

**EATON BOARD OF EDUCATION MEETING**  
**Hollingsworth East Elementary School Cafeteria**  
**May 13, 2013**  
**6:00 p.m.**

**I. Opening of the Meeting**

1. **Call to Order** – President

2. **Roll Call** – President

R. McKinney \_\_\_ D. Mowen \_\_\_ T. Parks \_\_\_ B. Pool \_\_\_ J. Renner \_\_\_

B. Neavin \_\_\_ P. Dodson \_\_\_ C. Neanen \_\_\_ S. Couch \_\_\_

K. Carpenter \_\_\_ K. Powell \_\_\_ P. Friesel \_\_\_

3. **Pledge of Allegiance**

4. **Adopt the Agenda**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to  
adopt the agenda.

Discussion.

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

5. **Recognition of Students**

1. The Eaton Board of Education and Administration wishes to recognize  
the Eaton High School Concert Band members,

Natalie Bennett  
Matthew Bridgeford  
Blaine Brubaker  
Jacob Bryant  
Laura Conard  
Amanda Hall  
Jordan Halstead  
Kyle Hunsucker  
Nathan Jay

Jack Liddy  
Victoria Romeo  
Karigan Ross  
Zanna Spears  
Jimmy Stuart  
David Taxter  
Becca Toney  
Michaela Vance  
Ciara Weaver

Cody Winn  
Zac Burgess  
Amy Daily  
Matthew Duffie  
Drew Hawley  
Brenna Heuberger  
William Lewis  
Mickey McCargish  
Kaliegh Morgan

Courtney Pitsinger  
Roseanna Reynolds  
Katie Smith  
Dillon Tarr  
Kasey Titkemeyer  
Wesley Beach  
Austin Cassel  
Courtney Clippinger  
Kristin Cottingim  
Nashelle Dorr  
Jonah Finley  
Justin Halstead  
Zach Kahle  
Madison Kant  
Jacob Liddy  
Doniqua McMiller  
Brianna Miller  
Addam Moore

Drew Pool  
Jessica Preston  
Jenson Reece  
Brittany Smith  
Rhianna Trader  
Brooke Voiles  
Sam Weimer  
Kayla Blaich  
Madi Bowman  
Andrea Bridgeford  
Drew Campbell  
Peyton Caplinger  
Jacob Christman  
Nicholas Collins  
Brian Conard  
Jacob Couvtsakis  
Brittany George  
Erica Heiser

Kyra Houle  
Maria Kern  
Andrew Kiracofe  
Jacob Kreger  
Leah Moore  
Rebecca Noh  
Grace Reynolds  
Nick Schilling  
Sam Stewart  
Brianna Swartwout  
Morgan Tipton  
Julia Titus  
Brayden Waggoner  
Mackenzie Weadick  
Dalton Werts  
Parker Wilken  
Jordan Willsey

for their superior rating of 1 at the state competition. This is the first time the band has earned a superior rating at the state competition since 1984.

Congratulations to the Eaton High School Concert Band for their excellent performance and representation of Eaton Community Schools.

2. The Eaton Board of Education and Administration wishes to recognize the newly inducted Eaton High School National Honor Society Members for their academic achievements:

Todd Titus  
Jacob Tinsley  
Steven Sullender  
William Liddy  
Meredith Durham  
Alyson Hood  
Zach Burgess

Liana Dickerson  
Matthew Duffie  
Claire Mumma  
Jamie Myers  
Roseanna Reynolds  
Baley Sipple

Kasey Titkemeyer  
Danielle Wilson  
Keenen Wilson

Congratulations to the Eaton High School National Honor Society for their academic excellence and representation of Eaton Community Schools.

**6. Recognition of Visitors**

- A. Eaton High School Robotics Team
- B. John Payne, Katie Kleinfielder and Ed Cavezza regarding Bond Refinancing.

**7. Executive Session (only if necessary)**

\_\_\_\_\_ invited to participate in executive session.

To discuss \_\_\_\_\_.

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

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

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

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

**8. Other Opening Business**

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

1. The Treasurer recommends approval of the following:
  - A. Approve minutes of the following meetings
    - a. April 8, 2013 Regular Board Meeting.
    - b. April 21, 2013 Special Board Meeting.
    - c. April 28, 2013 Special Board Meeting.

- d. April 30, 2013 Special Board Meeting.
- B. Submission of warrants
  - C. Submission of Financial Report
  - D. Submission of Investment Report
  - E. Approve FY13 Supplemental Appropriations
  - F. Approve updated Five Year Forecast FY13
  - G. Approve Now and Then purchase order to Frost Brown and Todd for Athletics Arts & Wellness in the amount of \$20,674.00.
  - H. Approve transfer of \$500,000.00 from 010-9001 OSFC Project Local Share BABS to 010-9010 OSFC Project State Share.
  - I. Approve Fund 070-9008 St. Clair Foundation Donations
  - J. Approve Fund 010-9010 OSFC Project State Share
  - K. Approve moving the following teacher on the pay scale:
    - a. Linda Laufer to a Masters, retroactive to April 22, 2013.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item II. 1.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

### **III. Old Business**

1. **Miami Valley Career Technology Center Report** – Doug Mowen
2. **Parks and Recreation Board Report** – Joe Renner
3. **Project Manager's Report** – Tom Doseck
4. **Superintendent's Report** – Brad Neavin
5. **Director of Education's Report** – Cindy Neanen
6. **Principal's Report** – Scott Couch
7. **Supervisor's Report** – Phil Elliott

**8. Other Old Business**

**IV. New Business**

**1. Resignations and Retirements**

The Administration recommends acceptance of the following resignations:

- A. Peggy Hayes, Assistant to the Treasurer I, resignation for the purpose of retirement, effective June 28, 2013.
- B. Sara Keller, 1<sup>st</sup> Grade Level Leader, resignation effective at the end of the 2012-2013 school year.
- C. Amber Michael, Bookstore Coordinator-HS, resignation effective at the end of the 2012-2013 school year.
- D. Bev Richardson, 7<sup>th</sup> grade girls basketball coach, resignation effective at the end of the 2012-2013 school year.
- E. Mark Silvers, Assistant Cross Country Coach, Varsity Wrestling Coach, and Assistant Track Coach, resignation effective at the end of the 2012-2013 school year.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 1.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

**2. Employment of Interim Superintendent**

The Board of Education recommends hiring Barb Curry on a limited contract as the Interim Superintendent; to be paid at a per diem rate from July 1 – 31, 2013, not to exceed 21 days.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to  
approve agenda Item IV. 2.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

**3. Employment – Certificated Staff – Substitute Teacher/Tutor**

The Administration recommends employment of the following substitute teachers and tutors on a one-year limited contract for the 2012-2013 school year. Employment contingent upon certification, criminal background check, and all applicable state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

- A. Christopher Mack
- B. Blake Pieratt
- C. Kelly Gillum
- D. Courtney Williams

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to  
approve agenda Item IV. 3.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

**4. Employment – Non-Certificated Substitute Employees**

The Administration recommends the employment of the following substitutes for the 2012-2013 school year. Employment contingent upon certification (if necessary), criminal background check, and all applicable state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

A. Melissa Withrow, Substitute Custodian

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 4.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

**5. Employment – Certified Staff Supplemental Contract**

The Administration recommends the following supplemental contracts for the 2013-2014 school year or as noted. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

- A. Richard Hency as LPDC committee chairperson, to be paid at a rate of \$20.00 per hour plus \$500.00 stipend.
- B. Cynthia Genth, John Groom, and Molly Hurd as LPDC members, to be paid at a rate of \$20.00 per hour plus a \$100.00 stipend.
- C. Nick Flynn, Assistant Cross Country Coach (HS)
- D. Nick Flynn, 8<sup>th</sup> Grade Boys Basketball Coach
- E. Deanna Hicks, 1<sup>st</sup> Grade Level Leader
- F. Molly Hurd, K Grade Level Leader (1/2 stipend)
- G. Beverly Richardson, 4<sup>th</sup> Grade Level Leader (1/2 stipend)
- H. Amy Fugate, 4<sup>th</sup> Grade Level Leader (1/2 stipend)
- I. Tracy Spurrier, K Grade Level Leader (1/2 stipend)

- J. Ty Tolliver, 7<sup>th</sup> Grade Boys Basketball Coach
- K. Amanda Tinstman, 7<sup>th</sup> Grade Volleyball Coach

**6. Employment – Non-Certificated Staff – Extra-Curricular Contracts**

The following positions have been posted and no certificated staff members have applied. The Administration recommends the employment of these nominees on one-year limited contracts for the 2013-2014 or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

- A. Carolyn Walker                      Thursday/Saturday School Monitor

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 5-6.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

**7. Employment – Non-Certificated Staff – Athletic Contracts**

The following positions have been posted and no certificated staff members have applied. The Administration recommends the employment of these nominees on one-year limited contracts for the 2013-2014 or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

- A. Tim Appledorn                      Reserve Golf Coach
- B. Jason Bleil                              Reserve Wrestling Coach



C. Tonna Ditmer	8th Grade Volleyball Coach
D. Nathan Hans	8th Grade Girls Basketball Coach
E. Don Houser	H.S. Assistant Football Coach (1/2)
F. Eric Kiracofe	Reserve Boys Soccer Coach
G. Chad Lee	H.S. Assistant Football Coach (1/2)
H. Wes Monebrake	Wrestling Coach – Middle School
I. Sarah Morrison	Varsity Cheerleading Advisor – Football
J. Gary Peffly	Varsity Girls Basketball Coach
K. Todd Perry	H.S. Assistant Football Coach (1/2)
L. Bruce Porter	Varsity Boys Soccer Coach
M. Robbie Sams	Football Coach - Middle School
N. Carrie Simmons	Reserve Cheerleading Advisor – Football
O. Carrie Simmons	Varsity Cheerleading Advisor – Basketball
P. Denny Shepherd	Varsity Boys Basketball Coach
Q. Krista Smith	Reserve Volleyball Coach

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 7.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

## **8. Employment of Substitutes for the 2013-2014 School Year**

The Administration recommends employment of the following personnel for the 2013-2014 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

### **A. Non-certificated Substitutes**

**EATON BOARD OF EDUCATION MEETING**  
**Hollingsworth East Elementary School Cafeteria**  
**May 13, 2013**  
**6:00 p.m.**

Aides

Marcia Durham  
Debra Finfrock  
Karen Hamilton  
Cynthia Kuehlthau  
Angela Woodgeard

Health Aides

Karamina Donahue, LPN  
Marsha Stonecash, EMT  
Meleah Marion, LPN

Bus Drivers

Darrell Bryant  
April Gross  
John Kiracofe  
Thomas McKee  
Mark Silvers  
Art Smith  
Kristina Streets  
Janice Wentzell

Cafeteria Workers

Jennifer Baker  
Melissa Boomershine  
Debra Finfrock  
Elaine Kolb  
Cindy Kuehlthau  
Etta Flack  
Custodians  
Jerry Deaton  
Winford Prewitt  
Sonny Shepherd

Secretary

Christy Cassel  
Marcia Durham  
Gwen Durham  
Debra Finfrock  
Cindy Kuehlthau  
Diana Spencer  
Angelia Venable  
Megan Winn

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to  
approve agenda Item IV. 8.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

**9. Employment – Temporary Summer Workers**

The Administration recommends the following as temporary summer workers, contingent upon completion of all state and local requirements for employment.

A. Transportation Department helpers, at a rate \$8.00 per hour, not to exceed 40 hours per week for a maximum of 120 hours; as needed June 24, 2013 through July 12, 2013.

1. Ty Tolliver
2. Darrell Bryant

B. Custodian helper, at the rate of \$8.00 per hour, not to exceed 40 hours per week, for a maximum of 13 weeks; as needed from June 3, 2013 through August 30, 2013.

1. Melissa Boomershine
2. Molly Eck
3. Malissa Miller
4. Belinda Moormeier
5. Emily Schaffer
6. Kristina Sheets
7. Sonny Shepherd
8. Janice Wentzell

C. Maintenance helper at the rate of \$8.00 per hour, not to exceed 40 hours per week, for a maximum of 11 weeks, as needed from June 3, 2013 through August 30, 2013.

1. Scott Burnett

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 9.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_  
President declares motion \_\_\_\_\_.

### **10. Approval of Volunteers**

The Administration recommends approval of the following volunteers for the 2012-2013 school year; contingent upon completion of all state and local requirements, including criminal background check if necessary.

- A. Eric Mendenhall, Volunteer Cheer Advisor
- B. Jeremy Fudge, Volunteer Football Assistant Coach
- C. Troy Titus, Volunteer Girls Basketball Coach
- D. Dennis Rediker, Volunteer Girls Soccer Coach

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 10.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_  
President declares motion \_\_\_\_\_.

### **11. Approval of Daily School Schedule**

The Administration recommends approving the following daily schedules for the 2013-2014 school year:

Bruce Elementary and East Elementary, Start of School Day (Tardy Bell) 8:45 a.m. ; End of School Day 3:15 p.m.

Eaton High School and Eaton Middle School, Start of School Day (Tardy Bell) 7:30 a.m. ; End of School Day 2:20 p.m.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 11.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

### **12. Approval for All Day Kindergarten**

The Administration recommends approval for all day every day kindergarten for the 2013-2014 school year.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 12.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

### **13. Eaton High School Registration Handbook**

The Administration recommends approval of the 2013-2014 registration handbook for Eaton High School. The handbook is on file at the High School and the Central Administrative Office.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 13.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

**14. Approval of Walk Zones**

The Administration recommends approval of the walk zones for the 2013-2014 school year as submitted by the Transportation Supervisor. Walk zones are subject to changes based on student and/or district needs (Attachment A).

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 14.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool\_\_\_ Renner \_\_\_

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

**15. Approval of Contract with Preble County Educational Service Center for FY14**

The Administration recommends approval of the FY14 agreement with the Educational Service Center (Attachment B)

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 15.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool\_\_\_ Renner \_\_\_

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

**16. Approval of Contract with the Preble County Educational Service Center for Psychologist**

The Administration recommends approval of a contract with the Preble County Educational Service Center for additional Psychologist services for the 2013-2014 school year. Positions to be paid through federal grants.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 16.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool\_\_\_ Renner \_\_\_

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

**17. Agreement with Walsworth Publishing Company**

The Administration recommends approval of a 2 year agreement with Walsworth Publishing Company for printing services for the Eaton High School yearbook.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV.17.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool\_\_\_ Renner \_\_\_

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

**18. Agreement with Side Effects, Inc.**

The Administration recommends approval of a Sports Marketing Agreement with Side Effects, Inc. for a period of 6 years (Attachment C).

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV.18.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

#### **19. Agreement with the Preble County YMCA**

The Administration recommends approval to enter into a contract with the Preble County YMCA to provide transportation for the 2013 Preble County YMCA Day Camp, June 7, 2013 through August 30, 2013. Travel would include various destinations in Ohio and Indiana.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV.19.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

#### **20. Response to Request for Liquor Permit**

The Administration recommends review and Board Action regarding a "Notice for Liquor Permit" which has been filed by a vendor located approximately 304 feet from school property (Attachment D).



Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 20.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

## **21. Board of Education Policy Updates**

The Administration recommends the first reading of the following revisions to the Board of Education policies and regulations:

- A. Evaluation of Certified Staff (Teachers) – AFC-1 (Attachment E)
- B. Evaluation of Certified Staff ( Administrators both Professional and Support) – AFC-2 (Attachment F)
- C. Voting Method – BDDF-E (Attachment G)
- D. Data and Records Retention – EHA & EHA-R (Attachment H)
- E. Criminal Records Check – GBQ (Attachment I)
- F. Family Medical Leave – GBR (Attachment J)
- G. Certified Staff Contracts and Compensation Plans - GCB-2 (Attachment K)
- H. School Admission – JEC (Attachment L)
- I. Admission of Nonresident Students – JECB (Attachment M)
- J. Student Records – JO & JO-R (Attachment N)
- K. Public’s Right to Know – KBA (Attachment O)

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 21.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

## **22. Approval of Out-of-State Student Trips**

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

- A. Eaton High School Volleyball Team and coaches to Centerville High School Volleyball Camp, Centerville, Indiana, July 8-10, 2013.
- B. Eaton High School Varsity Competition Cheer Team and Coaches to the National High School Cheerleading Championships, Orlando, Florida, February 6-10, 2014.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 22.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

## **23. Annual Membership with OHSAA**

The Administration recommends approval of the *RESOLUTION AUTHORIZING 2013-2014 MEMBERSHIP IN OHIO HIGH SCHOOL ATHLETIC ASSOCIATION*

**WHEREAS**, the Eaton Community School District has satisfied all the requirements for membership in the Ohio High School Athletic Association, a voluntary not-for-profit association; and

**WHEREAS**, the Board of Education and its Administration desire for the schools with one or more grades at the 7-12 grade level under the jurisdiction to be voluntary members of the OHSAA;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION** that Eaton Middle School and Eaton High School shall

be members of the OHSAA and that the Constitution, Bylaws and Sports Regulations of the OHSAA shall be approved and adopted by the Board of Education for its own minimum student eligibility standards. The Board of Education reserves the right to raise the eligibility standards as the Board deems appropriate;

**BE IT FURTHER RESOLVED** that the schools under this Board's jurisdiction agree to be primary enforcers of the Constitution, Bylaws and Sport Regulations and their interpretations.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 23.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

#### **24. Approval of Summer Camps**

The Administration recommends approval of the following summer camps.

- A. Girls Basketball Youth Camp, Grades 4-8, June 3- 6, 2013.
- B. Coed Golf Camp, Grades 3-12, June 4-7, 2013
- C. Eaton Football Youth Camp, Grades 4-8, June 17-20, 2013
- D. Boys Basketball Youth Camp, Grades 3-8, June 24-27, 2013
- E. Eaton Jr. High Volleyball Camp, Grades 7-8, July 29-31, 2013

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 24.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

## **25. Textbook Adoptions**

The Administration recommends the adoption of the following textbooks:

### A. Personal Finance, McGraw-Hill 2012

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV.25.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

## **26. Tentative Graduation List for 2013**

The Administration recommends approval of the tentative list of graduates for the Class of 2013 (Attachment P)

Graduation will be held on June 2, 2013 at 7:30 p.m. at Park Avenue Field. Participation in the graduation ceremony is contingent upon meeting all state and locally adopted requirements. The high school principal is authorized to remove from the graduation list any student who fails to meet those requirements. The final list of graduates will be approved in July.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 26.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

## **27. Surplus Items**

The Administration recommends approval to declare certain items as surplus and to dispose of them:

- A. 59 Band Instruments – beyond repair (Attachment Q)
- B. 9 Strips of Cheer Floor (being purchased by Dixie High School)

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 27.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

## **28. Donations**

The Administration recommends acceptance of the following donations.

- A. From Curtis Christman for the Ruth Ann Christman Memorial Scholarship Fund.
- B. From the following businesses and organizations for the Senior Citizens Lunch:
  - a. Walmart
  - b. R. Books & Gifts, Robin Morin
  - c. Parker Hannifin
  - d. Eaton Floral

- e. Subway
- f. Eaton National Bank
- g. CRW Studios
- h. Town & Country Veterinary Clinic
- i. Eilerman Insurance
- j. Kramer & Kramer Inc.
- k. Delta Theta Tau Sorority
- l. Henny Penny

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 28.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

### **29. Amendment to April 8, 2013 Resolution #**

The Administration recommends amending Resolution # item K of the April 8, 2013 Board Agenda to reflect the non-renewal of Tonna Ditmer as 8<sup>th</sup> grade volleyball coach.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 29.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool \_\_\_ Renner \_\_\_

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

### **30. Other New Business**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item IV. 30.

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool\_\_\_ Renner \_\_\_

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

### **31. Executive Session**

\_\_\_\_\_ invited to participate in executive session.

To discuss \_\_\_\_\_.

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

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool\_\_\_ Renner \_\_\_

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

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

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

## **V. Adjournment**

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

Discussion

McKinney \_\_\_ Mowen \_\_\_ Parks \_\_\_ Pool\_\_\_ Renner \_\_\_

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

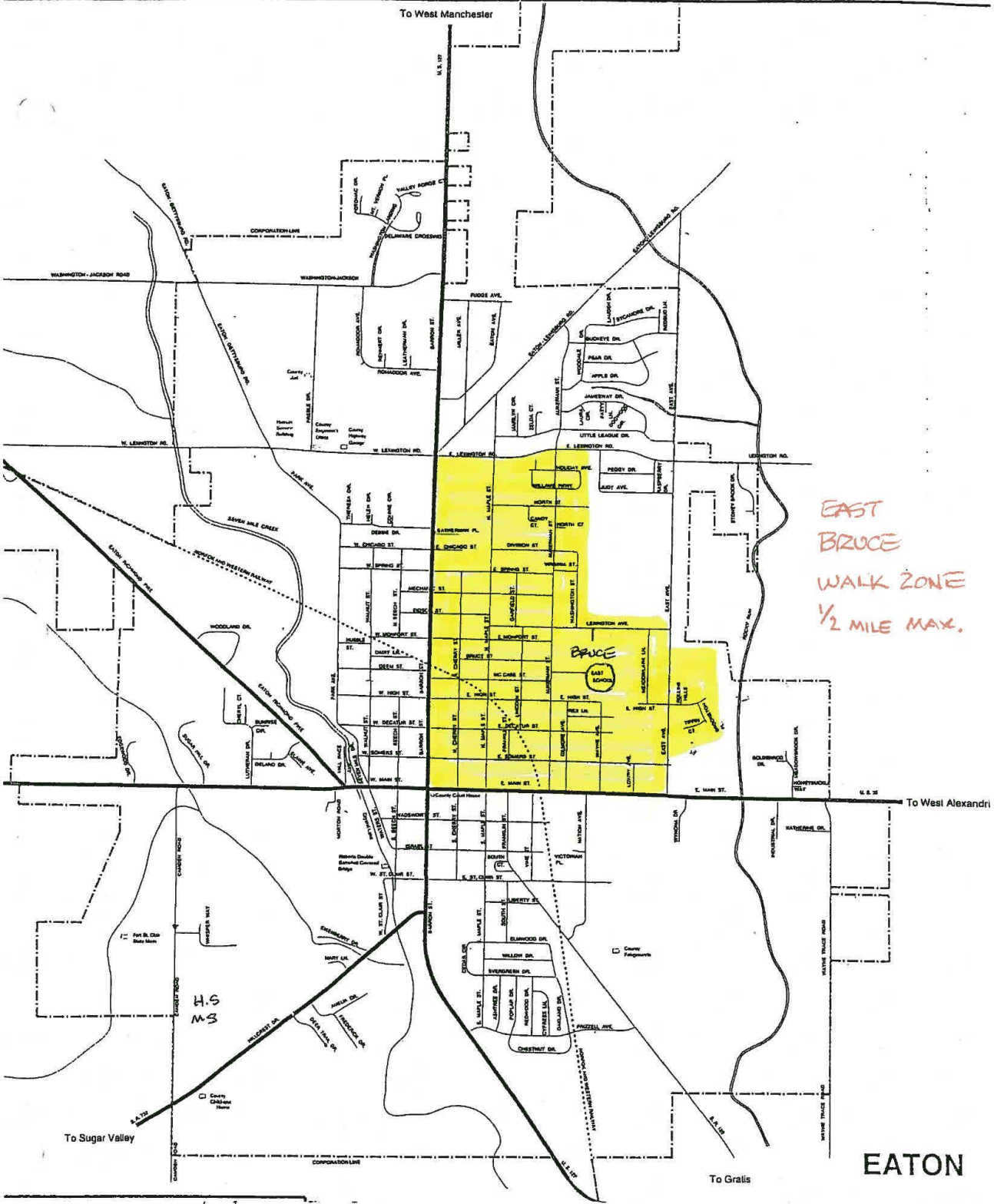
President adjourns meeting at \_\_\_\_\_ p.m.

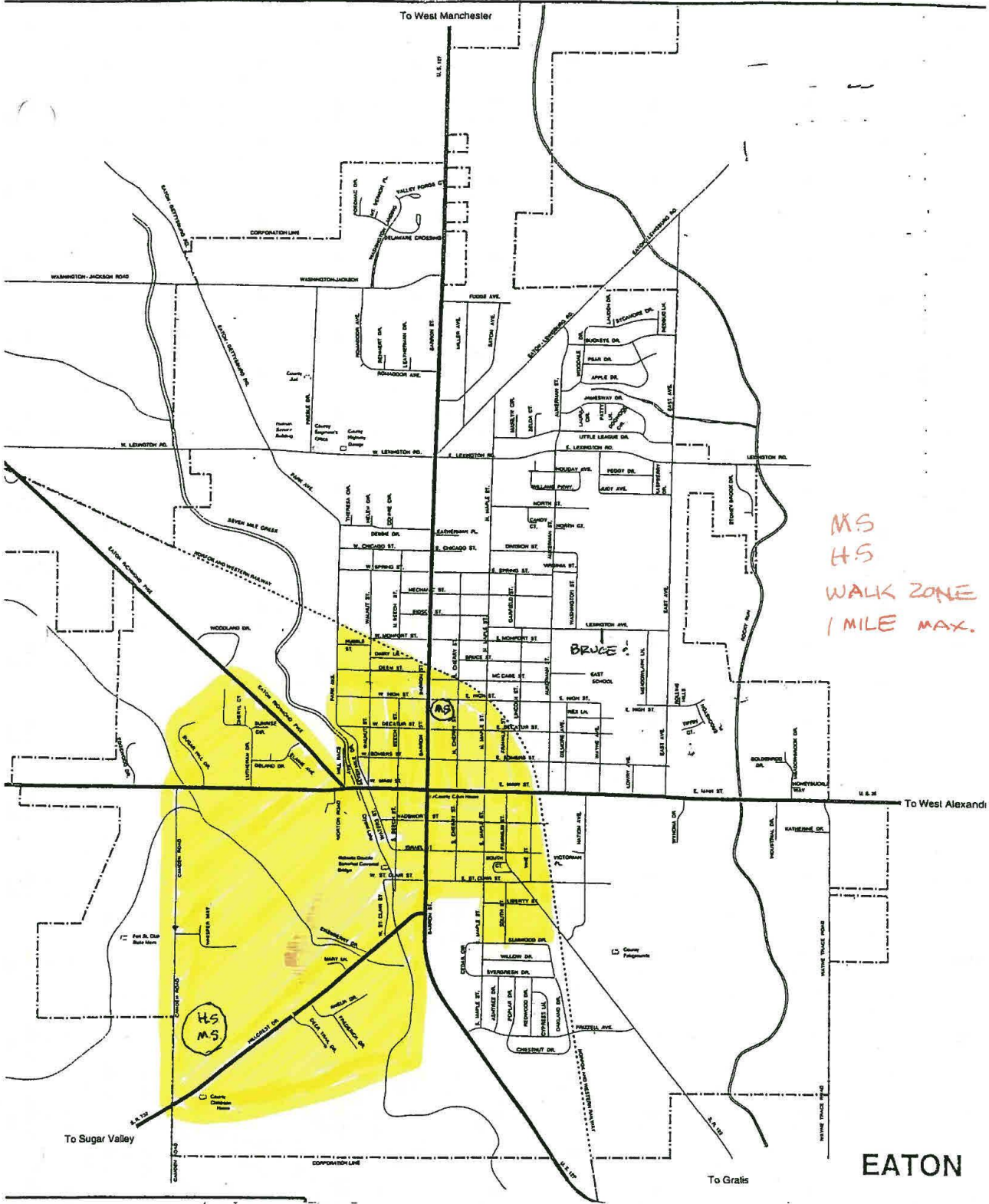
Upcoming Meeting

Monday June 10, 2013 – 6:00 p.m.  
Hollingsworth East Elementary

Year End Special Meeting  
June 27, 2013 – Time TBD  
Hollingsworth East Elementary







**Preble County Educational Service Center  
Contract Amount for FY 2014  
Pursuant to O.R.C. 3317.11 (B) (2)**

REV. 2/2012

County ESC PREBLE County IRN 049254  
District EATON COMMUNITY County PREBLE  
District IRN 043935

The above named parties have entered into a contract for services for fiscal year 2014 in an annual amount of \$1,223,128.

The above amount does not reflect supervisory unit deductions that were agreed upon in the 3313.843 alignment agreement signed in the Spring of 2012. If the State, in the current budget process, changes the way the supervisory units are distributed, and the units are not sent to the ESC, then the ESC will invoice the school district the cost difference on a monthly basis through FY2014.

We, the undersigned, understand that the above annual amount will be deducted from state foundation payments to the school district and paid to the county educational service center on a bi-monthly basis throughout the fiscal year.

We also understand this amount is subject to change contingent upon state funding, student participation or significant increase in costs.

\_\_\_\_\_  
Print District Superintendent Name      District Superintendent Signature      Date

\_\_\_\_\_  
Print District Treasurer Name      District Treasurer Signature      Date

\_\_\_\_\_  
Print ESC Superintendent Name      ESC Superintendent Signature      Date

\_\_\_\_\_  
Print ESC Treasurer Name      ESC Treasurer Signature      Date

EATON							Difference in
	2011-2012	2012-2013			2013-2014		FY 13 Estimate
	Actual	Contract	Estimate	Difference	Contract		and FY 14 Contract
Speech and Hearing	0	0	0	0	0		0
Psych	0	0	0	0	0		0
Pupil Services	62,042	52,445	61,860	9,415	66,132		4,272
Work Study	25,976	26,400	3,516	(22,884)	0		(3,516)
CIPD	103,262	72,222	100,753	28,531	77,820		(22,933)
Resident Educator				0	8,000		8,000
Sub Teacher Hotline	3,095	3,099	3,085	(14)	3,208		123
Enrichment Services	1,739	1,758	1,779	21	6,735		4,956
Alternative Ed	91,291	115,200	88,608	(26,592)	115,910		27,302
Preschool Sp Ed	122,271	177,120	264,778	87,658	329,358		64,580
MD	213,706	270,000	278,100	8,100	289,224		11,124
ED	239,317	230,040	212,574	(17,466)	221,077		8,503
Transportation	69,612	61,380	62,992	1,612	105,664		42,672
Totals	932,311	1,009,664	1,078,045	68,381	1,223,128		145,083



## **MASTER AGREEMENT VARSITY FOOTBALL SCOREBOARD**

This agreement made between **Side Effects, Inc.**, herein called the “**Company**” and **Eaton High School** herein called the “**School**” do hereby agree to the following services:

Whereas, it is the desire of the Company to deliver to the School **electronic scoring and/or advertising equipment**, it is the desire of the Company to contract with advertisers to place advertising sponsors upon static, LED or scrolling advertising panels that are to be displayed during all regular season home sporting events at the sports venue(s) pertaining to the project.

NOW THEREFORE, the parties agree as follows:

1. **COST:** The Company will provide the equipment listed on the attached Equipment Addendum to the designated School once the necessary numbers of sponsors are secured and the money is collected at no cost to the School. Once the prospective sponsorship opportunities have been exhausted, the Company will determine whether Equipment List A or Equipment List B will be purchased by the Company. In the event that sponsorship dollars do not allow for either Equipment List to be purchased, the Company and the School will negotiate the equipment involved. In the event both parties cannot negotiate, the School may not approach or receive any monies from sponsors secured by or contracted with the Company for that project for the term of this agreement.
2. **SPONSOR SOLICITATION:** The Company is responsible for the solicitation of sponsor advertising. The Company is responsible for obtaining the advertising displays described in the Equipment Addendum.
3. **SPONSOR PRICING:** The Company shall set the sponsor cost and determine multi-year pricing. The School agrees to incentives listed in the Equipment Addendum for each of the sponsors through the duration of the sponsor’s contract. The sponsor’s contract will survive any termination of this agreement. The Company is responsible for collection of all advertising revenue.
4. **COPYRIGHTS:** The Company shall obtain the rights to use copyrighted materials from the sponsor or owner of the copyright for use in the intended advertising.
5. **COMMISSIONS & FEES:** The Company is entitled to a 40% commission from sales of the gross advertising dollars. The School is entitled to a 60% share of collected advertising revenue once all School equipment listed on the attached Equipment Addendum is paid for from the School’s share of the revenue. Any signage purchased after the date of delivered equipment will be deducted from the gross collected advertising dollars before sharing the revenue. The School is responsible for installing signage after the initial installation date. If the Company arranges the installation of this additional signage, any installation costs will come from the School’s share of the revenue (if available). Collected revenue is the amount of sponsor dollars collected minus any applicable sponsor finance charges or cancellation fees. Any revenue due to the School will be paid within 6 months from the time all sponsor revenue is collected and upon confirmation of equipment use and the fulfillment of sponsor incentives. There are no out of pocket costs to the School unless agreed upon and indicated in the attached Equipment Addendum.
6. **AD APPROVAL:** The School shall have an opportunity to review and approve all sponsors’ displays prior to publication if they so choose. The School must give written notice of their desire to see the sponsor artwork and have written confirmation that this desire was received by the Company. If the School approves a sponsor and/or sponsor ad sign display and once installed requests that the sponsor and/or their display be removed, the School is responsible

for all costs associated with the removal including service costs, labor costs, equipment costs, cancellation fees, travel costs and including but not limited to all legal costs associated with that request.

- 7. **AD DISPLAY:** The School agrees to display the sponsor ads in accordance to the general accepted practices to maximize exposure of the sponsor ads, including all regular season home sporting events as may be applicable. In the event that the School does not host regular season athletic events at the venue for an entire season, or should the School voluntarily refuse to display the sponsors' displays/advertisements, the School will be responsible for any pro-rated sponsorship refunds.
- 8. **OWNERSHIP:** The School shall own the equipment upon delivery to the School campus site.
- 9. **MAINTENANCE:** The School shall be responsible for maintenance, repair and operation of the equipment. The School shall be responsible for installing replacement or additional ad panels. The Company will arrange the installation if there is project revenue available unless written notice is received. If there is no School revenue available, the School will be responsible for the cost of installation/repair, or the Company shall finance the cost of the installation/repair including any applicable finance fees. All repairs shall be affected in a timely basis. The School shall benefit from all OEM equipment warranties.
- 10. **TERM:** The term of this agreement shall commence immediately and shall last until six (6) years from the date that the equipment is installed (scoreboard signage, sign cabinet) or is delivered (scoretable) whichever date is later. After this term, the agreement automatically renews thereafter on a year-to-year basis unless written intent to terminate is given to the Company from the School 60 days prior to an anniversary of this agreement. In the event of the termination of this contract, the School shall honor all advertising contracts in effect until their conclusion.
- 11. **TERMINATION:** Termination may occur in the event of the following:
  - a. If Company becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors.
  - b. The Company may cancel a Equipment Addendum in the event initial advertising revenue does not cover the equipment listed in the Equipment Addendum and the School and Company are not able to renegotiate the equipment involved. The Company is responsible for any refunds due sponsors.
- 12. **INSURANCE:** All contractors or subcontractors installing equipment or ads will carry comprehensive general and automotive liability insurance.
- 13. **OTHER PROJECTS:** Other intrusive sponsor/projects are not permitted. Existing programs are permissible and must be disclosed in writing at the time of signing. New signage/displays within the same venue inhibit the success of this project and thus are not permitted.
- 14. **GOVERNING LAW:** This agreement will be governed by and constructed in accordance with the laws of the State of Ohio without reference or regard to conflict of law provisions or other laws of any jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Ohio. The Sponsor agrees that any litigation arising directly or indirectly out of, or in any way relating to this Agreement shall commence exclusively in the State of Ohio Courts of Warren County, and that School, by this Agreement, consents to the jurisdiction of these courts.

The terms and conditions of this agreement shall not be binding until signed by all parties, as appropriate, and shall be effective as dated below. The true term of this agreement will begin upon the installation of the equipment listed on the Equipment Addendum.

**The School**

**Side Effects, Inc.**

\_\_\_\_\_  
Authorized School Representative Signature / Date

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Printed Name / Title

**OHIO DEPARTMENT OF COMMERCE-DIVISION OF LIQUOR CONTROL**  
 6606 Tussing Road, P.O. Box 4005,  
 Reynoldsburg, Ohio 43068-9005 Ph (614) 644-2431  
**INSTITUTION NOTICE FOR LIQUOR PERMIT**

Name of Institution  
**To:**

**EATON PUBLIC SCHOOL FOOTBALL FIELD**

**EATON BOARD OF EDUCATION**

**307 NORTH CHERRY ST**

**EATON, OHIO 45320**

Type of Application  
**Re: TRFO C1 C2**

Application Number  
**# 3080102**

Applicant Name  
**GAVY LLC**

DBA  
**DBA: SAMMYS FOOD MART**

Address  
**306 W RICHMOND PIKE**

Address  
**EATON OHIO 45320**

**Dear Institution Representative:** **Approx. Distance 304' Feet**

A liquor permit has been applied for at the above captioned location. The Division of Liquor Control is required to notify any church, school, library, public playground, or township park that is located within 500 feet of a proposed permit premises. Your institution, as well as the local legislative authority, is being given the opportunity to object to the issuance of this permit. This is your opportunity to object to the above referenced permit application.

**Please complete and return this form no later than 30 days from the date of this notice.** Include the name, title, address and telephone number of the representative of the institution who is to attend the hearing. If an objection is filed and a hearing is scheduled, your representative should appear and testify in support of the objection. Otherwise the objection will be overruled. Objections based solely upon philosophical opposition to alcohol consumption are not sufficient grounds for sustaining an objection. You may wish to retain legal counsel to represent your interests, as the hearing is a legal proceeding.

**PLEASE CHECK THE APPLICABLE BOX AND RETURN THIS FORM WITHIN 30 DAYS**

We do not object to this Permit.

We request the Division of Liquor Control document our objection to the issuance of this permit but we do not request a hearing. In choosing this option I understand that it is only an objection for the record and will not adversely impact the issuance of this permit.

We object and request a hearing on the advisability of issuing of this permit. Please hold the hearing in Columbus.

We object and request a hearing on the advisability of issuing of this permit. Please hold the hearing in the county seat of the premises.

<small>(Signature of Authority in Control of Institution)</small>	<small>(Telephone Number)</small>	<small>(Date)</small>
<small>(Name, Title of person to Attend Hearing)</small>		
<small>(Address)</small>		

**CERTIFICATE OF SERVICE**

The above notice was served to **AUTHORITY IN CONTROL, 307 NORTH CHERRY ST, EATON, OHIO**  
(Name) (Address)

**937-456-1107** , the authority in control of subject institution on **4/5/13 8:00 AM** by  
(Telephone) (Date)

CERTIFIED MAIL, RETURN RECEIPT REQUESTED or  PERSONAL SERVICE or  STOREFRONT

<small>(Signature and Title of Recipient)</small>	<small>(Compliance Officer, Unit #, Date)</small>
<i>[Signature]</i>	<b>R. LEAR #468</b> <i>[Signature]</i>
<small>(Print Name and Title of Recipient)</small>	<b>FOR TTY USERS DIAL ORS 1-800-750-0750</b> EOE/ADA SERVICE PROVIDER

**EX 400**

**CERTIFIED MAIL # 70101670000138093383**

## EVALUATION OF PROFESSIONAL STAFF (Teachers)

A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operation of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education. Any updates to this framework adopted by the State Board of Education shall automatically be incorporated in this policy.

The Board directs the Superintendent/designee to implement this policy in accordance with State law. The requirements of this policy prevail over any conflicting provisions of collective bargaining agreements entered into on or after September 24, 2012.

Notwithstanding Ohio Revised Code section 3319.09, this policy applies to any person employed under a teacher license issued under Ohio Revised Code chapter 3319, or under a professional or permanent teacher's certificate issued under former section 3319.222, and who spends at least 50% of the time employed providing student instruction. This teacher evaluation policy does not apply to substitute teachers.

### Credentialed evaluators

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation completed under this policy shall be conducted by a person who is eligible in accordance with ORC 3391.111(D).

### Effectiveness Rating

Teachers are assigned an effectiveness rating in accordance with the State Board of Education Framework of Accomplished, Proficient, Developing or Ineffective. This rating will be determined based on 50% teacher performance and 50% student growth measures. Student growth will be determined through multiple measures.

Annually, the Board submits to the Ohio Department of Education, the number of teachers assigned an effectiveness rating. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

### Teacher Performance Calculation

Teachers are evaluated via two formal observations and periodic classroom walk-throughs. The 50% teacher performance measure is based on the Ohio Standards for the Teaching Profession and determined by using a rating rubric (Teacher Performance Evaluation Rubric) consisting of indicators



based on the Ohio Standards for the Teaching Profession. The evaluation process requires the evaluator to use evidence gathered in a variety of avenues (professional growth or improvement plans, observations, walk-throughs, and conferences) to determine a teacher performance rating.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance in consultation with teachers. The Board directs the Superintendent/designee in consultation with teachers to develop procedures for these evaluation tools.

### Student Growth Calculation

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. The student growth component includes one or more of the following: (1) Value-added data; (2) ODE approved assessments; and/or locally determined measures (student learning objectives (SLOs)); in accordance with state law and State Board of Education requirements.

Fifty percent (50%) of a teacher's evaluation must be comprised of student growth measures. When available, value-added data shall be included in the multiple measures used to evaluate student growth. In the calculation for student academic growth, students shall be excluded per state law and regulation.

### Professional Growth and Improvement Plans

All teachers who meet expected or above expected levels of student growth must develop professional growth plans. Teachers meeting below-expected levels of student growth must develop an improvement plan with their credentialed evaluator. The Board will provide professional development and growth opportunities in accordance with state law and regulation.

### Evaluation Timeline

Credentialed district evaluators evaluate teachers annually. Annual evaluations include two formal observations of at least 30 minutes each and classroom walkthroughs. Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, shall, in the final contract year, receive at least three formal observations during the evaluation cycle.

All teacher evaluations are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teachers' most recent evaluations carried out under this policy every two years. Biennial evaluations conducted under this policy are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year.

### Testing for Teachers in the Core Subjects

File: AFC-1

Beginning with the 2015-16 school year, teachers of core subject areas, as defined by State law, who have received a rating of Ineffective on the evaluations conducted under law and this policy for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the Ohio Department of Education.

### Retention and Promotion

The Board uses evaluation results for retention and promotion decisions. Procedures for use by district administrators in making retention and promotion decisions will be adopted by the Board.

Seniority shall not be the basis for making retention (reduction in force) decisions, except when making a decision between teachers with comparable evaluations.

### Removal of Poorly-Performing Teachers

District administrators will present recommendations for removal of poorly performing teachers based on evaluation results. The Board uses the administrators' recommendations and evaluation results for removing poorly performing teachers. Evaluation shall be considered when the Board proceeds according to statute to remove poorly performing teachers.

[Adoption Date:]

LEGAL REFS.: ORC 3319.11; 3319.111; 3319.112; 3319.16; 3319.58  
Chapter 4117  
OAC 3301-35-05

CROSS REFS.: AF, Commitment to Accomplishment  
GBL, Personnel Records  
GCB, Professional Staff Contracts and Compensation Plans

CONTRACT REF.: Teachers' Negotiated Agreement

EVALUATION OF CERTIFIED STAFF  
(Administrators Both Professional and Support)

The Superintendent institutes and maintains a comprehensive program for the evaluation of administrative personnel. Administrative personnel are all persons issued contracts in accordance with the Ohio Revised Code, including the following: assistant superintendents, principals, assistant principals and all other personnel required to maintain certificates in order to be employed as pupil-personnel workers and educational administrative specialists (provided that such person spends less than 50% of his/her time teaching or working with students) and any other employee whose duties enable him/her to be considered either a “supervisor” or “management-level employee” excluded from all of the employee bargaining units.

The purpose of administrator evaluations is to assess the performance of administrators, to provide information upon which to base employment and personnel decisions and to comply with the requirements of State law. All administrators are evaluated annually. In the year an administrator’s contract does not expire, the evaluation is completed by July 31, and a copy is given to the administrator. In the year an administrator’s contract does expire, two evaluations are completed, one preliminary and one final. The preliminary evaluation is conducted at least 60 days prior to ~~March 31~~[June 1](#) and prior to any Board action on the employee’s contract. A written copy of the preliminary evaluation is given to the administrator at this time. Evaluations are considered by the Board in determining whether to re-employ administrators. In addition, evaluations should assist administrators in developing their professional abilities in order to increase the effectiveness of District management.

The final evaluation includes the Superintendent’s intended recommendation for the contract of the employee. A written copy of the final evaluation must be provided to the employee at least five days prior to the Board’s action to renew or nonrenew the employee’s contract. [The employee may request a meeting with the Board prior to any Board action on his/her contract. The employee may have a representative of his/her choice at the meeting.](#)

The evaluation measures the administrator’s effectiveness in performing the duties included in his/her written job description. The evaluations are conducted annually by the Superintendent/designee.

Evaluation criteria for each position are in written form and are made available to the administrator. The results of the evaluations are kept in personnel records maintained in the Treasurer’s office. The evaluated administrator has the right to attach a memorandum to the written evaluation. Evaluation documents, as well as information relating thereto, are accessible to each evaluatee and/or his/her representative.

[Ohio Principal Evaluation System \(OPES\)](#)

Procedures for evaluating principals and assistant principals are based on principles comparable to the Ohio Teacher Evaluation System, but are tailored to the duties and responsibilities of principals and assistant principals and the environment in which they work. Principals and assistant principals are evaluated under the above system, with the inclusion of the following components.

Principals and assistant principals are assigned an effectiveness rating of Accomplished, Proficient, Developing or Ineffective. This rating will be determined based on 50% measures of principal or assistant principal performance and 50% student growth measures. Student academic growth is determined through multiple measures.

Principals and assistant principals are evaluated via two formal observations and periodic building walk-throughs. The 50% principal and assistant principal performance measure is based on the Ohio Standards for Principals. Proficiency on the standards includes consideration of professional goal setting, communication and professionalism, and skills and knowledge.

Student academic growth is evaluated by a combination of: (1) Value-added data; (2) ODE approved assessments and/or (3) Board determined measures. When available, value-added data shall be included in the multiple measures used to evaluate student growth. Resulting data from Board-determined multiple measures will be converted to a score of: (1) Above, (2) Expected or (3) Below student growth levels.

The Superintendent/designee evaluates all principals and assistant principals annually. Annual evaluations include two formal observations at least 30 minutes each and periodic building walkthroughs.

The Board allocates financial resources to support professional development in compliance with State law and the State Board of Education's evaluation framework.

[Adoption date: June 1, 2003]

[Re-adoption date: January 14, 2013]

LEGAL REFS.: ORC 3319.02; 3319.03; 3319.04; [3319.111](#); 3319.16; 3319.17; 3319.171; 3319.22

OAC 3301-35-05

CROSS REFS.: AF, Commitment to Accomplishment  
GBL, Personnel Records

VOTING METHOD  
(5-Member Board)

ITEM	# NEEDED	REFERENCE ORC
Declare it necessary to issue bonds	3 (a)	133.18 133.01(U)
Declare, by remaining members, that reasons for a member's absence for 90 days are insufficient to continue membership	3 (e)	3313.11
Fill a vacant Board seat (majority of remaining members)	3 (f)	3313.11
Purchase or sell real estate	3 (a)	3313.18
<del>Appoint</del> <u>Employ</u> any employee	3 (a)	3313.18
Elect or appoint an officer	3 (a)	3313.18
Pay any debt or claim	3 (a)	3313.18
Adopt textbook	3 (a)	3313.18
Dispense with resolution authorizing purchase or sale of personal property, appointment of employees, etc., if annual appropriation resolution has been adopted by a majority of full membership	3 (a)	3313.18
<del>Remove the</del> <u>Termination of</u> Treasurer <del>at any time</del> for cause	<del>4 (b)</del> <u>3 (a)</u>	<del>3313.22</del> <u>3319.16</u>
Appoint Treasurer Pro Tempore	3 (a)	3313.23

Determine that Treasurer's incapacity is removed	3 (a)	3313.23
Remove Treasurer Pro Tempore at any time for cause	4 (b)	3313.23
Affirm, reverse, vacate or modify an order of student expulsion; reinstate a student	3 (a)	3313.66 (E)
Employ or re-employ a superintendent	3 (a)	3319.01
Appoint Superintendent Pro Tempore	3 (a)	3319.011
Remove Superintendent Pro Tempore at any time for cause	4 (b)	3319.011
<del>Suspend or remove</del> Termination of Business Manager <u>for cause</u>	<del>4 (b)</del> 3 (a)	<del>3319.06</del> <u>3319.16</u>
Re-employ any teacher who the Superintendent refuses to recommend for re-employment	4 (c)	3319.07
Re-employ a teacher not nominated by the Superintendent	4 (c)	3319.07
Reject the recommendation of the Superintendent that a teacher eligible for continuing contract be granted a continuing contract	4 (c)	3319.11
Determine, at a regular meeting, which textbooks shall be used in the schools under its control	3 (a)	3329.08
Transfer funds in certain cases	4 (b)	5705.14

## DATA AND RECORDS RETENTION

All records<sup>1</sup> are the property of the District and are not removed, destroyed, mutilated, transferred or otherwise damaged or disposed of, in whole or in part, except as provided by law or under the rules adopted by the District Records Commission. Such records shall be delivered by outgoing officials and employees to their successors and shall not be otherwise removed, transferred or destroyed unlawfully.

The District Records Commission is composed of the Board President, the Treasurer and the Superintendent. The commission meets at least once every 12 months.

The functions of the commission are to review applications for one-time ~~records~~ disposal of [obsolete records](#) and schedules of records retention and disposition submitted by any employee of the District. Records may be disposed of by the District pursuant to the procedure outlined below. The commission may at any time review any schedule it has previously approved and may revise that ~~schedule~~ [schedule, in accordance with State law](#).

The Superintendent designates a “Records Officer” in each department/building who is responsible for all aspects of records retention including electronic mail within that department/building.

~~When the District Records Commission has approved records have been approved for disposal, the Records Commission sends a list of such records to the Auditor of State. If he/she disapproves the action by the commission, in whole or in part, he/she so informs the commission within a period of 60 days, and these records are not destroyed. An application for on-time disposal of obsolete records, or any schedule of records retention and disposition, the applications and/or schedules are sent to the Ohio Historical Society (OHS) for review. The OHS will review the application or schedule within a period of 60 days. During this time the OHS may select for its custody any records it considers to be of continuing historical value. The OHS will denote upon any schedule of records retention, and disposal, the records for which they will require a certificate of records disposal prior to their disposal. After the OHS has completed their review, OHS will forward the applications and/or schedules to the Auditor of State for their approval or disapproval. The Auditor of State must approve or disapprove the application and/or schedule within 60 days.~~

Before public records are disposed of [pursuant to an approved schedule](#), ~~the Ohio Historical Society is informed and~~ District must inform OHS of the disposal of [only the records that OHS has requested to see](#). OHS is given the opportunity for a period of ~~60~~ [15](#) days to select for its custody such public records as it considers to be of continuing historical value.<sup>2</sup>

[Electronic Mail and Social Media Content](#)

~~Electronic mail sent or received by the Board and/or District employees~~ and social media content may be considered a public record subject to public disclosure or inspection under Ohio's Open Meetings Act (Sunshine Law). ~~Upon sending or receiving electronic mail, all users shall segregate or store public electronic mail records.~~ If the electronic mail or social media content is the District's official record and meets the definition of a record as defined by State law, then the information must be retained in accordance with District records retention schedule.

All Board and District electronic mail communications and social media content are monitored in accordance with the attached regulation to ensure that all ~~public~~-electronic mail and social media public records are retained, archived and destroyed in compliance with State law.

District employees are subject to disciplinary action for violation of this policy and regulation.

[Adoption date: June 1, 2003]

[Re-adoption date: January 14, 2013]

LEGAL REFS.: Family Educational Rights and Privacy Act; 20 USC 1232g et seq.

ORC 9.01

149.011; 149.35; 149.381; 149.41; 149.43

3313.29

3319.321

3701.028

Ohio Historical Society Form RC-1

Ohio Historical Society Form RC-2

Ohio Historical Society Form RC-3

Auditor of State Form RC-2

CROSS REFS.: DI, Fiscal Accounting and Reporting

GBL, Personnel Records

JO, Student Records

KBA, Public's Right to Know

<sup>1</sup>Records include any documents devices or items, regardless of physical form or characteristic, including an electronic record (as defined in Ohio Revised Code (RC) 1306.01), created or received by or coming under the jurisdiction of the District which serves to document the organization, functions, policies, decisions, procedures, operations or other activities of the District. ORC Section 149.011

<sup>2</sup>The Historical Society may not review or select for its custody the records set forth in ORC Section ~~149.41(A) and (B)~~ 149.381(E).



File: EHA-R

## DATA AND RECORDS RETENTION (Electronic Mail [and Social Media Content](#))

The Ohio Electronic Records Committee has established the following guidelines for managing electronic mail (e-mail) [and social media content](#).

Retention or disposition of e-mail messages [and social media content](#) must be related to the information they contain or the purpose they serve. The content, transactional information and any attachments associated with the message are considered a record (if they meet State law criteria). Because the content of e-mail messages [and social media content](#) may vary considerably, the content must be evaluated to determine the length of time messages [and content](#) must be retained.

### Electronic Mail

There are two categories of e-mail retention: non-record messages and official record messages.

#### Non-Record Messages

E-mail messages that do not meet the criteria of the Ohio Revised Code definition of a record may be deleted at any time, unless they become part of some official record as a result of special circumstances. These items may be immediately deleted, or maintained in a "Non-Record" mail box and deleted later, just as you might trash the unwanted publications or promotional flyers. Types of messages may include:

1. Personal Correspondence: Any e-mail not received or created in the course of state business may be deleted immediately, since it is not an official record. Examples include, but are not limited to, the "Let's do lunch" (not a business lunch) or "Can I catch a ride home" type of note.
2. Non-State Publications: Publications, promotional material from vendors and similar materials that are "publicly available" to anyone are not official records. In the electronic world, this includes list serve messages (other than those you post in your official capacity), unsolicited promotional material ("spam"), files copied or downloaded from Internet sites, etc.

File: EHA-R

## Official Record Messages

E-mail messages that meet the definition of a record in the ORC are official records and must be scheduled, retained and disposed of as such. These official records fall into the following categories:

1. Transient Messages: This type of e-mail has a very limited administrative value. Transient messages do not set policy, establish guidelines or procedures, certify a transaction or become a receipt. The informal tone of transient messages might be compared to a communication that might take place during a telephone conversation in an office hallway.

Transient Documents: Include telephone messages, drafts and other limited documents which serve to convey information of temporary importance in lieu of oral communication.

Retention: Until no longer of administrative value, then destroy

2. Intermediate Messages: E-mail messages that have more significant administrative, legal and/or fiscal value but are not scheduled as transient or permanent should be categorized under other appropriate record series. These may include (but are not limited to):
  - A. General Correspondence: Includes internal correspondence (e.g., letters, memos); also, correspondence from various individuals, companies and organizations requesting information pertaining to agency and legal interpretations and other miscellaneous inquiries. This correspondence is informative (it does not attempt to influence District policy).

Retention: 1 year, then destroy

- B. Routine Correspondence: Referral letters, requests for routine information or publications provided to the public by the District which are answered by standard form letters.

Retention: 6 months, then destroy

- C. Monthly and Weekly Reports: Document status of ongoing projects and issues; advise supervisors of various events and issues.

Retention: 1 year, then destroy

File: EHA-R

- D. Minutes of Agency Staff Meetings: Minutes and supporting records documenting internal policy decisions.

Retention: 2 years, then transfer to State Archives for their possible retention or destruction

3. Permanent Messages: E-mail messages that have significant administrative, legal and/or fiscal value and are scheduled as permanent also should be categorized under the appropriate record series. These may include, but are not limited to:

- A. Executive Correspondence: Correspondence dealing with significant aspects of the administration of executive offices. Correspondence includes information concerning policies, program, fiscal and personnel matters.

Retention: 2 years, then transfer to State Archives

- B. Departmental Policies and Procedures: Includes published reports, unpublished substantive reports and policy studies.

Retention: Retain until superseded, obsolete or replaced, then transfer to [State Archives for their possible retention and destruction](#)

### Social Media Content

Social media content that meets the definition of a record as defined by State law is an official record of the District and must be scheduled, retained and disposed of as such. The District will work with stakeholders to determine the appropriate method for preserving content created through the use of social media. When determining whether social media content must be retained, the District will:

1. Look beyond the electronic social medium and analyze the content to determine if the information meets the definition of a record as defined by State law that must be managed and kept in accordance with retention schedules.
2. Determine whether the information or social media content is duplicated elsewhere:
  - A. If the content or information is duplicated elsewhere, then the social media version will be considered a secondary copy and will not need to be maintained in accordance with the records retention schedule.
  - B. When the official record becomes eligible for disposal, duplicate content maintained on social media will also be purged.

[File: EHA-R](#)

3. Whenever possible, the District will make an effort to map the information value of the social media content to existing records retention schedules. If content is determined to have record value and cannot be mapped to an existing schedule, a new retention schedule will be created and approved.

[Re-adoption date: January 14, 2013]

## CRIMINAL RECORDS CHECK

The Board shall request from the Superintendent of the Bureau of Criminal ~~Identification and~~ Investigation (BCI~~I~~) criminal records checks of all candidates under final consideration for employment or appointment in the District. The BCI~~I~~ criminal records checks include information from the Federal Bureau of Investigation (FBI). Unless the individual can demonstrate that he/she has been a resident of the state for the preceding five year and has previously been subjected to a BCI check, in which case only a FBI check is required.

The Board may employ persons on the condition that the candidate submit to and pass a BCI~~I~~ criminal records check in accordance with State law. Any person conditionally hired who fails to pass a BCI~~I~~ criminal records check is released from employment. Applicants are given a separate written statement informing them that the Board uses a criminal records check as part of the initial hiring process and at various times during the employment career. This notice must be on a separate document, which only contains this notice. The applicant's written authorization to obtain the criminal records check will be obtained prior to obtaining the criminal records check.

Prior to taking an adverse action against an applicant or employee (such as declining to employ, reassigning an employee, denying a promotion, suspension, nonrenewal or termination) based in whole or in part on a criminal records check, the applicant or employee is given a written pre-adverse action disclosure statement which includes a copy of the criminal records check and the Federal Trade Commission's notice titled "A Summary of Your Rights Under the Fair Credit Reporting Act."

After taking an adverse action, the applicant or employee is given a written adverse action notice which includes the name, address and telephone number of the BCI~~I~~, a statement that the BCI~~I~~ did not make the decision to take the adverse action and cannot give specific reasons for it, the individual's right to dispute the accuracy or completeness of any information furnished by the BCI~~I~~ and the individual's right to an additional free criminal records check from the BCI~~I~~ upon request within 60 days.

An applicant for employment may provide a copy of a BCI~~I~~ criminal records check to the District. The District may accept this criminal records check in place of its own records check if the date of acceptance by the District is within one year after the date of issuance by the BCI~~I~~.

State law requires subsequent criminal records checks every five years for all school employees except bus drivers. For currently employed bus drivers, a new report is required every six years.

Any and all information obtained by the Board or persons under this policy is confidential and shall not be released or disseminated. Criminal records checks are not public records for purposes of the Public Records Law. Any applicant not hired because of information received from the records check shall be assured that all records pertaining to such information are destroyed.

File: GBQ

Volunteers

The District notifies current and prospective volunteers who have or will have unsupervised access to students on a regular basis that a criminal records check may be conducted at any time.

Contractors

Criminal records checks are required for contractors who meet the following four criteria: (1) the contractor is an employee of a private company under contract with the District to provide “essential school services”; (2) the contractor works in a position involving routine interaction with a child or regular responsibility for the care, custody or control of a child; (3) the contractor is not licensed by ODE and (4) the contractor is not a bus driver.

[Adoption date: June 1, 2003]

[Re-adoption date: February 13, 2006]

[Re-adoption date: January 14, 2013]

LEGAL REFS.: Fair Credit Reporting Act; 15 USC 1681 et seq.

ORC 109.57; 109.572; 109.575: 109.576

2953.32

3301.074

3314.19; 3314.41

3319.088; 3319.089; 3319.22; 3319.222; 3319.29; 3319.291; 3319.302;

3319.303; 3319.304; 3319.311; 3319.313; 3319.315; 3319.39;

3319.391; 3319.392

3327.10

~~OAC 3301-27-01~~

3301-83-06

CROSS REFS.: EEAC, School Bus Safety Program

GBL, Personnel Records

GCBB, Certified Staff Supplemental Contracts

GCD, Certified Staff Hiring

GCPD, Suspension and Termination of Certified Staff Members

GDD, Classified Staff Hiring

GDPD, Suspension, Demotion and Termination of Classified Staff Members

IIC, Community Instructional Resources

ICC, School Volunteers

KBA, Public’s Right to Know

LEA, Student Teaching and Internships

FAMILY AND MEDICAL LEAVE

The Board provides leave to eligible employees consistent with the Family Medical Leave Act of 1993 (FMLA). Eligible employees are entitled to up to 12 work weeks (or 26 work weeks to care for a covered service member) of unpaid family and medical leave in any 12-month period. The Board continues to pay the District’s share of the employee’s health benefits during the leave. In addition, the District restores the employee to the same or an equivalent a similar position after the employee’s return from~~termination of the~~ leave. ~~in accordance with Board policy.~~

In complying with the FMLA, the District adheres to the requirements of applicable State and Federal law.

Additional information is contained in the regulations that follow this policy.

- [Adoption date: June 1, 2003]
- [Re-adoption date: April 13, 2009]
- [Re-adoption date: July 9, 2012]
- [Re-adoption date: January 14, 2013]

LEGAL REFS.: Family and Medical Leave Act of 1993; 29 USC 2601 et seq.; 29 CFR Part 825  
 Genetic Information Nondiscrimination Act of 2008; 42 USC 2000ff et seq.  
 ORC 124.38  
 3313.20  
~~3319.08;~~ 3319.13; ~~3319.131;~~ ~~3319.14;~~ 3319.141

CROSS REFS.: GCBD, Certified Staff Leaves and Absences  
 GDBD, Classified Staff Leaves and Absences

CONTRACT REFS.: Teachers’ Negotiated Agreement  
 Classified Staff Negotiated Agreement

## FAMILY AND MEDICAL LEAVE

### Eligibility

An employee who has worked for the District for at least 12 months ~~is eligible for 12 work weeks of FMLA leave during a rolling 12-month period, provided the employee and who has~~ worked at least 1,250 hours in the 12 months preceding the beginning of the leave is eligible for leave under the Family Medical Leave Act (FMLA). The 12 months an employee must have been employed by the District do not need be consecutive months. The 1,250 hours of service do not include vacation leave, sick leave, holidays or other paid leaves of absences. However, an employee returning from fulfilling his/her Uniformed Services Employment and Reemployment Rights Act (USERRA) covered service obligation shall be credited with the hours of service that would have been performed but for the period of military service in determining whether the employee worked the 1,250 hours of service. ~~An employee may be eligible for 26 work weeks of FMLA leave during a 12-month period to care for a covered service member with a serious injury or illness.~~

### Leave Entitlement

An eligible employee is allowed to take up to 12 workweeks of leave during a 12-month period. To determine the 12-month period in which the 12 workweeks of leave entitlement occurs, the District uses a “rolling” 12-month period measured backward from the date any employee uses any FMLA leave.

An employee may be eligible for 26 workweeks of FMLA leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The District will determine the “single 12-month period” using the 12-month period measured forward from the date an employee’s first FMLA leave to care for the covered servicemember begins.

### Types of Leave

An eligible employee may take FMLA leave for the following purposes:

1. birth and care of a newborn child;
2. placement with an employee of a son or daughter for adoption or foster care;
3. care for a spouse, child, parent with a serious health condition. An employee may not take FMLA leave to care for a parent-in-law;
4. recovery from a serious health condition that keeps the employee from performing the essential functions of his/her job;



5. to respond to a “qualifying exigency” that arises because a spouse, child or parent is a military member on covered active duty or ~~has been called to covered active duty as a member of the Armed Forces or~~
6. ~~to care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, son, daughter, parent or next of kin of the covered servicemember who is or was a member of the Armed Forces and who is currently undergoing medical treatment, recuperation or therapy for either a serious illness or injury that was incurred in the line of duty or for a serious illness or injury that existed before the beginning of active duty and was aggravated by service in the line of duty. In order to be eligible, veterans must have been members of the Armed Forces within five years of receiving such treatment.~~

~~An employee may elect, or the Board may require an employee, to use accrued paid vacation, personal or sick leave for purposes of a family leave. An employer cannot compel an employee to use accrued medical/sick leave in any situation for which the leave could not normally be used. The District requires eligible employees to use any accrued and unused paid vacation, personal or sick leave concurrently with unpaid FMLA leave.~~

#### Spouses Employed by the District

If a husband and wife eligible for leave are both employed by the District, their combined amount of leave for birth, adoption, foster care placement and parental illness may be limited to 12 weeks.

If a husband and wife eligible for leave are both employed by the District, their combined amount of leave to care for a covered service member is limited to 26 weeks.

#### Intermittent and Reduced Leave

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Intermittent leave is leave taken in separate blocks of time due to a single ~~illness or injury~~qualifying reason.

Reduced leave is a leave schedule that reduces the employee’s usual number of hours per work week or hours per workday.

Intermittent or reduced leave is available for the employee’s own serious health condition; to care for a seriously ill spouse, ~~child~~son or daughter, or parent with a serious health condition; to care for a covered servicemember’s serious injury or illness or for leave taken due to a qualifying exigency. Such leave may be used for the birth or adoption/placement of a child only if the Board agrees.

If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the employer's operations.

The Board may provide such leave for medical purposes, but the If the employee needs intermittent leave or leave on a reduced schedule that is foreseeable, the Superintendent may require the employee to temporarily transfer, ~~the employee to a position~~ during the period that the intermittent or reduced leave schedule is required, to an available position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, ~~which is equivalent, but more suitable for intermittent periods of leave. The employee must furnish the Board with the expected dates of the planned medical treatment and the duration of the treatment. The Superintendent must authorize such leave in writing.~~

If an eligible instructional employee (i.e., those whose principal function is to teach and instruct students in a class, a small group or an individual setting) needs intermittent leave or leave on a reduced leave schedule due to foreseeable medical treatments, and the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the District may require the employee either to:

1. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment or

2. transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

### Benefits

The Board maintains the employee's health coverage under the group health insurance plan during the period of FMLA leave on the same conditions as coverage would have been provided if the employee had bene continuously employed during the entire leave period. Prior to the beginning of the FMLA leave, the employee should make arrangements with the Treasurer to pay the employee's share of health insurance ~~(e.g., family coverage).~~

The employee will not lose any other employment benefit accrued prior to the date on which leave began but is not entitled to accrue seniority or employment benefits during the unpaid leave period. Employment benefits could include group life insurance, sick leave, annual leave, educational benefits and pensions.

The Board is entitled to recover health care premiums paid during the leave if the employee fails to return from leave. Recovery cannot occur if the employee fails to return because of the continuation, recurrence or onset of a serious health condition or due to circumstances beyond the control of the employee.

## Notice

When the FMLA leave is foreseeable, the employee must notify the Superintendent ~~of his/her request for leave~~ at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. ~~When the employee requests pre-scheduled medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the District's operations.~~ An employee shall provide at least verbal notice sufficient to make the District aware that the employee needs FMLA-qualifying leave, and the anticipated timing and duration of the leave.

The Board may deny the leave if the employee does not meet the notice requirements.

## Certification

The Board may require the employee to provide a complete and sufficient certification from a health care provider containing specific information ~~required under the law~~ if he/she requests a medical leave. If there is a question concerning the validity of such certification, a second and, if necessary, a third opinion can be required, both at the expense of the District.

Upon the employee's return to work, the Board may ~~requires~~ that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

## ~~Restoration~~ Reinstatement

When the employee returns from the leave, the Board ~~restores~~ reinstates the employee to the same or an equivalent position with equivalent benefits, pay, terms and conditions of employment ~~in accordance with Board policy~~. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA period.

~~Under certain circumstances, the Board may deny restoration to a key employee. The Board complies with the notice requirements of the FMLA in denying restoration. A key employee is one who is among the highest paid 10 percent of the employees and whose absence would cause the District to experience a substantial and grievous economic injury.~~

## Instructional Employees

Special leave rules apply to instructional employees. Instructional employees are those employees whose principal function is to teach and instruct students in a small group, or in an individual setting. This term includes teachers, athletic coaches, driving instructors and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such

as counselors, psychologists or curriculum specialists. It also does not include cafeteria workers, maintenance workers or bus drivers.

~~Limitations apply to instructional employees who take intermittent or reduced leave. If the leave requested is:~~

- ~~1. to care for a family member, to care for a covered servicemember or for the employee's own serious health condition;~~
- ~~2. foreseeable based on planned medical treatment and~~
- ~~3. the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend.~~

~~The Board then may require the employee to choose either to:~~

- ~~1. take the leave for a period or periods of a particular duration, not greater than the planned treatment or~~
- ~~2. transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.~~

The following limitations also apply to instructional employees who take leave near the end of a semester for purposes other than the employee's own serious health condition.

1. When an instructional employee begins leave more than five weeks before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if the leave will last at least three weeks and the employee would return to work during the three-week period before the end of the semester.
2. When an instructional employee begins leave less than five weeks before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if the leave will last more than two weeks and the employee would return to work during the two-week period before the end of the semester.
3. When an instructional employee begins leave less than three weeks before the end of a semester and the leave lasts more than five working days, the Board may require the employee to continue taking leave until the end of the semester.

In all cases, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the Board is not counted as FMLA leave. However, the Board is required to maintain the employee's group health insurance and restore the employee to the same or equivalent job upon the conclusion of the leave.

Failure to Return

~~The Board is entitled to recover health care premiums paid during the leave if the employee fails to return from leave. Recovery cannot occur if the employee fails to return because of the continuation, recurrence or onset of a serious health condition or due to circumstances beyond the control of the employee.~~

[Approval Date: June 1, 2003]

[Re-approval date: April 13, 2009]

[Re-approval date: July 12, 2012]

[Re-adoption date: January 14, 2013]

CERTIFIED STAFF CONTRACTS AND COMPENSATION PLANS  
(Administrators Both Professional and Support)

Fair compensation plans are necessary in order to attract and hold highly qualified administrators to provide and manage a quality educational program.

The Board may establish a salary schedule for its administrators, with the exception that the salary of the Superintendent is usually determined by the employee contract. Notice of annual salary is given to each administrator by July 1.

All administrators shall be issued written limited contracts. The contract specifies the administrative position and duties, the salary and other compensation to be paid for performance of such duties, the number of days to be worked, the number of days of vacation leave and any paid holidays in the contractual year.

The term of administrative contracts will not exceed three years, except that an individual who has been employed as an administrator for three years or more shall be entitled to receive a contract of not more than five years and unless the Superintendent recommends otherwise, not less than two years. The Superintendent may recommend employment of an individual who has served as an administrator in the District for three years or more under a one-year administrative contract once during such individual's administrative career in the District.

An administrator who has earned teacher tenure in the District retains such status while serving as administrator. Any administrator who previously obtained teacher tenure in another district achieves teacher tenure in the District after re-employment with two or more years' experience as an administrator in the District.

The Superintendent's recommendation is considered in all contract renewals. All administrators are evaluated annually. In the year an administrator's contract does not expire, the evaluation is completed ~~by June 30~~ and a written copy is given to the administrator no later than the end of the administrator's contract year as defined by his/her salary notice.

~~In the year an administrator's contract does expire, two evaluations are completed, one preliminary and one final. The preliminary evaluation is conducted at least 60 days prior to March 31 and prior to~~ any Board action on the employee's contract, and. ~~A~~ a written copy of the preliminary evaluation is given to the administrator at that time.

The final evaluation includes the Superintendent's intended recommendation for the employee's contract ~~of the employee~~. A written copy of the final evaluation must be provided to the employee at least five days prior to the Board's action to renew or nonrenew the employee's contract.

Before ~~March 31~~ June 1, any administrator whose contract expires at the end of the school year is notified by the Board of the date on which the contract expires and of the individual's right to request a meeting with the Board in executive session to discuss the reasons for considering renewal or nonrenewal of his/her contract. Also prior to ~~March 31~~ June 1 of the year in which the employment contract ~~of employment~~ expires, any administrator whom the Board intends to nonrenew shall receive written notification of the Board's intent not to re-employ.

The Board may issue an alternative license valid for employing a superintendent or any other administrator, consistent with State law.

[Adoption date: June 1, 2003]

[Re-adoption date: October 8, 2012]

[Re-adoption date: January 14, 2013]

LEGAL REFS.: ORC 3319.01; 3319.02; 3319.111; 3319.12; 3319.225; 3319.27  
4117.01  
OAC 3301-24-11; 3301-24-12

CROSS REFS.: GCBA, Certified Staff Salary Schedules  
GCBB, Certified Staff Supplemental Contracts  
GCBC, Certified Staff Fringe Benefits  
GCBD, Certified Staff Leaves and Absences

## SCHOOL ADMISSION

The District provides free education to District residents between the ages of five through 21 who do not possess a diploma. Students who do not legally qualify as residents may be required to pay tuition as established by law and Board policy.

A student is considered a resident of the District if he/she resides with a parent, grandparent with either power of attorney or caretaker authorization affidavit or a person or government agency with legal custody whose place of residence is within the boundaries of the District. Parents [and grandparents with either power of attorney or caretaker authorization affidavit](#) may be required to present legal proofs of residence.

The Board allows a child to be admitted to the District provided he/she intends to provide evidence that the parent will become a resident of the District within a period of 60 days and upon repayment of the existing tuition rate. If the parent has not established residency within 60 days, the tuition is forfeited.

New entrants at all grade levels are required to present at the time of enrollment a birth certificate or other document as evidence of birth, a certified copy of any child custody order or decree, proof of having received or being in the process of receiving required immunizations and copies of those records pertaining to him/her which are maintained by the school most recently attended.

In addition, students released from the Department of Youth Services (DYS) just prior to requesting admission to the District, may not be admitted until the Superintendent/designee has received all required documents provided by DHS. Forwarded documents are:

1. an updated copy of the student's transcript;
2. a report of the student's behavior in school while in DHS custody;
3. the student's current individualized education program (IEP), if developed, and
4. a summary of the institutional record of the student's behavior.

DYS has 14 days to send the documents to the Superintendent/designee.

[Adoption date: June 1, 2003]

[Re-adoption date: April 11, 2005]

[Re-adoption date: January 14, 2013]



| LEGAL REFS.: ORC 2151.33;

2152.18(D)(4)

| 3109.52;- 3109.~~6153~~; 3109.65;through 3109.~~676~~

3313.48; 3313.64; 3313.67; 3313.671; 3313.672

3317.08

3321.01

OAC 3301-35-04(F)

CROSS REFS.: AFI, Evaluation of Educational Resources  
IGBA, Programs for Students with Disabilities  
JECB, Admission of Nonresident Students  
JEE, Student Attendance Accounting (Missing and Absent Children)  
JHCA, Physical Examination of Students  
JHCB, Immunizations  
JO, Student Records

## ADMISSION OF NONRESIDENT STUDENTS

In order to be eligible for a free public education in the District's schools, a student must be the child of a resident of the District [or reside with grandparent with either power of attorney or caretaker authorization affidavit](#). If legal or permanent custody or legal guardianship of the student has been granted by a court to a resident of the District or a government agency within the District, the student is entitled to attend District schools and tuition is paid in compliance with State law.

In compliance with State law and Board policy, nonresident students are exempt from paying tuition when:

1. an adult resident of the District submits a sworn statement that he/she has begun legal custody proceedings for the student (maximum 60 days permitted);
2. the student is at least 18 but not yet 22 years of age and resides in the District, lives apart from his/her parent(s), supports himself/herself by his/her own labor and does not possess a high school diploma;
3. the student is under 18 years of age, resides in the District and is married, regardless of the residence of the parent(s);
4. the student has a medical condition which may require emergency attention and his/her parent is employed in the District; (The parent(s) of such child must submit to the Board a statement from the child's physician certifying that the child's medical condition may require emergency medical attention.)
5. the student resides with a person other than his/her parent(s) and such student has a parent serving outside Ohio in the U.S. Armed Services; (The student's parent(s) must file an affidavit with the Superintendent stating (1) that the parent is serving outside the state in the U.S. Armed Services, (2) that the parent intends to reside in the District upon returning to the state, and (3) the name and address of the person with whom the student is living while the parent is outside the state. This tuition exemption may be granted only for a period of up to 12 months.)
6. the student resides with a parent who is planning to either have a home built or has purchased a home in the District and is waiting for the closing date of the mortgage loan; (The student's parent(s) must provide the Superintendent with a sworn statement revealing the location of the house and the parent(s)' intention to reside there. The parent(s) must also provide a statement from a homebuilder, real estate broker or bank officer confirming that the house construction is planned or is awaiting approval of the mortgage loan. The period for tuition-free attendance in these cases may extend up to 90 days.)

File: JECB

7. the student resides with his/her parent(s) under the care of a shelter for victims of domestic violence;
8. the student is not a resident of the District, does not require special education and resides with his/her grandparent(s), provided that the Board and the board of education of the district in which the student's parent(s) reside enter into a written agreement showing good cause for the student to be admitted to the District; (The grandparent(s) are required to sign all consent forms required by the District, even if the student would remain in the legal custody of the parent(s).)
9. the student is under the age of 22 and his/her parent(s) moved from the District, but within the county, after the first full week of October, for the remainder of the school year;
10. the student is under the age of 22 and his/her parent(s) moved from the District following the commencement of classes during the student's senior year, for the remainder of the school year and for one additional semester;
11. the student is under the age of 22 and resides in a new school district because of the death of a parent; (The student is entitled to finish the current school year in the District upon approval of the Board.)
12. the student is under the age of 22 and the superintendent of the district in which the student is entitled to attend (the student's district of origin) enters into a contract with the Superintendent of this District (the district into which the student wishes to enroll) consenting to the attendance of the student in this District or (The Superintendent of this District specifies that the purpose of such attendance is to protect the student's physical or mental well-being or to deal with other extenuating circumstances deemed appropriate by the Superintendent.)

The Board does not waive the payment of tuition, except:

1. when agreements have been established with other boards of education to serve their students in vocational or special education classes on a cooperative basis, as permitted by law;
2. when foreign exchange students, sponsored under an approved exchange program, reside in the District temporarily or
3. for adult residents or support staff employees of the District who meet the criteria established by the Board.

In all cases, specific Board permission to waive tuition must be obtained for each individual case.

The District may temporarily deny admittance to any student who otherwise may be admitted to the District, if the student has been expelled from the schools of another district and if the period of expulsion has not expired. The student and parent(s) will have an opportunity for a hearing before the Superintendent/designee to determine the admittance or nonadmittance of the student.

### Tuition Students

Applications from nonresidents to attend the schools on a tuition basis may be considered if space is available. The amount of tuition is set annually by the State, based on a per-student cost determined in compliance with State law. Nonresident students must provide all records required of resident students in compliance with State law.

[Adoption date: June 1, 2003]

[Re-adoption date: July 12, 2004]

[Re-adoption date: January 14, 2013]

LEGAL REFS.: ORC 2152.18(D)(4)

~~3109.52; 3109.53; 3109.65; 3109.66~~

3109.52 through 3109.61; 3109.65 through 3109.76; 3109.78;

3109.79; 3109.80

3311.211

3313.64; 3313.644; 3313.645; 3313.65; 3313.672; 3313.90

3317.08

3319.01

3323.04

3327.04; 3327.06

OAC 3301-35-04

3301-42-01

CROSS REFS.: JEC, School Admission

JECAA, Admission of Homeless Students

JECBA, Admission of Exchange Students

JECBB, Admission of Interdistrict Transfer Students

JO, Student Records

CONTRACT REF.: Teachers' Negotiated Agreement

## STUDENT RECORDS

In order to provide students with appropriate instruction and educational services, it is necessary for the District to maintain extensive educational and personal information. It is essential that pertinent information in these records be readily available to appropriate school personnel, be accessible to the student's parent(s) or the student in compliance with law, and yet be guarded as confidential information.

The Superintendent is responsible for the proper administration of student records in keeping with State law and federal requirements and the procedures for the collection of necessary information about individual students throughout the District.

Upon request, all records and files included in the student's cumulative file are available to parent(s) or the student (if he/she is over 18 years of age). This request must be in writing and is granted within seven calendar days. No records are to be removed from the school. A principal, teacher or other qualified school personnel must be present to explain any of the tests or other material.

All rights and protections given to parents under law and this policy transfer to the student when he/she reaches age 18 or enrolls in a postsecondary school. The student then becomes an "eligible student."

The District uses reasonable methods to identify and authenticate the identity of parents, students, school officials and any other parties to whom the agency or institution discloses personally identifiable information from education records.

The District provides notice to parents and eligible students annually, in accordance with the procedures set forth under administrative regulations, of the rights held by parents and eligible students under law and this policy. It is the intent of the District to limit the disclosure of information contained in the student's education records except:

1. by prior written consent;
2. as directory information and
3. under other limited circumstances, as enumerated under administrative regulations.

The following rights exist:

1. the right to inspect and review the student's education records;

2. the right, in accordance with administrative regulations, to seek to correct parts of the student’s education records, including the right to a hearing if the school authority decides not to alter the records according to the parent(s)’ or eligible student’s request;
3. the right of any person to file a complaint with the U.S. Department of Education if the District violates relevant Federal law, specifically the Family Educational Rights and Privacy Act (FERPA) and
4. the right to acquire information concerning the procedure which the parent(s) or eligible student should follow to obtain copies of this policy, the locations from which these copies may be obtained, as well as any fees to be charged for such copies. \*(See administrative regulations.)

The District proposes to designate the following personally identifiable information contained in a student’s education records as “directory information.”

1. student’s name
2. student’s address
3. telephone number(s)
4. student’s date and place of birth
5. participation in officially recognized activities and sports
6. student’s achievement awards or honors
7. student’s weight and height, if a member of an athletic team
8. major field of study
9. dates of attendance (“from and to” dates of enrollment)
10. date of graduation

The above information is disclosed without prior written consent, except when the request is for a profit-making plan or activity or when the parent/eligible student has informed the Board that any or all such information should not be released without their prior written consent. ~~Student records that consist of “personally identifiable information” generally are exempt from disclosure. Student directory information, however, is released unless the parents have affirmatively withdrawn their consent to release in writing.~~

File: JO

Administrative regulations set forth a procedure for annual notification to parents and eligible students of the District's definition of directory information. Parents or eligible students then have two weeks in which to advise the District in writing, in accordance with such regulations, of any or all items which they refuse to permit as directory information about that student.

To carry out their responsibilities, school officials have access to student education records for legitimate educational purposes. The District uses the criteria set forth under administrative regulations to determine who are "school officials" and what constitutes "legitimate educational interests."

Other than requests as described above, school officials release information from, or permit access to, a student's education records only with the prior written consent of a parent or eligible student, except that the Superintendent or a person designated in writing by the Superintendent may permit disclosure in certain limited circumstances outlined under administrative regulations (~~e.g., transfers to another school district or to comply with judicial order or subpoena or where warranted, in a health or safety emergency, etc.~~).

The District maintains, in accordance with administrative regulations, an accurate record of all requests to disclose information from, or to permit access to, a student's education records and of information disclosed and access permitted.

[Adoption date: June 1, 2003]

[Re-adoption date: April 11, 2005]

[Re-adoption date: January 14, 2013]

LEGAL REFS.: The Elementary and Secondary Education Act; 20 USC 1221 et seq.  
 Family Educational Rights and Privacy Act; 20 USC Section 1232g  
 Health Insurance Portability and Accountability Act; 29 USC 1181 et seq.  
 ORC 149.41; 149.43  
 1347.01 et seq.  
 3317.031  
 3319.32; 3319.321; 3319.33  
 3321.12; 3321.13  
 3331.13

CROSS REFS.: AFI, Evaluation of Educational Resources  
 IL, Testing Programs  
 KBA, Public's Right to Know  
 KKA, Recruiters in the Schools

## STUDENT RECORDS

1. Each student's official school records include the following.
  - A. Records to be retained permanently
    - 1) name and address of parent(s)
    - 2) verification of date and place of birth
    - 3) dates and record of attendance
    - 4) course enrollment and grades
    - 5) test data
    - 6) date of graduation or withdrawal
  - B. Records of verifiable information to be retained during the student's school career
    - 1) medical/health data
    - 2) individual psychological evaluation (gathered with written consent of parent(s))
    - 3) individual intelligence tests, tests for learning disabilities, etc. (counselor-administered)
    - 4) other verifiable information to be used in educational decision making
2. Maintaining student records
  - A. Transcripts of the scholastic record contain only factual information. The District confines its recordkeeping to tasks with clearly defined educational ends.
  - B. Items listed under 1-A are retained for 100 years. Those listed under 1-B are retained during the student's enrollment and destroyed after graduation unless the school code imposes other restrictions.
  - C. Teacher and staff comments on student records are confined to matters related to student performance. Value judgments are excluded from the record.
  - D. Student records are considered as current educational and/or therapeutic tools and are available for use as such.



The following definitions of terms pertain to this statement of policy.

Student — any person who attends or has attended a program of instruction sponsored by the Board.

Eligible student — a student or former student who has reached age 18 or is attending a postsecondary school.

Parent — either natural parent of a student, unless his/her rights under the FERPA have been removed by a court order, a guardian or an individual acting as a parent or guardian in the absence of the student's parent(s).

Dates of attendance—means the period of time during which a student attends or attended an educational agency or institution. Examples of dates of attendance include an academic year, a spring semester or a first quarter. The term does not include specific daily records of a student's attendance at an educational agency or institution.

Education records — any records (in handwriting, print, tapes, film or other medium) maintained by the District, an employee of the District or an agent of the District who are related to a student, except:

1. a personal record kept by a school staff member that meets the following tests:
  - A. it is in the sole possession of the individual who made it;
  - B. it is used only as a personal memory aid and
  - C. information contained in it has never been revealed or made available to any other person, except the maker's temporary substitute;
2. an employment record which is used only in relation to a student's employment by the District (employment for this purpose does not include activities for which a student receives a grade or credit in a course);
3. alumni records which relate to the student after he/she no longer attends classes provided by the District and the records do not relate to the person as a student and
4. peer-graded papers before they are collected and recorded by a teacher.

Personally Identifiable Information — any data or information which makes the subject of a record known, including the student's name, the student's or student's family's address, the name of the student's parent or other family members, a personal identifier such as a student's Social Security number or a biometric record, other indirect identifiers, such as the student's date of birth, place of birth or mother's maiden name, other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty or information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.

### ANNUAL NOTIFICATION

Within the first three weeks of each school year, the District publishes in a notice to parents and eligible students their rights under State and Federal law and under this policy. The District also sends home with each student a bulletin listing these rights; the bulletin is included with a packet of material provided to parents or eligible students when the students enroll during the school year.

The notice includes:

1. the right of a parent(s) or eligible student to inspect and review the student's education records;
2. the intent of the District to limit the disclosure of information contained in a student's education records, except: (1) by the prior written consent of the student's parent(s) or the eligible student, (2) as directory information or (3) under certain limited circumstances, as permitted by law;
3. the right of a student's parent(s) or an eligible student to seek to correct parts of the student's education records which he/she believes to be inaccurate, misleading or in violation of student rights; this right includes a hearing to present evidence that the records should be changed if the District decides not to alter them according to the parent(s)' or eligible student's request;
4. the right of any person to file a complaint with the Department of Education if the District violates the FERPA and
5. the procedure that a student's parent(s) or an eligible student should follow to obtain copies of this policy and the locations where copies may be obtained.

An administrator arranges to provide translations of this notice to non-English-speaking parents in their native language.

### LOCATIONS OF EDUCATION RECORDS

TYPES	LOCATION	CUSTODIAN
<u>Cumulative School Records</u>	School Administrative Offices	Principals/designees
<u>Cumulative School Records</u> (Former Students)	High School Administrative Office	High School Guidance Counselor
<u>Health Records</u>	School Administrative Offices	School Nurse
<u>Speech Therapy Records</u> <u>Psychological Records</u>	School Administrative Offices	Speech Therapist and School Psychologist
<u>School Transportation Records</u>	School Bus Garage	Transportation Supervisor
<u>Special Test Records</u>	School Administrative Offices	Principals/designees
<u>Occasional Records</u> (Student education records not identified above; such as those in Superintendent's office, in the School attorney's office, or in the personal possession of teachers)	School Administrative Offices	Principals/designees

### PROCEDURE TO INSPECT EDUCATION RECORDS

Parents or eligible students may inspect and review education records to which they are entitled to have access upon request. In some circumstances, it may be mutually more convenient for the record custodian to provide copies of records. (See the schedule of fees for copies.)

File: JO-R

Since a student's records may be maintained in several locations, the school principal may offer to collect copies of records or the records themselves from locations other than a student's school, so that they may be inspected at one site. If parents and eligible students wish to inspect records where they are maintained, school principals accommodate their wishes.

Parents or eligible students should submit to the student's school principal a written request which identifies as precisely as possible the record or records which he/she wishes to inspect.

The principal (or other custodian) contacts the parent(s) of the student or the eligible student to discuss how access is best arranged (copies, at the exact location or records brought to a single site).

The principal (or other custodian) makes the needed arrangements as promptly as possible and notifies the parent(s) or eligible student of the time and place where the records may be inspected. This procedure must be completed within 45 days or earlier after the receipt of the request for access.

If for any valid reason such as working hours, distance between record location sites or health, a parent(s) or eligible student cannot personally inspect and review a student's education records, the District arranges for the parent(s) or eligible student to obtain copies of the records. (See information below regarding fees for copies of records.)

When records contain information about students other than a parent(s)' child or the eligible student, the parent(s) or eligible student may not inspect and review the records of the other students.

#### FEES FOR COPIES OF RECORDS

The District does not deny parents or eligible students any rights to copies of records because of the following published fees. When the fee represents an unusual hardship, it may be waived, in part or entirely, by the records custodian. The District reserves the right to make a charge for copies, such as transcripts, which it forwards to potential employers or to colleges and universities for employment or admissions purposes. The District may deny copies of records (except for those required by law) if the student has an unpaid financial obligation to the District.

Federal law requires the District to provide copies of records for the following reasons:

1. when the refusal to provide copies effectively denies access to a parent(s) or eligible student;
2. at the request of the parent(s) or eligible student when the District has provided the records to third parties by the prior consent of the parent(s) or eligible student or

3. at the request of the parent(s) or eligible student when the District has forwarded the records to another district in which the student seeks or intends to enroll.

The fee for copies provided under Federal law may not include the costs for search and retrieval. This fee is 10 cents per page (actual copying cost less hardship factor).

The fee for all other copies such as copies of records forwarded to third parties with prior consent or those provided to parents as a convenience is 10 cents per page (plus actual search, retrieval copying cost and postage, if any).

### DIRECTORY INFORMATION

The District proposes to designate the following personally identifiable information contained in a student's education record as "directory information"; it discloses that information without prior written consent, except that directory information is not released for a profit-making plan or activity. Such information includes:

1. student's name
2. student's address
3. telephone number(s)
4. student's date and place of birth
5. participation in officially recognized activities and sports
6. student's achievement awards or honors
7. student's weight and height, if a member of an athletic team
8. major field of study
9. dates of attendance ("from and to" dates of enrollment)
10. date of graduation

Within the first three weeks of each school year, the District publishes the above list, or a revised list, of the items of directory information which it proposes to designate as directory information. For students enrolling after the notice is published, the list is given to the student's parent(s) or to the eligible student at the time and place of enrollment.

After the parents or eligible students have been notified, they have two weeks in which to advise the District in writing (a letter to the Superintendent's office) of any or all of the items which they refuse to permit the District to designate as directory information about that student.

At the end of the two-week period, each student's records are appropriately marked by the record custodians to indicate the items which the District designates as directory information about that student. This designation remains in effect until it is modified by the written direction of the student's parent(s) or the eligible student.

### USE OF STUDENT EDUCATION RECORDS

To carry out their responsibilities, school officials have access to student education records for legitimate educational purposes. The District uses the following criteria to determine who are school officials. An official is a person:

1. duly elected to the Board;
2. certificated by the state and appointed by the Board to an administrative or supervisory position;
3. certificated by the state and under contract to the Board as an instructor;
4. employed by the Board as a temporary substitute for administrative, supervisory or teaching personnel for the period of his/her performance as a substitute;
5. employed by, or under contract to, the Board to perform a special task such as a secretary, a Treasurer, Board attorney or auditor for the period of his/her performance as an employee or contractor or
6. a contractor, consultant, volunteer or other party to whom an agency or institution has outsourced institutional services or functions may be considered a school official provided that the outside party:
  - A. performs an institutional service or function for which the District would otherwise use employees;
  - B. is under the direct control of the District with respect to the use and maintenance of education records and
  - C. abides by the legal requirements governing the use and redisclosure of personally identifiable information from education records.

School officials who meet the criteria listed above have access to a student's records if they have a legitimate educational interest in those records. A "legitimate educational interest" is the person's need to know in order to perform:

1. an administrative task required in the school employee's position description approved by the Board;
2. a supervisory or instructional task directly related to the student's education or
3. a service or benefit for the student or the student's family such as health care, counseling, student job placement or student financial aid.

NOTE: The District must use reasonable methods to ensure that school officials obtain access to only those education records in which they have legitimate educational interests. A District that does not use physical or technological access controls to records must ensure that its administrative policy for controlling access to education records is effective and that it remains in compliance with the legitimate educational interest requirement.

The District releases information from or permits access to a student's education records only with a parent's or an eligible student's prior written consent, except that the Superintendent or a person designated in writing by the Superintendent may permit disclosure under the following conditions:

1. when students seek or intend to enroll in another school district or a postsecondary school. The District makes reasonable attempts to notify the parent or eligible student at their last known address unless the disclosure is initiated by the parent or eligible student or unless the District's annual notification includes notice that the District forwards education records to other education entities that request records in connection with a student's transfer or enrollment. Upon request, the District provides copies of the records and an opportunity for a hearing (upon the condition that the student's parents be notified of the transfer, receive a copy of the record and have an opportunity for a hearing to challenge the content of the record);
2. when certain federal and state officials need information in order to audit or enforce legal conditions related to federally supported education programs in the District;
3. when parties who provide, or may provide, financial aid for which a student has applied or received, need the information to:
  - A. establish the student's eligibility for the aid;
  - B. determine the amount of financial aid;

- C. establish the conditions for the receipt of the financial aid or
- D. enforce the agreement between the provider and the receiver of financial aid;
- 4. if a State law adopted before November 19, 1974, required certain specific items of information to be disclosed in personally identifiable form from student records to state or local officials;
- 5. when the District has entered into a written agreement or contract for an organization to conduct studies on the District's behalf to develop tests, administer student aid or improve instruction;
- 6. when accrediting organizations need those records to carry out their accrediting functions;
- 7. when parents of eligible students claim the student as a dependent;
- 8. when it is necessary to comply with a judicial order or lawfully issued subpoena; the District makes a reasonable effort to notify the student's parent(s) or the eligible student before making a disclosure under this provision, except when a parent is party to a court proceeding involving child abuse or neglect or dependency, and the order is issued in the context of that proceeding;
- 9. if the disclosure is an item of directory information and the student's parent(s) or the eligible student has not refused to allow the District to designate that item as directory information for that student;
- 10. the disclosure is in connection with a health and safety emergency; ~~and~~
- 11. the disclosure concerns sex offenders and other individuals required to register under section 170101 of the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. 14071, and the information was provided to the educational agency or institution under 42 U.S.C. 14071 and applicable federal guidelines; ~~and~~
- 12. to an agency caseworker or other representative of a state or local child welfare agency, when the agency is legally responsible for the care and protection of the child. Information obtained will not be disclosed by the agency to any other agency or individual, unless they are engaged in addressing the education needs of the child and authorized by the agency to have access and the disclosure is consistent with the State laws applicable to protecting the confidentiality of the student's education records.

The District discloses personally identifiable information from an education record to appropriate parties, including parents, in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.



File: JO-R

When deciding whether to release personally identifiable information in a health or safety emergency, the District may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the District determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals.

The District records the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

1. the articulable and significant threat to the health or safety of a student or other individuals that formed the basis for the disclosure and
2. parties to whom the District disclosed the information.

The District is required to permit the Ohio Department of Education to have access to personally identifiable information about a student if the Ohio Department of Education needs the information to:

1. notify the District or school attended in the District of threats or descriptions of harm included in the student's response to an achievement test question;
2. verify the accuracy of the student's achievement test score or
3. determine whether the student satisfies the alternative conditions for a high school diploma.

District officials may release information from a student's education records if the student's parent(s) or the eligible student gives his/her prior written consent for the disclosure. The written consent must include at least:

1. a specification of the records to be released;
2. the reasons for the disclosure;
3. the person or the organization or the class of persons or organizations to whom the disclosure is to be made;
4. the parent(s) or student's signature and
5. the date of the consent and, if appropriate, a date when the consent is to be terminated.

The District uses reasonable methods to identify and authenticate the identity of parents, students, school officials and any other parties to whom the agency or institution discloses

personally identifiable information from education records. The student's parent(s) or the eligible student may obtain a copy of any records disclosed under this provision.

The District does not release information contained in a student's education records, except directory information, to any third parties, except its own officials, unless those parties agree that the information is not redisclosed, without the parent(s)' or eligible student's prior written consent.

#### RECORDS OF REQUESTS FOR ACCESS AND DISCLOSURES MADE FROM EDUCATION RECORDS

The District maintains an accurate record of all requests for it to disclose information from, or to permit access to, a student's education records and of information it discloses and access it permits, with some exceptions listed below. This record is kept with, but is not a part of, each student's cumulative school records. It is available only to the record custodian, the eligible student, the parent(s) of the student or to federal, state or local officials for the purpose of auditing or enforcing federally supported educational programs.

The record includes:

1. the name of the person who or agency which made the request;
2. the interest which the person or agency has in the information;
3. the date on which the person or agency made the request;
4. whether the request was granted and, if it was, the date access was permitted or the disclosure was made and
5. in the event of a health and safety emergency, the articulable and significant threat to the health or safety of a student or other individuals that formed the basis for the disclosure; and the parties to whom the agency or institution disclosed the information.

The District maintains this record as long as it maintains the student's education record.

The records do not include requests for access or information relative to access which has been granted to parent(s) of the student or to an eligible student, requests for access or access granted to officials of the District who have a legitimate educational interest in the student; requests for, or disclosures of, information contained in the student's education records if the request is accompanied by the prior written consent of a parent(s) or eligible student or if the disclosure is authorized by such prior consent or for requests for, or disclosures of, directory information designated for that student.

## PROCEDURES TO SEEK TO CORRECT EDUCATION RECORDS

Parents of students or eligible students have a right to seek to change any part of the student's records which they believe is inaccurate, misleading or in violation of student rights.

For the purpose of outlining the procedure to seek to correct education records, the term "incorrect" is used to describe a record that is inaccurate, misleading or in violation of student rights. The term "correct" is used to describe a record that is accurate, not misleading and not in violation of student rights. Also, in this section, the term "requester" is used to describe the parent(s) of a student or the eligible student who is asking the District to correct a record.

To establish an orderly process to review and correct the education records for a requester, the District may make a decision to comply with the request for change at several levels in the procedure.

First-level decision. When a parent of a student or an eligible student finds an item in the student's education records which he/she believes is inaccurate, misleading or in violation of student rights, he/she should immediately ask the record custodian to correct it. If the records are incorrect because of an obvious error and it is a simple matter to make the record change at this level, the records custodian makes the correction. If the records are changed at this level, the method and result must satisfy the requester.

If the custodian cannot change the records to the requester's satisfaction, or the records do not appear to be obviously incorrect, he/she:

1. provides the requester a copy of the questioned records at no cost;
2. asks the requester to initiate a written request for the change and
3. follows the procedure for a second-level decision.

Second-level decision. The written requests to correct a student's education records through the procedure at this level should specify the correction which the requester wishes the District to make. It should at least identify the item the requester believes is incorrect and state whether he/she believes the item:

1. is inaccurate and why;
2. is misleading and why and/or
3. violates student rights and why.

The request is dated and signed by the requester.

Within two weeks after the records custodian receives a written request, he/she:

1. studies the request;
2. discusses it with other school officials (the person who made the record or those who may have a professional concern about the District's response to the request);
3. makes a decision to comply or decline to comply with the request and
4. completes the appropriate steps to notify the requester or moves the request to the next level for a decision.

If, as a result of this review and discussion, the records custodian decides the records should be corrected, he/she effects the change and notifies the requester in writing that he/she has made the change. Each such notice includes an invitation for the requester to inspect and review the student's education records to make certain that the records are in order and the correction is satisfactory.

If the custodian decides the records are correct, he/she makes a written summary of any discussions with other officials and of his/her findings in the matter. He/She transmits this summary and a copy of the written request to the Superintendent.

Third-level decision. The Superintendent reviews the material provided by the records custodian and, if necessary, discusses the matter with other officials such as the school attorney or the Board (in executive session). He/She then makes a decision concerning the request and completes the steps at this decision level. Ordinarily, this level of the procedure should be completed within two weeks. If it takes longer, the Superintendent notifies the requester in writing of the reasons for the delay and indicates a date on which the decision will be made.

If the Superintendent decides the records are incorrect and should be changed, he/she advises the record custodian to make the changes. The record custodian advises the requester of the change as he/she would if the change had been made at the second level.

If the Superintendent decides the records are correct, he/she prepares a letter to the requester which includes:

1. the District's decision that the records are correct and the basis for the decision;
2. a notice to the requester that he/she has a right to ask for a hearing to present evidence that the records are incorrect and that the District grants such a hearing;
3. advice that the requester may be represented or assisted in the hearing by other parties, including an attorney at the requester's expense and

4. instructions for the requester to contact the Superintendent or his/her designee to discuss acceptable hearing officers, convenient times and a satisfactory site for the hearing. (The District is not bound by the requester's positions on these items but may, as far as feasible, arrange the hearing as the requester wishes.)

Fourth-level decision. After the requester has submitted (orally or in writing) his/her wishes concerning the hearing officer, the time and place for the hearing, the Superintendent, within a week, notifies the requester when and where the District will hold the hearing and who it has designated as the hearing officer.

At the hearing, the hearing officer provides the requester a full and reasonable opportunity to present material evidence and testimony to demonstrate that the questioned part of the student's education records are incorrect as shown in the requester's written request for a change in the records (second level).

Within one week after the hearing, the hearing officer submits to the Superintendent a written summary of the evidence submitted at the hearing. Together with the summary, the hearing officer submits his/her recommendation, based solely on the evidence presented at the hearing, that the records should be changed or remain unchanged.

The Superintendent prepares the District's decision within two weeks of the hearing. That decision is based on the summary of the evidence presented at the hearing and the hearing officer's recommendation. The District's decision is based solely on the evidence presented at the hearing. The Superintendent may overrule the hearing officer if he/she believes the hearing officer's recommendation is not consistent with the evidence presented. As a result of the District's decision, the Superintendent takes one of the following actions.

1. If the decision is that the District changes the records, the Superintendent instructs the records custodian to correct the records. The records custodian corrects the records and notifies the requester as in the context of the second-level decision.
2. If the decision is that the District does not change the records, the Superintendent prepares a written notice to the requester which includes:
  - A. the District's decision that the records are correct and will not be changed;
  - B. a copy of a summary of the evidence presented at the hearing and a written statement of the reasons for the District's decision and
  - C. advice to the requester that he/she may place in the student's education records an explanatory statement which states the reasons why he/she disagrees with the District's decision and/or the reasons he/she believes the records are incorrect.

File: JO-R

Final administrative step in the procedure. When the District receives an explanatory statement from a requester after a hearing, it maintains that statement as part of the student's education records as long as it maintains the questioned part of the records. The statement is attached to the questioned part of the records and whenever the questioned part of the records is disclosed, the explanatory statement is also disclosed.

[Approval date: June 1, 2003]

[Re-adoption date: January 14, 2013]

## PUBLIC'S RIGHT TO KNOW

The Board supports the right of the people to know about the programs and services of their schools and makes efforts to disseminate appropriate information. Each building principal is authorized and expected to keep the school's community informed about the school's programs and activities. The release of information of Districtwide interest is coordinated by the Superintendent.

Business of the Board is discussed and decisions are made at public meetings of the Board, except such matters required to be discussed in private executive sessions.

The official minutes of the Board, its written policies, its financial records and all other public records are open for inspection in the central office during the hours when the administrative offices are open.

Each Board member attends public records training every term for which he/she is elected to public office. However, the Board may, by resolution, designate one or more persons to attend public records training on its behalf. If so decided, the Board appoints a designee whenever the composition of the Board changes.

The District may ask that the identity of an individual requesting information and the reason the information is sought be in writing. The District first informs the requester that such disclosure is not mandatory, unless the request is for student directory information. The District also informs the requester that providing such information in writing enhances the District's ability to identify, locate or deliver the records sought. The District may also ask that the request be put in writing, but notifies the requester that it is not mandatory to do so.

Any individual who wants to obtain or inspect a copy of a public record may request to have the record duplicated on paper, on the same medium on which the record is kept or on any other medium that the Superintendent/designee determines reasonable. If the request is ambiguous or overly broad, the District informs the requester of the manner in which records are maintained and accessed in the ordinary course of business and allows the requester to revise the request.

Records pertaining to individual students and other confidential materials are not released for inspection. Only that information deemed "directory information" may be released from an individual student's file, and only after complying with the regulations prepared by the administration for the release of such information. Student directory information is not released [for profit-making purposes or](#) when parents have affirmatively withdrawn their consent to release in writing. Student records that consist of "personally identifiable information" generally are exempt from disclosure.

File: KBA

All records responsive to the request are made available in a reasonable period of time. The District makes the requester aware of any information that is exempt from disclosure requirements by notifying the requester of any redacted information or by making redactions in a plainly visible manner. If a public records request is denied, the District provides an explanation with legal authority for the denial of the request. This explanation is provided in writing if the request is made in writing or if the Superintendent/designee determines written explanation is necessary.

The Superintendent/designee transmits the information sought by mail or by any other means of delivery requested, if the method is reasonably available. The number of mail requests sent to any one person may be limited to 10 a month unless the person certifies, in writing, that neither the records nor the information in them will be used for commercial purposes.

A fee may be charged for copies and/or delivery. The District may require the fee charged for copies and/or delivery be paid in advance.

The Board's public records policy is posted in a conspicuous location in the central office and in all other District buildings and employee handbooks provided by the District. The policy is distributed directly to the records custodian and receipt of the policy by the custodian is acknowledged. A copy of the records retention schedule is maintained and readily available to the public in the central office.

[Adoption date: June 1, 2003]

[Re-adoption date: January 14, 2013]

LEGAL REFS.: Family Educational Rights and Privacy Act; 20 USC, Section 1232g

~~ORC 121.22~~

149.011; 149.35; 149.381; 149.41; 149.43

3319.321

OAC 3301-35-03; 3301-35-04

CROSS REFS.: BDC, Executive Sessions

BDDG, Minutes

[EHA, Data and Records Retention](#)

GBL, Personnel Records

IGBA, Programs for Students with Disabilities

JO, Student Records

KA, School-Community Relations Goals

KKA, Recruiters in the Schools



**EATON HIGH SCHOOL**  
**TENTATIVE GRADUATION LIST**  
**June 2013**

4/24/13

165

82 G

83 B

Kaitlynn Moriah Adams	Coleman Ray Friend	Nathaniel James Metz	Kerissa Erin Mae Sears
Richard Jonah Adams	Dallas James Fudge	Derek Allen Miller	Kyle Christopher Shepherd
Molly Mae Alexander	Joneile Kathleen Gable	Matthew Tyler Miller	Taylor Renee' Shera
Michael Austin Baker	Taylor Michael Gallimore	Zane Owen Miller	Dana Denice Shultz
Stella Skye Bannen	Randall Scott Gardner	James Christopher Mitchell	Sidny Nicole Sinks
Audrey Leann Barlage	Brandon Michael Gibson	Sarah Elizabeth Mitchell	Ashley Kendra Smith
Aaron Michael Bartlett	Jaskaran Singh Gill	Alexander Fredrick Mumma	Shelby Rae Smyer
Jerald Cory Bartrum	Echo Leanne Gregg	Austin Ray Nickell	Zanna Marie Spears
Natalie Louise Bennett	Taylor Michelle Guay	Ryan David Norby	Samuel Anthony Spice
Michael Roe Berrey	Amber Lynn Guntle	Mekayla Christine Norris	Kelsey Sloane Stewart
Aaron Michael Bledsoe	Evan Burke Halderman	Garrett Ryan Norton	Brianne Danielle Struewing
Kayla Marie Boggs	Amanda Nicole Hall	Stacey Lynn Nutt	James Allen Stuart
Sarah Jean Breshler	Jordan Alexander Halstead	Darian James O'Neal	Steven Michael Sullender
Matthew James Bridgeford	James Hardy, Jr.	Payton Michael Ott	Deanna Rae Suman
Eli Christopher Bristow	Rachel Renee' Hartwig	Zachary Colin Overholts	David Eric Taxter
Blaine Alexis Brubaker	Benjamin Louis Hendrich	Dalton Wayne Perry	Aljanette Tranesia Thompson
Jacob Mark Bryant	Caitlin Brynn Highley	Riley Scott Petty	Jessica Lou-Ann Thorpe
Sara Nicole Bulach	Andrew Scott Holderman	Tiffany Marie Presley	Jacob Allen Tinsley
Glen Robert Butler	Alyson Mackenzie Hood	Ashley Rian Puckett	Todd Jamison Titus
Ryan Thomas Caplinger	Savannah Ashley Hopkins	Brandon Lee Pugh	Becca Adelene Toney
Bauner Paul Chafin	Taylor Che'rahn Howard	Jordan Dale Pugh	Alicia Nichole Towe
Jordan James Clapp	Kyle Michael Hunsucker	Tavaris Lee Purdie	Kramer Reed Tudor
Hannah Kathleen Clark	Nathaniel Lee Jay, Jr.	Timothy David Rae	Mollie Ann Turpin
Tyler William Claybaker	Aaron Thomas Johnson	Winston Xavier Rea	Desirae Nichole Vance
Laura Jean Conard	Sasha Sierre Johnson	Courtney Nicole Reasor	Michaela Brooke Vance
Joseph Charles Davis	Megan Danielle Jones	Blake Adam Reynolds	Moriah Allison Vance
Chelsie Lyn Davison	Jonathan Scott Jordan	Brandon Wayne Reynolds	Leann Marie Walters
Brittany Nicole Deaton	Natasha Marie Keener	Brooke Nicole Rhodus	Siobhan Erin Ward
Christian Alexander Delk	John Luke Kiracofe	Tanowa Sky Rhodus	Ciara Gail Weaver
Hannah Mae DeVilbiss	Megan Sue Koch	Kelsey Anna Roberts	Jaclyn Renee' Webb
Jacob Alexander Dunn	Derrick Alan William Koeller	Danielle Renee' Rodeffer	Brittany Anne Whitesell
Meredith Marie Durham	Catherine Elizabeth Langenkamp	Zachary Martin Rohr	Logan Paige Willeford
Taylor Breanne DuVall	Brooklyn Desire Summer Song Libecap	Madelynn Grace Roell	Cody Marshall Winn
Andreas Robert Eddy	William John Liddy	Victoria Nicole Romeo	Jared Clay Wise
Jeffrey Cole Edrington	Travis Aaron Lipscomb	Karigan Marie Ross	Kyler Jeffrey Wise
Brittania Bianca Elam	Brooke Nicole Lohnes	Travis Allen Routzahn	Levi Kenneth Witt
Danielle Lynn Eshleman	Victoria Brooke Lowman	Emily Faye Rudicil	Corryn Abigail Wooton
Sydney Rayne Evans	David Joshua Madewell	Benjamin Thomas Sadai	
Nicholas Taylor Faris	Austin William Marion	Alan Ray Sarver	
Zachary Alan Feldner	Gaige Michael Mattox	Dalton Tyler Schaaf	
Sarah Marie Ferguson	Taylor Ashley Mattox	Richard Hoyt Schultz	
Desiree Marie Flynn	Zechariah Daniel McIntosh	Sydney Schumacher	
Tabitha Marie Fox	Brandon Robert Melling		

A	B	C	D	E	F	G	H
ID #	CASE #	BLGD	Fate	ITEM	INSTR	BRAND	SERIAL
1							
2							
3	8034	68	Delete	BARITONE	B	CONN	699378
4	8027	61	Delete	BARITONE	B	CONN	M95046
5	8023	56	Delete	BARITONE	B	CLEVELAND	C46016
6	8024	69	Delete	BARITONE	B	KING	290536
7	8022	55	Delete	BARITONE - 4-VALVE	B	KING	26391
8	8031	65	Delete	BARITONE (SHELVED-NEEDS WORK)	B	KING	860809
9	8093	140	Delete	BASSOON	W	HULLER	44315
10	8094	141	Delete	BASSOON	W	HULLER	44163
11	12083	9	Delete	CLARINET	W	BUNDY	874377
12		7212	Delete	CLARINET	W	VITO	C55420-7212
13			Delete	CLARINET	W	BUNDY	142539
14	8196	152	Delete	CLARINET	W	BUNDY	273689
15	918246	918246	Delete	CLARINET	W	BUNDY	918246
16	12684		Delete	CONCERT SNARE DRUM - 14"	P	LUDWIG	3305787
17			Delete	CONCERT SNARE DRUM	P	PEARL	801421
18	8210	12	Delete	CORNET	B	BUNDY	527351
19	8230	13	Delete	CORNET	B	CONN	P48406
20	8064	105	Delete	CORNET	B	PAN AMERICAN	268026
21	8071	112	Delete	CORNET	B	KING	673202
22	8065	106	Delete	CORNET	B	KING	335164
23	11116	1	Delete	FLUTE	W	VITO 111R	13149
24	8208	180	Delete	MARCHING BASS DRUM - 26"	P	PEARL CHAMPIONSHIP	936292
25	8209	181	Delete	MARCHING BASS DRUM - 28"	P	PEARL CHAMPIONSHIP	935550
26	8235		Delete	MARCHING BASS DRUM (CHROME)	P	LUDWIG	N/A
27	12081		Delete	MARCHING QUADS (8,10,12,13)	P	PEARL	977275
28	8127	183	Delete	MARCHING SNARE DRUM 14"	P	LUDWIG	1148544
29	8128	182	Delete	MARCHING SNARE DRUM 14"	P	LUDWIG	1148449
30	8117		Delete	MARCHING SNARE DRUM 14"	P	LUDWIG	3125295
31	8058	94	Delete	MELLOPHONE	B	REYNOLDS	301644
32	8139	197	Delete	ORCHESTRA BELLS	P	DEAGON MODEL 1560	21374
33	8236		Delete	SCOTCH DRUM	P	SLINGERLAND	N/A
34	8158	30	Delete	SOUSAPHONE	B	CONN	400741
35	8157	29	Delete	SOUSAPHONE	B	KING	473998
36	8178	34	Delete	SOUSAPHONE	B	CONN	961076
37	8165	44	Delete	SOUSAPHONE	B	CONN	500202
38	8164	43	Delete	SOUSAPHONE	B	CONN	500199
39	8161	33	Delete	SOUSAPHONE	B	CONN	C-28403

*Deleted Instruments for recycling*

A	B	C	D	E	F	G	H	
40	8159	31	MS	Delete	SOUSAPHONE (STAGE)	B	CONN	88901
41	8083	126	HS	Delete	TENOR SAX	W	BUNDY	503023
42	8084	124	MS	Delete	TENOR SAX	W	HAMILTON	16153
43	8015		HS	Delete	TIMPANI - 26"	P	ROGERS ACU-SONIC 26"	1200
44	8016		MS	Delete	TIMPANI - 29"	P	ROGERS ACU-SONIC 29"	1533
45	8169	191	MS	Delete	TIMPANI - 23"	P	LUDWIG	
46	8167	191	HS	Delete	TIMPANI - 26"	P	LUDWIG	NSN
47	8168	191	HS	Delete	TIMPANI - 29"	P	LUDWIG	
48	7256	190	HS	Delete	TIMPANI - 32"	P	LUDWIG	NSN
49			MS	Delete	TOM (One Only)	P	LUDWIG	3027320
50	9E+07	9E+07	B	Delete	TROMBONE	B	SELMAN	89065572
51	8036	70	B	Delete	TROMBONE	B	KING	882798
52	84899	84899	HS	Delete	TROMBONE	B	CONN	84899
53	8041	75	MS	Delete	TROMBONE	B	CONN	335937
54	8195	48	MS	Delete	TROMBONE	B	CONN	HBO70356
55	8077	8	B	Delete	TRUMPET	B	KING	957368
56	8068	109	HS	Delete	TRUMPET	B	BACH MERCEDES	663709
57		727312	HS	Delete	TRUMPET	B	BUNDY	727312
58				Delete	TRUMPET	B	CONN	653954
59		92714		Delete	TRUMPET	B	CONN	P92714
60	8069	110	MS	Delete	TRUMPET (bad shapel)	B	BACH MERCEDES	691249
61	8229		MS	Delete	TUBA	B	MIRAFONE	3533