

YOUNGSTOWN
BOARD OF EDUCATION
-AGENDA-

August 9

2016

Tuesday, August 9, 2016
- 4:30 P.M. -
Board Room
- Formal Meeting -
I.L. Ward Building

XVI. EXECUTIVE SESSION

XVII. ADJOURNMENT

YOUNGSTOWN BOARD OF EDUCATION – Executive Sessions

Exhibit
Executive Sessions

BOARD OF EDUCATION

The undersigned chair or presiding officer, under oath, certifies that a meeting of the Board of Education was held on _____ . The Board closed its meeting as permitted by the Open Meetings Act of Ohio. The only matters considered or discussed during the closed portion of executive session of its meeting are as checked below:

1. _____ The appointment, employment, dismissal, discipline, promotion, demotion, or compensation of an employee or the investigation of charges or complaints against an employee, official, licensee or student, unless the employee, official, licensee or student requests a public hearing;
2. _____ The purchase of property for public purposes or the sale of property at competitive bidding;
3. _____ Conferences with the board’s attorney to discuss matters which are the subject of pending or imminent court action;
4. _____ Preparing for, conducting, or reviewing negotiations or bargaining sessions with employees;
5. _____ Matters required to be kept confidential by federal law or rules or state statutes;
6. _____ Specialized details of security arrangements.

This _____ day of _____, _____

Chair or Presiding Officer

THE YOUNGSTOWN BOARD OF EDUCATION

Brenda Kimble, President

Krish Mohip, CEO

Stephen Stohla, Interim Superintendent

Dr. Milton A. Waters, Asst. Superintendent

Sherry Tyson, Treasurer

TREASURER'S RECOMMENDATIONS

SHERRY TYSON

ITEMS

August 9, 2016

THE YOUNGSTOWN BOARD OF EDUCATION

Brenda Kimble, President

Michael Murphy, Vice-President

Jacqueline Adair

Dario Hunter

Corrine Sanderson

Ronald Shadd

Jerome Williams

Krish Mohip, CEO

Stephen Stohla, Interim Superintendent

Dr. Milton A. Walters, Asst. Superintendent

Sherry Tyson, Treasurer

Harry Evans, Business Manager

TREASURER'S RECOMMENDATIONS
TO THE BOARD OF EDUCATION
August 9, 2016

Treasurer Sherry Tyson presents the following items:

Item I: It is recommended that the attached Depository Agreements with JPMorgan Chase Bank N.A. be approved.

**MEMORANDUM OF AGREEMENT
FOR DEPOSIT OF PUBLIC FUNDS**

This memorandum evidences that the Youngstown City School District have accepted the application of JPMorgan Chase Bank, N.A. to become an eligible depository of the Active, Interim, and Inactive Funds, where appropriate, of the Youngstown City School District for the period of Five years, commencing on August 22, 2016 ending August 21, 2021.

JPMorgan Chase Bank, N.A. is a national banking association organized and existing under the laws of the United States. JPMorgan Chase Bank, N.A. has capital funds as defined by Section 135.01 (C) of the Ohio Revised Code of One Hundred Three Billion, One Hundred Thirty Two Million Dollars, \$103,132,000,000.

JPMorgan Chase Bank, N.A. agrees:

1. To accept for deposit up to a maximum sum of unlimited dollars at any one time during this period of designation in any combination of Active, Interim or Inactive Funds. This amount is not in excess of 30% of the bank's total assets of \$2,015,718,000,000.
2. To hold said deposits subject to all terms and conditions set forth in the Ohio Uniform Depository Act, Ohio Revised Code Chapter 135.
3. To furnish a monthly statement showing the activity and balance on deposit for any active funds account.
4. To pledge and deposit with designated trustees, eligible securities as defined in Chapter 135 of the Ohio Revised Code.
5. To comply in all respects with any laws, rules or regulations with respect to Public Deposits.

Youngstown City School District agrees:

1. To comply with all rules and regulations governing the deposit accounts into which the funds subject to this agreement are deposited.
2. To provide the bank the names and signatures of those persons authorized to execute drafts on and to make withdrawals from the accounts, and to provide such documentation establishing this authority as the bank may request.

Date: _____

Youngstown City School District

By: _____

Date: August 2, 2016

JPMorgan Chase Bank, N.A.

By: George F. Sesock
George F. Sesock
Executive Director

CONTINUING DEPOSIT SECURITY AGREEMENT

THIS AGREEMENT is entered into as of this _____, by and between the Youngstown City School District ("Customer"), and JPMorgan Chase Bank, NA ("the Bank").

RECITALS

A. From time to time Customer, for investment and business purposes, make deposits of money with the Bank; and

B. Although such deposits are generally eligible for FDIC insurance coverage, such coverage is limited for the funds of each public unit, as that term is defined by applicable law.

C. In consideration of the deposits made by Customer with the Bank, Customer and the Bank desire to enter this Agreement granting Customer a security interest in certain Collateral hereinafter defined to afford Customer greater protection.

NOW, THEREFORE, in consideration of the Customer depositing its funds with the Bank and as security for the repayment of those deposits, the parties agree as follows:

1. **OBLIGATIONS.** The obligations subject to this Agreement, hereinafter referred to as "Obligations", are the accounts held in the following name: Youngstown City School District.
2. **GRANT OF SECURITY INTEREST - COLLATERAL.** To secure the Obligations described above, the Bank hereby grants to the Customer security interest in and assigns and pledges assets, hereinafter referred to as ("Collateral"). The Bank represents that its Board of Directors has passed a resolution authorizing and approving the execution and delivery of contracts with the United States, individual states, and any political subdivisions thereof ("Public Units") providing for the deposit of public funds with the Bank and the pledge of collateral by the Bank to the Public Unit and further authorizing and approving the execution and delivery of all related contracts between the Public Units and the Bank, including without limitation, assignments, pledge agreements and security agreements; that such resolution is reflected in the Minutes of the Bank's Board of Directors; and that a copy of this Continuing Deposit Security Agreement shall be maintained as an official record of the Bank.
3. **LOCATION OF COLLATERAL.** The Bank agrees to deliver and place the Collateral with the Federal Reserve Bank, hereinafter referred to as "Trustee", as a book entry item in the name of the Customer as the secured party. Evidence of such transaction will be forwarded to the Customer immediately after the transaction occurs, in no event later than one (1) week from the execution of this Agreement.
4. **BANK REPRESENTATIONS, WARRANTIES AND PROMISES.** The Bank further represents, warrants and agrees:
 - a) The Bank has full power and authority to enter into this Agreement.

- b) The Bank is the owner of the Collateral, or if the Bank is not the owner, the owner has agreed to execute a Hypothecation Agreement granting a security interest in the Collateral in consideration of the Customer's deposits.
 - 1. The Bank agrees that the total aggregate market value of the Collateral pledged to the Customer, pursuant to this Agreement, shall be continually maintained at the amount equal to or greater than the Obligations of the Bank to the Customer which exceed the sum of the Federal Deposit Insurance Corporation's Insurance limitation. Customer shall notify Bank of significant changes in the amount of Customer's deposits, at which time Bank will pledge additional or release excess securities. (Bank will voluntarily monitor the market value of pledged securities on a daily basis.)
 - c) If the Bank shall desire to sell or otherwise dispose of any one or more of the securities constituting part of the Collateral deposited with the Trustee, it may substitute for any one or more such securities other securities of the same current par and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it is desired; provided, however, that the aggregate market value of all Collateral pledged hereunder shall be at least equal to the amount of Collateral required hereunder.
 - d) The Bank shall be entitled to income on securities held by the Trustee, and the Trustee may dispose of such income as directed by the Bank without approval of the Customer, provided a breach of contract does not exist.
 - e) This Agreement will continuously, from the time of its execution, remain part of the official records of the Bank.
5. **EVENTS OF BANK DEFAULT.** The Bank shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions which continue to exist for a period of ten (10) days after Customer has served the Bank with a notice generally describing said defaults:
- a) Failure to comply with any of the requirements of Subparagraph 4 above or any other provisions of this Agreement:
 - b) Non-payment of any of the Obligations when due or non-performance of any promises made by the Bank in this Agreement:
 - c) Insolvency of the Bank
 - d) The appointment of a receiver for any part of the Bank.
6. **RIGHT OF CUSTOMER UPON BANK'S DEFAULT.** In the event of a default by the Bank, in addition to all the rights and remedies provided in Article 9 of the Uniform Commercial code and any other applicable law, the Customer may (but is under no obligation to the Bank to do so) sell, assign and deliver the whole, or any part of the Collateral or any substitutes thereof or additions thereto, in a commercially reasonable manner and with right to purchase the Collateral at any public sale. Out of the proceeds of any such sale Customer may deduct its actual damages and reasonable costs and

expenses of sale incurred as a result of Bank's default, accounting to Bank for the remainder, if any, of such proceeds or collateral remaining unsold.

7. **CUSTOMER REPRESENTATIONS, WARRANTIES, AND PROMISES.** Customer further represents, warrants and agrees:

- a) Customer has full power and authority to enter into this Agreement.
- b) Customer will comply with the terms of any other agreements it may have with the Bank which govern the Obligations.

In the event that Customer fails to comply with any of its promises herein, or any of its representations is untrue or any of its warranties is breached, or if any of the Obligations are subjected to service of process, including but not exclusively, a writ of execution, then Bank may immediately terminate this Agreement.

8. **LAW GOVERNING.** This Agreement and the rights and obligations of the parties hereunder, shall be construed and interpreted in accordance with the laws of the State of Ohio applicable to agreements made and to be wholly performed in such state.

9. **TERMINATION OF THE AGREEMENT.** Customer or the Bank may terminate this Agreement by giving written notice of termination to the other party which notice is effective when received by the other party. The rights and liabilities of the parties under this Agreement survive any termination of the Agreement until all Obligations have been satisfied in full.

10. **NOTICES.** All notices and other communications shall be sent to the

CUSTOMER:

Name: Youngstown City School District
Address: 20 West Wood Street
City/State/Zip: Youngstown, OH 44501

BANK:

Name: JPMorgan Chase Bank, NA
Address: 50 South Main Street, 2nd Floor
Mail Suite: OH2-5165
City/State/Zip: Akron, OH 44308

11. **ASSIGNS.** This Agreement and all rights and liabilities hereunder and in and to any and all Collateral shall insure to the benefit of Customer and the Bank and their respective successors and assigns. No portion of this Agreement may be assigned without the expressed written consent of the other party, and any assignment must comply with all provisions of Paragraph 4c.

IN WITNESS WHEREOF the parties have signed this Agreement as of this day and year first above written.

CUSTOMER:

Youngstown City School District

BY: _____

Date: _____

BANK:

JPMorgan Chase Bank, NA

BY: George F. Sesock
George F. Sesock
Executive Director

Date: August 2, 2016

THE YOUNGSTOWN BOARD OF EDUCATION

Brenda Kimble, President

Krish Mohip, CEO

Stephen Stohla, Interim Superintendent

Dr. Milton A. Waters, Assistant Superintendent

Sherry Tyson, Treasurer

CEO'S

PERSONNEL RECOMMENDATION

**Dr. Milton Walters, Asst. Superintendent &
Human Resources**

August 9, 2016

THE YOUNGSTOWN BOARD OF EDUCATION

Brenda Kimble, President
Michael Murphy, Vice-President
Jacqueline Adair
Dario Hunter
Corrine Sanderson
Ronald Shadd
Jerome Williams

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Stephen Stohla, Interim Superintendent
Dr. Milton A. Walters, Assistant Superintendent
Harry Evans, Chief of Operations
Sherry Tyson, Treasurer

CEO'S PERSONNEL RECOMMENDATIONS TO THE BOARD OF EDUCATION August 9, 2016

(All individuals have endorsed having no immediate family members employed by the Board unless otherwise specifically noted)

Item 1: I wish to recommend that the following CERTIFICATED APPOINTMENTS be accepted for the **2016-17 SCHOOL YEAR:**

Limited Contract Teachers – Fund 001

Nicole Balodis – 10 Months, 183 Days East Campus – BA, Step1 \$34,096.00 - Effective August 18, 2016 *(Pending Employment Verification) – Math*

Kayla Cardenas – 10 Months, 183 Days MLK – BA, Step2 \$35,843.00 – Effective August 18, 2016 *(Pending Employment Verification) - Grade 3*

Rachel Hefferon-10 Months, 183 Days *Kirkmere*-BA, Step 1-\$34,096.00-Effective August 18, 2016 – *Grade 5*

Benjamin Heflick-10 Months, 183 Days *Volney*-BA+15, Step 8-\$47,618.00-Effective August 18, 2016 – *Intervention Specialist*

Zelda Hughes-Howard – 10 Months, 183 Days YEC – MA, Step 5 \$43,671.00 Effective August 8, 2016 *(Pending Employment Verification) – English Language Arts*

Antoinette Kozar – 10 Months, 183 Days *McGuffey Campus* – BA, Step 3 \$37, 590.00 Effective August 18, 2016 *(Pending Employment Verification)- Grade 6*

Jaclyn Kruljac – 10 Months, 183 Days *DTTC @ Volney* – MA, Step 5 \$43,671.00 – Effective August 18, 2016 *(Pending Employment Verification) – Literacy Coach*

Samantha Lempke – 10 Months, 183 Days *Williamson* – BA, Step 1 – \$34, 096.00 - Effective August 18, 2016 *(Pending Employment Verification)- Grade 6*

Charles Miller – 10 Months, 183 Days East Campus – BA, Step4 \$39, 336.00 -Effective August 18, 2016 *(Pending Employment Verification) – Reading &Social Studies*

Adam Pees – 10 Months, 183 Days Chaney Campus – BA, Step 3 \$37, 590.00 - Effective August 18, 2016 *(Pending Employment Verification)- Math*

Stephanie Rumberger –10 Months, 183 Days P.C. Bunn – BA, Step2 \$35,843.00 Effective August 18, 2016 *(Pending Employment Verification)- Kindergarten*

Chloe Verba – 10 Months, 183 Days Kirkmere – BA, Step 1 – \$34, 096.00 – Effective August 18, 2016 *(Pending Employment Verification) - Band*

Substitute Teacher - (Fund 001)- To be used on an “as needed basis”; not to exceed 25 hours per week, effective date to be paid as follows:

- \$80.00 a day from day 1 to day 61 in the same position
- \$172.35 a day from day 61 to day 183 in the same position

Jada Beasley
 Dahlia Clemen
 Charles Dorsey
 Dorothy Eldridge
 Carol Geise
 Teresita Hartz
 Sylvia Jennings
 Richard Knapik
 Joseph Lampe
 Connie Lanier
 Beverly Lee
 Candy Martin
 Valerie Mauzy
 Donna Moore

Esther Morgan
 Vivian Morgan
 Tracy Patton
 John Porterfield
 Patrice Robinson-Norwood
 Linda Rupchak
 Joyce Swierz
 Jeannette Tusin
 Gregory Ulrich
 David Vagas
 Jannetta White
 Joyce Wiggins

Long Term/Floater Substitute Teachers – (Fund 001)- To be paid a daily rate of \$187.67 for Non-YEA members; to be assigned by the Office of Human Resources based on licensure and used on an “as needed” basis, effective 8/22/16 and ending 5/26/17.

Elizabeth Arduin (requested by Preschool)
 John Beitzel
 Mary Boyd
 Walonda Burney
 Tracey Dawson
 Terrance Esarco
 Ryan Forney
 Ada Hill
 Chauncey Hilson
 Sonya Justice
 Thad Jemison (pending pre-employment requirements)

John Marsh
 Samuel Moffie
 Barry Monroe
 Deidre Mosley
 Seraphin Okello
 Isabel Rivera
 Georgianna Saunders
 Devalynn Searcy
 David Vagas

THE YOUNGSTOWN BOARD OF EDUCATION

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Stephen Stohla, Interim Superintendent

Dr. Milton A. Waters, Assistant Superintendent

Sherry Tyson, Treasurer

CEO'S

POLICY RECOMMENDATIONS

August 9, 2016

THE YOUNGSTOWN BOARD OF EDUCATION

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CEO'S POLICY RECOMMENDATIONS **TO THE BOARD OF EDUCATION** **August 9, 2016**

Third Reading

Item 1: I wish to recommend to the Board of Education to approve the following revised policy:

- Policy 3220 –Standards-Based Teacher Evaluation(Revised)
- Policy 3223 – Standards-Based School Counselor Evaluation (New)
- Policy 6111 –Internal Controls (New)
- Policy 6112 – Cash Management of Grants (New)

**BOARD OF EDUCATION
YOUNGSTOWN CITY SCHOOL DISTRICT**

PROFESSIONAL STAFF
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STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law. **The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.**

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

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

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

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

Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

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

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

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

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

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

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

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

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

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

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

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

"Shared Attribution Measures" – student growth measures that can be attributed to a group.

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

"Vendor Assessment" – student assessments approved by the Ohio Department of Education (ODE) that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous or current school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.

"Evaluation Factors" – refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two (2) factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

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

"Evaluation Instruments" – refers to the forms used by the teacher's evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

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

"Evaluation Rating" – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the evaluation factors are combined.

Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings: Accomplished, Skilled, Developing, or Ineffective.

"Teacher Performance" - is the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

"Teacher-Student Data Linkage" (TSDL) - refers to the process of connecting the teacher(s) of record (based upon above definition) to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

Standards-Based Teacher Evaluation

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

Each teacher evaluation will result in an effectiveness rating of:

- A. Accomplished;
- B. Skilled;
- C. Developing; or
- D. Ineffective.

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

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. **The Board will utilize the ODE's guidelines for reporting this information.**

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

Assessment of Teacher Performance

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

- A. understanding student learning and development and respecting the diversity of the students they teach;
- B. understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;
- F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- G. assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

- A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations **of at least thirty (30) minutes each** and **two (2) evaluative classroom walkthroughs per evaluative cycle.**
-

- B. Teachers who are under consideration for nonrenewal shall receive at least three (3) formal observations and **two (2) evaluative classroom walkthroughs per evaluative cycle.**

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

The Board may evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years (every other year), so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher. Walkthroughs may be conducted every year during that two (2) year period by the evaluator.

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

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

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

Formal Observation Procedure

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

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one (1) or more of the following components and results in brief written notes or a summary:

- A. evidence of planning**
- B. lesson delivery**
- C. differentiation**
- D. resources**
- E. classroom environment**
- F. student engagement**
- G. assessment, or**
- H. any other component of the standards and rubrics approved for teacher evaluation**

A walkthrough shall consist of at least ten (10) consecutive minutes, but not more than twenty (20) consecutive minutes in duration at the elementary level and not more than thirty (30) consecutive minutes in duration at the secondary level. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough must be placed on the form designated in the Appendix. Feedback from walkthroughs shall be provided electronically within ten (10) school days of the walkthrough. The teacher and or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

- A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.**
 - B. A completed form designated with an “E” must be shared with the employee within twenty-four (24) hours.**
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Assessment of Student Growth

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

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

- A1. Teachers instructing in value-added subjects exclusively¹;
- A2. Teachers instructing in value-added courses, but not exclusively²;

OR

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

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

¹ For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

² **If used, only one (1) "shared attribution" measure can be utilized per instructor.** When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

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

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

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES:

- (5) Most Effective**
- (4) Above Average**
- (3) Average**
- (2) Approaching Average**
- (1) Least Effective**

Final Evaluation Procedures

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

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

Student Growth Measures (SGM)/Student Learning Objectives (SLO)

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased by the Board and all affected staff shall be trained on utilization and other considerations by the first Friday in September.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than the last school day in September.

- A. The SLO Committee shall review all submitted SLOs by the third Friday in October.**
- B. Any SLO that is rejected by the SLO Committee shall be returned to the teacher/group with specific designation of deficiencies by the first Friday in November with fifteen(15) days for the resubmittal of the corrected SLO.**

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

Prior to submitting the SGM results to the designated evaluator, the teacher may request that the SLO Committee review the results for the sole purpose of verifying accuracy.

Professional Growth Plans and Professional Improvement Plans

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

- A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credential evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."**
 - B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator utilizing the components set forth in the "Teacher Evaluation Form."**
 - C. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."**
-

Core Subject Teachers - Testing for Content Knowledge

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

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

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

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

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

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

Board Professional Development Plan

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

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

Definitions:

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

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

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

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

Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or relevant provisions of the collective bargaining agreement in effect between the Board and the Youngstown Education Association.

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

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114, 3319.22, 3319.222,
R.C. 3319.226, 3319.26, 3319.58, 3333.0411
A.C. 3301-35-03(A)
Sub. H.B. 362
H.B. 64 (2015)

Adopted: 6/25/13
Revised: 11/26/13
Revised:

**BOARD OF EDUCATION
YOUNGSTOWN CITY SCHOOL DISTRICT**

**PROFESSIONAL STAFF
3223/Page 1 of 8**

STANDARD - BASED SCHOOL COUNSELOR EVALUATION

The Board of Education is responsible for a standards-based school counselor evaluation policy which conforms to the framework for the evaluation of school counselors as approved by the State Board of Education and aligns with the "Standards for School Counselors" as set forth in State law.

The Board of Education adopts the Ohio School Counselor Evaluation System (OSCES) as approved by the State Board of Education.

The Board believes school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The standards based system of school counselor evaluations is designed to provide meaningful and consistent feedback to support counselor professional growth and inform employment decisions.

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

This policy has been developed in consultation with school counselors.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Committee, with continuing participation by District counselors represented by the Youngstown Education Association, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OSCES" - Stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education, or as otherwise modified by the State Board of Education.

"School Counselor"- For purposes of this policy, "school counselor" means an employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

Teachers and other employees who do not meet this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated in accordance with Board policy and/or utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Youngstown Education Association.

"Credentialed Evaluator"- For purposes of this policy, each counselor subject to evaluation will be evaluated by a person who has completed the OSCES training as required by the Ohio Department of Education. The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance assessments on the standards that are conducted for the current school year to assign a summative evaluation rating.

"Evaluation Factors"- refers to the multiple measures that are required by law to be used in the school counselor evaluation procedures, including performance on all six (6) areas identified by the standards and the ability to produce positive outcomes using student metrics selected by the Board. School counselors will receive a score in each of the six standards and the student metrics, which shall be weighted equally (1/7 of the final summative score).

"Evaluation Framework" – means the standards-based framework adopted by the State Board of Education for the evaluation of school counselors in accordance with R.C. 3319.113.

"Evaluation Instruments" – refers to the forms used by the school counselor's evaluator as developed locally.

"Evaluation Procedure" – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.113 and to conform to the framework for the evaluation of school counselors developed under R.C. 3319.113.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a school counselor pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is combined with the results of student metrics. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

"High Performing School Counselor" - is a school counselor who earns a summative rating of "Accomplished" or "Skilled" on his/her most recent evaluations.

"School Counselor Performance" – is the assessment of a school counselor's performance on each of the six State-adopted standards, resulting in a performance rating. As an evaluation factor, the school counselor performance dimension is based on direct observations of a counselor's practice by a credentialed evaluator. Performance results are reported as a performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

"Student Metrics" - the locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

Standards-Based School Counselor Evaluation

School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

- A. Accomplished;**
- B. Skilled;**
- C. Developing; or**
- D. Ineffective.**

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

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) in accordance with requirements mandated by ODE. The Board will utilize the ODE's guidelines for reporting this information.

Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for School Counselors*:

- A. Comprehensive School Counseling Program Plan;**
-

- B. Direct Services for Academic, Career and Social/Emotional Development;**
- C. Indirect Services for Academic, Career and Social/Emotional Development;**
- D. Evaluation and Data;**
- E. Leadership and Advocacy; and**
- F. Professional Responsibility, Knowledge and Growth.**

Formal and Informal Observations

- A. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and two (2) informal observations per evaluative cycle.**
 - B. A high performing school counselor will be evaluated less frequently as follows.**
 - 1. A school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated. Informal observations may be conducted every year during that three (3) year period by the evaluator.**
 - 2. A school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated every other year, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated. Informal observations may be conducted every year during that two (2) year period by the evaluator.**
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Evaluations will be completed by May 1st and each school counselor will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

Each school counselor evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool approved by the Board.

Formal Observation Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The second observation may be unannounced.

A post-observation conference shall be held after each formal observation.

Informal Observation Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

An informal observation is a formative assessment process that focuses on one (1) or more of the components included in the State-adopted standards.

An informal observation should be of sufficient duration to allow the evaluator to assess the focus of the observation.

Data gathered from the observation must be placed on the form designated in the Appendix. Feedback from observations shall be provided electronically within ten (10) days. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.

- A. Informal observations shall not unreasonably disrupt and/or interrupt the work day.
 - B. A completed form designated with an "E" must be shared with the employee within twenty-four (24) hours.
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Assessment of Student Metrics

The Superintendent and/or his/her designee will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year. In order to obtain an "Accomplished" rating in this area, a school counselor must have a top score in all three (3) categories. Therefore, metrics should be included in all three (3) areas for such a rating. A counselor may obtain a score in just one (1) area, however, to receive a summative score.

Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

Final Evaluation Procedures

Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.

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

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual evaluations conducted in accordance with this policy, each school counselor must develop either a professional growth plan or professional improvement plan as follows:

- A. School counselors with a final summative rating of "Accomplished" will develop a professional growth plan.
 - B. School counselors with a final summative rating of "Skilled" will develop a professional growth plan collaboratively with their evaluator.
 - C. School counselors with a final summative rating of "Developing" will develop a professional growth plan collaboratively with their evaluator. A building administrator must approve the professional growth plan.
 - D. School counselors with a final summative rating of "Ineffective" will develop an improvement plan with their evaluator. A building administrator must approve the improvement plan.
-

Professional growth and improvement plans must be completed by the last Friday in September each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

Board Professional Development Plan

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

Retention and Promotion Decisions/Removal of Poorly Performing School counselors

The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of school counselors, renewal of employment contracts, and the removal/nonrenewal of poorly performing school counselors.

Definitions:

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

"Promotion"- as used in this context is of limited utility given the fact that school counselors covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining employee assignments, the Board will consider school counselor performance as indicated by evaluations.

"Poorly Performing School Counselors"- refers to school counselors identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations"- since seniority may not be the basis for school counselor retention or other employment decisions, except when deciding between counselors who have comparable evaluations, this refers to counselors within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing School Counselors

Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Youngstown Education Association.

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

R.C. 3319.02, 3319.11, 3319.113, R.C. 3319.16

A.C. 3301-24-05

H.B. 64

Adopted:

INTERNAL CONTROLS

The Superintendent shall establish and maintain effective internal controls over Federal awards that provide reasonable assurance that the District is managing all awards in compliance with applicable statutes, regulations and the terms and conditions of the awards. The District will have a process that provides reasonable assurance regarding the achievement of the following objectives:

- A. effectiveness and efficiency of operations**
- B. reliability of reporting for internal and external use**
- C. compliance with applicable laws and regulations**

The internal controls must provide reasonable assurance that transactions are properly recorded and accounted for in order to permit the preparation of reliable financial statements and Federal reports; maintain accountability over assets; and demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. The internal controls must also provide reasonable assurance that these transactions are executed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award that could have a direct and material effect on a Federal award, as well as any other Federal statutes and regulations that are identified in the Compliance Supplement. Finally, the District's internal controls must provide reasonable assurance that all Federal funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

The District shall:

- A. comply with Federal statutes, regulations, and the terms and conditions of the Federal awards;**
 - B. evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of the award;**
 - C. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and**
-

- D. take reasonable measures to safeguard protected “personally identifiable information” (PII) and other information the awarding agency or pass-through entity designated as sensitive or the District considers sensitive consistent with applicable Federal, State, local, and tribal laws and District policies regarding privacy and obligations of confidentiality**

PII is defined at 2 C.F.R. 200.79 as “information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.”

However, the definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified.

2 C.F.R. 200.61-61, 200.79, 200.303

- A. “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States;**
- B. “Internal Control Integrated Framework” (commonly referred to as the Green Book) issued by the Committee of Sponsoring Organizations of the Treadway Commission;**
- C. “Compliance Supplement” issued by the U.S. Office of Management and Budget; and**
- D. Internal control guidance issued by the U.S. Department of Education.**

**Applicable Laws, Regulations, and Guidance:
2 C.F.R. 200.305**

Adopted:

CASH MANAGEMENT OF GRANTS

In order to provide reasonable assurance that all assets, including Federal, State, and local funds, are safeguarded against waste, loss, unauthorized use, or misappropriation, the Superintendent shall implement internal controls in the area of cash management.

The District's payment methods shall minimize the time elapsing between the transfer of funds from the United States Treasury or the Ohio Department of Education (ODE) (pass-through entity) and disbursement by the District, regardless of whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payment by other means.

The District shall use forms and procedures required by the grantor agency or pass-through entity to request payment. The District shall request grant fund payments in accordance with the provisions of the grant. Additionally, the District's financial management systems shall meet the standards for fund control and accountability as established by the awarding agency.

The Superintendent is authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as deemed appropriate when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

When the District uses a cash advance payment method, the following standards shall apply:

- A. The timing and amount of the advance payment requested will be as close as is administratively feasible to the actual disbursement for direct program or project costs and the proportionate share of any allowable indirect costs.**
- B. The District shall make timely payment to contractors in accordance with contract provisions.**

- C. To the extent available, the District shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.**
 - D. The District shall account for the receipt, obligation and expenditure of funds.**
 - E. Advance payments will be deposited and maintained in insured accounts whenever possible.**
 - F. Advance payments will be maintained in interest bearing accounts unless the following apply:**
 - 1. The District receives less than \$120,000 in Federal awards per year.**
 - 2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.**
 - 3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.**
 - 4. A foreign government or banking system prohibits or precludes interest bearing accounts.**
-

- G. Pursuant to Federal law and regulations, the District may retain interest earned in an amount up to \$500 per year for administrative costs. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System ("PMS") through an electronic medium using either Automated Clearing House ("ACH") network or a Fedwire Funds Service payment. Remittances shall include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another Federal agency payment system.**

**Applicable Laws, Regulations, and Guidance:
2 C.F.R. 200.305**

Adopted:
