

**ADA EXEMPTED VILLAGE SCHOOLS
BOARD OF EDUCATION MEETING
September 15, 2021 @ 6:00 p.m.
725 West North Avenue
Ada, Ohio 45810**

The Ada Board of Education held their regular September Board Meeting Wednesday, September 15, 2021 in the Board of Education office located at 725 West North Avenue, Ada, Ohio 45810.

At 6:00 p.m. President, Mr. Gossman called the meeting to order.

Upon call of the roll: Mr. Dearth, present; Mr. Fleming, present; Mr. Erickson, present; Dr. Mullins, present; Mr. Gossman, present

1-9-21

APPROVED THE MINUTES OF THE AUGUST BOARD OF EDUCATION MEETING HELD ON AUGUST 18, 2021.

Mr. Erickson moved, seconded by Mr. Fleming that the Board approve the minutes of the August Board of Education meeting held on August 18, 2021.

**Upon call of the roll: Mr. Erickson, yea; Mr. Fleming, yea; Mr. Dearth, yea; Dr. Mullins, yea; Mr. Gossman, yea.
Motion carried.**

2-9-21

HEARING OF THE PUBLIC/VISITORS/COMMENDATIONS: Question about boys and girls soccer teams riding the same bus.

SPECIAL REPORTS

Mrs. Vanbuskirk: Director of Teaching and Learning

- Great start to the year
- Congratulations to band and show choir for performing at the Fair
- Working with ONU for after school program
- Professional Development day on Monday – FOCUS 3 Culture training and Compliance training

Mr. Lee: Middle School/High School Principal

- Great to see all the exhibits at the Fair – Congratulations to all the kids – Thank you to Kori Lochard
- Big Brothers & Big Sisters program at school – older students matched with younger students
- Thank you to Jen Lambden at ONU for coordinating ACE day – community service

Mr. Thaxton: Elementary Principal

- New Year – Great start
- Benchmark tests going on now
- FOCUS 3 – Elementary K-5 life skills, build culture in classrooms – Thank you to Mrs. Breidenbach
- Thank you to Aftan Dewese – busy start to the year
- Tech devices deployed

TREASURER'S REPORT

The Board approved the Treasurer's Report which consisted of:

- A. Balance of Funds
- B. Monthly Check Register
- C. Investment Schedule
- D. Monthly Bank Reconciliation
- E. 2021-2022 Federal Grant Personnel for Payroll, as attached

- F. Disposal of Assets in accordance with Board Policies 7300 and 7310
- G. 2021-2022 Permanent Appropriations and Spending Plan

Dr. Mullins moved, seconded by Mr. Fleming that the Board approve the Treasurer’s Report, Items A through G, as distributed and presented.

Upon call of the roll: Dr. Mullins, yea; Mr. Fleming, yea; Mr. Dearth, yea; Mr. Erickson, yea; Mr. Gossman, yea.
Motion carried.

3-9-21

OLD BUSINESS - None

NEW BUSINESS

A. MEMORANDUM OF UNDERSTANDING BETWEEN THE ADA EXEMPTED VILLAGE SCHOOL BOARD OF EDUCATION AND THE ADA EDUCATION ASSOCIATION TO AMEND ARTICLE 11 IN THE AEA NEGOTIATED AGREEMENT, AS IT PERTAINS TO TEACHER EVALUATIONS.

This Memorandum of Understanding is entered into by and between the Ada Exempted Village School District Board of Education (“Board”) and the Ada Education Association (“Association”) and is for the express purpose of modifying the terms and conditions of the Negotiated Agreement between the Board and the Association, effective July 1, 2019 through June 30, 2022 (“Negotiated Agreement”), to amend Article 11, as it pertains to teacher evaluations.

WHEREAS, pursuant to S.B. 216, the Board, in consultation with its teachers, must update its standards-based teacher evaluation policy to conform with the framework for evaluation of teachers adopted under R.C. 3319.112

NOW, THEREFORE, the parties hereby agree as follows:

Section 1: Article 11 of the Negotiated Agreement shall be amended as follows, effective upon the start of the 2021-2022 school year:

* * *

**ARTICLE 11 – TEACHER EVALUATION/NON-RENEWAL/
SUPPLEMENTAL CONTRACTS**

Evaluations will be according to Ohio law and Ohio Department of Education models.

- A. The provisions below shall apply unless statutory changes modify the terms and conditions. In such circumstances, the Board and Association shall convene an evaluation committee to discuss the statutory changes.
- B. The only teacher evaluation information provided to ODE through **OhioES** eTPES shall be in accordance with Ohio Revised Code 3319.111(G) and 3319.113.
- C. The OTES/OSCES Evaluation Forms will be the only forms used in the formal evaluation process.
- D. Right to Evaluate

1. Administration reserves the right to place an MBU on the evaluation cycle at any time. This provision will not be used in an arbitrary or capricious manner.
 2. MBUs placed on the evaluation cycle during deferred years of evaluation will be provided written notification, including the reason(s) the MBU teacher is being evaluated.
- E. Only building administrators who have received OTES credentials may perform teacher evaluations.
- F. The evaluation process and adherence to the requirements of Ohio Law shall be binding on both parties and shall be subject to Article 5, Grievance Procedure.

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 periodic classroom walkthroughs each school year, **unless the teacher is exempted from evaluation in accordance with this Article.**
- 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 ~~unless the Superintendent waives the third observation.~~

A teacher who has been granted a limited or continuing contract by the Board and who receives a rating of “Accomplished” on his/her most recent evaluation may be evaluated **once** every three (3) **school** years, **so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan** ~~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) **school** years, the teacher will nevertheless be provided with at least one (1) **announced** observation **of at least 30 minutes** and post conference in any year that such teacher is not formally evaluated. **The conference shall include a discussion of progress on the teacher’s professional growth plan.**

The Board may evaluate each teacher who received a rating of Skilled on the teacher’s most recent evaluation once every two (2) **school** years, so long as **the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan** ~~the teacher’s student academic growth measure, for the most recent school year for which data is available, is average or higher.~~ **If the determination is made to evaluate every two (2) school years, the teacher will nevertheless be provided with at least one (1) announced observation of at least 30 minutes and post conference in any year that such teacher is not formally evaluated. The conference shall include a discussion of progress on the teacher’s professional growth plan.**

The Board may also elect not to conduct an evaluation of a teacher who meets any of the following criteria:

- (1) **The teacher was on leave from the District for fifty-percent (50%) or more of the school year, as calculated by the Board.**

- (2) **The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.**
- (3) **The teacher is participating in a teacher residency program established under R.C. 3319.223 for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education for resident educators.**

Teachers up for contract will be evaluated, regardless of rating.

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.

Formal Observation Procedure

- A. All formal observations 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.
- B. A post-observation conference shall be held after each formal observation. **During the first post-observation conference, between one and two focus areas will be identified for the teacher's growth, which shall be the focus(es) of the second 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

The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Feedback from walkthroughs shall be provided electronically **on a District-developed form**. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the walkthrough. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

High Quality Student Data

As part of an evaluation, at least two (2) measures of high quality student data will be used to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the level or subject area taught by the teacher, high quality student data shall include the value-added progress dimension established under R.C. 3302.021, but the teacher or evaluator shall use at least one (1) other measure of high quality student data to demonstrate student learning.

In accordance with guidance issued by the Ohio Department of Education, high quality student data may be used as evidence in any component of the evaluation related to the following:

- (A) Knowledge of the students to whom the teacher provides instruction;**
- (B) The teacher's use of differentiated instructional practices based on the needs or abilities of individual students;**
- (C) Assessment of student learning;**
- (D) The teacher's use of assessment data;**
- (E) Professional responsibility and growth.**

Shared attribution of student performance data among all teachers in the District, or by building, grade, content area, or other group, is prohibited. The use of student learning objectives is prohibited.

Neither high quality student data nor any other student academic growth measures shall be used to measure student learning attributable to a teacher for the 2021-2022 school year.

Professional Growth Plans and Professional Improvement Plans

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

- A. Teachers whose summative evaluation rating is "Accomplished" will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing components set forth in the "Teacher Evaluation Form."
- B. Teachers whose summative performance rating is "Skilled" ~~with "Average," "Above Average," or "Most Effective" student growth and a "3" or "4" performance rating~~ 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 summative performance rating is “Skilled” or “Developing” ~~who have either a “Below Average” or “Approaching Average” student growth measure or a “1” or “2” performance rating~~ may be required to develop a **professional growth plan collaboratively with his/her credentialed evaluator, or** an improvement plan at the discretion of the evaluator.
- D. Teachers whose summative performance rating is “Ineffective” or who are rated ineffective on the overall performance rating will be required to develop an improvement plan.
- E. At any point in the evaluation cycle or at the conclusion of the evaluation cycle, an evaluator may place a teacher on an improvement plan for an “Ineffective” rating in a given category of the Ohio Teacher Evaluation Rubric. The teacher can be removed from that improvement **plan** at any point in the evaluation cycle or at the conclusion of the evaluation cycle based on improvements made in the target area at the discretion of the evaluator.
- F. **A teacher on an improvement plan must complete a self-assessment using the form developed by the Ohio Department of Education. Teachers on professional growth plans are encouraged, but not required to complete a self-assessment.**
- G. **All professional growth plans shall align to any District or building improvement plan required for the District or building under the “Elementary and Secondary Education Act of 1965,” as amended by the “Every Student Succeeds Act of 2015.”**
- H. **A professional growth plan shall include at least two (2) goals for the teacher. For teachers being formally evaluated, professional growth plans shall be established at the teacher’s first post observation conference. For teachers who are not being formally evaluated, professional growth plans will be developed by October 1.**

Removal of Poorly Performing Teachers

Evaluation results may be used for retention and promotion decisions and for the 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 **this Agreement** ~~the relevant provisions of the collective bargaining agreement in effect between the Board and the Ada Education Association.~~

Evaluators and Response to Evaluation

- A. Evaluators shall not be bargaining unit members.
- B. The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee’s personnel file. A copy, signed by both parties, shall be retained by the employee.
- C. An employee shall be entitled to Union representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action, but a Union representative can be present at any time during the process.

- D. In the event a teacher is eligible for continuing contract, a violation of either procedural or substantive due process shall automatically require re-employment of the employee under a one-year limited contract. The employee shall then either be re-employed under a continuing contract or non-renewed at the conclusion of the limited contract. Any non-renewal will require adherence to the terms and conditions set forth herein. Nothing in this provision shall prevent the Board from granting a continuing contract.

Continuing Contracts

Employees who are eligible for continuing contract at the conclusion of their limited contract shall notify their evaluator on or before January 15.

Employees

- A. Training shall be presented in a professional development session to the employees no later than September 15th or in the case of a new employee or an employee returning from a leave no later than thirty (30) days after initial employment or return from the leave.

Supplemental Contracts

All supplemental contracts shall have a specific ending date and shall, unless reissued by the Board of Education prior to that date, automatically come to an end on the ending date specified without Board action to non-renew any such supplemental contract and without notice of such non-renewal being provided to the holder of the supplemental contract. Supplemental contracts are not subject to the evaluation provisions of this Article.

* * *

Section 2: The terms and conditions of this MOU shall supersede any conflicting or inconsistent provisions of the Negotiated Agreement.

Section 3: In all other respects, the terms of the Negotiated Agreement not expressly changed herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15th day of September, 2021, at Ada, Ohio.

Mr. Dearth moved, seconded by Mr. Erickson that the Board approve the New Business Item A, as set forth above.

Upon call of the roll: Mr. Dearth, yea; Mr. Erickson, yea; Dr. Mullins, yea; Mr. Gossman, yea; Mr. Fleming, yea.
Motion carried.

4-9-21

SUPERINTENDENT'S RECOMMENDATIONS

A. APPROVED VOLUNTEER DRIVERS FOR THE 2021-2022 SCHOOL YEAR

The Board approved the following individuals as Volunteer Drivers for the 2021-2022 school year.

Volunteer Driver forms have been completed and are on file.

James Beckwith, Amber Beckwith, Lynn Vermillion, Tracie Amburgey, Robin Vanbuskirk, Jacob Austrino, Eric Perkins, Kori Lochard, Tyler Craig, Kelly Wells, Gary Wells, Amy Stover and

Marlon Gossard

B. APPROVED CERTIFIED SUBSTITUTES FOR THE 2021-2022 SCHOOL YEAR

The Board approved the following individuals as **substitutes** for the 2021-2022 school year on an “as needed” basis at the board approved rates:

- Nicole Preston, Ada, Ohio** – Teacher substitute
- Briana Budwit, Ada, Ohio** – Teacher substitute

C. APPROVED SUBSTITUTE PAY FOR THE 2021-2022 SCHOOL YEAR

The Board approved the following substitute rate for the 2021-2022 school year, effective September 12, 2021 as follows:

Bus Driver Regular Route \$18.80/Town Route \$9.40

D. APPROVED SUPPLEMENTAL CONTRACTS FOR THE 2021-2022 SCHOOL YEAR

The Board approved the following individuals for **supplemental contracts** for the 2021-2022 school year, subject to their holding or securing valid sports medicine and CPR certification issued by the State Department of Education, Division of Certification, if needed. Supplemental contracts to be issued as per the date of this board meeting and to be signed and returned within ten (10) calendar days or the supplemental contract will become null and void.

Individual	Supplemental	%/Step	Amount
Alayne Schrock	Junior High Science Fair Coord.	2%/Step 3	\$ 855.00
Brittany Lee	Entry Year Program Mentor	5%/Step 2	\$2,058.00
Marissa Barton	Assistant Swim Coach	5%/Step 1	\$1,979.00
Jeff Bassitt	Head Softball Coach	11%/Step 1	\$4,354.00
Ann Bassitt	Asst. Softball Coach	6%/Step 1	\$2,375.00
Sean Anderson	Site Mgr. JH Boys Basketball		\$ 480.00
Sean Anderson	Site Mgr. JH Girls Basketball		\$ 480.00
Sean Anderson	Site Mgr. HS Boys Basketball		\$ 800.00

E. APPROVED THE REVISION OF THE FOLLOWING CERTIFIED CONTRACT APPROVED AT THE JUNE 24, 2021 BOARD MEETING FOR THE 2021-2022 SCHOOL YEAR

The Board approved the revision of the following certified contract approved at the June 24, 2021 meeting.

Emily Courtney	1 Yr. – 7/1/2022	Step 9	\$63,326.00
5 th grade teacher	M		

F. APPROVED THE PAYMENT OF A STIPEND FOR PROFESSIONAL DEVELOPMENT IN THE AREA OF PHONICS/PHONEMIC AWARENESS INSTRUCTION.

The Board approved the payment of a \$100.00 stipend to the following teacher:

Meghan Kosier

G. APPROVED TEACHERS FOR THE AFTER SCHOOL PROGRAM FOR THE FIRST SEMESTER OF THE 2021-2022 SCHOOL YEAR.

The Board approved the following teachers for the after school program for the first semester of the 2021-2022 school year. Stipend payment per teacher is \$30 per hour for 2 hours a day for a total of 8 hours per week. Stipends funded through ESSER.

Camille Hesse, David Ames, Rachel Temple, Alayne Schrock, Julie Burris, Sherri Burnett, Kristie Winkeljohn, Barth Montel and Cindy Boehm

Mr. Erickson moved, seconded by Mr. Fleming that the Board approve the Superintendent's Recommendations Items A through G, as presented.

Upon call of the roll: Mr. Erickson, yea; Mr. Fleming, yea; Mr. Dearth, yea; Dr. Mullins, yea; Mr. Gossman, yea.
Motion carried.

5-9-21

SUPERINTENDENT'S COMMENTS – Safety Plan Discussion – Implement Tier Plan – Masking on the bus

SPECIAL MEETING DATE: October 5, 2021 at 5:00 p.m.
NEXT REGULAR MEETING DATE: October 21, 2021 6:00 p.m.

EXECUTIVE SESSION

At 6:42 p.m. Mr. Erickson moved, seconded by Mr. Fleming that the Board move into a confidential executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual, unless the public employee, official, licensee, or regulated individual requests a public hearing.

Upon call of the roll: Mr. Erickson, yea; Mr. Fleming, yea; Mr. Dearth, yea; Dr. Mullins, yea; Mr. Gossman, yea.
Motion carried.
No Action Taken

6-9-21

The Board reconvened at 8:13 p.m.

At 8:30 p.m. Mr. Erickson moved, seconded by Dr. Mullins that the Board meeting be adjourned.

Upon call of the roll: Mr. Erickson, yea; Dr. Mullins, yea; Mr. Gossman, yea; Mr. Dearth, yea; Mr. Fleming, yea.
Motion carried.

7-9-21

President: _____ Treasurer: _____