

## Auburn Vocational School District BOARD OF EDUCATION

### Minutes of April 2, 2019

The April 2, 2019 regular meeting of the Auburn Vocational School District was called to order by Mr. Walter at 6:30 p.m.

Upon roll call, the following members were present:

Mrs. Brush	Mrs. Javins	Mr. Miller	Mr. Walter
Mr. Cahill	Mr. Kent	Mr. Sedivy	Mrs. Wheeler
Dr. Culotta	Mr. Klima	Mr. Stefanko	

Administrators: Brian Bontempo, Sherry Williamson, Jeff Slavkovsky and Dee Stark

#### **049-19 Approve Agenda and Addendum**

A motion was made by Mr. Klima and seconded by Mr. Kent to approve the April 2, 2019 agenda and addendum.

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None

Mr. Walter declared the motion passed

#### **050-19 Approve Minutes Last Meeting**

A motion was made by Mr. Kent and seconded by Mrs. Wheeler to approve the minutes of the March 5, 2019 Regular Board meeting.

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None

Mr. Walter declared the motion passed

**Public Participation – None**

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## **Administrative Report**

- a) Auburn Completion Ceremony – May 22, 2019 at 12:00 pm (noon)
  - i. Lakeland Community College, Kirtland Ohio

## **Facilities Committee Report**

### **051-19 IT Network Infrastructure Project**

A motion was made by Mr. Kent and seconded by Mr. Sedivy to approve the IT Network Infrastructure Project with TTX Teletronics in the amount of \$246,634. Expected E-rate reimbursement in the amount \$87,518 Auburn total obligation \$159,116. (Attachment #7A)

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None  
Mr. Walter declared the motion passed

### **052-19 Lighting Project Interior/Exterior**

A motion was made by Mr. Sedivy and seconded by Mrs. Wheeler to approve the lighting project to replace the interior/exterior lighting to LED estimate cost is \$140,000. Anticipated electric savings of \$25,000 to \$30,000 annually and First Energy rebate estimated between \$13,000 and \$14,000 to offset the cost.

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None  
Mr. Walter declared the motion passed

## **Render Financial Reports**

ORC 3313.29-The treasurer shall render a statement to the board and to the superintendent of the school district, monthly, or more often if required, showing the revenues and receipts from whatever sources derived, the various appropriations made by the board, the expenditures and disbursements therefrom, the purposes thereof, the balances remaining in each appropriation, and the assets and liabilities of the school district. The financial statements for the period ending February 28, 2019 are hereby rendered and include: Financial Summary, Appropriations Report, Monthly Comparison Report, Check Register, and Bank Reconciliation Report. (See Attachment Item #8)

**No Action Required.**

**053-19 Approve Sheakley Worker's Compensation Group Rating Program**

A motion was made by Mrs. Javins and seconded by Mr. Klima to approve Sheakley Worker's Compensation group rating program for the January 1, 2020 to December 31, 2020 rate year. (Attachment Item #9)

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None  
Mr. Walter declared the motion passed

**054-19 Donations**

A motion was made by Mr. Klima and seconded by Mrs. Brush to approve the following donations:

Monetary donation of \$2,500.00 from the Swagelok Company of Solon, Ohio. Swagelok contribution is to support Auburn Career Center's RoboBot competition.

Donation of miscellaneous materials and food for the Drug Free Club of America students. This donation was from Michelle Rodewald of Leroy, Ohio.

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None  
Mr. Walter declared the motion passed

**055-18 Approve Fiscal Support Service to Lake ESC**

A motion was made by Mr. Sedivy and seconded by Mrs. Javins to permit Victoria DePasquale to enter into a separate employment contract with the Lake County Educational Service Center Governing Board ("Lake ESC") to provide fiscal support services for the Lake ESC for a period of time between April 1, 2019 and June 30, 2019, up to 195 hours for compensation as determined between Mrs. DePasquale and the Lake County ESC with no payments being made to the Board or by the Geauga County Educational Service Center Governing Board.

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None  
Mr. Walter declared the motion passed

**056-19 Approve Human Resources**

A motion was made by Mrs. Javins and seconded by Mrs. Brush to approve employment of the following Personnel items: Amendments, New Employees, Renewals, Supplementals, Substitutes, Separations and Student Intern positions. (Attachment Item #14)

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None  
Mr. Walter declared the motion passed

**057-19 Approve Nonrenewal Employee Contract**

A motion was made by Mrs. Brush and seconded by Mr. Sedivy to approve to non-renew Mrs. Margaret Rus, Payroll, effective June 30, 2019.

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None  
Mr. Walter declared the motion passed

**058-19 Approve Resolution to Abolish Non-Teaching Positions**

A motion was made by Mr. Miller and seconded by Mrs. Javins to approve the resolution to abolish a non-teaching position:

**WHEREAS**, the Auburn Joint Vocational School District Board of Education ("Board") adopted Board Policy 4131 ("Reduction in Staff") pursuant to R.C. 3319.172 ("Reasonable Reductions in Nonteaching Employees").

**WHEREAS**, Board Policy 4131, R.C. 3319.172, and Article XIV of the Master Agreement between the Board and the Career and Technical Association ("Master Agreement") permit the Board to proceed in achieving a reduction in Career and Technical Association ("CATA") nonteaching staff by abolishing CATA R.C. 3319.081 nonteaching positions in accordance with the recommendation of Superintendent Brian Bontempo ("Superintendent").

**WHEREAS**, Board Policy 4131, R.C. 3319.172, and Article XIV of the Master Agreement permit the Board to proceed in achieving a reduction in the CATA nonteaching staff by abolishing CATA R.C. 3319.081 nonteaching positions due to financial reasons affecting the Auburn Joint Vocational School District.

**WHEREAS**, pursuant to Board Policy 4131, R.C. 3319.172, and Article XIV of the Master Agreement, the Superintendent has recommended and is recommending that the Board achieve a reduction in the CATA nonteaching staff at this April 2, 2019 regularly-scheduled Board meeting by **abolishing the following CATA R.C. 3319.081 nonteaching positions**, effective **June 30, 2019**, due to financial reasons affecting the Auburn Joint Vocational School District: Second Evening Maintenance Technician position – **VACANT**.

**NOW THEREFORE BE IT RESOLVED**, that pursuant to Board Policy 4131, R.C. 3319.172, and Article XIV of the Master Agreement, the Board (1) hereby accepts the Superintendent's abolishment recommendations and (2) hereby **abolishes the following CATA R.C. 3319.081 nonteaching positions**, effective **June 30, 2019**, due to financial reasons affecting the Auburn Joint Vocational School District: Second Evening Maintenance Technician position – **VACANT**.

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None

Mr. Walter declared the motion passed

**059-19 Approve the Creation of Administrative Positions**

A motion was made by Mrs. Wheeler and seconded by Mr. Sedivy to approve the creation of the following administrative positions:

- A. Executive Director of Career Technical Education
- B. Director of Curriculum & Instruction
- C. Director of High School
- D. Director of Adult Education & Business Partnerships

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None

Mr. Walter declared the motion passed

**060-19 Approve Job Descriptions of Administrative Positions**

A motion was made by Mrs. Wheeler and seconded by Mrs. Javins to approve the job descriptions of the following administrative positions: (Attachment #16)

- A. Executive Director of Career Technical Education
- B. Director of Curriculum & Instruction
- C. Director of High School
- D. Director of Adult Education & Business Partnerships

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None

Mr. Walter declared the motion passed

**061-19 Approve 2019-2020 Adult Workforce Student Calendar**

A motion was made by Mr. Kent and seconded by Mrs. Javins to approve the 2019-2020 Adult Workforce Student Calendar. (Attachment Item #17)

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None

Mr. Walter declared the motion passed

**062-19 Approve Adult Workforce Tuition Amounts for 2019-2020 School Year**

A motion was made by Mrs. Wheeler and seconded by Mr. Kent to approve the adult workforce full time program tuition amounts for the 2019-2020 school year. (Attachment Item #18)

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None

Mr. Walter declared the motion passed

**063-19 Consent Agenda: Contracts/Affiliation Agreements**

A motion was made by Mrs. Javins and seconded by Mr. Klima to approve the following contracts and affiliation agreements:

*a. Business Partnership Affiliation Agreements (Attachment Item #19A)*

A.K. Electric      The Lincoln Electric Company      Finelli Iron Works

Roll Call:      **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None  
Mr. Walter declared the motion passed

**064-19      Consent Agenda: Contracts/Affiliation Agreements (Continued)**

A motion was made by Dr. Culotta and seconded by Mr. Kent to approve the following contracts and affiliation agreements:

*b. Teaching Professions Pathway Affiliation Agreement (Attachment Item #19B)*

iSTEM

Roll Call:      **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None  
Mr. Walter declared the motion passed

**065-19      Consent Agenda: Contracts/Affiliation Agreements (Continued)**

A motion was made by Mrs. Wheeler and seconded by Mr. Sedivy to approve the following contracts and affiliation agreements:

*c. Lease Agreement with Viviani Family Limited Partnership*

Lease agreement between Viviani Family Limited Partnership and Auburn Vocational School District for the premises situated in the City of Painesville. An Office Unit comprised of approximately 1981 square feet, located in a multi-tenant building, which hosts our Aspire program. (Attachment Item #19C)

Roll Call:      **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, and Mrs. Wheeler

**Nays:** None  
**Abstain:** Mr. Cahill and Mr. Walter  
Mr. Walter declared the motion passed

**Policies Modifications: First Reading**

I recommend that the Board of Education make the following policy modifications to the Auburn Vocational Board of Education Policy Manual. Original policy can be reviewed by visiting the Board Policy website at [www.neola.com/auburnjvs-oh](http://www.neola.com/auburnjvs-oh) and clicking on the policy number. (Attachment Item#20)

<b>Section</b>	<b>Title</b>	<b>Revised/New Policy/Delete</b>
Bylaws 0100	Definitions	Revised
Finances 6320	Purchasing and Bidding	Revised
Finances 6325	Procurement – Federal Grants/Funds	Revised
Finances 6605	Crowdfunding	Revised
Operations 8400	School Safety	Revised
Operations 8500	Food Services	Revised
Property 7540	Technology	Revised
Property 7540.02	Web Accessibility, Content, Apps, and Services	Revised
Property 7540.04	Staff Technology Acceptable Use and Safety	Revised
Property 7544	Use of Social Media	New Policy
Students 5113.02	School Choice Options	Revised
Students 5610	Removal, Suspension, Expulsion & Permanent Exclusion of Students	Revised
Students 5610.03	Emergency Removal of Students	Revised

**NO ACTION REQUIRED.**

**066-19 Approve Board Resolution Appointing Board Designee for Student Discipline Suspension and Expulsion Appeals**

A motion was made by Mrs. Javins and seconded by Mrs. Wheeler to appoint the law firm of McGown & Markling Co., L.P.A. to serve as the Board’s designee for all student discipline, suspension, and expulsion appeals as authorized under applicable state and federal laws, as well as applicable board policies and administrative guidelines.

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None  
Mr. Walter declared the motion passed





067-19 Executive Session

A motion was made by Mr. Miller and seconded by Mr. Kent to enter into executive session at 6:55 p.m. for the following purpose:

- A. **Pursuant to Ohio Revised Code Section 121.22 (G)(2), I hereby recommend that the Board make a motion to adjourn to executive session to consider the purchase of property or the sale of property, if premature disclosure of information would give an unfair competitive bargaining advantage to a person whose private interest is adverse to the general public interest.**

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None  
Mr. Walter declared the motion passed

**Return to public session at 7:10 p.m.**

068-19 Adjourn

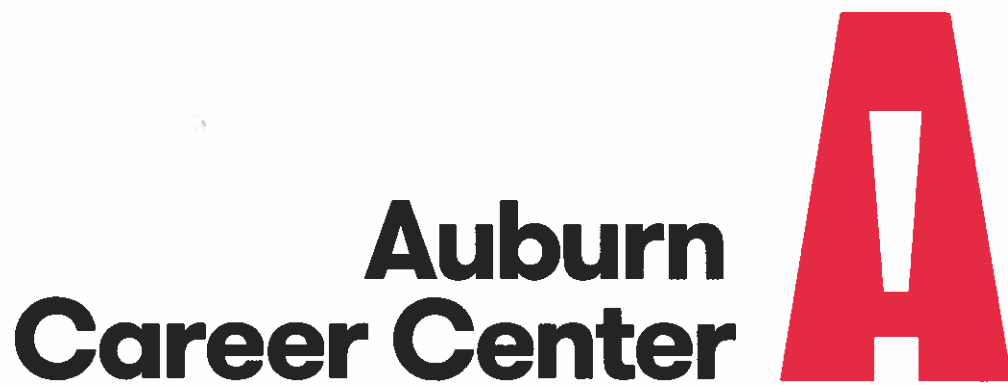
A motion was made by Mr. Miller and seconded by Mrs. Brush to adjourn the meeting at 7:10 p.m.

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and Mrs. Wheeler

**Nays:** None  
Mr. Walter declared the motion passed

Treasurer

Board President



*Attachment Item #7A*

*Facilities*

*IT Network Infrastructure*

*Project*



### **Our Mission**

At TTx our goal is to become the most trusted partner in the information technology industry. Our philosophy is focused on tried and true processes and partnerships with “first in class” manufacturers and vendors.

### **TTx At A Glance**

- Founded in 1980
- Located in Strongsville, Ohio
- 35 Employees
- Strongsville Network Operations Center
- Full Suite of Managed IT Services
- 24x7 Help Desk, Live Help Desk Monday – Friday
- Project Management and Implementation for Network, Systems, and VoIP
- Ohio’s Largest Ruckus E-Rate Partner in 2018
- Partnerships with Ruckus, Dell, Datto and Mitel

### **TTX E-Rate References 2018**

#### **\*Austintown Local School District**

Tom Ventresco  
Technology Director  
700 South Raccoon Road  
Austintown, OH 44515  
330.716.1382  
tventresco@austintownschools.org

Complete Switching Refresh Including Core  
Complete Wireless Refresh – 280 AP’s and Virtual Controller

#### **\*Arlington Local Schools**

Clint Dillon  
IT Director  
336 South Main Street  
Arlington, OH 45814  
419.365.5121  
dillonc@arlingtonlocal.org

Complete Switching Refresh Including Core  
Complete Wireless Refresh – 45 AP’s and Physical Controller

**\*Bellefontaine Local Schools**

Mark Stakey  
IT Director  
820 Ludlow Road  
Bellefontaine, OH 43311  
937. 593.9060  
stakey@bcs.k12.org

Complete Wireless Refresh – 265 AP's and Virtual Controller



**Turnkey Auburn Career Center Installation Scope of Work for 470 Submission 190018834**

**Ethernet Switching Installation Includes**

- Racking and patching the switches
- Programming the switches to the specs provided by the client
- Training on the Ruckus Programming Interface

**Wireless Access Point Installation Includes**

- Hanging the access point and patching it in.
- Documentation of the MAC address of the access point, the location and the name of the access point.
- Programming the controller and instruction on how to program the controller.

**BBU Installation Includes:**

- Delivery to site
- Racking
- Plugging in all devices
- Setting up notifications
- Training on how to set up notifications

**Cabling Includes:**

- Patch panels
- Cabling
- Fire caulk where needed
- Terminations
- Documentation

**Racks/SFP/Stacking**

- Racks will be mounted and secured
- SFPs will be installed
- Stacking will be a part of the installation of the switches.

All Makes & Models in the I			
Qty	Type	Make	Model / Description
21	Switch	Meraki	MS225-48FP-HW
3	Switch	Meraki	MS225-24P-HW
12	Switch	Meraki	MS250-48FP-HW
3	Switch	Meraki	MS120-24P-HW
4	Switch	Meraki	MS425-32-HW
20	Stacking Cables		40G Stacking Cables
4	Patch Cables		LC-to-LC Multimode Fiber Patch Cables (1m)
4	Patch Cables		LC-to-LC Multimode Fiber Patch Cable (2m)
4	Patch Cables		LC-to-LC Multimode Fiber Patch Cable (10m)
1	Patch Cables		LC-to-SC Singlemode Fiber Patch Cable (10m)
9	Patch Cables		SC-to-LC Multimode Fiber Patch Cable (1m)
14	Patch Cables		SC-to-LC Singlemode Fiber Patch Cable (1m)
51	SFP		10G Multimode SFP
39	SFP		10G Singlemode SFP
40	SFP		1G RJ45 SFP
4	UPS	Tripp Lite	500W
14	UPS	Tripp Lite	1000W
5	UPS	Tripp Lite	1500W
3	UPS	Tripp Lite	3000W
1	UPS	Tripp Lite	6000W
1	UPS	Tripp Lite	8000W
3	Racks		4U Wall Mount
95	WAPs	Meraki	MR42
95	Drops		CAT6
138	Licenses		5-Year Licensure for 43 Switches & 95 WAPs

below list should be read as "or equivalent"

Equivalent Ruckus Product	Cost	Cost Extended	Installation
ICX 7150 48P+	\$1,988.00	\$41,748.00	\$2,520.00
ICX 7150 24P+	\$1,148.00	\$3,444.00	\$360.00
ICX 7150 48P+	\$1,988.00	\$23,856.00	\$1,440.00
ICX 7150 24P+	\$1,148.00	\$3,444.00	\$360.00
ICX 7750 24P+ 7750 Fan assembly, Primary and redundant power supply, Rack Mount, power cords	\$8,575.00	\$34,300.00	\$480.00
40G Stacking Cables	\$53.00	\$1,060.00	\$120.00
LC-to-LC Multimode Fiber Patch Cables (1m)	\$13.00	\$52.00	\$0.00
LC-to-LC Multimode Fiber Patch Cable (2m)	\$14.00	\$56.00	\$0.00
LC-to-LC Multimode Fiber Patch Cable (10m)	\$26.00	\$104.00	\$0.00
LC-to-SC Singlemode Fiber Patch Cable (10m)	\$26.00	\$26.00	\$0.00
SC-to-LC Multimode Fiber Patch Cable (1m)	\$13.00	\$117.00	\$0.00
SC-to-LC Singlemode Fiber Patch Cable (1m)	\$12.00	\$168.00	\$0.00
10G Multimode SFP	\$312.00	\$15,912.00	\$306.00
10G Singlemode SFP	\$695.00	\$27,105.00	\$234.00
1G RJ45 SFP	\$116.00	\$4,640.00	\$240.00
SMART500 RT1U	\$160.00	\$640.00	\$0.00
SMART1000RM2U	\$445.00	\$6,230.00	\$0.00
SMART1500RM2U	\$550.00	\$2,750.00	\$0.00
SMART3000RMXL2U	\$940.00	\$2,820.00	\$0.00
SU6000RT4UTF	\$3,240.00	\$3,240.00	\$0.00
SU8000RT3U1TF	\$4,320.00	\$4,320.00	\$0.00
4U Wall Mount Rack	\$60.00	\$180.00	\$0.00
Zone Flex R610 Access Point	\$437.00	\$41,515.00	\$2,850.00
CAT 6 Drops	\$125.00	\$11,875.00	\$0.00
SLED Cloud WiFi License	\$17,032.00	\$17,032.00	\$0.00
<b>Total</b>		<b>\$246,634.00</b>	<b>\$8,910.00</b>

Management of Wireless Network per month as an  
Option

\$665.00



All Makes & Models in the below list should be rea

Qty	Type	Make	Model / Description
21	Switch	Meraki	MS225-48FP-HW
3	Switch	Meraki	MS225-24P-HW
12	Switch	Meraki	MS250-48FP-HW
3	Switch	Meraki	MS120-24P-HW
4	Switch	Meraki	MS425-32-HW
95	WAPs	Meraki	MR42

id as "or equivalent"	
Equivalent Ruckus Product	Part Number
ICX 7150 48P+	BRC-ICX715048PF4X10G ICX7150-48PF-4X10GR
ICX 7150 24P+	BRC-ICX715024P4X10GR ICX7150-24P-4X10GR
ICX 7150 48P+	BRC-ICX715048PF4X10G ICX7150-48PF-4X10GR
ICX 7150 24P+	BRC-ICX715024P4X10GR ICX7150-24P-4X10GR
ICX 7750 24P+ 7750 Fan assembly, Primary and redundant power supply, Rack Mount, power cords	BRC-ICX775048F ICX7750-48F
Zone Flex R610 Access Point	RUC-901R610US00 901-R610-US00

White Paper
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<a href="https://ruckus-&lt;br/&gt;www.s3.amazonaws.com/pdf/datasheet&lt;br/&gt;s/ds-ruckus-r610.pdf">https://ruckus- www.s3.amazonaws.com/pdf/datasheet s/ds-ruckus-r610.pdf</a>



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#### **\*Arlington Local Schools**

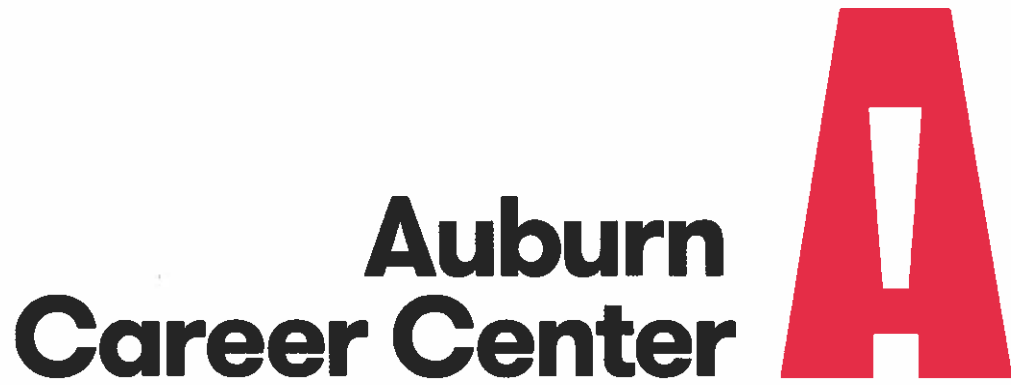
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stakey@bcs.k12.org

Complete Wireless Refresh – 265 AP's and Virtual Controller



*Attachment Item #8*

*Render Financial Reports*

Auburn Career Center  
Cash Fund Balance Report  
February 28, 2019

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Fund	Description	FY Beginning Fund Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
001	General Fund	\$ 5,965,942.12	\$ 1,477,735.98	\$ 6,991,502.96	\$ 621,220.19	\$ 5,992,003.00	\$ 6,625,442.08	\$ 893,732.97	\$ 5,731,709.11
002	Bond Retirement	-	-	-	-	87,757.21	(87,757.21)	-	(87,757.21)
003	Permanent Improvement Fund	-	-	-	-	-	-	-	-
004	Building	\$ 1,849,284.91	\$ 2,708.34	\$ 53,750.03	\$ -	\$ 671,186.36	\$ 1,231,848.58	\$ 1,174,073.90	\$ 57,774.68
006	Food Service	\$ 6,617.41	\$ 10,936.92	\$ 107,057.90	\$ 11,556.69	\$ 118,308.48	\$ (4,633.17)	\$ 27,647.48	\$ (32,280.65)
009	USSF	\$ 10,079.61	\$ 150.00	\$ 7,996.50	\$ -	\$ -	\$ 18,076.11	\$ -	\$ 18,076.11
011	Rotary	\$ 1,398.06	\$ 3,924.23	\$ 18,891.30	\$ 35.00	\$ 19,325.25	\$ 964.11	\$ 13,736.71	\$ (12,772.60)
012	Adult Education	\$ 51,950.69	\$ 285,070.07	\$ 1,124,041.06	\$ 126,505.36	\$ 990,133.06	\$ 185,858.69	\$ 135,892.36	\$ 49,966.33
014	Rotary Internal Service Fund	\$ 2,267.25	\$ 97.26	\$ 731.94	\$ -	\$ 769.77	\$ 2,229.42	\$ 2,900.00	\$ (670.58)
018	Trust Fund	\$ 9,730.57	\$ -	\$ 56,147.54	\$ 4,324.52	\$ 28,583.45	\$ 37,294.66	\$ 40,763.98	\$ (3,469.32)
019	Trust Fund-Camp Discovery	\$ 235,831.11	\$ -	\$ 3,345.70	\$ -	\$ 89,611.70	\$ 149,565.11	\$ 10,010.77	\$ 139,554.34
022	District Agency	\$ 15,710.95	\$ 15,406.00	\$ 32,736.00	\$ 15,406.00	\$ 31,736.00	\$ 16,710.95	\$ 1,000.00	\$ 15,710.95
024	Employee Self Insurance Fund	\$ 18,031.15	\$ -	\$ 42,208.69	\$ 14,096.56	\$ 35,429.86	\$ 24,809.98	\$ 10,370.01	\$ 14,439.97
70	Capital Projects	\$ 398,399.44	\$ -	\$ 350,000.00	\$ -	\$ 335,951.12	\$ 412,448.32	\$ 279,500.00	\$ 132,948.32
200	Student Activity Fund	\$ 76,920.43	\$ 4,427.57	\$ 29,514.34	\$ 5,673.62	\$ 38,016.65	\$ 68,418.12	\$ 45,343.47	\$ 23,074.65
451	Data Communication Fund	\$ -	\$ -	\$ 900.00	\$ -	\$ -	\$ 900.00	\$ -	\$ 900.00
499	Miscellaneous State Grants	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
501	ABLE Literacy Fund	\$ 12,692.58	\$ 20,130.93	\$ 161,358.16	\$ 24,251.85	\$ 198,302.59	\$ (24,251.85)	\$ 11,751.88	\$ (36,003.73)
524	VEPD Secondary and Adult Fund	\$ 33,930.99	\$ 10,342.60	\$ 242,941.17	\$ 10,216.11	\$ 287,088.27	\$ (10,216.11)	\$ 70,267.64	\$ (80,483.75)
599	Miscellaneous Fed Grants (REAP)	\$ -	\$ -	\$ 20,425.00	\$ -	\$ 20,425.00	\$ -	\$ 26,662.69	\$ (26,662.69)
<b>Grand Totals</b>		\$ 8,688,787.27	\$ 1,830,929.90	\$ 8,846,048.29	\$ 833,285.90	\$ 8,884,627.77	\$ 8,650,207.79	\$ 2,743,653.86	\$ 5,906,553.93

This is an unaudited financial report.

**Auburn Career Center**  
**Appropriation Account Summary**  
 2/28/19

8

Fund	Dec Description	FYTD Appropriated	Carryover Encumbrances	FYTD Expendable	FYTD Expenditures	MTD Expenditures	Encumbered	FYTD Remaining	Percent Exp/Enc
001	General Fund	\$ 9,495,962.35	\$ 115,351.03	\$ 9,611,313.38	\$ 5,932,003.00	\$ 621,220.19	\$ 893,732.97	\$ 2,785,577.41	71.02%
002	Bond Retirement	\$ 623,432.29	\$ -	\$ 623,432.29	\$ 87,757.21	\$ -	\$ -	\$ 535,675.08	14.08%
003	Permanent Improvement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
004	Construction	\$ 397,051.37	\$ 1,540,318.00	\$ 1,937,369.37	\$ 671,186.36	\$ -	\$ 1,174,073.90	\$ 92,109.11	0.00%
006	Lunchroom Fund	\$ 173,319.59	\$ 6,617.41	\$ 179,937.00	\$ 118,308.48	\$ 11,556.69	\$ 27,647.48	\$ 33,981.04	81.12%
009	Uniform School Supply Fund	\$ 18,076.11	\$ -	\$ 18,076.11	\$ -	\$ -	\$ -	\$ 18,076.11	0.00%
011	Customer Service Fund	\$ 96,895.92	\$ -	\$ 96,895.92	\$ 19,325.25	\$ 35.00	\$ 13,736.71	\$ 63,853.96	34.12%
012	Adult Education Service Fund	\$ 1,488,200.46	\$ 22,708.23	\$ 1,510,908.69	\$ 990,133.06	\$ 126,505.36	\$ 135,892.36	\$ 384,883.27	74.53%
014	Recary Internal Service Fund	\$ 3,171.19	\$ 1,000.00	\$ 4,171.19	\$ 769.77	\$ -	\$ 2,900.00	\$ 501.42	87.98%
018	Principal Fund	\$ 50,750.00	\$ 8,980.57	\$ 59,730.57	\$ 28,563.45	\$ 4,324.52	\$ 40,763.98	\$ (9,616.86)	116.10%
019	Other Grants	\$ 219,766.81	\$ 18,410.00	\$ 238,176.81	\$ 89,611.70	\$ -	\$ 10,010.77	\$ 138,554.34	0.00%
022	Scholarships	\$ 46,446.95	\$ 2,000.00	\$ 48,446.95	\$ 31,736.00	\$ 15,406.00	\$ 1,000.00	\$ 15,710.95	67.57%
024	Employee Benefits	\$ 58,880.00	\$ -	\$ 58,880.00	\$ 35,429.86	\$ 14,096.56	\$ 10,370.01	\$ 13,080.13	77.79%
70	Capital Projects	\$ 358,847.39	\$ 389,552.05	\$ 748,399.44	\$ 335,951.12	\$ -	\$ 279,500.00	\$ 132,948.32	82.24%
200	Student Activities	\$ 105,889.51	\$ 545.26	\$ 106,434.77	\$ 38,016.65	\$ 5,673.62	\$ 45,343.47	\$ 23,074.65	78.32%
451	School Net Connectivity	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	0.00%
501	ABLE Literacy Fund	\$ 336,491.55	\$ 12,692.58	\$ 349,184.13	\$ 198,302.59	\$ 24,251.85	\$ 11,751.88	\$ 139,129.66	60.16%
524	VPPD Secondary and Adult	\$ 368,765.79	\$ 33,930.99	\$ 402,696.78	\$ 287,088.27	\$ 10,216.11	\$ 70,267.64	\$ 45,340.87	88.74%
599	REAP	\$ 40,468.00	\$ -	\$ 40,468.00	\$ 20,425.00	\$ -	\$ 26,662.69	\$ (6,619.69)	0.00%
	<b>Grand Total</b>	\$ <b>13,884,215.28</b>	\$ <b>2,152,106.12</b>	\$ <b>16,036,321.40</b>	\$ <b>8,884,627.77</b>	\$ <b>833,285.90</b>	\$ <b>2,743,853.86</b>	\$ <b>4,408,039.77</b>	<b>72.51%</b>

Percent Expended/Enc is the calculation of expended plus encumbered divided by FYTD Expendable  
 This is an unaudited financial statement



**Auburn Career Center**  
**Monthly History Comparison-General Fund**  
**February 28, 2019**

**C**

	Monthly Comparison				Annual Comparison				Remain 2019	Budget Expended
	Feb FY17	Feb FY18	Feb FY19	Avg Chg	Actual 2017	Actual 2018	Budget 2019			
<b>Revenue</b>										67%
Real Estate	\$ 3,503,692	\$ 4,339,521	\$ 3,894,148		\$ 4,663,062	\$ 4,916,774	\$ 4,760,941	\$ 421,420	91%	
Commercial	\$ 418,446	\$ -	\$ -		\$ 880,869	\$ 919,294	\$ 919,135	\$ 919,135	0%	
Tangible Personal (PU)	\$ 194,533	\$ 209,957	\$ 188,399		\$ 419,558	\$ 414,345	\$ 390,899	\$ 180,942	54%	
Foundation	\$ 1,485,237	\$ 1,606,512	\$ 1,590,634		\$ 2,194,823	\$ 2,394,304	\$ 2,363,925	\$ 757,413	68%	
PU Reimb	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	-	
Homestead & Rollback	\$ 391,647	\$ 406,559	\$ 411,172		\$ 787,438	\$ 809,948	\$ 810,827	\$ 404,268	50%	
Other	\$ 350,585	\$ 355,625	\$ 437,759		\$ 379,956	\$ 409,978	\$ 448,386	\$ 92,761	79%	
<b>Subtotal</b>	<b>\$ 6,344,140</b>	<b>\$ 6,918,174</b>	<b>\$ 6,522,112</b>		<b>\$ 9,325,706</b>	<b>\$ 9,864,643</b>	<b>\$ 9,694,113</b>	<b>\$ 2,775,939</b>	71%	
<b>Expense</b>										(+)
Salaries	\$ 2,712,567	\$ 2,552,447	\$ 2,636,444	-1.3%	\$ 4,107,214	\$ 3,821,328	\$ 3,962,345	\$ 1,409,898	64%	
Benefits	\$ 1,114,801	\$ 1,217,028	\$ 1,181,937	3.1%	\$ 1,662,612	\$ 1,730,209	\$ 1,836,299	\$ 619,271	66%	
Purchased Services	\$ 725,697	\$ 902,328	\$ 919,540	13.1%	\$ 1,221,824	\$ 1,441,037	\$ 1,636,268	\$ 733,940	55%	
Supplies	\$ 321,893	\$ 345,206	\$ 372,736	7.6%	\$ 416,225	\$ 428,385	\$ 441,237	\$ 96,031	78%	
Capital Outlay/Equipment	\$ 293,976	\$ 167,789	\$ 191,515	-14.4%	\$ 295,409	\$ 175,255	\$ 320,359	\$ 152,570	52%	
Summer Projects	\$ 83,221	\$ -	\$ -		\$ 83,221	\$ -	\$ -	\$ -	0%	
Other	\$ 58,418	\$ 73,305	\$ 68,858		\$ 133,047	\$ 132,419	\$ 136,392	\$ 63,087	54%	
<b>Subtotal</b>	<b>\$ 5,310,573</b>	<b>\$ 5,258,103</b>	<b>\$ 5,371,030</b>		<b>\$ 7,919,552</b>	<b>\$ 7,728,633</b>	<b>\$ 8,332,900</b>	<b>\$ 3,074,797</b>	63%	
Revenue/Expense (Operating Balance)	\$ 1,033,568	\$ 1,660,071	\$ 1,151,082		\$ 1,406,155	\$ 2,136,010	\$ 1,361,213			
<b>Other Uses</b>										
Advances Returned	\$ 58,884	\$ 48,156	\$ 69,387		\$ 58,884	\$ 57,516				
Advances Out	\$ -	\$ 28,880	\$ 132,300		\$ 40,575	\$ 82,468				
Transfers	\$ 476,981	\$ 380,320	\$ 428,672		\$ 1,006,878	\$ 989,772				
<b>Subtotal</b>	<b>\$ (418,097)</b>	<b>\$ (361,044)</b>	<b>\$ (491,585)</b>		<b>\$ (988,569)</b>	<b>\$ (1,014,724)</b>				
Beginning Cash	\$ 4,194,144	\$ 4,853,511	\$ 5,768,924		\$ 5,904,707	\$ 7,069,633				
Ending Cash	\$ 5,042,537	\$ 6,143,680	\$ 6,625,439		\$ 4,844,652	\$ 5,965,939				
Encumbrances	\$ 660,609	\$ 764,123	\$ 893,733		\$ 99,104	\$ 115,351				

Information taken from Form SM-2 as reported to ODE  
This is an unaudited financial report.

Date: 03/01/2019  
Time: 10:32 am

AUBURN VOCATIONAL SCHOOL DISTR  
SORT BY CHECK NUMBER  
CHECK DATES BETWEEN 02/01/2019 AND 02/28/2019  
ALL CHECKS SELECTED

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CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
048875	W	12/19/2018	21ST CENTURY MEDIA - OHIO	000414	VOID: 02/15/2019		90.15
049205	W	02/08/2019	STATE TEACHERS RETIREMENT	000480	RECONCILED:02/11/2019		26,443.25
049206	W	02/08/2019	SCHOOL EMPLOYEES RETIRE- MENT SYSTEM	007727	RECONCILED:02/11/2019		8,917.96
049207	W	02/07/2019	SCHOOL INSURANCE CONSULTANTS	013047	RECONCILED:02/19/2019		3,000.00
049208	W	02/07/2019	LORRAINE M. FENDE LAKE COUNTY TREASURER	008426	RECONCILED:02/13/2019		4,586.86
049209	W	02/07/2019	GREENIUS	041590	RECONCILED:02/11/2019		1,100.00
049210	W	02/07/2019	LAKE COUNTY SHERIFF'S OFFICE	011385	RECONCILED:02/14/2019		30.00
049211	W	02/07/2019	AT&T	000171	RECONCILED:02/14/2019		172.05
049212	W	02/07/2019	TIME WARNER CABLE - NORTHEAST	013042	RECONCILED:02/12/2019		72.02
049213	W	02/07/2019	EASTERN LAKE COUNTY CHAMBER OF COMMERCE	001939	RECONCILED:02/15/2019		150.00
049214	W	02/07/2019	DOMINION ENERGY OHIO	004003	RECONCILED:02/11/2019		3,139.63
049215	W	02/07/2019	OHIO PEACE OFFICER TRAINING ACADEMY	041679	RECONCILED:02/13/2019		1,050.00
049216	W	02/07/2019	AT&T	000171	RECONCILED:02/14/2019		1,967.63
049217	W	02/07/2019	COMDOC INC.	008170	RECONCILED:02/11/2019		836.02
049218	W	02/07/2019	JONES & BARLETT LEARNING, LLC	010442	RECONCILED:02/12/2019		125.70
049219	W	02/07/2019	LORAIN CTY COMMUNITY COLLEGE BUSINESS OFFICE - CC217 COMMUNICATIONS SERVICES	013647	RECONCILED:02/15/2019		2,681.00
049220	W	02/07/2019	DENNIS R SPAULDING, INC	010372	RECONCILED:02/13/2019		507.85
049221	W	02/07/2019	DAWNCHRM, INC.	000600	RECONCILED:02/11/2019		450.73
049222	W	02/07/2019	UNITED PARCEL SERVICE	002108	RECONCILED:02/13/2019		12.51
049223	W	02/07/2019	DIAMOND TECH INC	041398	RECONCILED:02/14/2019		900.00
049224	W	02/07/2019	LBL PRINTING	013500	RECONCILED:02/12/2019		857.61
049225	W	02/07/2019	LINCOLN ELECTRIC CO.	000984	RECONCILED:02/11/2019		1,207.53
049226	W	02/07/2019	TOTAL QUALITY TESTING INC	040323	RECONCILED:02/14/2019		825.00
049227	W	02/07/2019	PRECIOUS CARGO TRANSPORTATION INC	013744	RECONCILED:02/14/2019		395.00
049228	W	02/07/2019	STS EDUCATION	041552	RECONCILED:02/12/2019		460.98
049229	W	02/07/2019	MARZEN EQUIPMENT SERVICES, LLC	041375	RECONCILED:02/12/2019		409.00
049230	W	02/07/2019	ELECTUDE USA LLC	041605	RECONCILED:02/11/2019		2,250.00
049231	W	02/07/2019	NCS PEARSON, INC	012139	RECONCILED:02/08/2019		364.10
049232	W	02/07/2019	ADVANCED GAS & WELDING SOLUTIONS LLC	013407	RECONCILED:02/08/2019		75.00
049233	W	02/07/2019	FELICIA ROBERSON	041678	RECONCILED:02/08/2019		50.52
049234	W	02/07/2019	LOUISE VADASZ	041388	RECONCILED:02/08/2019		78.04
049235	W	02/07/2019	A DEE STARK-KURTZ	008279	RECONCILED:02/08/2019		84.97
049236	W	02/07/2019	A JEFF SLAVKOVSKY	013632	RECONCILED:02/08/2019		21.20
049237	W	02/07/2019	SALMAN PIRAZDA	040649	RECONCILED:02/08/2019		46.17
049238	W	02/07/2019	CARRIE MCVICKER	010043	RECONCILED:02/08/2019		176.36
049239	B	02/15/2019	RENEE SMICIKLAS	041685	RECONCILED:02/19/2019		81.00
049240	B	02/15/2019	SEAN DAVIS	040587	RECONCILED:02/19/2019		60.00
049241	B	02/15/2019	A JEANNA PURSES	041568	RECONCILED:02/19/2019		113.36
049242	W	02/19/2019	LAKE COUNTY GENERAL HEALTH DISTRICT	000140	RECONCILED:02/25/2019		236.00
049243	W	02/19/2019	MAIL FINANCE	040153	RECONCILED:02/26/2019		695.82

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AUBURN VOCATIONAL SCHOOL DISTRICT  
SORT BY CHECK NUMBER  
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CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
049244	W	02/19/2019	LAKE COUNTY GENERAL HEALTH DISTRICT	000140	RECONCILED: 02/25/2019		182.00
049245	W	02/19/2019	LAMAR COMPANIES CITY OF P.VILLE UTIL.	000215	RECONCILED: 02/22/2019		2,500.00
049246	W	02/19/2019	WELLS FARGO FINANCIAL LEASING	040583	RECONCILED: 02/26/2019		527.44
049247	W	02/19/2019	ILLUMINATING COMPANY	000925	RECONCILED: 02/22/2019		3,924.00
049248	W	02/19/2019	VIVIANI FAMILY LIMITED PARTNERSHIP	011774	RECONCILED: 02/21/2019		24,955.32
049249	W	02/19/2019	CASA VERDE GROWERS	041449	RECONCILED: 02/22/2019	1	491.83
049250	W	02/19/2019	CHANEY ELECTRONICS	001017	RECONCILED: 02/26/2019	1	315.60
049251	W	02/19/2019	HERMAN LOSELY & SON INC.	007944	RECONCILED: 02/21/2019		1,615.40
049252	W	02/19/2019	VERITY OPERATING COMPANY	013596	RECONCILED: 02/28/2019	1	2,000.00
049253	W	02/19/2019	VERITY - VALLEY VIEW	013596	RECONCILED: 02/28/2019		1,274.00
049254	W	02/19/2019	LBL PRINTING	013500	VOID: 02/19/2019		2,023.38
049255	W	02/19/2019	POSTER COMPLIANCE CENTER	010771	RECONCILED: 02/28/2019		209.85
049256	W	02/19/2019	LAUREN INNOVATIONS	041093	RECONCILED: 02/21/2019		750.00
049257	W	02/19/2019	WESTERN RESERVE OFFICE SUPPLY	001065	RECONCILED: 02/26/2019		1,122.69
049258	W	02/19/2019	AT&T	000171	RECONCILED: 02/22/2019		499.08
049259	W	02/19/2019	FUTURE IMAGE PROMOTIONS	041176	RECONCILED: 02/22/2019		64.80
049260	W	02/19/2019	EASTERN LAKE COUNTY CHAMBER OF COMMERCE	001939	RECONCILED: 02/28/2019		15.00
049261	W	02/19/2019	OHIO ACTE	000682	RECONCILED: 02/21/2019		50.00
049262	W	02/19/2019	OHIO SCHOOLS COUNCIL	000812	RECONCILED: 02/21/2019		4,424.00
049263	W	02/19/2019	NATURAL GAS	012426	RECONCILED: 02/27/2019	(Multi-bank check)	2,675.00
049264	W	02/19/2019	WILLO TRANSPORTATION	008287	RECONCILED: 02/20/2019		135.93
049265	W	02/19/2019	CHADRON OIL CO.	007406	RECONCILED: 02/21/2019		162.29
049266	W	02/19/2019	ZEPE'S PIZZERIA	041658	RECONCILED: 02/21/2019		200.00
049267	W	02/19/2019	FACTRAP LLC	041338	RECONCILED: 02/25/2019		483.84
049268	W	02/19/2019	SHELL	000499	RECONCILED: 02/20/2019		747.50
049269	W	02/19/2019	AUBURN CAREER CENTER CONFERENCE DIRECT	041687	RECONCILED: 02/27/2019		1,879.00
049270	W	02/19/2019	OWEN HAMILTON	000551	RECONCILED: 02/22/2019		200.65
049271	W	02/19/2019	CRILE ROAD HARDWARE	007053	RECONCILED: 02/27/2019		1,068.01
049272	W	02/19/2019	JOHN D. PREUER & ASSOCIATES & ASSOCIATES INC	000414	RECONCILED: 02/27/2019		90.15
049273	W	02/19/2019	21ST CENTURY MEDIA - OHIO	011455	RECONCILED: 02/21/2019		25.00
049274	W	02/19/2019	GAZETTE NEWSPAPERS	040250	RECONCILED: 02/26/2019		192.00
049275	W	02/19/2019	SCREENTVISION DIRECT	041683	RECONCILED: 02/26/2019		8,745.00
049276	W	02/19/2019	DARSTORY CONSULTING LLC	000466	RECONCILED: 02/22/2019		135.50
049277	W	02/19/2019	GRAINGER	013502	RECONCILED: 02/22/2019		3,456.00
049278	W	02/19/2019	SAM LANDSCAPING INC	000734	RECONCILED: 02/25/2019		786.71
049279	W	02/19/2019	WASTE MANAGEMENT OF OHIO	011490	RECONCILED: 02/21/2019		269.00
049280	W	02/19/2019	CONTINENTAL FIRE & SECURITY INC	011210	RECONCILED: 02/25/2019		106.50
049281	W	02/19/2019	GENERAL PEST CONTROL CO.	000570	RECONCILED: 02/25/2019		75.00
049282	W	02/25/2019	MAJOR WASTE DISPOSAL SERVICES, INC	000480	VOID: 02/25/2019		26,076.50
049283	W	02/25/2019	STATE TEACHERS RETIREMENT SCHOOL EMPLOYEES RETIREMENT SYSTEM	007727	RECONCILED: 02/25/2019		9,175.71
049284	B	02/22/2019	MENT SYSTEM	041691	VOID: 02/22/2019		1,642.00
049285	B	02/22/2019	MICHAEL PERSON KRISTOFER ENGELBACH	041692	VOID: 02/22/2019		2,007.00

Date: 03/01/2019  
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AUBURN VOCATIONAL SCHOOL DISTR  
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CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
049286	B	02/22/2019	JOSHUA GIBSON	041688			50.00
049287	B	02/22/2019	JORDAN TRAMTE	041640			72.50
049288	B	02/22/2019	IELISA BOWMAN	041624	VOID: 02/22/2019		2,430.12
049289	B	02/22/2019	TANA KEYS	041627			140.12
049290	B	02/22/2019	WAKEELAH SHROPSHIRE	041641	RECONCILED: 02/25/2019		2,430.12
049291	B	02/22/2019	AMBER STAPLETON	041643	VOID: 02/22/2019		2,429.12
049292	B	02/22/2019	KHEWANA PINKNEY	041626	RECONCILED: 02/25/2019		2,430.12
049293	B	02/22/2019	CHARVON SWABY	041635	VOID: 02/22/2019		452.12
049294	B	02/22/2019	KRISTOFER ENGELBACH	041692			10.00
049295	B	02/22/2019	IELISA BOWMAN	041624			2,429.12
049296	B	02/22/2019	AMBER STAPLETON	041643			1,098.12
049297	B	02/22/2019	CHARVON SWABY	041635			451.12
049298	W	02/22/2019	DUNCAN PLUMBING LLC	041680	RECONCILED: 02/25/2019		4,686.31
049299	W	02/25/2019	STATE TEACHERS RETIREMENT	000480	RECONCILED: 02/25/2019		25,382.96
049300	W	02/26/2019	COLLABORATIVE PARTNERS	041682			3,600.00
049301	W	02/26/2019	ABBA EXPRESS INC.	012708			500.00
049302	W	02/26/2019	ELENCO ELECTRONICS, INC	041665			99.00
049303	W	02/26/2019	COLD HARBOR BUILDING CO.	040097	RECONCILED: 02/27/2019		4,394.78
049304	W	02/26/2019	FA SOLUTIONS LLC	041342			1,788.00
049305	W	02/26/2019	SAM'S CLUB	008469	RECONCILED: 02/27/2019		513.74
049306	W	02/26/2019	CINTAS CORPORATION	000532			277.50
049307	W	02/26/2019	LOCATON 259-T90				2,550.28
			SYSCO FOOD SERVICES OF CLEVELAND	008412	RECONCILED: 02/28/2019		
049308	W	02/26/2019	MADISON LOCAL SCHOOLS	010906			21,666.68
049309	W	02/26/2019	LAMAR COMPANIES	041634			850.00
049310	W	02/26/2019	JOHNSTONE SUPPLY	013078	RECONCILED: 02/28/2019		2,486.29
049311	W	02/26/2019	ALSIDE SUPPLY CENTER, MENTOR	041694			5,160.99
049312	W	02/26/2019	LOWE'S COMPANIES, INC.	011038			1,614.02
049313	W	02/26/2019	FIRST COMMUNICATIONS LLC	010610			119.74
049314	W	02/26/2019	USI INSURANCE SERVICES, LLC	041563			119.00
049315	W	02/26/2019	HOME DEPOT CREDIT SERVICES	010207			2,062.48
049316	W	02/26/2019	DEPT 32-2502458767				206.13
			ANDY'S AUTO PARTS LLC	041410			
			ANDREW FADE				
049317	W	02/26/2019	PREMIER PAINT TECHNOLOGIES, INC.	001141	RECONCILED: 02/28/2019		1,049.00
049318	W	02/26/2019	NFL HEALTHCAREER ASSOC.	011819			3,029.00
049319	W	02/26/2019	CE DEPARTMENT TIME WARNER CABLE - NORTHEAST	013042			399.00
049320	W	02/26/2019	LAKE COUNTY EDUCATIONAL SERVICE CENTER	000134	RECONCILED: 02/26/2019		2,229.71
049321	W	02/26/2019	PEARSON EDUCATION	011383			71.69
049322	W	02/26/2019	WELLS FARGO VENDOR FIN SERV	041459			1,681.00
049323	W	02/26/2019	MENTOR AREA CHAMBER OF COMMERCE	010578			680.00
049324	W	02/26/2019	A.M. LEONARD, INC.	001406	RECONCILED: 02/28/2019		114.99
049325	W	02/26/2019	CENGAGE LEARNING	010328			2,475.00
049326	W	02/26/2019	EASY GRAPHICS CORP.	001139	RECONCILED: 02/28/2019		309.55
049327	W	02/26/2019	GRAINGER	000466			615.00
049328	W	02/26/2019	IBL PRINTING	013500			2,442.87
049329	W	02/26/2019	BUCKEYE EDUCATIONAL	000746			2,722.00

1 (Multi-bank check)

Date: 03/01/2019  
Time: 10:32 am

AUBURN VOCATIONAL SCHOOL DISTR  
SORT BY CHECK NUMBER  
CHECK DATES BETWEEN 02/01/2019 AND 02/28/2019  
ALL CHECKS SELECTED

Page: 4  
(CHECK#)

CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
049330	W	02/26/2019	SYSTEMS INC	012899			617.71
049331	W	02/26/2019	HARTMAN PUBLISHING, INC.	011547	RECONCILED:02/27/2019		415.33
049332	W	02/26/2019	COW GOVERNMENT	011447	RECONCILED:02/27/2019		17,561.14
049333	W	02/26/2019	ELSEVIER	008659	RECONCILED:02/27/2019		1,189.73
			B&H PHOTO-VIDEO				
			REMITTANCE PROCESSING CENTER				
049334	W	02/26/2019	BORDEN DAIRY COMPANY	000154	RECONCILED:02/27/2019		177.55
049335	W	02/26/2019	ADVANCED GAS & WELDING	013407	RECONCILED:02/27/2019		120.30
049336	W	02/26/2019	SOLUTIONS LLC				
			DEE STARK-KURTZ	008279	RECONCILED:02/27/2019		595.08
049337	W	02/26/2019	DAVID COWEN	041608			25.00
049338	W	02/26/2019	SCOTT SITZ	041607	RECONCILED:02/27/2019		177.67
049339	B	02/27/2019	JANNELLE JIROUSEK	041697	RECONCILED:02/27/2019		40.00
049340	B	02/27/2019	DAKOTA MILLER	041644			2,983.00
049341	B	02/27/2019	JUSTIN GUILLEY	041629			688.16
049342	B	02/27/2019	GEORGE SUFIKA	041631			1,483.00
049343	B	02/27/2019	SHAUN BRUCKEN	041630			1,049.00
049344	B	02/27/2019	MICHAEL WESTON	041651			83.00
049345	B	02/27/2019	MICHAEL OLVERA	041653			230.00
049346	B	02/27/2019	MICHAEL WESTON	041651			81.00
990897	M	02/01/2019	SERS	900926			1,107.12
			MEMO ONLY				
990898	C	02/08/2019	Payroll	999999	RECONCILED:02/28/2019		225,202.98
990899	M	02/08/2019	BANK ONE/MEMO/MEDICARE	900663			3,417.25
990900	M	02/08/2019	Workers Comp	900950			1,013.48
990901	M	02/11/2019	FLEX SAVE	999992			200.00
			MZ: 04 2W 8317				
990902	M	02/11/2019	LAKE COUNTY SCHOOLS COUNCIL	999998			97,693.91
990903	M	02/15/2019	SERS	900926			1,215.36
			MEMO ONLY				
990904	C	02/25/2019	Payroll	999999	RECONCILED:02/28/2019		223,873.04
990905	M	02/25/2019	BANK ONE/MEMO/FICA	900693			23.25
990906	M	02/25/2019	Workers Comp	900950			1,007.43
990907	M	02/25/2019	BANK ONE/MEMO/MEDICARE	900663			3,325.04
990908	M	02/01/2019	AUBURN CAREER CENTER	908140			7,545.00
990909	M	02/01/2019	AUBURN CAREER CENTER	908140			7,861.00
990910	M	02/28/2019	SERS	900926			1,156.48
			MEMO ONLY				
990911	T	02/28/2019	AUBURN CAREER CENTER	000499	RECONCILED:02/28/2019		5,783.39
990912	M	02/28/2019	MEDICAL MUTUAL OF OHIO	999994			8,313.17
			MEMO ONLY				
V VOIDED CHECKS			8	35,591.39			
R RECONCILED CHECKS			95	637,421.89			
W WARRANT CHECKS			118	284,782.41			
M MEMO CHECKS			13	133,878.49			
B REFUND CHECKS			25	24,963.10			
I INVESTMENT CHECKS			0	0.00			
T TRANSFER CHECKS			1	5,783.39			
D DISTRIBUTION CHECKS			0	0.00			

Date: 03/01/2019  
Time: 10:32 am

AUBURN VOCATIONAL SCHOOL DISTR  
SORT BY CHECK NUMBER  
CHECK DATES BETWEEN 02/01/2019 AND 02/28/2019  
ALL CHECKS SELECTED

Page: 5  
(CHECKPY)

CHECK	TYPE	DATE	VENDOR	CHECK TOTALS	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
C	PAYROLL	CHECKS		2				
				0				
**				151	**	TOTAL NET		862,892.02
***				159	***	GRAND TOTALS		898,483.41



**Auburn Career Center**  
**Bank Reconciliation**  
February 28, 2019

**E**

Dollar Bank - Main Depository	\$ 6,268,679.95
O/S checks - a/p	\$ (92,814.99)
O/S checks - p/r	\$ (21,735.78)
Payroll Accum (O/S)-Checks NI	\$ (599.72)
Petty Cash	\$ 400.00
Change Funds	\$ 137.00
Net Operating Check + Cash	6,154,066.46
Health Care Deductible Pool - Dollar	\$ 10,398.09
Flexible Spending Account - Dollar	\$ 14,463.03
Star Ohio	\$ 104,729.03
Fifth - Third Construction Investment - Interest Only	\$ 1,864.67
<b>Net Available Cash</b>	<b>\$ 6,285,521.28</b>
<b>Investments:</b>	
UBS Financial	\$ 2,360,903.02
<b>Total Investments</b>	<b>\$ 2,360,903.02</b>
<b>Balance per bank</b>	<b>\$ 8,646,424.30</b>
<b>Balance per books</b>	<b>\$ 8,650,207.79</b>
<b>+/- FSA Monthly Deduction Adjustment</b>	<b>\$ (3,783.49)</b>
	<b>\$ 0.00</b>

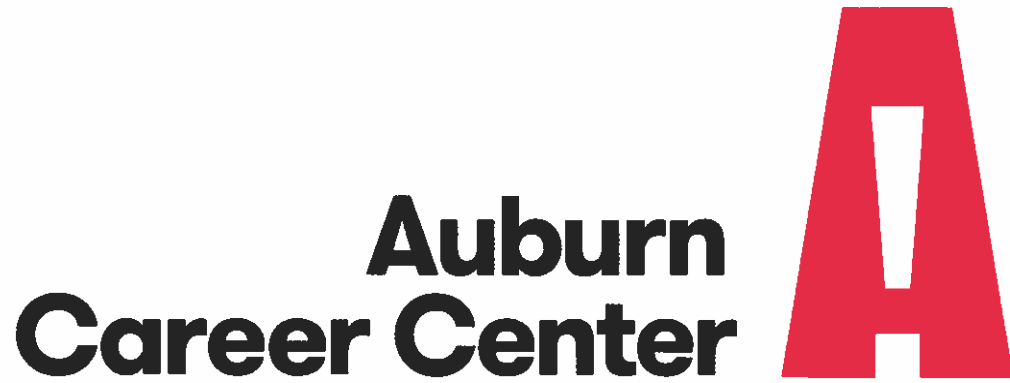
**Investments Report**

**F**

Institution	Amount
UBS Financial	\$ 2,360,903.02
	\$2,360,903.02







## *Attachment Item #9*

# *Approve Sheakley Worker's Compensation Group Rating Program*



March 6, 2019  
**Group Rating Savings Projection**  
 BWC Policy #30000923

Ms. Victoria Bryant  
 Auburn Vocational School District  
 8221 Auburn Rd.  
 Painesville, OH 44077-9179

We are pleased to invite you to participate in the Group Rating Program for the 2020 rate year 1/1/2020 to 12/31/2020 with the projected discount/savings of:

<b>Participation Discount:</b>	<b>-57%</b>
<b>Final Discount with Break-Even Factor (BEF) Applied:</b>	<b>-51%</b>
<b>Individual Premium:</b>	<b>\$12,785</b>
<b>Group Rated Premium:</b>	<b>\$7,100</b>
<b>Projected Savings:</b>	<b>\$5,685</b>

In addition to this savings, you will also receive the highest level of experienced consultative services and assistance with claims management, hearing representation, safety, and unemployment representation. Our dedicated team members that specialize in public employer workers' compensation currently work with over 300 schools, cities, villages, townships, libraries, and state agencies - most of which are group rated, group retrospectively rated, individually retrospectively rated or self-insured.

Plus savings beyond workers' comp. As The Human Resources People, Sheakley offers a variety of programs that help you save time, save money, and stay compliant with the ever-increasing regulations businesses face today. Learn more about how our services can help you at [sheakley.com](http://sheakley.com).

**ENROLLMENT IS EASY!**

While you are eligible for Group Rating and Group Retrospective Rating programs that both provide significant savings, you can only participate in one. To enroll, return your paperwork to the following address by the deadline:

**Enrollment Deadline: Thursday May 30, 2019**  
**Email:** [rating@sheakley.com](mailto:rating@sheakley.com)  
**Mail:** Sheakley, Attention: Rating Team  
 One Sheakley Way  
 Cincinnati, OH 45246

A special note: participation in our Unemployment Program is complimentary for group rating or retro participants. To enroll, please visit our website at [www.sheakley.com/ClientAccess](http://www.sheakley.com/ClientAccess). Scroll to employers - Unemployment section to download the authorization form(s) and return those to the address above.

We look forward to serving you and appreciate your trust in Sheakley. For questions or assistance, please contact a Sheakley Representative at 513-618-1439 or [rating@sheakley.com](mailto:rating@sheakley.com).



# GROUP RATING PROGRAM

Savings Projection for Rate Year 1/1/2020 to 12/31/2020

BWC Policy # 30000923

**SHEAKLEY / Ohio Schools Council**

**Enrollment Deadline: Thursday May 30, 2019**

**Prepared for: Auburn Vocational School District**

NCCI Code	Base Rate	Projected Annual Payroll*	Projected Individual Rate* -13%	Estimated Individual Premium	*Projected Group Rate* -51%	Estimated Group Premium with BEF
9437	0.0021	\$6,402,114	0.001997	\$12,785	0.001109	\$7,100

\*Above rates include BWC administrative costs.

**PROJECTED SAVINGS: \$5,685**

**Annual Service Fee: \$ 300**

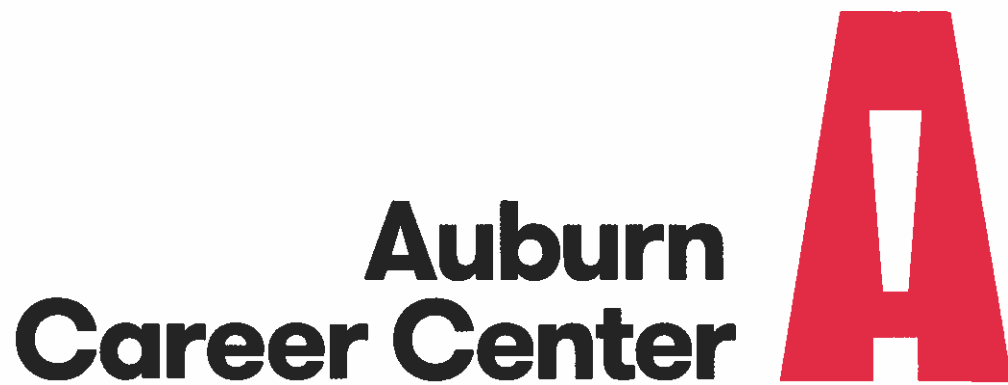
**We look forward to continuing our partnership!**

For questions or assistance, please contact a Sheakley Representative at 513-618-1439 or [rating@sheakley.com](mailto:rating@sheakley.com).

All participants must be in compliance with BWC guidelines:

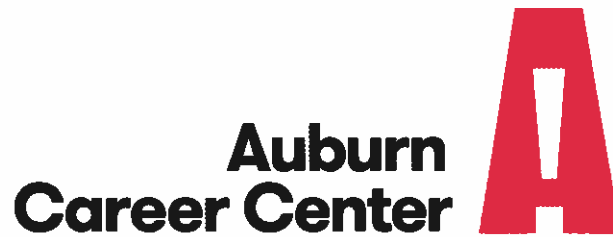
- Maintain a current membership with the sponsoring organization.
- Any premium lapses in excess of 40 days may result in ineligibility from future program participation.
- Failure to report your true-up payroll and pay any additional premium that may be due will result in ineligibility for the current program, future programs, and may also impact any refund from prior year program participations.
- Outstanding BWC balance may result in ineligibility for program participation.
- Forms **MUST** be signed by an officer of the company and **CANNOT** be signed by the CPA/TPA.
- Participant agrees to disclose in full to Sheakley any organizational restructuring, including but not limited to having a relationship with a PEO, purchase or acquisition of any portion of business operations, assets, or employees form another business entity or BWC policy, and/or succession imposed by the BWC. Enrollment into our group acknowledges acceptance of these terms. Any participant that is not in agreement with these terms must notify Sheakley prior to the application deadline so that said policy can be excluded from our group rating program.

This projection is based on current claims costs at the time of review. Sheakley reserves the right to re-evaluate your organization's participation. Program participation as offered by the BWC is subject to current and future administrative, state, and federal rules and regulations.



## *Attachment Item #12*

### *Human Resources*



## Human Resources

April 2, 2019

### *Substitutes - Professional 2018-2019*

Name	Subject
Kaelie Connors	Intervention Specialist

### *High School - Professional 2018-2019*

Name	Title	Amount	Effective Date	Step	Column	Contract
Dennis Harvey	Architecture Project Management Instructor	\$50,303.00 (prorated amount \$11,420.22)	March 20, 2019	5	5	185 Days (pro-rated 42 days)

### *Program Instructor's Extended Days 2018-2019*

Instructor Name	Program	Time
Amy Ryan	Culinary Arts Instructor	2 Days

### *Out-of-State Professional Development Travel*

Employee Name	Title	Location	Purpose of Travel	Date(s) of Travel
Laura Ciszewski	Mobile Applications Technology Instructor	Dallas, TX	Educator Rising - National Competition	June 21, 2019 - June 26, 2019

### *Out-of-State Student Travel*

Student Name	Program	Location	Purpose of Travel	Date(s) of Travel
Serenty Cochran	Teaching Professions Pathway	Dallas, TX	Educator Rising - National Competition	June 21, 2019 - June 26, 2019
Savannah Johnson	Teaching Professions Pathway	Dallas, TX	Educator Rising - National Competition	June 21, 2019 - June 26, 2019



*Attachment Item #17*

*Approve 2019-2020 Adult  
Workforce Student  
Calendar*





# Auburn Vocational School District 2019-2020 Adult Workforce Student Calendar



August 19						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
					2	3
					8	9
					10	11
					12	13
					14	15
					16	17
					18	19
					20	21
					22	23
					24	25
					26	27
					28	29
					30	31

September 19						
Su	Mo	Tu	We	Th	Fr	Sa
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					27	28
					29	30

October 19						
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					29	30
					31	

November 19						
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					27	28
					29	30

December 19						
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					29	30
					31	

January 20						
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					31	

February 20						
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					29	30

March 20						
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April 20						
Su	Mo	Tu	We	Th	Fr	Sa
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May 20						
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June 20						
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					29	30

July 20						
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					25	26
					27	28
					29	30
					31	



## **Adult Workforce Department Important Dates to Remember**

September 2<sup>nd</sup> ~ Labor Day ~ No School

September 17<sup>th</sup> ~ Constitution Day

October 11<sup>th</sup> ~ NEOEA Day ~ No School

November 27<sup>th</sup> -29<sup>th</sup> ~ Thanksgiving Break ~ No School

December 23<sup>rd</sup> -January 3<sup>rd</sup> ~ Winter Break ~ No School

January 20<sup>th</sup> ~ MLK Day ~ No School

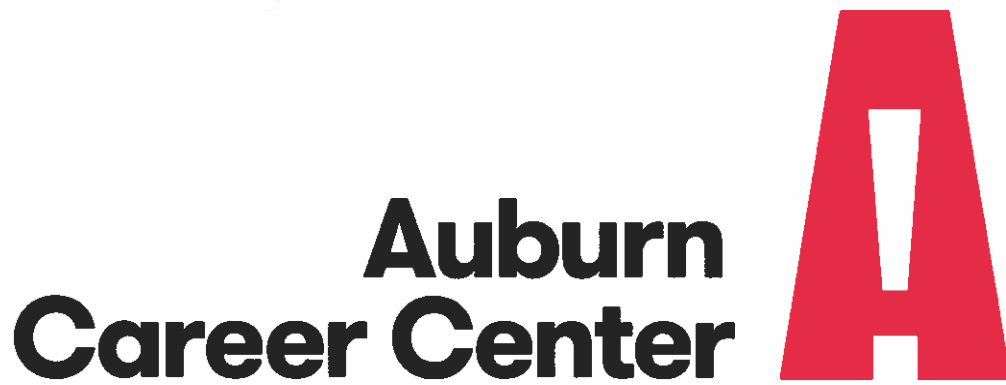
February 17<sup>th</sup> ~ President's Day ~ No School

March 23<sup>rd</sup> – 27<sup>th</sup> ~ Spring Break ~ No School

April 10<sup>th</sup> – 13<sup>th</sup> ~ Spring Break ~ No School

May 25<sup>th</sup> ~ Memorial Day ~ No School

July 3<sup>rd</sup> ~ Independence Day ~ No School



## *Attachment Item #18*

# *Approve Adult Workforce Tuition Amounts for 2019- 2020 School Year*

# Adult Workforce Full-Time Programs

	Industrial Maintenance	Facilities Maintenance	CNC/ Machining	Industrial Electrical Training	Welding	HVAC-R	Automotive Technology	EMT Basic	Paramedic	Fire I/II	Practical Nursing
Tuition	\$6,250	\$6,200	\$6,400	\$3,520	\$5,950	\$5,800	\$5,800	\$1,150	\$6,500	\$2,300	\$12,015
Registration Fee	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Student Fees*	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$0	\$0	\$0	\$0
Supply Fees*	\$550	\$900	\$800	\$80	\$700	\$400	\$500	\$100	\$200	\$300	\$400
Uniform Shirts*	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90	\$90	\$30	\$145
Electronic Resource Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$200	\$0	\$0
Tools	\$0	\$0	\$0	\$0	\$0	\$1,000	\$800	\$0	\$0	\$0	\$130
Bunker Gear Rental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$0
Ulinc	\$0	\$0	\$0	\$0	\$260	\$0	\$0	\$0	\$0	\$0	\$0
ipad	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Books*	\$530	\$234	\$150	\$200	\$30	\$350	\$175	\$250	\$750	\$200	\$990
Certificate Testing	\$0	\$0	\$0	\$0	\$495	\$35	\$0	\$0	\$0	\$0	\$340
ATI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$161
OSHA	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$0	\$0	\$0	\$0
Tow Motor Training*	\$150	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amatrol Activation Fee*	\$170	\$0	\$0	\$170	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Amount</b>	<b>\$7,925</b>	<b>\$7,759</b>	<b>\$7,625</b>	<b>\$4,245</b>	<b>\$7,710</b>	<b>\$7,860</b>	<b>\$7,550</b>	<b>\$1,720</b>	<b>\$7,770</b>	<b>\$3,360</b>	<b>\$14,211</b>

Prices to take effect for 2019-2020 School Year 7/1/19

\*Adjustments may be made to prices to accommodate increases



# *Attachment Item #19A*

## *Consent Agenda Business Partnership Affiliation Agreements*



**Affiliation Agreement  
Between  
Auburn Career Center  
And  
Finelli Iron Works**  
30815 Solon Rd., Cleveland, OH 44139  
440-248-0050

***Auburn's Business Partnership Program***

This agreement is entered into on this March , 2019 by and between Auburn Career Center and Finelli Iron Works

WHEREAS, Auburn Career Center is currently conducting educational programs in Career and Technical Education and desires to obtain workforce training and workforce education for the students enrolled in it education programs in conjunction with Finelli Iron Works

WHEREAS, Finelli Iron Works has the facilities and is willing to provide workforce experience at its facilities to students enrolled in the said educational programs of Auburn Career Center.

NOW THEREFORE, in consideration of the mutual agreement set forth herein, between Finelli Iron Works and Auburn Career Center the following aspects of affiliation are described:

1. **General Information**

- a. The length of the student assignment for the Business Partnership Program experience will be by mutual decision.
- b. If a student is unable to meet the requirements of the described workforce experiences, a conference between the Career Teacher of the respective program and Business Partnership Program Liaison at Auburn Career Center and the supervisor or designee shall be held to determine the appropriate course of action.

Auburn will, however, have final responsibility for determining the academic status of students. Finelli Iron Works may refuse to permit a student to return if student's actions pose a risk to anyone.

- c. **The students are to be responsible for transportation and transportation costs while affiliating Finelli Iron Works.**
- d. **The students, while at Finelli Iron Works are to wear appropriate attire mutually agreed upon between Finelli Iron Works and Auburn.**
- e. **It is agreed by both parties that there shall be no discrimination on the basis of race, religion, creed, sex, national origin and will provide reasonable accommodations for individuals with disabilities.**
- f. **The students will conform to the Policies & Procedures of Finelli Iron Works and follow all directives of staff. Students will be informed by Auburn of general regulations and minimum safety standards including fire safety procedures, hazardous material, and sanitation and safety management.**
- g. **Any stipend or any other compensation paid to the students for their work as part of the Business Partnership Program will be integrated into the Business Partnership expectations for the intern by Finelli Iron Works. Otherwise, all work and work products will be considered to be on a volunteer basis unless other arrangements have been made.**
- h. **The students who are not being paid or compensated are not considered employees of Finelli Iron Works, therefore the students will not be covered by social security, unemployment compensation, worker's compensation, and institutions, liability coverage or any other employment related benefit. Unless, the agreement between Finelli Iron Works and the student arranged a wage.**
- i. **Auburn may refer to the affiliation with Finelli Iron Works in its catalog and in other public information materials regarding its programs. Finelli Iron Works may refer to the affiliation with Auburn in its brochures and other public information materials having to do with education programs. Each party reserves the right to a final review and approval of its parties reference in any and all public information materials.**
- j. **Confidentially will be observed by students and Auburn instructors, staff and/or supervisors.**
- k. **Finelli Iron Works will administer emergency medical treatment (if applicable) to the student and call 911, if necessary for injury or illness suffered during the Business Partnership experience. The cost of such treatment will be the responsibility of the individual student or their family.**

**2. Responsibilities of Auburn Career Center**

- A.) Auburn will provide a Business Partnership Program Liaison or Career Teacher to coordinate with Finelli Iron Works and communicate on a weekly basis.
- B.) Auburn shall require all students participating in the Business Partnership Program to have on record with Auburn any current health records needed for in accordance with workplace regulations.
- C.) Auburn may withdraw any student from Finelli Iron Works if proper supervision or education is not provided.

**3. Responsibilities of Finelli Iron Works**

- a. Finelli Iron Works shall provide physical facilities and environment needed for the Business Partnership experience of the students assigned to its facility, within the limits and abilities of Finelli Iron Works. Privileges will include parking.
- b. Finelli Iron Works shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. Finelli Iron Works may request Auburn to withdraw its intern from the Business Partnership experience if the work performance or behavior is unsatisfactory or disruptive, or whose health status is a detriment to the student's successful completion of the Business Partnership experience assignment.

**4. Terms of Agreement**

- a. The agreement is not assignable, but is binding on the corporate successor of the parties.
- b. This agreement is not a third-party beneficiary affiliation agreement and confers no rights upon any students or employees of the parties.
- c. The agreement may be terminated by either party on written notice of said intent, delivered by certified mail upon the other party at least thirty (30) days prior to said cancellation date.
- d. It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendments.
- e. This agreement shall be binding when executed by both parties.
- f. This agreement supersedes all prior written and oral agreements between the parties.
- g. This agreement will be governed by the laws of the State of Ohio.

- h. This agreement is for a term of the remainder of the 2017-2019 school year unless terminated by either party.
- i. The delay or failure of performance by either party shall not constitute default under the terms of this agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this agreement shall be immediate termination.

**IN WITNESS WHEREOF**, the parties execute this Agreement by person who warrants that they have the authority to execute this agreement.

Angelo C. Fielli  
Employer Signature

3-13-19  
Date

ANGELO C. FIAELLI  
Employer Printed Name

3-13-19  
Date

\_\_\_\_\_  
Auburn Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Auburn Printed Name

\_\_\_\_\_  
Date





**Business Partnership Program Affiliation Agreement Between  
Auburn Career Center  
&  
THE LINCOLN ELECTRIC COMPANY  
22801 St. Clair Ave., Euclid, OH 44117**

**Auburn's Business Partnership Program**

This agreement is entered into on this 11 day of March, 2019 by and between Auburn Career Center ("Auburn") and THE LINCOLN ELECTRIC COMPANY ("Lincoln"), each a "Party" and collectively "the Parties".

WHEREAS, Auburn has established a Business Partnership Program ("Program") where Auburn partners with Northeast Ohio businesses to expand the education and training opportunities of select Auburn students;

WHEREAS, certain Auburn students will be selected for a paid internship through the Program;

WHEREAS, Auburn desires for Lincoln to affiliate with Auburn's Program as a means for Auburn to place interns at Lincoln in furtherance of Auburn's educational programs in Career and Technical Education and to obtain workforce training and workforce education;

WHEREAS, Lincoln has the facilities and desire to provide workforce experience and training in the form of paid internships to students enrolled in the Program.

NOW THEREFORE, in consideration of the mutual agreements set forth herein between Lincoln and Auburn, the following mutually agreed upon aspects of affiliation are described:

**1. General Information**

- a. The parties will mutually agree upon the duration of each internship through the Program.
- b. If a student intern is unable to meet the requirements of the described workforce experiences of the Program, a conference between the Auburn teacher, the Program Liaison at Auburn, and the Lincoln supervisor or designee shall be held to determine the appropriate course of action. Auburn will, however, have final responsibility for determining the academic status of

students in the Program. Lincoln will make the final determination whether to permit a student to return to his/her paid internship at a Lincoln facility.

- c. Student interns participating in the Program will be responsible for all transportation and transportation costs while working as interns at Lincoln.
- d. Student interns participating in the Program will be required to acknowledge receipt of and comply with all requirements set forth in the then current Lincoln Employee Handbook ("Handbook"). Said Handbook will be given to each student intern participating in the Program prior to the student intern's first day on the job.
- e. Auburn may refer to the affiliation with Lincoln in its catalog and in other public information materials regarding its programs with the prior consent of Lincoln. Such consent will not be unreasonably withheld. Lincoln may refer to the affiliation with Auburn in its brochures and other public information materials having to do with education programs with the prior consent of Auburn. Such consent will not be unreasonably withheld.
- f. Confidentiality will be observed by students and Auburn instructors, staff and/or supervisors pursuant to Lincoln's confidentiality agreement set forth in Lincoln's Employee Handbook.

## **2. Responsibilities of Auburn Career Center**

- a. Auburn will provide a Program Liaison or Career Teacher to coordinate with Lincoln and communicate with the Lincoln supervisor on a weekly basis regarding the performance of each intern.
- b. Auburn shall require all students participating in the Program to have on record with Auburn any current health records needed in accordance with workplace regulations.
- c. Auburn may withdraw any student from the internship at Lincoln if proper supervision or education is not provided.

## **3. Responsibilities of Lincoln**

- a. Lincoln shall provide physical facilities, environment workforce experience, and training needed for the internship experience of the students assigned to its facility, within the limits and abilities of Lincoln. Privileges will include parking.
- b. Lincoln shall provide an orientation for the student intern at the beginning of the internship assignment.

- c. Lincoln may remove a student intern from the Program if Lincoln determines that the student intern's work performance or behavior is unsatisfactory or disruptive.

**4. Terms of Agreement**

- a. This agreement is not assignable, but is binding on any corporate successor of either Party.
- b. This agreement is not a third-Party beneficiary affiliation agreement and confers no rights upon any students or employees of the parties.
- c. This agreement may be terminated by either Party on written notice of said intent, delivered by certified mail upon the other Party at least thirty (30) days prior to said cancellation date. Either Party may terminate this agreement immediately upon the breach of the other Party.
- d. It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendments.
- e. This agreement shall be binding when executed by both parties.
- f. This agreement supersedes all prior written and oral agreements between the parties.
- g. This agreement is governed by the laws of the State of Ohio.
- h. This agreement expires on July 15, 2019, and will automatically renew unless otherwise terminated by either Party pursuant to the terms of this agreement.
- i. The delay or failure of performance by either Party shall not constitute default under the terms of this agreement, nor shall it give rise to any claims against either Party for damages. The sole remedy for breach of this agreement shall be immediate termination of this Agreement and all student internships at Lincoln.

**[The remainder of this page is intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties execute this agreement by a person who warrants that they have the authority to execute this agreement as of the date first set forth above.

**THE LINCOLN ELECTRIC COMPANY**

*ALL* *DATE* *3-14-19*  
\_\_\_\_\_  
Signature

*Adam Little*  
\_\_\_\_\_  
Printed Name

**AUBURN CAREER CENTER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



**Affiliation Agreement  
Between  
Auburn Career Center  
And  
A.K. Electric  
Chardon, OH 44024**

***Auburn's Business Partnership Program***

This agreement is entered into on this March, 2019 by and between Auburn Career Center and A.K. Electric

WHEREAS, Auburn Career Center is currently conducting educational programs in Career and Technical Education and desires to obtain workforce training and workforce education for the students enrolled in it education programs in conjunction with A.K. Electric

WHEREAS, A.K. Electric has the facilities and is willing to provide workforce experience at its facilities to students enrolled in the said educational programs of Auburn Career Center.

NOW THEREFORE, in consideration of the mutual agreement set forth herein, between A.K. Electric and Auburn Career Center the following aspects of affiliation are described:

**1. General Information**

- a. The length of the student assignment for the Business Partnership Program **experience** will be by mutual decision.
- b. If a student is unable to meet the requirements of the described workforce experiences, a conference between the Career Teacher of the respective program and Business Partnership Program Liaison at Auburn Career Center and the supervisor or designee shall be held to determine the appropriate course of action.

Auburn will, however, have final responsibility for determining the academic status of students. A.K. Electric may refuse to permit a student to return if student's actions pose a risk to anyone.

- c. The students are to be responsible for transportation and transportation costs while affiliating A.K. Electric.
- d. The students, while at A.K. Electric are to wear appropriate attire mutually agreed upon between A.K. Electric and Auburn.
- e. It is agreed by both parties that there shall be no discrimination on the basis of race, religion, creed, sex, national origin and will provide reasonable accommodations for individuals with disabilities.
- f. The students will conform to the Policies & Procedures of A.K. Electric and follow all directives of staff. Students will be informed by Auburn of general regulations and minimum safety standards including fire safety procedures, hazardous material, and sanitation and safety management.
- g. Any stipend or any other compensation paid to the students for their work as part of the Business Partnership Program will be integrated into the Business Partnership expectations for the intern by A.K. Electric. Otherwise, all work and work products will be considered to be on a volunteer basis unless other arrangements have been made.
- h. The students who are not being paid or compensated are not considered employees of A.K. Electric, therefore the students will not be covered by social security, unemployment compensation, worker's compensation, and institutions, liability coverage or any other employment related benefit. Unless, the agreement between A.K. Electric and the student arranged a wage.
- i. Auburn may refer to the affiliation with A.K. Electric in its catalog and in other public information materials regarding its programs. A.K. Electric may refer to the affiliation with Auburn in its brochures and other public information materials having to do with education programs. Each party reserves the right to a final review and approval of its parties reference in any and all public information materials.
- j. Confidentially will be observed by students and Auburn instructors, staff and/or supervisors.
- k. A.K. Electric will administer emergency medical treatment (if applicable) to the student and call 911, if necessary for injury or illness suffered during the Business Partnership experience. The cost of such treatment will be the responsibility of the individual student or their family.

2. **Responsibilities of Auburn Career Center**

- A.) Auburn will provide a Business Partnership Program Liaison or Career Teacher to coordinate with A.K. Electric and communicate on a weekly basis.
- B.) Auburn shall require all students participating in the Business Partnership Program to have on record with Auburn any current health records needed for in accordance with workplace regulations.
- C.) Auburn may withdraw any student from A.K. Electric if proper supervision or education is not provided.

3. **Responsibilities of A.K. Electric**

- a. A.K. Electric shall provide physical facilities and environment needed for the Business Partnership experience of the students assigned to its facility, within the limits and abilities of A.K. Electric. Privileges will include parking.
- b. A.K. Electric shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. A.K. Electric may request Auburn to withdraw its intern from the Business Partnership experience if the work performance or behavior is unsatisfactory or disruptive, or whose health status is a detriment to the student's successful completion of the Business Partnership experience assignment.

4. **Terms of Agreement**

- a. The agreement is not assignable, but is binding on the corporate successor of the parties.
- b. This agreement is not a third-party beneficiary affiliation agreement and confers no rights upon any students or employees of the parties.
- c. The agreement may be terminated by either party on written notice of said intent, delivered by certified mail upon the other party at least thirty (30) days prior to said cancellation date.
- d. It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendments.
- e. This agreement shall be binding when executed by both parties.
- f. This agreement supersedes all prior written and oral agreements between the parties.
- g. This agreement will be governed by the laws of the State of Ohio.
- h. This agreement is for a term of the remainder of the 2018-2019 school year unless terminated by either party.

- i. The delay or failure of performance by either party shall not constitute default under the terms of this agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this agreement shall be immediate termination.

**IN WITNESS WHEREOF**, the parties execute this Agreement by person who warrants that they have the authority to execute this agreement.

  
\_\_\_\_\_  
Employer Signature

3-8-19  
\_\_\_\_\_  
Date

Brad Manary  
\_\_\_\_\_  
Employer Printed Name

3-8-19  
\_\_\_\_\_  
Date

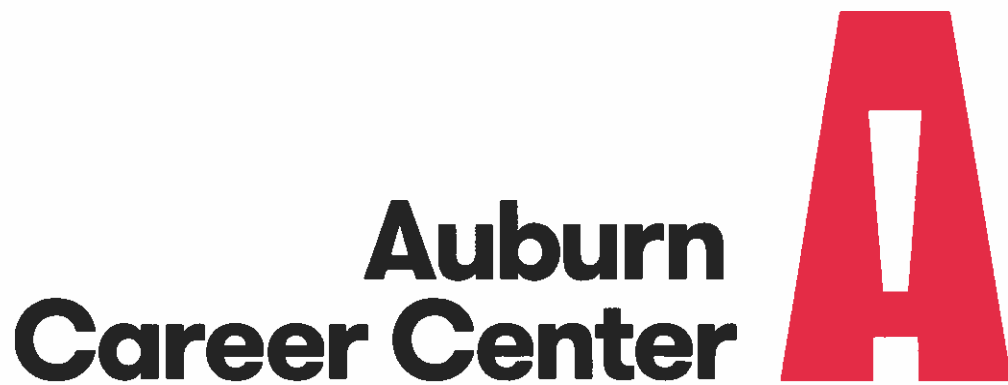
  
\_\_\_\_\_  
Suburn Signature

3/1/2019  
\_\_\_\_\_  
Date

Kyle Apula  
\_\_\_\_\_  
Suburn Printed Name

3/8/2019  
\_\_\_\_\_  
Date





*Attachment Item #19B*

*Consent Agenda  
Teaching Professions  
Pathway Affiliation  
Agreement*



**Affiliation Agreement  
Between  
Auburn Career Center  
And  
iSTEM**

8140 Auburn Road, Concord, OH 44077

***Auburn's Teaching Professions Pathway Program***

This agreement is entered into on this March 2019, by and between Auburn Career Center and iSTEM.

WHEREAS, Auburn Career Center is currently conducting educational programs in Career and Technical Education and desires to obtain workforce training and workforce education for the students enrolled in it education programs in conjunction with iSTEM.

WHEREAS, iSTEM has the facilities and is willing to provide workforce experience at its facilities to students enrolled in the said educational programs of Auburn Career Center.

NOW THEREFORE, in consideration of the mutual agreement set forth herein, between iSTEM and Auburn Career Center the following aspects of affiliation are described:

**1. General Information**

- a. The length of the student assignment for the Teaching Professions Pathway experience will be by mutual decision.
- b. If a student is unable to meet the requirements of the described workforce experiences, a conference between the Career Teacher of the respective program and the Teaching Professions Pathway Instructor at Auburn Career Center and the supervisor or designee shall be held to determine the appropriate course of action.

Auburn will, however, have final responsibility for determining the academic status of students. iSTEM may refuse to permit a student to return if student's actions pose a risk to anyone.

- c. The students are to be responsible for transportation and transportation costs while affiliating at iSTEM.

- d. The students, while at iSTEM are to wear business casual attire mutually agreed upon between iSTEM and Auburn.
- e. It is agreed by both parties that there shall be no discrimination on the basis of race, religion, creed, sex, national origin and will provide reasonable accommodations for individuals with disabilities.
- f. The students will conform to the Policies & Procedures of iSTEM and follow all directives of staff. Students will be informed by Auburn of general regulations and minimum safety standards including fire safety procedures, hazardous material, and sanitation and safety management.
- g. There is no compensation paid to the students for their work as part of the Teaching Professions Pathway Program. All work and work products will be considered to be on a volunteer basis unless other arrangements have been made.
- h. The students who are not being paid or compensated are not considered employees of iSTEM, therefore the students will not be covered by social security, unemployment compensation, worker's compensation, and institutions, liability coverage or any other employment related benefit.
- i. Auburn may refer to the affiliation with iSTEM in its catalog and in other public information materials regarding its programs. iSTEM may refer to the affiliation with Auburn in its brochures and other public information materials having to do with education programs. Each party reserves the right to a final review and approval of its parties reference in any and all public information materials.
- j. Confidentially will be observed by students and Auburn instructors, staff and/or supervisors.
- k. iSTEM will administer emergency medical treatment (if applicable) to the student and call 911, if necessary for injury or illness suffered during the Teaching Professions Pathway program experience. The cost of such treatment will be the responsibility of the individual student or their family.

**2. Responsibilities of Auburn Career Center**

- A.) Auburn will provide a Teaching Professions Pathway Program Liaison or Career Teacher to coordinate with iSTEM and communicate on a weekly basis.
- B.) Auburn shall require all students participating in the Teaching Professions Pathway Program to have on record with Auburn any

current health records needed for in accordance with workplace regulations.

- C.) Auburn may withdraw any student from iSTEM if proper supervision or education is not provided.

**3. Responsibilities of iSTEM**

- a. iSTEM shall provide physical facilities and environment needed for the Teaching Professions Pathway experience of the students assigned to its facility, within the limits and abilities of iSTEM. Privileges will include parking.
- b. iSTEM shall provide an orientation for the intern at the beginning of the Teaching Professions Pathway Program assignments.
- c. iSTEM may request Auburn to withdraw its intern from the Teaching Professions Pathway experience if the work performance or behavior is unsatisfactory or disruptive, or whose health status is a detriment to the student's successful completion of the Teaching Professions Pathway experience assignment.

**4. Terms of Agreement**

- a. The agreement is not assignable, but is binding on the corporate successor of the parties.
- b. This agreement is not a third-party beneficiary affiliation agreement and confers no rights upon any students or employees of the parties.
- c. The agreement may be terminated by either party on written notice of said intent, at least ten (10) days prior to said cancellation date.
- d. It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendments.
- e. This agreement shall be binding when executed by both parties.
- f. This agreement supersedes all prior written and oral agreements between the parties.
- g. This agreement will be governed by the laws of the State of Ohio.
- h. This agreement is for a term of the remainder of the 2019-2020 school years unless terminated by either party.
- i. The delay or failure of performance by either party shall not constitute default under the terms of this agreement, nor shall it give rise to any

claims against either party for damages. The sole remedy for breach of this agreement shall be immediate termination.

**IN WITNESS WHEREOF**, the parties execute this Agreement by person who warrants that they have the authority to execute this agreement.

Tamee Tucker  
Administrator Signature

3/8/19  
Date

Tamee Tucker  
Administrator Printed Name

3/8/19  
Date

\_\_\_\_\_  
Auburn Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Auburn Printed Name

\_\_\_\_\_  
Date



*Attachment Item #19C*

*Consent Agenda  
Lease Agreement with  
Viviani Family Limited  
Partnership*



## *This Lease*

*Made at Mentor Ohio, This \_\_\_\_\_ day of March in the year Two Thousand Nineteen  
By and between Viviani Family Limited Partnership, Who, with its heirs, executors,  
administrators and assigns, is are hereinafter Called the LESSOR, and Auburn  
Vocational School District, Who, with their heirs, executors, administrators and assigns,  
is are hereinafter called the LESSEE:*

*Witnesses, That the Lessor does hereby let and lease unto the Lessee the premises  
situated in the City of Painesville, County of Lake, And State of Ohio, and known and  
described as follows to wit:*

*An Office Unit, comprised of approximately 1981 square feet, located in a multi-tenant  
building and known as 70A & 300A North St. Clair, Painesville, Ohio 44077.*

*Said premises are to be used and occupied for the legal use of the undersigned.*



***To Have and to Hold*** unto the LESSEE for the term of 1 Year Commencing on the First day of July in the year Two Thousand Nineteen, and ending on the Thirtieth day of June in the year Two Thousand Twenty, upon the covenants and agreements herein set forth: ---

*The LESSEE hereby covenants and agrees to pay the LESSOR as rent for said premises during set term, the sum of Sixteen Thousand Three Hundred Forty Four Dollars (\$16,344.00 ) per Term, payable at the office of the LESSOR or of LESSOR'S agent, in monthly installments of One Thousand Three Hundred Sixty Two Dollars (\$1,362.00 ) each in advance upon the first day of every calendar month during said term.*

*There will be Five One year options to renew at Increases of Cost of Living calculated by the increase of all goods and services as determined by the Consumer Price Index (CPI) for Cleveland, OH*

**The LESSEE further acknowledges and agrees as follows, to-wit:**

1. That LESSEE has examined and knows the condition of said premises and has received the same in good order and repair, except as herein otherwise specified, and that no representations as to the condition or repair thereof have been made by LESSOR or LESSOR'S agent that are not herein expressed; and that LESSEE will keep said premises in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will keep said premises and appurtenances, including adjoining areas, alleys, and sidewalks, in a clean, safe and healthy condition according to the city ordinances and the direction of the proper public officers during the term of this lease at LESSEE'S own expense; will clean the snow and ice from the sidewalks contiguous to said premises.
2. That LESSEE will use and occupy said premises and appurtenances in a careful, safe and proper manner, and will at LESSEE'S expense comply with the directions of the proper public officers as to the use, repair and maintenance thereof; and LESSEE will not allow said premises to be used for any purpose or in any way that will increase the rate of insurance thereon, or for any purpose other than that hereinbefore specified, nor to be occupied in whole or in part by any other person; and will not bring nor suffer to be brought into or upon said premises any substances or force that will increase the hazard of fire in or on said premises; and will not permit, whether spirituous, vinous or fermented, to be sold either at wholesale or retail on said premises; and will not permit any transfer by operation of law of LESSEE'S interest in said premises acquired through this lease; and will not permit said premises to be used for any unlawful purpose or in any way that will injure the reputation of the same or of the building of which they are a part, or disturb the tenants of such building or the neighborhood; and will not permit said premises to remain vacant or unoccupied for more than ten (10) consecutive days; and will not permit any alteration of or upon any part of said demised premises, nor allow any sign or placard posted or placed thereon, except by written consent of LESSOR. All alterations and additions to said premises shall remain for the benefit of the LESSOR unless otherwise provided in said written consent.
3. That LESSEE will pay (in addition to the rents herein specified) all water rents levied or charged against said premises for and during the term for which this lease is granted; and in case no water rents are levied or charged specifically against said premises,

LESSEE will pay to LESSOR water rent any city rates for the amount of water registered during the term of this lease by the re-registering meter connected with the water pipes supplying said premises; and in case any such water rent is not paid by LESSEE at the time when water rent is payable to the proper city officials, LESSOR may nevertheless pay the same to such officials. Any amounts so paid by LESSOR and any amounts paid by LESSOR to keep said property in a clean, safe, and healthy condition as hereinbefore specified, or to make up any default on LESSEE'S part to fulfill LESSEE'S covenants herein written, hereby agreed and declared to be so much additional rent and shall be due and payable with the next installment of rent due thereafter under this lease.

4. That LESSEE will deliver up and surrender to the LESSOR possession of the premises hereby leased upon the expiration of this lease or its termination in any way, in as good condition and repair as the same shall be at the commencement of said term (loss by fire and ordinary wear and decay only accepted) and deliver the keys at the office of LESSOR or LESSOR'S agent or to the janitor of said building.
5. That the LESSOR may have free access to the premises at all reasonable times for the purpose of examining the same or to make any alterations or repairs to the building that LESSOR may deem necessary for its safety or preservation, and also during the last three (3) months of the term of this lease for the purpose of exhibiting said premises and putting up the usual notice "to rent" or "for sale", which notice shall not be removed, obliterated, or hidden by LESSEE.
6. That the LESSOR shall not be liable for any damage occasioned by failure to keep said premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, or sewage or the bursting, leaking or running of any cistern, tank, washstand, water closet or waste pipe in, above, upon or about said building or premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door or otherwise, nor for any damage arising from acts or negligence of co-tenants or other occupants of the same building, or any owners or occupants of adjoining or contiguous property.
7. That if default be made in payment of said rent or any part thereof or in fulfillment of any of the covenants or agreements herein specified to be fulfilled by the LESSEE, or if any waste be committed or unnecessary damage done upon or to said premises, the LESSOR may, at LESSOR'S election at any time while such default continues or before the replacement or repair of such waste or damage, without notice declare the said term ended and enter into possession of said premises and sue for and recover all rents and damages accrued or accruing under this lease or arising out of any violation thereof; or LESSOR may sue and recover without declaring this lease void or entering into possession of said premises.
8. That every demand for rent due wherever and whenever made shall have the same effect as if made at the time it falls due and at the place payment or on the premises; and after the service of any notice or commencement of any suit, or final judgment therein, LESSOR may receive and collect any rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment. Any notice or summons to be served by or on behalf of LESSOR upon LESSEE under this lease or in connection with any preceding or action growing out of this lease or the tenancy arising there from, may be sufficiently served by leaving such notice or summons addressed to LESSEE upon the said demised premises.
9. That the LESSOR will make good faith efforts to correct any breach of the terms of this lease agreement on the part of the LESSOR. The LESSEE must notify the LESSOR in writing of any such breach and after ten (10) days notice to the LESSOR of its failure to

make good faith efforts to correct such breach, the LESSEE may sue to enforce the terms of this lease agreement or declare this lease agreement terminated.

10. **SECURITY DEPOSIT:** The LESSEE must remit \$0.00 to apply as security deposit against the faithful performance of all the lease terms and conditions. This charge will be posted to the monthly rental statement, and must be paid on receipt of keys to the space. If at the expiration of the lease term, or of the option period, if exercised, the LESSEE is not in default of any of the lease terms and conditions, the security deposit shall be returned to the LESSEE. This security deposit shall not bear interest and shall not be used by the LESSEE as payment of any monthly lease payment due during the term of this lease or any option period exercised.
11. **UTILITIES:** Throughout the term of the lease and any renewal thereof, LESSEE shall pay promptly all utility charges as determined by meters serving the premises, to include gas, electric charges, for only the premises area specifically leased by LESSEE.
12. **COMMON AREA CHARGES:** LESSEE will pay proportionate share of Common area charges. These are Water, Sewer, Trash Removal, and Bathroom Cleaning and Supplies. The LESSEE'S percentage will be  $1981/10071 = 19.7\%$ .
13. **PARKING:** LESSEE shall have free and full use of parking facilities provided for the building, in common with other tenants.
14. **SNOW REMOVAL&LANDSCAPING:** Throughout the term of the lease and any renewal thereof, LESSEE, together with other tenants in the building, shall share, on a pro-rata basis, the expense for snow removal for the parking areas and driveways. LESSEE shall also share the expenses of landscape maintenance and replacement. LESSEE'S portion of the within expenses shall be determined in proportion to the share occupied for the demised premises by the LESSEE.
15. **INSURANCE:** The LESSOR shall, throughout the term of the lease or any renewal thereof, maintain normal fire and windstorm insurance covering the demised premises.

Each party recognizes that every agreement represents an assumption of risk and that neither party, in entering this lease agreement, underwrites or assumes the other's risks in any manner. Each party shall only be responsible for its negligent or intentional acts or omissions and the negligent or intentional acts or omissions of their respective employee's, officers, or agents-to the extent either party may be liable under applicable law.

The LESSEE shall carry and pay all premiums for public liability insurance in limits of not less than Three Hundred Thousand Dollars (\$300,000.00) bodily injury per person and Five Hundred Thousand Dollars (\$500,000.00) per accident and One Hundred Thousand Dollars (\$100,000.00) on account of damage to property. Such policy or policies shall name the LESSOR as an additional insured hereunder. Lessee shall deposit memorandum copies of certificates of such policy or policies with LESSOR.

The LESSEE covenants and agrees that it will not use the lease premises or permit the same to be used in any manner or for any purpose which will cause a rise in the insurance rates on said premises.

The LESSEE shall be responsible for contents insurance.

Also, any operation or manufacturing changes by the LESSEE, which result in an increase of insurance cost to LESSOR shall be passed on to the LESSEE as additional lease costs.

16. **SIGNS:** The LESSOR shall provide sign area in front of the building and shall designate size of sign in accordance with the city sign ordinance and in conformity with sign policies promulgated by LESSOR.
17. **MAINTENANCE:** During the term of the lease or any renewal thereof, the LESSEE shall be permitted to make such alterations on the leased premises as do not affect the structure of the building, providing said alterations are made at the LESSEE'S sole expense and providing further that said alterations are removed at the termination of the lease and the premises restored to the condition as delivered, normal wear and tear excepted, if requested by the LESSOR.
18. **MAINTENANCE EXTERIOR:** Throughout the term of the lease and any renewal thereof, LESSOR shall be responsible for all exterior maintenance, including the roof and the parking areas, and exterior walls, sidewalks, sewer and water lines, and other conduits from the lot line to the building of which the demised premises are a part, and shall pay for all painting and upkeep of the exterior of the building, where the damage has not been caused by reason of the negligence of the LESSEE.
19. **REAL ESTATE TAXES AND ASSESSMENTS:** The LESSOR shall, throughout the term of the lease and any renewal thereof, pay all real estate taxes and assessments levied against the demised premises. LESSEE shall pay any increase in real estate taxes levied against the demised premises in a share proportionate to the share of the premises occupied by the LESSEE.
20. **SUBLETTING:** Throughout the term of the lease and any renewal thereof, LESSEE shall have the right to sublease the premises. However, LESSOR shall have the right to approve the sublease, which approval shall not be unreasonably withheld.
21. **NOTICES:** All notices, demands, and requests that may or are required to be given by either party to the other shall be in writing. All such demands, notices and requests by LESSEE to LESSOR shall be sent to Viviani FLP, 36235 Ridge Rd, Willoughby, Ohio 44094, or to such other place as LESSOR may, from time to time, designate in writing. All rental payments shall be made payable the Viviani Family Limited Partnership, and sent to the above address.
22. **RENTAL PAYMENTS:** Rental payments which are made more than 10 days after the due date contained herein shall be increased by the addition of a charge of 1% per month (12% Annualized) of said overdue rental payment.
23. LESSEE agrees to execute, acknowledge and deliver upon request such documents as LESSOR may reasonable request to subordinate this lease to any mortgage acquired by LESSOR to the lease premises.
24. IT is agreed that the printed provision herein shall not apply when inconsistent with the express typewritten portions of this lease.
25. **HOLDING OVER:** If, at the expiration of this lease or any renewal thereof, without approval of LESSOR, LESSEE should remain in possession of the lease premises or any part thereof, without the approval of the LESSOR, such holding over by LESSEE shall constitute a tenancy from month to month at 125% of the existing Rental amount and

upon the same conditions except as to term, as shall have been in effect at the time of the expiration of this lease or any renewal thereof.

26. LESSOR may retake possession of the premises, upon breach of LESSEE by summary proceedings or otherwise, without terminating this lease, and the commencement and prosecution of any action by LESSOR in forcible entry and detainer, ejection or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the premises, or the recovery of possession without resort to legal process including, without limitation, the termination of utility service to, removal of personal property from and the changing of locks upon the premises, shall not be construed as an election to terminate this lease or to absolve or discharge LESSEE from any of its obligations and liabilities for the remainder of the term of this lease, and LESSEE will, notwithstanding such reentry, continue to be liable for the payment of rent and the performance of other covenants and conditions hereof and will pay to LESSOR all deficits after any such rent in monthly installments as the amount of such deficits from time to time are ascertained; provided that LESSOR may at any time following such reentry during the remaining unexpired term hereof, without further notice to LESSEE, terminate this lease.
27. LESSEE acknowledges receipt of two (2) sets of keys for lease space. LESSEE must return these keys at the expiration of the lease period. If keys are not returned, LESSEE shall be responsible for all costs to replace the KEYS.

**And the LESSOR** hereby covenants and agrees that if the LESSEE shall perform all the covenants and agreements herein stipulated to be performed on LESSEE'S part the LESSEE shall be at all times during said term have the peaceable and quiet enjoyment and possession of said premises without any manner of let or hindrance from the LESSOR or any person or persons lawfully claiming said premises.

*In Witness Whereof*, the parties have hereunto set their hands as of the date first above written.

**Signed in the presence of:**

**LESSOR:**

***Viviani Family Limited Partnership.***

\_\_\_\_\_  
**Witness**

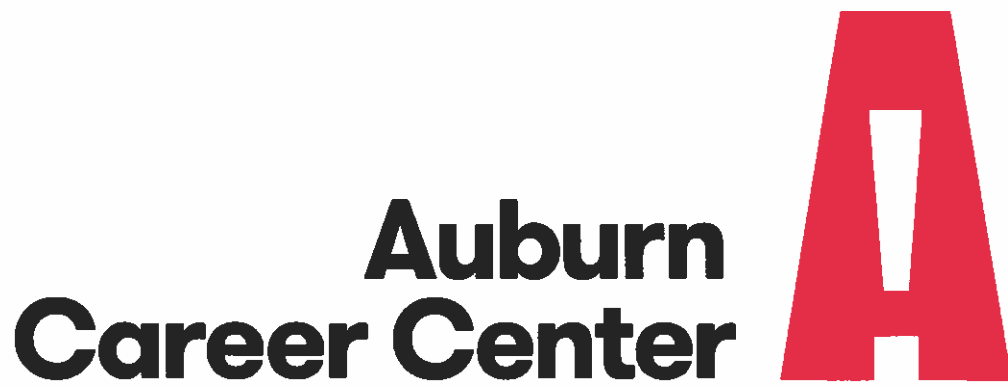
**By:** \_\_\_\_\_  
***Randy. Viviani***

**LESSEE: Auburn Vocational  
School District**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_





*Attachment Item #20*

*Policy Modifications:  
First Reading*





Book	Policy Manual
Section	Vol. 37, No. 2 - January 2019
Title	Vol. 37, No. 2 - January 2019 Revised PROCUREMENT - FEDERAL GRANTS/FUNDS
Code	po6325
Status	From Neola
Adopted	May 3, 2016
Last Revised	June 6, 2017

### 6325 - PROCUREMENT - FEDERAL GRANTS/FUNDS

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326), including affirmative steps for small and minority businesses and women's business enterprises, for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3110 and Policy 4110 - Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

#### Competition

All procurement transactions paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business
- B. unnecessary experience and excessive bonding requirements
- C. noncompetitive contracts to consultants that are on retainer contracts
- D. organizational conflicts of interest
- E. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement
- F. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless 1) an applicable Federal statute expressly mandates or encourages a geographic preference; or 2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District

allows vendors to apply for consideration to be placed on the list Annually [insert frequency. See Drafting Note].

**[Drafting Note: The District shall allow vendors not on the pre-qualified list to apply for placement on the list periodically. The District may determine how frequently the pre-qualified list becomes open for new vendors or whether it is open continuously.]**

#### Solicitation Language

The District shall require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

#### Procurement Methods

The District shall utilize the following methods of procurement:

##### A. Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$ 5000 [not to exceed \$10,000]. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

##### B. Small Purchases

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$ 20,000 [not to exceed \$250,000]. Small purchase procedures require that price or rate quotations shall be obtained from ( ) \_\_\_\_\_ (✓) an adequate number of qualified sources. **[Drafting Note: The District may define in policy how many quotations are adequate. The number must be greater than one (1).]**

##### C. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to more than \$ 50,000 [the lesser of the established Small Purchase threshold or \$250,000] and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$50,000.

In order for sealed bidding to be feasible, the following conditions shall be present:

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from ( ) \_\_\_\_\_ (✓) an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
4. A firm fixed price contract award will be made in writing to the lowest responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
5. The Board reserves the right to reject any or all bids for sound documented reason.

##### D. Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used

when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method. **[Drafting Note: Federal law does not require a competitive proposal unless the procurement is for over \$250,000. The State/District may set a lower threshold for sealed bids and competitive proposals. Ohio law requires sealed bids when the Board seeks to build, repair, enlarge, improve, or demolish a school building/facility if the cost will exceed \$50,000 (see Policy 6320).]**

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from an ( ) \_\_\_\_\_ ( ) adequate number of sources.
3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

#### E. ( ) Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. after solicitation of a number of sources, competition is determined to be inadequate

#### Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

#### Time and Materials Contracts

The District uses a time and materials type contract only 1) after a determination that no other contract is suitable; and 2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

#### Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as 1) contractor integrity; 2) compliance with public policy; 3) record of past performance; and 4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1) for a temporary period, pending completion of an

agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at [www.sam.gov](http://www.sam.gov); collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

#### Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

#### Maintenance of Procurement Records

The District maintains records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

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Legal 2 C.F.R. 200.317 - .326

Last Modified by Lori Smith on February 19, 2019

Auburn JVS  
Bylaws & Policies

**6325 - PROCUREMENT – FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317- 326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320A.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3113 and Policy 4113 – Conflict of Interest

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

**Competition**

All procurement transactions shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business
- B. unnecessary experience and excessive bonding requirements
- C. noncompetitive contracts to consultants that are on retainer contracts
- D. organizational conflicts of interest
- E. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement
- F. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list annually.

**Solicitation Language**

The District shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated, and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

#### Procurement Methods

The District shall utilize the following methods of procurement:

A. Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

B. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to \$50,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$50,000.

In order for sealed bidding to be feasible, the following conditions shall be present:

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.

5. The Board reserves the right to reject any or all bids for sound documented reason.

#### C. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. after solicitation of a number of sources, competition is determined to be inadequate

#### Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

#### Time and Materials Contracts

The District uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

#### Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at [www.sam.gov](http://www.sam.gov), collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

#### Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid

specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

#### **Maintenance of Procurement Records**

The District maintains records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Applicable laws and regulations:  
2 C.F.R. 200.317 - .326

Adopted 5/3/16  
Revised 6/6/17

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Book Policy Manual  
 Section Vol. 37, No. 2 - January 2019  
 Title Vol. 37, No. 2 - January 2019 Revised CROWDFUNDING  
 Code po6605  
 Status From Neola

**6605 - CROWDFUNDING**

This policy applies to the use of any form of crowdfunding utilizing an online service or website-based platform for the financial benefit or gain of the District - be it a specific classroom, grade level, department, school, or curricular or extracurricular activity.

~~"Crowdfunding" refers to a campaign to collect typically small amounts of money from a large number of individuals to finance a project or fundraiser for a specific cause. Through the use of personal networking, social media platforms, and other internet-based resources, funds are solicited or raised to support a specific campaign or project.~~

"Crowdfunding" is defined as the solicitation of resources from individuals and/or organizations to support identified activities or projects that enhance the educational program or a specific cause approved by the District. The solicitation is typically from a large number of individuals/organizations utilizing internet-based technologies.

**[DRAFTING NOTE: SELECT OPTION #1 or OPTION #2]**

[OPTION #1]

The Board of Education does not permit or sanction the use of crowdfunding for District or specific school programs or activities, including co-curricular or extracurricular activities.

**[END OF OPTION #1; END OF POLICY]**

**OR**

[OPTION #2]

Crowdfunding activities aimed at raising funds for a specific classroom or school activity, including extracurricular activity, or to obtain supplemental resources (e.g., supplies or equipment) that are not required to provide a free appropriate public education to any students in the classroom may be permitted, but only with the specific approval

( ) of the Superintendent.

**OR**

( ) of the Board upon the recommendation of the Superintendent.

All approved crowdfunding activities shall protect the privacy of students, children, and young adults in accordance with District policies and administrative guidelines and applicable State and Federal law, including FERPA and IDEIA.

Materials, supplies, equipment, and other proceeds of the crowdfunding activity shall become property of the District or school. Cash or equivalent payment to District personnel is prohibited. All fiscal transactions shall comply with appropriate District policies.

All crowdfunding activities are subject to AG 6605.

**[END OF OPTION #2; END OF POLICY]**

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Last Modified by Lori Smith on February 19, 2019



Book	Policy Manual
Section	Vol. 37, No. 2 - January 2019
Title	Vol. 37, No. 2 - January 2019 Revised PURCHASING AND BIDDING
Code	po6320
Status	From Neola
Adopted	July 1, 1990
Last Revised	June 6, 2017

**6320 - PURCHASING AND BIDDING**

Price Quotations for Items Not Required to be Competitively Bid

It is the policy of the Board of Education that the Supt seek at least three (3) price quotations, unless fewer quotations are available, on purchases of any supplies, materials, and/or equipment costing more than \$ 500 except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the District or when the item is subject to formal bid. Standardized purchasing procedures of the District (AG 6320A) shall be followed when purchasing on the basis of price quotations from vendors.

Competitive Bidding

~~When the Board determines to build, repair, enlarge, improve, or demolish a school building the cost of which will exceed \$50,000 the \_\_\_\_\_ shall obtain competitive bids.~~

~~[ ] In accordance with statute, the Board may elect to forego the bidding for contracts in any of the following situations:~~

- ~~A. ( ) the acquisition of educational materials used in teaching~~
- ~~B. ( ) if the Board elects and declares by resolution to participate in purchase contracts, in accordance with R.C. Chapter 125 and the terms and conditions prescribed by the Department of Administrative Services~~
- ~~C. ( ) if the Board determines and declares by resolution adopted by two-thirds (2/3's) of its members that any item is available and can be acquired only from a single source~~
- ~~D. ( ) if the Board declares by resolution adopted by two-thirds (2/3's) of its members that the installation, modification, and/or remodeling subject to contracting is involved in an energy conservation measure undertaken through an installment payment contract under R.C. 3313.372 or pursuant to R.C. 133.06(G)~~
- ~~E. ( ) the acquisition of computer software and/or computer hardware for instructional purposes~~
- ~~F. ( ) if the Board finds and determines that an urgent necessity exists (as defined by statute) with respect to a particular improvement~~
- ~~G. ( ) if improvements are related to the security and protection of school property~~
- ~~H. ( ) if, pursuant to R.C. 9.48, the Board participates in a joint purchasing program, operated by or through a national or State association of political subdivisions in which the Board is eligible for membership or through the Federal government or another political subdivision~~
- ~~I. ( ) if supplies, services, or materials are to be purchased from a qualified nonprofit agency pursuant to Sections 4115.31 to 4115.35~~

~~The Superintendent shall verify that the specifications for any public improvement project for which bids are solicited do not require any bidder to:~~

- ~~A. enter into agreements with labor organizations on said public improvement; or~~
- ~~B. enter into an agreement that requires its employees to become members of or pay fees or dues to a labor organization as a condition of employment or continued employment.~~

~~Bidding shall be conducted in accordance with R.C. 3313.46 and related statutes.~~

~~Bids shall be sealed and shall be opened by the \_\_\_\_\_ in the presence of at least one (1) witness.~~

Soliciting of Bids

The Board, by resolution, may award a bid to the lowest responsible bidder. For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

- A. ~~( )~~ the experience (type of product or service being purchased, etc.) of the bidder;
- B. ~~( )~~ the financial condition;
- C. ~~( )~~ the conduct and performance on previous contracts (with the District or other agencies);
- D. ~~( )~~ the bidder's facilities;
- E. ~~( )~~ management skills;
- F. ~~( )~~ the ability to execute the contract properly;
- G. ~~( )~~ a signed affidavit affirming that neither the bidder nor any sub-contractor has entered into an agreement with any labor organization regarding the public improvement project.

#### Awarding of Bids

The Board shall approve all contracts resulting from competitive bids prior to being awarded. The Board reserves the right to reject any or all bids.

In situations in which the Board has resolved to award a bid to the lowest responsible bidder and the low bidder does not meet the considerations specified above, the Board shall so notify the bidder, in writing, by certified mail.

#### Limitations

All purchases that are within the amount contained in the

- ~~( )~~ function
- ~~( )~~ object
- ~~( )~~ line item

of the appropriation

- and were originally contemplated in the budgeting process

may be made upon authorization of the Treasurer.

- ~~( )~~ unless the contemplated purchase is for more than \$\_\_\_\_\_, in which case prior approval is required from the

The Treasurer is authorized to adjust appropriations within a fund in order to make necessary purchases and shall report such modifications at the following regular Board meeting.

#### Then and Now Certificate

If the Treasurer can certify that both at the time of the purchase and at the time of certification, sufficient funds were available

- or in the process of collection,

to the credit of the respective fund, properly appropriated and free from previous encumbrance, the expenditure may be authorized. The Board may approve such payment within thirty (30) days from receipt of such certificate.

Amounts of less than \$3,000 may be paid by the Treasurer upon completion of the "then and now" certificate, provided that the expenditure is otherwise lawful.

The Board should be advised of all nonbid purchases

- not contemplated during the budgeting process
- when the amount exceeds the amount of the appropriation.

The Superintendent is authorized to make emergency purchases, without prior adjustment, of those goods and/or services needed to keep the schools in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

#### "Blanket" Certificates

The Treasurer may issue "blanket" purchase orders (certificates) for a sum not exceeding an amount established by resolution of the Board against any specific line item account over a period of time, not to extend beyond the end of the fiscal year in which it is issued. Only one (1) "blanket" purchase order (certificate) may be outstanding at any one (1) particular time for any one (1) particular line item appropriation.

#### "Super Blanket" Certificates



The Treasurer may issue "super blanket" purchase orders (certificates) for any amount for expenditures and contracts from a specific line-item appropriation account in a specified fund for most professional services, fuel, oil, food items, and any other specific recurring and reasonably predictable operating expense. Such a purchase order (certificate) shall not extend beyond the fiscal year.

#### Contracts for Development and Improvement of Facilities

All contemplated contracts for professional design services such as from an architect or for construction management shall be in accordance with R.C. 9.33 - 9.335 and R.C. 153.65 - 153.71 as applicable, as well as any relevant provisions of the Ohio Administrative Code.

#### Competitive Bidding

When the Board determines to build, repair, enlarge, improve, or demolish a school building the cost of which will exceed \$50,000, or for the purchase (or lease-purchase) of school buses, the Treasurer shall obtain competitive bids.

In accordance with statute, the Board may elect to forego the bidding for contracts in any of the following situations if:

- A.  the Board elects and declares by resolution to participate in purchase contracts, in accordance with R.C. Chapter 125 and the terms and conditions prescribed by the Department of Administrative Services
- B.  the Board determines and declares by resolution adopted by two thirds (2/3's) of its members that any item is available and can be acquired only from a single source
- C.  the Board declares by resolution adopted by two-thirds (2/3's) of its members that the installation, modification, and/or remodeling subject to contracting is involved in an energy conservation measure undertaken through an installment payment contract under R.C. 3313.372 or pursuant to R.C. 133.06(G)
- D.  the Board finds and determines that an urgent necessity exists (as defined by statute) with respect to a particular improvement
- E.  pursuant to R.C. 9.48, the Board participates in a joint purchasing program, operated by or through a national or State association of political subdivisions in which the Board is eligible for membership or through the Federal government or another political subdivision

The Superintendent shall verify that the specifications for any public improvement project for which bids are solicited do not require any bidder to:

- A. enter into agreements with labor organizations on said public improvement; or
- B. enter into an agreement that requires its employees to become members of or pay fees or dues to a labor organization as a condition of employment or continued employment.

Bidding shall be conducted in accordance with R.C. 3313.46 and related statutes.

Bids shall be sealed and shall be opened by the Treasurer in the presence of at least one (1) witness.

#### Soliciting of Bids

The Board, by resolution, may award a bid to the lowest responsible bidder. For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

- A.  the experience (type of product or service being purchased, etc.) of the bidder;
- B.  the financial condition;
- C.  the conduct and performance on previous contracts (with the District or other agencies);
- D.  the bidder's facilities;
- E.  management skills;
- F.  the ability to execute the contract properly;
- G.  a signed affidavit affirming that neither the bidder nor any sub-contractor has entered into an agreement with any labor organization regarding the public improvement project.

#### Awarding of Bids

The Board shall approve all contracts resulting from competitive bids prior to being awarded. The Board reserves the right to reject any or all bids.

In situations in which the Board has resolved to award a bid to the lowest responsible bidder and the low bidder does not meet the considerations specified above, the Board shall so notify the bidder, in writing, by certified mail.

#### Purchase of School Buses and Certain Other Motor Vehicles

Purchase of Certain Other Motor Vehicles

The Board shall use competitive bidding to enter into an agreement for the purchase or lease-purchase of a school bus unless an exception to bidding applies. The term "school bus" includes any vehicle designed to carry more than nine (9) passengers excluding

the driver. Bids shall indicate that prior to delivery the bus must comply with all applicable State laws and regulations, including the Ohio Public Transportation Operation and Safety Rules. No bid bonds will be required unless requested by the Board during the competitive bidding process. The Board is not required to use competitive bidding to rent or lease a school bus as long as the agreement does not include a provision for purchase of the bus.

For the purchase of motor vehicles other than school buses, the Board will follow the adopted procedures to obtain price quotations prior to purchase when applicable. Standardized purchasing procedures of the District shall be followed when purchasing a motor vehicle other than a school bus.

#### Lease-Purchase Agreements

Lease-purchase agreements entered into by the Board shall be in accordance with R.C. 3313.375. Such agreements shall be a series of one-year renewable lease terms totaling not more than thirty (30) years, after which time ownership is transferred to the Board if all obligations of the Board under the agreement have been satisfied.

#### Purchases from the State

In accordance with State law (R.C. 4115.31 - 4115.35), the Superintendent shall, in accordance with rules of the State committee for the purchase of products and services provided by persons with severe disabilities, procure products or services at the fair market price established by the committee from a qualified nonprofit agency for persons with severe disabilities, if the product or service is on the procurement list and is available within the period required by the District, notwithstanding any law requiring the purchase of products and services on a competitive bid basis.

#### Quantity Purchases

In order to promote efficiency and economy in the operation of the District, the Board requires that the Superintendent periodically estimate requirements for standard items or classes of items and make quantity purchases to procure the lowest cost consistent with good quality.

#### Requirement

Before the Treasurer places a purchase order, s/he shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the District. All purchase orders shall be numbered consecutively.

In the interests of economy, fairness, and efficiency in its business dealings, the Board requires that:

- A.  Items commonly used in the various schools or units thereof, be standardized whenever consistency with educational goals can be maintained;
- B.  Opportunity be provided to as many responsible suppliers as possible to do business with the School District. To this end, the Business Office shall develop and maintain lists of potential suppliers for various types of supplies, equipment, and services; all
- C.  a prompt and courteous reception, insofar as conditions permit, be given to all who call on legitimate business matters;
- D.  where the requisitioner has recommended a supplier, the Treasurer may make alternate suggestions to the requisitioner if, in his/her judgment, better service, delivery, economy, or utility can be achieved by changing the proposed order.

Employees may be held personally responsible for anything purchased without a properly-signed purchase order or authorization.

The Board may acquire equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase and the purchase complies with applicable law and Board policy.

#### Reverse Auctions

It is the policy of the Board to permit the use of a reverse auction to purchase services and supplies whenever it is determined that the reverse auction process will be advantageous to the District (e.g., result in a cost savings to the District). To that end, vendors may submit proposals when competing to sell services and/or supplies in an open environment via the Internet. While the reverse auction process may be used to purchase supplies such as equipment, materials, tangible assets and insurance, the process may not be used to purchase real property or interests in real property. The process may also be used to purchase services such as the furnishing of labor, time, or effort by a person, provided such services do not involve the delivery of a specific end product other than a report, and are not being furnished in connection with an employment agreement or collective bargaining agreement and/or which are not subject to a competitive selection procedure required by law.

The Board will provide notice of the request for proposals and award contracts in accordance with the Superintendent's administrative guidelines.

#### Procurement - Federal Grants

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (34 CFR 80.36) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a compliance system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of this policy and administrative guidelines (AG 6320). (See Policy 6325)

R.C. 9.25, 9.30, 9.31, 9.311, 9.312, 9.314, 125.04, 153.02, 153.12, 153.54, 2909.33

R.C. 3313.37, 3313.375, 3313.46, ~~3313.172, 3327.08~~, 4115.32 et. seq., 4116.02  
R.C. 4116.03, ~~4511.76~~, 5705.41, 5705.45  
A.C. 3301-83

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Legal R.C. 9.25, 9.30, 9.31, 9.311, 9.312, 9.314, 125.04, 153.02, 153.12, 153.54, 2909.33  
R.C. 3313.37, 3313.375, 3313.46, 3313.172, 3327.08, 4115.32 et. seq., 4116.02  
R.C. 4116.03, 4511.76, 5705.41, 5705.45  
A.C. 3301-83

Last Modified by Lori Smith on February 19, 2019

## Auburn JVS Bylaws & Policies

### 6320 - PURCHASES

#### Quotations and Bids

It is the policy of the Board of Education that the Superintendent seek at least three (3) price quotations on purchases of more than \$5,000 for a single item, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the District or when the item is subject to formal bid. Standardized purchasing procedures of the District (AG 6320A) shall be followed when purchasing on the basis of price quotations from vendors.

When the purchase of, and contract for, single items of supplies, materials, or equipment and when the Board determines to build, repair, enlarge, improve, or demolish a school building the cost of which will exceed \$50,000, the Superintendent shall obtain competitive bids.

In accordance with statute, the Board may elect to forego the bidding for contracts in any of the following situations:

- A. the acquisition of educational materials used in teaching
- B. if the Board elects and declares by resolution to participate in purchase contracts, in accordance with R.C. Chapter 125 and the terms and conditions prescribed by the Department of Administrative Services
- C. if the Board determines and declares by resolution adopted by two-thirds (2/3's) of its members that any item is available and can be acquired only from a single source
- D. if the Board declares by resolution adopted by two-thirds (2/3's) of its members that the installation, modification, and/or remodeling subject to contracting is involved in an energy conservation measure undertaken through an installment payment contract under R.C. 3313.372 or pursuant to R.C. 133.06(G)
- E. the acquisition of computer software and/or computer hardware for instructional purposes

The Superintendent shall verify that the specifications for any public improvement project for which bids are solicited do not require any bidder to:

- A. enter into agreements with labor organizations on said public improvement; or
- B. enter into an agreement that requires its employees to become members of or pay fees or dues to a labor organization as a condition of employment or continued employment.

Bids shall be sealed and shall be opened by the Treasurer in the presence of at least one (1) witness.

#### Soliciting of Bids

The Board, by resolution, may award a bid to the lowest responsive and responsible bidder. For a bidder to be considered responsive, the proposal must respond to all bid specifications in all material respects and contain no irregularities or deviations from the bid specifications that would affect the amount of the bid or otherwise provide a competitive advantage. For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

- A. the experience (type of product or service being purchased, etc.) of the bidder;
- B. the financial condition;
- C. the conduct and performance on previous contracts (with the District or other agencies);
- D. the bidder's facilities.



- E. management skills;
- F. the ability to execute the contract properly;
- G. a signed affidavit affirming that neither the bidder nor any sub-contractor has entered into an agreement with any labor organization regarding the public improvement project.

#### **Awarding of Bids**

The Board shall approve all contracts resulting from competitive bids prior to being awarded. The Board reserves the right to reject any or all bids.

In situations in which the Board has resolved to award a bid to the lowest responsible and responsive bidder and the low bidder does not meet the considerations specified above, the Board shall so notify the bidder, in writing, by certified mail. The bidder may protest the award of a bid within five (5) days of the notification and the Board shall meet with the protesting bidder and then reaffirm or reverse its decision.

#### **Limitations**

All purchases that are within the amount contained in the appropriation and were originally contemplated in the budgeting process may be made upon authorization of the Superintendent.

The Treasurer is authorized to adjust appropriations within a fund in order to make necessary purchases and shall report such modifications at the following regular Board meeting.

#### **Then and Now Certificate**

If the Treasurer can certify that both at the time of the purchase and at the time of certification, sufficient funds were available or in the process of collection, to the credit of the respective fund, properly appropriated and free from previous encumbrance, the expenditure may be authorized. The Board may approve such payment within thirty (30) days from receipt of such certificate.

Amounts of less than \$3,000 may be paid by the Treasurer upon completion of the "then and now" certificate, provided that the expenditure is otherwise lawful.

The Board should be advised, for prior approval, of all nonbid purchases not contemplated during the budgeting process and when the amount exceeds the amount of the appropriation.

The Superintendent is authorized to make emergency purchases, without prior adjustment, of those goods and/or services needed to keep the schools in operation. Such purchases shall be brought to the Board's attention at the next regular meeting.

#### **"Blanket" Certificates**

The Treasurer may issue "blanket" purchase orders (certificates) for a sum not exceeding an amount established by resolution of the Board against any specific line item account over a period of time, not to extend beyond the end of the fiscal year in which it is issued. Only one (1) "blanket" purchase order (certificate) may be outstanding at any one (1) particular time for any one (1) particular line item appropriation.

#### **"Super Blanket" Certificates**

The Treasurer may issue "super blanket" purchase orders (certificates) for any amount for expenditures and contracts from a specific line-item appropriation account in a specified fund for most professional services, fuel, oil, food items, and any other specific recurring and reasonably predictable operating expense. Such a purchase order (certificate) shall not extend beyond the fiscal year.

#### **Contracts for Development and Improvement of Facilities**

All contemplated contracts for professional design services such as from an architect or for construction management shall be in accordance with R.C. 9.33, 9.333, and 153.54 et seq.

#### **Lease-Purchase Agreements**

Lease-purchase agreements entered into by the Board shall be in accordance with R.C. 3313.375. Such agreements shall be a series of not more than thirty (30) one-year renewable lease terms, after which time ownership is transferred to the Board if all obligations of the Board under the agreement have been satisfied.

#### **Purchases from the State**

In accordance with State law (R.C. 4115.31 et seq.), the Superintendent shall purchase products and services which are available from the Ohio Industries for the Handicapped (OIH) when such products or services are needed by the District. The Superintendent is to maintain the current catalog provided by OIH and inform all District personnel who may be purchasing products or services of the catalog's current listings.

#### **Quantity Purchases**

In order to promote efficiency and economy in the operation of the District, the Board requires that the Superintendent periodically estimate requirements for standard items or classes of items and make quantity purchases on a bid basis to procure the lowest cost consistent with good quality.

Whenever storage facilities or other conditions make it impractical to receive total delivery at any one time, the total quantity to be shipped but with staggered delivery dates, shall be made a part of the bid specifications.

#### **Requirements**

Before the Treasurer places a purchase order, s/he shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the District. All purchase orders shall be numbered consecutively.



The Superintendent shall determine the amount of purchase which shall be allowed without a properly signed purchase order. Employees may be held personally responsible for anything purchased without a properly signed purchase order or authorization.

The Board may acquire equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase.

**Reverse Auctions**

It is the policy of the Board to permit the use of a reverse auction to purchase services and supplies whenever it is determined that the reverse auction process will be advantageous to the District (e.g., result in a cost savings to the District). To that end, vendors may submit proposals when competing to sell services and/or supplies in an open environment via the Internet. While the reverse auction process may be used to purchase supplies such as equipment, materials, tangible assets and insurance, the process may not be used to purchase real property or interests in real property. The process may also be used to purchase services such as the furnishing of labor, time, or effort by a person, provided such services do not involve the delivery of a specific end product other than a report, and are not being furnished in connection with an employment agreement or collective bargaining agreement.

The Board will provide notice of the request for proposals and award contracts in accordance with the Superintendent's administrative guidelines. When competitive sealed bidding and/or competitive sealed proposals for the purchase of services or supplies are required by law, purchases made by reverse auction will satisfy such legal requirement.

R.C. 9.25, 9.30, 9.31, 9.311, 9.312, 9.314, 125.04, 153.02, 153.12, 153.54  
R.C. 2909.33, 3313.37, 3313.375, 3313.46, 4115.32 et. seq., 4116.02, 4116.03  
R.C. 5705.41, 5705.45

- Revised 10/4/05
- Revised 8/7/07
- Revised 12/4/07
- Revised 9/7/10
- Revised 6/26/12
- Revised 3/4/14
- Revised 6/6/17

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## Auburn Career Center



Book	Policy Manual
Section	Vol. 37, No. 2 - January 2019
Title	Vol. 37, No. 2 - Revised FOOD SERVICES
Code	po8500
Status	From Neola
Adopted	July 1, 1990
Last Revised	June 6, 2017

### 8500 - FOOD SERVICES

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

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages, including but not limited to the current USDA's school meal pattern requirements and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program.

The Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities. Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. See Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity.

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

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

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

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

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

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

### **Substitutions**

If determined appropriate by a student's Section 504 team, substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a health care provider who has prescriptive authority in the State of Ohio has provided medical certification that the student has a disability that restricts his/her diet, in accordance with the criteria set forth in 7 CFR Part 15b. To qualify for such substitutions the medical certification must identify:

- A. the student's disability and the major life activity affected by the disability;
- B. an explanation of why the disability affects the student's diet; and

C. the food(s) to be omitted from the student's diet and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).

On a case-by-case basis, if determined appropriate by a team of qualified individuals including, but not limited to, the Director, school nurse, parent, Director of Food Services, [ ] substitutions to the standard meal requirements may be made, at no additional charge, for a student who is not a "disabled person," but has a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

- A. the medical or dietary need that restricts the student's diet; and
- B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

For non-disabled students who need a nutritionally equivalent milk substitute, only a signed request by a parent or guardian is required.

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

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

A periodic review of the food-service accounts shall be made by the TR. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods may accrue to the food-service program.

Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable.

Bad debt is uncollectable/delinquent debt that has been determined to be uncollectable by the end of the school year in which the debt was incurred. If the uncollectable/delinquent debt cannot be recovered by the School Meals Program in the year when the debt was incurred, then this is classified as bad debt. Once classified as bad debt, non-Federal funding sources must reimburse the NSFSA for the total amount of the bad debt. The funds may come from the District general fund, State or local funding, school or community organizations such as the PTA, or any other non-Federal source. Once the uncollectable/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 CFR 210.9(b) (17) and 7 CFR 210.15(b).

The Superintendent is authorized to develop and implement an administrative guideline regarding meal charge procedures. This guideline will provide consistent directions for students who are eligible for reduced price or paid meals but do not have funds in their account or in hand to cover the cost of their meal at the time of service.

This guideline shall be provided in writing to all households at the start of each school year and to households transferring to the school or School District during the school year.

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

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the planning and execution of menus in compliance with USDA requirements;
- D. the purchase of food and supplies in accordance with State and Federal law, USDA regulations, and Board policy; (see Policy 1130, Policy 1214, Policy 3113, Policy 3214, Policy 4113, Policy 4214, and Policy 6460)
- E. complying with food holds and recalls in accordance with USDA regulations;
- F. the administration, accounting, and disposition of food-service funds pursuant to Federal and State law and USDA regulations;
- G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;
- H. the regular maintenance and replacement of equipment;
- I. all District employees whose salaries are paid for with USDA funds or non-Federal funds used to meet a match or cost share requirement must comply with the District's time and effort record-keeping policy (see Policy 6116).

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

The District shall serve only nutritious food in accordance with the nutritional standards adopted by the Board in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages in competition with the District's food-service program must comply with the current USDA Dietary Guidelines for Americans and the

USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550.

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

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

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Legal

R.C. 3313.81, 3313.811-815

A.C. 3301-91

42 U.S.C. 1758

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

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

7 CFR Parts 15b, 210, 215, 220, 225, 226, 227, 235, 240, 245, 3015

OMB Circular No. A-87USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

Last Modified by Lori Smith on February 19, 2019



Book	Policy Manual
Section	Vol. 37, No. 2 - January 2019
Title	Vol. 37, No. 2 - January 2019 Revised SCHOOL CHOICE OPTIONS
Code	po5113.02
Status	From Neola
Adopted	February 3, 2004
Last Revised	June 26, 2012

#### 5113.02 - SCHOOL CHOICE OPTIONS ~~PROVIDED BY THE NO CHILD LEFT BEHIND ACT~~

The Board of Education acknowledges that the Elementary and Secondary Education Act (ESEA), as amended, ~~Federal No Child Left Behind Act of 2001 ("NCLBA")~~ provides that the parents/guardians of students enrolled in a Title I school the first year following the building's identification as being in "School Improvement", have the right to transfer their children to another school in the District, provided there is a school that provides instruction at the students' grade level(s) and such school has not been identified as being in the process of school improvement, corrective action, or restructuring. If there is not another school in the District offering instruction at the students' grade level(s) that has not been identified as needing improvement, the Superintendent shall contact neighboring districts and request that they permit students to transfer to a school in one of those districts. The Superintendent shall also offer Supplemental Educational Services (SES) to students in any school no later than the first year following the building's identification as being in "School Improvement," regardless of whether a transfer option is available.

Additionally, students attending a "persistently dangerous" school, as defined by State law have the right to transfer to another "safe" school in the District. If there is not another "safe" school in the District providing instruction at the students' grade level(s), the Superintendent shall contact neighboring districts and request that they permit students to transfer to a school in one of those districts.

Furthermore, a student who is a victim of a "violent crime" on school property also has the right to transfer to another school. If there is not another school in the District providing instruction at the student's grade level, the Superintendent shall contact neighboring districts and request that they permit that student to transfer to a school in one of those districts providing instruction at the student's grade level.

The Board of Education authorizes such transfers in accordance with AG 5113.02.

Children who transfer in accordance with this policy will be permitted to remain at the school of transfer until completing the highest grade at the school.

Title I, Section 1116(b)(1)(E) of the ~~No Child Left Behind Act of 2001~~ Elementary and Secondary Education Act, as amended  
 Title I, Section 1116(e) of the Elementary and Secondary Education Act, as amended ~~No Child Left Behind Act of 2001~~  
 Title, Section 9532 of the Elementary and Secondary Education Act, as amended ~~No Child Left Behind Act of 2001~~

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 Title I, Section 1116(b)(1)(E) of the Elementary and Secondary Education Act, as amended  
 Title I, Section 1116(e) of the Elementary and Secondary Education Act, as amended  
 Title IX, Section 9532 of the Elementary and Secondary Act, as amended

Last Modified by Lori Smith on February 19, 2019

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**5113.02 - SCHOOL CHOICE OPTIONS PROVIDED BY THE NO CHILD LEFT BEHIND ACT**

The Board of Education acknowledges that the Federal *No Child Left Behind Act of 2001* ("NCLBA") provides that the parents/guardians of students enrolled in a Title I school the first year following the building's identification as being in "School Improvement", have the right to transfer their children to another school in the District, provided there is a school that provides instruction at the students' grade level(s) and such school has not been identified as being in the process of school improvement, corrective action, or restructuring. If there is not another school in the District offering instruction at the students' grade level(s) that has not been identified as needing improvement, the Superintendent shall contact neighboring districts and request that they permit students to transfer to a school in one of those districts. The Superintendent shall also offer Supplemental Educational Services (SES) to students in any school no later than the first year following the building's identification as being in "School Improvement," regardless of whether a transfer option is available.

Additionally, students attending a "persistently dangerous" school, as defined by State law have the right to transfer to another "safe" school in the District. If there is not another "safe" school in the District providing instruction at the students' grade level(s), the Superintendent shall contact neighboring districts and request that they permit students to transfer to a school in one of those districts.

Furthermore, a student who is a victim of a "violent crime" on school property also has the right to transfer to another school. If there is not another school in the District providing instruction at the student's grade level, the Superintendent shall contact neighboring districts and request that they permit that student to transfer to a school in one of those districts providing instruction at the student's grade level.

The Board of Education authorizes such transfers in accordance with AG 5113.02.

Children who transfer in accordance with this policy will be permitted to remain at the school of transfer until completing the highest grade at the school.

Title I, Section 1116(b)(1)(E) of the No Child Left Behind Act of 2001  
Title I, Section 1116(e) of the No Child Left Behind Act of 2001  
Title IX, Section 9532 of the No Child Left Behind Act of 2001

Adopted 2/3/04  
Revised 6/26/12

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Book	Policy Manual
Section	Vol. 37, No. 2 - January 2019
Title	Vol. 37, No. 2 - January Revised REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS
Code	po5610
Status	From Neola
Adopted	July 1, 1990
Last Revised	December 5, 2017

### 5610 - REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS

The Board of Education recognizes that exclusion from the educational program of the schools, whether by emergency removal, out-of-school suspension, expulsion, or permanent exclusion, is the most severe sanction that can be imposed on a student in this District, and one that cannot be imposed without due process. However, the Board has zero tolerance of violent, disruptive or inappropriate behavior by its students.

No student is to be removed, suspended out-of-school, expelled and/or permanently excluded unless his/her behavior represents misconduct as specified in the Student Code of Conduct/Student Discipline Code approved by the Board. The Code shall also specify the procedures to be followed by school officials when implementing such discipline. In addition to the procedural safeguards and definitions set forth in this policy and the student/parent handbook, additional procedures and considerations shall apply to students identified as disabled under the IDEA, ADA, and/or Section 504 of the Rehabilitation Act of 1973. (See Policy 5605 - Suspension/Expulsion of Students with Disabilities.)

Students may be subject to discipline for violation of the Student Code of Conduct/Student Discipline Code even if that conduct occurs on property not owned or controlled by the Board but where such conduct is connected to activities or incidents that have occurred on property owned or controlled by the Board, or conduct that, regardless of where it occurs, is directed at a District official or employee, or the property of such official or employee.

For purposes of this policy and the Student Code of Conduct/Student Discipline Code, the following shall apply:

- A. "Emergency removal" shall be the exclusion of a student who poses a continuing danger to District property or persons in the District or whose behavior presents an on-going threat of disrupting the educational process provided by the District. (See Policy 5610.03 "Emergency Removal")
- B. "Suspension" shall be the temporary exclusion of a student by the Superintendent, Director, Assistant Director, or any other administrator from the District's instructional program for a period not to exceed ten (10) school days. Suspension shall not extend beyond the current school year, if at the time a suspension is imposed, fewer than ten (10) days remain in the school year.
  - The Superintendent may instead require a student to participate in a community service program or another alternative consequence for a number of hours equal to the remaining part of the period of the suspension. The student shall be required to begin such community service program or alternative consequence during the first full week day of summer break.
  - The Superintendent may develop a list of appropriate alternative consequences, and set forth such list in the applicable guidelines.

In the event, the student fails to complete the required community service or the assigned alternative consequence, the Superintendent may determine the next course of action. Such course of action, however, shall not include requiring the student to serve the remaining time of the suspension at the beginning of the following year.

The procedures for suspension are set forth in the Student Code of Conduct/Student Discipline Code and Policy 5611 - Due Process Rights.

A student who is suspended shall be permitted to complete any classroom assignments missed because of the suspension, and receive at least partial credit for a completed assignment. Grade reductions on account of the student's suspension are permitted; however, no student may receive a failing grade on a completed assignment solely on account of his/her suspension.

The grade for a completed classroom assignment missed because of a suspension will be reduced by ( ) ten percent (10%) ( ) twenty-five (25%) ( ) \_\_\_\_\_%. **[Drafting Note: Such reduction cannot result in an otherwise perfect score assignment.]**

- C. "Expulsion" shall be the exclusion of a student from the schools of this District for a period not to exceed the greater of eighty (80) school days or the number of school days remaining in a semester or term in which the incident that gives rise to the

no



expulsion takes place or for one (1) year as specifically provided in this policy and the Student Code of Conduct/Student Discipline Code. Only the Superintendent may expel a student. The procedures for expulsion are set forth in the Student Code of Conduct/Student Discipline Code and Board Policy 5611 "Due Process Rights".

### 1. Firearm or Knife

Unless a student is permanently excluded from school, the Superintendent shall expel a student from school for a period of one (1) year for bringing a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except that the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. Similarly, the Superintendent shall expel a student from school for a period of one (1) year for possessing a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. The expulsion may extend, as necessary, into the school year following the school year in which the incident that gives rise to the expulsion takes place. The Superintendent shall refer any student expelled for bringing a firearm (as defined in 18 U.S.C. 921(a)(3)) or weapon to school to the criminal justice or juvenile delinquency system serving the District.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes, but is not limited to any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or other similar device.

A knife capable of causing serious bodily injury is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device (including sharp, metal martial arts weapons such as ninja throwing stars) that is used for, or is readily capable of, causing death or serious bodily injury.

The Superintendent may, in his/her sole judgment and discretion, modify or reduce such expulsion in writing, to a period of less than one(1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);
- b. The degree of culpability given the age of the student and its relevance to the misconduct and/or punishment and/or evidence regarding the probable danger posed to the health and safety of others, including evidence of the student's intent and awareness regarding possession of the firearm or knife; capable of causing serious bodily injury; and/or
- c. The academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

### 2. Violent Conduct

If a student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act:

- a. would be a criminal offense if committed by an adult;
- and
- b. results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6)

the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

1. applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);
- or
2. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of



the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

### 3. Bomb Threats

If a student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat, the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, for the following reasons:

- a. for students identified as disabled under the IDEA, ADA, and Section 504 of the Rehabilitation Act of 1973, upon recommendation from the group of persons knowledgeable of the student's educational needs;
- or
- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

- D. "Permanent exclusion" shall mean the student is banned forever from attending a public school in the State of Ohio. (See Policy 5610.01)

If a student is expelled for more than twenty (20) school days or for any period of time that extends into the next school year, the Superintendent shall provide the student and his/her parents with the names, addresses, and telephone numbers of those public or private agencies in the community which offer programs or services that help to rectify the student's behaviors and attitudes that contributed to the incident(s) that caused the expulsion.

### Suspension or Expulsion of Students in Grades Pre-Kindergarten through 3

**[DRAFTING NOTE: Pursuant to H.B. 318, the following limitations on suspension/expulsion of students in grades pre-K through 3, will be phased in over the next three (3) school years, using data related to the 2018-2019 school year as the baseline. The phase-in works as follows to comply with Ohio law for the:**

- A. **2019-2020 school year, your District must reduce the number of out-of-school suspensions and expulsions issued to students in grades pre-K through 3 for offenses not listed in paragraphs A-D below by twenty-five percent (25%), using the numbers reported for that category for the 2018-2019 school year as a baseline.**
- B. **2020-2021 school year, your District must reduce the number of out-of-school suspensions and expulsions issued to students in grades Pre-K through 3 for offenses not listed in paragraphs A-D below by fifty percent (50%), using the numbers reported for that category for the 2018-2019 school year as a baseline.**
- C. **2021-2022 school year and thereafter, your District may only issue out-of-school suspensions and expulsions to students in grades Pre-K through 3 for the offenses listed in paragraphs A-D below.]**

Beginning with the 2019-2020 school year, except as permitted by law, suspension or expulsion proceedings shall not be initiated against a student in any of grades Pre-kindergarten through 3 unless the student has committed the following acts:

- A. The student brings a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, or possesses a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board.
- B. The student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act: 1) would be a criminal offense if committed by an adult; and 2) results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6).
- C. The student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat.
- D. The student engages in behavior of such a nature that suspension or expulsion is necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.

Prior to suspending or expelling a student in any of grades Pre-K through 3, the Director shall, whenever possible, consult with a mental health professional under contract. If the events leading up to the student's suspension or expulsion from school indicate that the student is in need of additional mental health services, the student's Director or the District's mental health professional shall assist the student's parent or guardian with locating providers or obtaining such services, including referral to an independent mental health professional, provided such assistance does not result in a financial burden to the District or the student's school.

If a student in any of grades Pre-K through 3 is suspended or expelled, the student shall be afforded the same notice and hearing, procedural, and educational opportunities as set forth in Board policy and the law. The suspension or expulsion of a student in any of grades Pre-K through 3 shall not limit the Board's responsibilities with respect to the provision of special education and related services to such student in accordance with Board policy and the law. Further, the Board shall not be limited in its authority to issue an in-school suspension to a student in any of grades Pre-K through 3, provided that the in-school suspension is served in a supervised

learning environment.

If the Superintendent determines that a student's behavior on a school vehicle violates school rules, s/he may suspend the student from school bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior. Any such suspension must comply with due process and the Student Code of Conduct/Student Discipline Code.

The Board authorizes the Superintendent to provide for options to suspension/expulsion of a student from school which may include alternative educational options.

The Superintendent shall initiate expulsion proceedings against a student who has committed an act that warrants expulsion under Board policy even if the student withdraws from school prior to the hearing or decision to impose the expulsion. The expulsion must be imposed for the same duration it would have been had the student remained enrolled.

The Board may temporarily deny admittance to any student who has been expelled from the schools of another Ohio district or an out-of-state district, if the student's expulsion period set by the other district has not expired. The expelled student shall first be offered an opportunity for a hearing. This provision also applies to a student who is the subject of a power of attorney designating the child's grandparent as the attorney-in-fact or caretaker authorization affidavit executed by the child's grandparent and is seeking admittance into the schools of this District in accordance with Policy 5111.

The Board may temporarily deny admittance to any student who has been suspended from the schools of another Ohio district, if the student's suspension period set by the other district has not expired. The suspended student shall first be offered an opportunity for a hearing before the Board.

When a student is expelled from this District, the Superintendent shall send written notice to any college in which the expelled student is enrolled under Postsecondary Enrollment Options at the time the expulsion is imposed. The written notice shall indicate the date the expulsion is scheduled to expire.

*no* ( ) and that the Board has adopted a provision in Policy 2271 under R.C. 3313.613 to deny high school credit for postsecondary courses taken during an expulsion.

If the expulsion is extended, the Superintendent shall notify the college of the extension.

The Superintendent may require a student to perform community service in conjunction with or in place of a suspension or expulsion. The Board may adopt guidelines to permit the Superintendent to impose a community service requirement beyond the end of the school year in lieu of applying the expulsion into the following school year.

A copy of this policy is to be posted in a central location in each school and made available to students and parents upon request. Key provisions of the policy should also be included in the parent-student handbook.

R.C. 2919.222, 3313.534, 3313.649, 3313.66, 3313.661, 3313.662, 3313.663

R.C. 3313.664, ~~3313.668~~, 3321.13 (B)(3) and (C), 3327.014

18 U.S.C. Section 921

20 U.S.C. 3351, 20 U.S.C. 7151, 20 U.S.C. 8921

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Legal R.C. 2919.222, 3313.534, 3313.649, 3313.66, 3313.661, 3313.662, 3313.663

R.C. 3313.664, 3313.668, 3321.13 (B)(3) and (C), 3327.014

18 U.S.C. Section 921

20 U.S.C. 3351, 20 U.S.C. 7151, 20 U.S.C. 8921

Last Modified by Lori Smith on February 19, 2019

Auburn JVS
Bylaws & Policies

5610 - REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS

The Board of Education recognizes that exclusion from the educational program of the schools, whether by emergency removal, out-of-school suspension, expulsion, or permanent exclusion, is the most severe sanction that can be imposed on a student in this District, and one that cannot be imposed without due process. However, the Board has zero tolerance of violent, disruptive or inappropriate behavior by its students.

No student is to be removed, suspended out-of-school, expelled and/or permanently excluded unless his/her behavior represents misconduct as specified in the Student Code of Conduct/Student Discipline Code approved by the Board. The Code shall also specify the procedures to be followed by school officials when implementing such discipline. In addition to the procedural safeguards and definitions set forth in this policy and the student/parent handbook, additional procedures and considerations shall apply to students identified as disabled under the IDEA, ADA, and/or Section 504 of the Rehabilitation Act of 1973. (See Policy 5605 "Suspension/Expulsion of Disabled Students.")

Students may be subject to discipline for violation of the Student Code of Conduct/Student Discipline Code even if that conduct occurs on property not owned or controlled by the Board but where such conduct is connected to activities or incidents that have occurred on property owned or controlled by the Board, or conduct that, regardless of where it occurs, is directed at a District official or employee, or the property of such official or employee.

For purposes of this policy and the Student Code of Conduct/Student Discipline Code, the following shall apply:

- A. "Emergency removal" shall be the exclusion of a student who poses a continuing danger to District property or persons in the District or whose behavior presents an on-going threat of disrupting the educational process provided by the District. (See Policy 5610.03 "Emergency Removal")
B. "Suspension" shall be the temporary exclusion of a student by the Superintendent, director, assistant director, or any other administrator from the District's instructional program for a period not to exceed ten (10) school days. Suspension shall not extend beyond the current school year, if at the time a suspension is imposed, fewer than ten (10) days remain in the school year.

The Superintendent may instead require a student to participate in a community service program or another alternative consequence for a number of hours equal to the remaining part of the period of the suspension. The student shall be required to begin such community service program or alternative consequence during the first full week day of summer break.

The Superintendent may develop a list of appropriate alternative consequences, and set forth such list in the applicable guidelines.

In the event, the student fails to complete the required community service or the assigned alternative consequence, the Superintendent may determine the next course of action. Such course of action, however, shall not include requiring the student to serve the remaining time of the suspension at the beginning of the following year.

The procedures for suspension are set forth in the Student Code of Conduct/Student Discipline Code and Policy 5611 - Due Process Rights.

A student who is suspended shall be permitted to complete any classroom assignments missed because of the suspension.

- C. "Expulsion" shall be the exclusion of a student from the schools of this District for a period not to exceed the greater of eighty (80) school days or the number of school days remaining in a semester or term in which the incident that gives rise to the expulsion takes place or for one (1) year as specifically provided in this policy and the Student Code of Conduct/Student Discipline Code. Only the Superintendent may expel a student. The procedures for expulsion are set forth in the Student Code of Conduct/Student Discipline Code and Board Policy 5611 "Due Process Rights".



## 1. Firearm or Knife

Unless a student is permanently excluded from school, the Superintendent shall expel a student from school for a period of one (1) year for bringing a firearm or knife to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except that the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. Similarly, the Superintendent shall expel a student from school for a period of one (1) year for possessing a firearm or knife at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. The expulsion may extend, as necessary, into the school year following the school year in which the incident that gives rise to the expulsion takes place. The Superintendent shall refer any student expelled for bringing a firearm (as defined in 18 U.S.C. 921(a)(3)) or weapon to school to the criminal justice or juvenile delinquency system serving the District.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes, but is not limited to any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or other similar device.

A knife is defined as any weapon or cutting instrument consisting of a blade fastened to a handle, a razor blade, or any similar device (including sharp, metal martial arts weapons such as ninja throwing stars) that is used for, or is readily capable of, causing death or serious bodily injury.

The Superintendent may, in his/her sole judgment and discretion, modify or reduce such expulsion in writing, to a period of less than one(1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);
- b. The degree of culpability given the age of the student and its relevance to the misconduct and/or punishment and/or evidence regarding the probable danger posed to the health and safety of others, including evidence of the student's intent and awareness regarding possession of the firearm or knife, and/or
- c. The academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

## 2. Violent Conduct

If a student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act:

- a. would be a criminal offense if committed by an adult.

and

- b. results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6)

the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);

or

- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

### 3. **Bomb Threats**

If a student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat, the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, for the following reasons:

- a. for students identified as disabled under the IDEA, ADA, and Section 504 of the Rehabilitation Act of 1973, upon recommendation from the group of persons knowledgeable of the student's educational needs;

or

- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

- D. "Permanent exclusion" shall mean the student is banned forever from attending a public school in the State of Ohio. (See Policy 5610.01)

If a student is expelled for more than twenty (20) school days or for any period of time that extends into the next school year, the Superintendent shall provide the student and his/her parents with the names, addresses, and telephone numbers of those public or private agencies in the community which offer programs or services that help to rectify the student's behaviors and attitudes that contributed to the incident(s) that caused the expulsion.

If the Superintendent determines that a student's behavior on a school vehicle violates school rules, s/he may suspend the student from school bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior. Any such suspension must comply with due process and the Student Code of Conduct/Student Discipline Code.

The Board authorizes the Superintendent to provide for options to suspension/expulsion of a student from school which may include alternative educational options.

The Superintendent shall initiate expulsion proceedings against a student who has committed an act that warrants expulsion under Board policy even if the student withdraws from school prior to the hearing or decision to impose the expulsion. The expulsion must be imposed for the same duration it would have been had the student remained enrolled.

The Board may temporarily deny admittance to any student who has been expelled from the schools of another Ohio district or an out-of-state district, if the student's expulsion period set by the other district has not expired. The expelled student shall first be offered an opportunity for a hearing. This provision also applies to a student who is the subject of a power of attorney designating the child's grandparent as the attorney-in-fact or caretaker authorization affidavit executed by the child's grandparent and is seeking admittance into the schools of this District in accordance with Policy 5111.

The Board may temporarily deny admittance to any student who has been suspended from the schools of another Ohio district, if the student's suspension period set by the other district has not expired. The suspended student shall first be offered an opportunity for a hearing before the Board.

When a student is expelled from this District, the Superintendent shall send written notice to any college in which the expelled student is enrolled under Postsecondary Enrollment Options at the time the expulsion is imposed. The written notice shall indicate the date the expulsion is scheduled to expire.

If the expulsion is extended, the Superintendent shall notify the college of the extension.

The Superintendent may require a student to perform community service in conjunction with or in place of a suspension or expulsion. The Board may adopt guidelines to permit the Superintendent to impose a community service requirement beyond the end of the school year in lieu of applying the expulsion into the following school year.

A copy of this policy is to be posted in a central location in each school and made available to students and parents upon request. Key provisions of the policy should also be included in the parent-student handbook.

R.C. 2919.222, 3313.534, 3313.649, 3313.66, 3313.661, 3313.662, 3313.663  
 R.C. 3313.664, 3321.13 (B)(3) and (C), 3327.014  
 18 U.S.C. Section 921  
 20 U.S.C. 3351, 20 U.S.C. 7151, 20 U.S.C. 8921

Revised 4/5/93  
 Revised 9/5/00  
 Revised 12/4/01  
 Revised 12/02  
 Revised 2/3/04  
 Revised 12/7/05  
 Revised 12/5/17

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Book	Policy Manual
Section	Vol. 37, No. 2 - January 2019
Title	Vol. 37, No.2 - January 2019 Revised EMERGENCY REMOVAL OF STUDENTS
Code	po5610.03
Status	From Neola
Adopted	March 6, 2001

### 5610.03 - EMERGENCY REMOVAL OF STUDENTS

If a student's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process taking place either in a classroom or elsewhere on school premises, then the Superintendent, Director or assistant Director may remove the student from curricular activities or from the school premises. A teacher may remove the student from curricular activities under the teacher's supervision, but not from the premises. If a teacher makes an emergency removal, the teacher will notify a building administrator of the circumstances surrounding the removal in writing, as soon as practicable. Because such removal is not subject to the normal suspension and expulsion procedures, no prior notice or hearing is required for any removal under this policy.

A due process hearing will be held on the next school day after the removal is ordered. Written notice of the hearing and the reason for the removal and any intended disciplinary action will be given to the student as soon as practical prior to the hearing. If the student is subject to out-of-school suspension, the student will have the opportunity to appear at an informal hearing before the Director, Assistant Director, Superintendent or designee and has the right to challenge the reasons for the intended suspension or otherwise explain his/her actions. Within one (1) school day of the decision to suspend, written notification will be given to the parent(s)/guardian(s) or custodian of the student. This notice will include the reasons for the suspension, the right of the student or parent(s)/guardian(s) to appeal to the Board or its designee and the student's right to be represented in all appeal proceedings. If it is probable that the student may be subject to expulsion, the hearing will take place on the next school day after the date of the initial removal and will be held in accordance with the procedures outlined in the Policy 5611 - Due Process Rights. The person who ordered or requested the removal will be present at the hearing.

A student in any of grades pre-kindergarten through 3 may be removed only for the remainder of the school day, and shall be permitted to return to any curricular and extra-curricular activities on the next school day (following the day in which the student was removed or excluded). When a student in any of grades pre-kindergarten through 3 is removed and returned to his/her curricular and extra-curricular activities the next school day, the Director is not required to hold a hearing (or provide written notice of same).

The Director shall not initiate suspension or expulsion proceedings against a student in any grades pre-kindergarten through 3 who was removed unless the student has committed one (1) of the following acts:

- A. The student brings a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board. Similarly, the Director can initiate suspension or expulsion proceedings if the student possesses a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board.
- B. The student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act: 1) would be a criminal offense if committed by an adult; and 2) results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6).
- C. The student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat.
- D. The student engages in behavior of such a nature that suspension or expulsion is necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.

If the Superintendent or Director reinstates a student prior to the hearing for emergency removal, the teacher may request and will be given written reasons for the reinstatement. The teacher cannot refuse to reinstate the student.

In an emergency removal, a student can be kept from class until the matter of the misconduct is disposed of either by reinstatement, suspension or expulsion.

R.C. Chapter 2506, 3313.66, 3313.661, 3313.662, 3313.668

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R.C. Chapter 2506, 3313.66, 3313.661, 3313.662, 3313.668

Last Modified by Lori Smith on February 19, 2019



**Auburn JVS  
Bylaws & Policies**

**5610.03 - EMERGENCY REMOVAL OF STUDENTS**

If a student's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process taking place either in a classroom or elsewhere on school premises, then the Superintendent, principal or assistant principal may remove the student from curricular activities or from the school premises. A teacher may remove the student from curricular activities under the teacher's supervision, but not from the premises. If a teacher makes an emergency removal, the teacher will notify a building administrator of the circumstances surrounding the removal in writing, as soon as practicable. No prior notice or hearing is required for any removal under this policy. In all cases of normal disciplinary procedures where a student is removed from a curricular activity for less than one (1) school day and is not subject to further suspension or expulsion, the following due process requirements do not apply.

If the emergency removal exceeds one (1) school day, then a due process hearing will be held within three (3) school days after the removal is ordered. Written notice of the hearing and the reason for the removal and any intended disciplinary action will be given to the student as soon as practical prior to the hearing. If the student is subject to out-of-school suspension, the student will have the opportunity to appear at an informal hearing before the principal, assistant principal, Superintendent or designee and has the right to challenge the reasons for the intended suspension or otherwise explain his/her actions. Within one (1) school day of the decision to suspend, written notification will be given to the parent(s)/guardian(s) or custodian of the student and Treasurer of the Board of Education. This notice will include the reasons for the suspension, the right of the student or parent(s)/guardian(s) to appeal to the Board or its designee and the student's right to be represented in all appeal proceedings. If it is probable that the student may be subject to expulsion, the hearing will take place within three (3) school days and will be held in accordance with the procedures outlined in the Policy 5611 – Due Process Rights. The person who ordered or requested the removal will be present at the hearing.

If the Superintendent or principal reinstates a student prior to the hearing for emergency removal, the teacher may request and will be given written reasons for the reinstatement. The teacher cannot refuse to reinstate the student.

In an emergency removal, a student can be kept from class until the matter of the misconduct is disposed of either by reinstatement, suspension or expulsion.

R.C. Chapter 2506, 3313.66, 3313.661, 3313.662

Adopted 3/6/01

## Auburn Career Center



Book	Policy Manual
Section	Vol. 37, No. 2 - January 2019
Title	Vol. 37, No. 2 - January 2019 Revised WEB ACCESSIBILITY, CONTENT, APPS, AND SERVICES
Code	po7540.02
Status	From Neola
Adopted	December 4, 2001
Last Revised	May 3, 2016

### 7540.02 - WEB ACCESSIBILITY, CONTENT, APPS, AND SERVICES AND APPS

#### A. ~~Creating Content for Web Pages/Sites/Services and Apps and Services~~

The Board of Education authorizes staff members  and students to create ~~web~~ content, apps and ~~web~~ services (see Bylaw 0100 Definitions) that will be hosted by the Board on its servers or District-affiliated servers and/or published on the Internet.

The ~~web~~ content, ~~apps~~ and ~~services~~ and ~~apps~~ must comply with State and Federal law (e.g., copyright laws, Children's Internet Protection Act (CIPA), Section 504 of the Rehabilitation Act of 1973 (Section 504), Americans with Disabilities Act (ADA), and Children's Online Privacy Protection Act (COPPA)), and reflect the professional image/brand of the District, its employees, and students. ~~Web~~ content, ~~apps~~ and ~~services~~ and ~~apps~~ must be consistent with the Board's Mission Statement and staff-created ~~web~~ content, ~~apps~~ and ~~services~~ and ~~apps~~ are subject to prior review and approval of the Superintendent before being published on the Internet and/or ~~utilized~~ used with students.

**[NOTE: CHOOSE EITHER ONE, BOTH, OR NONE OF THE FOLLOWING OPTIONS.]**

Student-created ~~web~~ content, ~~apps~~ and ~~services~~ and ~~apps~~ are subject to Policy 5722 - School-Sponsored Student Publications and Productions.

The creation of ~~web~~ content, ~~apps~~ and ~~services~~ and ~~apps~~ by students must be done under the supervision of a professional staff member.

**[END OF OPTIONS]**

#### B. ~~Purpose of Content of District Web Pages/Sites, Apps, and Services~~

The purpose of ~~web~~ content, ~~apps~~ and ~~services~~ and ~~apps~~ hosted by the Board on its servers or District-affiliated servers is to educate, inform, and communicate. The following criteria shall be used to guide the development of such ~~web~~ content, ~~apps~~ and ~~services~~ and ~~apps~~:

##### 1. Educate

Content should be suitable for and usable by students and teachers to support the curriculum and the Board's Objectives as listed in the Board's Strategic Plan.

##### 2. Inform

Content may inform the community about the school, teachers, students, or departments, including information about curriculum, events, class projects, student activities, and departmental policies.

##### 3. Communicate

Content may communicate information about the plans, policies and operations of the District to members of the public and other persons who may be affected by District matters.

The information contained on the Board's website(s) should reflect and support the Board's Mission Statement, Educational Philosophy, and the School Improvement Process.

When the content includes a photograph or ~~personally identifiable~~ information relating to a student, the Board will abide by the provisions of Policy 8330 - Student Records.

~~All links included on the Board's website(s) or web services and apps must also meet the above criteria and comply with State and Federal law (e.g. copyright laws, CIPA, Section 504, ADA, and COPPA). Nothing in this paragraph shall prevent the District from linking the Board's website(s) to 1) recognized news/media outlets (e.g., local newspapers' web sites, local television~~

~~stations' web sites) or 2) to websites, services and/or apps that are developed and hosted by outside commercial vendors pursuant to a contract with the Board. The Board recognizes that such third party web sites may not contain age-appropriate advertisements that are consistent with the requirements of Policy 9700.01, AG-9700B, and State and Federal law.~~

Under no circumstances is District-created ~~web content, apps, and services or apps~~, to be used for commercial purposes, advertising, political lobbying or to provide financial gains for any individual. Included in this prohibition is the fact no ~~web content~~ contained on the District's web site may: 1) include statements or other items that support or oppose a candidate for public office, the investigation, prosecution or recall of a public official, or passage of a tax levy or bond issue; 2) link to a web site of another organization if the other web site includes such a message; or 3) communicate information that supports or opposes any labor organization or any action by, on behalf of, or against any labor organization.

Under no circumstances is staff member-created ~~web content, apps, and services or apps~~, including personal web pages/sites, to be used to post student progress reports, grades, class assignments, or any other similar class-related material. Employees are required to use the Board-specified website, ~~apps, or service or app~~ (e.g. ~~Progressbook~~) for the purpose of conveying information to students and/or parents.

Staff members are prohibited from requiring students to go to the staff member's personal web pages/sites (including, but not limited to, their Facebook, Instagram, or Pinterest pages) to check grades, obtain class assignments and/or class-related materials, and/or to turn in assignments.

If a staff member creates ~~web content, apps, and services or apps~~ related to his/her class, it must be hosted on the Board's server or a District-affiliated server.

Unless the ~~web content, apps, and services or app~~ contains student personally identifiable information, Board websites, ~~apps, and services or apps~~ that are created by students and/or staff members that are posted on the Internet should not be password protected or otherwise contain restricted access features, whereby only employees, student(s), or other limited groups of people can access the site. Community members, parents, employees, staff, students, and other web site users will generally be given full access to the Board's website(s), ~~apps, and services and apps~~.

Web content, ~~apps, and services and apps~~ should reflect an understanding that both internal and external audiences will be viewing the information.

School ~~website(s), web pages/sites, apps, and services and apps~~ must be located on Board-owned or District-affiliated servers.

The Superintendent shall prepare administrative guidelines defining the rules and standards applicable to the use of the Board's web site and the creation of ~~web content, apps, and services and apps~~ by staff ( ) and students.

The Board retains all proprietary rights related to the design of ~~web content, apps, and services and apps~~ that are hosted on Board-owned or District-affiliated servers, absent written agreement to the contrary.

Students who want their class work to be displayed on the Board's web site must have written parent permission and expressly license its display without cost to the Board.

Prior written parental permission is necessary for a student to be identified by name on the Board's web site.

### C. Website Accessibility

The District is committed to providing persons with disabilities an opportunity equal to that of persons without disabilities to participate in the District's programs, benefits, and services, including those delivered through electronic and information technology, except where doing so would impose an undue burden or create a fundamental alteration. The District is further committed to ensuring persons with disabilities are able to acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe as persons without a disability, with substantially equivalent ease of use; that they are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any District programs, services, and activities delivered online, as required by Section 504 and Title II of the ADA and their implementing regulations; and that they receive effective communication of the District's programs, services, and activities delivered online.

The District adopts this policy to fulfill this commitment and affirm its intention to comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, 34 C.F.R. Part 104, Title II of the Americans With Disabilities Act of 1990, 42 U.S.C. 12131, and 28 C.F.R. Part 35 in all respects.

#### 1. Technical Standards

The District will adhere to the technical standards of compliance identified at www.auburncc.org (Insert link to the District's website). The District measures the accessibility of online content and functionality according to the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, and the Web Accessibility Initiative - Accessible Rich Internet Applications Suite (WAI-ARIA 1.1) for web content. ( )  
(insert another acceptable standard selected by the District).

**[DRAFTING NOTE: OCR recommends WCAG 2.0 Level AA.]**

#### 2. Web Accessibility Coordinator

The Board designates its ( ) Section 504/ADA Compliance Coordinator(s)  Technology Director ( ) as the District's web accessibility coordinator(s). That individual(s) is responsible for coordinating and implementing this policy.

The Board commits to providing the Web Accessibility Coordinator with sufficient resources and authority to



coordinate and implement this policy and any corresponding guideline(s) subject by the Superintendent and the Board.

[SELECT OPTION #1 OR OPTION #2]

[ ] [OPTION #1]

See Board Policy 2260.01 for the Section 504/ADA Compliance Coordinator(s)' contact information.

[OPTION #2]

The District's web accessibility coordinator(s) can be reached at IT DIRECTOR [Insert name or title, address, e-mail, phone]

*Robert K. ...  
IT DIRECTOR  
rk...@auburnrc.org  
x 8027*

3. **Third Party Content**

Links included on the Board's website(s), services, and apps that pertain to its programs, benefits, and/or services must also meet the above criteria and comply with State and Federal law (e.g. copyright laws, CIPA, Section 504, ADA, and COPPA). While the District strives to provide access through its website to online content provided or developed by third parties (including vendors, video-sharing websites, and other sources of online content) that is in an accessible format, that is not always feasible. The District's administrators and staff, however, are aware of this requirement with respect to the selection of online content provided to students. The District's web accessibility coordinator or his/her designees will vet online content available on its website that is related to the District's programs, benefits, and/or services for compliance with this criteria for all new content placed on the District's website after adoption of this policy.

Nothing in the preceding paragraph, however, shall prevent the District from including links on the Board's website(s) to:

- a. recognized news/media outlets (e.g., local newspapers' websites, local television stations' websites); or
- b. websites, services, and/or apps that are developed and hosted by outside vendors or organizations that are not part of the District's program, benefits, or services.

The Board recognizes that such third party websites may not contain age-appropriate advertisements that are consistent with the requirements of Policy 9700.01, AG 9700B, and State and Federal law.

4. **Regular Audits**

The District, under the direction of the web accessibility coordinator(s) or his/her/their designees, will, at regular intervals, audit the District's online content and measure this content against the technical standards adopted above.

*no*

[ ] This audit will occur ( ) at least annually. ( ) no less than once every two (2) years.

If problems are identified through the audit, such problems will be documented, evaluated, and, if necessary, remediated within a reasonable period of time.

5. **Reporting Concerns or Possible Violations**

If any student, prospective student, employee, guest, or visitor believes that the District has violated the technical standards in its online content, s/he may contact the web accessibility coordinator with any accessibility concerns. S/He may also file a formal complaint utilizing the procedures set out in Board Policy 2260 and Policy 2260.01 relating to Section 504 and Title II.

D. **Instructional Use of Apps and Web-Services and Apps**

The Board authorizes the use of web-apps and services and/or apps to supplement and enhance learning opportunities for students either in the classroom or for extended learning outside the classroom.

[SELECT OPTION #1 or #2]

[ ] [OPTION #1]

The Board requires the ( ) Superintendent ( ) \_\_\_\_\_ pre-approve each webapp and/or service and/or app that a teacher intends to use to supplement and enhance student learning. To be approved, the web-app and/or service or app must have a FERPA-compliant privacy policy, as well as comply with all requirements of the Children's Online-Privacy-Protection-Act (COPPA) and the Children's Internet Protection Act (CIPA) ( ) and Section 504 and the ADA.

[END OF OPTION #1]

[OPTION #2]

A teacher who elects to supplement and enhance student learning through the use of web-app and/or services and/or apps is responsible for verifying/certifying to the ( ) Superintendent W. ... that the web-app and/or service or app has a FERPA-compliant privacy policy, and it complies with all requirements of the Children's Online-Privacy-Protection-Act (COPPA) and the Children's Internet Protection Act (CIPA) ( ) and Section 504 and the ADA.

[END OF OPTION #2]

The Board further requires

- ( ) the use of a Board-issued e-mail address in the login process.
- ( ) prior written parental permission to use a student's personal e-mail address in the login process.

#### E. **Training**

The District will provide ( ) annual (  ) periodic training for its employees who are responsible for creating or distributing information with online content so that these employees are aware of this Policy and understand their roles and responsibilities with respect to web design, documents and multimedia content.

[  ] Such training shall be facilitated by an individual with sufficient knowledge, skill and experience to understand and employ the technical standards set forth in Board policies and administrative guideline(s).

#### F. **One-Way Communication Using District Content, Apps, and Services**

The District is authorized to use web pages/sites, apps and services to promote school activities and inform stakeholders and the general public about District news and operations.

Such communications constitute public records that will be archived.

When the Board or Superintendent designates communications distributed via District web pages/sites, apps and services to be one-way communication, public comments are not solicited or desired, and the website, app or service is to be considered a nonpublic forum.

If the District uses a apps and web service that does not allow the District to block or deactivate public comments (e.g., Facebook, which does not allow comments to be turned-off, or Twitter, which does not permit users to disable private messages or mentions/replies), the District's use of that apps and web service will be subject to Policy 7544 - Use of Social Media, unless the District is able to automatically withhold all public comments.

If unsolicited public comments can be automatically withheld, the District will retain the comments in accordance with its adopted record retention schedule (see AP 8310A - Requests for Public Records and AG 8310E - Record Retention and Disposal), but it will not review or consider those comments.

**[DRAFTING NOTE: Districts are advised to adopt a new category of records that covers such "hidden public comments" on social media. Unless dictated by State law, retention periods established by the District for such unsolicited communications should be limited.]**

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Legal R.C. 9.03  
O.A.G. Opinion No. 2002-01

Last Modified by Lori Smith on February 19, 2019

## Auburn JVS Bylaws & Policies

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### **7540.02 - DISTRICT WEB PAGE**

The Board of Education authorizes staff members to create web pages/sites that will be hosted on the Board's servers and published on the Internet. The web pages/sites must reflect the professional image of the District, its employees, and students. The content of all pages must be consistent with the Board's Mission Statement and staff-created web pages/sites are subject to prior review and approval of the Superintendent or designee.

The purpose of web pages/sites hosted on the Board's servers is to educate, inform, and communicate. The following criteria shall be used to guide the development of such web pages/sites:

**A. Educate**

Content should be suitable for and usable by students and teachers to support the curriculum and the Board's Objectives as listed in the Board's Strategic Plan.

**B. Inform**

Content may inform the community about the school, teachers, students, or departments, including information about curriculum, events, class projects, student activities, and departmental policies.

**C. Communicate**

Content may communicate information about the plans, policies and operations of the District to members of the public and other persons who may be affected by District matters.

The information contained on the Board's web site should reflect and support the Board's Mission Statement, Educational Philosophy, and the School Improvement Process.

When the content includes a photograph or information relating to a student, the Board will abide by the provisions of Policy **8330** - Student Records.

All links included on web pages must also meet the above criteria and comply with State and Federal law (e.g. copyright laws, Children's Internet Protection Act, ADA Children's Online Privacy Protection Act (COPPA)). Nothing in this paragraph shall prevent the District from linking the Board's web site to 1) recognized news/media outlets (e.g., local newspapers' web sites, local television stations' web sites) or 2) to web sites that are developed and hosted by outside commercial vendors pursuant to a contract with the Board. The Board recognizes that such third party web sites may contain age-appropriate advertisements that are consistent with the requirements of Policy 9700.01, AG 9700B, and State and Federal law.

Under no circumstances is a web site to be used for commercial purposes, advertising, political lobbying or to provide financial gains for any individual. Included in this prohibition is the fact no web pages contained on the District's web site may: (1) include statements or other items that support or oppose a candidate for public office, the investigation, prosecution or recall of a public official, or passage of a tax levy or bond issue; (2) link to a web site of another organization if the other web site includes such a message; or (3) communicate information that supports or opposes any labor organization or any action by, on behalf of, or against any labor organization.

Under no circumstances is a staff member-created web page/site, including personal web pages/sites, to be used to post student progress reports, grades, class assignments, or any other similar class-related material. The Board maintains its own web site (e.g., Campus Portal) that employees are required to use for the purpose of conveying information to students and/or parents.

Staff members are prohibited from requiring students to go to the staff member's personal web pages/sites (including, but not limited to, their Facebook or MySpace pages) to check grades, obtain class assignments and/or class-related materials, and/or to turn in assignments.

If a staff member creates a web page/site related to his/her class, it must be hosted on the Board's server.

Pages should reflect an understanding that both internal and external audiences will be viewing the information.

School web sites must be located on Board-affiliated servers.

The Superintendent shall prepare administrative guidelines defining the rules and standards applicable to the use of the Board's web site and the creation of web pages/sites by staff.

The Board retains all proprietary rights related to the design of web sites and/or pages that are hosted on the Board's servers, absent written agreement to the contrary.

Students who want their class work to be displayed on the Board's web site must have written parent permission and expressly license its display without cost to the Board.

Prior written parental permission is necessary for a student to be identified by name on the Board's web site.

R.C. 9.03  
O.A.G. Opinion No. 2002-01

Approved 12/4/01  
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Revised 6/2/09  
Revised 5/3/16

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**Auburn  
Career Center**



Book	Policy Manual
Section	Vol. 37, No. 2 - January 2019
Title	Vol. 37, No.2 - January 2019 Revised SCHOOL SAFETY
Code	po8400
Status	From Neola
Adopted	February 3, 2004
Last Revised	May 3, 2016

### 8400 - SCHOOL SAFETY

The Board of Education is committed to maintaining a safe and drug-free environment in all of the District's schools. The Board believes that school crime and violence are multifaceted problems that need to be addressed in a manner that utilizes all available resources in the community through a coordinated effort of School District personnel, law enforcement agencies, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-related event or are on their way to and from school. The Board also believes that the first step in addressing school crime and violence is to assess the extent and nature of the problem(s) or threat, and then plan and implement strategies that promote school safety and minimize the likelihood of school crime and violence.

#### Emergency Management Plan ("EMP")

To that end, the Superintendent shall develop and adopt a comprehensive Emergency Management Plan ("EMP") for each building under his/her control. In developing the EMP for each building, the Superintendent shall involve community law enforcement and safety officials (including, but not limited to, law enforcement, fire, emergency medical personnel, and any local divisions having county-wide emergency management), parents of students who are assigned to the building, and teachers and nonteaching employees assigned to the building. Each EMP shall contain the name, title (if applicable), contact information, and signature of each person involved in development of the EMP.

In developing the EMP, the Superintendent shall examine the environmental conditions and operations of each building to determine potential hazards to student and staff safety. The Superintendent shall further propose operating changes to promote the prevention of potentially dangerous problems and circumstances. The Superintendent shall incorporate remediation strategies into the EMP for any building where documented safety problems have occurred.

Each EMP will consist of four (4) parts:

- A. A single document to address all hazards that may negatively impact the school; including but not limited to active shooter, hostage, bomb threat, act of terrorism, bullying, and any other natural or manmade events that the Superintendent knew or should have reasonably known about that compromise the health or safety of students, employees, administrators, or property. The document will include:

1. a hazard identification and risk analysis (i.e., a process to identify hazards and assess the vulnerability associated with each);
2. an all-hazards emergency operations plan organized around five (5) mission areas: prevention, protection, mitigation, response, and recovery. The plan shall be compliant with the "National Incident Management System" (NIMS);
3. the access and functional needs of the students, teachers, and staff;
4. education for students, staff, and administrators to avoid, deter, or stop an imminent crime or safety issue, threatened or actual;
5. procedures for notifying law enforcement, fire, EMS, emergency management, mental health, and other outside experts who could assist in responding to and recovering from an emergency;

The plan shall be updated and revised at least every three (3) years from the previous date of compliance to reflect lessons learned and best practices to continually improve the plan. The emergency management test and actual emergencies at the school buildings will be a source for lessons learned.

NO ( ) the use of temporary door locking devices as permitted by law.

- B. A floor plan unique to each floor of the building;
- C. A site plan that includes all building property and surrounding property;



D. An emergency contact information sheet.

The Superintendent shall submit an electronic copy of each EMP s/he developed and adopted to the Ohio Department of Education ("ODE") not less than once every three (3) years, whenever a major modification to the building requires changes to the procedures outlined in the EMP, and whenever the information on the emergency contact information sheet changes. No later than the date prescribed by ODE, the Superintendent shall also file a copy of the current, updated EMP with the following:

- A. each law enforcement agency that has jurisdiction over the school building; and
- B. upon request, the local fire department, emergency medical service organization, and county emergency management agency serving the area in which the building is located.

The Superintendent will also file copies of updated EMPs with ODE and the above agencies within ten (10) days after s/he adopts the revised EMPs.

The EMP is not a public record.

The Superintendent shall prepare and conduct at least one (1) annual emergency management test, in accordance with rules adopted by the Ohio Department of Education (ODE). By July 1st of every year, the Superintendent shall review the EMPs s/he previously developed and adopted, and certify in writing to the ODE that the EMPs are current and accurate.

The emergency management test must be a scheduled event; an actual emergency will not satisfy this requirement, even if an after-action report is produced. The emergency management test must be a tabletop, functional, or full-scale as defined in A.C. 3301-5-01, and each type shall be used once every three (3) years. It must include at least one (1) hazard from the hazard analysis in the EMP and at least one (1) functional content area. At least one (1) representative from law enforcement, fire, EMA, EMS, and/or behavioral health should be included.

**[SELECT OPTION #1 OR #2]**

[OPTION #1]

Students will not participate in the emergency management test.

[OPTION #2]

Students may participate in the emergency management test at the discretion of the Director. In deciding whether, and to what extent, to involve students in an emergency management test, the Director should consider what benefit student inclusion in the emergency management test may have on the student population's preparation for an emergency and to enhance the safety of students in the building. The Director shall also consider age-appropriate participation, guidance, and training in preparation for students' participation in the test.

**[END OF OPTIONS]**

**[DRAFTING NOTE: If OPTION #2 is selected, it is strongly advised that the District select the following optional language, which is only listed as an "option" because A.C. 3301-5-10 does not make it mandatory - however, it does state schools "should" obtain parental consent if students are going to participate in the emergency management test.]**

Parental consent is required prior to student participation in the emergency management test.

The Superintendent shall submit an after-action report to the ODE no later than thirty (30) days after the emergency management test documenting the following: 1) date/time/weather/length of exercise; 2) the type of discussion/operation based exercise; 3) the scenario utilized; 4) the hazard(s) utilized (including safety data sheets, as appropriate); 5) the functional content area(s) utilized; and 6) the identification of at least three (3) strengths and at least three (3) improvement areas of the EMP discovered as a result of the emergency management test.

The Superintendent shall grant access to each school building under his/her control to law enforcement personnel and any local fire department, emergency medical service organization, and/or county emergency management agency that has requested a copy of the EMP, to enable such personnel and entities to conduct training sessions for responding to threats and emergency events affecting the school building. Such access shall be provided outside of student instructional hours and the Superintendent or designee shall be present in the building during the training sessions.

Prior to the opening day of each school year, the Superintendent shall inform each enrolled student and the student's parent/legal guardian of the procedures to be used to notify parents in the event of an emergency or a serious threat to safety. Any student enrolled in the school after the annual notification and their parent/legal guardian shall be notified upon enrollment. Also, see Policy 8420 - Emergency Situations at School.

**[OPTION]**

Threat Assessment

The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The following threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication, Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventive or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed.

The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of

risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.

The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each Team shall be headed by the Director and may include a school counselor, school psychologist, instructional personnel, and/or the School Resource Officer, where appropriate. At the discretion of the Superintendent, a threat assessment team may serve more than one (1) school when logistics and staff assignments make it feasible.

The Team will meet when the Director learns a student has made a threat of violence or engages in concerning communications or behaviors that suggest the likelihood of a threatening situation.

The Team is empowered to gather information, evaluate facts, and make a determination as to whether a given student poses a threat of violence to a target. If an inquiry indicates that there is a risk of violence in a specific situation, the Team may collaborate with others to develop and implement a written plan to manage or reduce the threat posed by the student in that situation.

The Board authorizes the Superintendent to create guidelines for the purpose of:

- A. identifying team participants by position and role;
- B. requiring team participants to undergo appropriate training;
- C. defining the nature and extent of behavior or communication that would trigger a threat assessment and/or action pursuant to a threat assessment;
- D. defining the types of information that may be gathered during the assessment;
- E. stating when and how parents/guardians of the student making the threat shall be notified and involved;
- F. designating the individuals (by position) who are responsible for gathering and investigating information;
- G. identifying the steps and procedures to be followed from initiation to conclusion of the threat assessment inquiry or investigation.

Board employees, volunteers, and other school community members, including students and parents, shall immediately report to the Superintendent or Director any expression of intent to harm another person or other statements or behaviors that suggest a student may intend to commit an act of violence.

Nothing in this policy overrides or replaces an individual's responsibility to contact 911 in an emergency.

Regardless of threat assessment activities or protocols, disciplinary action and referral to law enforcement shall occur as required by State law and Board policy.

Threat assessment team members shall maintain student confidentiality at all times as required by Board Policy 8330 - Student Records, and State and Federal law.

#### [END OF OPTION]

#### Safe and Drug Free Schools

As a part of the EMP, the Board shall verify that it has procedures in place for keeping schools safe and drug-free that include (see also, Form 8330 F15 entitled Checklist of Policies and Guidelines Addressing ~~No Child Left Behind Act of 2001~~ Safe and Drug Free Schools):

- A. appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students;
- B. security procedures at school and while students are on the way to and from school;
- C. prevention activities that are designed to maintain safe, disciplined and drug-free environments;
- D. a code of conduct or policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:
  1. allows a teacher to communicate effectively to all students in the class;
  2. allows all students in the class the opportunity to learn;
  3. has consequences that are fair, and developmentally appropriate;
  4. considers the student and the circumstances of the situation; and
  5. is enforced accordingly.

#### Persistently Dangerous Schools

The Board recognizes that State and Federal law requires that the District report annually incidents which meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. It is further understood that the State Department of Education will then use this data to determine whether or not a school is considered "persistently dangerous" as defined by State policy.

Pursuant to the Board's stated intent to provide a safe school environment, the school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceed the threshold number established in State policy, the Superintendent shall

discuss this at the annual meeting for the purpose of reviewing the EMP so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.

convene a meeting of the building administrator, representative(s) of the local law enforcement  agency  agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

The Superintendent shall make a report to the Board about this plan of corrective action and shall recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, students attending the school shall have the choice option as provided in Policy 5113.02 and AG 5113.02.

In addition, the Superintendent shall

discuss the school's designation as a persistently dangerous school at the annual meeting for the purpose of reviewing the EMP so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.

convene a meeting of the building administrator, representative(s) of the local law enforcement  agency  agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

No

If a school in a neighboring district is identified as persistently dangerous and there is not another school in that district, the District will admit students from that school in accordance with Board Policy 5113.02.

**Victims of Violent Crime**

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State law the parents of the eligible student shall have the choice options provided by Policy 5113.02 and AG 5113.02.

R.C. 3313.536  
A.C. 3301-5-01  
Title IX, Section of the ~~No Child Left Behind Act of 2001~~ Elementary and Secondary Education Act, as amended  
20 U.S.C. 6501 et seq.  
Public law 107 - 110

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Legal R.C. 3313.536  
A.C. 3301-5-10  
Title IX, Section 9532 of the Elementary and Secondary Education Act, as amended  
20 U.S.C. 6301 et seq.  
Public Law 107-110

Last Modified by Lori Smith on February 19, 2019

Auburn JVS
Bylaws & Policies

8400 - SCHOOL SAFETY

The Board of Education is committed to maintaining a safe and drug-free environment in all of the District's schools. The Board believes that school crime and violence are multifaceted problems that need to be addressed in a manner that utilizes all available resources in the community through a coordinated effort of School District personnel, law enforcement agencies, and families.

Emergency Management Plan ("EMP")

To that end, the Superintendent shall develop, and the Board shall adopt, an Emergency Management Plan ("EMP") with input from community law enforcement and safety officials, parents of students who are assigned to the building, and teachers and nonteaching employees assigned to the building.

The EMP shall be comprehensive and consider each school building under the Board's control. In developing the EMP, the Superintendent shall examine the environmental conditions and operations of each building to determine potential hazards to student and staff safety. The Superintendent shall also consider whether operating changes are needed to prevent potential danger, noting particular remediation strategies to address previously documented safety problems, if any.

The EMP will include:

- A. protocols for addressing serious threats and emergency events that affect the safety of school property, students, employees, or administrators. These protocols will include appropriate procedures for responding to these threats and emergencies, such as notifying law enforcement, contacting specified emergency response personnel, and alerting parents;
B. a floor plan unique to each floor of each school building;
C. a site plan that includes all school property and surrounding property; and
D. an emergency contact information sheet.

The Superintendent shall prepare and conduct at least one annual emergency management test, in accordance with rules adopted by the Ohio Department of Education (ODE). By July 1st of every year, the Superintendent shall review the EMP and certify in writing to the ODE that the EMP is current and accurate. The Superintendent shall update - and the Board shall adopt - the EMP at least every three (3) years, or earlier if a major modification to a school building requires changes to the EMP, or emergency contact information is no longer accurate and requires changes to the EMP.

Upon approval and adoption of the EMP by the Board, the Superintendent shall submit an electronic copy of the EMP to the ODE. No later than the date prescribed by ODE, the Superintendent shall also file a copy of the EMP with the following:

- A. each law enforcement agency that has jurisdiction over the school building
B. upon request, the local fire department, emergency medical service organization, and county emergency management agency serving the area in which the school district is located

The Superintendent will also file copies of the EMP with the above agencies within thirty (30) days of the Board's adoption of a revised EMP.

The EMP is not a public record.

The Board shall grant access to each school building to law enforcement personnel and any local fire department, emergency medical service organization, or county emergency management agency that has requested a copy of the EMP, to enable such personnel to conduct training sessions for responding to threats and emergency events affecting the School District and/or a school building. Such access shall be provided outside of student instructional hours and an employee of the Board shall be present in the building during the training sessions.

Prior to July 1st or every year, the Superintendent shall inform each enrolled student and the student's parent of the procedures to be used to notify parents in the event of an emergency or a serious threat to safety. Also, see Policy 8420 - Emergency Situations at School.

Safe and Drug Free Schools

As a part of the EMP, the Board shall verify that it has procedures in place for keeping schools safe and drug-free that include (see also, Form 8330 F15 entitled Checklist of Policies and Guidelines Addressing No Child Left Behind Act of 2001):

- A. appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons and the illegal use, possession,

distribution, and sale of tobacco, alcohol, and other drugs by students;

- B. security procedures at school and while students are on the way to and from school;
- C. prevention activities that are designed to maintain safe, disciplined and drug-free environments;
- D. a code of conduct or policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:
  - 1. allows a teacher to communicate effectively to all students in the class;
  - 2. allows all students in the class the opportunity to learn;
  - 3. has consequences that are fair, and developmentally appropriate;
  - 4. considers the student and the circumstances of the situation; and
  - 5. is enforced accordingly.

**Persistently Dangerous Schools**

The Board recognizes that State and Federal law requires that the District report annually incidents which meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. It is further understood that the State Department of Education will then use this data to determine whether or not a school is considered "persistently dangerous" as defined by State policy.

Pursuant to the Board's stated intent to provide a safe school environment, the school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceed the threshold number established in State policy, the Superintendent shall convene a meeting of the building administrator, representative(s) of the local law enforcement agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

The Superintendent shall make a report to the Board about this plan of corrective action and shall recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, students attending the school shall have the choice option as provided in Policy 5113.02 and AG 5113.02.

In addition, the Superintendent shall convene a meeting of the building administrator, representative(s) of the local law enforcement agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

**Victims of Violent Crime**

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State law the parents of the eligible student shall have the choice options provided by Policy 5113.02 and AG 5113.02.

R.C. 3313.536  
Title IX, Section 9532 of the No Child Left Behind Act of 2001  
20 U.S.C. 6301 et seq.  
Public Law 107-110

Adopted 2/3/04  
Revised 3/14/06  
Revised 5/1/07  
Revised 4/13/10  
Revised 5/3/16

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## Auburn Career Center



Book	Policy Manual
Section	Vol. 37, No. 2 - January 2019 (SOCIAL MEDIA)
Title	Vol. 37, No. 2 - January 2019 Revised DEFINITIONS
Code	po0100
Status	From Neola
Adopted	July 1, 1990
Last Revised	December 7, 2005

### 0100 - DEFINITIONS

Whenever the following items are used in these ( ) bylaws and policies ( ) bylaws, policies and administrative guidelines, they shall have the meaning set forth below:

#### **Administrative Guideline**

A statement, based on policy, usually written, which outlines and/or describes the means by which a policy should be implemented and which provides for the management cycle of planning, action, and assessment or evaluation.

#### **Agreement**

A collectively negotiated contract with a recognized bargaining unit.

#### **Apps and Web Services**

Apps/web and services are software (i.e., computer programs) that support the interaction of personal/wireless communication devices (as defined in Bylaw 0100, above) over a network, or client-server applications in which the user interface runs in a web browser. Apps/web and services are used to communicate/transfer information/data that allow students to perform actions/tasks that assist them in attaining educational achievement goals/objectives, enable staff to monitor and assess their students' progress, and allow staff to perform other tasks related to their employment. Apps/web and services also are used to facilitate communication to, from and among and between, staff, students, and parents, Board members and/or other stakeholders and members of the community.

#### **Board**

The Board of Education.

#### **Bylaw**

Rule of the Board for its own governance.

#### **Classified Employee**

An employee who provides support to the District's program and whose position does not require a teaching license.

#### **Compulsory School Age**

A child between six (6) and eighteen (18) years of age or a child under six years of age who has been enrolled in kindergarten unless at any time the child's parent or guardian, at the parent's or guardian's discretion and in consultation with the child's teacher and director, formally withdraws the child from kindergarten.

#### **Director**

The person in charge of a major program or section of the Vocational School's operation. It implies delegation of specific responsibilities to designees.

#### **District**

The Joint Vocational School District.

#### **Due Process**

The safeguards to which a person is entitled in order to protect his/her rights.

#### **Full Board**



Authorized number of voting members entitled to govern the District.

### Information Resources

The Board defines Information Resources to include any data/information in electronic, audio-visual or physical form, or any hardware or software that makes possible the storage and use of data/information. This definition includes but is not limited to electronic mail, voice mail, social media, text messages, databases, CD-ROMs/DVDs, web sites, motion picture film, recorded magnetic media, photographs, digitized information, or microfilm. This also includes any equipment, computer facilities, or online services used in accessing, storing, transmitting or retrieving electronic communications.

### Joint Vocational Superintendent

The Superintendent of Schools for the \_\_\_\_\_ Educational Service Center Schools.

### May

This word is used when an action by the Board or its designee is permitted but not required.

### Meeting

Any prearranged discussion of the Board's public business by a majority of Board members.

### Parent

The natural, adoptive, or surrogate parents or the party designated by the courts as the legal guardian or custodian of a student. Both parents will be considered to have equal rights unless a court of law decrees otherwise. When a student is the subject of a power of attorney or caretaker authorization affidavit executed by the student's grandparent(s), the term parent shall also refer to the grandparent designated as the attorney-in-fact under the power of attorney or the grandparent who executed the affidavit.

### MAKE ONE (1) CHOICE UNDER OPTION #1 (REGARDING GRANDPARENT RIGHTS UNDER POWER OF ATTORNEY) AND ONE (1) CHOICE UNDER OPTION #2 (REGARDING GRANDPARENT RIGHTS UNDER A CARETAKER AUTHORIZATION AFFIDAVIT)

#### [OPTION #1]

Although the grandparent shall have rights and responsibilities with regard to the care, physical custody, and control of the student, including the ability to enroll the student in school, to obtain from the District educational or behavioral information about the student, consent to all school related matters, and consent to medical, psychological, or dental treatment for the student, the power of attorney does not convey legal custody of the grandchild to the grandparent and does not affect the rights of the parent, guardian, or custodian of the student in any future proceeding concerning the custody of the student or allocation of parental rights and responsibilities for the care of the student.

#### OR

Although the grandparent is authorized to provide consent in all school related matters and to obtain from the school district educational and behavioral information about the student, the power of attorney does not preclude the parent, guardian or custodian of the child from having access to all school records pertinent to the child.

#### [OPTION #2]

Likewise, although the grandparent shall have rights and responsibilities with regard to the care, physical custody, and control of the student, including the ability to enroll the student in school, to discuss with the District the student's educational progress, consent to all school related matters, and consent to medical, psychological, or dental treatment for the student, the caretaker authorization affidavit does not convey legal custody of the grandchild to the grandparent and does not affect the rights of the student's parents, guardian or custodian regarding the care, physical custody, and control of the child.

#### OR

Likewise, although the grandparent is authorized to provide consent in all school related matters and to discuss with the school district the student's educational progress, the caretaker authorization affidavit does not preclude the parent, guardian or custodian of the child from having access to all school records pertinent to the child.

#### [NOTE: END OF OPTIONS]

R.C. 3313.64, 3109.52, 3109.65

### Participating Local District

A city, exempted village, or local school district that is part of the tax base of the District or makes arrangements to participate in a program or service offered by the District.

### Personal Communication Devices

Personal communication devices ("PCDs") include computers, laptops, tablets, e-readers, cellular/mobile phones, smartphones, ( ) telephone paging devices (e.g., beepers or pagers), and/or other web-enabled devices of any type.

### Policy

General written statement which signifies the position of the Board of Education concerning the functioning of the schools and which authorizes appropriate action and feedback.

**President**

The chief executive officer of the Board. (See Bylaw 0170)

**Professional Staff Member**

An employee who implements or supervises one (1) or more aspects of the District's program and whose position requires a credential from the State Department of Education.

**Relative**

The mother, father, sister, brother, spouse, parent of spouse, child, grandparents, grandchild, or dependent in the immediate household as defined in the negotiated, collectively-bargained agreement.

**Secretary**

The chief clerk of the Board of Education.

**Shall**

This word is used when an action by the Board or its designee is required. (The word "will" or "must" signifies a required action.)

**Social Media**

Social media are online platforms where users engage one another and/or share information and ideas through text, video, or pictures. Social media consists of any form of online publication or presence that allows interactive communication, including, but not limited to, text messaging, instant messaging, websites, web logs ("blogs"), wikis, online forums (e.g., chat rooms), virtual worlds, and social networks. Examples of social media include, but are not limited to, Facebook, Facebook Messenger, Google Hangouts, Twitter, LinkedIn, YouTube, Flickr, Instagram, Pinterest, Snapchat, Skype, and Facetime. Social media does not include sending or receiving e-mail through the use of District-issued e-mail accounts. Apps and services shall not be considered social media unless they are listed on the District's website as District-approved social media platforms/sites.

**Student**

A student from a participating local district or a person who is officially enrolled in a program of the District.

**Superintendent**

The chief operating officer of the School District. It implies delegation of specific responsibilities to designees.

**Technology Resources**

The Board defines Technology Resources to include computers, laptops, tablets, e-readers, cellular/mobile telephones, smartphones, web-enabled devices, video and/or audio recording equipment, SLR and DSLR cameras, projectors, software and operating systems that work on any device, copy machines, printers and scanners, information storage devices (including mobile/portable storage devices such as external hard drives, CDs/DVDs, USB thumb drives and memory chips), the computer network, Internet connection, and online educational services and apps.

**Textbook**

This word is used to describe the learning material duly adopted and required as standard work for the study of a particular subject. It may be bound and printed with a hard or soft cover, or it may be electronic, e.g., computer software, interactive videodisc, magnetic media, CD ROM, computer courseware, on-line service, electronic medium, or other means of conveying information.

**Treasurer**

The chief fiscal officer of the District.

**Vice-President**

The vice-president of the Board of Education. (See Bylaw 0170)

**Voting**

A vote at a meeting of the Board of Education. The law requires that Board members must be physically present in order to have their vote officially recorded in the Board minutes. (R.C. 3313.18, 3313.20)

Citations to Ohio Statute are noted as R.C. (Revised Code). Citations to Rules of the State Board of Education are noted as A.C. (Administrative Code). Citations to the Federal Register are noted as FR, to the Code of Federal Regulations as C.F.R., and to the United States Code as U.S.C.

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Last Modified by Lori Smith on February 19, 2019



**Auburn JVS  
Bylaws & Policies**

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**0100 - DEFINITIONS**

Whenever the following items are used in these bylaws and policies, they shall have the meaning set forth below:

**Agreement**

A collectively negotiated contract with a recognized bargaining unit.

**Board**

The Auburn Vocational School District Board of Education.

**Bylaw**

Rule of the Board for its own governance.

**Classified Employee**

An employee who provides support to the District's program and whose position does not require a teaching license.

**District**

The Auburn Vocational School District.

**Due Process**

The safeguards to which a person is entitled in order to protect his/her rights.

**Full Board**

Authorized number of voting members entitled to govern the District.

**May**

This word is used when an action by the Board or its designee is permitted but not required.

**Meeting**

Any gathering which is attended by or open to all of the members of the Board, held with the intent on the part of the members of the body present to discuss or act as a unit upon the specific public business of that body.

### **Parent**

The natural or adoptive parents or the party designated by the courts as the legal guardian or custodian of a student. Both parents will be considered to have equal rights unless a court of law decrees otherwise. When a student is the subject of a power of attorney or caretaker authorization affidavit executed by the student's grandparent(s), the term parent shall also refer to the grandparent designated as the attorney-in-fact under the power of attorney or the grandparent who executed the affidavit.)

Although the grandparent shall have rights and responsibilities with regard to the care, physical custody, and control of the student, including the ability to enroll the student in school, to obtain from the District educational or behavioral information about the student, consent to all school related matters, and consent to medical, psychological, or dental treatment for the student, the power of attorney does not convey legal custody of the grandchild to the grandparent and does not affect the rights of the parent, guardian, or custodian of the student in any future proceeding concerning the custody of the student or allocation of parental rights and responsibilities for the care of the student.

Likewise, although the grandparent shall have rights and responsibilities with regard to the care, physical custody, and control of the student, including the ability to enroll the student in school, to discuss with the District the student's educational progress, consent to all school related matters, and consent to medical, psychological, or dental treatment for the student, the caretaker authorization affidavit does not convey legal custody of the grandchild to the grandparent and does not affect the rights of the student's parents, guardian or custodian regarding the care, physical custody, and control of the child.

R.C. 3313.64, 3109.52, 3109.65

### **Participating Local District**

A city, exempted village, or Local School District that is part of the tax base of the District or makes arrangements to participate in a program or service offered by the District.

### **Policy**

General written statement which signifies the position of the Board of Education concerning the functioning of the schools and which authorizes appropriate action and feedback.

### **President**

The chief executive officer of the Board of Education. (see Bylaw 0170)

### **Professional Staff Member**

An employee who implements or supervises one (1) or more aspects of the District's program and whose position requires a credential from the State Department of

Education

**Shall**

This word is used when an action by the Board or its designee is required. (The word "will" or "must" signifies a required action.)

**Student**

A student from a participating Local District or a person who is officially enrolled in a program of the District.

**Superintendent**

The chief operating officer of the Auburn Vocational School District.

**Treasurer**

The chief financial officer of the District. (see Bylaw 0170)

**Vice President**

The vice president of the Board of Education. (see Bylaw 0170)

**Voting**

A vote at a meeting of the Board of Education. The law requires that Board members must be physically present in order to have their vote officially recorded in the Board minutes. (R.C. 3313.18, 3313.20)

Citations to Ohio Statute are noted as R.C. (Revised Code). Citations to Rules of the State Board of Education are noted as A.C. (Administrative Code).

Revised 12/7/05

## Auburn Career Center



Book Policy Manual  
 Section Vol. 37, No. 2 - January 2019 (SOCIAL MEDIA)  
 Title Vol. 37, No. 2 - January 2019 New USE OF SOCIAL MEDIA  
 Code po7544  
 Status From Neola

### 7544 - USE OF SOCIAL MEDIA

Technology is a powerful tool to enhance education, communication, and learning.

The Board of Education authorizes the use of social media to promote community involvement and facilitate effective communication with students, parents/guardians, staff ( ) (including District-approved volunteers) [END OF OPTION], and the general public. Social media is defined in Bylaw 0100.

The Superintendent is charged with designating the District-approved social media platforms/sites ( ), which shall be listed on the District's website.

In designating District-approved social media platforms/sites, the Superintendent shall specify which platforms/sites are appropriate for use at the District-level, the building or department level, for extra-curricular activities, and at the individual level by employees for professional purposes. [END OF OPTION]

It is critical that students be taught how to use social media platforms safely and responsibly. Social media (as defined in Bylaw 0100) are a powerful and pervasive technology that affords students and employees the opportunity to communicate for school and work purposes, and to collaborate in the delivery of a comprehensive education. Federal law mandates that the District provide for the education of students regarding appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and regarding cyberbullying awareness and response. See School Board Policy 7540.03 – Student Technology Acceptable Use and Safety.

The District recognizes that employees may use social media for personal as well as professional reasons. The District neither encourages nor discourages employees' use of social media for personal purposes. The District regulates employees' use of social media for purposes related to their District assignment to the same extent as it regulates any other form of employee communication in that regard.

**[DRAFTING NOTE: Districts should consult with their legal counsel concerning the First Amendment implications associated with using social media that permits public comment. Select Option 1 or 2.]**

[ ] [OPTION #1]

The District uses approved social media platforms/sites as interactive forms of communication.

[OPTION #2]

The District uses approved social media platforms/sites as interactive forms of communication and ( ) accepts ( ) invites ( ) welcomes public comments. The District-approved social media platforms/sites are considered limited public forums. As such, the District will monitor posted comments to verify they are on-topic, consistent with the posted rules for use of the forum, and in compliance with the platform/site's applicable terms of service. The Board's review of posted comments will be conducted in a viewpoint neutral manner, and consistent with State and Federal law. Employees' personal posts on the public platforms/sites are limited/restricted to matters of general public interest that are not related to the employee's specific employment and wholly unrelated to the employee's job responsibilities (i.e., matters where it is clear the individual is posting not in an official capacity, but simply as a member of the public). Employees in administrative positions are ordinarily not permitted to post personal comments on matters of general public interest because to do so could be misconstrued as Board-sponsored speech.

**[END OF OPTIONS #1 AND # 2]**

Each District-approved social media account/site must contain a statement that specifies its purpose(s) and limits those who access the social media account/site to use of the account/site only for that/those purpose(s), and in accordance with any specified procedures, and applicable terms of service. Users are personally responsible for the content of their posts.

### **Social Media for Instructional and School-Sponsored Activities**

Staff (including District-approved volunteers) may, with prior approval/authorization from the  Director, ( ) Superintendent, ( ) \_\_\_\_\_, use social media platforms/sites for classroom instruction or school-sponsored activities. When a staff member uses a District-approved social media platform/site for an educational purpose, it will be considered an educational activity and will not be considered a limited public forum. Students' use of District-approved social media platforms/sites must be consistent with the Student Code of Conduct, Policy 5722 -School-Sponsored Student Publications and Productions/AG 5722 – School-Student Publications and

Productions, Policy 7540.03/AG 7540.03 – Student Technology Acceptable Use and Safety, the instructor's directions/procedures, and the platform/site's applicable terms of service. Students are prohibited from posting or releasing personal information about students, employees, and volunteers through District-approved social media without appropriate consent.

**[DRAFTING NOTE: Select either Option 3 or 4, or, at the District's discretion, choose neither option.]**

[OPTION #3]

Staff members ( ) (including District-approved volunteers) [END OF OPTION] must provide parents of students involved in a school-sponsored activity the ability to opt-out of having their child use social media platforms/sites for communication purposes associated with that activity, and arrange for an alternative method of communicating with the participating student concerning the school-sponsored activity.

[OPTION #4]

Staff members ( ) (including District-approved volunteers) [END OF OPTION] must obtain parental consent for students to participate in the use of social media platforms/sites related to a school-sponsored activity. If a parent refuses to provide such consent, the staff member must arrange for an alternative method of communicating with the participating student concerning the school-sponsored activity.

**[END OF OPTIONS #3 AND #4]**

#### **Expected Standards of Conduct on District-Approved Social Media**

Employees ( ) and District-approved volunteers [END OF OPTION] who access District-approved social media platforms are expected to conduct themselves in a respectful, courteous, and professional manner. Students, parents, and members of the general public who access District-approved social media platforms are similarly expected to conduct themselves in a respectful, courteous, and civil manner.

District-approved social media sites shall not contain content that is obscene; is vulgar and lewd such that it undermines the school's basic educational mission; is libelous or defamatory; constitutes hate speech; promotes illegal drug use; is aimed at inciting an individual to engage in unlawful acts or to cause a substantial disruption or material interference with District operations; or interferes with the rights of others. The District may exercise editorial control over the style and content of student speech on District-approved social media, if reasonably related to legitimate pedagogical concerns. Staff or students who post prohibited content shall be subject to appropriate disciplinary action.

The District is committed to protecting the privacy rights of students, parents/guardians, staff, volunteers, Board members, and other individuals on District-approved social media sites. District employees ( ) and volunteers [END OF OPTION] are prohibited from posting or releasing confidential information about students, employees, volunteers, or District operations through social media, without appropriate consent (i.e., express written consent from the parent of a student, the affected employee or volunteer, or the Superintendent concerning District operations).

#### **Retention of Public/Student Records**

District communications that occur through the use of District-approved social media platforms/sites – including staff members' ( )/volunteers' [END OF OPTION] use of social media with school-sponsored activities, and comments, replies, and messages received from the general public – may constitute public records or student records, and all such communications will be maintained (i.e., electronically archived) in accordance with the Board's adopted record retention schedule and all applicable State statutes. (See AG 8310A – Requests for Public Records)

Records that do not document the organization, functions, policies, decisions, procedures, operations, or other activities of the District do not become public records just because they are kept or maintained by the District under this policy.

**[DRAFTING NOTE: Districts should only choose the following Option if they intend to approve individual District employees/volunteers using social media platforms, like Facebook or Twitter, that require professional pages to be linked to personal pages as District-approved social media platforms. Districts are advised to discuss this Option with their local legal counsel before selecting it. Selection of this Option is not covered by Neola's warranty.]**

Staff members ( ) and District-approved volunteers [END OF OPTION] cannot rely on social networking platforms (e.g., Facebook, Twitter, etc.) to sufficiently fulfill potential records retention requirements because these platforms, in general, do not guarantee retention and are unlikely to assist in the production of third-party comments and communications that have been edited, deleted, or are otherwise no longer available. Consequently, District employees ( ) and volunteers [END OF OPTION] who use such social media accounts for professional communications must operate them in accordance with the general archiving practices and technology instituted by the District so records remain within the District's control and are appropriately retained.

**[END OF OPTION]**

If a staff member uses District-approved social media platforms/sites in the classroom for educational purposes (i.e., classroom instruction), the staff member must consult with the Director concerning whether such use may result in the creation of public and/or education records that must be maintained (i.e., electronically archived) for a specific period of time.

**[DRAFTING NOTE: Select Option 5, 6, 7, 8, or 9]**

#### **Employees' Use of District Technology Resources to Access Social Media for Personal Use**

[OPTION #5]

Employees ( ) and District-approved volunteers [END OF OPTION] are prohibited from using District technology resources (as

defined in Bylaw 0100) to access social media for personal use.

[OPTION #6]

Employees ( ) and District-approved volunteers [END OF OPTION] are prohibited from using District technology resources (as defined in Bylaw 0100) to access social media for personal use during work hours.

They are reminded that the District may monitor their use of District technology resource.

[OPTION #7]

Employees ( ) and District-approved volunteers [END OF OPTION] are permitted to use District technology resources (as defined in Bylaw 0100) to access social media for personal use during breaks, mealtimes, and before and after scheduled work hours.

They are reminded that the District may monitor their use of District technology resource.

[OPTION #8]

Employees ( ) and District-approved volunteers [END OF OPTION] are permitted to use District technology resources (as defined in Bylaw 0100) to access social media for personal use during work hours, provided it does not interfere with the employee's( )/volunteer's [END OF OPTION] job performance.

They are reminded that the District may monitor their use of District technology resource.

[OPTION #9]

Employees ( ) and District-approved volunteers [END OF OPTION] are permitted to use District technology resources (as defined in Bylaw 0100) to access social media for personal use, provided the employee's( )/volunteer's [END OF OPTION] use during work hours does not interfere with his/her job performance.

They are reminded that the District may monitor their use of District technology resource.

[END OF OPTIONS 5-9]

[DRAFTING NOTE: Select Option 10, 11, or 12]

**Employees' Use of Personal Communication Devices at Work to Access Social Media for Personal Use**

[OPTION #10]

Employees are prohibited from using personal communication devices to access social media for personal use during work hours.

[OPTION #11]

Employees are permitted to use personal communication devices to access social media for personal use during breaks and mealtimes.

[OPTION #12]

Employees are permitted to use personal communication devices to access social media for personal use during work hours, provided it does not interfere with the employee's job performance.

[END OF OPTIONS 10-12]

Employees ( ) and District-approved volunteers [END OF OPTION] are prohibited from posting or engaging in communication that violates State or Federal law, Board policies, or administrative procedures. If an employee/volunteer's communication interferes with his/her ability to effectively perform his/her job, or violates State or Federal law, Board policies, or administrative procedures, the District may impose disciplinary action and/or refer the matter to appropriate law enforcement authorities.

This policy and its corresponding administrative guideline will be reviewed and updated

as necessary

( ) on an annual basis.

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Legal 20 U.S.C. 1232g  
34 C.F.R. Part 99  
Protecting Children in the 21st Century Act, Pub. L. No. 110-385, Title II, Stat. 4096 (2008)  
Children's Internet Protection Act (CIPA), Pub. L. No. 106-554 (2001)

Last Modified by Lori Smith on February 19, 2019

## Auburn Career Center



Book	Policy Manual
Section	Vol. 37, No. 2 - January 2019 (SOCIAL MEDIA)
Title	Vol. 37, No. 2 - January Revised TECHNOLOGY
Code	po7540
Status	From Neola
Adopted	December 4, 2001
Last Revised	June 26, 2012

### 7540 - TECHNOLOGY

The Board of Education is committed to the effective use of technology to both enhance the quality of student learning and the efficiency of District operations.

Students' use of District's Technology Resources (see definitions in Bylaw 0100) is a privilege, not a right. Students and their parents must sign and submit a Student Technology Acceptable Use and Safety form  annually. (See also, Policy 7540.03)

The Superintendent shall develop ( ), recommend for approval by the Board, **[NOTE: END OF OPTION]** and implement a written District Technology Plan (DTP). One of the primary purposes of the DTP is to evaluate new and emerging technologies and how they will play a role in student achievement and success and/or efficient and effective District operations.  The Board will financially support, as the budget permits, the DTP, including recommendations to provide new and developing technology for students and staff. **[NOTE: END OF OPTION]**

The Superintendent shall create a Technology Governance Committee (see AG 7540B) to oversee and guide the development of the DTP. The Superintendent shall appoint individuals to the Technology Governance Committee that include representatives of all educational, administrative and business/operational areas in the District.

The DTP shall set forth procedures for the proper acquisition of technology. The DTP shall also provide guidance to staff and students about making safe, appropriate and ethical use of District Technology Resources, as well as inform both staff and students about disciplinary actions that will be taken if its Technology Resources are abused in any way or used in an inappropriate, illegal, or unethical manner. See Policy 7540.03 and AG 7540.03 - Student Education Technology Acceptable Use and Safety, and Policy 7540.04 and AG 7540.04 - Staff Education Technology Acceptable Use and Safety.

The Superintendent , in conjunction with the IT Director, **[NOTE: END OF OPTION]** shall review the DTP and

report

recommend the approval of

any changes, amendments, or revisions to the Board ( ) annually.

This policy, along with the Student and Staff Technology Acceptable Use and Safety policies, and the Student Code of Conduct, further govern students' and staff members' use of their personal communication devices (see Policy 5136 and Policy 7530.02). Users have no right or expectation of privacy when using District technology resources (including, but not limited to, privacy in the content of their personal files, e-mails and records of their online activity when using the District's computer network and/or Internet connection).

Further safeguards shall be established so that the Board's investment in both hardware and software achieves the benefits of technology and inhibits negative side effects. Accordingly, students shall be educated about appropriate online behavior including, but not limited to, using social media, which is defined in Bylaw 0100, to interact with others online; interacting with other individuals in chat rooms or on blogs; and, recognizing what constitutes cyberbullying, understanding cyberbullying is a violation of Board policy, and learning appropriate responses if they experience cyberbullying.

~~For purposes of this policy, social media is defined as Internet-based applications that facilitate communication (e.g., interactive/two-way conversation/dialogue) and networking between individuals or groups. Social media is "essentially a category of online media where people are talking, participating, sharing, networking, and bookmarking online. Most social media services encourage discussion, feedback, voting, comments, and sharing of information from all interested parties." [Quote from Ron Jones of Search Engine Watch] Social media provides a way for people to stay "connected or linked to other sites, resources, and people." Examples include Facebook, Twitter, Instagram, webmail, text messaging, chat, blogs, and instant messaging (IM). Social media does not include sending or receiving e-mail through the use of District-issued e-mail accounts.~~

**[CHOOSE ONE OF THE THREE OPTIONS, IF DESIRED]**

**OPTION 1**



~~Staff use of District-approved social media platforms/sites shall be consistent with Policy 7544. Staff may use social media for business-related purposes. Authorized staff may use District Technology Resources to access and use social media to increase awareness of District programs and activities, as well as to promote achievements of staff and students, provided the Superintendent approves, in advance, such access and use. Use of social media for business-related purposes is subject to Ohio's public records laws and staff members are responsible for archiving their social media and complying with the District's record retention schedule. See Policy 8310 – Public Records, AG 8310A – Public Records, and AG 8310G – Records Retention and Disposal.~~

~~Instructional staff and their students may use District Technology Resources to access and use social media for educational purposes, provided the Director approves, in advance, such access and use.~~

~~Students must comply with Policy 5136, Policy 5722, Policy 7540.03, and Policy 7544 Policy 7540.03 and Policy 5136 when using District Technology Resources to access and/or use social media. Similarly, staff must comply with Policy 7540.04 and Policy 7530.02 when using District Technology Resources to access and/or use District-approved social media.~~

**[END OF OPTION #1]**

~~Similarly, staff must comply with Policy 7544, Policy 7540.04, and Policy 7530.02 when using District technology resources to access and/or use District-approved social media platforms/sites.~~

**OR**

**[ ] OPTION 2 [DRAFTING NOTE: Choose this option if the District intends to prohibit staff and students from accessing social media using District technology resources.]**

The Board prohibits students and staff members from using District Technology Resources to access and/or use social media.

**[END OF OPTION #2]**

**OR**

**[ ] [OPTION #3]**

The Board prohibits students from using District Technology Resources to access and/or use social media for other than instructional purposes.

Staff may use District-approved social media platforms/sites in accordance with Policy 7544 ( ) and, pursuant to Policy 7540.02, may use web content, apps, and services for one-way communication with the District's constituents [END OF OPTION]. Authorized staff may use District Technology Resources to access and use District-approved social media platforms/sites to increase awareness of District programs and activities, as well as to promote achievements of staff and students, provided the Superintendent approves, in advance, such access and use. Use of District-approved social media platforms/sites for business-related purposes is subject to Ohio's public records laws and, as set forth in Policy 7544, staff members are responsible for archiving their social media and complying with the District's record retention schedule. See Policy 8310 – Public Records and AG 8310A - Public Records.

**[DRAFTING NOTE: Retain this provision if the District has chosen an option in Policy 7544 permitting staff to access social media from District technology resources or from personal technology resources.]**

Staff must comply with Policy 7544, Policy 7540.04 and Policy 7530.02 when using District Technology Resources ( ) or personally-owned WCDs [END OF OPTION] to access and/or use social media for personal purposes.

**[END OF OPTION #3]**

**[END OF OPTIONS]**

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Bylaws & Policies**

**7540 - COMPUTER TECHNOLOGY AND NETWORKS**

The Board of Education is committed to the effective use of technology to both enhance the quality of student learning and the efficiency of operations within the school system.

However, the use of the District's network and technology resources by students is a privilege, not a right. As a prerequisite, students and their parents must sign and submit a *Student Network and Internet Acceptable Use and Safety* form annually. (See also, Policy 7540.03)

The Superintendent shall develop and implement a written District Technology Plan (DTP). Procedures for the proper acquisition of technology shall be set forth in the DTP. The DTP shall also provide guidance to staff and students about making safe, appropriate and ethical use of the District's network(s), as well as inform both staff and students about disciplinary actions that will be taken if Board technology and/or networks are abused in any way or used in an inappropriate, illegal, or unethical manner.

Further safeguards shall be established so that the Board's investment in both hardware and software achieves the benefits of technology and inhibits negative side effects. Accordingly, students shall be educated about appropriate online behavior including, but not limited to, using social media to interact with others online; interacting with other individuals in chat rooms or on blogs; and, recognizing what constitutes cyberbullying, understanding cyberbullying is a violation of District policy, and learning appropriate responses if they are victims of cyberbullying.

Social media shall be defined as internet-based applications (such as Facebook, MySpace, Twitter, et cetera) that turn communication into interactive dialogue between users. The Board authorizes the instructional staff to access social media from the District's network, provided such access has an educational purpose for which the instructional staff member has the prior approval of the Technology Director.

However, personal access and use of social media, blogs, or chat rooms from the District's network is expressly prohibited and shall subject students and staff members to discipline in accordance with Board policy.

The Board authorizes the access and use of social media from the District's network to increase awareness of District programs and activities, as well as to promote achievements of staff and students, provided such access and use is approved in advance by the Superintendent.

Adopted 12/4/01  
Revised 3/2/10  
Revised 6/26/12

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## Auburn Career Center



Book	Policy Manual
Section	Vol. 37, No. 2 - January 2019 (SOCIAL MEDIA)
Title	Vol. 37, No. 2 - January 2019 Revised STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY
Code	po7540.04
Status	From Neola
Adopted	December 4, 2001
Last Revised	May 3, 2016

### 7540.04 - STAFF TECHNOLOGY ACCEPTABLE USE AND SAFETY

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The Board of Education provides Technology and Information Resources (as defined by Bylaw 0100) to support the educational and professional needs of its staff and students. The Board provides staff with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students and to facilitate the staff's work. The District's Internet system does not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose.

The Board regulates the use of District Technology and Information Resources by principles consistent with applicable local, State, and Federal laws, and the District's educational mission. This policy and its related administrative guidelines [Policy 7544 and AG 7544](#) **[END OF OPTION]** and any applicable employment contracts and collective bargaining agreements govern the staffs' use of the District's Technology and Information Resources and staff's personal communication devices when they are connected to the District's computer network, Internet connection and/or online educational services/apps, or when used while the staff member is on Board-owned property or at a Board-sponsored activity (see Policy 7530.02).

**[DRAFTING NOTE: Choose the option above if the Superintendent recommends and the Board adopts Policy 7544.]**

Users are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its Technology Resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right or expectation to privacy when using District Technology and Information Resources (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the District's computer network and/or Internet connection).

Staff members are expected to utilize District Technology and Information Resources to promote educational excellence in our schools by providing students with the opportunity to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The Board encourages the faculty to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources in enriching educational activities. The instructional use of the Internet and online educational services will be guided by Board Policy 2520 - Selection of Instructional Materials and Equipment.

The Internet is a global information and communication network that brings incredible education and information resources to our students. The Internet connects computers and users in the District with computers and users worldwide. Through the Internet, students and staff can access relevant information that will enhance their learning and the education process. Further, District Technology Resources provide students and staff with the opportunity to communicate with other people from throughout the world. Access to such an incredible quantity of information and resources brings with it, however, certain unique challenges and responsibilities.

~~First, the~~ **The** Board may not be able to technologically limit access, through its Technology Resources, to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or Superintendent, the technology protection measures may also be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of staff members to restrict access to child pornography and other material that is obscene,

objectionable, inappropriate and/or harmful to minors. The technology protection measures, may not be disabled at any time that students may be using the District Technology Resources, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any staff member who attempts to disable the technology protection measures without express written consent of an appropriate administrator will be subject to disciplinary action, up to and including termination.

The Superintendent or \_\_\_\_\_ may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material, if access to such sites has been inappropriately blocked by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures.  The Superintendent or \_\_\_\_\_ may also disable the technology protection measures to enable access for bona fide research or other lawful purposes.

Staff members will participate in professional development programs in accordance with the provisions of law and this policy. Training shall include:

- A. the safety and security of students while using e-mail, chat rooms, social media and other forms of direct electronic communications;
- B. the inherent danger of students disclosing personally identifiable information online;
- C. the consequences of unauthorized access (e.g., "hacking", "harvesting", "digital piracy", "data mining", etc.), cyberbullying and other unlawful or inappropriate activities by students or staff online; and
- D. unauthorized disclosure, use, and dissemination of personally-identifiable information regarding minors.

Furthermore, staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above, and staff members will monitor students' online activities while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

The disclosure of personally identifiable information about students online is prohibited.

Building Directors are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the District Technology Resources. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social media including in chat rooms and cyberbullying awareness and response. All users of District Technology Resources are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

~~Staff will be assigned a school email address that they are required to utilize for all school-related electronic communications, including those to students, parents and other staff members.~~

Staff will be assigned a school e-mail address that they are required to utilize for all school-related electronic communications, including those to students, parents and other constituents, fellow staff members, and vendors or individuals seeking to do business with the District.

With prior approval from the Superintendent or \_\_\_\_\_, staff may direct students who have been issued school-assigned email accounts to use those accounts when signing-up/registering for access to various online educational services, including mobile applications/apps that will be utilized by the students for educational purposes under the teacher's supervision.

Staff members are responsible for good behavior when using District Technology and Information Resources - i.e., behavior comparable to that expected when they are in classrooms, school hallways, and other school premises and school sponsored events. Communications on the Internet are often public in nature. The Board does not approve any use of its Technology and Information Resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines  and Policy 7544 and its accompanying guideline [END OF OPTION].

**[DRAFTING NOTE: Choose the option above if the Superintendent recommends and the Board adopts Policy 7544.]**

~~**[NOTE: If language about social media is added to Policy 7540, choose the appropriate option to match that language]**~~  
~~**[NOTE: If the use of social media is authorized by Policy 7540 and Policy 7544, choose the appropriate option to match that language]**~~

Staff members may only use District Technology Resources to access or use social media if it is done for educational or business-related purposes.

Staff members use of District technology resources to access or use social media is to be consistent with Policy 7544 and its accompanying guideline.

**[DRAFTING NOTE: Choose the following option to provide further direction to staff regarding the appropriate versus inappropriate use of social media.]**

An employee's personal or private use of social media may have unintended consequences. While the Board respects its employees' First Amendment rights, those rights do not include permission to post inflammatory comments that could compromise the District's mission, undermine staff relationships, or cause a substantial disruption to the school environment. This warning includes staff members' online conduct that occurs off school property including from the employee's personal communication device. Postings to social media should be done in a manner sensitive to the staff member's professional responsibilities.

**[END OF OPTIONS]**

General school rules for behavior and communication apply.

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of District Technology and Information Resources that are not authorized by this policy and its accompanying guidelines.

The Board designates the Superintendent and \_\_\_\_\_ as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to staff members' use of District Technology and Information Resources.

### **{OPTIONAL}**

#### **[ ] Social Media Use**

~~An employee's personal or private use of social media may have unintended consequences. While the Board respects its employees' First Amendment rights, those rights do not include permission to post inflammatory comments that could compromise the District's mission, undermine staff relationships, or cause a substantial disruption to the school environment. This warning includes staff members' online conduct that occurs off school property including from the employee's private computer. Postings to social media should be done in a manner sensitive to the staff member's professional responsibilities.~~

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records without parental consent. See Policy 8330. Education records include a wide variety of information; posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality laws or privacy laws related to the disclosure of confidential student or employee information may be disciplined.

Staff members retain rights of communication for collective bargaining purposes and union organizational activities.

P.L. 106-554, Children's Internet Protection Act of 2000  
 47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)  
 20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965,  
 as amended (2003)  
 18 U.S.C. 1460  
 18 U.S.C. 2246  
 18 U.S.C. 2256  
 20 U.S.C. 6777, 9134 (2003)  
 47 C.F.R. 54.500 - 54.523

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Legal	P.L. 106-554, Children's Internet Protection Act of 2000
	47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)
	20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended
	18 U.S.C. 1460
	18 U.S.C. 2246
	18 U.S.C. 2256
	20 U.S.C. 6777, 9134 (2003)
	47 C.F.R. 54.500 - 54.523

Last Modified by Lori Smith on February 19, 2019



## Auburn JVS Bylaws & Policies

### **7540.04 - STAFF EDUCATION TECHNOLOGY ACCEPTABLE USE AND SAFETY**

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The Board of Education provides staff with access to the Internet for limited educational purposes only and utilizes online educational services to enhance the instruction delivered to its students and to facilitate the staff's work. The District's Internet system does not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose. This policy and its related administrative guidelines and any applicable employment contracts and collective bargaining agreements govern the staffs' use of the District's computers, laptops, tablets, personal communication devices (as defined by Policy 7530.02), network and Internet connection and online educational services ("Education Technology" or "Ed-Tech"). The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Education Technology. Users have no right or expectation to privacy when using the Ed-Tech (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity while on the network and Internet).

Staff are expected to utilize Education Technology in order to promote educational excellence in our schools by providing students with the opportunity to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The Board encourages the faculty to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources in enriching educational activities. The instructional use of the Internet and online educational services will be guided by the Board's policy on Instructional Materials.

The Internet is a global information and communication network that brings incredible education and information resources to our students. The Internet connects computers and users in the District with computers and users worldwide. Through the Internet, students and staff can access relevant information that will enhance their learning and the education process. Further, the Education Technology provides students and staff with the opportunity to communicate with other people from throughout the world. Access to such an incredible quantity of information and resources brings with it, however, certain unique challenges and responsibilities.

First, and foremost, the Board may not be able to technologically limit access, through its Education Technology, to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures, which protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or Superintendent, the technology protection measures may also be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of staff members to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. The technology protection measures, may not be disabled at any time that students may be using the Education Technology, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any staff member who attempts to disable the technology protection measures without express written consent of an appropriate administrator will be subject to disciplinary action, up to and including termination.

The Superintendent may temporarily or permanently unblock access to websites containing appropriate material, if access to such sites has been inappropriately blocked by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures. The Superintendent may also disable the technology protection measures to enable access for bona fide research or other lawful purposes.

Staff members will participate in professional development programs in accordance with the provisions of law and this policy. Training shall include:

- A. the safety and security of students while using e-mail, chat rooms, social media and other forms of direct electronic communications;
- B. the inherent danger of students disclosing personally identifiable information online;
- C. the consequences of unauthorized access (e.g., "hacking"), cyberbullying and other unlawful or inappropriate activities by students or staff online; and
- D. unauthorized disclosure, use, and dissemination of personal information regarding minors.

Furthermore, staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above, and staff members will monitor students' online activities while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

The disclosure of personally identifiable information about students online is prohibited.

Building Directors are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the Education

Technology. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. All Internet users are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

Staff will be assigned a school email address that they are required to utilize for all school-related electronic communications, including those to students and their parents and other staff members.

Staff members are responsible for good behavior when using the Board's Education Technology just as they are in classrooms, school hallways, and other school premises and school sponsored events. Communications on the Internet are often public in nature.

Staff members shall not access social media for personal use on the District's network, and shall access social media for educational use only after submitting a plan for that educational use and securing the Director's approval of that plan in advance.

General school rules for behavior and communication apply. The Board does not sanction any use of the Internet that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines. Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users of the Board's Education Technology are personally responsible and liable, both civilly and criminally, for uses of the Ed-Tech not authorized by this policy and its accompanying guidelines.

The Board designates the Superintendent as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to staff members' use of the District's Education Technology.

#### **Social Media Use**

An employee's personal or private use of social media, such as Facebook, Twitter, MySpace, blogs, etc., may have unintended consequences. While the Board respects its employees' First Amendment rights, those rights do not include permission to post inflammatory comments that could compromise the District's mission, undermine staff relationships, or cause a substantial disruption to the school environment. This warning includes staff members' online conduct that occurs off school property including from the employee's private computer. Postings to social media should be done in a manner sensitive to the staff member's professional responsibilities.

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records without parental consent. See Policy [8330](#). Education records include a wide variety of information; posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality laws or privacy laws related to the disclosure of confidential student or employee information may be disciplined.

Staff members retain rights of communication for collective bargaining purposes and union organizational activities.

P.L. 106-554, Children's Internet Protection Act of 2000  
47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)  
20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965,  
as amended (2003)  
18 U.S.C. 1460  
18 U.S.C. 2246  
18 U.S.C. 2256  
20 U.S.C. 6777, 9134 (2003)  
47 C.F.R. 54.500 – 54.523

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