

**REGULAR MEETING
THE BOARD OF EDUCATION OF
YOUNGSTOWN CITY SCHOOL DISTRICT
YOUNGSTOWN, OHIO**

20 West Wood Street

June 25, 2013

The Youngstown Board of Education met in regular session at the I.L. Ward Building on June 25, 2013. President Richard Atkinson called the meeting to order at 5:32 p.m. The meeting opened with the Pledge of Allegiance followed by a moment of silence. Roll call was taken with the following board members in attendance:

Members present: Beachum, Haire-Ellis, Kimble, Murphy, Atkinson

Members absent: Hanni, Mahone

EXECUTIVE SESSION

At 5:33 p.m. Mr. Murphy moved, seconded by Ms. Kimble that board members adjourn to executive session to conference with the board's attorney to discuss matters which are the subject of pending or imminent court action. On roll call vote the results were as follows

Ayes: Beachum, Haire-Ellis, Kimble, Murphy, Atkinson

Nays: None

Ms. Mahone entered the meeting at 5:35 p.m.

Ms. Hanni entered the meeting at 5:37 p.m.

Board members exited executive session at 5:46 p.m.

The regular portion of the meeting convened at 6:03 p.m.

APPROVAL OF AGENDA

As the first item of business, Mr. Atkinson called for a motion approving the agenda. Ms. Haire-Ellis moved that the agenda be approved as presented. It was seconded by Mr. Murphy. On roll call vote the results were as follows:

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried, and the agenda was approved as presented.

COMMUNICATIONS/RECOGNITIONS

There were no communications or recognitions.

CITIZEN PARTICIPATION

President Atkinson called for citizen participation. There were no requests to address the Board.

BOARD COMMENTS

Mr. Beachum noted his appreciation and thanks to all well-wishers with regard to his recent surgery.

BOARD PRESIDENT'S REPORT

President Atkinson commented on his attendance at the Chaney graduation ceremonies.

FACILITIES REPORT

Harry Evans, chief of operations, had no report at this time.

TREASURER'S REPORT

James Reinhard, treasurer, presented information regarding the resolutions presented by the treasurer's office: temporary appropriations for fiscal year 2014, final appropriations for fiscal year 2013, advances and transfer of funds to close books for June 2013 and the cash fund statement resolution for May 2013.

SUPERINTENDENT'S REPORT

Dr. Hathorn had no report at this time.

NEW BUSINESS

CONSENT AGENDA

Ms. Haire-Ellis offered a motion to place Resolution No. 120-13 through Resolution No. 132-13 on a Consent Agenda. (Resolution No. 118-13, resignation and re-employment of the superintendent and Resolution No. 119-13, temporary appropriations for fiscal year 2014 to be on separate votes.) Mr. Murphy seconded the motion, and on roll call vote the results were as follows:

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

Mr. Atkinson then entertained a motion to adopt the Consent Agenda. Ms. Haire-Ellis moved adoption of the Consent Agenda, seconded by Ms. Hanni which included Resolution No. 120-13 through Resolution No. 132-13 summarized as follows:

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

**The Public Schools
Youngstown, Ohio
Board of Education**

RESOLUTION NO. 118-13

**RESOLUTION TO ACCEPT RESIGNATION FOR RETIREMENT PURPOSES
AND
TO RE-EMPLOY THE SUPERINTENDENT**

WHEREAS, the Board of Education of the Youngstown City School District has given public notice in accordance with R.C. 3307.353 that Dr. Connie Hathorn, currently employed by the Board as Superintendent, will be retiring and is seeking re-employment with the District in the same position following his retirement; and

WHEREAS, the Board held a public meeting on the issue of re-employing Dr. Hathorn on June 4, 2013, at which time public input was heard by the Board; and

WHEREAS, the Board desires to accept the resignation of Dr. Hathorn for retirement purposes and to re-employ him in the position of Superintendent subsequent to his retirement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Youngstown City School District to accept the resignation of Dr. Connie Hathorn, submitted for the purposes of initiating earned retirement benefits under the State Teachers Retirement System, effective as of the end of the work day on June 30, 2013; and to employ Dr. Connie Hathorn as Superintendent beginning on July 2, 2013 and continuing through July 31, 2017, such employment to be at the annual salary rate of \$119,250, which is ten percent (10%) less than the annual salary rate in his current contract, and subject to such other terms and conditions as are set forth in the written Contract of Employment presented to the Board which is hereby ratified and approved; and

BE IT FURTHER RESOLVED, that the Board President and Treasurer are authorized and directed to sign such Contract with the Superintendent and to effectuate its terms and conditions.

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Murphy, Atkinson

Nays: Kimble, Mahone

Motion carried.

6/25/13

**The Public Schools
Youngstown, Ohio
Office of the Treasurer**

RESOLUTION NO. 119-13

**RESOLUTION ESTABLISHING
TEMPORARY APPROPRIATIONS FOR
FISCAL YEAR 2014**

BE IT RESOLVED, that the Youngstown Board of Education in order to provide for the operation of the Youngstown City School District prior to ascertaining revenues and establishing appropriations for the period commencing July 1, 2013, and ending June 30, 2014, that temporary appropriations be adopted at 50% of FY2013 expenditures for all funds except the state and federal funds.

For the state and federal funds the amount of the unexpended balance of the current funds as of June 30, 2013, are deemed temporarily appropriated.

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

6/25/13

**The Public Schools
Youngstown, Ohio
Office of the Treasurer**

RESOLUTION NO. 120-13

**RESOLUTION TO ADOPT FINAL APPROPRIATIONS AND
AMENDED CERTIFICATE OF RESOURCES
FOR FISCAL YEAR 2013**

BE IT RESOLVED, by the Youngstown Board of Education that to provide for the current expenses and other expenditures of the Board of Education of the Youngstown City School District during the fiscal year ending June 30, 2013, the following sums are hereby appropriated and set aside for the several purposes for which expenditures are to be made during said fiscal year summarized as provided; and

BE IT FURTHER RESOLVED, that the level to which appropriations are adopted by the Youngstown Board of Education be that set forth in the appropriation summary herewith provided, and that said appropriations will be less than or equal to the amounts certified by the Mahoning County Budget Commission that are in accordance with ORC 5705 insofar as possible; and

BE IT FURTHER RESOLVED, that any other end-of-year adjustments needed to balance the accounts as of June 30, 2013, are authorized.

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

6/25/13

**The Public Schools
Youngstown, Ohio
Office of the Treasurer**

RESOLUTION NO. 121-13

**RESOLUTION TO ADVANCE and/or TRANSFER FUNDS
TO CLOSE BOOKS AS OF
JUNE 30, 2013**

WHEREAS, there is presently an unexpended balance in the treasury to the credit of the General Fund which sum is not encumbered by any unliquidated and outstanding obligations or encumbrances; and

WHEREAS, the Board of Education has determined that it is necessary to make the following advances and/or transfers;

NOW, THEREFORE, BE IT RESOLVED, that the Youngstown Board of Education authorizes the attached advances and/or transfers. The amounts indicated are a maximum.

SEE ATTACHMENTS

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

6/25/13

**The Public Schools
Youngstown, Ohio
Office of the Treasurer**

RESOLUTION NO. 122-13

**CASH FUND STATEMENT
MAY 2013**

WHEREAS, in accordance with maintaining an accurate picture of all the funds of Youngstown City School District monthly cash fund;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of Youngstown City School District hereby accepts and approves the May 2013, Cash Fund Statement.

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

6/25/13

**The Public Schools
Youngstown, Ohio
Office of the Superintendent**

RESOLUTION NO. 123-13

**RESOLUTION TO APPROVE REVISED POLICY
ON PARENT AND FAMILY INVOLVEMENT**

WHEREAS, the Board of Education of the Youngstown City School District, adopted a policy recognizing that student learning is more likely to occur when there is an effective partnership between school and the student's parents and family; and

WHEREAS, the Board has caused its policy to be reviewed by the Superintendent and his designees to obtain a recommendation as to updating such policy with revisions as are necessary and appropriate; and

WHEREAS, the Superintendent has recommended that the Board adopt the revised policy entitled, "Parent and Family Involvement" at Section 2111 of its Policy Manual.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Youngstown City School District hereby ratifies, approves and adopts the revised policy entitled, "Parent and Family Involvement," a copy of which is attached hereto and made a part hereof by this reference.

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

6/25/13

PARENT AND FAMILY INVOLVEMENT

The Board of Education recognizes and values parents and families as children’s first teachers and decision-makers in education. The Board believes that student learning is more likely to occur when there is an effective partnership between the school and the student’s parents and family. Such a partnership between the home and school and greater involvement of parents in the education of their children generally result in higher academic achievement, improved student behavior, and reduced absenteeism.

In accordance with statute and the State Board of Education Parent and Family Involvement Policy, use of the term “families” is used in order to include children’s primary caregivers, who are not their biological parents, such as foster caregivers, grandparents, and other family members.

In cultivating partnerships with families and communities, the Board is committed to the following:

A. Relationships with Families

1. cultivating school environments that are welcoming, supportive, and student-centered; ⁴
2. providing professional development for school staff that helps build partnerships between families and schools; ^{2, 3, 4}
3. providing family activities that relate to various cultures, languages, practices, and customs, and bridge economic and cultural barriers; ^{2, 3}
4. providing coordination, technical support and other support to assist schools in planning and implementing family involvement activities. ³

B. Effective Communication

1. providing information to families to support the proper health (**mental and physical**), safety, and well-being of their children;
2. providing information to families about school policies, procedures, programs, and activities; ^{2, 3, 4}

3. promoting regular and open communication between school personnel and students' family members; 1,4
4. communicating with families in a format and language that is understandable, to the extent practicable; 2,3
5. providing information and involving families in monitoring student progress; 3
6. providing families with timely and meaningful information regarding Ohio's academic standards, State and local assessments, and pertinent legal provisions; 2, 3,4
7. preparing families to be involved in meaningful discussions and meetings with school staff. 2,3,4

C. Volunteer Opportunities

1. providing volunteer opportunities for families to support their children's school activities; 1,3
2. supporting other needs, such as transportation and child care, to enable families to participate in school-sponsored family involvement events. 3,4

D. Learning at Home

1. offering training and resources to help families learn strategies and skills to support at-home learning and success in school; 1,2,3,4
2. working with families to establish learning goals and help their children accomplish these goals; 1
3. helping families to provide a school and home environment that encourages learning and extends learning at home. 1,2,4

E. Involving Families in Decision Making and Advocacy

1. involving families as partners in the process of school review and continuous improvement planning; 3,4

2. involving families in the development of its District-wide parent involvement policy and plan, and distributing the policy and plan to families. ^{2,3,4}

F. Collaborating with the Community

1. building constructive partnerships and connecting families with community-based programs and other community resources; ^{2,3,4}
2. coordinating and integrating family involvement programs and activities with District initiatives and community-based program that encourage and support families' participation in their children's education, growth, and development. ^{2,3,4}

Implementation

The Superintendent will provide for a comprehensive plan to engage parents, families, and community members in a partnership in support of each student's academic achievement, the District's continuous improvement, and individual school improvement plans. The plan will provide for annual evaluation, with the involvement of parents and families, of the plan's effectiveness and identification of barriers to participation by parents and families. Evaluation findings will be used in the annual review of the Parent and Family Involvement policy and to improve the effectiveness of the District plan.

¹Indicates R.C. 3312.472 State Requirements

²Indicates IDEA 2004 Section 650 & 644 Parent Involvement Requirements

³Indicates Title I Section 1118 Parent Involvement Requirements

⁴Indicates State Board Parent and Family Involvement Policy Recommendations

R.C. 3313.472

Adopted: 8/24/04

Revised: 5/12/09

Revised: 2/09/10

Revised:

**The Public Schools
Youngstown, Ohio
Office of the Superintendent**

RESOLUTION NO. 124-13

**RESOLUTION TO APPROVE REPLACEMENT POLICY
ON STANDARDS-BASED TEACHER EVALUATION**

WHEREAS, the Board of Education of the Youngstown City School District, pursuant to R.C.3319.02, 3319.11, 3319.111 and A.C. 3301-35-03(A), adopted a policy regarding staff evaluation; and

WHEREAS, the Board has caused its policy to be reviewed by the Superintendent and his designees to obtain a recommendation as to updating such policy with revisions as are necessary and appropriate; and

WHEREAS, the Superintendent has recommended that the Board adopt the replacement policy entitled, "Standards-Based Teacher Evaluation" at Section 3220 of its Policy Manual.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Youngstown City School District hereby ratifies, approves and adopts the replacement policy entitled, "Standards-Based Teacher Evaluation," a copy of which is attached hereto and made a part hereof by this reference.

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

6/25/13

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 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 Consultation 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 this policy.

Definitions

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

“Teacher” – For purposes of this policy, “teacher” means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one 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 for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

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

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

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

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

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

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

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

Standards Based Teacher Evaluation

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

Each teacher evaluation will result in an effectiveness rating of:

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

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

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

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

Assessment of Teacher Performance

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

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

Formal Observation and Classroom Walkthrough Sequence

- A. All instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on at least **two (2)** formal observations and periodic classroom walkthroughs **each school year**.
- B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least **three (3)** formal observations in addition to periodic classroom walkthroughs.
- A teacher who has been granted a continuing contract by the Board and who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated **every other school year**.
 - A teacher who receives a rating of “Accomplished” on his/her most recent evaluation may request that in place of one of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher’s request in his/her sole discretion.

Pursuant to this policy and Board resolution, the Board shall approve a list of projects recommended by the Superintendent/designee that demonstrate a teacher’s continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one (1) formal observation.

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 will be unannounced.

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

Informal Observation/Classroom Walkthrough Procedure

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

- B. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.

- C. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) **or more** points in time. It is important to note that a student who has sixty (60) or more unexcused 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;

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

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

²For 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.

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

³ If used, only one (1) "shared attribution" measure can be utilized per instructor.

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

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

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

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

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

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

This student growth measure may be revisited annually by the Evaluation Policy Consultation Committee and a recommendation submitted to the Board prior to June 30th of each school year.

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 following “Evaluation Matrix”:

		Teacher Performance			
		4	3	2	1
Student Growth Measure	Above	Accomplished	Accomplished	Proficient	Developing
	Expected	Proficient	Proficient	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

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

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the “Evaluation Matrix” above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the “Teacher Evaluation Form.”
- B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the “Teacher Evaluation Form”

- C. Teachers whose performance rating indicates below expected levels of student growth 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, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

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

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

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

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

Board Professional Development Plan

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

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

Definitions:

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

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

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

“Comparable Evaluations”- Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of “Ineffective,” “Developing,” “Proficient,” 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 any applicable provisions of the July 1, 2013 Collective Bargaining Agreement.**

Administrative Guidelines shall be developed by the Evaluation Policy Consultation Committee for peer assistance for poorly performing teachers.

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, 3319.22, 3319.222, 3319.226
R.C. 3319.26, 3319.58, 3333.0411
A.C. 3301-35-03(A)

Adopted:

**The Public Schools
Youngstown, Ohio
Office of the Superintendent**

RESOLUTION NO. 125-13

**RESOLUTION TO ADOPT POLICY ON
POSITIVE BEHAVIOR INTERVENTION AND SUPPORTS
AND LIMITED USE OF RESTRAINT AND SECLUSION**

WHEREAS, the Board of Education of the Youngstown City School District is committed to the District-wide use of Positive Behavior Intervention and Supports (“PBIS”) with students; and

WHEREAS, the Superintendent has developed and recommended to the Board adoption of the attached policy entitled, “Positive Behavior Intervention and Supports and Limited Use of Restraint and Seclusion.”

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Youngstown City School District that the policy entitled, “Positive Behavior Intervention and Supports and Limited Use of Restraint and Seclusion,” recommended by the Superintendent, a copy of which is attached hereto and incorporated herein by this reference, is hereby ratified, approved and adopted by this Board.

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

6/25/13

**POSITIVE BEHAVIOR INTERVENTION AND SUPPORTS AND LIMITED USE
OF RESTRAINT AND SECLUSION**

The Board is committed to the District-wide use of Positive Behavior Intervention and Supports ("PBIS") with students. Student Personnel shall work to prevent the need for the use of restraint and/or seclusion. PBIS emphasizes prevention of student behavior problems through the use of non-aversive techniques, which should greatly reduce, if not eliminate, the need to use restraint and/or seclusion.

Professional staff members and support staff determined appropriate by the Superintendent are permitted to physically restrain and/or seclude a student, but only when there is immediate risk of physical harm to the student and/or others, there is no other safe and effective intervention possible, and the physical restraint or seclusion is used in a manner that is age and developmentally appropriate and protects the safety of all children and adults at school.

All restraint and seclusion shall only be done in accordance with this Policy, which is based on the standards adopted by the State Board of Education regarding the use of student restraint and seclusion.

Training in methods of PBIS and the use of restraint and seclusion will be provided to all professional staff and support staff determined appropriate by the Superintendent. Training will be in accordance with the State's Standards. Only school staff who are trained in permissible seclusion and physical restraint measures shall use such techniques.

Every use of restraint and seclusion shall be documented and reported in accordance with this Policy.

This Policy shall be made available to parents annually and shall be published on the District's website.

DEFINITIONS

Aversive behavioral interventions means an intervention that is intended to induce pain or discomfort to a student for the purpose of eliminating or reducing maladaptive behaviors, including such interventions as application of noxious, painful, and/or intrusive stimuli, including any form of noxious, painful or intrusive spray, inhalant, or taste.

Chemical restraint means a drug or medication used to control a student's behavior or restrict freedom of movement that is not:

- A. Prescribed by a licensed physician, or other qualified health professional acting under the scope of the professional's authority under Ohio law, for the standard treatment of a student's medical or psychiatric condition; and**
- B. Administered as prescribed by the licensed physician or other qualified health professional acting under the scope of the professional's authority under Ohio law.**

De-escalation techniques are strategically employed verbal or non-verbal interventions used to reduce the intensity of threatening behavior before a crisis situation occurs.

Functional behavior assessment ("FBA") is a collaborative problem-solving process that is used to describe the "function" or purpose that is served by a student's behavior. Understanding the "function" that an impeding behavior serves for the student assists directly in designing educational programs and developing behavior plans with a high likelihood of success.

Mechanical restraint means any method of restricting a student's freedom of movement, physical activity, or normal use of the student's body, using an appliance or device manufactured for this purpose. Mechanical restraint does *not* mean devices used by trained school personnel, or used by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed, including:

- A. restraints for medical immobilization;**
- B. adaptive devices or mechanical supports used to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports; or**
- C. vehicle safety restraints when used as intended during the transport of a student in a moving vehicle.**

Parent means:

- A. a biological or adoptive parent;**
- B. a guardian generally authorized to act as the child's parent, or authorized to make decisions for the child (but not the State if the child is a ward of the State);**
- C. an individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare;**
- D. a surrogate parent who has been appointed in accordance with Ohio Administrative Code 3301-51-05(E); or**
- E. any person identified in a judicial decree or order as the parent of a child or the person with authority to make educational decisions on behalf of the child.**

Physical escort means the temporary touching or holding of the hand, wrist, arm, shoulder, waist, hip, or back for the purpose of inducing a student to move to a safe location.

Physical restraint means the use of physical contact that immobilizes or reduces the ability of a student to move his/her arms, legs, body, or head freely. Physical restraint does *not* include a physical escort, mechanical restraint, or chemical restraint. Physical restraint does *not* include brief physical contact for the following or similar purposes to:

- A. break up a fight;**
- B. knock a weapon away from a student's possession;**
- C. calm or comfort;**
- D. assist a student in completing a task/response if the student does not resist the contact; or**
- E. prevent an impulsive behavior that threatens the student's immediate safety (e.g., running in front of a car).**

Positive Behavior Intervention and Supports ("PBIS") means a school-wide systematic approach to embed evidence-based practice and data-driven decision making to improve school climate and culture in order to achieve improved academic and social outcomes, and increase learning for all students. PBIS encompasses a range of systemic and individualized positive strategies to reinforce desired behaviors, diminish reoccurrences of challenging behaviors, and teach appropriate behaviors to students.

Positive Behavior Support Plan means the design, implementation, and evaluation of individual or group instructional and environmental modifications, including programs of behavioral instruction, to produce significant improvements in behavior through skill acquisition and the reduction of problematic behavior.

Prone restraint means physical or mechanical restraint while the student is in the face-down position for an extended period of time.

Seclusion means the involuntary isolation of a student in a room, enclosure, or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier.

Student means a child or adult aged three (3) to twenty-one (21) enrolled in the District.

Student Personnel means teachers, principals, counselors, social workers, school resource officers, teacher's aides, psychologists, bus drivers, or other District staff who interact directly with students.

Timeout means a behavioral intervention in which the student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her own behavior. In a timeout, the student is not physically restrained or prevented from leaving the area by physical barriers.

POSITIVE BEHAVIOR INTERVENTION AND SUPPORTS

Positive Behavior Intervention and Supports ("PBIS") creates structure in the environment using a non-aversive effective behavioral system to improve academic and behavior outcomes for all students.

The PBIS prevention-oriented framework or approach shall apply to all students and staff, and in all settings.

PBIS shall include:

- A. school staff trained to identify conditions such as where, under what circumstances, with whom, and why specific inappropriate behavior may occur;**
- B. preventative assessments that include:**
 - 1. review of existing data;**
 - 2. interviews with parents, family members, and students; and**
 - 3. examination of previous and existing behavioral intervention plans.**
- C. development and implementation of preventative behavioral interventions, and the teaching of appropriate behavior, including:**
 - 1. modification of environmental factors that escalate inappropriate behavior;**
 - 2. supporting the attainment of appropriate behavior; and**
 - 3. use of verbal de-escalation to defuse potentially violent dangerous behavior.**

The Superintendent shall develop emergency procedures for the District.

SECLUSION

Seclusion may be used only when a student's behavior poses an immediate risk of physical harm to the student or others and no other safe and effective intervention is possible. Seclusion may be used only as a last resort safety intervention that provides the student with an opportunity to regain control of his/her actions. Seclusion must be used in a manner that is age and developmentally appropriate, for the minimum amount of time necessary for the purpose of protecting the student and/or others from physical harm, and otherwise in compliance with this Policy and the Ohio Department of Education's ("ODE") corresponding policy.

Seclusion shall be implemented only by Student Personnel who have been trained in accordance with this Policy to protect the care, welfare, dignity and safety of the student.

Additional requirements for the use of seclusion:

If Student Personnel use seclusion, they must:

- A. continually observe the student in seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern;**
- B. use verbal strategies and research-based de-escalation techniques in an effort to help the student regain control as quickly as possible;**
- C. remove the student from seclusion when the immediate risk of physical harm to the student and/or others has dissipated;**
- D. conduct a debriefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and**
- E. complete all required reports and document their observations of the student.**

Requirements for a room or area used for seclusion:

A room or area used for seclusion must provide for adequate space, lighting, ventilation, clear visibility, and the safety of the student.

A room or area used for seclusion *must not be locked* or otherwise prevent the student from exiting the area should staff become incapacitated or leave the area.

Additional prohibited seclusion practices:

Seclusion shall never be used as a punishment or to force compliance.

Seclusion shall not be used:

- A. for the convenience of staff;**
- B. as a substitute for an educational program;**
- C. as a form of discipline or punishment;**
- D. as a substitute for less restrictive alternatives;**

- E. as a substitute for inadequate staffing;**
- F. as a substitute for staff training in positive behavior supports and crisis prevention and intervention;**
- G. as a means to coerce, retaliate, or in a manner that endangers a student; or**
- H. if it deprives the student of basic needs.**

Seclusion of preschool-age children is prohibited, except that a preschool-age child may be secluded from his or her classmates, either in the classroom or in a safe, lighted, and well-ventilated space, for an amount of time that is brief in duration and appropriate to the child's age and development, if the child is always within sight and hearing of a preschool staff member.

RESTRAINT

There are different types of restraint, as defined above, including physical restraint, prone restraint, mechanical restraint, and chemical restraint. The use of restraint other than physical restraint is prohibited.

Physical restraint may be used only when the student's behavior poses an immediate risk of physical harm to the student and/or others and no other safe and/or effective intervention is possible. The physical restraint must be implemented in a manner that is age and developmentally appropriate, does not interfere with the student's ability to communicate in his/her primary language or mode of communication, and otherwise in compliance with this Policy and the ODE's corresponding policy.

Physical restraint shall be implemented only by Student Personnel who have been trained in accordance with this Policy to protect the care, welfare, dignity and safety of the student, except in the case of rare and unavoidable emergency situations when trained personnel are not immediately available.

Additional requirements for the use of physical restraint:

If Student Personnel use physical restraint, they must:

- A. continually observe the student in restraint for indications of physical or mental distress and seek immediate medical assistance if there is a concern;**
- B. use verbal strategies and research-based de-escalation techniques in an effort to help the student regain control;**

- C. remove the student from physical restraint immediately when the immediate risk of physical harm to the student and/or others has dissipated;**
- D. conduct a debriefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and**
- E. complete all required reports and document their observations of the student.**

Physical restraint shall not be used for punishment or discipline, or as a substitute for other less restrictive means of assisting a student in regaining control.

Prohibited Restraint Practices

The following restraint practices are prohibited under all circumstances, including emergency safety situations:

- A. prone restraint as defined in Executive Order 2009-13 (which defines prone restraint to mean "all items or measures used to limit or control the movement or normal functioning of any portion, or all, of an individual's body while the individual is in a face-down position for an extended period of time");**
- B. physical restraint that restricts the airway of a student or obstructs the student's ability to breathe;**
- C. physical restraint that impacts the student's primary mode of communication;**
- D. restraint of preschool-age students, except for holding a child for a short period of time, such as in a protective hug, so that the child may regain control;**
- E. restraint that deprives the student of basic needs;**
- F. restraint that unduly risks serious harm or needless pain to the student, including physical restraint that involves the intentional, knowing, or reckless use of any of the following techniques:**

1. using any method that is capable of causing loss of consciousness or harm to the neck or restricting/obstructing respiration in any way;
 2. pinning down the student by placing knees to the torso, head and/or neck of the student;
 3. using pressure points, pain compliance, or joint manipulation;
 4. dragging or lifting of the student by the hair or ear or by any type of mechanical restraint;
 5. using other students or untrained staff to assist with the hold or restraint; or
 6. securing the student to another student or to a fixed object.
- G. mechanical restraint (that does not include devices used by trained Student Personnel, or by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed); or
- H. chemical restraint (which does not include medication administered as prescribed by a licensed physician).

ADDITIONAL PROHIBITED PRACTICES

The following practices are prohibited under all circumstances, including emergency safety situations:

- A. corporal punishment;
- B. child endangerment as defined in Ohio Revised Code 2919.22; and
- C. aversive behavioral interventions.

FUNCTIONAL BEHAVIORAL ASSESSMENT AND BEHAVIOR INTERVENTION PLAN

If a student repeatedly engages in dangerous behavior that leads to instances of restraint and/or seclusion, District personnel shall conduct a functional behavioral assessment to identify the student's needs and more effective ways of addressing those needs. If necessary, District personnel shall also develop a behavior intervention plan that incorporates positive behavioral interventions.

TRAINING AND PROFESSIONAL DEVELOPMENT

The District shall provide training as follows:

- A. All Student Personnel, as defined in this Policy, shall be trained annually on the requirements of the Ohio Department of Education's Policy on Positive Behavior Intervention and Supports, and Restraint and Seclusion; Ohio Administrative Code 3301-51-15; and this Policy.**
- B. the Superintendent, in consultation with each school building's principal, shall identify which District employees should receive additional training so that an adequate number of personnel in each building are trained in crisis management and de-escalation techniques, including the use of restraint and seclusion. District employees who receive such additional training must keep their training current in accordance with the requirements of the provider of the training.**
- C. The Superintendent shall develop a plan to provide training to school personnel, as defined in this Policy, so that Positive Behavior Intervention and Supports are implemented on a District-wide basis.**

The District shall maintain written or electronic documentation on training provided and lists of participants in each training.

Only individuals trained in accordance with this Policy in the appropriate use of restraint and seclusion may use those techniques.

MONITORING AND COMPLAINT PROCEDURES

The Superintendent shall develop a monitoring procedure to ensure that this Policy is appropriately implemented.

Any parent of a child enrolled in school in the District may submit a written complaint to the Superintendent regarding an incident of restraint or seclusion. The Superintendent shall investigate each written complaint and respond in writing to the parent's complaint within thirty (30) days of receipt of the complaint.

REQUIRED DATA AND REPORTING

Each use of restraint or seclusion shall be:

- A. documented in writing;**
- B. reported to the building administration immediately;**
- C. reported to the parent immediately; and**
- D. documented in a written report.**

A copy of the written report shall be made available to the student's parent or guardian within twenty-four (24) hours of the use of restraint or seclusion. A copy of the written report shall also be maintained in the student's file.

All written documentation of the use of restraint or seclusion are educational records pursuant to the Family Educational Right to Privacy Act ("FERPA"), and district personnel are prohibited from releasing any personally identifiable information to anyone other than the parent, in accordance with FERPA's requirements.

The Superintendent shall develop a process for the collection of data regarding the use of restraint and seclusion.

The Superintendent shall report information concerning the use of restraint and seclusion annually to the Ohio Department of Education as requested by that agency, and shall make the District's records concerning restraint and seclusion available to the staff of the Ohio Department of Education upon request.

*** Adapted from the Ohio Department of Education's Policy on Positive Behavior Intervention and Supports, and Restraint and Seclusion, adopted January 15, 2013.**

Adopted:

DEPARTMENT OF ACADEMIC AFFAIRS

**The Public Schools
Youngstown, Ohio
Office of the Superintendent**

RESOLUTION NO. 126-13

**AGREEMENT BETWEEN
MAHONING COUNTY EDUCATIONAL SERVICE CENTER
AND
THE YOUNGSTOWN CITY SCHOOL DISTRICT**

WHEREAS, Youngstown City School District (hereinafter called "YCSD") and the Mahoning County Educational Service Center (hereinafter called MCEC) have a vested interest in the academic well-being of students in the YCSD; and

WHEREAS, the Board of Education of the Youngstown City School District is committed to the improvement of teaching and learning through a variety of purchased services that enhance the educational process; and

WHEREAS, MCEC has expertise in providing educational programming for students referred by Youngstown City Schools; and

WHEREAS, the Board of Education during this agreement shall provide the Sheridan School Building and land located at 3321 Hudson Avenue, Youngstown, Ohio, 44511 for MCEC to use as a school for its Alternative Program and additional educational programming.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Youngstown City School District, does approve the attached agreement from MCEC to enter into this agreement on July 1, 2013 and end June 30, 2014.

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

6/25/13



MAHONING COUNTY EDUCATIONAL SERVICE CENTER SERVICES AGREEMENT

This AGREEMENT (“Agreement”) is made by the Governing Board of the Mahoning County Educational Service Center (“Board”) and Youngstown City School District (“School”).

WHEREAS, the Board has expertise in providing services sought by the School,
And

WHEREAS, the School wishes to utilize the Board’s services and abilities during the term of this Agreement and the Board is qualified to provide such services and willing to offer such services upon the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. ENGAGEMENT AND DUTIES

During the term of this Agreement, the School hereby engages the Board to perform services required by the School.

The Board hereby represents and warrants to the School that it has the necessary expertise, licenses, permits and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.

The Board’s duties shall be as follows:

- To provide educational programming for students referred by Youngstown City School District.

During the term of this Agreement, the School shall provide the following described portion of the Sheridan School Building and Land located at 3321 Hudson Avenue, Youngstown, Ohio 44511 for the Board to use as a school for its Alternative Program and additional educational programming.

- 11 classrooms on the second floor
- Common area on the first floor
- Gymnasium on the first floor
- Kitchen on the first floor
- First floor principal’s office

- First floor reception area
- First floor library

The Schools shall provide all structural maintenance and repairs. The Board shall provide cosmetic repairs and pay.

2. TERM

This Agreement shall begin on July 1, 2013, and end June 30, 2014. This Agreement shall not renew unless agreed to in writing by the Board and the School.

3. COMPENSATION

Under this agreement, the Board shall be compensated for all staff and operational costs associated with the provision of educational programming including, but not limited to the following: telephones, computer/technical support, classroom supplies, staff, and staff supervision. The School shall be invoiced monthly.

4. INDEMNIFICATION

The School will defend, indemnify and hold the Board, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the School in connection with the provision of services under this Agreement, including but not limited to such claims, liabilities, actions, suits, damages and/or losses resulting from actions taken by and care given by Board in providing the services under this Agreement, as well as any losses, costs and attorneys fees incurred in responding to any such claims arising from or connected with the provision of services under this Agreement.

5. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the School:

Youngstown City School District
20 W. Wood St.
Youngstown, OH 44501

If to the Board:

Mahoning County Educational Service Center
100 DeBartolo Place, Suite 220
Youngstown, Ohio 44512

6. TERMINATION

This contract may be terminated by the School or by MCECSC, effective after the next succeeding thirtieth (30th) day of June, by either party giving the other party written notice thereof on or before the last day of February. In the event that either party defaults

in any material term or condition of this Agreement and such default shall continue for a period of 30 days after the giving of written notice thereof by the other party to the defaulting party, specifying the default, and in the further event the defaulting party does not substantially cure such default within such thirty day period, then, the party giving notice of the default shall have the right to immediately terminate this Agreement. Additionally, either party may terminate this Agreement immediately and without penalty if otherwise required by law.

7. NONDISCRIMINATION

School covenants that it will not discriminate against any individual on the basis of race, color, religion, sex, military status, national origin, disability, age, or any other reason prohibited by law.

8. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Mahoning County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

10. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.

11. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if either party is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement shall be amended pursuant to such mandate without the written consent of either party.

12. WAIVER OF BREACH

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

13. SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Board and the School shall survive the completion of services hereunder and the termination of this Agreement, including without limitation provisions on indemnity.

**The Public Schools
Youngstown, Ohio
Office of the Superintendent**

RESOLUTION NO. 127-13

**AGREEMENT BETWEEN
INNOVATION CREATION SPACE AND DISCOVERY LEARNING PROGRAM
AND KIRKMERE DISCOVERY PROGRAM**

WHEREAS, Youngstown City School District (hereinafter called “YCSD”) and the Applied Systems & Technology Transfer, LLC, a limited liability company (hereinafter referred to as “AST2”) have a vested interest in the academic achievement of students of Discovery; and

WHEREAS, the Applied Systems & Technology Transfer, LLC (AST2) has developed the Innovation Creation Space which consists of hardware technologies and equipment to create a learning environment; and

WHEREAS, AST2 has developed the Discovery Learning Program which consists of curriculum and learning modules enable by AST2’s STORM and TeamUp technologies for use in educational settings; and

WHEREAS, the YCSD desires to create and operate an Innovation Creation Space at its Discovery Program at Kirkmere and AST2 wishes to design, install and provide such services, on the terms and conditions hereinafter set forth; and

WHEREAS, the YCSD desires to license and implement the Discovery Learning Program and AST2 wishes to provide such license and services per attached agreement.

NOW, THEREFORE, BE IT RESOLVED, that the amount to cover all costs of entering into this contract with Applied Systems & Technology Transfer, LLC (RTC) for providing services to the Kirkmere Discovery Program of the Youngstown City School District is not to exceed \$48,000.00.

Fund: Title I \$48,000.00

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson
Nays: None

Motion carried.

6/25/13

PROFESSIONAL SERVICES AGREEMENT

INNOVATION CREATION SPACE AND DISCOVERY LEARNING PROGRAM

This Agreement (“Agreement”) is effective as of the ____ day of _____, 2013 between Applied Systems & Technology Transfer, LLC, a Utah limited liability company (hereinafter referred to as “AST2”) and the Youngstown City School District, an Ohio public school district (hereinafter referred to as “YCSD”).

RECITALS

- A. AST2 has developed the Innovation Creation Space which consists of hardware technologies and equipment to create a learning environment.
- B. AST2 has developed the Discovery Learning Program which consists of curriculum and learning modules enabled by AST2’s STORM and TeamUp technologies for use in educational settings.
- C. YCSD desires to create and operate an Innovation Creation Space at its Discovery Program at Kirkmere and AST2 wishes to design, install and provide such services, on the terms and conditions hereinafter set forth.
- D. YCSD desires to license and implement the Discovery Learning Program and AST2 wishes to provide such license and services, on the terms and conditions hereinafter set forth.

Now Therefore, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **License and Services.**

- a) *License.* AST2 hereby licenses to YCSD during the term of this Agreement as provided for in Section 6 (the “Term”) the non-exclusive and non-transferable right and license to access and use (i) the Discovery Learning Program as hereinafter described, (ii) the suite of hardware technologies and software applications described in Exhibit A, attached hereto, (iii) any and all resources, professional development and other content made available to YCSD through including but not limited to professional development materials, support and training; and (iv) the Innovation Creation Space and Discovery Learning Program trade and service marks (“Marks”) in accordance with the Trademark Usage Policy provided by AST2 to YCSD, subject to all terms and conditions provided for herein (collectively, the “License”).
- b) *Services.* AST2 will provide resources and services to YCSD to assist YCSD in implementing, operating and maintaining the Innovation Creation Space and Discovery Learning Program as detailed in Exhibit A, attached hereto. YCSD understands and agrees that Innovation Creation Space and Discovery Learning Program are not exclusive to YCSD.

2. **YCSD Obligations.**

- a) *Facility, Supplies and Materials Requirements.* YCSD will provide, at its own expense, all facilities, technology infrastructure, staffing, and other materials and resources necessary for the operation of the Innovation Creation Space and Discovery Learning Program except as otherwise described in Exhibit A.

- b) *Professional Development.* AST2 encourages teachers involved with the Innovation Creation Space and Discovery Learning Program to participate and/or utilize the professional development training, tools and resources offered by AST2.
- c) *YCSD Input.* YCSD will promptly notify AST2 should YCSD identify any problems or issues with the Innovation Creation Space and Discovery Learning Program including any issues, errors or malfunctions in the STORM software applications and/or hardware technology.
- d) *Cooperation.* The parties will cooperate to help assure the successful implementation and operation of the Innovation Creation Space and Discovery Learning Program.

3. **Compensation and Payment.**

- a) *Compensation.* Detailed in Exhibit A is Statement of Work and description of fees for Innovation Creation Space and Discovery Learning Program.
- b) *Payment.* YCSD will pay AST2 in accordance with the schedule set forth in Exhibit A. If scheduled payments or invoice amounts are not paid in full within thirty (30) days of their due date, AST2 reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law.

4. **Work Product; Ownership of Intellectual Property.**

- a) *Ownership of AST2 Materials.* All right, title and interest (including, without limit, copyrights, invention, trade secret, and trade and service mark rights) to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by AST2 or made accessible to YCSD in connection with the Innovation Creation Space and Discovery Learning Program including but not limited software applications and hardware technology are reserved to AST2, subject to the License granted to YCSD hereunder.
- b) *Content Created for YCSD.* Any content created by AST2 for use by YCSD specifically by this Agreement shall be and remain the property of YCSD. YCSD may use this material without restrictions including offering this material to other parties. Nothing in this Agreement, however, shall prevent AST2 from offering this material to other parties without restriction.
- c) *Content Created by YCSD.* With respect to the AST2's STORM hardware technology and software applications, YCSD will have a License to use such technology and access content created by YCSD stored in such technology. AST2 has no responsibility for content created by YCSD, use, authorship, copyright or YCSD's implementation.
- d) *Restricted Uses.* The License granted herein is granted solely to YCSD, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or YCSD. YCSD will ensure that all copyright and other notices and designations of AST2 are maintained, and are not removed. YCSD will not decompile, reverse engineer, disassemble or otherwise

attempt to derive source code from the STORM hardware technology and software applications.

5. **Confidentiality.**

- a) *Non-Use and Non-Disclosure; Duty of Care.* The YCSD hereby covenants and agrees that, except as expressly permitted by this Agreement, it will not at any time: (i) use Confidential Information (as defined below) of AST2 except as reasonably required to comply with the terms of this Agreement; or (ii) except as required by law, disclose Confidential Information of the other party to any third party, without the prior written authorization of AST2. Furthermore, the YCSD will at all times protect AST2's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature.
- b) *Definition of Confidential Information.* The term "Confidential Information" will include all information not generally known to the public, and not readily ascertainable by proper means by outsiders, constituting or comprising private employee information, private student information, or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. If YCSD becomes legally required to disclose Confidential Information, or any part thereof, then YCSD will give AST2 prompt notice of such requirement, cooperate with AST2 to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, AST2 will be entitled to an injunction restraining the YCSD from using or disclosing such Confidential Information in addition to any other remedy, at law or equity that may be available to the affected party. Unless specifically identified for use and distribution outside of the AST2 constituency, all Innovation Creation Space and Discovery Learning Program material and documentation are deemed to be the Confidential Information of AST2.
- c) *Privacy.* Each party will comply with privacy laws (including, without limit, the Federal Educational Rights and Privacy Act) applicable to it as to confidential student information YCSD provides or makes accessible to AST2.

6. **Term; Termination.**

- a) *Term.* The term of this Agreement will begin on the effective date and, unless terminated in accordance with Section 6(b) below, will be in effect commencing _____ of _____, 2013 and concludes ____ of _____, 2014. The term of this Agreement may be extended upon the written agreement of the parties.
- b) *Termination.* This Agreement will terminate prior to the expiration of its term as follows:
 - 1) At the non-breaching party's option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this

Agreement and fails to cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party; 2) Automatically and effective immediately, if either party makes an assignment of this Agreement for the benefit of its creditors, becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement or composition, or if any comparable involuntary proceeding is instituted against such party and is not dismissed within ninety (90) days of such institution; or 3) at AST2's option, effective immediately, if YCSD fails to pay any amount due under this Agreement within thirty (30) days of its due date.

- c) At either party's option, for its convenience and without cause, upon at least sixty (60) days' written notice ("Notice") to the other party. Upon receipt of a Notice from YCSD of such termination, AST2 will cease Innovation Creation Space and Discovery Learning Program services as directed by YCSD in the Notice, take actions necessary or as YCSD may reasonably direct for the preservation of YCSD's work and records, if any, in AST2's possession, and, except for the services directed to be delivered prior to the effective date of the termination stated in the Notice (which will not be less than 60 days from the date the Notice is mailed). AST2 will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any other costs and expenses (without regard to the limitations imposed by this Agreement).
- d) *Effect of Termination.* If this Agreement is terminated for any reason, including, without limit, due to the expiration of the Term, and if the YCSD and AST2 have not extended this Agreement or entered into another agreement concerning the offering of the Discovery Learning Program, the YCSD will: (i) promptly cease using the Discovery Learning Program, (ii) promptly cease to use any of the Marks; and (ii) no longer represent that it uses the Discovery Learning Program.
- e) *Survival of Obligations.* Upon termination of this Agreement for any reason, YCSD will promptly pay to AST2 all outstanding amounts due under this Agreement. The parties further agree to refrain from making public statements or otherwise announcing or publishing in a public forum statements or comments that disparage the other party. Such obligation to pay will survive termination of this Agreement along with all of the following provisions of this Agreement: 3 through 19.

7. **Limitations.**

- a) *Limitation of Liability.* In no event will AST2's liability to YCSD arising out of or related to this Agreement or the License or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed the compensation AST2 receives for the License or the Services provided under this Agreement.
- b) *Other Damages.* In no event will AST2 be liable to YCSD for any indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use

or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

- c) *Limited Warranty.* AST2 REPRESENTS AND WARRANTS THAT THE INVENTORcloud HARDWARE TECHNOLOGY AND SOFTWARE APPLICATIONS WILL CONTAIN FUNCTIONALITY SUBSTANTIALLY CONSISTENT WITH THAT DESCRIBED IN EXHIBIT A TO THIS AGREEMENT AND THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 7(C), AST2 DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSE OR THE SERVICES OR ANY GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.
- d) *Claims.* Any claims by YCSD arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, must be brought within one year of the termination of this Agreement or such claims will be forever barred.

8. **Notification of Claims.** In the event of a claim by a third party arising as a result of the License or the Services provided hereunder, each party or its legal representative will promptly notify the other party in writing of any such claim or lawsuit and forward all related documents to the other party.

9. **Governing Law; Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of Ohio, in Mahoning County, or, if it has or can acquire jurisdiction, in the United States District Court in 7th District and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

10. **Independent Contractor.**

The parties understand and acknowledge that AST2 is an independent contractor, and will not be deemed an employee, partner, or joint venture of YCSD with respect to the services performed hereunder for any purposes whatsoever. AST2 also understands that it is responsible, according to law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from YCSD hereunder.

11. **Regular Communications and Notices.**

- a) The representative for each party for all regular communications during the course of providing Services hereunder. Such representatives can be changed by a notice in writing provided to the other party at the addresses noted below.
- b) All notices of a legal or formal nature must be in writing and sent (a) in person, (b) by certified or registered mail, (c) by overnight delivery carrier for next day delivery, (d) by facsimile, or (e) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to AST2: Applied Systems & Technology Transfer, LLC
241 W. Federal Street, Suite 508
Youngstown, OH 44503
Attn: John A. Scott, President or Julie Michael Smith, Executive Vice President

If to the YCSD: Douglas Hiscox, Assistant Superintendent
Youngstown City School District
20 W. Wood Street
Youngstown, OH 44503

12. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of both YCSD and AST2 and their permitted successors and permitted assigns.

13. **Severability of Provisions.** If any part, term or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties will be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

14. **Waiver.** Any of the terms, conditions or provisions of this Agreement may be waived at any time and from time to time in writing by the party entitled to the benefit thereof without affecting any other term, condition or provision of this Agreement. No waiver will be effective unless it is in writing. The waiver by any party hereto of any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of any other term, condition or provision or of any subsequent breach of the same term, condition or provision. A party's failure to enforce its rights resulting from any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of breach.

15. **Entire Agreement.** This Agreement, the Exhibits attached hereto and the Trademark Use Policy constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to the subject matter hereof.

16. **Assignment.** This Agreement may not be assigned by YCSD without the written consent of AST2. AST2 may assign this Agreement to an organization affiliated with AST2.

17. **Amendment.** This Agreement may be amended or modified only in a writing signed by both AST2 and YCSD; provided, however, that AST2 may, from time to time, without the written consent of YCSD, amend the terms of Exhibit A as AST2 deems appropriate to improve the Discovery Learning Program, hardware technology and software applications and the Trademark Usage Policy. AST2 will notify YCSD of any such amendments. If YCSD does not object in writing to the amendments within 30 days from the date of the notification, the YCSD will be deemed to have accepted the amendments. If YCSD timely objects to one or more amendments and such objections are not resolved to YCSD's satisfaction, YCSD may terminate this Agreement pursuant to Section 6.

18. **Recitals.** The recitals to this Agreement are hereby incorporated into and considered a part of the terms and conditions of this Agreement.

19. **Negotiated Agreement.** As this Agreement has been negotiated by the parties, any ambiguities in this Agreement will not be construed against either party.

In Witness Whereof, the parties have caused this Agreement to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above.

APPLIED SYSTEMS & TECHNOLOGY
TRANSFER, LLC

YOUNGSTOWN CITY SCHOOL DISTRICT

By: _____

By: _____

Printed: _____

Printed: _____

DEPARTMENT OF BUSINESS AFFAIRS

**The Public Schools
Youngstown, Ohio
Office of the Superintendent**

RESOLUTION NO. 128-13

AWARD OF CONTRACT FOR WASTE DISPOSAL SERVICES

WHEREAS, the Youngstown City School District placed legal advertisements requesting bids from waste disposal contractors; and

WHEREAS, the service under this contract is necessary for the normal operations of the District; and

WHEREAS, the following companies responded to the District's bid request, which were received and tabulated in accordance with the Youngstown City School District policies:

Waste Management (Canton, OH)	\$54,528.06 / yr.
Republic Services	\$63,645.00 / yr.
Ohio Valley Waste	\$76,316.25 / yr.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Youngstown City School District approves the award of the above named contract, in the amount of \$54,528.06 per year, which is to be funded from the Food Service monies (Fund 006) to Waste Management for a three-year period, beginning July 1, 2013.

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

6/25/13

DEPARTMENT OF HUMAN RESOURCES

**The Public Schools
Youngstown, Ohio
Office of the Superintendent**

RESOLUTION NO. 129-13

**CERTIFICATED PERSONNEL
APPOINTMENTS**

RESOLVED, based upon the recommendation of the Assistant Superintendent of Human Resources, the following appointments are being accepted for the 2012-13 school year:

APPOINTMENTS

Supplemental – High School 9-12 Summer School Fund 572 - Chaney Campus - \$15.50 for non-YEA Members, not to exceed 20 hours per week - Effective June 10, 2013 through July 3, 2013:

Substitutes

Barbara Curd
Dorothy Moore
Randall Perkins

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

6/25/13

**The Public Schools
Youngstown, Ohio
Office of the Superintendent**

RESOLUTION NO. 130-13

**CERTIFICATED PERSONNEL
RESIGNATION AND RETIREMENTS**

RESOLVED, based upon the recommendation of the Assistant Superintendent of Human Resources, the following resignation and retirements are being accepted for the 2012-13 school year:

RESIGNATION

Teacher

Ramona G. Gilliland	Other Employment	Eff. 07/01/13
---------------------	------------------	---------------

RETIREMENTS

Teacher on Special Assignment

Kathleen M. Vertanen	Retirement	Eff. 07/01/13
----------------------	------------	---------------

Teacher

James R. Cassidy	Retirement	Eff. 07/01/13
------------------	------------	---------------

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

6/25/13

**The Public Schools
Youngstown, Ohio
Office of the Superintendent**

RESOLUTION NO. 131-13

**CLASSIFIED PERSONNEL
APPOINTMENTS**

RESOLVED, based upon the recommendation of the Assistant Superintendent of Human Resources, the following appointments are being accepted for the 2013-14 school year:

APPOINTMENTS

4-Hour Bus Drivers - (Fund -001) \$13.96 per hour; not to exceed 25 hours per week:
Effective date: 8/19/13, date of in-service:

Christin Anderson
Bonita Brown
Laverne Dennis
Tiffany Dothard

Larry Finney
Nichole Hewlett
Brian Hobard
Michelle Kennedy

Daniel Kountz
Reginald Smith
Jason Young

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

6/25/13

**The Public Schools
Youngstown, Ohio
Office of the Superintendent**

RESOLUTION NO. 132-13

**CLASSIFIED PERSONNEL
APPOINTMENT, RESIGNATION AND LEAVE OF ABSENCE**

RESOLVED, based upon the recommendation of the Assistant Superintendent of Human Resources, the following appointment, resignation and leave of absence is being accepted for the 2012-13 school year:

APPOINTMENT

Success By 6 Kindergarten Preparation - Summer School - Educational Assistant (Fund 019-991- D) **Williamson Elementary** - \$7.85 per hour; not to exceed 25 hours per week: June 10, 2013 through July 3, 2013, Monday through Friday, 8:00a.m. to 12:00p.m; effective start date: June 11, 2013:

Patricia Martin

For the Record:

Summer School Secretary (Fund-572-913A) - Chaney Campus - \$11.07 per hour; not to exceed 25 hours per week, June 17, 2013 through July 3, 2013, Monday through Thursday, 8:45 a.m. to 1:15 p.m.

Thelma Brown

RESIGNATION

Supplemental – Summer School-Educational Assistant

Abdul Harris

Personal Reasons

Eff. 06/11/13

LEAVE OF ABSENCE

Educational Support Assistant

Margaret Chrystal

Personal Illness

4/23/13 – 6/10/13

Ms. Haire-Ellis moved, seconded by Mr. Murphy that the foregoing resolution be adopted.

Ayes: Beachum, Haire-Ellis, Hanni, Kimble, Mahone, Murphy, Atkinson

Nays: None

Motion carried.

6/25/13

ADJOURNMENT

There being no further business requiring board action at this time, Ms. Haire-Ellis moved that the meeting adjourn. Mr. Murphy seconded the motion, and upon voice vote all board members voted yes. Mr. Atkinson announced the meeting adjourned at 6:17 p.m.

President

Treasurer