval of the following out-of-state trip.

1. Boys High School Basketball Program to Richmond 40 Bowl, Richmond, Indiana, Wednesday, February 10, 2016

2. 4th grade students and teachers to Wayne County Historical Museum, Richmond, Indiana, May 16, 2016.
3. 4th grade students and teacher to Wayne County Historical Museum, Richmond, Indiana, May 18, 2016.
4. 8th Grade Students and chaperones Washington D.C. trip to Washington D.C., May 14 – 18, 2017.

Motion by Mr. Parks, seconded by Mr. Pool, to approve agenda Item V. Q.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-205**

R. Approval of Athletic Clinics

The Administration recommends approval of the following athletic clinics.

1. Boys Basketball Youth Camp, grades 3-8, June 27-30, 2016.
2. Girls Basketball Youth Camp, grades 2-8, June 13-16, 2016.
3. Volleyball Youth Camp, grades 3-8, June 21-24, 2016.
4. Football Youth Skills Camp, grades 3-8, June 6-9, 2016.
5. Girls Soccer Youth Camp, grades 4-8, June 27-30, 2016.

Motion by Mr. Pool, seconded by Mr. Parks, to approve agenda Item V. R.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-206**

S. Obsolete Items List

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

1. 56 outdated and/or damaged library books, Bruce Elementary.
2. 4 boxes of outdated and/or damaged library books, East Elementary.
3. 1 Bass Drum, 22" Pearl, tag number 08206, Eaton High School.
4. 1 Bass Drum, 24" Pearl, tag number 08207, Eaton High School.
5. 1 Bass Drum, Yamaha, tag number 12517, Eaton High School.

6. 1 Bass Drum, Yamaha, tag number 12740, Eaton High School.
7. 1 Quads, Yamaha, tag number 11915, Eaton High School.
8. 1 Quads, Yamaha, no tag number available, Eaton High School.
9. 2 Snare Drums, Pearl, tag numbers 11119 and 11120, Eaton High School.
10. 2 Snare Drums, Ludwig, tag numbers 3125293 and 3945214, Eaton High School.
11. 4 Snare Drums, Yamaha, tag numbers 02132, 8123, 8174, and 8175, Eaton High School.
12. 17 Assistant Carriers, no tag numbers available, Eaton High School.

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-207**

T. Other New Business – None.

U. Executive Session

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

To consider the discipline of a public employee or official.

To consider the employment of a public employee or official.

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

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed . **#1516-208**

President convenes executive session at 7:54 p.m.

President resumes open session at 9:40 p.m.

VI. Adjournment

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed .

#1516-209

President adjourns meeting at 9:41 p.m.

DATE _____

PRESIDENT _____

TREASURER _____

Next Meeting

Regular Board Meeting

March 14, 2016 – 6:00 p.m.

Hollingsworth East Elementary School

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 4th day of February, 2016, by and between the Board of Education of Eaton Community Schools (the "Board") and the Eaton Classroom Teachers Association / OEA (the "Union"). These parties will collectively be referred to as the "Parties."

WHEREAS, the Board and the Union have executed a collective bargaining agreement (the "Agreement") effective from June 29, 2014 to June 30, 2017; and

WHEREAS, the Board desires to create an Assistant Swim Coach supplemental contract; and

WHEREAS, the Parties desire to resolve any and all issues relating to the Assistant Swim Coach supplemental contract.

NOW THEREFORE BE IT RESOLVED THAT, in exchange for the mutual promises contained below:

1. The Parties agree to create an Assistant Swim Coach supplemental contract. The Assistant Swim Coach supplemental contract will be a Class V supplemental contract on the Athletic Supplemental Salary Schedule.
2. The Parties agree that the Board will hire an Assistant Swim Coach for the 2015-2016 school year.
3. By virtue of this Memorandum of Understanding, the Board has discharged any bargaining obligation it may have regarding the creation of the Assistant Swim Coach supplemental contract.
4. Nothing within this Memorandum of Understanding shall be construed as a waiver of or limitation on any management rights the District may have, including but not limited to the right to create and offer supplemental contracts. In addition, nothing in the Memorandum of Understanding shall be interpreted as imposing any requirement to bargain the creation or offering of supplemental contracts other than exists under Ohio law.
5. The Parties agree that the contents or application of this Memorandum of Understanding will not be subject to the grievance and arbitration procedures in the Agreement.
6. The Parties agree that this Memorandum of Understanding does not create a precedent. The Union agrees that it may not refer to or enter this Memorandum of Understanding into evidence in support of any grievance, arbitration, lawsuit, or unfair labor practice charge it may file on its own behalf or on the behalf of a member of the bargaining unit.



Eaton Athletic Department

*Eric Silverman, Athletic Director
Barb Winn, Athletic Secretary
Chad Tinstman, Middle School Director*

MEMORANDIUM OF UNDERSTANDING

TO: JOSH HAYNES, DIRECTOR, PREBLE COUNTY YMCA
CC: DR. BARBARA CURRY, SUPERTINTENDENT, EATON COMMUNITY SCHOOLS
RACHEL TAIT, TREASURER, EATON COMMUNITY SCHOOLS
TIM MILLER, DIRECTOR OF OPERATIONS, EATON COMMUNITY SCHOOL
ERIC SILVERMAN, ATHLETIC DIRECTOR, EATON COMMUNITY SCHOOLS

UPON SIGNING, THE PREBLE COUNTY YMCA AND EATON COMMUNITY SCHOOL DISRICT AGREE TO A SHARED FACILITY USE AGREEMENT IN WHICH FEES ASSOCIATED WITH THE BELOW MENTIONED FACILITY USAGE WOULD REGULARLY BE CHARGED:

EATON COMMUNITY SCHOOLS USE OF THE PREBLE COUNTY YMCA SWIMMING POOL FOR INTERSCHOLASTIC EVENTS AND PRACTICES FOR THE 2015-16 SWIMMING SEASON:

- ALL CHARGES OUTLINED ON THE 2015-2016 SWIMMING POOL RENTAL PROPOSAL SHALL BE WAIVED (\$0)
 - WAIVED FEE CHARGES TO INCLUDE ALL LANE FEES ASSOCIATED WITH FACILITY USE FOR BOTH REGULAR AND POST SEASON PRACTICES AND MEETS (INTERSCHOLASTIC COMPEITITIONS), LIFEGUARDS, POOL OR FACILITY MAINTENANCE, EQUIPMENT AND CUSTODIAL CHARGES.
 - ANY FEE OR CHARGE TO BE BILLED TO EATON COMMUNITY SCHOOLS SHALL BE AGREED UPON IN ADVANCE BY BOTH PARTIES.
 - ALL GUIDELINES FOR USE AS LISTED ON THE ORIGINAL SIGNED PROPOSAL SHALL BE ENFORCED AS ORIGINALLY AGREED TO.

PREBLE COUNTY YMCA USE OF EATON COMMUNITY SCHOOLS FACILITIES FOR DAYTON METRO YOUTH BASKETBALL EVENTS AND PRACTICES FOR THE 2015-16 SEASON:

- ALL CHARGES OUTLINED ON THE ORIGINAL FACILITY USE RENTAL AGREEMENT SHALL BE WAIVED (\$0)
 - WAIVED FEE CHARGES TO INCLUDE ALL FEES ASSOCIATED WITH FACILITY USE FOR BOTH REGULAR AND POST SEASON PRACTICES AND EVENTS INCLUDING USE OF EQUIPMENT AND CUSTODIAL CHARGES.
 - ANY FEE OR CHARGE TO BE BILLED TO THE PREBLE COUNTY YMCA IN CARE OF THE DAYTON METRO BASKETBALL PROGRAM SHALL BE AGREED UPON IN ADVANCE BY BOTH PARTIES.
 - ALL GUIDELINES FOR USEAGE AS LISTED ON THE SIGNED FACILITY USE AGREEMENT SHALL BE ENFORCED AS ORIGINALLY AGREED TO.

Authorized Signature (Eaton Community Schools): _____ Date: _____

Executive Director (Preble County YMCA): _____ Date: _____

Program Director (Preble County YMCA): _____ Date: _____

JOB DESCRIPTION

*Eaton Community Schools
An Equal Opportunity Employer*

Incumbent:

Title: Assistant Swimming Coach

Reports To: Building Principal

Employment Status: Supplemental

FLSA Status: Exempt

QUALIFICATIONS:

1. Prior swimming experience and/or knowledge of the sport preferred.
2. Ability to work with young athletes and provide a positive influence on them.
3. Hold a valid CPR certificate, Pupil Activity Supervisor certificate and all other certifications as required.

GENERAL DESCRIPTION:

Will be assigned to the duties of assisting the Head Swimming Coach in coaching the swim team and directing the district's swimming program. Reports to the Head Swimming Coach, Athletic Director and/or Building Principal.

ESSENTIAL FUNCTIONS:

1. Assist in the coaching responsibilities for all practice sessions and scheduled events.
2. Assist in organizing all practice sessions.
3. Assist in the distribution, collection, maintenance, and inventory of all equipment.
4. Keep all necessary records and forms.
5. Provide leadership and direction to high school students.
6. Maintain discipline at all practices, home and away meets, as well as pre and post practice and meets.
7. Promote school and student pride by requiring players to behave in an appropriate and respectful manner when dealing with officials, players, coaches, spectators or any school personnel.
8. Maintain locker room facilities in a clean and presentable manner. Will be responsible to check locker room after each practice/match and report any concerns.
9. Promote sportsmanship and goodwill at all times.

10. Perform other functions as necessary to implement goals and objectives of the athletic programs.
11. All other duties as assigned by the Head Swimming Coach and/or Athletic Director.

OTHER DUTIES AND RESPONSIBILITIES:

Maintains safety precautions at all times for students, staff and parents.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of: Board policies and procedures; swimming rules.
- Ability to: Interpret policies, rules and regulations; perform physical activities; work effectively with students, parents, and staff.
- Skill in: Swimming.

EQUIPMENT OPERATED:

Timing System, PA System, and other equipment relative to operating the competition pool and/or other practices or event competitions as needed.

CONDUCT:

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

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

ADDITIONAL WORKING CONDITIONS:

Occasional exposure to severe weather; heavy equipment, loud noise, unruly children and adults.

TERMS OF EMPLOYMENT:

One-year supplemental contract.

PERFORMANCE EVALUATION:

According to the ECTA/Eaton City Board of Education negotiated agreement.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be

required to follow the instructions and perform the duties required by the Board of Education.

Superintendent or Designee

Date

Employee

Date

**BOARD OF EDUCATION
EATON COMMUNITY SCHOOL DISTRICT**ADMINISTRATION
1130/page 19 of 2**REVISED POLICY - VOL. 34, NO. 1****CONFLICT OF INTEREST—PRIVATE PRACTICE**

- A. The proper performance of school business is dependent upon the maintenance of unquestionably high standards of honesty, integrity, impartiality, and professional conduct by Board of Education employees. Further, such characteristics are essential to the Board's commitment to earn and keep the public's confidence in the School District. For these reasons, the Board adopts the following guidelines to assure that conflicts of interest do not occur. These guidelines are not intended to be all inclusive, nor to substitute for good judgment on the part of all employees.
1. No employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system.
 2. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment with the School District.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through his/her access to School District records
- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
- d. the requirement of students or clients to purchase any private goods or services provided by an employee or any

business or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

3. Employees shall not make use of materials, equipment, or facilities of the School District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

B. Exceptions to [Part A of](#) this policy shall be approved by the Superintendent **before** entering into any private relationship.

C. [Employees may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.](#)

[No employee may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds](#)

[Violation of this policy shall result in discipline, which may include termination from employment.](#)

[R.C. Chapter 102, R.C. 2921.42, R.C. 2921.43](#)
[Ohio Ethics Commission Advisory Opinions No. 92-014 and 2001-03](#)
[2 C.F.R. 200.318](#)

**BOARD OF EDUCATION
EATON COMMUNITY SCHOOLS**ADMINISTRATION
1630.01/page 1 of 7FAMILY AND MEDICAL LEAVE

Policy: Eaton Community Schools (the "District") will provide family and medical leaves of absence to eligible employees who are temporarily unable to work due to one or more of the following reasons:

- A. For the birth of a son or daughter of the employee and to care for the newborn child;
- B. For placement of a son or daughter with the employee for adoption or foster care. Newborn or placement leaves are not available beyond twelve (12) months from the date of birth or placement;
- C. To care for the employee's spouse, son, daughter, or parent who has a "serious health condition" (as defined by the Department of Labor);
- D. For the employee's own serious health condition that makes the employee unable to work at all or makes him unable to perform any one (1) of the essential functions of the employee's job;
- E. Due to a "qualifying exigency" (as defined by the Department of Labor) because the eligible employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; and
- F. To care for a "covered service member" who has a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

The maximum total amount of time available to an eligible employee for FMLA leave is twelve (12) work weeks during the rolling twelve (12) month period measured forward from the date the employee's first FMLA leave begins or twenty-six (26) work weeks to care for a covered service member during a single rolling twelve (12) month period.

The District will calculate all FMLA leave using the rolling method. Under this method, the amount of available FMLA leave to the employee will be calculated by determining the amount of leave used by an employee during the twelve (12) months prior to the date the leave is requested and subtracting that number from the maximum amount of leave permitted by the FMLA under the circumstances. The remaining balance is the amount of FMLA leave that the employee is entitled to take at that time.

Eligible Employees: Any employee employed by the District for at least twelve (12) months (need not be consecutive) and with at least 1,250 hours worked during the twelve (12) month period immediately preceding the start date of the leave of absence is eligible for Family and Medical Leave pursuant to this policy.

Except as set forth below, employment periods prior to a break in service of seven (7) years or more need not be counted in determining whether the employee has been employed by the District for at least twelve (12) months. Employment periods preceding a break in service of more than seven (7) years must be counted, however, where the break in service is due to the fulfillment of the employee's National Guard or Reserve military service obligation or the existence of a written agreement confirming the District's intention to rehire the employee after the break in service.

Under the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), members of the uniformed services returning to work after military service will receive credit for any months and hours of service s/he would have been employed but for the period of military service in determining FMLA eligibility.

Notice and Requests for Leave: Where the necessity for a family, medical or service member leave is foreseeable, the employee must give notice by requesting leave at least thirty (30) days prior to the onset of the leave. If thirty (30) days' notice is not practicable (e.g., lack of knowledge when leave will start, change in circumstances, medical emergency), the employee must give such notice as soon as practicable. If the employee fails to provide the District at least thirty (30) days' notice of foreseeable leave, the District may require the employee to explain why such notice was not practicable.

Ordinarily, an employee will be required to complete a Request for Leave of Absence Form to request FMLA leave. At a minimum, notice of a request for FMLA leave must make the District aware that the employee needs FMLA-qualifying leave, the anticipated timing and duration of the leave, and the anticipated start date. Employees must also notify their immediate supervisor of the need for leave. The employee must respond to the District's questions designed to determine whether an absence is potentially FMLA-qualifying. Failure to respond to reasonable inquiries may result in the denial of FMLA protection if the District is unable to determine whether the leave is FMLA-qualifying.

Absent extenuating circumstances, an employee will be provided with a "Notice of Eligibility and Rights & Responsibilities" notice within five (5) business days after the employee requests FMLA leave or when the District acquires knowledge that an employee's leave may be for an FMLA-qualifying reasons. Eligibility is determined (and notice provided) at the start of the first instance of leave for each FMLA-qualifying reason in the applicable twelve (12) month period. If an employee is not eligible for leave, the eligibility notice will list at least one (1) reason why he is not eligible.

Certification: For an FMLA Leave requested because of the employee's own "serious health condition" that makes the employee unable to perform one (1) or more of the essential functions of the employee's position or because the employee needs to care for the employee's spouse, child, or parent who has a serious health condition, the employee must submit a medical certification (on a provided form) to the District.

The District has adopted the Medical Certification Form approved by the Department of Labor, which is attached to this policy. The medical certification, based on reasonable medical certainty, in part, must verify that the employee is unable to work at all or is unable to perform any one (1) of the essential functions of the employee's job or position because of a serious health condition or that the employee's parent, spouse, or child is affected by a serious health condition and requires care by the employee.

The employee must provide the medical certification within fifteen (15) calendar days after the District's request -- unless it is not practicable to do so despite the employee's diligent, good faith, efforts. Such other medical information as the District requests, and is permitted by law, may be required. In case of foreseeable leave, if an employee fails to provide certification in a timely manner, then the District may deny FMLA coverage until the required certification is provided. In case of unforeseeable leave, and absent extenuating circumstances, if the employee fails to timely return the certification, the District can deny FMLA protection until a sufficient certification is provided. If the employee never produces the certification, the leave is not FMLA leave. If the employee does not produce the certification after reasonable requests by the District, the District reserves the right to decline to treat the leave as FMLA-qualifying, or the District may designate the leave as FMLA leave consistent with the information the District possesses at the time of determination.

The employee must provide a complete and sufficient certificate to the District. If he does not, the District will notify the employee, in writing, what additional information is necessary to make the certification complete and sufficient. The employee has seven (7) calendar days to cure the deficiencies - unless not practicable under the circumstances despite the employee's diligent, good faith efforts. If the deficiencies are not cured in the resubmitted certification, the District may deny the taking of FMLA leave.

Where family care leave or leave for an employee's serious health condition is foreseeable, based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the District's operations, subject to approval of the health care provider as to scheduling.

The first time an employee requests Active Duty Leave, the District will require the employee to provide a copy of the covered military member's active duty order or other documentation issued by the military which indicates the covered military member is on active duty or call to active duty status in support of a contingency operation and the dates of the covered military member's active duty service. That documentation need only be provided one (1) time. If, however, there is a different "qualifying exigency" involving that same covered military member or an active duty (or call to) situation involving a different covered military member, the District will require additional documentation. Employees will be required to complete a "Certification of Qualifying Exigency for Military Family Leave" form.

When leave is taken to care for a covered service member with a serious injury or illness, the District will require a certification (on a provided form) to support the need for leave. The certification may be completed by anyone of the designated health care providers listed on the provided form. The District also will accept (instead of the provided certification form) as sufficient, "invitational travel orders" (ITO's) or "invitational travel authorizations" (ITA's) issued to any family member to join a seriously injured or ill

covered service member at the service member's bedside. The District may require confirmation of the covered family relationship to the covered service member.

Authentication Recertification: Consistent with the provisions of the FMLA, the District may request that the employee recertify the FMLA qualifying conditions. The District may request recertification in situations where: (a) the employee requests an extension of the FMLA leave; (b) there is a change in the employee's circumstances; or (c) the District receives information that casts doubt on the employee's stated reason for the absence or the continuing validity of the certification. In all situations, the District may request a recertification of a medical condition every six (6) months in connection with the employee's absence, including medical conditions that contain an "indefinite," "unknown," or "lifetime" duration.

During the time that the District is waiting for the employee to return the Medical Certification Form or recertification documentation, the leave will be provisionally designated by the District as FMLA leave. Once the employee has returned the Medical Certification Form or recertification documentation, the District will make a final determination as to whether the leave qualifies as FMLA leave and verbally notify the employee as to FMLA eligibility.

If the District has reason to doubt the validity of a medical certification, it may require the employee to obtain a second medical opinion at the District's expense. If the opinions of the employee's and the District's health care providers differ, the District may require the employee to obtain certification from a third health care provider, again at the District's expense. There are no second/third opinions for Family (Military) Leave situations.

Benefits During Leave: Employees covered by the District's group health insurance at the onset of a leave may continue to participate in the plan during the leave on the same terms and conditions that would have applied had no leave been taken. Premiums, co-payments, and any other employee paid expenses for coverage must be paid by the employee on the same terms as if the employee were not on FMLA leave. If the terms and conditions of the health benefit plan are modified for active employees, the same rules will apply to employees on a leave of absence.

An FMLA-qualifying leave means that time spent while on the leave and time previously worked for the District will not be lost in computation of length of service and the benefits dependent thereon. However, time spent during such an unpaid (i.e., not covered by any applicable paid time off) leave will not be credited toward the calculation of any applicable paid days off (sick or vacation). Any applicable paid days off not exhausted during or prior to the start of the leave shall be available to an employee upon the employee's return from leave. No holiday, bereavement, witness duty or jury duty benefits will be paid if such occur during a leave.

Return to Work: Employees will be restored to the same or equivalent position as the one held when the leave commenced in most instances and in accordance with the law. Employees who fail to return to work may be required to reimburse the District the amount of premiums paid by the District to continue his/her participation in the group health plan, unless the reason for failure to return to work was the continuation,

recurrence or onset of a serious health condition of the employee, employee's spouse, child, or parent, or other circumstances beyond the control of the employee.

Fitness For Duty Certification: An employee who has been on a (non-intermittent/reduced leave) Medical Leave of Absence for the employee's own serious health condition shall provide to the District's Human Resources personal a medical fitness-for-duty certification (at the employee's cost) that he is able to resume work. That certification also shall specifically address the employee's ability to perform the essential functions of the employee's job. Accordingly, the District will provide the employee with a list of the essential functions of the employee's job along with the Designation Notice. The employee's health care provider must certify the employee can perform the identified essential functions of the employee's job. The District may (following the same procedures for the initial medical certification) contact the employee's health care provider to clarify and/or authenticate the fitness-for-duty certification. The District cannot require a second or third opinion for a fitness-for-duty certification.

The District will provide a fitness-for-duty certification form to the employee. The District will delay reinstatement until that certification is provided. An employee who does not provide this fitness-for-duty certification or a new medical certification for a serious health condition at the time the FMLA leave is concluded, is no longer entitled to FMLA reinstatement.

If an employee is taking intermittent or reduced leave, the District will require a fitness-for-duty certification up to once every thirty (30) days (assuming there were FMLA absences during that period) if "reasonable safety concerns" exist regarding the employee's ability to perform the employee's duties -based on the employee's serious health condition. The Designation Notice contains this requirement.

Intermittent or Reduced Schedule Leaves: To qualify for intermittent or reduced schedule leave, the leave must be medically necessary (as compared to voluntary treatment) and must be best accommodated through an intermittent or reduced schedule. When medically necessary, requests for intermittent or reduced schedule leave for family care, care for a covered service member, or an employee's serious health condition may be granted to eligible employees for up to the equivalent of twelve (12) work weeks (or twenty-six (26) work weeks, if applicable) of leave for any rolling twelve (12) month period. Exempt employees on an intermittent or reduced leave schedule will have their salaries reduced to reflect the hours or days missed due to such leave.

If intermittent or reduced schedule leave is required for planned medical treatment, the employee should consult with Human Resources personnel at the District and make a reasonable effort to schedule the leave, so as not to unduly disrupt the District's operations. When notice is given of the need for leave, the employee may be required to attempt to reschedule the treatment, subject to the availability and approval of the health care provider. In addition, where the leave is foreseeable based on planned medical treatment, an employee may be temporarily assigned to an available alternative position with equivalent pay and benefits that better accommodate the employee's intermittent or reduced leave schedule.

Family Leave after the birth or placement (adoption/foster care) of a healthy child must be taken in a single, continuous period of time, unless the District and the employee agree to an intermittent or reduced schedule. An intermittent or reduced schedule must be approved in advance of the leave by the District, in its sole discretion. The District's agreement, however, is not required for requested medical leave due to the mother's or newborn child's serious health condition.

Applicability of Other Paid Leave Benefits: Employees with accrued but unused "paid time off" benefits must use such benefits before taking unpaid leaves of absence which qualify under FMLA. However, it is important to remember that accrued "paid time off" benefits may only be used for FMLA purposes where the District's policies permit their usage. For example, if the employee requests leave and the purpose for the leave qualifies under the District's "paid time off" policy, the employee will be required to exhaust all available "paid time off" benefits followed by unpaid leave if necessary. If, on the other hand, the employee requests FMLA leave but the District's policies do not permit the use of paid leave for the specific purpose, the employee may not use paid leave and will be required to use unpaid leave for the absence. If an employee is required to use unpaid leave for absence(s), the employee's pay will be reduced at a per diem rate (equal to the number of days or hours absent) in the employee's paycheck immediately or soon after the absence(s).

FMLA leave will be designated concurrently with any paid leave used by the employee. This policy also applies to workers' compensation absences. Accordingly, if applicable, FMLA leave will be designated concurrently with any workers' compensation leave of absence.

Married Employees: An employee's entitlement to a Family Leave for the birth or placement (adoption/foster care) of a son or daughter ends twelve (12) months after the date of the birth or placement. The maximum total amount of time available to both employee spouses for a Family Leave for the birth, care after birth, or placement of a child or care after placement, or for the care of the employee's parent (not parent-in-law) with a serious health condition is a combined twelve (12) work weeks during the twelve (12) month period as defined above, if both are employed by the District.

The aggregate number of work weeks of leave to which ~~a husband and wife~~ two employees who are married may be entitled for covered service member leave is limited to twenty-six (26) work weeks during the single twelve (12) month period if the leave is for covered service member leave or a combination of covered service member leave and any other FMLA-qualifying leave. If the leave taken by the ~~husband and wife~~ married employees includes leave for the birth or placement of a son or daughter or to take care of a parent (as described above), that particular type of leave is limited to a combined twelve (12) work weeks.

Instructional Employees: Individuals employed principally in an instructional capacity by the District who request intermittent leave or leave on a reduced schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the leave would constitute greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, may be required to do one of the following: (1) take uninterrupted leave of a

particular duration, not to exceed the duration of the planned treatment; or (2) be transferred temporarily to an available alternative position with equivalent pay and benefits for which the employee is qualified that would better accommodate recurring periods of leave than the employee's regular position.

When leave is scheduled to commence more than five weeks prior to the end of the academic term, the employee may be required to extend leave until the end of the term if the leave is at least three (3) weeks in duration and the return to employment would occur during the three (3) week period before the end of the term.

Similarly, an employee may be required to extend leave until the end of the term if (1) the employee begins leave during the five week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member, and (2) the leave lasts more than two (2) weeks, and the employee would return to employment during the two (2) week period before the end of the term.

If leave for the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member is scheduled to commence during the three week period prior to the end of the term and the leave would be greater than five (5) working days, the employee may be required to extend leave until the end of the term.

Purpose of Policy: It is the purpose of this FMLA Policy to comply with the Family and Medical Leave Act of 1993, as amended. The interpretation of terms and the resolution of disputes under this provision shall be governed by that law. The District's obligations under this policy do not exceed those set forth in the Act, unless this policy specifically states that it does. The District retains the ability to assert all rights, exemptions, limitations, and calculation methods in the FMLA. Enforcement procedures include complaints to the Wage and Hour Division of the Department of Labor and civil actions in court. It is unlawful to discriminate against an employee because of the exercise of rights under the Family and Medical Leave Act. For additional information, please refer to the FMLA Rights and Responsibilities Fact Sheet.

REVISED POLICY - VOL. 34, NO. 1**RECORDING OF ~~IEP TEAM~~ DISTRICT MEETINGS INVOLVING STUDENTS
AND/OR PARENTS****Recording of IEP Team and 504 Team Meetings**

The recording of IEP Team meetings and 504 Team meetings is prohibited unless it is necessary in order for a parent to understand the IEP process or 504 process and/or his/her child's IEP or 504 Plan, or otherwise necessary to implement other parental rights under the IDEIA, Section 504 of the Rehabilitation Act of 1973, as amended, and/or the Americans with Disabilities Act, as amended.

- A. If a parent believes that audio recording an IEP Team or 504 Team meeting is necessary, s/he should notify Director of Education in writing, preferably at least two (2) school days before the IEP Team or 504 Team meeting, of his/her desire to audio record the meeting and the reason the recording is required. The Director of Education will notify the parent at least one (1) school day before the meeting if s/he intends to deny the parent's request to record the meeting.
- B. If the District representative denies the request, s/he will state in writing the reasons for the denial. Authorized exceptions to the general prohibition against the audio recording of IEP Team meetings and 504 Team meetings will typically involve situations when a parent or other IEP Team or 504 Team member has a disability recognized under Section 504/ADA or a language barrier that would preclude the individual's ability to understand and/or meaningfully participate in the IEP process or 504 process. The District representative may ask for documentation of the existence of any such disability or language barrier. If a parent is permitted to audio record the meeting, s/he must use his/her own recording device and the District will similarly record the meeting.

Recording of Other District Meetings Involving Students and/or Parents (e.g., Parent-Teacher Conferences)

Parents are prohibited from audio recording meetings with the District unless a parent or District staff member has a disability recognized under Section 504/ADA or a language barrier that would preclude the individual's ability to understand and/or participate in the meeting. The

District representative may ask for documentation of the existence of any such disability or language barrier. If a parent is permitted to audio record the meeting, s/he must use his/her own recording device and the District will similarly record the meeting.

Video recording ~~an IEP Team~~ any District meeting is strictly prohibited.

Parents and students are expressly prohibited from using covert means to make a recording (audio or video) of any meeting or activity at school. This includes placing recording devices within a student's book bag or on the student's person.

If the District audio records ~~an IEP Team~~ any meeting, the resulting recording shall become a part of the student's educational record and will be maintained in accordance with State and Federal law.

© NEOLA 2015

**BOARD OF EDUCATION
EATON COMMUNITY SCHOOL DISTRICT**PROFESSIONAL STAFF
3113/page 1 of 2**REVISED POLICY - VOL. 34, NO. 1****CONFLICT OF INTEREST—PRIVATE PRACTICE**

- A. The proper performance of school business is dependent upon the maintenance of unquestionably high standards of honesty, integrity, impartiality, and professional conduct by Board of Education employees. Further, such characteristics are essential to the Board's commitment to earn and keep the public's confidence in the School District. For these reasons, the Board adopts the following guidelines to assure that conflicts of interest do not occur. These guidelines are not intended to be all inclusive, nor to substitute for good judgment on the part of all employees.
1. No employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system.
 2. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment with the School District.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through his/her access to School District records
- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
- d. the requirement of students or clients to purchase any private goods or services provided by an employee or any

business or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

3. Employees shall not make use of materials, equipment, or facilities of the School District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
- B. Exceptions to [Part A of](#) this policy shall be approved by the Superintendent **before** entering into any private relationship.
- C. [Employees may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.](#)

[No employee may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds](#)

[Violation of this policy shall result in discipline, which may include termination from employment.](#)

[R.C. Chapter 102, R.C. 2921.42, R.C. 2921.43](#)
[Ohio Ethics Commission Advisory Opinions No. 92-014 and 2001-03](#)
[2 C.F.R. 200.318](#)

**BOARD OF EDUCATION
EATON COMMUNITY SCHOOLS**PROFESSIONAL STAFF
3430.01/page 1 of 7**FAMILY AND MEDICAL LEAVE**

Policy: Eaton Community Schools (the "District") will provide family and medical leaves of absence to eligible employees who are temporarily unable to work due to one or more of the following reasons:

- A. For the birth of a son or daughter of the employee and to care for the newborn child;
- B. For placement of a son or daughter with the employee for adoption or foster care. Newborn or placement leaves are not available beyond twelve (12) months from the date of birth or placement;
- C. To care for the employee's spouse, son, daughter, or parent who has a "serious health condition" (as defined by the Department of Labor);
- D. For the employee's own serious health condition that makes the employee unable to work at all or makes him unable to perform any one (1) of the essential functions of the employee's job;
- E. Due to a "qualifying exigency" (as defined by the Department of Labor) because the eligible employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; and
- F. To care for a "covered service member" who has a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

The maximum total amount of time available to an eligible employee for FMLA leave is twelve (12) work weeks during the rolling twelve (12) month period measured forward from the date the employee's first FMLA leave begins or twenty-six (26) work weeks to care for a covered service member during a single rolling twelve (12) month period.

The District will calculate all FMLA leave using the rolling method. Under this method, the amount of available FMLA leave to the employee will be calculated by determining the amount of leave used by an employee during the twelve (12) months prior to the date the leave is requested and subtracting that number from the maximum amount of leave permitted by the FMLA under the circumstances. The remaining balance is the amount of FMLA leave that the employee is entitled to take at that time.

Eligible Employees: Any employee employed by the District for at least twelve (12) months (need not be consecutive) and with at least 1,250 hours worked during the twelve (12) month period immediately preceding the start date of the leave of absence is eligible for Family and Medical Leave pursuant to this policy.

Except as set forth below, employment periods prior to a break in service of seven (7) years or more need not be counted in determining whether the employee has been employed by the District for at least twelve (12) months. Employment periods preceding a break in service of more than seven (7) years must be counted, however, where the break in service is due to the fulfillment of the employee's National Guard or Reserve military service obligation or the existence of a written agreement confirming the District's intention to rehire the employee after the break in service.

Under the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), members of the uniformed services returning to work after military service will receive credit for any months and hours of service s/he would have been employed but for the period of military service in determining FMLA eligibility.

Notice and Requests for Leave: Where the necessity for a family, medical or service member leave is foreseeable, the employee must give notice by requesting leave at least thirty (30) days prior to the onset of the leave. If thirty (30) days' notice is not practicable (e.g., lack of knowledge when leave will start, change in circumstances, medical emergency), the employee must give such notice as soon as practicable. If the employee fails to provide the District at least thirty (30) days' notice of foreseeable leave, the District may require the employee to explain why such notice was not practicable.

Ordinarily, an employee will be required to complete a Request for Leave of Absence Form to request FMLA leave. At a minimum, notice of a request for FMLA leave must make the District aware that the employee needs FMLA-qualifying leave, the anticipated timing and duration of the leave, and the anticipated start date. Employees must also notify their immediate supervisor of the need for leave. The employee must respond to the District's questions designed to determine whether an absence is potentially FMLA-qualifying. Failure to respond to reasonable inquiries may result in the denial of FMLA protection if the District is unable to determine whether the leave is FMLA-qualifying.

Absent extenuating circumstances, an employee will be provided with a "Notice of Eligibility and Rights & Responsibilities" notice within five (5) business days after the employee requests FMLA leave or when the District acquires knowledge that an employee's leave may be for an FMLA-qualifying reasons. Eligibility is determined (and notice provided) at the start of the first instance of leave for each FMLA-qualifying reason in the applicable twelve (12) month period. If an employee is not eligible for leave, the eligibility notice will list at least one (1) reason why he is not eligible.

Certification: For an FMLA Leave requested because of the employee's own "serious health condition" that makes the employee unable to perform one (1) or more of the essential functions of the employee's position or because the employee needs to care for the employee's spouse, child, or parent who has a serious health condition, the employee must submit a medical certification (on a provided form) to the District.

The District has adopted the Medical Certification Form approved by the Department of Labor, which is attached to this policy. The medical certification, based on reasonable medical certainty, in part, must verify that the employee is unable to work at all or is unable to perform any one (1) of the essential functions of the employee's job or position because of a serious health condition or that the employee's parent, spouse, or child is affected by a serious health condition and requires care by the employee.

The employee must provide the medical certification within fifteen (15) calendar days after the District's request -- unless it is not practicable to do so despite the employee's diligent, good faith, efforts. Such other medical information as the District requests, and is permitted by law, may be required. In case of foreseeable leave, if an employee fails to provide certification in a timely manner, then the District may deny FMLA coverage until the required certification is provided. In case of unforeseeable leave, and absent extenuating circumstances, if the employee fails to timely return the certification, the District can deny FMLA protection until a sufficient certification is provided. If the employee never produces the certification, the leave is not FMLA leave. If the employee does not produce the certification after reasonable requests by the District, the District reserves the right to decline to treat the leave as FMLA-qualifying, or the District may designate the leave as FMLA leave consistent with the information the District possesses at the time of determination.

The employee must provide a complete and sufficient certificate to the District. If he does not, the District will notify the employee, in writing, what additional information is necessary to make the certification complete and sufficient. The employee has seven (7) calendar days to cure the deficiencies - unless not practicable under the circumstances despite the employee's diligent, good faith efforts. If the deficiencies are not cured in the resubmitted certification, the District may deny the taking of FMLA leave.

Where family care leave or leave for an employee's serious health condition is foreseeable, based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the District's operations, subject to approval of the health care provider as to scheduling.

The first time an employee requests Active Duty Leave, the District will require the employee to provide a copy of the covered military member's active duty order or other documentation issued by the military which indicates the covered military member is on active duty or call to active duty status in support of a contingency operation and the dates of the covered military member's active duty service. That documentation need only be provided one (1) time. If, however, there is a different "qualifying exigency" involving that same covered military member or an active duty (or call to) situation involving a different covered military member, the District will require additional documentation. Employees will be required to complete a "Certification of Qualifying Exigency for Military Family Leave" form.

When leave is taken to care for a covered service member with a serious injury or illness, the District will require a certification (on a provided form) to support the need for leave. The certification may be completed by anyone of the designated health care providers listed on the provided form. The District also will accept (instead of the provided certification form) as sufficient, "invitational travel orders" (ITO's) or "invitational travel authorizations" (ITA's) issued to any family member to join a seriously injured or ill

covered service member at the service member's bedside. The District may require confirmation of the covered family relationship to the covered service member.

Authentication Recertification: Consistent with the provisions of the FMLA, the District may request that the employee recertify the FMLA qualifying conditions. The District may request recertification in situations where: (a) the employee requests an extension of the FMLA leave; (b) there is a change in the employee's circumstances; or (c) the District receives information that casts doubt on the employee's stated reason for the absence or the continuing validity of the certification. In all situations, the District may request a recertification of a medical condition every six (6) months in connection with the employee's absence, including medical conditions that contain an "indefinite," "unknown," or "lifetime" duration.

During the time that the District is waiting for the employee to return the Medical Certification Form or recertification documentation, the leave will be provisionally designated by the District as FMLA leave. Once the employee has returned the Medical Certification Form or recertification documentation, the District will make a final determination as to whether the leave qualifies as FMLA leave and verbally notify the employee as to FMLA eligibility.

If the District has reason to doubt the validity of a medical certification, it may require the employee to obtain a second medical opinion at the District's expense. If the opinions of the employee's and the District's health care providers differ, the District may require the employee to obtain certification from a third health care provider, again at the District's expense. There are no second/third opinions for Family (Military) Leave situations.

Benefits During Leave: Employees covered by the District's group health insurance at the onset of a leave may continue to participate in the plan during the leave on the same terms and conditions that would have applied had no leave been taken. Premiums, co-payments, and any other employee paid expenses for coverage must be paid by the employee on the same terms as if the employee were not on FMLA leave. If the terms and conditions of the health benefit plan are modified for active employees, the same rules will apply to employees on a leave of absence.

An FMLA-qualifying leave means that time spent while on the leave and time previously worked for the District will not be lost in computation of length of service and the benefits dependent thereon. However, time spent during such an unpaid (i.e., not covered by any applicable paid time off) leave will not be credited toward the calculation of any applicable paid days off (sick or vacation). Any applicable paid days off not exhausted during or prior to the start of the leave shall be available to an employee upon the employee's return from leave. No holiday, bereavement, witness duty or jury duty benefits will be paid if such occur during a leave.

Return to Work: Employees will be restored to the same or equivalent position as the one held when the leave commenced in most instances and in accordance with the law. Employees who fail to return to work may be required to reimburse the District the amount of premiums paid by the District to continue his/her participation in the group health plan, unless the reason for failure to return to work was the continuation,

recurrence or onset of a serious health condition of the employee, employee's spouse, child, or parent, or other circumstances beyond the control of the employee.

Fitness For Duty Certification: An employee who has been on a (non-intermittent/reduced leave) Medical Leave of Absence for the employee's own serious health condition shall provide to the District's Human Resources personal a medical fitness-for-duty certification (at the employee's cost) that he is able to resume work. That certification also shall specifically address the employee's ability to perform the essential functions of the employee's job. Accordingly, the District will provide the employee with a list of the essential functions of the employee's job along with the Designation Notice. The employee's health care provider must certify the employee can perform the identified essential functions of the employee's job. The District may (following the same procedures for the initial medical certification) contact the employee's health care provider to clarify and/or authenticate the fitness-for-duty certification. The District cannot require a second or third opinion for a fitness-for-duty certification.

The District will provide a fitness-for-duty certification form to the employee. The District will delay reinstatement until that certification is provided. An employee who does not provide this fitness-for-duty certification or a new medical certification for a serious health condition at the time the FMLA leave is concluded, is no longer entitled to FMLA reinstatement.

If an employee is taking intermittent or reduced leave, the District will require a fitness-for-duty certification up to once every thirty (30) days (assuming there were FMLA absences during that period) if "reasonable safety concerns" exist regarding the employee's ability to perform the employee's duties -based on the employee's serious health condition. The Designation Notice contains this requirement.

Intermittent or Reduced Schedule Leaves: To qualify for intermittent or reduced schedule leave, the leave must be medically necessary (as compared to voluntary treatment) and must be best accommodated through an intermittent or reduced schedule. When medically necessary, requests for intermittent or reduced schedule leave for family care, care for a covered service member, or an employee's serious health condition may be granted to eligible employees for up to the equivalent of twelve (12) work weeks (or twenty-six (26) work weeks, if applicable) of leave for any rolling twelve (12) month period. Exempt employees on an intermittent or reduced leave schedule will have their salaries reduced to reflect the hours or days missed due to such leave.

If intermittent or reduced schedule leave is required for planned medical treatment, the employee should consult with Human Resources personnel at the District and make a reasonable effort to schedule the leave, so as not to unduly disrupt the District's operations. When notice is given of the need for leave, the employee may be required to attempt to reschedule the treatment, subject to the availability and approval of the health care provider. In addition, where the leave is foreseeable based on planned medical treatment, an employee may be temporarily assigned to an available alternative position with equivalent pay and benefits that better accommodate the employee's intermittent or reduced leave schedule.

Family Leave after the birth or placement (adoption/foster care) of a healthy child must be taken in a single, continuous period of time, unless the District and the employee agree to an intermittent or reduced schedule. An intermittent or reduced schedule must be approved in advance of the leave by the District, in its sole discretion. The District's agreement, however, is not required for requested medical leave due to the mother's or newborn child's serious health condition.

Applicability of Other Paid Leave Benefits: Employees with accrued but unused "paid time off" benefits must use such benefits before taking unpaid leaves of absence which qualify under FMLA. However, it is important to remember that accrued "paid time off" benefits may only be used for FMLA purposes where the District's policies permit their usage. For example, if the employee requests leave and the purpose for the leave qualifies under the District's "paid time off" policy, the employee will be required to exhaust all available "paid time off" benefits followed by unpaid leave if necessary. If, on the other hand, the employee requests FMLA leave but the District's policies do not permit the use of paid leave for the specific purpose, the employee may not use paid leave and will be required to use unpaid leave for the absence. If an employee is required to use unpaid leave for absence(s), the employee's pay will be reduced at a per diem rate (equal to the number of days or hours absent) in the employee's paycheck immediately or soon after the absence(s).

FMLA leave will be designated concurrently with any paid leave used by the employee. This policy also applies to workers' compensation absences. Accordingly, if applicable, FMLA leave will be designated concurrently with any workers' compensation leave of absence.

Married Employees: An employee's entitlement to a Family Leave for the birth or placement (adoption/foster care) of a son or daughter ends twelve (12) months after the date of the birth or placement. The maximum total amount of time available to both employee spouses for a Family Leave for the birth, care after birth, or placement of a child or care after placement, or for the care of the employee's parent (not parent-in-law) with a serious health condition is a combined twelve (12) work weeks during the twelve (12) month period as defined above, if both are employed by the District.

The aggregate number of work weeks of leave to which ~~a husband and wife~~ two employees who are married may be entitled for covered service member leave is limited to twenty-six (26) work weeks during the single twelve (12) month period if the leave is for covered service member leave or a combination of covered service member leave and any other FMLA-qualifying leave. If the leave taken by the ~~husband and wife~~ married employees includes leave for the birth or placement of a son or daughter or to take care of a parent (as described above), that particular type of leave is limited to a combined twelve (12) work weeks.

Instructional Employees: Individuals employed principally in an instructional capacity by the District who request intermittent leave or leave on a reduced schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the leave would constitute greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, may be required to do one of the following: (1) take uninterrupted leave of a

particular duration, not to exceed the duration of the planned treatment; or (2) be transferred temporarily to an available alternative position with equivalent pay and benefits for which the employee is qualified that would better accommodate recurring periods of leave than the employee's regular position.

When leave is scheduled to commence more than five weeks prior to the end of the academic term, the employee may be required to extend leave until the end of the term if the leave is at least three (3) weeks in duration and the return to employment would occur during the three (3) week period before the end of the term.

Similarly, an employee may be required to extend leave until the end of the term if (1) the employee begins leave during the five week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member, and (2) the leave lasts more than two (2) weeks, and the employee would return to employment during the two (2) week period before the end of the term.

If leave for the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member is scheduled to commence during the three week period prior to the end of the term and the leave would be greater than five (5) working days, the employee may be required to extend leave until the end of the term.

Purpose of Policy: It is the purpose of this FMLA Policy to comply with the Family and Medical Leave Act of 1993, as amended. The interpretation of terms and the resolution of disputes under this provision shall be governed by that law. The District's obligations under this policy do not exceed those set forth in the Act, unless this policy specifically states that it does. The District retains the ability to assert all rights, exemptions, limitations, and calculation methods in the FMLA. Enforcement procedures include complaints to the Wage and Hour Division of the Department of Labor and civil actions in court. It is unlawful to discriminate against an employee because of the exercise of rights under the Family and Medical Leave Act. For additional information, please refer to the FMLA Rights and Responsibilities Fact Sheet.

**BOARD OF EDUCATION
EATON COMMUNITY SCHOOL DISTRICT**

CLASSIFIED STAFF
4113/page 139 of 2

REVISED POLICY - VOL. 34, NO. 1

CONFLICT OF INTEREST—PRIVATE PRACTICE

- A. The proper performance of school business is dependent upon the maintenance of unquestionably high standards of honesty, integrity, impartiality, and professional conduct by Board of Education employees. Further, such characteristics are essential to the Board's commitment to earn and keep the public's confidence in the School District. For these reasons, the Board adopts the following guidelines to assure that conflicts of interest do not occur. These guidelines are not intended to be all inclusive, nor to substitute for good judgment on the part of all employees.
1. No employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system.
 2. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment with the School District.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through his/her access to School District records
- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
- d. the requirement of students or clients to purchase any private goods or services provided by an employee or any business or professional practitioner with whom any

employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations

3. Employees shall not make use of materials, equipment, or facilities of the School District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

B. Exceptions to [Part A of](#) this policy shall be approved by the Superintendent **before** entering into any private relationship.

C. [Employees may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.](#)

[No employee may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds](#)

[Violation of this policy shall result in discipline, which may include termination from employment.](#)

[R.C. Chapter 102, R.C. 2921.42, R.C. 2921.43](#)
[Ohio Ethics Commission Advisory Opinions No. 92-014 and 2001-03](#)
[2 C.F.R. 200.318](#)

**BOARD OF EDUCATION
EATON COMMUNITY SCHOOLS**CLASSIFIED STAFF
4430.01/page 1 of 7**FAMILY AND MEDICAL LEAVE**

Policy: Eaton Community Schools (the "District") will provide family and medical leaves of absence to eligible employees who are temporarily unable to work due to one or more of the following reasons:

- A. For the birth of a son or daughter of the employee and to care for the newborn child;
- B. For placement of a son or daughter with the employee for adoption or foster care. Newborn or placement leaves are not available beyond twelve (12) months from the date of birth or placement;
- C. To care for the employee's spouse, son, daughter, or parent who has a "serious health condition" (as defined by the Department of Labor);
- D. For the employee's own serious health condition that makes the employee unable to work at all or makes him unable to perform any one (1) of the essential functions of the employee's job;
- E. Due to a "qualifying exigency" (as defined by the Department of Labor) because the eligible employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; and
- F. To care for a "covered service member" who has a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

The maximum total amount of time available to an eligible employee for FMLA leave is twelve (12) work weeks during the rolling twelve (12) month period measured forward from the date the employee's first FMLA leave begins or twenty-six (26) work weeks to care for a covered service member during a single rolling twelve (12) month period.

The District will calculate all FMLA leave using the rolling method. Under this method, the amount of available FMLA leave to the employee will be calculated by determining the amount of leave used by an employee during the twelve (12) months prior to the date the leave is requested and subtracting that number from the maximum amount of leave permitted by the FMLA under the circumstances. The remaining balance is the amount of FMLA leave that the employee is entitled to take at that time.

Eligible Employees: Any employee employed by the District for at least twelve (12) months (need not be consecutive) and with at least 1,250 hours worked during the twelve (12) month period immediately preceding the start date of the leave of absence is eligible for Family and Medical Leave pursuant to this policy.

Except as set forth below, employment periods prior to a break in service of seven (7) years or more need not be counted in determining whether the employee has been employed by the District for at least twelve (12) months. Employment periods preceding a break in service of more than seven (7) years must be counted, however, where the break in service is due to the fulfillment of the employee's National Guard or Reserve military service obligation or the existence of a written agreement confirming the District's intention to rehire the employee after the break in service.

Under the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), members of the uniformed services returning to work after military service will receive credit for any months and hours of service s/he would have been employed but for the period of military service in determining FMLA eligibility.

Notice and Requests for Leave: Where the necessity for a family, medical or service member leave is foreseeable, the employee must give notice by requesting leave at least thirty (30) days prior to the onset of the leave. If thirty (30) days' notice is not practicable (e.g., lack of knowledge when leave will start, change in circumstances, medical emergency), the employee must give such notice as soon as practicable. If the employee fails to provide the District at least thirty (30) days' notice of foreseeable leave, the District may require the employee to explain why such notice was not practicable.

Ordinarily, an employee will be required to complete a Request for Leave of Absence Form to request FMLA leave. At a minimum, notice of a request for FMLA leave must make the District aware that the employee needs FMLA-qualifying leave, the anticipated timing and duration of the leave, and the anticipated start date. Employees must also notify their immediate supervisor of the need for leave. The employee must respond to the District's questions designed to determine whether an absence is potentially FMLA-qualifying. Failure to respond to reasonable inquiries may result in the denial of FMLA protection if the District is unable to determine whether the leave is FMLA-qualifying.

Absent extenuating circumstances, an employee will be provided with a "Notice of Eligibility and Rights & Responsibilities" notice within five (5) business days after the employee requests FMLA leave or when the District acquires knowledge that an employee's leave may be for an FMLA-qualifying reasons. Eligibility is determined (and notice provided) at the start of the first instance of leave for each FMLA-qualifying reason in the applicable twelve (12) month period. If an employee is not eligible for leave, the eligibility notice will list at least one (1) reason why he is not eligible.

Certification: For an FMLA Leave requested because of the employee's own "serious health condition" that makes the employee unable to perform one (1) or more of the essential functions of the employee's position or because the employee needs to care for the employee's spouse, child, or parent who has a serious health condition, the employee must submit a medical certification (on a provided form) to the District.

The District has adopted the Medical Certification Form approved by the Department of Labor, which is attached to this policy. The medical certification, based on reasonable medical certainty, in part, must verify that the employee is unable to work at all or is unable to perform any one (1) of the essential functions of the employee's job or position because of a serious health condition or that the employee's parent, spouse, or child is affected by a serious health condition and requires care by the employee.

The employee must provide the medical certification within fifteen (15) calendar days after the District's request -- unless it is not practicable to do so despite the employee's diligent, good faith, efforts. Such other medical information as the District requests, and is permitted by law, may be required. In case of foreseeable leave, if an employee fails to provide certification in a timely manner, then the District may deny FMLA coverage until the required certification is provided. In case of unforeseeable leave, and absent extenuating circumstances, if the employee fails to timely return the certification, the District can deny FMLA protection until a sufficient certification is provided. If the employee never produces the certification, the leave is not FMLA leave. If the employee does not produce the certification after reasonable requests by the District, the District reserves the right to decline to treat the leave as FMLA-qualifying, or the District may designate the leave as FMLA leave consistent with the information the District possesses at the time of determination.

The employee must provide a complete and sufficient certificate to the District. If he does not, the District will notify the employee, in writing, what additional information is necessary to make the certification complete and sufficient. The employee has seven (7) calendar days to cure the deficiencies - unless not practicable under the circumstances despite the employee's diligent, good faith efforts. If the deficiencies are not cured in the resubmitted certification, the District may deny the taking of FMLA leave.

Where family care leave or leave for an employee's serious health condition is foreseeable, based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the District's operations, subject to approval of the health care provider as to scheduling.

The first time an employee requests Active Duty Leave, the District will require the employee to provide a copy of the covered military member's active duty order or other documentation issued by the military which indicates the covered military member is on active duty or call to active duty status in support of a contingency operation and the dates of the covered military member's active duty service. That documentation need only be provided one (1) time. If, however, there is a different "qualifying exigency" involving that same covered military member or an active duty (or call to) situation involving a different covered military member, the District will require additional documentation. Employees will be required to complete a "Certification of Qualifying Exigency for Military Family Leave" form.

When leave is taken to care for a covered service member with a serious injury or illness, the District will require a certification (on a provided form) to support the need for leave. The certification may be completed by anyone of the designated health care providers listed on the provided form. The District also will accept (instead of the provided certification form) as sufficient, "invitational travel orders" (ITO's) or

"invitational travel authorizations" (ITA's) issued to any family member to join a seriously injured or ill covered service member at the service member's bedside. The District may require confirmation of the covered family relationship to the covered service member.

Authentication Recertification: Consistent with the provisions of the FMLA, the District may request that the employee recertify the FMLA qualifying conditions. The District may request recertification in situations where: (a) the employee requests an extension of the FMLA leave; (b) there is a change in the employee's circumstances; or (c) the District receives information that casts doubt on the employee's stated reason for the absence or the continuing validity of the certification. In all situations, the District may request a recertification of a medical condition every six (6) months in connection with the employee's absence, including medical conditions that contain an "indefinite," "unknown," or "lifetime" duration.

During the time that the District is waiting for the employee to return the Medical Certification Form or recertification documentation, the leave will be provisionally designated by the District as FMLA leave. Once the employee has returned the Medical Certification Form or recertification documentation, the District will make a final determination as to whether the leave qualifies as FMLA leave and verbally notify the employee as to FMLA eligibility.

If the District has reason to doubt the validity of a medical certification, it may require the employee to obtain a second medical opinion at the District's expense. If the opinions of the employee's and the District's health care providers differ, the District may require the employee to obtain certification from a third health care provider, again at the District's expense. There are no second/third opinions for Family (Military) Leave situations.

Benefits During Leave: Employees covered by the District's group health insurance at the onset of a leave may continue to participate in the plan during the leave on the same terms and conditions that would have applied had no leave been taken. Premiums, co-payments, and any other employee paid expenses for coverage must be paid by the employee on the same terms as if the employee were not on FMLA leave. If the terms and conditions of the health benefit plan are modified for active employees, the same rules will apply to employees on a leave of absence.

An FMLA-qualifying leave means that time spent while on the leave and time previously worked for the District will not be lost in computation of length of service and the benefits dependent thereon. However, time spent during such an unpaid (i.e., not covered by any applicable paid time off) leave will not be credited toward the calculation of any applicable paid days off (sick or vacation). Any applicable paid days off not exhausted during or prior to the start of the leave shall be available to an employee upon the employee's return from leave. No holiday, bereavement, witness duty or jury duty benefits will be paid if such occur during a leave.

Return to Work: Employees will be restored to the same or equivalent position as the one held when the leave commenced in most instances and in accordance with the law. Employees who fail to return to work may be required to reimburse the District the amount of premiums paid by the District to continue his/her participation in the

group health plan, unless the reason for failure to return to work was the continuation, recurrence or onset of a serious health condition of the employee, employee's spouse, child, or parent, or other circumstances beyond the control of the employee.

Fitness For Duty Certification: An employee who has been on a (non-intermittent/reduced leave) Medical Leave of Absence for the employee's own serious health condition shall provide to the District's Human Resources personal a medical fitness-for-duty certification (at the employee's cost) that he is able to resume work. That certification also shall specifically address the employee's ability to perform the essential functions of the employee's job. Accordingly, the District will provide the employee with a list of the essential functions of the employee's job along with the Designation Notice. The employee's health care provider must certify the employee can perform the identified essential functions of the employee's job. The District may (following the same procedures for the initial medical certification) contact the employee's health care provider to clarify and/or authenticate the fitness-for-duty certification. The District cannot require a second or third opinion for a fitness-for-duty certification.

The District will provide a fitness-for-duty certification form to the employee. The District will delay reinstatement until that certification is provided. An employee who does not provide this fitness-for-duty certification or a new medical certification for a serious health condition at the time the FMLA leave is concluded, is no longer entitled to FMLA reinstatement.

If an employee is taking intermittent or reduced leave, the District will require a fitness-for-duty certification up to once every thirty (30) days (assuming there were FMLA absences during that period) if "reasonable safety concerns" exist regarding the employee's ability to perform the employee's duties -based on the employee's serious health condition. The Designation Notice contains this requirement.

Intermittent or Reduced Schedule Leaves: To qualify for intermittent or reduced schedule leave, the leave must be medically necessary (as compared to voluntary treatment) and must be best accommodated through an intermittent or reduced schedule. When medically necessary, requests for intermittent or reduced schedule leave for family care, care for a covered service member, or an employee's serious health condition may be granted to eligible employees for up to the equivalent of twelve (12) work weeks (or twenty-six (26) work weeks, if applicable) of leave for any rolling twelve (12) month period. Exempt employees on an intermittent or reduced leave schedule will have their salaries reduced to reflect the hours or days missed due to such leave.

If intermittent or reduced schedule leave is required for planned medical treatment, the employee should consult with Human Resources personnel at the District and make a reasonable effort to schedule the leave, so as not to unduly disrupt the District's operations. When notice is given of the need for leave, the employee may be required to attempt to reschedule the treatment, subject to the availability and approval of the health care provider. In addition, where the leave is foreseeable based on planned medical treatment, an employee may be temporarily assigned to an available alternative position with equivalent pay and benefits that better accommodate the employee's intermittent or reduced leave schedule.

Family Leave after the birth or placement (adoption/foster care) of a healthy child must be taken in a single, continuous period of time, unless the District and the employee agree to an intermittent or reduced schedule. An intermittent or reduced schedule must be approved in advance of the leave by the District, in its sole discretion. The District's agreement, however, is not required for requested medical leave due to the mother's or newborn child's serious health condition.

Applicability of Other Paid Leave Benefits: Employees with accrued but unused "paid time off" benefits must use such benefits before taking unpaid leaves of absence which qualify under FMLA. However, it is important to remember that accrued "paid time off" benefits may only be used for FMLA purposes where the District's policies permit their usage. For example, if the employee requests leave and the purpose for the leave qualifies under the District's "paid time off" policy, the employee will be required to exhaust all available "paid time off" benefits followed by unpaid leave if necessary. If, on the other hand, the employee requests FMLA leave but the District's policies do not permit the use of paid leave for the specific purpose, the employee may not use paid leave and will be required to use unpaid leave for the absence. If an employee is required to use unpaid leave for absence(s), the employee's pay will be reduced at a per diem rate (equal to the number of days or hours absent) in the employee's paycheck immediately or soon after the absence(s).

FMLA leave will be designated concurrently with any paid leave used by the employee. This policy also applies to workers' compensation absences. Accordingly, if applicable, FMLA leave will be designated concurrently with any workers' compensation leave of absence.

Married Employees: An employee's entitlement to a Family Leave for the birth or placement (adoption/foster care) of a son or daughter ends twelve (12) months after the date of the birth or placement. The maximum total amount of time available to both employee spouses for a Family Leave for the birth, care after birth, or placement of a child or care after placement, or for the care of the employee's parent (not parent-in-law) with a serious health condition is a combined twelve (12) work weeks during the twelve (12) month period as defined above, if both are employed by the District.

The aggregate number of work weeks of leave to which ~~a husband and wife~~ two employees who are married may be entitled for covered service member leave is limited to twenty-six (26) work weeks during the single twelve (12) month period if the leave is for covered service member leave or a combination of covered service member leave and any other FMLA-qualifying leave. If the leave taken by the ~~husband and wife~~ married employees includes leave for the birth or placement of a son or daughter or to take care of a parent (as described above), that particular type of leave is limited to a combined twelve (12) work weeks.

Instructional Employees: Individuals employed principally in an instructional capacity by the District who request intermittent leave or leave on a reduced schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the leave would constitute greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, may be required to do one of the following: (1)

take uninterrupted leave of a particular duration, not to exceed the duration of the planned treatment; or (2) be transferred temporarily to an available alternative position with equivalent pay and benefits for which the employee is qualified that would better accommodate recurring periods of leave than the employee's regular position.

When leave is scheduled to commence more than five weeks prior to the end of the academic term, the employee may be required to extend leave until the end of the term if the leave is at least three (3) weeks in duration and the return to employment would occur during the three (3) week period before the end of the term.

Similarly, an employee may be required to extend leave until the end of the term if (1) the employee begins leave during the five week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member, and (2) the leave lasts more than two (2) weeks, and the employee would return to employment during the two (2) week period before the end of the term.

If leave for the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member is scheduled to commence during the three week period prior to the end of the term and the leave would be greater than five (5) working days, the employee may be required to extend leave until the end of the term.

Purpose of Policy: It is the purpose of this FMLA Policy to comply with the Family and Medical Leave Act of 1993, as amended. The interpretation of terms and the resolution of disputes under this provision shall be governed by that law. The District's obligations under this policy do not exceed those set forth in the Act, unless this policy specifically states that it does. The District retains the ability to assert all rights, exemptions, limitations, and calculation methods in the FMLA. Enforcement procedures include complaints to the Wage and Hour Division of the Department of Labor and civil actions in court. It is unlawful to discriminate against an employee because of the exercise of rights under the Family and Medical Leave Act. For additional information, please refer to the FMLA Rights and Responsibilities Fact Sheet.

**BOARD OF EDUCATION
EATON COMMUNITY SCHOOL DISTRICT**

PROPERTY
7460/page 1 of 1

CONSERVATION OF NATURAL AND MATERIAL RESOURCES

The increasing costs of natural energy resources coupled with the growing need to inhibit pollution mandate, the District implements strategies which will conserve all forms of energy used.

The Board of Education directs the Superintendent to develop and implement both immediate and long range plans to meet these concerns. It expects that the administrative guidelines and procedures established will be properly observed by all members of the staff and strongly supported both in the educational program and in staff interactions with students.

**BOARD OF EDUCATION
EATON COMMUNITY SCHOOL DISTRICT**

PROPERTY
7510/page 1 of 3

REVISED POLICY - VOL. 34, NO. 1

USE OF DISTRICT FACILITIES/PREMISES

The Board of Education believes that ~~the grounds and facilities of this District school premises~~ should be made available for community purposes, provided that such use does not infringe on the original and necessary purpose of the property or interfere with the educational program of the schools

and is harmonious with the purposes of this District.

For purposes of this policy, the terms “school premises” or “premises” refers to all indoor and outdoor structures, facilities, and land owned, rented, or leased by the Board. The term “non-school hours” refers to times prior to and after regular classroom instruction on a day that school is in session, and any day that school is not in session, including weekends, holidays, and vacation breaks.

The Board will permit the use of ~~District grounds and facilities school premises~~ when such permission has been requested in writing by a responsible organization or a group of ~~at least seven (7)~~ citizens and has been approved

by the Superintendent.

~~District grounds and facilities School premises~~ shall be available for ~~the below listed uses. When there are competing interests, approval will be given according to the following priorities: [Each of the below listed uses is requested, but may be renumbered in order of priority A through H]:~~ any lawfully-permitted use, including but not limited to the following:

uses directly related to the schools and the operations of the schools
(including giving instructions in any branch of education, learning, or the arts)

uses and groups indirectly related to the schools

meetings of employee associations

uses for voter registration and elections

departments or agencies of the municipal government

other governmental agencies

uses related to the public library, including a station for a public library or reading room

community organizations or groups of individuals primarily comprised of District residents/members of the community, including students (during non-school hours) and employees (when not working in the scope of their employment) formed or gathered for

(+)1. charitable,

(+)2. civic,

(+)3. social,

(+)4. religious,

(+)5. recreational (e.g., indoor or outdoor games or physical activities, either organized or unorganized, that are undertaken for exercise, relaxation, diversion, sport, or pleasure), and/or

(+)6. educational

purposes, provided such meetings and/or entertainment is nonexclusive and open to the general public

~~School premises may be made available for the uses listed below:~~

~~commercial or profit making organizations or individuals offering services for profit~~

~~Facilities-School premises~~ shall also be made available to any certified candidate for public office and any recognized political party or organization for the purpose of conducting public discussions of public questions and issues. ~~The facilities-School premises~~ shall be free of charge and available only ~~after regular~~ during non-school hours. Users shall abide by all District policies, guidelines, and rules regarding the use of ~~District grounds and facilities-school premises~~ and be liable for any damage incurred. Under no circumstances shall ~~the grounds or facilities-school premises~~ be used to raise funds for political purposes.

~~The use of District grounds and facilities-school premises shall not be granted for any purpose that is prohibited by law or:~~

~~private social functions~~

(+) ~~any purpose which is prohibited by law~~

Should all or any part of the District's community be struck by a disaster, the Board shall make ~~District grounds and/or facilities~~ school premises available, at no charge, for the housing, feeding, and care of victims or potential victims when requested by local, State, or Federal authorities. The Superintendent should meet with the **local governing body** to establish a disaster preparedness plan in order to ensure that proper procedures are established to minimize confusion, inefficiency, and disruption of the educational program. (R.C. 5915.02-08)

The Superintendent shall develop administrative guidelines for the granting of permission to use ~~District facilities~~ school premises including a schedule of fees which, together with the costs used to determine such fees, must be approved by the Board. Such guidelines are to include the following:

Each user

shall

present evidence of the purchase of organizational liability insurance to the limit prescribed by District administrative guidelines.

Use of school equipment in conjunction with the use of school ~~facilities~~ premises must be requested specifically in writing, and may be granted by the procedure by which permission to use ~~facilities~~ school premises is granted. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use. Where rules so specify, no item of equipment may be used except by a qualified operator.

Users shall be liable financially for damage to the facilities and for proper chaperonage.

No liability shall attach to this District, or any of its employees and officers, specifically as a consequence of permitting access to ~~these facilities~~ school premises.

R.C. 3313.75 - .79, 3313.791, 3501.29
P.L. 98-377

**BOARD OF EDUCATION
EATON COMMUNITY SCHOOL DISTRICT**

OPERATIONS
8420/page 1 of 3

REVISED POLICY - VOL. 34, NO. 1

EMERGENCY SITUATIONS AT SCHOOLS

The Board of Education is committed to providing a safe learning and work environment. Unfortunately, natural and man-made disasters do occur. Such emergencies are best met by preparedness and planning.

The Board directs that a system of emergency preparedness be developed that addresses the following goals and/or objectives:

the health and safety of students and staff are safeguarded

the time necessary for instructional purposes is not unduly diverted

minimum disruption to the educational program occurs

students are helped to learn self-reliance and trained to respond sensibly to emergency situations

All threats to the safety of District facilities shall be identified by appropriate personnel and responded to promptly in accordance with the plan for emergency preparedness.

The Board also directs that fire, tornado, and school safety drills be conducted during the school year in accordance with State law. ~~Fire drills shall be conducted nine (9) times a school year at the times and frequency prescribed by the State Fire Marshal. However, no fire drills are required to be conducted in any month that a school safety drill is conducted. Tornado drills shall be conducted on a regular basis during the tornado season in the spring.~~

Fire drills or rapid dismissals shall be conducted six (6) times a school year at the times and frequency prescribed by the State Fire Marshal with the first fire drill being conducted within ten (10) days of the beginning of classes. However, no fire drills are required to be conducted in any month that a school safety drill is conducted. Tornado drills shall be conducted on a regular basis during the tornado season in the spring. Times and frequencies of drills must be varied.

[Note: If a school does not have smoke detectors or a sprinkler system, fire drills or rapid dismissals must continue to be conducted nine (9) times a school year. Such drills, however, may be combined with the three (3) required school safety drills (discussed below).]

School safety drills shall be conducted ~~on or before December 1st of at least three (3) times during~~ each school year. During the school safety ~~drill drills~~, students must be instructed in the appropriate procedures to follow in situations where students must be secured in their building or rapidly evacuated in response to:~~(rather than evacuated), including:~~

- A. a threat to the school involving terrorism;
- B. a person in possession of a deadly weapon or dangerous ordnance on school property; and
- C. other acts of violence.

At least one (1) safety drill shall include a scenario where pupils must be secured in the school building rather than rapidly evacuated.

School safety drills (including drills and theoretical drills) shall be conducted in conjunction with the District's emergency management plan.

The Principal must conduct at least one (1) drill or rapid dismissal or one (1) school safety drill during each month of the school year. A drill or rapid dismissal may be conducted during the same month as a school safety drill. All building occupants must participate in the drill.

Additionally, the Principal shall conduct a theoretical school safety drill at least once during the school year to provide instruction to school faculty and staff regarding procedures to be followed in such situations. The theoretical drill does not need to include student participation and may be conducted at the required annual employee school safety drill training session.

Each safety drill shall be conducted in conjunction with law enforcement officials.

Prior to conducting the annual school safety ~~drill drills~~, each Principal shall:

- A. provide advance written notice of each school safety drill (actual and theoretical) to the municipal or township police chief or other chief law enforcement officer (or in the absence of such officer, the county sheriff);

Such notice shall be provided no later than seventy-two (72) hours prior to the date the drill will be held, be sent by mail, facsimile, or electronic submission, and include the address of the school and the date and time the drill will be conducted.

- B. provide follow-up written certification of the date and time the drill was conducted during the previous school year as well as the date and time each drill will be conducted during the current school year to the municipal or township police chief or other chief law enforcement officer (or in the absence of such officer, the county sheriff);

The certification ~~of each completed drill~~ must be submitted by mail facsimile or electronically by December 5th each ~~school~~-calendar year.

- C. hold annual training sessions for school employees regarding the procedures to follow during school safety drills.

Each Principal shall keep a written record of the date and time of each drill conducted.

Procedures shall be developed for the handling of all emergency evacuations.

R.C. 3737.73

A.C. 1301:7-7-01, 1301:7-7-04, 3301-5-01~~3301-35-03(D), 3301-83-15~~

© **NEOLA 2015**

**BOARD OF EDUCATION
EATON COMMUNITY SCHOOL DISTRICT**

OPERATIONS
8452/page 155 of 1

REVISED POLICY - VOL. 34, NO. 1

AUTOMATED EXTERNAL DEFIBRILLATORS (AED)

The Board of Education has determined that it may enhance school safety to have an automated external defibrillator (AED) placed in building(s) within the School District.

An AED is a medical device that interprets the cardiac rhythm of a person in cardiac arrest and, if appropriate, delivers an electrical shock to the heart intended to allow it to resume effective electrical activity.

~~The Board directs the~~ Superintendent is authorized to develop guidelines that govern AEDs, including the use of the AED, placement of the AED, and training in the use of the AED. ~~and oversight by a medical doctor or by the local EMS Medical Director. The Board also directs the Superintendent, in conjunction with the Medical Director, to review the guidelines, as appropriate.~~

R.C. 2305.235, 3701.85, 3313.717

© **NEOLA 2015**

**BOARD OF EDUCATION
EATON COMMUNITY SCHOOL DISTRICT**

OPERATIONS
8500/page 4 of 4

REVISED POLICY - VOL. 34, NO. 1

FOOD SERVICES

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit, and will provide food service for the purchase and consumption of lunch for all students. The Board shall annually encumber the funds needed to operate the program.

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages, including but not limited to the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program.

The Board shall approve and implement nutrition standards governing the types of food and beverages that may be sold on the premises of its schools and shall specify the time and place each type of food or beverage may be sold. In adopting such standards, the Board shall:

- A. consider the nutritional value of each food or beverage;
- B. consult with a dietitian licensed under R.C. Chapter 4759, a dietetic technician registered by the commission on dietetic registration, or a school nutrition specialist certified or credentialed by the school nutrition association;
- C. consult and incorporate to the maximum extent possible the dietary guidelines for Americans jointly developed by the United States Department of Agriculture (USDA) and the United States Department of Health and Human Services; and
- D. consult and incorporate the USDA Smart Snacks in School nutrition guidelines.

No food or beverage may be sold on any school premises except in accordance with the standards approved by the Board.

In addition, as required by law, a food safety program that is based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service program staff and other authorized persons.

The Board shall provide a Federal food service program for students during summer intervention programs that are mandated under Federal law. If the Board determines that it is unable to provide a Federal food service program during the summer, for financial reasons, the Board will communicate that decision to its residents in a manner it determines to be appropriate.

During all times while the food service program is operating and students are being served food, at least one (1) employee shall be present in the area in which the food is being consumed who has received instruction in methods to prevent choking and demonstrated an ability to perform the Heimlich maneuver.

Substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a health care provider who has prescriptive authority in the State of Ohio has provided medical certification that the student has a disability that restricts his/her diet, in accordance with the criteria set forth in 7 CFR Part 15b. To qualify for such substitutions the medical certification must identify:

- A. the student's disability and the major life activity affected by the disability;
- B. an explanation of why the disability affects the student's diet; and
- C. the food(s) to be omitted from the student's diet and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).

Lunches sold by the school may be purchased by students and staff members and community residents in accordance with administrative guidelines established by the Superintendent. Lunches may be made available, free of charge, to senior citizens who are serving as volunteers to the District.

The operation and supervision of the food-service program shall be the responsibility of the Director of Operations. In accordance with Federal law, the Director of Operations shall take such actions as are necessary to obtain a minimum of two (2) food safety inspections per school year, which are conducted by the State or local governmental agency responsible for food safety inspections. The report of the most recent inspection will be posted in a publicly visible location, and a copy of the report will be available upon request. **[Please note: Schools participating in more than one (1) child nutrition program are only required to obtain two (2) food safety inspections per school year if the nutrition programs offered use the same facilities for the preparation and service of meals. Also, the requirement for two (2) inspections does not apply to schools that only offer the Special Milk Program.]**

A periodic review of the food-service accounts shall be made by the Treasurer. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods may accrue to the food-service program, ~~(+) the school, (+) or a student activity fund.~~

With regard to the operation of the school food service program, the Superintendent shall require:

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the purchase of food and supplies in accordance with law State and Federal law, USDA regulations, and Board policy; (see Policy 1130, Policy 1214, Policy 3113, Policy 3214, Policy 4113, Policy 4214, and Policy 6460)
- D. the accounting and disposition of food-service funds pursuant to Federal and State law and USDA regulations;
- E. the safekeeping and storage of food and food equipment pursuant to USDA regulations;
- F. the regular maintenance and replacement of equipment.

In accordance with the nutritional standards adopted by the Board, the placement of vending machines in any classroom where students are provided instruction, unless the classroom is also used to serve meals to students, is prohibited.

No foods or beverages, other than those associated with the District's food-service program, are to be sold during food-service hours. The District shall serve only nutritious food in accordance with the nutritional standards adopted by the Board in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages in competition with the District's food-service program must comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550.

The Superintendent will require that the food service program serve foods in the schools of the District that are wholesome and nutritious and reinforce the concepts taught in the classroom.

The Superintendent is responsible for implementing the food service program in accordance with the adopted nutrition standards and shall provide a report regarding the District's compliance with the standards at one of its regular meetings annually.

R.C. 3313.81, 3313.811-815

A.C. 3301-91

7_C.F.R. 210, 215, 220

42 U.S.C. 1758

Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

[Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.](#)
[7 CFR Parts 15b, 210, 215, 220, 225, 226, 227, 235, 240, 245, 3015](#)
[OMB Circular No. A-87USDA Smart Snacks in School Food Guidelines \(effective July 1, 2014\)](#)
[SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs](#)

© **NEOLA 2015**

FACILITIES AGREEMENT
Tennis Complex

This Agreement is entered into this 8th day of February, 2016, by and between the **City of Eaton**, State of Ohio, whose mailing address is 328 N. Maple St., P.O. Box 27, Eaton, Ohio 45320, hereinafter "City," by the authority of the Eaton City Manager, Brad Collins, as provided in the Codified Ordinances of the City of Eaton, Ohio, and the **Eaton Community School Board**, on behalf of the Eaton Community Schools Tennis Teams, whose mailing address is 306 Eaton Lewisburg Road, hereinafter "User," by the authority of the Eaton Community Schools, through its Board of Education President, Lisa Noble and it's Superintendent of schools, Dr. Barbara Curry

WITNESSTH, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. City's Obligations:

A. The City hereby agrees to permit the User to use the City's Brooke-Gould Memorial Tennis Complex (hereinafter "Complex") for the following functions on the following dates and times:

- (i) Boys' Varsity/JV Tennis Home Games: on the dates listed and highlighted as "Home" in the attached and incorporated herein by reference as Exhibit 1, from 3:30 p.m. to 8:30 p.m.;
- (i) Practice: Monday through Friday from 3:30 p.m. to 5:00 p.m.

B. The City shall not be responsible for providing any necessary personnel to the User for any of its functions.

2. User's Obligations:

A. The User hereby agrees to leave the entire Complex premises, including the parking lots, in a clean and orderly fashion, free of all debris and litter. If the User fails to comply with this and the City is forced to utilize its own employees to return the Complex to a clean and orderly state, the User will be responsible for the expense of the same. The User here agrees to so reimburse the City for the use of the City's employees within thirty (30) days of receipt of an invoice from the City. Any invoice more than fifteen (15) days past due shall be charged five percent (5%) interest for each fifteen (15) day period such invoice is past due.

B. The User hereby agrees to abide by the following restrictions and instructions as to the use of the Complex.

- (i) The User is responsible for its own functions and must obtain necessary and needed personnel at its own expense.

- C. The User hereby agrees that it will indemnify and hold harmless the City, its officers, agents and employees from any and all liability of every kind, nature or description, arising out of any and all claims, demands, lawsuits or judgments, which may be brought by any persons, firms or corporations against the City, its officers, agents and employees, by reason of any and all accidents or incidents of every kind and description, occurring anywhere on said Complex premises, which may occur or arise out of or in connection with the User's use of the Complex.
- D. Upon the request of User the City shall consider the usage of the Complex by user for additional date(s) not specified in Exhibit 1. Any additional or rescheduled complex usage shall occur only upon the mutual agreement of the parties.
3. Term: This Agreement shall be in effect from the date first written above until May 30, 2016.
4. Termination: Upon the breach of any condition or term of this Agreement by the User, the City may terminate this Agreement immediately upon written notice to the User.
5. Miscellaneous:
- A. Neither the City nor the User shall assign, sublet, or transfer their interest in this Agreement without the express written consent of the other party.
- B. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, both written or oral.
- C. This Agreement may be amended or modified upon the written agreement of the parties, as evinced by an Addendum to this Agreement.
- D. This Agreement and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of the State of Ohio. To the extent that any provision of this Agreement is held to be invalid, that provision shall be deemed deleted and the remaining provisions shall remain in full force and effect.
- E. This agreement may be executed in multiple counterparts, each of which shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures
- F. Each party warrants that the individual signing this Agreement on behalf of such party has the authority to enter into this Agreement and to bind the principal in whose behalf he or she signs.

Witness our signatures on the date first above written.
Eaton Community School Board City of Eaton, State of Ohio

By: _____
Lisa Noble, President, Board of Education

By: _____
Brad Collins, City Manager

Witness

Witness

Eaton Community Schools
By: _____
Dr. Barbara Curry, Superintendent

Witness

Team Schedule

Boys Tennis
03/07/2016 to 5/31/2016
Eaton Community Schools
600 Hillcrest Drive
Eaton, OH 45320-1897
Eric Silverman
School Phone: 937-456-1141
Home Phone:
Fax: 937-456-1143
esilverman@eaton.k12.oh.us

Tennis

Boys Varsity/JV

Place Time

- Monday 04/04/16 Miami Valley High School Away 4:00 PM
- Tuesday 04/05/16 Dixie High School Home 4:30 PM**
- Wednesday 04/06/16 Carlisle High School Home 4:30 PM**
- Thursday 04/07/16 *Franklin High School Away 4:00PM
- Monday 04/11/16 Madison High School Away 4:00 PM
- Tuesday 04/12/16 *Bellbrook High School Away 4:00PM
- Wednesday 04/13/16 Wayne Away 4:00 PM
- Thursday 04/14/16 *Lemon Monroe High School Home 4:00PM**
- Friday 04/15/16 Dayton Christian School Away 4:00 PM
- Monday 04/18/16 Northridge Away 4:00 PM
- Tuesday 04/19/16 *Oakwood High School Home 4:00PM**
- Wednesday 04/20/16 Preble Shawnee H.S. Home 4:30 PM**
- Thursday 04/21/16 *Brookville High School Away 4:00PM
- Friday 04/22/16 West Carrollton H.S. Home 4:30 PM**
- Monday 04/25/16 Edgewood High School Away 4:00 PM
- Wednesday 04/27/16 Greenville High School Home 4:30 PM**
- Thursday 04/28/16 *Valley View High School Home 4:00PM**
- Friday 04/29/16 Trotwood-Madison High School Away 4:00 PM
- Saturday 04/30/16 Preble Shawnee H.S. (Preble Shawnee Invitational)
Away 10:00 AM
- Monday 05/02/16 Carroll High School Away 4:00 PM
- Wednesday 05/04/16 SWBL Championships @ Thomas Cloud Park Away TBA

FACILITIES AGREEMENT
City of Eaton Baseball Fields
Girls' Softball

This Agreement is entered into this ____ day of _____, _____, by and between the **City of Eaton**, State of Ohio, whose mailing address is 328 N. Maple St., P.O. Box 27, Eaton, Ohio 45320, hereinafter "City," by the authority of the Eaton City Manager, Brad Collins, as provided in the Codified Ordinances of the City of Eaton, Ohio, and the **Eaton Community School Board**, on behalf of the Eaton Community Schools Baseball and Softball Teams, whose mailing address is 306 Eaton Lewisburg Road, hereinafter "User," by the authority of the Eaton Community Schools, through its Board of Education President, Lisa Noble and it's Superintendent of schools, Dr. Barbara Curry

WITNESSTH, that for the mutual promises contained herein, the parties do hereby agree as follows:

1. City's Obligations:

- A. The City hereby agrees to permit the User to use the City of Eaton baseball fields located along Lexington Road, commonly known as the DP&L Fields at the two girls fast pitch softball fields (hereinafter "Premises") as specified below:
 - (i) on a case by case basis by request only made to the Eaton Little League. Preference to Eaton Little League for use of the premises shall be given at all times. As such, User will need to coordinate any date and time of use directly with the Eaton Little League.
- B. The City shall not be responsible for providing any necessary personnel, supplies or materials to the User for any of its functions.

2. User's Obligations:

- A. The User hereby agrees to leave the entire Premises, including the parking lots, in a clean and orderly fashion, free of all debris and litter. If the User fails to comply with this and the City is forced to utilize its own employees to return the Premises to a clean and orderly state, the User will be responsible for the expense of the same. The User here agrees to so reimburse the City for the use of the City's employees within thirty (30) days of receipt of an invoice from the City. Any invoice more than fifteen (15) days past due shall be charged five percent (5%) interest for each fifteen (15) day period such invoice is past due.
- B. The User hereby agrees to abide by the following restrictions and instructions as to the use of the Premises.

CITY

- (i) The User is responsible for its own functions and must obtain necessary and needed personnel, supplies and materials at its own expense.
 - C. The User hereby agrees that it will indemnify and hold harmless the City, its officers, agents and employees from any and all liability of every kind, nature or description, arising out of any and all claims, demands, lawsuits or judgments, which may be brought by any persons, firms or corporations against the City, its officers, agents and employees, by reason of any and all accidents or incidents of every kind and description, occurring anywhere on said Premises, which may occur or arise out of the User's use of the Premises.
 - D. Upon the request of User, subject to provision 1(A.)(i) above, the City shall consider the usage of the Complex by user for additional date(s) as requested. Any additional or rescheduled complex usage shall occur only upon the mutual agreement of the parties.
3. Term: This Agreement shall be in effect from the date first written above until June 6, 2016.
4. Termination: Upon the breach of any condition or term of this Agreement by the User, the City may terminate this Agreement immediately upon written notice to the User.
5. Miscellaneous:
- A. Neither the City nor the User shall assign, sublet, or transfer their interest in this Agreement without the express written consent of the other party.
 - B. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, both written or oral.
 - C. This Agreement may be amended or modified upon the written agreement of the parties, as evinced by an Addendum to this Agreement.
 - D. This agreement may be executed in multiple counterparts, each of which shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures
 - D. Each party warrants that the individual signing this Agreement on behalf of such party has the authority to enter into this Agreement and to bind the principal in whose behalf he or she signs.

CITY

Witness our signatures on the date first above written.

Eaton Community School Board

City of Eaton, State of Ohio

By: _____
Lisa Noble, President, Board of Education

By: _____
Brad Collins, City Manager

Witness

Witness

Eaton Community Schools

By: _____
Dr. Barbara Curry, Superintendent

Witness

CONTRACT FOR SERVICES

Fiscal Year 2016

This Agreement is entered into by and between the **Montgomery County Educational Service Center** (hereinafter “**MCESC**”) and the **Board of Education of Eaton Community Schools** (hereinafter “**School District**”).

During the 2016 fiscal year, MCESC will provide the following services to the School District at the following anticipated cost:

Service(s)	Anticipated Cost
7 Additional Days of Gifted Services	\$600.00/Day

The individuals providing said services will be employees of the MCESC for all purposes. MCESC will comply with Ohio law in the hiring and employment of such employees, including the requirement of criminal background checks. MCESC will be responsible for compensating and providing benefits for said employees, and for maintaining worker’s compensation coverage.

MCESC and the School District will maintain their usual and customary insurance for the activities of this Contract, and shall exchange certificates of insurance upon request. The parties shall notify their respective carriers of this Contract. MCESC will invoice the School District for the amount of the services provided under this Contract at the end of the fiscal year (June, 2016). The School District will pay said invoice(s) within thirty (30) days of receipt.

EATON COMMUNITY SCHOOLS

Superintendent

Treasurer

Date

MONTGOMERY COUNTY E.S.C.

Board President

Treasurer

Date

**COLLEGE CREDIT PLUS
AGREEMENT
BETWEEN
SINCLAIR COMMUNITY COLLEGE
AND
SCHOOL DISTRICT**

This Agreement is entered into between Sinclair Community College (Sinclair) and the Eaton Community School District (District). The purpose of this Agreement is to set forth the general terms under which Sinclair will provide college level courses to students of the District under Ohio's College Credit Plus program. All terms of this Agreement shall be interpreted to be consistent with the provisions of Ohio Revised Code Chapter 3365 and Ohio Administrative Code Sections 3333-1-65 through 3333-1-65.10.

The parties agree as follows:

A. College Credit Plus courses provided under this Agreement in any of the following ways:

1. College courses taught at a high school by a high school teacher.
2. College courses taught at a high school by a Sinclair instructor.
3. College courses taught at a Sinclair location or online by a Sinclair instructor.

B. Sinclair will:

1. Comply with all requirements imposed on colleges under Ohio Revised Code Chapter 3365 and Section 3365.05 specifically, including those set forth in this section of the Agreement.
2. Designate a Sinclair employee to serve as a College Credit Plus Coordinator to oversee implementation of this Agreement.
3. Apply its established standards and procedures for admission to Sinclair and for course placement for District students who seek to take courses under this Agreement, including placement tests.
4. Provide a roster of participants to each District high school participating in the College Credit Plus program who are enrolled in courses and a list of course assignments for each participant.
5. Promote the College Credit Plus program and the District's participation with Sinclair in the program on Sinclair's website and in appropriate written materials and advertising.
6. Coordinate with the District to present at least one informational session per school year for interested students and parents.
7. Provide one or more Sinclair employees to fulfill the advising requirements for each District student enrolled at Sinclair under this Agreement and ensure that the advising occurs with the student at least once each term, prior to Sinclair's established withdrawal date, to discuss the program and the courses in which the student is enrolled. Advising and communication about critical dates will be made available in-person, by email, and/or through electronic resources.
8. Review the documentation submitted by the District in connection with any high school teacher whom the District seeks to be eligible to teach Sinclair courses and determine if the teacher is qualified to teach these courses.
9. Provide at least one professional development session per school year for high school teachers who are teaching College Credit Plus Courses at the High School under this Agreement.

10. Apply all of its policies generally applicable to Sinclair students, including its student code of conduct, to all District students enrolled in courses under this Agreement.
11. Award transcribed college credit for all courses successfully completed by a District student under this Agreement.

C. District will:

1. Designate a District employee to serve as a College Credit Plus Coordinator to oversee implementation of this Agreement.
2. Identify qualified high school teachers eligible to teach Sinclair courses and submit to Sinclair all documentation needed for Sinclair to determine if the teachers qualify to teach Sinclair courses.
3. Each year, prior to the District's general deadline for student course registration for the next school year, publicize to District students in grades six through eleven and their parents, the availability of Sinclair courses under this Agreement.
4. Provide counseling services to District students in grades six through eleven and their parents before the students apply to Sinclair or participate in any Sinclair courses under this Agreement to ensure the students and parents are fully aware of the possible consequences and benefits of participation, including all counseling information required by Ohio Revised Code 3365.04.
5. Coordinate with Sinclair the process for admitting District students to Sinclair and enrolling District students in Sinclair courses offered under this Agreement.
6. Communicate to District students and parents the process for admission to Sinclair and registration for Sinclair courses offered under this Agreement.
7. Communicate to District teachers, students, and parents the various course academic requirements and outcomes and adhere to those for each course.
8. Provide or pay for all textbooks for District students participating in any courses offered under this Agreement, at no cost to the students, their parents or Sinclair.
9. Ensure students' grades and any withdrawals are reported to Sinclair in accordance with Sinclair procedures and deadlines.
10. Unless otherwise agreed to by the parties, provide and pay for any disability related reasonable accommodations provided to students during the enrollment process and in connection with any Sinclair course. When the district provides the reasonable accommodations, their nature and extent will be as agreed to by the District and Sinclair, with appropriate input from the student.
11. Provide notice of expulsion of any student enrolled in a Sinclair course under this Agreement, as set forth in Ohio Revised Code Section 3365.032

D. Courses to be taught at the high school:

The specific college courses to be taught each school year at a District high school or taught online and/or proctored/facilitated by a District high school teacher will be agreed upon annually by Sinclair and the District prior to the start of each academic year and set forth in an annual Addendum to this Agreement.

The parties will endeavor to have a list of the agreed upon courses available to District students and parents prior to the date students register for high school classes for the next school year; however the list may be adjusted or expanded at any time.

Sinclair may establish a minimum and/or maximum number of students or other conditions related to the course (such as appropriate facilities) in order for any particular courses to be actually provided.

E. Payment to Sinclair

Sinclair will be paid for the services it provides under this Agreement by the Ohio Department of Education in accordance with Ohio Revised Code Section 3365.07 for the courses provided under this Agreement, at the rates set forth in Exhibit A.

F. Additional Services and Funding from Sinclair:

Sinclair may:

1. Make additional professional development opportunities available or provide funding to the District for such opportunities for teachers employed by the District so that those teachers may obtain the applicable credentials necessary to be approved by Sinclair as adjunct faculty and teach High School Taught Courses under this Agreement.
2. Provide funding to the District for defraying a portion of the expenses associated with purchasing textbooks for District students taking courses under this Agreement.
3. Provide scholarships for District students who enroll at Sinclair following graduation from high school.

Any such additional services and/or funding from Sinclair will be based on availability of funds and will be set forth as an Addendum to this Agreement or in one or more separate agreements between Sinclair and District.

G. Participation of Students:

This Agreement cannot be used by either party to limit participation of a student in enrolling in courses not part of the agreement. 4

H. Nondiscrimination:

Each party will comply with all applicable laws regarding equal employment opportunity in connection with this Agreement and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion or disability.

I. Term

This Agreement shall become effective on the last date of signature below and remain in effect until terminated by either party. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party; however, the termination will not be effective until the end of the District's current school year.

J. Governing law:

This Agreement shall be governed by and construed under the laws of the State of Ohio, as they may be amended from time to time.

K. Entirety of Agreement:

This Agreement, including all Exhibits and Addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendment or addendum to this Agreement must be in writing and signed by authorized representatives of both parties. **SINCLAIR COMMUNITY COLLEGE**

DISTRICT

Dr. Steven Lee Johnson
President and CEO

Title

Date

Name

Title

Date