

Auburn Vocational School District BOARD OF EDUCATION

Minutes of May 7, 2019

The May 7, 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	Mr. Kent	Mr. Sedivy	Mrs. Wheeler
Dr. Culotta	Mr. Klima	Mr. Stefanko	
Mrs. Javins	Mr. Miller	Mr. Walter	

Absent: Mr. Cahill

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

072-19 Approve Agenda and Addendum

A motion was made by Mr. Kent and seconded by Mr. Klima to approve the May 7, 2019 agenda and addendum.

Roll Call: **Ayes:** Mrs. Brush, 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

073-19 Approve Minutes Last Meeting

A motion was made by Mrs. Wheeler and seconded by Mr. Kent to approve the minutes of the April 2, 2019 Regular Board meeting and the April 9, 2019 Special Board Meeting.

Roll Call: **Ayes:** Mrs. Brush, 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

Administrative Report

- a) Completion Ceremony ~ May 22, 2019 at 12:15 pm
Lakeland Community College, Athletic Fitness Center
- b) Teachers Last Day ~ May 24, 2019
- c) Senior Recognition Night ~ May 16, 2019 from 6:00pm – 8:00pm
Auburn Presentation Center
- d) 2019 Aspire Recognition Ceremony ~ June 13, 2019 at 6:30 pm – 8:00 pm
Auburn Presentation Center
- e) Construction House Building Project – Update

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 March 31, 2019 are hereby rendered and include: Financial Summary, Appropriations Report, Monthly Comparison Report, Check Register, and Bank Reconciliation Report. (See Attachment Item #9)

No Action Required.

074-19 Approve Five-Year Forecast

A motion was made by Mr. Stefanko and seconded by Mrs. Javins to approve the FY2019-2023 Five-Year Forecast. The forecast and assumptions were sent to the Board electronically and they are believed to represent the most probable scenario for the forecast period. Raises have not been assumed but steps and educational advancement continue to be estimated. State Aid is projected at the FY2019 funding level. Finally, the full Five-Year Facility Plan is not included due to lack of funding. It is possible that projects may be assumed as debt is paid down and the Forecast may be revised when such decisions are made. (Attachment Item #10)

Roll Call: **Ayes:** Mrs. Brush, 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

075-19 Fund Transfer

A motion was made by Mrs. Brush and seconded by Dr. Culotta to approve the transfer of \$3,957.20 from fund 022 9010-9013 Unclaimed Funds to fund 001 0000 General Fund. The unclaimed funds are generated from un-cashed vendor checks. Per Ohio Revised Code 9.39, if the funds are not claimed within a period of five years, the money shall revert to the general fund of the public office. Only funds through FY 2013 have been included for this transfer.

Roll Call: **Ayes:** Mrs. Brush, 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

076-19 Approve Healthcare Benefits Program

A motion was made by Mrs. Javins and seconded by Mr. Sedivy to approve the healthcare premium rates for 2019-2020 as approved by the Lake County School Healthcare Consortium and outlined in the Lake County Schools Council Health Care Benefit program spreadsheet. Employees not on Standard Plan 2 pay the difference (Attachment Item #12)

Roll Call: **Ayes:** Mrs. Brush, 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

077-19 Donations

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

The monetary donation of \$1,000 for a Plant, Turf and Landscape Management Scholarship from Wildwood Garden Club of Mentor, Ohio.

2000 Chevy Silverado for the Automotive Collision Repair program from Mr. Jeffrey Zahn of Mentor, Ohio.

The monetary donation of \$200 for Automotive Collision Repair from Vintage & Auto Rebuilds, Inc. of Chardon, Ohio.

Donation of a trailer for the Construction Technology program from Technical Space Inc.

Roll Call: **Ayes:** Mrs. Brush, 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

078-19 Approve Human Resources

A motion was made by Mr. Sedivy and seconded by Mr. Stefanko 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, 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

079-19 Approve Resignations

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

Mrs. Margaret Rus. Payroll Specialist. Effective May 17, 2019

Mrs. Sandy Ranck, Practical Nursing Coordinator. Effective July 31, 2019.

Roll Call: **Ayes:** Mrs. Brush, 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

080-19 Approve Board Resolution to Accept Resignations, Employ Personnel, Abolish Positions and Suspend Employment Contracts

A motion was made by Mrs. Wheeler and seconded by Mr. Kent to approve the Board Resolution to accept R.C. 3319.02 Resignations, Employ R.C. 3319.02 Personnel, Abolish R.C. 3319.02 positions, and Suspend R.C. 3319.02 Employment Contracts. (Attachment Item #15)

Roll Call: **Ayes:** Mrs. Brush, 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

081-19 Approve MOU between Middlefield Volunteer Fire Department Inc. and Auburn Career Center

A motion was made by Mrs. Brush and seconded by Mr. Sedivy to approve the MOU between Middlefield Volunteer Fire Department Inc. and Auburn Career Center:

Whereas, Middlefield Fire will donate 22 used Scott SCBA Air Packs and 40 Scott SCBA Air Bottles, to be used for the purpose of Firefighter training programs offered by Auburn Career Center, and Auburn Career Center will become the owner of SCBA equipment.

Whereas, Auburn Career Center will accept the donation of said firefighting apparatus from Middlefield Fire in its current state, as is with all known or unknown defects, at no cost, to be used as training asset for the remainder of its usable life. Auburn Career Center shall maintain the SCBA equipment and make necessary repairs as/when needed to ensure the safe operation of the SCBA equipment during training classes and evolutions. All attempts shall be made to keep the SCBA equipment in service as a training asset.

Whereas, said SCBA equipment, shall never be used for emergency response and shall never be sold to be used in emergency responses.

Whereas, when Auburn Career Center believes that SCBA equipment may be beyond its usable life, said fire SCBA equipment shall be disposed of with the approval of Middlefield Fire, to ensure that the asset is disposed of in accordance with the Assistance to Firefighter Grant Program.

Roll Call: **Ayes:** Mrs. Brush, 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

082-19 Approve the Authorization for Superintendent & Treasurer HUD Investment Partnership

A motion was made by Mr. Miller and seconded by Mr. Klima to authorize the Superintendent and Treasurer to provide information relevant to meet the application requirements for Lake County Office of Planning Community Development for HUD Investment Partnership Program for 2019.

The plan includes a request for funds for transportation, for students and first responder training house and/or renovation at 8221 Auburn Road, Concord Twp., OH 44077.

Roll Call: **Ayes:** Mrs. Brush, 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

083-19 Consent Agenda: Contracts/Affiliation Agreements

A motion was made by Mr. Klima and seconded by Mr. Sedivy to approve items 18a – 18g as a Consent Agenda item.

Roll Call: **Ayes:** Mrs. Brush, 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

084-19 Consent Agenda: Contracts/Affiliation Agreements

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

a. Lake County Community College District Agreements

Event proposal agreement between Lakeland Community College and Auburn Career Center for the Completion Ceremony on Wednesday, May 22, 2019. (Attachment Item #18A)

b. HiSET Agreement

HiSET Agreement effective April 4, 2019 between Educational Testing Service and Auburn Career Center, a State-approved test center selected by the State of Ohio, for the delivery of high school equivalency examination in the state. (Attachment Item #18B)

c. Consultative Contract with Diversity Initiatives Inc.

Consultative contract between Diversity Initiatives, Inc. and Auburn Vocational School District for for Assessing and Improving the Diversity Awareness and Competency of the Auburn Career Center Community. Contract covers from July 1, 2019 through May 31, 2020 total cost of \$23,500.00. (Attachment Item #18C)

d. Articulation Agreement for Patient Care Technician Program

Articulation Agreement between Auburn Career Center High School Patient Care Technician program and Adult Workforce Education Licensed Practical Nursing. (Attachment Item #18D)

e. Clinical Site & Preceptor Agreement

Clinical site & Preceptor Agreement between Auburn Career Center and Chardon Healthcare Center for the Practical Nursing students. (Attachment Item #18E)

f. Master Service Agreement with Strategic Solutions

Approve the Master Service Agreement with Strategic Solutions for \$8,258.75 per year. An additional Enhancement Request with Strategic Solutions for an estimated amount of \$22,500.00. (Attachment Item#18F)

g. Contract for Services with Lake County Educational Service Center

The contract for services between Lake County Educational Service Center and Auburn Career Center agreement from August 1, 2019 through July 31, 2020. (Attachment Item #18G)

A consent agenda provide for a more efficient use of time. Any Board member can remove a Consent Agenda item to be discussed and voted on individually.

Roll Call: **Ayes:** Mrs. Brush, 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

085-19 Policies Modifications: Second and Final Reading

A motion was made by Mrs. Javins and seconded by Mrs. Wheeler to 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 and clicking on the policy number. (Attachment Item#19)

Section	Title	Revised/New Policy/Delete
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

Roll Call: **Ayes:** Mrs. Brush, 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

086-19 Executive Session

A motion was made by Mr. Sedivy and seconded by Mrs. Wheeler to enter into executive session at 6:49 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, 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 6:55 p.m.

087-19 Adjourn

A motion was made by Mr. Miller and seconded by Mrs. Javins to adjourn the meeting at 6:57 p.m.

Roll Call: **Ayes:** Mrs. Brush, 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

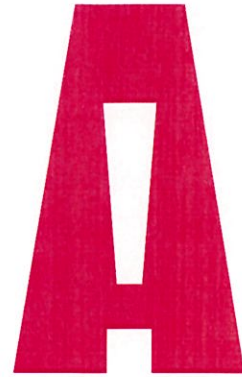


Treasurer



Board President

**Auburn
Career Center**



Attachment Item #9

Render Financial Reports

Auburn Career Center
Cash Fund Balance Report
March 31, 2019

A

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	\$ 953,908.79	\$ 7,545,411.75	\$ 649,931.40	\$ 6,581,934.40	\$ 6,929,419.47	\$ 854,121.89	\$ 6,075,297.58
002	Bond Retirement	\$ -	\$ -	\$ -	\$ -	\$ 87,757.21	\$ (87,757.21)	\$ -	\$ (87,757.21)
003	Permanent Improvement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
004	Building	\$ 1,849,284.91	\$ 12,398.70	\$ 66,148.73	\$ -	\$ 671,186.36	\$ 1,244,247.28	\$ 1,174,073.90	\$ 70,173.38
006	Food Service	\$ 6,617.41	\$ 10,723.08	\$ 117,780.98	\$ 13,492.98	\$ 131,801.46	\$ (7,403.07)	\$ 29,901.09	\$ (37,304.16)
009	USSF	\$ 10,079.61	\$ 350.00	\$ 8,346.50	\$ -	\$ -	\$ 18,426.11	\$ -	\$ 18,426.11
011	Rotary	\$ 1,398.06	\$ 3,446.47	\$ 22,337.77	\$ 5,575.80	\$ 24,901.05	\$ (1,165.22)	\$ 12,847.27	\$ (14,012.49)
012	Adult Education	\$ 51,950.69	\$ 133,257.15	\$ 1,257,298.21	\$ 119,736.95	\$ 1,109,870.01	\$ 199,378.89	\$ 127,139.76	\$ 72,239.13
014	Rotary Internal Service Fund	\$ 2,267.25	\$ 126.82	\$ 858.76	\$ 499.31	\$ 1,269.08	\$ 1,856.93	\$ 1,450.00	\$ 406.93
018	Principal Fund	\$ 9,730.57	\$ -	\$ 56,147.54	\$ (3,992.12)	\$ 24,591.33	\$ 41,286.78	\$ 47,110.91	\$ (5,824.13)
019	Trust Fund-Camp Discovery	\$ 235,831.11	\$ 2,500.00	\$ 5,845.70	\$ 2,442.00	\$ 92,053.70	\$ 149,623.11	\$ 7,561.84	\$ 142,061.27
022	District Agency	\$ 15,710.95	\$ 3,280.00	\$ 36,016.00	\$ 3,280.00	\$ 35,016.00	\$ 16,710.95	\$ 3,448.99	\$ 13,261.96
024	Employee Self Insurance Fund	\$ 18,031.15	\$ -	\$ 42,208.69	\$ 5,666.66	\$ 41,096.52	\$ 19,143.32	\$ 6,962.08	\$ 12,181.24
70	Capital Projects	\$ 398,399.44	\$ -	\$ 350,000.00	\$ 5,500.00	\$ 341,451.12	\$ 406,948.32	\$ 274,000.00	\$ 132,948.32
200	Student Activity Fund	\$ 76,920.43	\$ 6,596.21	\$ 36,110.55	\$ 22,793.56	\$ 60,810.21	\$ 52,220.77	\$ 29,073.14	\$ 23,147.63
451	Data Communication Fund	\$ -	\$ 900.00	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
499	Miscellaneous State Grants	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
501	ABLE Literacy Fund	\$ 12,692.58	\$ 24,579.90	\$ 185,938.06	\$ 18,504.09	\$ 216,806.68	\$ (18,176.04)	\$ 9,975.60	\$ (28,151.64)
524	VEPD Secondary and Adult Fund	\$ 33,930.99	\$ 10,216.11	\$ 253,157.28	\$ 3,500.00	\$ 290,588.27	\$ (3,500.00)	\$ 106,251.96	\$ (109,751.96)
599	Miscellaneous Fed Grants (REAP)	\$ -	\$ -	\$ 20,425.00	\$ -	\$ 20,425.00	\$ -	\$ 20,043.00	\$ (20,043.00)
Grand Totals		\$ 8,688,787.27	\$ 1,162,283.23	\$ 10,008,331.52	\$ 846,930.63	\$ 9,731,558.40	\$ 8,965,560.39	\$ 2,703,961.43	\$ 6,261,598.96

This is an unaudited financial report.

Auburn Career Center
Appropriation Account Summary
3/31/2019

B

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	6,581,934.40	649,931.40	854,121.89	2,175,257.09	77.37%
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	131,801.46	13,492.98	29,901.09	18,234.45	89.87%
009	Uniform School Supply Fund	18,426.11	-	18,426.11	-	-	-	18,426.11	0.00%
011	Customer-Service Fund	100,342.39	-	100,342.39	24,901.05	5,575.80	12,847.27	62,594.07	37.62%
012	Adult Education Fund	1,488,200.46	22,708.23	1,510,908.69	1,109,870.01	119,736.95	127,139.76	273,898.92	81.87%
014	Rotary Internal Service Fund	3,298.01	1,000.00	4,298.01	1,269.08	499.31	1,450.00	1,578.93	63.26%
018	Principal Fund	50,750.00	8,980.57	59,730.57	24,591.33	(3,992.12)	47,110.91	(11,971.67)	120.04%
019	Other Grants	219,766.81	18,410.00	238,176.81	92,053.70	2,442.00	7,561.84	138,561.27	0.00%
022	Scholarships	49,726.95	2,000.00	51,726.95	35,016.00	3,280.00	3,448.99	13,261.96	74.36%
024	Employee Benefits	58,880.00	-	58,880.00	41,096.52	5,666.66	6,962.08	10,821.40	81.62%
70	Capital Projects	358,847.39	389,552.05	748,399.44	341,451.12	5,500.00	274,000.00	132,948.32	82.24%
200	Student Activities	112,485.72	545.26	113,030.98	60,810.21	22,793.56	29,073.14	23,147.63	79.52%
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	216,806.68	18,504.09	9,975.60	122,401.85	64.95%
524	VEPD Secondary and Adult	368,765.79	33,930.99	402,696.78	290,588.27	3,500.00	106,251.96	5,856.55	98.55%
599	REAP	40,468.00	-	40,468.00	20,425.00	-	20,043.00	-	0.00%
	Grand Total	13,898,014.78	2,152,106.12	16,050,120.90	9,731,558.40	846,930.63	2,703,951.43	3,614,601.07	77.48%

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
March 31, 2019

C

	Monthly Comparison			Avg Chg	Annual Comparison			Remain 2019	Budget 2019	Budget Expended
	March FY17	March FY18	March FY19		Actual 2017	Actual 2018	Budget 2019			
Revenue										
Real Estate	\$ 5,118,784	\$ 5,829,801	\$ 4,648,448		\$ 4,663,062	\$ 4,916,774	\$ 4,760,941	\$ (1,068,860)		75%
Commercial	\$ 418,446	\$ -	\$ -		\$ 880,869	\$ 919,294	\$ 919,135	\$ 919,135		0%
Tangible Personal (PU)	\$ 419,558	\$ 414,345	\$ 188,399		\$ 419,558	\$ 414,345	\$ 390,899	\$ (23,446)		106%
Foundation	\$ 1,664,442	\$ 1,813,060	\$ 1,774,826		\$ 2,194,823	\$ 2,394,304	\$ 2,363,925	\$ 550,865		77%
PU Reimb	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -		-
Homestead & Rollback	\$ 391,647	\$ 406,559	\$ 411,172		\$ 787,438	\$ 809,948	\$ 810,827	\$ 404,268		50%
Other	\$ 365,492	\$ 367,378	\$ 450,918		\$ 379,956	\$ 409,978	\$ 448,386	\$ 81,008		82%
Subtotal	\$ 8,378,369	\$ 8,831,143	\$ 7,473,763		\$ 9,325,706	\$ 9,864,643	\$ 9,694,113	\$ 862,970		91%
Expense										
Salaries	\$ 3,070,895	\$ 2,881,659	\$ 2,976,897	-1.4%	\$ 4,107,214	\$ 3,821,328	\$ 3,962,345	\$ 1,080,686		73%
Benefits	\$ 1,262,926	\$ 1,353,215	\$ 1,329,984	2.7%	\$ 1,662,612	\$ 1,730,209	\$ 1,836,299	\$ 483,084		74%
Purchased Services	\$ 832,079	\$ 1,044,350	\$ 1,051,625	13.1%	\$ 1,221,824	\$ 1,441,037	\$ 1,636,268	\$ 591,918		64%
Supplies	\$ 352,200	\$ 375,894	\$ 400,292	6.6%	\$ 416,225	\$ 428,385	\$ 441,237	\$ 65,343		85%
Capital Outlay/Equipment	\$ 293,976	\$ 170,872	\$ 193,394	-14.3%	\$ 295,409	\$ 175,255	\$ 320,359	\$ 149,487		53%
Summer Projects	\$ 83,221	\$ -	\$ -		\$ 83,221	\$ -	\$ -	\$ -		0%
Other	\$ 131,287	\$ 132,900	\$ 69,683		\$ 133,047	\$ 132,419	\$ 136,392	\$ 3,492		97%
Subtotal	\$ 6,026,584	\$ 5,958,890	\$ 6,021,875		\$ 7,919,552	\$ 7,728,633	\$ 8,332,900	\$ 2,374,010		72%
Revenue/Expense (Operating Balance)	\$ 2,351,786	\$ 2,872,253	\$ 1,451,888		\$ 1,406,155	\$ 2,136,010	\$ 1,361,213			
Other Uses										
Advances Returned	\$ 58,884	\$ 52,017	\$ 71,646		\$ 58,884	\$ 57,516				
Advances Out	\$ -	\$ 28,880	\$ 132,300		\$ 40,575	\$ 82,468				
Transfers	\$ 475,977	\$ 381,588	\$ 427,759		\$ 1,006,878	\$ 989,772				
Subtotal	\$ (417,093)	\$ (358,451)	\$ (488,413)		\$ (988,569)	\$ (1,014,724)				
Beginning Cash	\$ 5,042,537	\$ 6,143,680	\$ 6,625,439		\$ 5,904,707	\$ 7,069,633				
Ending Cash	\$ 6,361,759	\$ 7,358,455	\$ 6,929,417		\$ 4,844,652	\$ 5,965,939				
Encumbrances	\$ 616,535	\$ 618,566	\$ 854,122		\$ 99,104	\$ 115,351				

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

1

Date: 04/01/2019
Time: 9:39 am

AUBURN VOCATIONAL SCHOOL DISTR
SORT BY CHECK NUMBER
CHECK DATES BETWEEN 03/01/2019 AND 03/31/2019
ALL CHECKS SELECTED

Page: 1
(CHEKPY)

CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
049347	W	03/04/2019	HUNTINGTON NATIONAL BANK	010092	RECONCILED: 03/05/2019		
049348	W	03/04/2019	GAZETTE NEWSPAPERS	011455	RECONCILED: 03/06/2019	(Multi-bank check)	358.17
049349	W	03/04/2019	HUNTINGTON NATIONAL BANK	010092	RECONCILED: 03/05/2019		25.00
049350	W	03/04/2019	SKILLS USA INC.	000290	RECONCILED: 03/08/2019		217.57
049351	W	03/04/2019	HUNTINGTON NATIONAL BANK	010092	RECONCILED: 03/05/2019		39.95
049352	W	03/04/2019	ASAP SANITARY SERVICES	041115	RECONCILED: 03/07/2019	1	1,936.27
049353	W	03/04/2019	SIEVERS SECURITY SYSTEMS INC	001931	RECONCILED: 03/06/2019		274.56
049354	W	03/04/2019	HUNTINGTON NATIONAL BANK	010092	RECONCILED: 03/05/2019		156.00
049355	W	03/04/2019	AT&T	000171	RECONCILED: 03/08/2019		2,168.55
049356	W	03/04/2019	DOMINION ENERGY OHIO	004003	RECONCILED: 03/06/2019		172.05
049357	W	03/04/2019	CENGAGE LEARNING	010328	RECONCILED: 03/11/2019		3,221.37
049358	W	03/08/2019	STATE TEACHERS RETIREMNT	000480	RECONCILED: 03/15/2019		1,353.00
049359	W	03/08/2019	SCHOOL EMPLOYERS RETIRE- MENT SYSTEM	007727	RECONCILED: 03/11/2019		25,662.48
049360	B	03/07/2019	DAWN HEINZ	041709	RECONCILED: 03/11/2019		80.00
049361	B	03/07/2019	CECILIA ESTRADA	041710	RECONCILED: 03/15/2019		25.00
049362	B	03/07/2019	STACEY JOHNSON	041711	RECONCILED: 03/11/2019		25.00
049363	B	03/07/2019	JOSHUA SUNDBOM	041702			25.00
049364	B	03/07/2019	NICHOLAS BERARDINELLI	041701			487.52
049365	B	03/07/2019	HANNAH MARHEFKA	041703	RECONCILED: 03/11/2019		2,431.12
049366	B	03/07/2019	LE'ANESSA MACKEY	041704	RECONCILED: 03/12/2019		2,430.12
049367	B	03/07/2019	BRAXTON ADAMS	041706			2,431.12
049368	B	03/07/2019	GLORIA FINCHIO	041700	RECONCILED: 03/08/2019		2,431.12
049369	B	03/07/2019	MONIQUE NOBLE	041698	RECONCILED: 03/08/2019		2,431.12
049370	B	03/07/2019	ANGELA DRAKE	041705	RECONCILED: 03/18/2019		2,431.12
049371	W	03/11/2019	PENSKE TRUCK LEASING CO, L.P.	041295	RECONCILED: 03/18/2019	1	455.20
049372	W	03/11/2019	RELEVANT SPEAKERS NETWORK	041669	RECONCILED: 03/15/2019		850.00
049373	W	03/11/2019	ATTN: ACCOUNTS PAYABLE CLARK EQUIPMENT COMPANY	041433	RECONCILED: 03/18/2019	1	3,100.68
049374	W	03/11/2019	d/b/a BOBCAT COMPANY	041677	RECONCILED: 03/20/2019		129.95
049375	W	03/11/2019	HEADMASTER LLP	011385	RECONCILED: 03/13/2019		60.00
049376	W	03/11/2019	LAKE COUNTY SHERIFF'S OFFICE	008014	RECONCILED: 03/13/2019	1	728.35
049377	W	03/11/2019	GRIMES HORTICULTURE, INC.	041355	RECONCILED: 03/18/2019		5,500.00
049378	W	03/11/2019	AGM ENERGY SERVICES LLC	000812	RECONCILED: 03/22/2019		4,424.00
049379	W	03/11/2019	OHIO SCHOOLS COUNCIL NATURAL GAS	001697	RECONCILED: 03/12/2019		8,712.00
049380	W	03/11/2019	LAKE GEauga COMPUTER ASSOC.	013338	RECONCILED: 03/19/2019		784.00
049381	W	03/11/2019	PLATINUM EDUCATIONAL GROUP JOHN D. PREUER & ASSOCIATES & ASSOCIATES INC	007053	RECONCILED: 03/14/2019		5,649.23
049382	W	03/11/2019	WOLF CREEK IRRIGATION	041493	RECONCILED: 03/12/2019	1	401.99
049383	W	03/11/2019	SUNRISE SPRINGS WATER CO.	001256	RECONCILED: 03/18/2019		152.15
049384	W	03/11/2019	DENT WIZARD INTERNATIONAL	041620	RECONCILED: 03/14/2019		305.00
049385	W	03/11/2019	AMERICA EXPRESS	040915	RECONCILED: 03/15/2019		90.00
049386	W	03/11/2019	AT&T	000171	RECONCILED: 03/15/2019		1,967.87
049387	W	03/11/2019	MALLEY'S CHOCOLATES	007330	RECONCILED: 03/15/2019		3,600.00
049388	W	03/11/2019	CITY OF P'VILLE UTIL.	000215	RECONCILED: 03/15/2019		717.56
049389	W	03/11/2019	TIME WARNER CABLE - NORTHEAST DE LAGE LANDEN FINANCIAL FINANCIAL SERVICES, INC	013042	RECONCILED: 03/20/2019		72.02
049390	W	03/11/2019	LEFPO INC	041637	RECONCILED: 03/18/2019		646.78
049391	W	03/11/2019	LAKE COUNTY DEPARTMENT	013235	RECONCILED: 03/14/2019		40.36
049392	W	03/11/2019		001435	RECONCILED: 03/14/2019		996.30

Date: 04/01/2019
Time: 9:39 am

AUBURN VOCATIONAL SCHOOL DISTR
SORT BY CHECK NUMBER
CHECK DATES BETWEEN 03/01/2019 AND 03/31/2019
ALL CHECKS SELECTED

CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
049393	W	03/11/2019	OF UTILITIES	000925	RECONCILED:03/13/2019		1,321.99
049394	W	03/15/2019	ILLUMINATING COMPANY	000376	RECONCILED:03/19/2019		80.00
049395	W	03/15/2019	ACTE	011455	RECONCILED:03/19/2019		57.00
049396	W	03/15/2019	GAZETTE NEWSPAPERS	041354	RECONCILED:03/25/2019		300.00
049397	W	03/15/2019	EAGLE ADVERTISING LLC	008014	RECONCILED:03/19/2019	1	252.71
049398	W	03/15/2019	GRIMES HORTICULTURE, INC.	001284	RECONCILED:03/21/2019	1	7,408.18
049399	W	03/15/2019	BFG SUPPLY CO., LLC	040250	RECONCILED:03/21/2019		192.00
049400	W	03/15/2019	SCREENVISION DIRECT	041686	RECONCILED:03/19/2019		871.20
049401	W	03/15/2019	PETER F. LAVIOLA	040813	RECONCILED:03/25/2019		1,590.92
049402	W	03/15/2019	O'REILLY AUTOMOTIVE, INC	000240	RECONCILED:03/20/2019		205.96
049403	W	03/15/2019	CHAGRIN VALLEY AUTO PARTS	012837	RECONCILED:03/18/2019	1	137.89
049404	W	03/15/2019	UNITED LABEL & SALES CO.	010207	RECONCILED:03/20/2019		3,243.21
049405	W	03/15/2019	HOME DEPOT CREDIT SERVICES				(Multi-bank check)
049406	W	03/15/2019	DEPT 32-2502458767	000414	RECONCILED:03/19/2019		1,200.00
049407	W	03/15/2019	21ST CENTURY MEDIA - OHIO	011206	RECONCILED:03/19/2019		140.00
049408	W	03/15/2019	ESCO INSTITUTE	001230	RECONCILED:03/19/2019		751.49
049409	W	03/15/2019	MARS ELECTRIC CO.	007602	RECONCILED:03/25/2019		175.00
049410	W	03/15/2019	DEMILTA SAND & GRAVEL, INC	041682	RECONCILED:03/19/2019		3,600.00
049411	W	03/15/2019	COLLABORATIVE PARTNERS	041457	RECONCILED:03/19/2019		143.37
049412	W	03/15/2019	ELBER SUPPLY	000682	RECONCILED:03/19/2019		780.00
049413	W	03/15/2019	OHIO ACTE	008412	RECONCILED:03/19/2019		1,951.38
049414	W	03/15/2019	SYSCO FOOD SERVICES OF CLEVELAND				
049415	W	03/15/2019	ALFRED NICKLES BAKERY INC	001071	RECONCILED:03/20/2019		125.24
049416	W	03/15/2019	GORDON FOOD SERVICE	008479	RECONCILED:03/21/2019		3,089.95
049417	W	03/15/2019	AUBURN CAREER CENTER	000499	RECONCILED:03/18/2019		153.50
049418	W	03/15/2019	BORDEN DAIRY COMPANY	000154	RECONCILED:03/18/2019		250.10
049419	W	03/15/2019	NCS PEARSON, INC	012139	RECONCILED:03/18/2019		540.00
049420	W	03/15/2019	PEARSON VUE	011450	RECONCILED:03/18/2019		2,500.00
049421	W	03/15/2019	ALRO STEEL CORPORATION	041193	RECONCILED:03/18/2019		1,031.07
049422	W	03/15/2019	ADVANCED GAS & WELDING SOLUTIONS LLC	013407	RECONCILED:03/18/2019		1,439.88
049423	W	03/15/2019	NANCI KASTEN	041719	RECONCILED:03/18/2019		256.37
049424	W	03/15/2019	AMIE IRVING	041347	RECONCILED:03/18/2019		293.27
049425	W	03/15/2019	ROBIN NUNES	040164	RECONCILED:03/18/2019		226.82
049426	W	03/15/2019	ROBIN FINLEY	041407	RECONCILED:03/18/2019		24.59
049427	W	03/15/2019	LOUISE VADASZ	041388	RECONCILED:03/18/2019		51.91
049428	W	03/15/2019	SHELBY KAMINSKI	041393	RECONCILED:03/18/2019		113.45
049429	W	03/15/2019	BRIAN BONTEMPO	041373	RECONCILED:03/18/2019		22.50
049430	W	03/15/2019	TERESA DETWILLER	041389	RECONCILED:03/18/2019		267.96
049431	W	03/15/2019	ALLISON ESACK	041446	RECONCILED:03/18/2019		293.48
049432	W	03/15/2019	DAVID COWEN	041608	RECONCILED:03/18/2019		76.10
049433	W	03/15/2019	CHRISTOPHER MITCHELL	041578	RECONCILED:03/18/2019		80.85
049434	W	03/15/2019	CAYLEY VOLPIN	041417	RECONCILED:03/18/2019		57.19
049435	W	03/15/2019	DEE STARK-KURTZ	008279	RECONCILED:03/18/2019		111.84
049436	W	03/15/2019	JEFF SLAVKOVSKY	013632	RECONCILED:03/18/2019		218.43
049437	W	03/15/2019	MICHELLE RODEWALD	011544	RECONCILED:03/18/2019		104.85

Date: 04/01/2019
Time: 9:39 am

AUBURN VOCATIONAL SCHOOL DISTR
SORT BY CHECK NUMBER
CHECK DATES BETWEEN 03/01/2019 AND 03/31/2019
ALL CHECKS SELECTED

CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
049436	B	03/18/2019	GUSTON MEKOTA	041713	RECONCILED:03/20/2019		3,280.00
049437	B	03/18/2019	JAMES MATHIS	041717	RECONCILED:03/20/2019		1,251.50
049438	B	03/18/2019	MATTHEW SUTTON	041716	RECONCILED:03/29/2019		90.50
049439	B	03/18/2019	KATARINA BRADARIC	041718	RECONCILED:03/29/2019		699.12
049440	B	03/18/2019	CHERISH SHICK	041707	RECONCILED:03/19/2019		699.12
049441	B	03/18/2019	DRE'SHON POLK	041715	RECONCILED:03/19/2019		699.12
049442	B	03/18/2019	SHANIQUA DAVIS	041699	RECONCILED:03/19/2019		2,431.12
049443	B	03/18/2019	MONIQUE NOBLE	041698	RECONCILED:03/19/2019		5,317.88
049444	W	03/25/2019	STATE TEACHERS RETIREMNT	000480	RECONCILED:03/28/2019		26,832.54
049445	W	03/25/2019	SCHOOL EMPLOYEES RETIRE- MENT SYSTEM	007727	RECONCILED:03/26/2019		8,774.98
049446	W	03/25/2019	JOHNNY CHAPIN	041721	RECONCILED:03/26/2019		100.00
049447	B	03/26/2019	DANIEL LOYKE	041553			397.00
049448	B	03/26/2019	MORGAN KALINA	041628			868.50
049449	B	03/26/2019	MATHEW SUTTON	041716	RECONCILED:03/29/2019		1,161.00
049450	B	03/26/2019	CHERISH SHICK	041707	RECONCILED:03/27/2019		1,732.00
049451	B	03/26/2019	DRE'SHON POLK	041715	RECONCILED:03/27/2019		1,732.00
049452	W	03/26/2019	ILLUMINATING COMPANY	000925	RECONCILED:03/28/2019		24,006.93
049453	W	03/26/2019	FA SOLUTIONS LCC	041342			1,788.00
049454	W	03/26/2019	COUNTY TREASURERS' EDUCATIONAL FUND	008104			100.00
049455	W	03/26/2019	REFRIGERATION SALES CORP.	000056	RECONCILED:03/28/2019		235.66
049456	W	03/26/2019	MCMMASTER-CARR SUPPLY CO.	010826	RECONCILED:03/29/2019		193.74
049457	W	03/26/2019	FIRE-SAFETY SERVICE, INC.	040316			230.00
049458	W	03/26/2019	BFG SUPPLY CO., LLC	001284			442.30
049459	W	03/26/2019	SCREENVISION DIRECT	040250			432.00
049460	W	03/26/2019	NOTRE DAME CATHEDRAL LATIN NDCL	041674			690.00
049461	W	03/26/2019	AIRE SERV OF MENTOR	041143	RECONCILED:03/28/2019		4,031.00
049462	W	03/26/2019	SAVANT BUILDING SOLUTIONS	041708			1,550.00
049463	W	03/26/2019	BURMAX COMPANY, INC.	000482			3,019.31
049464	W	03/26/2019	WESTERN RESERVE OFFICE SUPPLY	001065	RECONCILED:03/29/2019		474.02
049465	W	03/26/2019	GRAINGER	000466			469.08
049466	W	03/26/2019	COMMUNICATIONS SERVICES	010372			254.00
049467	W	03/26/2019	DENNIS R SPAULDING, INC	010949			2,350.00
049468	W	03/26/2019	NATIONAL TECHNICAL SOCIETY	041498	RECONCILED:03/28/2019		3,500.00
049469	W	03/26/2019	DIVERSITY INITIATIVES	000541			249.55
049470	W	03/26/2019	MARIANNA	013500			254.12
049471	W	03/26/2019	LBL PRINTING	007083			175.00
049472	W	03/26/2019	OH ASSOC. OF SECONDARY SCHOOL ADMINISTRATORS	040632			2,042.20
049473	W	03/26/2019	HANDY MAN INSULATION CO.	011556	RECONCILED:03/28/2019		488.00
049474	W	03/26/2019	STEPHEN REDDICK	008101			247.25
049475	W	03/26/2019	APOLLO SUPPLY COMPANY				3,456.00
049476	W	03/26/2019	TREASURER, STATE OF OH				464.50
049477	W	03/26/2019	DIVISION OF INDUSTRIAL COMP.	013502			443.72
049478	W	03/26/2019	SAM LANDSCAPING INC	010770			75.00
049479	W	03/26/2019	IDENTISYS, INC.	008287	RECONCILED:03/27/2019		5.08
			CHARDON OIL CO.	000570			
			MAJOR WASTE DISPOSAL SERVICES, INC				
			UNITED PARCEL SERVICE	002108			

Date: 04/01/2019
Time: 9:39 am

AUBURN VOCATIONAL SCHOOL DISTR
SORT BY CHECK NUMBER
CHECK DATES BETWEEN 03/01/2019 AND 03/31/2019
ALL CHECKS SELECTED

CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
049480	W	03/26/2019	GENERAL PEST CONTROL CO.	011210			109.75
049481	W	03/26/2019	ROLL OFF INC.	011290			410.00
049482	W	03/26/2019	GCA SERVICES GROUP	041167	RECONCILED:03/28/2019		16,396.79
049483	W	03/26/2019	REFRIGERATION SALES CORP.	000056	RECONCILED:03/28/2019		138.42
049484	W	03/26/2019	KINZUA ENVIRONMENTAL INC	004035	RECONCILED:03/28/2019		169.25
049485	W	03/26/2019	DAMNCHM, INC.	000600	RECONCILED:03/27/2019		1,965.84
049486	W	03/26/2019	AIA CLEVELAND	041720			54.00
049487	W	03/26/2019	KEYSTONE	011900	RECONCILED:03/28/2019		412.00
049488	W	03/26/2019	PLAYALL AWARDS & ENGRAVING	041690	RECONCILED:03/28/2019	1	105.90
049489	W	03/26/2019	ESCO INSTITUTE	011206			864.12
049490	W	03/26/2019	CENGAGE LEARNING	010328	RECONCILED:03/29/2019		2,054.25
049491	W	03/26/2019	SHERMAN CREATIVE	040048			1,991.81
049492	W	03/26/2019	PROMOTIONS INC				
049493	W	03/26/2019	BUCKEYE RESOURCE INC	040896	RECONCILED:03/28/2019	1	760.00
049494	W	03/26/2019	SCREENVISION DIRECT	040250			432.00
049495	W	03/26/2019	BERKSHIRE LOCAL SCHOOL	001241			75.00
049496	W	03/26/2019	MADEWELL & SON DRYWALL I	007705			3,851.65
049497	W	03/26/2019	IRON MOUNTAIN INC	011058			171.39
049498	W	03/26/2019	UH GAUGA MEDICAL CENTER	007298			183.00
049499	W	03/26/2019	PLATINUM EDUCATIONAL GROUP	013338			390.00
049500	W	03/26/2019	FISDAP	013929			420.00
049501	W	03/26/2019	O'REILLY AUTOMOTIVE, INC	040813			536.15
049502	W	03/26/2019	LAKE GAUGA COMPUTER ASSOC.	001697	RECONCILED:03/27/2019		22,253.20
049503	W	03/26/2019	ELBER SUPPLY	041457			63.96
049504	W	03/26/2019	SYSCO FOOD SERVICES OF CLEVELAND	008412	RECONCILED:03/28/2019		3,141.73
049505	W	03/26/2019	GRAINGER	000466			240.11
049506	W	03/26/2019	SHERWIN WILLIAMS	000334			97.04
049507	W	03/26/2019	ACCOUNTS RECEIVABLE DEPT.				
049508	W	03/26/2019	TROMBOLD EQUIPMENT CO	012883	RECONCILED:03/27/2019		6,150.00
049509	W	03/26/2019	A.J. GOULDER ELECTRIC COMPANY	008219			468.00
049510	W	03/26/2019	GARDINER	040409	RECONCILED:03/29/2019		465.00
049511	W	03/26/2019	MENTOR LUMBER & SUPPLY CO	000834	RECONCILED:03/28/2019		5,681.89
049512	W	03/26/2019	ADVANCED GAS & WELDING SOLUTIONS LLC	013407	RECONCILED:03/27/2019		480.95
049513	W	03/26/2019	CDW GOVERNMENT	011547	RECONCILED:03/27/2019		1,632.50
049514	W	03/26/2019	ROBERT HILL	000977	RECONCILED:03/27/2019		217.80
049515	W	03/26/2019	DAWN BUBONIC	012967	RECONCILED:03/27/2019		30.28
049516	W	03/26/2019	A				
049517	W	03/26/2019	JEFF SLAVKOVSKY	013632	RECONCILED:03/27/2019		117.97
049518	W	03/27/2019	BRIAN BONTEMPO	041373	RECONCILED:03/27/2019		174.12
049519	W	03/27/2019	JARED ROGGE	041390	RECONCILED:03/27/2019		243.87
049520	W	03/27/2019	A				
049521	W	03/27/2019	SHELBY KAMINSKI	041393	RECONCILED:03/27/2019		154.63
049522	W	03/27/2019	A				
049523	W	03/27/2019	SAM'S CLUB	008469	RECONCILED:03/28/2019		1,079.42
049524	W	03/29/2019	SHELL	041338			628.76
			AT&T	000171			499.08
			FIRST COMMUNICATIONS LLC	010610			120.56
			TIME WARNER CABLE - NORTHEAST	013042			399.00
			WELLS FARGO FINANCIAL LEASING	040583			3,924.00
			HUNTINGTON NATIONAL BANK	010092			330.13

Date: 04/01/2019
Time: 9:39 am

AUBURN VOCATIONAL SCHOOL DISTR
SORT BY CHECK NUMBER
CHECK DATES BETWEEN 03/01/2019 AND 03/31/2019
ALL CHECKS SELECTED

CHECK	TYPE	DATE	VENDOR	VENDOR	STATUS/DATE	BANK CODE	CHECK AMOUNT
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049526	W	03/29/2019	HUNTINGTON NATIONAL BANK	010092		1	609.08
049527	W	03/29/2019	COTTAGE GARDENS	041042		1	539.30
049528	W	03/29/2019	HUNTINGTON NATIONAL BANK	010092		1	381.80
049529	W	03/29/2019	VIVIANI FAMILY LIMITED PARTNERSHIP	011774			4,970.52
049530	W	03/29/2019	HUNTINGTON NATIONAL BANK	010092			1,431.13
049531	W	03/29/2019	MENTOR LUMBER & SUPPLY CO	000834		1	1,104.12
049532	W	03/29/2019	HUNTINGTON NATIONAL BANK	010092			1,473.12
049533	W	03/29/2019	ABBA EXPRESS INC.	012708			761.57
049534	W	03/29/2019	HUNTINGTON NATIONAL BANK	010092			400.00
049535	W	03/29/2019	CRILLE ROAD HARDWARE	000551			523.64
049536	W	03/29/2019	HUNTINGTON NATIONAL BANK	010092			254.67
990913	C	03/08/2019	Payroll	999999	RECONCILED: 03/13/2019		3,333.75
990914	M	03/08/2019	BANK ONE/MEMO/MEDICARE	900663			217,227.97
990915	M	03/08/2019	Workers Comp	900950			3,301.57
990916	M	03/07/2019	FLEX SAVE	999992			977.59
990917	M	03/07/2019	Mz: 04 2W 8317	999998			100.00
990918	M	03/15/2019	LAKE COUNTY SCHOOLS COUNCIL	900926			97,590.23
990919	C	03/19/2019	SERS	999999			1,735.61
990920	M	03/25/2019	MEMO ONLY	999999			226,385.98
990921	M	03/25/2019	Payroll	900663	RECONCILED: 03/31/2019		3,429.71
990922	M	03/25/2019	BANK ONE/MEMO/MEDICARE	900693			23.25
990923	M	03/25/2019	BANK ONE/MEMO/FICA	900950			1,017.64
990924	M	03/29/2019	Workers Comp	900926			1,316.54
990925	M	03/29/2019	SERS	908140			3,280.00
990926	M	03/12/2019	MEMO ONLY	000499	RECONCILED: 03/31/2019		2,258.73
			AUBURN CAREER CENTER	999994			3,407.93
			AUBURN CAREER CENTER				
			MEDICAL MUTUAL OF OHIO				
			MEMO ONLY				

V VOIDED CHECKS	0	CHECK TOTALS	0.00
R RECONCILED CHECKS	130	CHECK TOTALS	724,960.04
W WARRANT CHECKS	166	CHECK TOTALS	302,506.99
M MEMO CHECKS	11	CHECK TOTALS	116,180.07
B REFUND CHECKS	24	CHECK TOTALS	35,587.10
I INVESTMENT CHECKS	0	CHECK TOTALS	0.00
T TRANSFER CHECKS	1	CHECK TOTALS	2,258.73
D DISTRIBUTION CHECKS	0	CHECK TOTALS	0.00
C PAYROLL CHECKS	2	CHECK TOTALS	443,613.95
MISSING CHECKS	0	CHECK TOTALS	
** TOTAL CHECKS (LESS VOIDED)	204	** TOTAL NET	900,146.84
*** TOTAL CHECKS WRITTEN	204	*** GRAND TOTALS	900,146.84

Auburn Career Center
Bank Reconciliation
March 31, 2019

E

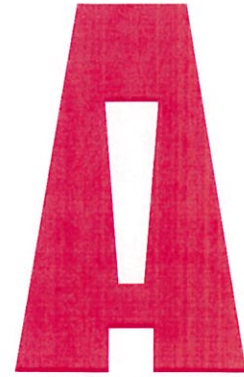
Dollar Bank - Main Depository	\$ 6,533,371.22
O/S checks - a/p	\$ (61,669.05)
O/S checks - p/r	\$ (283.99)
Payroll Accum (O/S)-Checks NI	\$ -
Petty Cash	\$ 400.00
Change Funds	\$ 137.00
Net Operating Check + Cash	6,471,955.18
Health Care Deductible Pool - Dollar	\$ 6,968.97
Flexible Spending Account - Dollar	\$ 12,191.86
Star Ohio	\$ 104,955.66
Fifth - Third Construction Investment - Interest Only	\$ 1,864.67
Net Available Cash	\$ 6,597,936.34
Investments:	
UBS Financial	\$ 2,363,023.51
Total Investments	\$ 2,363,023.51
Balance per bank	\$ 8,960,959.85
Balance per books	\$ 8,965,560.39
+/- FSA Monthly Deduction Adjustment	\$ (4,600.54)
	\$ 0.00

Investments Report

F

Institution	Amount
UBS Financial	\$ 2,363,023.51
	\$2,363,023.51

**Auburn
Career Center**



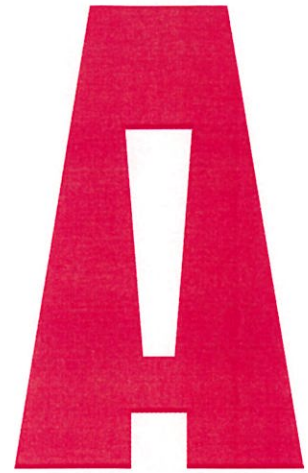
Attachment Item #10

Approve Five-Year Forecast

Auburn Career Center
Schedule Of Revenue, Expenditures and Changes In Fund Balances
Actual and Forecasted Operating Fund

	ACTUAL			FORECASTED				
	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023
Revenue:								
1.010 - General Property Tax (Real Estate)	5,493,137	5,543,931	5,836,068	5,777,537	5,806,569	5,835,765	5,864,908	5,894,051
1.020 - Public Utility Personal Property	412,393	419,558	414,345	370,973	370,973	370,973	370,973	370,973
1.030 - Income Tax	-	-	-	-	-	-	-	-
1.035 - Unrestricted Grants-in-Aid	1,925,664	2,101,153	2,306,744	2,227,899	2,204,859	2,204,865	2,040,634	2,040,636
1.040 - Restricted Grants-in-Aid	86,592	93,670	87,560	94,216	94,216	94,216	94,216	94,216
1.045 - Restricted Federal Grants-in-Aid - SFSF	-	-	-	-	-	-	-	-
1.050 - Property Tax Allocation	784,736	787,438	809,948	827,878	831,990	836,152	840,302	844,527
1.060 - All Other Operating Revenues	197,970	73,739	147,816	188,154	193,799	199,613	205,601	211,769
1.070 - Total Revenue	8,900,492	9,019,489	9,602,481	9,486,657	9,502,406	9,541,584	9,416,634	9,456,172
Other Financing Sources:								
2.010 - Proceeds from Sale of Notes	-	-	-	-	-	-	-	-
2.020 - State Emergency Loans and Advancements	-	-	-	-	-	-	-	-
2.040 - Operating Transfers-In	-	-	-	-	-	-	-	-
2.050 - Advances-In	9,503	58,884	57,516	191,646	125,000	125,000	125,000	125,000
2.060 - All Other Financing Sources	1,250	306,217	262,162	262,765	251,500	251,500	251,500	1,500
2.070 - Total Other Financing Sources	10,753	365,101	319,678	454,411	376,500	376,500	376,500	126,500
2.080 - Total Revenues and Other Financing Sources	8,911,245	9,384,590	9,922,159	9,941,068	9,878,906	9,918,084	9,793,134	9,582,672
Expenditures:								
3.010 - Personnel Services	4,024,840	4,107,214	3,821,328	4,044,744	4,125,639	4,208,152	4,292,315	4,378,161
3.020 - Employees' Retirement/Insurance Benefits	1,565,727	1,662,612	1,730,209	1,795,792	1,848,837	1,989,733	2,143,782	2,312,279
3.030 - Purchased Services	1,191,991	1,305,045	1,441,037	1,432,412	1,395,384	1,437,246	1,480,363	1,524,774
3.040 - Supplies and Materials	406,676	416,225	428,385	473,847	488,062	502,704	517,785	533,319
3.050 - Capital Outlay	502,391	295,409	175,255	230,836	499,116	200,000	200,000	200,000
3.060 - Intergovernmental	-	-	-	-	-	-	-	-
Debt Service:								
4.010 - Principal-All Years	-	-	-	-	-	-	-	-
4.020 - Principal - Notes	-	-	-	-	-	-	-	-
4.030 - Principal - State Loans	-	-	-	-	-	-	-	-
4.040 - Principal - State Advances	-	-	-	-	-	-	-	-
4.050 - Principal - HB264 Loan	-	-	-	-	-	-	-	-
4.055 - Principal - Other	-	-	-	-	-	-	-	-
4.060 - Interest and Fiscal Charges	-	-	-	-	-	-	-	-
4.300 - Other Objects	198,199	133,047	132,419	134,725	138,767	142,930	147,218	151,635
4.500 - Total Expenditures	7,889,824	7,919,552	7,728,633	8,112,356	8,495,805	8,480,765	8,781,463	9,100,168
Other Financing Uses								
5.010 - Operating Transfers-Out	654,398	1,011,030	989,772	1,165,401	1,153,592	1,154,496	1,164,948	1,108,889
5.020 - Advances-Out	58,884	40,575	82,468	157,300	43,300	43,300	43,300	43,300
5.030 - All Other Financing Uses	(9,607)	(4,151)	-	-	-	-	-	-
5.040 - Total Other Financing Uses	703,675	1,047,454	1,072,240	1,322,701	1,196,892	1,197,796	1,208,248	1,152,189
5.050 - Total Expenditures and Other Financing Uses	8,593,499	8,967,006	8,800,873	9,435,057	9,692,697	9,678,561	9,989,711	10,252,357
Excess of Rev & Other Financing Uses Over (Under)								
6.010 - Expenditures and Other Financing Uses	317,746	417,584	1,121,286	506,011	186,209	239,523	(196,577)	(669,685)
Cash Balance July 1 - Excluding Proposed Renewal/								
7.010 - Replacement and New Levies	4,109,327	4,427,073	4,844,656	5,965,942	6,471,953	6,658,162	6,897,684	6,701,107
7.020 - Cash Balance June 30	4,427,073	4,844,656	5,965,942	6,471,953	6,658,162	6,897,684	6,701,107	6,031,422
8.010 - Estimated Encumbrances June 30	59,426	99,104	115,351	100,000	100,000	100,000	100,000	100,000
Reservations of Fund Balance:								
9.010 - Textbooks and Instructional Materials	-	-	-	-	-	-	-	-
9.020 - Capital Improvements	-	-	-	-	-	-	-	-
9.030 - Budget Reserve	-	-	-	-	-	-	-	-
9.040 - DPIA	-	-	-	-	-	-	-	-
9.050 - Debt Service	-	-	-	-	-	-	-	-
9.060 - Property Tax Advances	-	-	-	-	-	-	-	-
9.070 - Bus Purchases	-	-	-	-	-	-	-	-
9.080 - Subtotal	-	-	-	-	-	-	-	-
Fund Balance June 30 for Certification								
10.010 - of Appropriations	4,367,647	4,745,552	5,850,591	6,371,953	6,558,162	6,797,684	6,601,107	5,931,422
Rev from Replacement/Renewal Levies								
11.010 - Income Tax - Renewal	-	-	-	-	-	-	-	-
11.020 - Property Tax - Renewal or Replacement	-	-	-	-	-	-	-	-
11.030 - Cumulative Balance of Replacement/Renewal Le	-	-	-	-	-	-	-	-
Fund Balance June 30 for Certification								
12.010 - of Contracts, Salary and Other Obligations	4,367,647	4,745,552	5,850,591	6,371,953	6,558,162	6,797,684	6,601,107	5,931,422
Revenue from New Levies								
13.010 - Income Tax - New	-	-	-	-	-	-	-	-
13.020 - Property Tax - New	-	-	-	-	-	-	-	-
13.030 - Cumulative Balance of New Levies	-	-	-	-	-	-	-	-
14.010 - Revenue from Future State Advancements	-	-	-	-	-	-	-	-
15.010 - Unreserved Fund Balance June 30	4,367,647	4,745,552	5,850,591	6,371,953	6,558,162	6,797,684	6,601,107	5,931,422

Auburn Career Center



**Five Year Forecast Assumptions FY19-23 (Summary)
Submitted May 2019**

The District:

Auburn Career Center is officially a Vocational School District within the definition of Ohio Revised Code and is comprised of eleven participating districts in Lake and Geauga County. Those districts include: Berkshire, Cardinal, Chardon, Kenston, Newbury, Fairport, Kirtland, Madison, Painesville City, Riverside and Perry Local.

Overview:

This financial forecast for the general operating fund is prepared according to the requirements legislated by HB412 and the district has prepared financial forecasts as a routine for many years and believes it is a valuable management tool. This forecast is an estimate of the most probable financial position, results of operations and changes in financial position for the five-year period. "Most probable" means that the assumptions have been evaluated by management and that the forecast is based upon management's judgment of the most likely set of conditions and its most likely course of action. "Most probable" is not used in a mathematical or statistical sense.

Summary Notes:

Revenue:

- Both Geauga and Lake County completed the sexennial tax value updates in 2017 and 2018 respectively. The next triennial update will occur for Geauga County in 2020 and in 2021 for Lake County. Therefore, the next full reappraisal will be 2023 for Geauga County and 2024 for Lake County. The forecast assumes that property values improve slightly. However, HB49, changes how Current Agricultural Use Valuations (CAUV) are calculated and it has been projected that the statewide average decline in CAUV will be 31.7 percent. At this time, there are no estimates as to how this change will affect the overall tax revenue for Auburn. The potential Newbury property tax loss has not been projected in the forecast at this time. Once the final approval has been made, it will then be projected. Most likely, the October Forecast. Projections continue to be calculated using a 95% collection rate.
- Foundation levels in FY2019 have been adjusted to reflect the estimates received from the Ohio Department of Education and the Office of Budget and Management.

HB166, which makes appropriations for the state operating budget for FY2020 and 2021, continues to progress through the legislative process. Initial projections under the Cupp/Patterson funding model reflect Auburn realizing a 4.5% increase in state aid. However, I have not projected any increase in state aid for FY2020 or 2021 as there is concern across the state there is not a mechanism in place to fund this aggressive model. However, it has been said no district will lose money, therefore; I have projected Auburn at the FY2019 funding level through this budget cycle. Also, shown in this line item are casino revenue and open enrollment adjustments/transfers.

- HB59 removed property rollback reimbursement on any new levies approved in November, 2013 and thereafter. However, local tax collections will offset on any new levies.
- Adult Funds are anticipated to repay the general fund for advances over the next five years. The balance owed at the end of FY2018 was \$1,155,000. In September, 2018, the Auburn BOE approved an advance in the amount of \$114,000 to assist in startup funding for the 2018-19 school year. Therefore, the current balance owed to the general fund \$1,269,000. The current projection reflects the return of the \$114,000.
- Due to the investment strategy recommended and implemented in 2017, Auburn continues to see positive increases in "other operating revenues." In FY2019, Auburn is realizing an additional increase of 27.29% compared to FY2018.
- The student constructed house sold in August, 2018. Proceeds are reflected in Line 2.060 of the forecast. FY2020-FY2022 reflect projected revenue from a student built house. The district purchased a 5 acre vacant lot in August, 2018, which has been split into three separate parcels to accommodate for a student build and sale for the next three years.

Expense:

- FY2019 estimates reflect a 5.85% increase in salaries due to mid-year administrative changes, staffing changes and additional program offerings. The remaining years assume only step and educational advancements which is projected at 2%.
- In FY2019, projections reflect a 9% increase in healthcare premiums and 8% in FY2020. All remaining years are projected with a 10% increase. These estimates have been supplied by the Lake County School Council. FY2019 is projected at an overall 3.79% increase.
- Purchased Services and Supplies are realizing a decrease of .6% and increase of 10.61% respectively for FY2019. FY2018-mid-year FY2019 reflect the 50/50 shared service agreement with the Lake County Educational Service Center for Superintendent Services. This contracted purchased service was terminated effective January 1, 2019 and brought back in-house; therefore, the expense is

now reflected in the Personnel. Additionally, FY2019 and beyond reflect the technology services purchasing agreement with Madison Local Board of Education. A 3% increase has been projected for FY2020-FY2023 based on inflationary trend data.

- Capital Outlay estimates include \$200,000 per year for technology and maintenance equipment purchases. It should be noted that many of the instructional equipment purchases continue to be funded by the Perkins Grant and REAP funds; however, these funds continue to be reduced resulting in the need to shift the burden back to the general fund. The full Five-Year Facilities Plan is not included in the forecast. FY2019 reflects the purchase of the 5 acre vacant lot which has been split into three parcels for the construction of student built houses. This expense has been removed in FY2020 through FY2023. Additionally, FY 2020 reflects the estimated cost for the IT Network Infrastructure Project and the LED Lighting Project which were board approved in April, 2019.
- Other objects include expenditures such as liability insurance, county auditor fees, state auditor fees, membership dues and other miscellaneous expenditures. Projections reflect a 3% increase to the previous year's total expenditure.
- Debt will continue to be paid from the general fund for the two roof replacement projects totaling \$5.1 million in bond issues and included \$1.065 million for HB264 energy improvements. Debt repayment for the Industrial Arts Facility is also included for a \$600,000 bond issue. Debt repayment for the \$1.745 million bond issuance for the B-wing roof replacement and TLC parking lot replacement. The following table reflects the debt repayment schedule:

-

Fiscal Yr.	Total Principal/Interest
2019	\$626,492
2020	\$613,592
2021	\$614,496
2022	\$624,948
2023	\$568,889

- Additionally, line 5.010 and 5.020 include projections of transfers to the Capital Improvement fund, Principal fund and Food Service.



Attachment Item #12

*Approve Healthcare
Benefits Program*

Lake County Schools Council Health Care Benefits Program

7/19-6/20 Monthly Premium Equivalent Rates

Medical+Drug, Dental, Vision, Hearing and Life

4/16/19 General Assembly Meeting

		7/18-6/19		7/19-6/20				
		Monthly Funding Rates		Monthly Funding Rates				
Product	Benefit Plan	Single	Family	Single	%	Family	%	
Medical+Drug	Standard Plan 1	\$543.02	\$1,384.46	\$569.84	5%	\$1,452.86	5%	
	Standard Plan 2	\$670.12	\$1,708.56	\$723.14	8%	\$1,843.72	8%	
	Standard Plan 3	\$772.12	\$1,968.60	\$856.14	11%	\$2,182.80	11%	
	HDHP Plan	\$428.22	\$1,091.84	\$436.66	2%	\$1,113.36	2%	
Dental	Auburn	\$34.88	\$88.80	\$35.94	3%	\$91.46	3%	
	Kirtland	\$33.00	\$84.02	\$34.00	3%	\$86.54	3%	
	Lake ESC	\$43.96	\$111.94	\$45.28	3%	\$115.30	3%	
	Lakeland	\$31.74	\$80.84	\$32.70	3%	\$83.28	3%	
	Madison	\$34.81	\$88.64	\$35.86	3%	\$91.30	3%	
	Newbury	\$41.96	\$106.88	\$43.22	3%	\$110.10	3%	
	Painesville City	\$28.52	\$72.60	\$29.38	3%	\$74.78	3%	
	Richmond Hts	\$41.66	\$106.12	\$42.92	3%	\$109.30	3%	
	Riverside	\$39.02	\$99.38	\$40.20	3%	\$102.36	3%	
Wickliffe	\$40.78	\$103.88	\$42.00	3%	\$107.00	3%		
VISION	All - VSP	\$9.36	\$20.20	\$9.36	0%	\$20.20	0%	
HEARING	Lakeland	\$1.24		\$1.24	0%			
LIFE	Basic Life/AD&D	\$0.10/\$1000		\$0.10/\$1000		0%		
	Voluntary Life (Employee Only)	<30	\$	0.075	<30	\$	0.075	0%
		30 - 34	\$	0.075	30 - 34	\$	0.075	0%
		35 - 39	\$	0.095	35 - 39	\$	0.095	0%
		40 - 44	\$	0.135	40 - 44	\$	0.135	0%
		45 - 49	\$	0.195	45 - 49	\$	0.195	0%
		50 - 54	\$	0.325	50 - 54	\$	0.325	0%
		55 - 59	\$	0.525	55 - 59	\$	0.525	0%
		60 - 64	\$	0.695	60 - 64	\$	0.695	0%
		65 - 69	\$	1.045	65 - 69	\$	1.045	0%
	70 - 74	\$	2.415	70 - 74	\$	2.415	0%	
	75+	\$	2.415	75+	\$	2.415	0%	
	- Age banded rates per \$1000 benefit							
Dependent Life (unit price/employee)	\$20,000 SP / \$10,000 CH	\$	8.00	\$10,000 SP / \$5,000 CH	\$	8.00	0%	
Dependent Life (unit price/employee)	\$15,000 SP / \$7,500 CH	\$	6.00	\$10,000 SP / \$5,000 CH	\$	6.00	0%	
Dependent Life (unit price/employee)	\$10,000 SP / \$5,000 CH	\$	4.00	\$10,000 SP / \$5,000 CH	\$	4.00	0%	
Dependent Life (unit price/employee)	\$5,000 SP / \$2,500 CH	\$	2.00	\$10,000 SP / \$5,000 CH	\$	2.00	0%	



Attachment Item #14

Human Resources



Human Resources

May 7, 2019

Substitutes - Professional 2018-2019

Name	Subject
Michael Martin	General Education
Laurel Locker	General Education

Substitutes - Classified 2018-2019

Name	
Eileen Hauser	Treasurer Office

High School - Professional 2018-2019

Name	Title	Amount	Effective Date	Step	Column	Contract
Dennis Harvey	Architecture Project Management Instructor	\$50,303.00 (prorated amount \$13,051.68)	*March 12, 2019	5	5	185 Days (pro-rated 48 days)

*Revised Effective Date

Adult Workforce Employees 2018-2019

Staff Name	Title	Hourly Amount
Carol Brafford	Aspire Instructor	\$21.63
Kimberly Downing	PN Faculty	\$30.00

Program Instructor's Extended Days 2018-2019

Instructor Name	Program	Days
Bob Hill	Construction Technology Instructor	20 Days

2019 Summer Intern

Name	Department/Program	Hours Per Week	Hourly Amount
Kyle Cosiano	Construction Tech - House Project	TBD	\$8.98
Tyler Kestranek	Construction Tech - House Project	TBD	\$8.98

Out-of-State Professional Development Travel

Employee Name	Title	Location	Purpose of Travel	Date(s) of Travel
Laura Ciszewski	Mobile Applications Technology Instructor	Louisville, KY	SkillsUSA-National Competition	June 24-29, 2019
Sue Lefler	Allied Health Instructor	Louisville, KY	SkillsUSA-National Competition	June 24-29, 2019
Dennis Harvey	APM Instructor	Louisville, KY	SkillsUSA-National Competition	June 24-29, 2019
Amy Ryan	Culinary Arts Instructor	Anaheim, CA	FCCLA - National Competition	June 30 - July 4, 2019

Out-of-State Student Travel

Student Name	Program	Location	Purpose of Travel	Date(s) of Travel
Jackson Senning	Mobile Applications Technology	Louisville, KY	SkillsUSA- National Competition	June 24-29, 2019
Arin Justice	Mobile Applications Technology	Louisville, KY	SkillsUSA- National Competition	June 24-29, 2019
Alberto Reynoso	Mobile Applications Technology	Louisville, KY	SkillsUSA- National Competition	June 24-29, 2019
William Kurtz	Information Services and Support	Louisville, KY	SkillsUSA-National Competition	June 24-29, 2019
Kaleb Grubbs	Culinary Arts	Anaheim, CA	FCCLA - National Competition	June 30 - July 4, 2019
Delesa McCruter	Culinary Arts	Anaheim, CA	FCCLA - National Competition	June 30 - July 4, 2019
Makayla Hart	Culinary Arts	Anaheim, CA	FCCLA - National Competition	June 30 - July 4, 2019

***High School - Professional
2019-2020***

Name	Title	Amount	Effective Date	Step	Column	Contract
Stacey Yarnell	Allied Health Technology	\$50,303.00	August 1, 2019	5	5	185 Days

Employment of Teachers/Staff for 2019-2020

Salaries are based on the current school year hire.

Limited Teacher Contracts				
Salary includes step increase per CATA				
Instructor Name	Title	Salary	Daily Rate	Contract Days
Dan Agardi	Mechanical Technology Applications	\$72,012.00	\$389.25	185
Stacy Allen	Workforce Readiness Coordinator	\$75,211.00	\$406.55	185
Justin Bruno	Auto Collision Repair	\$50,551.00	\$273.25	185
Terry Colescott	Advanced Manufacturing	\$72,628.00	\$392.58	185
Keith Conn	Electrical Engineering Prep	\$60,339.00	\$326.16	185
Gregg Evans	Intervention Specialists	\$69,596.00	\$376.19	185
Barbara Gordon	Enrollment Specialists	\$64,653.00	\$349.48	185
Dennis Harvey	Architecture Project Management	\$50,303.00	\$271.91	185
Bob Hill	Construction Technology	\$80,631.00	\$435.84	185
Brandi Holland	Cosmetology	\$73,705.00	\$398.41	185
Amie Irving	On-line Mathematics	\$61,565.00	\$332.78	185
Shelby Kaminski	VOSE Coordinator	\$62,603.00	\$338.39	185
Nanci Kasten	Online English	\$57,044.00	\$308.35	185
Justine Malvicino	Cosmetology	\$62,603.00	\$338.39	185
Sarah Noble	Guidance Counselor	\$51,287.00	\$277.23	185
Robin Nunes	Online English	\$74,090.00	\$400.49	185
Barbara Rausch	Intervention Specialist	\$74,090.00	\$400.49	185
Wayne Reed	Heating, Ventilation & AC	\$74,567.00	\$403.06	185
David P. Richards	Plant, Turf & Landscape Management	\$77,896.00	\$421.06	185
Jared Rogge	Welding	\$50,551.00	\$273.25	185
Amy Ryan	Culinary Arts	\$67,352.00	\$364.06	185
Scott Sitz	Criminal Justice	\$60,339.00	\$326.16	185
Darrin Spondike	Computer Networking	\$67,236.00	\$363.44	185
Christine Tredent	Patient Care Technician	\$78,442.00	\$424.01	185
Cayley Volpin	Career Enrollment/Career Dev't	\$47,999.00	\$259.45	185
Thomas Welk	Automotive Technology	\$68,071.00	\$367.95	185

Continuing Teacher Contracts				
Salary includes step increase per CATA				
Instructor Name	Title	Salary	Daily Rate	Contract Days
Dorothy Bentley	Intervention Specialist	\$77,394.00	\$418.35	185
John Blauch	Emergency Medical Services	\$83,499.00	\$451.35	185
Laura Ciszewski	Mobile Applications & Technology	\$71,654.00	\$387.32	185
Dan Crail	Guidance Counselor	\$63,829.00	\$345.02	185
Beth Cueni	Tech Literacy	\$82,217.00	\$444.42	185
Jason Gardner	Internet Programming & Development	\$80,935.00	\$437.49	185
Ginny Gontero	Sports Medicine	\$80,706.00	\$436.25	185
Rodney Kozar	Interactive Multimedia Technology	\$84,780.00	\$458.27	185
Jane Metrisin	Teaching Profession Pathway	\$76,180.00	\$411.78	185
Angela Nelson	Business Management Tech	\$69,391.00	\$375.09	185
Stephanie Wiencek	Career Assessment/Intervention Spec.	\$60,948.00	\$329.45	185

Classified Non-Teaching - Two Year Contract 2018-2020
Salary includes step increase per CATA

Instructor Name	Title	Salary	Daily Rate	Contract Days
Erica Anderson	Administrative Assistant	\$35,726.91	\$162.40	220

Classified Non-Teaching - Continuing Contract
Salary includes step increase per CATA

Instructor Name	Title	Salary	Daily Rate	Contract Days
Jessica Brown	Receptionist - District	\$26,643.88	\$102.48	260
Diane Buchs	Administrative Assistant - High School	\$53,685.84	\$206.48	260
Dominic DePasquale	Maintenance (Evening)	\$38,274.02	\$147.21	260
Michael Franko	Maintenance	\$49,754.28	\$191.36	260
Laura Kamis	Administrative Assistant - AWE	\$43,833.11	\$168.59	260
Leslie Machuta	Administrative Assistant - Student Services	\$41,857.10	\$190.26	220
Wendy Lauer	Administrative Assistant - Testing/Facility	\$45,442.16	\$174.78	260
Carol Szoka	Administrative Assistant - High School	\$53,685.84	\$206.48	260

Classified Non-Teaching - Two Year Contract 2018-2020
Salary includes step increase per CATA

Instructor Name	Title	Salary	Daily Rate	Contract Days
Victoria Tutolo	Teacher Assistant	\$20,734.35	\$106.33	195

Continuing Teacher Aide Contract
Salary includes step increase per CATA

Instructor Name	Title	Salary	Daily Rate	Contract Days
Phillip Stropkey	Construction Teacher Assistant	\$24,269.70	\$124.46	195
Jessica Szoka	PLTM Teacher Assistant	\$22,672.65	\$116.27	195

Classified Non-Teaching - Two Year Contract - Part Time 2018-2020

Staff Name	Title	Salary	Contract Days
Sanja Medved	Kitchen Assistant <i>(includes step increase per CATA)</i>	\$13.46	6 Hours Per Day (195 Days)
*Cindy Coin	Receptionist - Evening	\$12.43	5 Hours Per Day (260 Days)
*Laura Barwidi	Student Services Coordinator	\$17.25	5 Hours Per Day (260 Days)

Classified Non-Teaching - Continuing Contract - Part Time

Staff Name	Title	Salary	Contract Days
Catherine Coyne	Administrative Assistant - ABLE/GED	\$18.43	As Scheduled
*Jonna Mazza	Career Resources	\$20.54	4 Hours Per Day (195 Days)

Classified Non-Teaching - Continuing Contract				
Staff Name	Title	Salary	Daily Rate	Contract Days
Shelley Barto	Financial Aid Specialist	\$43,027.24	\$165.49	260
Carrie McVicker	Accounts Payable	\$53,685.84	\$206.48	260
*Dawn Bubonic	Marketing & Public Relations	\$48,308.20	\$219.58	220
*Kelley Golinar	EMIS	\$51,393.58	\$214.14	240
Lori Smith	Executive Administrative Assistant	\$63,376.58	\$243.76	260
Victoria DePasquale	Assistant Treasurer	\$59,717.65	\$229.68	260
*Joseph Atwell	Maintenance Supervisor	\$69,286.19	\$266.49	260
*Brenda Carraher	Manager of Cafeteria	\$47,604.85	\$244.13	195

Adult Workforce Education - Limited Teacher Contract				
Staff Name	Title	Salary	Daily Rate	Contract Days
*Mary Ann Kerwood	Academics/ABLE	\$42,889.49	\$178.71	240 ½ Days

Administrator Contract				
Staff Name	Title	Salary	Daily Rate	Contract Days
*Sean Davis	Director of Public Safety	\$69,527.50	\$267.41	260
*Dee Stark	Director of Curriculum & Instruction	\$92,157.64	\$418.90	220
*Christopher Mitchell	Director of High School	\$81,200.00	\$369.09	220
*Michelle Rodewald	Director of Adult Workforce Education & Business Partnership	\$83,883.76	\$381.29	220
Jeff Slavkovsky	Executive Director of Career and Technical Education	\$110,198.61	\$423.84	260

*this salary reflects a 1.5% salary increase representing an average step increase



Attachment Item #15

***Approve Board Resolution to
Accept Resignations, Employ
Personnel, Abolish Positions and
Suspend Employment Contracts***

BOARD RESOLUTION TO ACCEPT R.C. 3319.02 RESIGNATIONS, EMPLOY R.C. 3319.02 PERSONNEL, ABOLISH R.C. 3319.02 POSITIONS, AND SUSPEND R.C. 3319.02 EMPLOYMENT CONTRACTS

WHEREAS, the Auburn Vocational School District Board of Education (“Board”) adopted Board Policy 1540 (“Suspension of Administrative Contracts”) pursuant to R.C. 3319.171 (“Administrative Personnel Suspension Policy”) and applicable laws.

WHEREAS, the following four (4) administrative personnel submitted their irrevocable letters of resignation effective July 31, 2019, copies of which are attached hereto and incorporated herein, and Superintendent Brian Bontempo (“Superintendent”) recommends that the Board accept each resignation:

1. Jeffrey Slavkovsky (Assistant Superintendent);
2. Dee Stark-Kurtz (High School Principal);
3. Christopher Mitchell (Director of Innovative Programming); and
4. Michelle Rodewald (Business Partnership Coordinator).

WHEREAS, the Superintendent recommends that the Board employ the following four (4) administrative personnel pursuant to the R.C. 3319.02 employment contracts attached hereto and incorporated herein:

1. Jeffrey Slavkovsky in a 260 day per year employment contract in the R.C. 3319.02 position of Executive Director of Career Technical Education for a three 3-year period commencing August 1, 2019, and ending July 31, 2022, at an annual salary of One Hundred Ten Thousand One Hundred Ninety Eight Dollars and 61/100 cents (\$110,198.61);
2. Dee Stark-Kurtz in a 220 day per year employment contract in the R.C. 3319.02 position of Director of Curriculum & Instruction for a two 2-year period commencing 2019-2020 school year, and ending 2020-2021 school year, at an annual salary of Ninety Two Thousand One Hundred Fifty Seven Dollars and 64/100 cents (\$92,157.64);
3. Christopher Mitchell in a 220 day per year employment contract in the R.C. 3319.02 position of Director of High School for a two 2-year period commencing 2019-2020 school year, and ending 2020-2021 school year, at an annual salary of Eighty One Thousand Two Hundred Dollars (\$81,200.00); and
4. Michelle Rodewald in a 220 day per year employment contract in the R.C. 3319.02 position of Director of Adult Workforce Education & Business Partnerships for a two 2-year period commencing 2019-2020 school year, and ending 2020-2021 school year, at an annual salary of Eighty Three Thousand Eight Hundred Eighty Three Dollars and 76/100 cents (\$83,883.76).

WHEREAS, Board Policy 1540, R.C. 3319.171, and applicable laws permit the Board to proceed in achieving a reduction in administrative personnel by abolishing exempt R.C. 3319.02 administrative positions in accordance with the recommendation of the Superintendent who has given consideration to (1) administrators who have the greater seniority in administrative service

with the Auburn Vocational School District (“District”) among those who are properly certificated/licensed for a particular position, (2) the fact that administrative positions are not interchangeable, and (3) the best interest of the District.

WHEREAS, Board Policy 1540, R.C. 3319.171, and applicable laws permit the Board to proceed in achieving a reduction in administrative personnel by abolishing R.C. 3319.02 administrative positions due to financial conditions affecting the District and/or reorganization and/or consolidation of administrative functions.

WHEREAS, pursuant to Board Policy 1540, R.C. 3319.171, and applicable laws, any administrator whose contract is to be suspended as the result of a reduction in administrative personnel has been notified of the administrator’s intended suspension at least fifteen (15) calendar days prior to this May 7, 2019 regularly-scheduled board meeting.

WHEREAS, pursuant to Board Policy 1540, R.C. 3319.171, and applicable laws, no suspension shall become effective sooner than thirty (30) days after May 7, 2019.

WHEREAS, pursuant to Board Policy 1540, R.C. 3319.171, and applicable laws, the Superintendent recommends that the Board achieve a reduction in administrative personnel at this May 7, 2019 regularly-scheduled board meeting by abolishing the following R.C. 3319.02 administrative positions, effective July 31, 2019, due to (1) financial conditions affecting the District and (2) reorganization and consolidation of administrative functions:

1. Assistant Superintendent;
2. High School Principal;
3. Director of Innovative Programming;
4. Business Partnership Coordinator; and
5. Director of Adult Workforce.

WHEREAS, pursuant to Board Policy 1540, R.C. 3319.171, and applicable laws, the Superintendent – who has given consideration to (1) administrators who have the greater seniority in administrative service with the District among those who are properly certificated/licensed for a particular position, (2) the fact that administrative positions are not interchangeable, and (3) the best interest of the District – recommends that the Board achieve a reduction in administrative personnel at this May 7, 2019 regularly-scheduled board meeting by suspending the following R.C. 3319.02 administrative contracts, effective July 31, 2019, due to (1) financial conditions affecting the District and (2) reorganization and consolidation of administrative functions and solely in the event the following personnel are not reemployed by the Board prior to July 31, 2019:

1. Jeffrey Slavkovsky (Assistant Superintendent);
2. Dee Stark-Kurtz (High School Principal);
3. Christopher Mitchell (Director of Innovative Programming); and
4. Michelle Rodewald (Business Partnership Coordinator).

NOW THEREFORE BE IT RESOLVED THAT, the Board hereby accepts the following four (4) administrative personnel submitted their irrevocable letters of **resignation** effective July 31, 2019, copies of which are attached hereto and incorporated herein:

5. Jeffrey Slavkovsky (Assistant Superintendent);
6. Dee Stark-Kurtz (High School Principal);
7. Christopher Mitchell (Director of Innovative Programming); and
8. Michelle Rodewald (Business Partnership Coordinator).

NOW THEREFORE BE IT FURTHER RESOLVED THAT, the Board hereby **employs** following four (4) administrative personnel pursuant to the R.C. 3319.02 employment contracts attached hereto and incorporated herein:

- 1 Jeffrey Slavkovsky in a 260 day per year employment contract in the R.C. 3319.02 position of Executive Director of Career Technical Education for a three 3-year period commencing August 1, 2019, and ending July 31, 2022, at an annual salary of One Hundred Ten Thousand One Hundred Ninety Eight Dollars and 61/100 cents (\$110,198.61);
- 2 Dee Stark-Kurtz in a 220 day per year employment contract in the R.C. 3319.02 position of Director of Curriculum & Instruction for a two 2-year period commencing 2019-2020 school year, and ending 2020-2021 school year, at an annual salary of Ninety Two Thousand One Hundred Fifty Seven Dollars and 64/100 cents (\$92,157.64);
- 3 Christopher Mitchell in a 220 day per year employment contract in the R.C. 3319.02 position of Director of High School for a two 2-year period commencing 2019-2020 school year, and ending 2020-2021 school year, at an annual salary of Eighty One Thousand Two Hundred Dollars (\$81,200.00); and
- 4 Michelle Rodewald in a 220 day per year employment contract in the R.C. 3319.02 position of Director of Adult Workforce Education & Business Partnerships for a two 2-year period commencing 2019-2020 school year, and ending 2020-2021 school year, at an annual salary of Eighty Three Thousand Eight Hundred Eighty Three Dollars and 76/100 cents (\$83,883.76).

NOW THEREFORE BE IT FURTHER RESOLVED THAT, pursuant to Board Policy 1540, R.C. 3319.171, and applicable laws, the Board hereby **abolishes** the following R.C. 3319.02 administrative positions, effective July 31, 2019, due to financial conditions affecting the District and/or reorganization and/or consolidation of administrative functions:

1. Assistant Superintendent;
2. High School Principal;
3. Director of Innovative Programming;
4. Business Partnership Coordinator; and
5. Director of Adult Workforce.

NOW THEREFORE BE IT FURTHER RESOLVED THAT, pursuant to Board Policy 1540, R.C. 3319.171, and applicable laws, the Board hereby **suspends** the following R.C. 3319.02

administrative contracts, effective July 31, 2019, due to (1) financial conditions affecting the District and (2) reorganization and consolidation of administrative functions and solely in the event the following personnel are not reemployed by the Board prior to July 31, 2019:

1. Jeffrey Slavkovsky (Assistant Superintendent);
2. Dee Stark-Kurtz (High School Principal);
3. Christopher Mitchell (Director of Innovative Programming); and
4. Michelle Rodewald (Business Partnership Coordinator).



May 3, 2019

Dr. Brian Bontempo
Superintendent
Auburn Vocational School District
8221 Auburn Road
Concord Township, OH 44077

Re: Resignation and Acceptance of Administrative Contract

Dear Superintendent Bontempo:

I hereby submit my irrevocable resignation from any and all employment with the Auburn Vocational School District Board of Education ("Board") including, but not limited to, my employment contract in the R.C. 3319.02 position of **Assistant Superintendent** effective July 31, 2019, **conditioned solely upon the Board offering me a 260 day per year employment contract in the R.C. 3319.02 position of Executive Director of Career Technical Education** for a three 3-year period commencing August 1, 2019, and ending July 31, 2022 at an annual salary of One Hundred Ten Thousand One Hundred Ninety Eight Dollars and 61/100 cents (\$110,198.61), during its May 7, 2019 regular board meeting, **which I hereby accept and agree to execute a written employment agreement no later than May 8, 2019.**

Should the Board not offer me a 260 day per year employment contract in the R.C. 3319.02 position of **Executive Director of Career Technical Education** for a three 3-year period commencing August 1, 2019, and ending July 31, 2022, at an annual salary of One Hundred Ten Thousand One Hundred Ninety Eight Dollars and 61/100 cents (\$110,198.61), during its May 7, 2019 regular board meeting; the instant resignation shall be withdrawn.

Should I either (1) refuse to accept 260 day per year employment contract in the R.C. 3319.02 position of **Executive Director of Career Technical Education** for a 260-year period commencing August 1, 2019, and ending July 31, 2022, at an annual salary of One Hundred Ten Thousand One Hundred Ninety Eight Dollars and 61/100 cents (\$110,198.61) or (2) not execute a written employment agreement by May 8, 2019; I hereby submit my irrevocable resignation from any and all employment with the Board including, but not limited to, my employment contract in the R.C. 3319.02 position of **Assistant Superintendent** effective July 31, 2019.

Sincerely,



Jeffrey Slavkovsky

cc: Sherry Williamson, Treasurer
Personnel File

AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION
ADMINISTRATOR CONTRACT
(R.C. 3319.02)

This is an agreement between the Auburn Vocational School District Board of Education (“Board”) and Jeffrey Slavkovsky (“Administrator”). The Board agrees to employ the Administrator as the **Executive Director of Career Technical Education** for a period of **three** years, commencing on August 1, 2019. The Administrator agrees to perform the duties of that position as included in the job description attached hereto, which may be amended from time to time during the term of this Agreement, and to perform such other duties as may otherwise be provided to an Administrator pursuant to Board policy. Such duties shall be performed in accordance with the laws of the State of Ohio, the rules, regulations, policies of the Board, and the terms and conditions of this agreement.

The Board agrees to the following:

1. To pay the Administrator an annual salary of **\$110,198.61**, to be paid in equal installments in accordance with the policy of the Board.
2. The Board shall provide the Administrator with a 2% annual raise effective for the 2020-2021 school year as well as the 2021-2022 school year.
3. The Board shall pay the employer’s share of the State Teachers’ Retirement System (“STRS”) contributions as required by law. In addition, the Board shall “pick up” (pay directly) the employee’s share of the Administrator’s total retirement contribution to the STRS on behalf of the Administrator, plus all retirement contributions on the picked-up amount. In addition, as additional compensation, the Board will assume and pay to the State Teachers Retirement System, on behalf of the Administrator’s, contributions otherwise payable by the Administrator on the contributions, i.e., the Board will pay the “pick-up on the pick-up.” During the term of this contract, this pick-up and pick-up on the pick-up shall be a condition of employment and not at the option of the Administrator. It is the intention of the parties that this picked-up amount be included in the Administrator’s compensation for purposes of calculating retirement benefits.
4. The Board shall pay the Administrator’s portion of Medicare.
5. The annual salary of the Administrator may be increased during the term of this contract, but shall not be reduced except as provided by law.
6. To determine the per diem amount by dividing the salary rate per school year by 228 days per year for the contract year in question.
7. To reimburse the Administrator for all actual and necessary travel and other expenses required in the performance of official duties during employment under this contract,

subject to such limitations as may be provided by law, and in accordance with Governing Board policy.

8. The Administrator shall receive during the term of this contract the health care benefits, insurance, and other fringe benefits provided by the Board for the Executive Director of Career Technical Education Position along with \$200,000 life insurance policy. These benefits may, at the discretion of the Board, be increased, but not decreased, during the term of this contract.
9. The Administrator shall receive sick leave as provided by the law. Earned sick shall accumulate at the rate of 1.25 days per month and total accumulation shall be established by Board policy.
10. The Administrator shall be entitled to the following paid holidays:
 - a. Labor Day
 - b. Thanksgiving (2)
 - c. Christmas (2)
 - d. New Year's (2)
 - e. Martin Luther King Day
 - f. President's Day
 - g. Good Friday
 - h. Memorial Day
 - i. Independence Day
11. The Administrator shall receive 20 vacation days.
12. The Administrator shall be entitled to three personal days per contract year.
13. The Administrator is encouraged to attend appropriate professional meetings, the actual and necessary expenses of such attendance to be paid by the Board in accordance with Board policy.
14. Upon separation from employment, if entitled to vacation, all accrued and unused vacation leave credited to the Administrator at the time of separation, not to exceed the amount accrued within three (3) years before the date of separation, shall be paid at the then current rate of pay as calculated on a per diem basis.

The Administrator agrees:

1. The Administrator is contracted to 260 days in each year that this contract is in effect but shall devote such time and energies as are necessary to perform the duties of the position. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the Administrator to work during times

other than normal business hours. Paid holidays shall be included in the total number of work days listed above.

2. To devote time, skill, labor and attention to performance of the duties of the position Executive Director of Career Technical Education, as may be amended from time to time during the term of this contract.
3. To abide by the rules and regulations adopted by the Board for the government of its employees and to perform such duties as the Superintendent may direct and assign pursuant to R.C. 3319.01. The Administrator shall also perform the duties of Executive Director of Career Technical Education as set forth in the attached job description, as may be amended from time to time during the term of this Agreement.
4. To maintain throughout the life of this contract a valid and appropriate license/certificate to perform the duties of the position, and to retain all licensure/certifications held at the time this contract was entered into.
5. To be evaluated in accordance with such procedure as the Board adopts and the results of the evaluation shall be considered by the Board in determining whether to renew this Contract. The Board may, in its discretion, also consider any such evaluation in determining what, if any, changes should be made in the Administrator's compensation. The Administrator's evaluation will include consideration of whether s/he has accomplished the goals and/objectives set for him/her by the Board of Education or its designee. The establishment of an evaluation procedure shall not create an expectancy of continued employment, except as provided by law, and nothing in this Contract shall prevent the Board from making the final determination regarding the renewal or non-renewal of this Contract.
6. The Administrator shall, during the term of this contract, be subject to reassignment to any position for which the Board requires the Administrator's services – provided the Administrator is not transferred to a position of lesser responsibility.
7. That the Administrator shall not, as a result of service under this contract, acquire continuing contract status in any particular administrative or supervisory position within the Auburn Vocational School District.
8. Non-renewal of this Agreement by the Board shall be governed solely by R.C. 3319.02 and Ohio law. This contract may be terminated during its term by the mutual agreement of the Administrator and the Board; by resignation; retirement; disability; death; or in accordance with the laws of Ohio, including, but not limited to, R.C. 3319.16.
9. That the Administrator has been notified of and accepts the Administrator's duties and obligations under Sections 3307.01 to 3307.99 of the Ohio Revised Code, relating to STRS.

10. That upon the request of the Board, the Administrator agrees to submit, from time to time, to comprehensive medical examinations, to be conducted by physicians designated by the Board. A statement certifying to the physical and mental competency or incompetency of the Administrator shall be filed with the Treasurer and shall be treated as confidential information. The cost of such medical reports shall be paid by the Board. If the medical examination report states that the Administrator is physically or mentally incompetent to such an extent as to make the Administrator unable to perform any or all of the duties of the position and such incompetency is permanent or with a reasonable degree of medical certainty, is likely to continue beyond the term of this agreement, the Board may, at its option terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate. Refusal by the Administrator to submit to such physical examination shall be deemed to be an acknowledgment that the Administrator is unable to perform the duties of the position, in which event the Board may, at its option, terminate this agreement.
11. That this contract is contingent upon the continuation, at current levels, of any state and/or federal funding which directly supports the position to which the Administrator has been assigned.
12. That if any provision of this contract is found to be in violation of law, or becomes invalid due to subsequent legislative or judicial action, the remaining provisions shall continue to have full force and effect and shall be fully enforceable and binding upon the parties hereto.

WHEREFORE, the parties have indicated their acceptance of the foregoing terms by affixing their signatures below:

ADMINISTRATOR:

AUBURN VOCATIONAL SCHOOL
DISTRICT BOARD OF EDUCATION:

Jeffrey Slavkovsky

Date

In His Official Capacity As Board President

In Her Official Capacity As Treasurer

AUTHORIZED PURSUANT TO GOVERNING
BOARD RESOLUTION NO. _____ *

* This Agreement has no binding legal effect absent
the approval of the Governing Board

AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION

R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

President, Board of Education (In Official Capacity Only)

Treasurer, Board of Education (In Official Capacity Only)

May 3, 2019

Dr. Brian Bontempo
Superintendent
Auburn Vocational School District
8221 Auburn Road
Concord Township, OH 44077

Re: Resignation and Acceptance of Administrative Contract

Dear Superintendent Bontempo:

I hereby submit my irrevocable resignation from any and all employment with the Auburn Vocational School District Board of Education ("Board") including, but not limited to, my employment contract in the R.C. 3319.02 position **High School Principal** effective July 31, 2019, **conditioned solely upon the Board offering me a 220 day per year employment contract in the R.C. 3319.02 position of Director of Curriculum & Instruction for a two 2-year period commencing August 1, 2019, and ending July 31, 2021 at an annual salary of Ninety Two Thousand One Hundred Fifty Seven Dollars and 64/100 cents (\$92,157.64), during its May 7, 2019 regular board meeting, which I hereby accept and agree to execute a written employment agreement no later than May 8, 2019.**

Should the Board not offer me a 220 day per year employment contract in the R.C. 3319.02 position **Director of Curriculum & Instruction** for a two 2-year period commencing August 1, 2019, and ending July 31, 2021, at an annual salary of Ninety Two Thousand One Hundred Fifty Seven Dollars and 64/100 cents (\$92,157.64), during its May 7, 2019 regular board meeting; the instant resignation shall be withdrawn.

Should I either (1) refuse to accept 220 day per year employment contract in the R.C. 3319.02 position of **Director of Curriculum & Instruction** for a 220-year period commencing August 1, 2019, and ending July 31, 2021, at an annual salary of Ninety Two Thousand One Hundred Fifty Seven Dollars and 64/100 cents (\$92,157.64) or (2) not execute a written employment agreement by May 8, 2019; I hereby submit my irrevocable resignation from any and all employment with the Board including, but not limited to, my employment contract in the R.C. 3319.02 position of **High School Principal** effective July 31, 2019.

Sincerely,



Dee Stark-Kurtz

cc: Sherry Williamson, Treasurer
Personnel File

Auburn Career Center



1. Administrator's Name:

Dee Stark-Kurtz

2. Date of Board Action:

May 7, 2019

3. Effective Dates of Employment Under this Contract:

SY 2019-2020

SY 2020-2021

4. Administrative Position:

Director of Curriculum & Instruction

5. Number of Paid Days Per Year upon which the Salary is Based (Includes paid holidays):

220

a. Number of Scheduled Work days Per Year:

210

b. Number of Vacation Days:

None

6. Salary Rate Per School Year:

\$92,157.64

Paid holidays include: Labor Day, Thanksgiving (2), Christmas (2), New Year's (2), President's Day, MLK, Memorial Day

ADMINISTRATOR'S CONTRACT

THIS IS AN AGREEMENT by and between the person whose name appears in Block No. 1, who is hereafter referred to as "ADMINISTRATOR," and the Board of Education of the Auburn Career Center, pursuant to action duly adopted by the Board of Education on the date set forth in Block No. 2.

WHEREAS, acting upon the recommendation of the Superintendent to employ an administrator pursuant to Section 3319.02, Ohio Revised Code, the Board of Education has authorized this contract; and,

WHEREAS, the ADMINISTRATOR has been notified, as required by Section 3309.53, Ohio Revised Code, of his/her duties and obligations under Chapter 3309, Ohio Revised Code, being laws pertaining to the School Teachers Retirement Systems ("STRS"), and the ADMINISTRATOR accepts the provisions of the laws pertaining to STRS as a part of this contract and as a condition of this employment. The Board shall pay the ADMINISTRATOR'S share of STRS contributions as required by law. In addition, the Board shall "pick up" (pay directly) the ADMINISTRATOR'S share of total retirement contribution to STRS on behalf of the ADMINISTRATOR. During the term of this Contract, this pick-up shall be a condition of the ADMINISTRATOR'S employment in the District and shall not be at his option.

NOW, THEREFORE, IT IS MUTUALLY AGREED that for the effective dates of employment set forth in Block No. 3, the ADMINISTRATOR is employed by the Board, to serve in the position set forth in Block No. 4.

IN CONSIDERATION of the salary provided herein, the ADMINISTRATOR agrees to abide by rules and regulations adopted by the Board of Education for the government of its employees and to perform such duties as the Superintendent of Schools may direct and assign pursuant to Section 3319.01, Ohio Revised Code. The ADMINISTRATOR shall perform the duties of his/her position as set forth in the job description adopted by the Board of Education, which may be amended from time to time during the term of this Agreement. The ADMINISTRATOR shall work the number of work days set forth in Block No. 5a.

IN CONSIDERATION of such services, the Board of Education shall pay the ADMINISTRATOR the salary, per school year, set forth in Block No. 6 which shall be for the work days set forth in Block No. 5a and the vacation days set forth in Block No. 5b. The salary may be increased by mutual agreement during the term of this Contract by an amendment hereto but may not be decreased unless the decrease is part of a uniform plan affecting the entire Career Center. Upon separation from employment, if entitled to vacation, all accrued and unused vacation leave credited to the Administrator at the time of separation, not to exceed the amount accrued within three (3) years before the date of separation, shall be paid at the then current rate of pay as calculated on a per diem basis. The ADMINISTRATOR shall also be entitled to those fringe benefits provided by the Board for this position, which benefits may from time to time be changed during the term of this contract as determined by the Board.

The ADMINISTRATOR'S per diem amount shall be determined by dividing the salary rate in Block No. 6 by the number of days in Block No. 5 which the salary is based for the Contract year in question.

THE ADMINISTRATOR shall be entitled to use of sick leave in accordance with Ohio law. Sick leave shall accumulate at the rate of 1.25 days per month and total accumulation shall be established by Board policy. The ADMINISTRATOR shall be entitled to three (3) personal days per Contract year.

THE ADMINISTRATOR shall be evaluated in accordance with such procedure as the Board of Education adopts and the results of the evaluation shall be considered by the Board of Education in determining whether to renew this Contract. The Board may, in its discretion, also consider any such evaluation in determining what, if any, changes should be made in the Administrator's compensation. The Administrator's evaluation will include consideration of whether s/he has accomplished the goals and/objectives set for him/her by the Board of Education or its designee. The establishment of an evaluation procedure shall not create an expectancy of continued employment, except as provided by law, and nothing in this Contract shall prevent the Board from making the final determination regarding the renewal or non-renewal of this Contract.

UNLESS EARLIER TERMINATED OR SUSPENDED in accordance with law, this contract shall remain in force for the term set forth in Block No. 3, but it is hereby mutually agreed by the parties that at any time during the life of this contract the ADMINISTRATOR, at the discretion of the Superintendent, may be transferred without reduction in compensation from the position set forth in Block No. 4 to a position of lesser responsibility, unless compensation is reduced by mutual agreement or otherwise in accordance with law.

NON-RENEWAL of this Contract by the Board of Education shall be governed by O.R.C. §3319.02. This Contract may be terminated during its term by the mutual agreement of the ADMINISTRATOR and the Board; by resignation, retirement, disability or death of the ADMINISTRATOR; or in accordance with the laws of Ohio.

THIS AGREEMENT IS SUBJECT to the continued certification/licensure of the ADMINISTRATOR as required by law.

THIS AGREEMENT IS CONTINGENT upon the continuation, at current levels, of any state, federal and/or grant funding which directly supports the position to which the ADMINISTRATOR has been assigned.

BOARD OF EDUCATION OF THE
AUBURN CAREER CENTER

Administrator Date

By _____
Board President Date

By _____
Treasurer Date

SIGN AND RETURN COPY WITHIN FIVE (5) DAYS TO THE TREASURER'S OFFICE

May 3, 2019

Dr. Brian Bontempo
Superintendent
Auburn Vocational School District
8221 Auburn Road
Concord Township, OH 44077

Re: Resignation and Acceptance of Administrative Contract

Dear Superintendent Bontempo:

I hereby submit my irrevocable resignation from any and all employment with the Auburn Vocational School District Board of Education ("Board") including, but not limited to, my employment contract in the R.C. 3319.02 position **Director of Innovative Programming** effective July 31, 2019, **conditioned solely upon the Board offering me a 220 day per year employment contract in the R.C. 3319.02 position of Director of High School** for a two 2-year period commencing August 1, 2019, and ending July 31, 2021 at an annual salary of Eighty One Thousand Two Hundred Dollars (\$81,200.00), during its May 7, 2019 regular board meeting, **which I hereby accept and agree to execute a written employment agreement no later than May 8, 2019.**

Should the Board not offer me a 220 day per year employment contract in the R.C. 3319.02 position **Director of High School** for a two 2-year period commencing August 1, 2019, and ending July 31, 2021, at an annual salary of Eighty One Thousand Two Hundred Dollars (\$81,200.00), during its May 7, 2019 regular board meeting; the instant resignation shall be withdrawn.

Should I either (1) refuse to accept 220 day per year employment contract in the R.C. 3319.02 position of **Director of High School** for a 220-year period commencing August 1, 2019, and ending July 31, 2021, at an annual salary of Eighty One Thousand Two Hundred Dollars (\$81,200.00) or (2) not execute a written employment agreement by May 8, 2019; I hereby submit my irrevocable resignation from any and all employment with the Board including, but not limited to, my employment contract in the R.C. 3319.02 position of **Director of Innovative Programming** effective July 31, 2019.

Sincerely,



Christopher Mitchell

cc: Sherry Williamson, Treasurer
Personnel File

Auburn Career Center



1. Administrator's Name:

Christopher Mitchell

2. Date of Board Action:

May 7, 2019

3. Effective Dates of Employment Under this Contract:

**SY 2019-2020
SY 2020-2021**

4. Administrative Position:

Director of High School

5. Number of Paid Days Per Year upon which the Salary is Based (Includes paid holidays):

220

a. Number of Scheduled Work days Per Year:

210

b. Number of Vacation Days:

None

6. Salary Rate Per School Year:

\$81,200.00

Paid holidays include: Labor Day, Thanksgiving (2), Christmas (2), New Year's (2), President's Day, MLK, Memorial Day

ADMINISTRATOR'S CONTRACT

THIS IS AN AGREEMENT by and between the person whose name appears in Block No. 1, who is hereafter referred to as "ADMINISTRATOR," and the Board of Education of the Auburn Career Center, pursuant to action duly adopted by the Board of Education on the date set forth in Block No. 2.

WHEREAS, acting upon the recommendation of the Superintendent to employ an administrator pursuant to Section 3319.02, Ohio Revised Code, the Board of Education has authorized this contract; and,

WHEREAS, the ADMINISTRATOR has been notified, as required by Section 3309.53, Ohio Revised Code, of his/her duties and obligations under Chapter 3309, Ohio Revised Code, being laws pertaining to the School Teachers Retirement Systems ("STRS"), and the ADMINISTRATOR accepts the provisions of the laws pertaining to STRS as a part of this contract and as a condition of this employment. The Board shall pay the ADMINISTRATOR'S share of STRS contributions as required by law. In addition, the Board shall "pick up" (pay directly) the ADMINISTRATOR'S share of total retirement contribution to STRS on behalf of the ADMINISTRATOR. During the term of this Contract, this pick-up shall be a condition of the ADMINISTRATOR'S employment in the District and shall not be at his option.

NOW, THEREFORE, IT IS MUTUALLY AGREED that for the effective dates of employment set forth in Block No. 3, the ADMINISTRATOR is employed by the Board, to serve in the position set forth in Block No. 4.

IN CONSIDERATION of the salary provided herein, the ADMINISTRATOR agrees to abide by rules and regulations adopted by the Board of Education for the government of its employees and to perform such duties as the Superintendent of Schools may direct and assign pursuant to Section 3319.01, Ohio Revised Code. The ADMINISTRATOR shall perform the duties of his/her position as set forth in the job description adopted by the Board of Education, which may be amended from time to time during the term of this Agreement. The ADMINISTRATOR shall work the number of work days set forth in Block No. 5a.

IN CONSIDERATION of such services, the Board of Education shall pay the ADMINISTRATOR the salary, per school year, set forth in Block No. 6 which shall be for the work days set forth in Block No. 5a and the vacation days set forth in Block No. 5b. The salary may be increased by mutual agreement during the term of this Contract by an amendment hereto but may not be decreased unless the decrease is part of a uniform plan affecting the entire Career Center. Upon separation from employment, if entitled to vacation, all accrued and unused vacation leave credited to the Administrator at the time of separation, not to exceed the amount accrued within three (3) years before the date of separation, shall be paid at the then current rate of pay as calculated on a per diem basis. The ADMINISTRATOR shall also be entitled to those fringe benefits provided by the Board for this position, which benefits may from time to time be changed during the term of this contract as determined by the Board.

The ADMINISTRATOR'S per diem amount shall be determined by dividing the salary rate in Block No. 6 by the number of days in Block No. 5 which the salary is based for the Contract year in question.

THE ADMINISTRATOR shall be entitled to use of sick leave in accordance with Ohio law. Sick leave shall accumulate at the rate of 1.25 days per month and total accumulation shall be established by Board policy. The ADMINISTRATOR shall be entitled to three (3) personal days per Contract year.

THE ADMINISTRATOR shall be evaluated in accordance with such procedure as the Board of Education adopts and the results of the evaluation shall be considered by the Board of Education in determining whether to renew this Contract. The Board may, in its discretion, also consider any such evaluation in determining what, if any, changes should be made in the Administrator's compensation. The Administrator's evaluation will include consideration of whether s/he has accomplished the goals and/objectives set for him/her by the Board of Education or its designee. The establishment of an evaluation procedure shall not create an expectancy of continued employment, except as provided by law, and nothing in this Contract shall prevent the Board from making the final determination regarding the renewal or non-renewal of this Contract.

UNLESS EARLIER TERMINATED OR SUSPENDED in accordance with law, this contract shall remain in force for the term set forth in Block No. 3, but it is hereby mutually agreed by the parties that at any time during the life of this contract the ADMINISTRATOR, at the discretion of the Superintendent, may be transferred without reduction in compensation from the position set forth in Block No. 4 to a position of lesser responsibility, unless compensation is reduced by mutual agreement or otherwise in accordance with law.

NON-RENEWAL of this Contract by the Board of Education shall be governed by O.R.C. §3319.02. This Contract may be terminated during its term by the mutual agreement of the ADMINISTRATOR and the Board; by resignation, retirement, disability or death of the ADMINISTRATOR; or in accordance with the laws of Ohio.

THIS AGREEMENT IS SUBJECT to the continued certification/licensure of the ADMINISTRATOR as required by law.

THIS AGREEMENT IS CONTINGENT upon the continuation, at current levels, of any state, federal and/or grant funding which directly supports the position to which the ADMINISTRATOR has been assigned.

BOARD OF EDUCATION OF THE
AUBURN CAREER CENTER

Administrator Date

By _____
Board President Date

By _____
Treasurer Date

SIGN AND RETURN COPY WITHIN FIVE (5) DAYS TO THE TREASURER'S OFFICE

May 3, 2019

Dr. Brian Bontempo
Superintendent
Auburn Vocational School District
8221 Auburn Road
Concord Township, OH 44077

Re: Resignation and Acceptance of Administrative Contract

Dear Superintendent Bontempo:

I hereby submit my irrevocable resignation from any and all employment with the Auburn Vocational School District Board of Education ("Board") including, but not limited to, my employment contract in the R.C. 3319.02 position of **Business Partnership Coordinator** effective July 31, 2019, **conditioned solely upon the Board offering me a 220 day per year employment contract in the R.C. 3319.02 position of Director of Adult Workforce Education & Business Partnerships** for a two 2-year period commencing August 1, 2019, and ending July 31, 2021 at an annual salary of Eighty Three Thousand Eight Hundred Eighty Three Dollars and 76/100 cents (\$83,883.76), during its May 7, 2019 regular board meeting, **which I hereby accept and agree to execute a written employment agreement no later than May 8, 2019.**

Should the Board not offer me a 220 day per year employment contract in the R.C. 3319.02 position **Director of Adult Workforce Education & Business Partnerships** for a two 2-year period commencing August 1, 2019, and ending July 31, 2021, at an annual salary of Eighty Three Thousand Eight Hundred Eighty Three Dollars and 76/100 cents (\$83,883.76), during its May 7, 2019 regular board meeting; the instant resignation shall be withdrawn.

Should I either (1) refuse to accept 220 day per year employment contract in the R.C. 3319.02 position of **Director of Adult Workforce Education & Business Partnerships** for a 220-year period commencing August 1, 2019, and ending July 31, 2021, at an annual salary of Eighty Three Thousand Eight Hundred Eighty Three Dollars and 76/100 cents (\$83,883.76) or (2) not execute a written employment agreement by May 8, 2019; I hereby submit my irrevocable resignation from any and all employment with the Board including, but not limited to, my employment contract in the R.C. 3319.02 position of **Business Partnership Coordinator** effective July 31, 2019.

Sincerely,


Michelle Rodewald

cc: Sherry Williamson, Treasurer
Personnel File

Auburn Career Center



1. Administrator's Name:

Michelle Rodewald

2. Date of Board Action:

May 7, 2019

3. Effective Dates of Employment Under this Contract:

**SY 2019-2020
SY 2020-2021**

4. Administrative Position:

**Director of Adult Workforce Education &
Business Partnerships**

5. Number of Paid Days Per Year upon which the Salary is Based (Includes paid holidays):

220

a. Number of Scheduled Work days Per Year:

210

b. Number of Vacation Days:

None

6. Salary Rate Per School Year:

\$83,883.76

Paid holidays include: Labor Day, Thanksgiving (2), Christmas (2), New Year's (2), President's Day, MLK, Memorial Day

ADMINISTRATOR'S CONTRACT

THIS IS AN AGREEMENT by and between the person whose name appears in Block No. 1, who is hereafter referred to as "ADMINISTRATOR," and the Board of Education of the Auburn Career Center, pursuant to action duly adopted by the Board of Education on the date set forth in Block No. 2.

WHEREAS, acting upon the recommendation of the Superintendent to employ an administrator pursuant to Section 3319.02, Ohio Revised Code, the Board of Education has authorized this contract; and,

WHEREAS, the ADMINISTRATOR has been notified, as required by Section 3309.53, Ohio Revised Code, of his/her duties and obligations under Chapter 3309, Ohio Revised Code, being laws pertaining to the School Teachers Retirement Systems ("STRS"), and the ADMINISTRATOR accepts the provisions of the laws pertaining to STRS as a part of this contract and as a condition of this employment. The Board shall pay the ADMINISTRATOR'S share of STRS contributions as required by law. In addition, the Board shall "pick up" (pay directly) the ADMINISTRATOR'S share of total retirement contribution to STRS on behalf of the ADMINISTRATOR. During the term of this Contract, this pick-up shall be a condition of the ADMINISTRATOR'S employment in the District and shall not be at his option.

NOW, THEREFORE, IT IS MUTUALLY AGREED that for the effective dates of employment set forth in Block No. 3, the ADMINISTRATOR is employed by the Board, to serve in the position set forth in Block No. 4.

IN CONSIDERATION of the salary provided herein, the ADMINISTRATOR agrees to abide by rules and regulations adopted by the Board of Education for the government of its employees and to perform such duties as the Superintendent of Schools may direct and assign pursuant to Section 3319.01, Ohio Revised Code. The ADMINISTRATOR shall perform the duties of his/her position as set forth in the job description adopted by the Board of Education, which may be amended from time to time during the term of this Agreement. The ADMINISTRATOR shall work the number of work days set forth in Block No. 5a.

IN CONSIDERATION of such services, the Board of Education shall pay the ADMINISTRATOR the salary, per school year, set forth in Block No. 6 which shall be for the work days set forth in Block No. 5a and the vacation days set forth in Block No. 5b. The salary may be increased by mutual agreement during the term of this Contract by an amendment hereto but may not be decreased unless the decrease is part of a uniform plan affecting the entire Career Center. Upon separation from employment, if entitled to vacation, all accrued and unused vacation leave credited to the Administrator at the time of separation, not to exceed the amount accrued within three (3) years before the date of separation, shall be paid at the then current rate of pay as calculated on a per diem basis. The ADMINISTRATOR shall also be entitled to those fringe benefits provided by the Board for this position, which benefits may from time to time be changed during the term of this contract as determined by the Board.

The ADMINISTRATOR'S per diem amount shall be determined by dividing the salary rate in Block No. 6 by the number of days in Block No. 5 which the salary is based for the Contract year in question.

THE ADMINISTRATOR shall be entitled to use of sick leave in accordance with Ohio law. Sick leave shall accumulate at the rate of 1.25 days per month and total accumulation shall be established by Board policy. The ADMINISTRATOR shall be entitled to three (3) personal days per Contract year.

THE ADMINISTRATOR shall be evaluated in accordance with such procedure as the Board of Education adopts and the results of the evaluation shall be considered by the Board of Education in determining whether to renew this Contract. The Board may, in its discretion, also consider any such evaluation in determining what, if any, changes should be made in the Administrator's compensation. The Administrator's evaluation will include consideration of whether s/he has accomplished the goals and/objectives set for him/her by the Board of Education or its designee. The establishment of an evaluation procedure shall not create an expectancy of continued employment, except as provided by law, and nothing in this Contract shall prevent the Board from making the final determination regarding the renewal or non-renewal of this Contract.

UNLESS EARLIER TERMINATED OR SUSPENDED in accordance with law, this contract shall remain in force for the term set forth in Block No. 3, but it is hereby mutually agreed by the parties that at any time during the life of this contract the ADMINISTRATOR, at the discretion of the Superintendent, may be transferred without reduction in compensation from the position set forth in Block No. 4 to a position of lesser responsibility, unless compensation is reduced by mutual agreement or otherwise in accordance with law.

NON-RENEWAL of this Contract by the Board of Education shall be governed by O.R.C. §3319.02. This Contract may be terminated during its term by the mutual agreement of the ADMINISTRATOR and the Board; by resignation, retirement, disability or death of the ADMINISTRATOR; or in accordance with the laws of Ohio.

THIS AGREEMENT IS SUBJECT to the continued certification/licensure of the ADMINISTRATOR as required by law.

THIS AGREEMENT IS CONTINGENT upon the continuation, at current levels, of any state, federal and/or grant funding which directly supports the position to which the ADMINISTRATOR has been assigned.

BOARD OF EDUCATION OF THE
AUBURN CAREER CENTER

Administrator Date

By _____
Board President Date

By _____
Treasurer Date

SIGN AND RETURN COPY WITHIN FIVE (5) DAYS TO THE TREASURER'S OFFICE

**Auburn
Career Center**



Attachment Item #18A

Consent Agenda:

Contracts/Affiliation Agreements

Lake County Community College

District Agreements

**LAKE COUNTY COMMUNITY COLLEGE DISTRICT
LAKELAND COMMUNITY COLLEGE
TERMS AND CONDITIONS OF USE AGREEMENT
AUBURN CAREER CENTER COMMENCEMENT
WEDNESDAY, MAY 22, 2019**

1. SCOPE OF AGREEMENT

This Agreement shall not be binding until signed by College and Client. The Event Proposal completed by Client and attached is incorporated into and made a part of this Agreement. Any modifications to this Agreement must be made in writing and signed by College and Client.

Client agrees that failure by Client to adhere to the terms and conditions of this contract shall be sufficient cause for the College's denial of further use of College facilities by Client.

2. PAYMENT

The College, at its own discretion, may require a deposit from Client. Payment methods include checks made payable to Lakeland Community College, MasterCard, Visa, or Discover. One payment may be made for both room rental and catering charges. A final invoice will be issued after the event. Full payment is due no later than 30 days after the date of the invoice.

Client agrees it is responsible to pay all state and local sales tax on expenses associated with Client's event, unless a valid sales tax exemption form is provided to College.

3. COMPLIANCE WITH THE LAW AND COLLEGE POLICIES

Client agrees to adhere to all applicable College policies, regulations, and guidelines, as well as all applicable local, state, and federal laws, ordinances, and regulations.

In accordance with the laws of the Ohio Department of Health regarding smoking in public places, the College prohibits smoking inside all College facilities and within 20 feet from facility entrances.

Facility capacities are limited by State of Ohio Fire Code and cannot be exceeded under any circumstances.

Alcoholic beverages are permitted on Campus by contacting the Campus Dining office. Client agrees to pay for onsite police presence and other additional charges associated with serving alcoholic beverages, including but not limited to additional liability insurance coverage. We reserve the right to control service on campus according to State regulations.

Children under the age of 16 years of age may not be left unattended on College property.

4. FACILITY USE

No person or organization shall be excluded from rental or use of college facilities based on age, gender, race, sex, color, religion, disability, national origin or veteran status. The College reserves the right to deny usage of any College facility which interferes with the normal operations of the College, or which, in the opinion of the administration, is not in keeping with the College mission.

Client shall only have the use of the facilities and/or services as designated in the Event Proposal and only for the purposes as stated in said Agreement. Client agrees that any use of the facilities which has not been specifically contracted for will result in additional charges as determined by the College. Rental rates include the use of the assigned room(s) with state-of-the-art technology and Wireless Internet. There is a charge for onsite technology assistance. Rates may be subject to change without notice.

Parking is provided to the extent that spaces are available and is provided to the Client at no additional charge for guests.

5. CAMPUS POLICE AND PUBLIC SAFETY

The Campus Police and Public Safety Department is on duty at all times. However, if Client requests additional or specific security or police arrangements, the Client agrees that the College shall be the sole provider of police and/or security arrangements for Client's event, including, but not limited to, type and use of personnel. Client agrees to pay College for the cost of these services whether or not they have been specifically requested in writing prior to the event.

College may, in its sole discretion, determine that the Client's use of the facility requires additional or specific security arrangements; if the College makes this determination it will notify the Client in a reasonable time of this determination. The

Client agrees that the College shall be the sole provider of these additional or specific security arrangements, unless such arrangements are outside the expertise of the College. Client agrees to pay the College for the cost of any such services whether provided by or contracted by the College.

6. TERMINATION BY CLIENT

Client may only terminate this Agreement by providing written notice to the College. College will provide a full deposit refund only when it receives notice of cancellations at least 60 days prior to a schedule event. Deposits will not be refunded for any cancellations received less than 60 days prior to a scheduled event; however, Client may apply the deposit to a future reservation which is made within 30 days from the original event date.

7. TERMINATION BY COLLEGE

College may terminate this Agreement by providing written notice to the Client. In the event that College cancels this Agreement it will provide a full refund of Client's deposit.

8. FORCE MAJEURE

Neither party will be liable for failure to perform its obligations under this Agreement if such failure results from circumstances which could not have been contemplated and which are beyond the Parties' reasonable control. In the event that the facilities to be used are unavailable due to the preceding situation, College has the right to terminate this Agreement and will refund all deposits. If possession of premises by Client has started, fees and expenses shall be prorated, and except for such proration, Client has no right or claim against College for any damage caused by such loss of use and/or termination, and Client hereby expressly waives any and all claim for damages so caused.

9. RESERVATION TIMES

Client agrees that the event set up may not begin prior to the reservation time unless otherwise stated on the Event Proposal. Client agrees that the event must end and Client's guests must vacate the premise promptly by the time stated on the Event Proposal.

10. SEVERE WEATHER OR BUILDING CLOSURE

In the event of inclement weather, events are cancelled when Lakeland Community College's campus is ordered to close or if a building emergency (i.e. utility failure) were to occur. Every effort of notification of closure will be made to the Client as soon as possible.

11. VENDOR SERVICES

The College has preferred rights with Lakeland's Event Services and Campus Dining to provide food and beverage service to Client. Events which use Lakeland's Event Services and Campus Dining to provide food and beverages may receive a separate invoice for room rental and/or food service charges provided through this service.

Music and entertainment vendors are required to contact the Event Services to discuss arrangements.

Client is fully responsible for the actions and compliance of any vendor and personnel to adhere to the terms and conditions as presented in the Terms and Conditions.

12. LICENSES AND PERMITS

Client is responsible for the procurement and delivery of any required licenses and permits applicable to the event. All usage of facilities and utilities shall be in agreement with all applicable codes, laws, and regulations whether local, state, and federal.

13. MATERIALS AND EQUIPMENT

Deliveries and pick-ups of materials and equipment must be made on the same day as the event unless prior arrangements have been agreed to in writing. The College is not responsible for deliveries or property left behind or unattended in the facility.

14. LOSS AND DAMAGE

Client is responsible for the care of College facilities, equipment and furnishings used in connection with Client's event. Client agrees to pay College for all damages, costs and expenses Client or Client's guests, invitees, employees, or contractors, cause to the facilities and/or furnishings or for equipment that is lost, stolen, or damaged. College is not responsible to provide Client with any equipment or services not specifically stated in the Event Proposal or R-25 schedule program. The College reserves the right to approve the use of equipment brought by or supplied to Client from any source other than College. College assumes no responsibility for equipment brought by or supplied to Client from any source other than the College. College is not responsible for any damage to or loss of any equipment or article placed or left at Lakeland Community College prior to, during, or following Client's event.

15. SIGNAGE AND DECORATIONS

Only freestanding decorations are allowed during Client's event at College. Client agrees that it will not affix anything to facility walls, doors, or ceiling with nails, staples, tape, or other adhesives. Banners or signs may not be displayed inside or outside the College without prior written approval. Client is responsible for removing all signage and decorations immediately following the event. Client also agrees that the use of any combustible materials at College is strictly prohibited. All materials brought to the event are subject to inspection by the College Administration, the Campus Police and Public Safety Department or his/her designee.

16. NO PARTNERSHIPS, SPONSORSHIPS, THIRD PARTY BENEFICIARIES

Unless agreed to in writing by the College, nothing in this contract shall imply any sponsorship, agency, partnership, joint venture, employment relationship, or other association between Client and College. This Agreement is not a third party beneficiary contract and confers no rights on any third party, including but not limited to Client's contractors, vendors, employees, agents, guests, or invitees.

17. ADVERTISING AND PUBLICITY/ PROMOTIONAL MATERIALS

The Facility Use Agreement must be signed and, if required, the deposit received before any promotional advertising which references the College may occur. Thereafter, Client may use only the name of Lakeland Community College to reference the event location unless written approval has been requested and granted from the College's Department of Marketing and Communications at 440.525.7323. Client must state that the content of materials or sessions is not affiliated with or sponsored by the College.

All arrangements for press and broadcast media coverage of an event must be coordinated with and approved by the College's Department of Marketing and Communications.

Any invitation, program and/or handouts that references more than the location of the event at Lakeland Community College must be submitted to the College's Department of Marketing and Communications at 440.525.7323 for approval prior to printing, distribution, posting and/or other means of publication.

Client must refrain from using the Lakeland name to misrepresent that the content of any program is affiliated with or endorsed by Lakeland Community College. The integrity of the Lakeland brand is the responsibility of Lakeland Community College. As such the College will make the final determination on questionable usage of the Lakeland brand in conjunction with events held on college property.

Lakeland Community College reserves the right to terminate the contract without refunds if Client is non-compliant to this requirement.

18. CERTIFICATE OF INSURANCE

Client agrees that it will, at its sole cost and expense, carry general liability and property damage insurance in an amount not less than \$1,000,000.00 per occurrence against any personal injury, death, or property damage occurring or arising out of Client's use of the College and shall name "Lake County Community College District" as an ADDITIONAL INSURED. Client agrees that it shall provide a Certificate of Insurance to the College confirming that this insurance is in force and within the above required Limits of Liability.

19. ASSIGNMENT OF CONTRACT

Client may not assign its rights or delegate its duties under this Agreement without the express written approval of College. Any attempted assignment or delegation in violation of this section will be null and void.

20. INDEMNIFICATION

Client agrees to indemnify and hold harmless and immune the College, the State of Ohio, College employees, trustees, directors, contractors, subcontractors, and agents from any and all claims for injury or damages arising from this Agreement which are attributable to Client's actions or the actions of Client's officers, employees, trustees, guests, invitees, employees, suppliers, third party agents, joint ventures, subcontractors, or contractors. Client shall bear all costs associated with defending College and the State of Ohio against any such claims. In no event shall either party to this Agreement be liable to the other party for indirect, consequential, incidental, special, or punitive damages.

21. JURISDICTION, VENUE AND GOVERNING LAW

The Parties agree to jurisdiction in Ohio in connection with any dispute arising out of this Agreement and Venue for such dispute to be in the State Courts sitting in Lake County.

22. WAIVER

No waiver by either Party of any breach or default by the other Party shall constitute a continuing waiver by such Party of any subsequent breach or default of this Agreement.

23. NOTICE

All notices required under this Agreement shall be in writing and shall be deemed to have been properly given when: sent by fax or e-mail, or U.S. Certified mail, return receipt requested, postage prepaid. Notice is deemed given upon receipt.

24. CONFLICT

Any conflict between the terms and provisions of the body of this Agreement, Terms and Conditions of Use Agreement, and any exhibits hereto, shall be controlled by the terms and provisions of this Agreement.

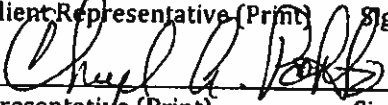
25. HEADINGS

The headings in this Agreement are inserted for convenience only and shall not be used in any questions of interpretation or construction of this Agreement.

26. COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in multiple counterparts, all of which shall be originals and which taken together shall constitute a single agreement between the Parties. For the purposes of this Agreement, facsimile signatures shall be equivalent to original signatures.

Intending to be legally bound by this Agreement, the parties sign below.

Client Name (Print)	Authorized Client Representative (Print)	Signature	Date
Cheryl A. Pohto	Cheryl A. Pohto		3-5-19
Lake County Community School District Representative (Print)		Signature	Date

**ADDENDUM
TO LAKELAND COMMUNITY COLLEGE
TERMS AND CONDITIONS OF USE AGREEMENT
BETWEEN**

**Lakeland Community College
AND
Auburn Career Center for Commencement – May 22, 2019**

THIS ADDENDUM (this "Addendum") is entered into and effective upon the Agreement for the Auburn Career Center Commencement, as described in the attached contract (the "Contract") between Lakeland Community College (the "College"), and the Auburn Career Center, (the "Client"), collectively the contract parties, (the "Parties").

WHEREAS, College and Client have entered into the Agreement; and

WHEREAS, College and Client wish to amend and supplement certain terms of the Agreement; and

NOW, THEREFORE, the Parties hereby agree as follows:

20 **Indemnification:** This section is amended and restated as follows: **Liability and Damages:** Each party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed by their duly authorized officers, as of the date of the execution of the Agreement.

Representative of

AUBURN CAREER CENTER

LAKELAND COMMUNITY COLLEGE

By:

Signature

By:

Signature

Name: _____

Printed

Name

Printed

Title: _____

Title:

Date: _____

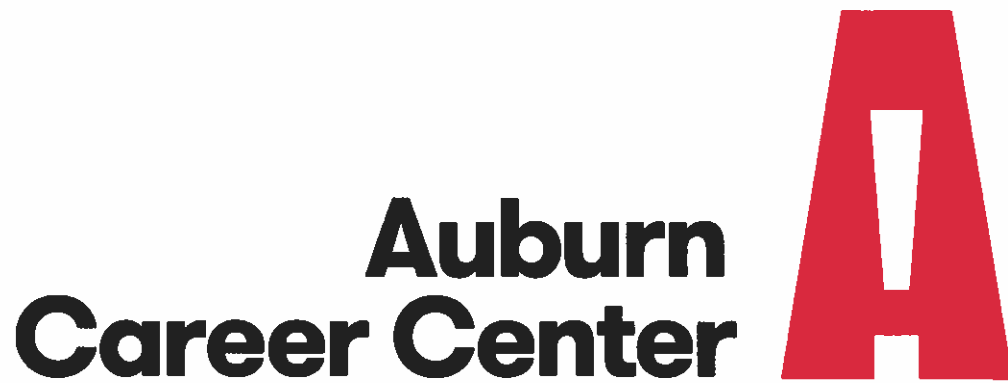
Date:

Cheryl A. Ponto

Cheryl A. Ponto

Referral Service Mgr

April 3, 2019



Attachment Item #18B

Consent Agenda: Contracts/Affiliation Agreements

HiSet Agreement

**HISET® AGREEMENT BETWEEN
AUBURN CAREER CENTER
AND
EDUCATIONAL TESTING SERVICE**

THIS HISET AGREEMENT (“Test Agreement”), effective as of April 4, 2019, is by and between Educational Testing Service (“ETS”) (as defined below) and Auburn Career Center (the “Test Center”), a State-approved test center selected by the State of Ohio, for the delivery of a high school equivalency examination in the state. ETS and the Test Center may be referred to herein individually as a “Party” and/or collectively as “Parties”.

WHEREAS, the State has approved Educational Testing Service, a non-stock, non-profit organization with principal offices in Princeton, New Jersey, as a preferred provider of the HiSET™ (High School Equivalency Test) in the State; and

WHEREAS, the State will select and approve test centers to administer the ETS-owned HiSET test; and

WHEREAS, this Agreement defines the terms and conditions for the use and administration of the HiSET test;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, the Parties hereby agree as follows:

1. Definitions.

- 1.1 “Agreement” shall mean together, the terms, conditions, written instructions, specifications, standards, terms and conditions set forth herein and any terms and conditions posted on ETS’s HiSET website, specifically in the HiSET® Program Manual, https://hiset.ets.org/s/pdf/program_manual.pdf
- 1.2 “Approved Fee” shall mean the state-approved fee charged to each Test Taker for the use of the facilities and for the administration of the Test.
- 1.3 “CBT” is an acronym for computer-based testing or the delivery of a HiSET test via the Internet.

- 1.4 **“Confidential Information”** shall mean any information or data that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to this Agreement. “Confidential Information,” however, does not include information that the receiving party can demonstrate by documents that (i) is or becomes publicly known or available without breach of this Agreement, (ii) is received by a receiving party from a third party without breach of any obligation of confidentiality by such other third party, (iii) was previously known by the receiving party as demonstrated by its written records, or (iv) is independently developed by the receiving party without access to or use of such Confidential Information as demonstrated by contemporaneously prepared documentation.
- 1.5 **“ETS”** is a trade name for Educational Testing Service, a non-profit, non-stock research and testing organization that is the contractor for the State’s high school equivalency testing program.
- 1.6 **“ETS-owned Technologies”** shall mean ETS’s pre-existing hardware and software systems used to deliver Test Materials to the Test Center and/or record Test Taker’s responses, including but not limited to the ETS portal for registering Test Takers and for delivering final score reports.
- 1.7 **“ETS Proprietary Materials”** shall mean all HiSET test materials, including but not limited to, test booklets, test items, reports, data, answer sheets, instructional manuals and directions, ETS pre-existing proprietary software, and all derivative works of such ETS Proprietary Materials adapted for use in the high school equivalency program in the State, provided by ETS to the Test Center for the delivery and/or administration of the HiSET test in the state.
- 1.8 **“HiSET®”** is the brand name for the ETS High School Equivalency Testing program owned by ETS.
- 1.9 **“Intellectual Property Rights”** shall mean (i) copyrights and copyright applications or registrations, including any renewals, in either the United States or any other country; (ii) trademarks, service marks, trade names, and applications or registrations for any of the foregoing in the United States or any other country; (iii) trade secrets or any data or information which provides value or a competitive advantage to its holder by not being publicly known; and (iv) patents, patent applications, continuations, divisionals, reexaminations, reissues, continuations-in-part, and foreign equivalents of the foregoing, in the United States or any other country.

- 1.10 **“PBT”** is an acronym for paper-based testing or the delivery of a HiSET test via paper format.
- 1.11 **“Returnable Test Materials”** shall mean the paper version of all used and unused test booklets and answer sheets for the HiSET test.
- 1.12 **“Sales Tax”** shall mean State and local sales, use or similar tax.
- 1.13 **“Settlement Amounts”** shall mean the sum of all fees collected by ETS that are settled over to Test Centers.
- 1.14 **“Term”** shall have the meaning specified in Section 8.1 hereof.
- 1.15 **“Test(s)”** shall mean the ETS-owned and copyrighted HiSET test, developed and provided by ETS in paper and/or electronic format for use in the high school equivalency testing program in the state.
- 1.16 **“Test Administrator”** shall mean any staff member responsible for administering the Test at the Test Center.
- 1.17 **“Test Materials”** shall mean all HiSET test materials, including test booklets, test items, reports, data, answer sheets, and related materials including administration instruction manuals and directions provided to the Test Center by ETS in print, electronic, or other format.
- 1.18 **“Test Taker(s)”** shall mean the individual(s) sitting for a HiSET test at the Test Center. Other titles for the Test Taker may be examinee or candidate.
- 1.19 **“Test Taker Data”** shall mean any and all information obtained/accessed by, or disclosed to the Test Center about the Test Taker, including (i) information regarding a Test Taker’s name, addresses, or other personally identifiable information (*e.g.*, passport or social security numbers); (ii) any list or grouping of Test Takers, regardless of whether such list also includes publicly available information; and (iii) test scores.

2. Grant of Rights; Restrictions on Use.

ETS hereby grants to Test Center a nonexclusive, nontransferable, limited right to use the Test Materials made available to it by ETS in PBT and/or CBT formats, solely for the administration and delivery of the Test to Test Takers in the state. Test Center is granted the right to provide access to the Test Materials to Test Administrators for the sole purpose of administering the Test. Except as otherwise expressly set forth in this Section 2, Test Center shall not copy, reproduce, share, distribute, disclose, or create derivative works from any of the Test Materials provided to the Test Center under this Agreement, or otherwise provide access to, or use of such Test

Materials to any third party for any purpose. Test Center acknowledges that except for the right to use the Test Materials in accordance with the terms of this Agreement, no proprietary rights in or to the Test Materials is granted to the Test Center under this Agreement. Test Center acknowledges that access to the Test Materials is granted for a limited time period, which shall end immediately after the Test Taker's scheduled testing period, at which time all used answer sheets must be immediately shipped to ETS in New Jersey using the pre-printed shipping materials and pre-paid return labels. Test Center has one full year to utilize the test booklets/forms for that year. Test Center must return all used and unused test booklets to ETS at the conclusion of the testing year. All Test Materials provided under this Agreement are owned and copyrighted by ETS. Test Center will adhere to all security guidelines provided in Section 9, and all obligations regarding the receipt, monitoring and return of Test Materials as specified in Section 4 and in the *HiSET® Program Manual* https://hiset.ets.org/s/pdf/program_manual.pdf.

3. Test Center Obligations.

- 3.1 Test Center warrants and represents that it has been approved by the State to administer and deliver the Test and will:
- a. Meet or exceed the State's minimum qualifications for a state-approved test center;
 - b. Meet ETS's qualifications for offering computer-based testing (if the site is offering computer-based testing);
 - c. Have access to the ETS HiSET web-based portal to view scheduled Test Takers;
 - d. Store and administer the ETS-owned and proprietary paper-based Test in a secure testing environment;
 - e. Administer paper and/or computer-based testing, as appropriate, and notify the State regarding the testing format;
 - f. Provide special testing accommodations as instructed by ETS;
 - g. Follow the ETS guidelines for uniform test administrations;
 - h. Maintain the State's test admission policies by reviewing and validating Test Takers' documentation in accordance with the State's required admission guidelines;
 - i. Using the pre-printed, pre-paid mailing labels provided by ETS, return completed answer sheets to ETS within 24 hours of a Test Taker completing a Test;

- j. Immediately report to ETS any incidents which may result in a compromise of Test Materials;
- k. Return all Returnable Test Materials to ETS;
- l. Ensure appropriate test center staff attend training provided by ETS and complete the HiSET e-learning administrator training as required by state policy;
- m. Test booklets can be used unlimited times, as long as they do not contain any answers and/or stray marks. It is the obligation of the Test Center to review test booklets before and after administration of the Test to determine their usability; and
- n. Permit third party, independent audits of Test Center.

4. ETS Obligations.

- 4.1 Under the terms of this Agreement, ETS will:
- a. Schedule and provide training for Test Administrators;
 - b. Provide access to the ETS HiSET web-based portal with Test Takers' scheduling information by Test Center and date;
 - c. Ship secure paper-based Test Materials to the Test Center;
 - d. Provide computer-based testing as appropriate;
 - e. Provide pre-printed, pre-paid return mailing labels for the secure return of used paper answer sheets and other Returnable Test Materials; and
 - f. Arrange intermittent Test Center audits.

5. Limitation of Liability.

ETS WILL NOT BE LIABLE TO THE TEST CENTER OR TO ANY TEST TAKER FOR ANY DAMAGES ARISING OUT OF THE TEST CENTER'S ACCESS TO OR INABILITY TO ACCESS OR USE THE TEST MATERIALS LICENSED HEREIN, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, AND WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF PRIVACY, SECURITY OF DATA, FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR LACK OF PROFESSIONAL EFFORT), OR FOR ANY OTHER INDIRECT DAMAGES WHATSOEVER, THAT ARISE OUT OF OR ARE RELATED TO THE ETS PROPRIETARY MATERIALS, THE ETS-OWNED TECHNOLOGIES, OR THE TEST ADMINISTRATIONS, EVEN IF ETS (OR AN AFFILIATE, SERVICE

PROVIDER, OR AGENT) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION. ETS IS NOT RESPONSIBLE FOR PHYSICAL INJURY OR PROPERTY DAMAGE SUFFERED BY OR CAUSED BY A TEST TAKER SITTING FOR THE TEST. ETS DOES NOT WARRANT THAT THE TEST OR ANY TEST MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE AT THE TEST CENTER.

6. Compensation and Payment.

ETS shall collect fees from each Test Taker in accordance with the fee schedule and conditions set forth in the Memorandum of Understanding between ETS and the State. The Test Center may charge a state-approved fee to each Test Taker for the use of the Test Center facilities and for the administration of the Test (the "Approved Fee"). If agreed to by ETS and the Test Center, ETS will collect the Approved Fee on behalf of the Test Center. The Approved Fee shall be inclusive of all costs or charges that the Test Center may incur or for which it may be liable. ETS will remit Approved Fees to the Test Center 30 days after the end of a reporting period (monthly or quarterly as the State may determine and require (such aggregate amounts referred to as ("Settlement Amounts")). Advertising and requesting payment of the Approved Fee shall be the responsibility of the Test Center.

Any and all amounts payable hereunder by the Test Center to ETS do not include any taxes (including without limitation sales, use, privilege, excise, withholding or similar taxes) or duties imposed by any tax authority except for taxes on the net income of ETS (together, "Transaction Taxes"). The Test Center shall bear all such Transaction Taxes (including without limitation, any penalties, interest or other additions to such Transaction Taxes). Where Client has the legal obligation to collect and/or pay any Transaction Taxes, it shall ensure that the amount it pays to ETS after deduction of such Transaction Taxes is the same as it would have paid to ETS had such Transaction Taxes not been due. Where ETS has the legal obligation to collect and/or pay such Transaction Taxes, the appropriate amount shall be added to ETS's invoice to the Test Center and shall be paid by the Test Center to ETS at the same time as and in addition to any other payment in respect of that invoice.

7. Test Taker Registration; Order; Delivery; Return of Materials.

- 7.1 Test takers shall register and schedule testing using the ETS HiSET portal. The Test Taker will select the State-approved Test Center at which he/she wishes to take the Test.
- 7.2 ETS shall provide the Test Center access to the HiSET registration and scheduling website so authorized personnel can see relevant information such as Test Takers' schedules at their selected Test Center(s), form assignments, approved accommodations, and transcripts.
- 7.3 Test Takers shall be admitted to the Test Center and shall be approved by Test Center staff for testing provided the candidate meets all of the State's eligibility requirements, including the candidate's provision of appropriate documentation and certification.
- 7.4 The Test Center may order Test Materials effective each November 1 (of the year prior to the year in which the Test will be used).
- 7.5 The Test Center shall return all Returnable Test Materials to ETS. Used paper answer sheets must be returned to ETS using the pre-printed, pre-paid return label provided by ETS within 24 hours of a candidate completing testing.
- 7.6 The Test Center shall comply with all ETS and state-mandated security and test administration instructions (or test instructions for a secure test administration).

8. Term and Termination.

- 8.1 Term. This Agreement shall be effective from April 4, 2019 and continue through and coincide with the term of ETS's HiSET agreement with the State of Ohio, including through the State's options for renewal terms (the "Term"). Should ETS and the State end their agreement at any time, this MOU shall automatically end.
- 8.2 Termination for Cause. This Agreement may be terminated by ETS: (i) in the event of a breach of any material provision of this Agreement by the Test Center that is not cured within thirty (30) days after written notice by ETS; (ii) immediately upon written notice to the Test Center if the Test Center fails to perform any of its obligations hereunder.
- 8.3 Security Violations; Intellectual Property Misappropriation. This Agreement may be immediately suspended or terminated by ETS upon written notice to the Test Center, if (i) ETS has reason to believe that the Test Center has breached its security obligations with

respect to the Test and the administration of the Test under this Agreement; (ii) ETS has reason to believe that the Test Center has misappropriated any Intellectual Property Rights of ETS; or (iii) any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable.

- 8.4 Effect of Termination. Upon termination of this Agreement, the Test Center shall immediately: (i) cease to display or use any ETS Proprietary Materials, or any signs, labels, logos, trademarks, copyrighted materials, or other indications identifying the Test Center in connection with ETS or the Test; (ii) cease all use of the Test Materials; and (iii) return to ETS all Test Materials and all other materials related to the administration of the Test, including without limitation, advertising, promotional and instructional materials, and all ETS Confidential Information. Termination of this Agreement shall not constitute a waiver of any rights that either Party may have for any breach by the other Party prior to the termination date. All obligations to perform under this Agreement shall continue in effect and be duly observed and complied with by both Parties until the effective date of termination of the Agreement.

9. Test Security and Verification.

The Test Center agrees that it will return all used and unused test booklets and other designated Test Materials marked as “SECURE” to ETS at the conclusion of each testing year. Used paper-based answer sheets will be returned to ETS within 24 hours of a Test Taker’s completion of the Test. The Test Center agrees to abide by all ETS security measures that are part of the HiSET Program, including control of electronic devices such as cameras and smart phones. All Test Materials must be handled in strict accordance with the instructions in the HiSET® Program Manual and the statements in the *HiSET Agreement*. The Test Center warrants that every person at the Test Center who has access to the Test Materials shall maintain the security and confidentiality of the Test Materials. The Test Center further acknowledges and agrees that it will not copy or reproduce Test Materials.

10. Compliance with Laws.

The Test Center agrees that, throughout the Term of this Agreement, it will abide by all applicable district, local, state, Federal, and/or community laws,

including without limitation laws applicable to Test Takers with disabilities, and will obtain and maintain in effect any and all necessary authorizations, licenses, and permits for the provision of services hereunder.

11. Confidentiality.

- 11.1 All financial, statistical, personal, technical, and other data developed or used by the Parties in carrying out the services under this Agreement will be protected from unauthorized use and disclosure. The Parties agree to protect each other's Confidential Information using the same degree of care, but no less than a reasonable degree of care, that it would when protecting its own Confidential Information of a like nature.
- 11.2 The Test Center agrees to protect the privacy of the confidential personally identifiable information contained in the Test Taker Data such as, but not limited to, names, addresses, telephone numbers, dates of birth, test scores, and any other information provided by the Test Takers in strictest confidence, in accordance with the requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), the Federal law that protects the privacy of student education records.

12. Ownership.

- 12.1 The Test Center understands and acknowledges that ETS retains ownership of all right, title and interest in and to the ETS Proprietary Materials and the ETS-owned Technologies, including all associated Intellectual Property Rights therein. Except for the right to use the Test Materials in accordance with the terms of this Agreement, no proprietary rights in or to the Test Materials are granted to the Test Center under this Agreement. The Test Center acknowledges that access to the Test Materials is granted for a limited time ending five (5) days after the close of the Test Center's designated test date, at which time all materials must be returned to 200 Ludlow Drive, Ewing Township, New Jersey 08638 All Test Materials provided under this Agreement are owned and copyrighted by ETS. The Test Center will adhere to all security guidelines provided in Section 9 herein.

12.2 The Test Center understands and acknowledges that the State retains ownership of all right, title and interest in and to the Test Taker Data.

12. No Modifications.

The Test Center acknowledges and agrees that it will not change or modify the ETS Proprietary Materials in any way.

13. ETS Trademarks.

The Test Center acknowledges and agrees that ETS, EDUCATIONAL TESTING SERVICE, and the ETS logo are trademarks and/or service marks of ETS. The Test Center agrees not to use, reproduce, copy or create materials for promotional purposes or to register and use any Internet Domain Name bearing the ETS name, trademarks or service marks, or the marks of ETS clients or service providers, whether such marks or names now exist or may exist during the Term of this Agreement, without the prior written approval and review of such materials by the Office of the General Counsel of ETS. Notwithstanding anything to the contrary in this Agreement, no trademark license is hereby granted to the Test Center.

14. Infringement.

The Test Center will exercise reasonable diligence to discover infringements of the ETS-owned Technologies and/or ETS Proprietary Materials, and any associated Intellectual Property Rights therein. The Test Center will promptly notify ETS of any infringement of ETS's intellectual property rights of which it becomes aware; and in the event ETS decides that a proceeding should be brought relative to such infringement, the Test Center will cooperate fully with ETS to prosecute such action. ETS will fully control prosecution of such infringements and will assume the related cost. If a third party asserts a claim against the Test Center that the use by Test Center of the ETS-owned Technologies and/or ETS Proprietary Materials infringes on such third party's intellectual property rights, the Test Center will immediately notify ETS of such claim. ETS will have the right to control any litigation or negotiation arising as a result of such claim where ETS is named as the infringer. Test Center shall have the right to control any litigation or negotiation arising as a result of such claim where Test Center is named as the infringer. In the case of both Parties being

named, the Parties will mutually agree on the management of the resulting litigation, based on ownership, liability and financial risk.

15. Insurance.

The Test Center is responsible for any and all liability arising, directly or indirectly, as a result of the operations conducted at the Test Center.

16. Governing Law.

These terms and conditions shall be governed by the laws of the State of Ohio, without regard to its conflict of laws and principles. The Parties agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts in the state for the resolution of any disputes arising from these terms and conditions.

17. Injunctive Relief.

The Test Center understands and agrees that its breach (or threatened breach) of any of the intellectual property rights of ETS and/or the Test Center's confidentiality obligations under this Agreement would cause irreparable harm to ETS for which monetary damages, even if awarded, would not constitute adequate compensation. Accordingly, the Test Center agrees that, notwithstanding anything to the contrary in this Agreement, ETS and/or its' client, the State, is entitled to equitable relief by way of temporary and permanent injunctions, without bond to the fullest extent allowed by law, and such other and further relief as any court of competent jurisdiction may deem just and proper.

18. Independent Contractors.

ETS and the Test Center are, at all times throughout the term and/or renewal term hereof, independent contractors and nothing herein will be construed as creating any other kind of relationship whatsoever between the Parties. Further, Test Administrators who administer the Test are not employees of ETS.

19. Notice.

Any notice given pursuant to this Agreement will be in writing and sent by fax 1-609-771-7710 (with transmission confirmation), e-mail hissettas@ets.org with receipt confirmation, and/or overnight courier (with delivery confirmation), and will be deemed duly given on the first business day of receipt, as evidenced by such fax transmission or courier delivery confirmation.

20. Force Majeure.

Any delay or failure of performance by either Party pursuant to this Agreement shall not be considered a breach of this Agreement if and to the extent caused by an event of Force Majeure, including without limitation fire, flood, earthquake, tsunami, or other natural disaster, any regulation or law of any applicable governmental authority, terrorist act, act of war, civil commotion, labor disturbance, epidemic, sabotage, or failure of the public utilities or international carriers. A Party experiencing an event of Force Majeure shall, as promptly as reasonable under the circumstances, notify the other Party of the occurrence of said event and make every commercially reasonable effort to find a work-around solution.

21. Entire Agreement.

This Agreement (as defined herein) constitutes the entire understanding and agreement between the Parties as to the subject matter hereof and supersedes any prior terms and conditions, agreements, and understandings, whether oral or written. Any modification or amendment of any provisions of this Agreement shall not be binding on either Party unless in writing and signed by the authorized representatives of both Parties.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

EDUCATIONAL TESTING SERVICE AUBURN CAREER CENTER

BY: _____ BY: _____
 (SIGNATURE) (SIGNATURE)

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

**Auburn
Career Center**



Attachment Item #18C

***Consent Agenda:
Contracts/Affiliation Agreements***

*Consultative Contract with
Diversity Initiatives Inc.*

**Diversity Contract for Auburn Career Center
April 25, 2019**

**A Consultative Contract for Assessing and Improving the Diversity
Awareness and Competency of the Auburn Career Center Community**



Diversity Awareness and Intercultural Competency Initiatives Cont.

Executive Summary

The concern has been expressed that the Auburn Career Center community would benefit from more diversity and inclusion training as it moves forward into the 21st Century. It is believed that improving the cultural competency of the faculty and staff at every level will:

- Create an atmosphere of inquiry and discovery that encourages critical thinking
- Foster a spirit of empathy that recognizes and promotes the intrinsic value of emotional intelligence
- Improve collaborative and leadership skills, as differing and sometimes conflicting values are continually assessed, challenged, refined, and adopted

Accomplishing this goal will require four phases of action:

- A first phase dedicated to assessing current levels of awareness and competency at the leadership level, i.e., faculty and professional administrative staff
- A second phase dedicated to formulating strategies and tactics for improvement
- A third phase in which specific strategies and tactics are implemented
- A fourth phase dedicated to assessing current levels of awareness and competency of the support staff and student population; formulating appropriate strategies and tactics for improvement; and implementing those strategies and tactics

Rather than establishing artificially contrived quotas for measuring progress in various areas of recruitment and retention, Diversity Initiatives, Inc. will help to create a climate of understanding and appreciation of the benefits of diversity, which will translate, over time, into organic improvements based on the mutuality of perceived value, rather than enforced standards of compliance.

This document covers phases one and two of the proposed initiative and has a projected timeline of summer (July 1, 2019) through spring (May 31, 2020).



All services will be provided directly by Michael A. Douglas, President and Founder of Diversity Initiatives, Inc. Mr. Douglas has dedicated his career to advancing positive interaction and communication across racial, cultural, socio-economic, and gender-based boundaries since 1993.

His core competency is the creation of innovative multi-level communication initiatives that increase understanding and respect across diverse populations. His methodologies include executive level, one-on-one coaching and education; interactive seminars and multi-media presentations supported with guided discussion; and problem/resolution role playing to provide practice and foster confidence in conflict resolution skills.

Diversity Awareness and Intercultural Competency Initiatives

Training and Development Components	Corresponding Consultative Components
Superintendent's Diversity and Inclusion Taskforce	This 6-8 member taskforce will be engaged in a variety of diversity and inclusion development activities. These leadership opportunities will lead to a deeper understanding of complex diversity challenges in the modern career center setting. The goal of the taskforce will be to make recommendations to Superintendent Bontempo for consideration for future Career Center-wide diversity and inclusion initiatives. Cost: \$5,500.00
Leadership Development	Provide leadership development training for the administrative team of Auburn Career Center. Summer Workshop: "Embracing the Competitive Advantage of Diversity and Inclusion" <ul style="list-style-type: none"> I. Welcome and presentation of the workshop agreements II. Development of the ACC Superintendent's Diversity Statement III. Crucial Conversation about Unconscious Bias IV. Team-based action research This dynamic Diversity Initiatives, Inc. training and development strategy refuses to admire the problem. Rather, we chart a specific journey with achievable goals that honor, respect and engage every stakeholder to ensure safe arrival at a mutually agreed upon destination. Cost: \$6,000.00
Project Mosaic Student Development	Project MOSAIC gives student leaders the opportunity to explore varying cultural perspectives and the ways in which those perspectives affect attitudes and outcomes at school, at work, and in the wider community. Next step Project Mosaic Ambassador Development with Career Center-wide initiatives will be the focus of phase II. Cost: \$6,500.00

Diversity Awareness and Intercultural Competency Initiatives Cont.

Consult Scope and Investment:

1. Mr. Douglas will be available for 10-15 days for the time period of July 1, 2019 through May 31, 2020 to develop this consult project.
2. Mr. Douglas will serve as the Chief Diversity Officer for Auburn Career Center acting in the capacity of an independent consultant and as an independent contractor. Mr. Douglas will report directly to Dr. Brian Bontempo, Superintendent Auburn Career Center.
3. Administrative Phone Consult-The Central Office and Building Administrative team will develop a competency for problem-solving engagement and conflict resolution based on the Diversity Initiatives, Inc. process, "A Framework for Managing Conflict." The unlimited phone consult services with the 24-hour guarantee will be in effect for the same contract period.
4. Auburn Career Center will provide project-related copying services for the term of this agreement.
5. \$23,500.00 Total Cost
6. Terms: \$7,000.00 to be paid July 1, 2019. The remainder will be billed monthly throughout the contract period.
7. This contract offer to consult will expire on May 31, 2019 unless signed by both parties.
8. Any amendment or modifications of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing signed by the authorized parties.

Date: _____

Signed: _____
Mr. Michael A. Douglas, President

Diversity Initiatives, Inc.
13200 Woodcrest Lane
Chesterland, Ohio 44026

Date: _____

Signed: _____
Auburn Career Center Authorized Rep.

Auburn Career Center
8140 Auburn Road
Concord Twp., Ohio 44077





Attachment Item #18D

Consent Agenda: Contracts/Affiliation Agreements

Articulation Agreement for Patient Care Technician program



**Articulation Agreement For
High School Patient Care Technician
To
Adult Workforce Education
Licensed Practical Nursing
at
Auburn Career Center**

To Be Eligible for Credit A Student Must:

1. The Auburn High School Patient Care Technician teacher must validate that the student met the requirements to receive articulated credits by June 1 of the student's current graduation year by either signing the back of this form along with the eligible student signature and submitting this form to the LPN Office at Auburn Career Center.
2. Admission requirements for LPN program must be met within 18 months/graduation and submit an application.
3. Successfully complete the approved high school Patient Care Technician program with a GPA of B (3.0) or higher in the course.
4. Submit an official final high school transcript to Auburn Career Center no later than August 1 of graduation year.

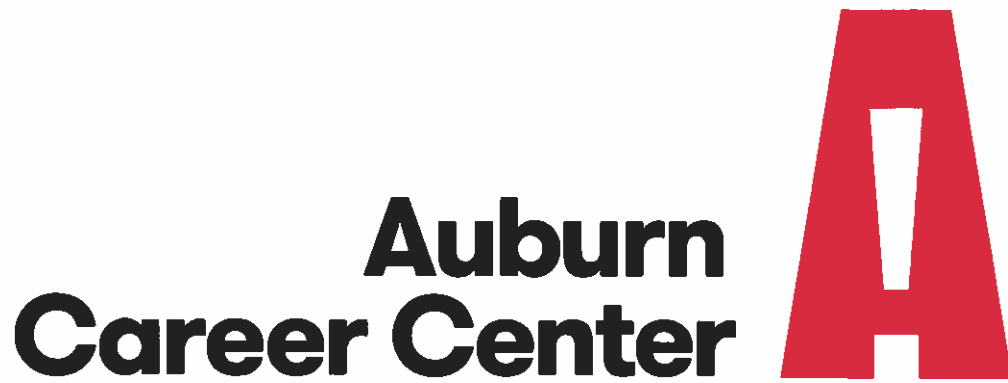
No credit will be awarded until the student meets all of the above conditions within 18 months of graduation.

Specific courses for which the student may be eligible to receive credit:

Nutrition 50 Hours

May receive up to 50 articulated hours

Students who successfully complete the High School Patient Care Technician program and meet the requirements listed in 1-4 above will receive articulated hours for courses listed above which apply toward the LPN program.



Attachment Item #18E

Consent Agenda:

Contracts/Affiliation Agreements

Clinical Site & Preceptor Agreement

**AUBURN VOCATIONAL SCHOOL DISTRICT
AUBURN PRACTICAL NURSING PROGRAM
Concord Twp., Ohio**

CLINICAL SITE AND PRECEPTOR EXPERIENCE AGREEMENT

THIS AGREEMENT is entered into on the 25th day of April 2019 between Auburn Practical Nursing Program (“Auburn”) and Chardon Healthcare Center (“Clinical Site”).

WHEREAS, CHARDON HEALTHCARE CENTER (hereinafter individually referred to as “Clinical Site”) is willing to provide space for supervised clinical educational experience; and

WHEREAS, AUBURN offers an educational program for practical nursing students and requires the participation of the Clinical Site to provide a clinical educational experience to nursing students; and

WHEREAS, Clinical Site may provide preceptor experiences currently or in the future.

NOW, THEREFORE, in consideration of the mutual agreement occurring between both parties, Auburn and Clinical Site agree as set forth:

MUTUAL RESPONSIBILITIES

1. Clinical Site will accept students from Auburn for a period of clinical education determined acceptable by both parties. The clinical educational experience will correspond to the stated philosophies and objectives as outlined by Auburn and Clinical Site.
2. Auburn and Clinical Site mutually agree that the students participating in the clinical educational experience will not be considered employees of Auburn or Clinical Site, nor will the students be covered by Auburn or Clinical Site’s social security, unemployment compensation, or workers’ compensation policies.
3. Auburn and Clinical Site mutually agree that placement of students is performed and agreed upon by the administrator of the nursing education program or designee and the administrator of nursing service or designee in advance of the time students and/or clinical instructors are to appear on the patient care units.
4. Auburn and Clinical Site mutually agree that Clinical Site will provide opportunity for faculty orientation to Clinical Site as needed, and Auburn will provide the time for faculty orientation to Clinical Site as needed prior to students appearing on the patient care units. Faculty Orientation shall be scheduled at appropriate business hours and suitable times for both Parties.
5. Auburn and Clinical Site mutually agree that nursing education personnel and nursing service personnel engage in cooperative planning for selection and assignment of student learning experience.

6. Auburn and Clinical Site mutually agree that the ratio of students to clinical instructor will be no more than ten (10) students to one (1) instructor.
7. Auburn and Clinical Site mutually agree that the number of students and the number of clinical instructors assigned to a unit at any given time, the number of patient care units to be used, and the proximity of these units to one another are considered in the planning of clinical experiences.
8. Auburn and Clinical Site mutually agree to notify the other, as soon as possible, in writing, if one party becomes aware of a claim served by any person that arises out of disagreement or any activity carried out under this Agreement by any student or Auburn/Clinical Site personnel.

AUBURN RESPONSIBILITIES

1. Auburn reserves the right to withdraw students from Clinical Site when and in Auburn's judgment the clinical educational experience does not meet the need of the student.
2. Auburn will provide Clinical Site a list of students who will participate in the clinical educational experience and the dates those students will be at Clinical Site. Auburn will provide this list, in writing, no later than seven (7) days before the students arrive at Clinical Site to start their clinical educational experience. Prior to sending the list, Auburn will discuss its intentions with Clinical Site. Clinical Site shall reserve the right to refuse a student that was previously an employee at Clinical Site and was removed or terminated from their position.
3. Auburn and its students will observe the confidentiality of the records of any patient associated with Clinical Site and adhere to the laws, rules, and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"). Auburn understands that medical records are confidential information.
4. Auburn faculty shall be properly and currently licensed as required by the state of Ohio and under any applicable local laws.
5. Auburn students and faculty shall comply with Clinical Site standards requiring completion of CPR and any other applicable clinical policies before starting the clinical education experience.
6. Auburn shall require all students to provide evidence of current laboratory and immunology data as deemed necessary by Auburn and Clinical Site, i.e. 2 step PPD, hepatitis series or declination signed, MMR and Varicella titers to show immunity.
7. Auburn shall require students to adhere to the school dress code and appear on the Clinical Site in an appropriate uniform with an identification badge. For clinical preparation during the evening before or day of any clinical experience, the student may appear with an identification badge and in dress clothes appropriate to the representation of Auburn.
8. Auburn shall be responsible for the planning of the student's clinical experience and for the evaluation and discipline of any student of Auburn. Auburn will accept input from

Clinical Site representative(s) related to the student's assignments and conduct during the clinical experience.

9. Auburn will be responsible for the supervision of each student during the clinical experience.
10. Auburn is a public institution, and to the fullest extent permitted by the State of Ohio, including but not limited to Ohio Revised Code Chapter 2744 and decisions thereunder, Auburn may be responsible for any and all claims for damages which are attributable to the negligent actions or omissions of Auburn, its officers, or its employees while acting within the scope of their employment or under this Agreement. To the extent Auburn is responsible for any claims for damages which are attributable to the negligent actions or omissions of Auburn, its officers, or its employees while acting within the scope of their employment, financial responsibility for such claims and damages shall be limited to the limit of the insurance policy limits as provided in Miscellaneous (2) of this Agreement.

CLINICAL SITE RESPONSIBILITIES

1. Clinical Site shall provide the students with the opportunity to learn clinical skills by observing or performing them under supervision and to apply the skills that they have already learned.
2. Clinical Site shall provide for orientation to the students and Auburn, including, but not limited to, Clinical Site's policies and procedures, regulations, and work schedules.
3. Clinical Site shall provide Auburn written evaluations of the faculty and/or students, as requested by Auburn. Auburn shall provide any necessary forms or information for such evaluations.
4. Clinical Site has the right to request Auburn to withdraw an assigned student from Clinical Site if the student's performance is unsatisfactory, or if the student's health status or conduct is a detriment to the student's successful completion of the clinical educational experience assignment, or if detrimental to the well-being of the patients at Clinical Site, or if detrimental to the overall operation of Clinical Site. The request for student withdrawal will be directed to the Auburn Program Administrator.
5. Clinical Site shall at all times indemnify and hold harmless Auburn, its employees, agents, and representatives from any and all suits, claims, demands, costs, damages, counsel fees, charges, liabilities, and expenses whatsoever which they shall or may at any time sustain or incur or become individually liable for, by reason or in consequence of, any actions or omissions of Clinical Site, its servants, agents, or assigns, in performance of this Agreement. Auburn will withdraw a student from the Clinical Site if, after consultation with Clinical Site, Auburn determines such action to be warranted.
6. Clinical Site agrees that it will provide a member of its staff to sign a form verifying the student's attendance to the clinical educational experience.
7. Clinical Site shall be ultimately responsible for patient care within its facility, and Auburn shall retain the responsibility for the nursing education program.

STUDENT RESPONSIBILITIES

1. Auburn agrees that students will be required to adhere to Clinical Site policies, procedures, and to other rules and regulations of Clinical Site providing for patient/resident rights mandated under Centers for Medicare and Medicaid Services ("C.M.S.") and/or The Joint Commission on Accreditation of Healthcare Organizations ("JCAHO").
2. The program administrator and faculty shall implement policies related to student conduct that incorporate the standards for safe nursing care set forth in Chapter 4723 of the Ohio Revised Code and the rules adopted under that chapter, including, but not limited to the following:
 - A. A student shall, in a complete, accurate, and timely manner, report and document nursing assessments or observations, the care provided by the student for the client, and the client's response to that care.
 - B. A student shall, in an accurate and timely manner, report to the appropriate practitioner errors in or deviations from the current valid order.
 - C. A student shall not falsify any client record or any other document prepared or utilized in the course of, or in conjunction with, nursing practice. This includes, but is not limited to, case management documents or reports, time records or reports, and other documents related to billing for nursing services.
 - D. A student shall implement measures to promote a safe environment for each client.
 - E. A student shall delineate, establish, and maintain professional boundaries with each client.
 - F. At all times when a student is providing direct nursing care to a client the student shall:
 - (1) Provide privacy during examination or treatment and in the care of personal or bodily needs; and
 - (2) Treat each client with courtesy, respect, and with full recognition of dignity and individuality.
 - G. A student shall practice within the appropriate scope of practice as set forth in division (F) of section 4723.01 of the Ohio Revised Code and division (B)(21) of section 4723.28 of the Ohio Revised Code for a practical nurse;
 - H. A student shall use universal blood and body fluid precautions established by Chapter 4723.20 of the Ohio Administrative Code;
 - I. A student shall not:
 - (1) Engage in behavior that causes or may cause physical, verbal, mental, or emotional abuse to a client;

- (2) Engage in behavior toward a client that may reasonably be interpreted as physical, verbal, mental, or emotional abuse.
- J. For the purpose of this paragraph, the client is always presumed incapable of giving free, full, or informed consent to the behaviors by the student set forth in this paragraph. A student shall not misappropriate a client's property or:
- (1) Engage in behavior to seek or obtain personal gain at the client's expense;
 - (2) Engage in behavior that may reasonably be interpreted as behavior to seek or obtain personal gain at the client's expense;
 - (3) Engage in behavior that constitutes inappropriate involvement in the client's personal relationships; or
 - (4) Engage in behavior that may reasonably be interpreted as inappropriate involvement in the client's personal relationships.
- K. For the purpose of this paragraph, the client is always presumed incapable of giving free, full, or informed consent to sexual activity with the student. A student shall not:
- (1) Engage in sexual conduct with a client;
 - (2) Engage in conduct in the course of practice that may reasonably be interpreted as sexual;
 - (3) Engage in any verbal behavior that is seductive or sexually demeaning to a client;
 - (4) Engage in verbal behavior that may reasonably be interpreted as seductive, or sexually demeaning to a client.
- L. A student shall not, regardless of whether the contact or verbal behavior is consensual, engage with a patient other than the spouse of the student in any of the following:
- (1) Sexual contact, as defined in section 2907.01 of the Ohio Revised Code;
 - (2) Verbal behavior that is sexually demeaning to the patient or may be reasonably interpreted by the patient as sexually demeaning.
- M. A student shall not self-administer or otherwise take into the body any dangerous drug, as defined in section 4729.01 of the Ohio Revised Code, in any way not in accordance with a legal, valid prescription issued for the student.
- N. A student shall not habitually indulge in the use of controlled substances, other habit-forming drugs, or alcohol or other chemical substances to an extent that impairs ability to practice.

- O. A student shall not have impairment of the ability to practice according to acceptable and prevailing standards of safe nursing care because of habitual or excessive use of drugs, alcohol, or other chemical substances that impair the ability to practice.
- P. A student shall not have impairment of the ability to practice according to acceptable and prevailing standards of safe nursing care because of a physical or mental disability;
- Q. A student shall not assault or cause harm to a patient or deprive a patient of the means to summon assistance;
- R. A student shall not obtain or attempt to obtain money or anything of value by intentional misrepresentation or material deception in the course of practice;
- S. A student shall not have been adjudicated by a probate court of being mentally ill or mentally incompetent, unless restored to competency by the court.
- T. A student shall not aid and abet a person in that person's practice of nursing without a license, practice as a dialysis technician without a certificate issued by the board, or administration of medications as a medication aide without a certificate issued by the board.
- U. A student shall not prescribe any drug or device to perform or induce an abortion, or otherwise perform or induce an abortion;
- V. A student shall not assist suicide as defined in section 3795.01 of the Ohio Revised Code.
- W. A student shall not submit or cause to be submitted any false, misleading or deceptive statements, information, or document to the nursing program, its faculty or preceptors, or to the board.
- X. A student shall maintain the confidentiality of patient information. The student shall communicate patient information with other members of the health care team for health care purposes only, shall access patient information only for purposes of patient care or for otherwise fulfilling the student's assigned clinical responsibilities, and shall not disseminate patient information for purposes other than patient care or for otherwise fulfilling the student's assigned clinical responsibilities through social media, texting, emailing or any other form of communication.
- Y. To the maximum extent feasible, identifiable patient health care information shall not be disclosed by a student unless the patient has consented to the disclosure of identifiable patient health care information. A student shall report individually identifiable patient information without written consent in limited circumstances only and in accordance with an authorized law, rule, or other recognized legal authority.

- Z. A student shall not use social media, texting, emailing, or other forms of communication with, or about a patient, for non-health care purposes or for purposes other than fulfilling the student's assigned clinical responsibilities.

MUTUALLY AGREED UPON PRECEPTOR EXPERIENCE

In those instances when Clinical Site is also responsible for providing or begins providing preceptor experiences, the following shall apply:

1. Auburn and Clinical Site mutually agree to follow the Ohio Administrative Code and Rules applicable to offering the preceptor experience as they exist on the effective date of this Agreement and as they are modified thereafter. At the time of entering into this Agreement, those relevant rules provide as follows:
 - A. The teaching assistant or preceptor providing supervision of a nursing student shall at least:
 - (1) Have competence in the area of clinical practice in which the teaching assistant or preceptor is providing supervision to a student;
 - (2) Design, at the direction of a faculty member, the student's clinical experience to achieve the stated objectives or outcomes of the nursing course in which the student is enrolled;
 - (3) Clarify with the faculty member:
 - (a) The role of the teaching assistant or preceptor;
 - (b) The responsibilities of the faculty member;
 - (c) The course and clinical objectives or outcomes; and
 - (d) The clinical experience evaluation tool; and
 - (4) Contribute to the evaluation of the student's performance by providing information to the faculty member and the student regarding the student's achievement of established objectives or outcomes.
 - B. A preceptor shall not provide supervision to more than two (2) nursing students at any one time, provided the circumstances are such that the preceptor can adequately supervise the practice of both students.
2. Auburn and Clinical Site mutually agree that Clinical Site will provide staff Licensed Practical Nurses or Registered Nurses as preceptors during the course of the contract, particularly during the final course named "Nursing Across the Lifespan." The preceptor will be responsible for only one or two students at any time from Auburn and all other programs utilizing Clinical Site and will have the responsibility for the assigned patients.
3. The LPN/RN will be identified by Clinical Site as having demonstrated expertise in the area of clinical practice in which the preceptor will provide supervision to nursing students.

4. Auburn will provide faculty who function only as a faculty member during the student's preceptor experience. The faculty member will supervise the students being precepted and will be accessible to the student at all times. The faculty member will make spot visits to the clinical setting during the preceptor experience to evaluate the student's experience. The preceptor will contribute to the student's evaluation. Clinical Site acknowledges that Auburn has ultimate responsibility for the student.
5. Auburn will provide a coordinator who will work closely with Clinical Site in planning the preceptor experience and will be responsible for the final evaluation of the students.
6. All experiences for a nursing student in a clinical setting involving the delivery of nursing care to an individual or group of individuals shall be performed under the direction of a faculty member who functions only as a faculty member during the nursing student's clinical experience. The faculty member providing direction shall:
 - A. Establish clinical objectives or outcomes within the framework of the course in which the student is enrolled;
 - B. Communicate clinical objectives or outcomes to:
 - (1) The student,
 - (2) The teaching assistant and preceptor, if utilized; and
 - (3) The staff at the clinical site;
 - C. Provide for orientation of each student to the environment of the clinical site, including introduction to staff;
 - D. Make assignments, in conjunction with the teaching assistant or preceptor, if utilized, for the student's experience, consistent with the specific objectives or outcomes of the course in which the student is enrolled;
 - E. Provide supervision of each student in accordance with rule 4723-5-18 of the Ohio Administrative Code; and
 - F. Evaluate the student's experience, achievement, and progress in relation to the clinical objectives or outcomes, with input from the teaching assistant or preceptor, if utilized.
7. Auburn will provide a preceptor orientation at no cost to the preceptor. Auburn will arrange for the orientation with the preceptor. The preceptor will receive no financial benefit for the preceptor experience from Auburn.
8. Auburn and the preceptor will sign an agreement identifying the preceptor's responsibilities and the responsibilities of Auburn.
9. Clinical Site shall agree to provide preceptors who are qualified to provide supervision to the nursing students during their preceptorship during Nursing Across the Lifespan. Patient care units to be used by Auburn will be supervised by competent qualified professional nurses and staffed by competent qualified professional nurses and practical nurses.

MISCELLANEOUS

1. In the event of illness or injury during the clinical experience, the student or clinical instructor shall receive emergency care through an emergency room at the student's expense and/or with personal insurance and be referred to their family physician or hospital as needed. All care will be the responsibility of the student or faculty. In case of emergency, any first aid care would be to stabilize the student/faculty for transport to emergency room only.
2. All Auburn students and faculty shall be covered under a policy of liability insurance of at least \$1,000,000 per incident and \$3,000,000 per annual aggregate. Auburn shall furnish to the Clinical Site evidence of coverage indicating type of coverage, applicable dates, amount of coverage, and name of insured, and will notify Clinical Site immediately if there is any change in such insurance coverage, including cancellation of such insurance policy.

TERMS

1. This Agreement shall be effective for a period of one (1) year from the date the Agreement is signed. This Agreement shall be renewable for a second one (1) year term after the initial term unless either party provides written notice at least thirty (30) days before the Agreement expires that they wish to let the Agreement expire. Either party may also terminate this Agreement by giving thirty (30) days prior written notice of intention to terminate as of the effective date set forth in such notice. If the Agreement is terminated, students will be permitted to conclude the clinical rotation for that period of training.
2. This Agreement is not assignable, but is binding on the corporate successors or affiliates of the parties.
3. Neither party shall discriminate on the basis of race, religion, sex, creed, national origin, veteran status, color, age, marital status or disability in accordance with state and federal law.
4. Any notice required under the terms of this Agreement shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit in the U.S. mail, postage prepaid, at the following addresses:

Auburn	Brian Bontempo, Ed.D., Superintendent Auburn Vocational School District 8140 Auburn Road Painesville, OH 44077-9179
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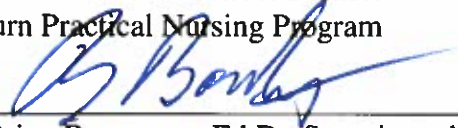
Site	Chardon Healthcare Center 620 Water Street Chardon, Ohio 44024
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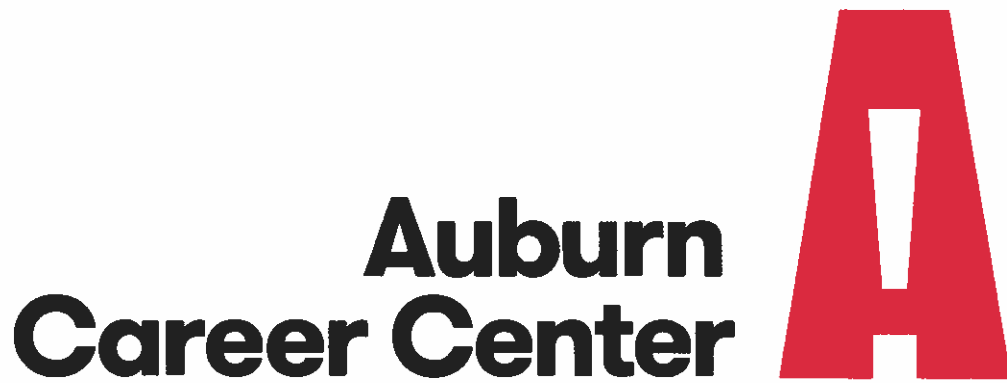
5. This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. The terms of this Agreement may only be modified by mutual written consent of the parties, signed by the duly authorized representative of each of the parties and ratified by the Auburn Board.

6. This Agreement shall be governed exclusively by the laws of the State of Ohio. If a provision hereof or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder hereof, or the application of such provision to persons or circumstances other than those as to which it is held invalid or enforced to the fullest extent permitted by law, provided that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law.

7. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective the same as the delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the undersigned have signed this Clinical Site Agreement effective the date and year first above written.

AUBURN	SITE
Auburn Vocational School District Auburn Practical Nursing Program	Chardon Healthcare Center
By:  Brian Bontempo, Ed.D., Superintendent*	By: _____
Date: _____	Name: _____
By: _____ Sandra A. Ranck, MSN, RN* Program Administrator	Date: _____
Date: _____	



Attachment Item #18F

Consent Agenda: Contracts/Affiliation Agreements

Master Service Agreement with Strategic Solutions



**Professional Services
&
Imaging Software**

**Proposal
For**

Auburn Career Center

March 5, 2019

To: Auburn Career Center

Attention: Auburn Career Center

Thank you for your continued interest in SC Strategic Solutions (SCSS) and its solutions. When we get involved with a client, we look at their business model to determine if our solutions can make a positive contribution to the success of organization. We work hard to understand your processes, system requirements, and the overall goals of the district. This has been the way our services have operated for over 15 years and continues to be true today.

Our comprehensive scanning services and software have helped file room's nationwide experience better allocation of space, decreased costs and improved overall productivity. SCSS has aided its client partners in improving control of the flow of their vital information. Since its inception, SCSS has been committed to providing products and services of superior quality and value aimed at improving the way districts operate. Based on our initial conversations and participation to date, along with our recent site visits, we believe that our services will:

- Free storage and retrieval of all on-site documents
- Reduce and/or eliminate internal space constraints
- Reduce document retrieval and filing in the departments
- Easily integrate with current workflow
- Improve the audit and reporting process related to annual or monthly audits
- Provide the on-going ability to grow and expand in an easy and efficient manner as volume increases in terms of images and changes occurring at the district

Additional important considerations in the selection of a document imaging vendor that differentiates SCSS solutions from other potential offerings:

- Support before, during and after project implementation
- Thorough understanding of federal and state guidelines (ORC, Ohio Historical Society)
- Highest level of security (including FERPA, HIPAA)
- CDIA+ (Certified Document Imaging Architect) Certified staff
- Company's proven history and track record
- All inclusive price, with no hidden/variable fees (this allows the district to protect itself against inflated fees that it has no control over such as hourly prep or indexing charges by the character or line)
- Insured to 2 million dollars
- 3 locations to better serve you
- Meets all government and industry standards

Sincerely,

Chad Stein, CDIA+
Professional Services Manager
SC Strategic Solutions

SC Strategic Solutions

Enhancement Request

Client Name:	Auburn Career Center	Requested Date:	3/5/2019
Requested By:			
Enhancement to:			
<input type="checkbox"/> SCView <input type="checkbox"/> SCScan <input type="checkbox"/> SCForms <input type="checkbox"/> SCOrders <input checked="" type="checkbox"/> SCServices			

Fee Structure – Exhibit A

Services

Comprehensive scanning and hosting fee \$0.075 per image

Estimated Project Totals

Comprehensive Scanning Services

- 100 banker boxes (10x12x15) = 300,000 images
- 620,000 x \$0.065 ~ \$22,500
- This cost may be spread out over 3 years if desired by the entity

Comprehensive scanning and hosting (\$0.075 per image) services

include:

- Cost to box and catalogue cartons
- Cost of transporting documents
- Cost of Indexing and prep (4 index fields)
- Cost for storage before and after processing (4 months post)
- Cost for retrievals 24/7

SCView Document Management System = Already Purchased

NOTE: It is our understanding that these volumes were calculated based upon accurate statistical data available to the organization and as evaluated by SC Strategic Solutions' staff to the best of their ability. We make no assertion as to the actual number of images to be scanned and indexed. Final and actual invoicing will be contingent upon the actual work volumes processed in each category.

Client Approval to	
Complete Request: _____	Date: _____
SCSS Signature	
Accepting Request _____	Date: _____

*This Enhancement Request will become part of the existing agreement as if fully written therein. Payment will be net 30. All other terms, conditions, deliverable, or charges not revised herein, will remain in effect as stated in the original agreement.



Comprehensive Scanning Services

Digital Scanning – Once your documents are at SC Strategic Solutions we will scan them in a timely, secure professional environment. We use industry standard TIFF and PDF file formats or can adapt to whatever format(s) you currently utilize. In other words, the transition to SC Strategic Solutions will be simple and “painless”.

While we have your files, we will retrieve any information you need and offer same day service of your request (24/7). And we keep back-up copies of your data (indefinitely) at no cost to you.

Record Capture

- SCSS will remove and box all records from client on a customer determined schedule.
- The records will then be broken down, scanned and indexed to client specifications.
- All scanned records will be stored for 4 months after scanning at no cost; following this time period records can be returned upon request or stored for an additional length of time at a nominal cost.
- All images will automatically be uploaded to **SCView** for retrieval by authorized users.

Record Retrieval

- While records are off-site, we offer prioritized scanning at no charge.
- All record requests will be delivered at no charge 24/7.
- All records will be accessible and searchable by authorized persons or positions.

Document Services Provided

- SCSS provides for transportation of all documents to our scanning facility.
- Records are scanned on high speed production scanners for high quality images.
- Scanning verification and quality assurance will be performed to ensure image quality, image orientation and indexing schemes.
- All documents will be prepped for scanning which includes removing the documents from any binding, removing all staples, repairing tears and separating any shingled or shadow documents.
- All records will be scanned in a non-proprietary TIFF format.

Other items that are provided at **NO COST**:

- Cost to pick up files and deliver media
- Cost of boxes and time to box
- Cost of Indexing and prep (4 index fields)
- Cost for storage before and after processing
- Cost for retrievals 24/7
- Cost for disaster recovery
- Cost for certified document destruction or document return

Imaging software

SCView (CORE End User Software) Imaging Software – SCSS will provide an end user software module providing retrieve, view, edit, annotate and print scanned/indexed documents. Access to the software is administered by a SCSS manager or designated personnel. **SCView** enables different user rights to be assigned to different users individually, by group, department or globally. For example, if a user has the appropriate rights, they can open a document, redact the social security number and email it to a requester. Within **SCView**, there are various levels of security built in to ensure your information is as secure as it is accessible.

SCView Imaging System provides additional benefits with:

- No purging/archiving due to unlimited storage of images provided.
- Standard TIFF images utilized for importing/exporting images.
- Remote access capabilities for off-site locations.
- Ability to process multiple data feeds from other systems for viewing.
- Unlimited grouping feature for easily managing large amounts of data.
- Auto log off (time based).
- Ability to edit indexed data.
- Split screen functionality.

When new upgrades to the software become available to the CORE system, they will be provided at no charge. These upgrades are for additions to the CORE system. Any customized software developed at the request of the customer may incur programming fees (this will be done in writing).

Requisition/USAS/AP Module – Allows for seamless integration with USAS for requisition creation, approval and submission to USAS. Additionally, this module will manage the routing and approval of invoices to the correct individual for payment approval and exception handling.

Other benefits include:

- Immediate display of both actual and pending balances upon creation.
- Real time approvals, no delays in between approval steps.
- Easily and quickly edit, return or reject requisitions with end user notifications.
- Auto generated financial packet for archiving and auditors (requisition, PO, invoice and check).
- Continuous live status updates for users where the requisition is in the approval process as well as automatic notification of PO creation.
- Automatic matching as well as reporting of all invoices pending approval, denied or approved.
- Ability to quickly and easily apply Then & Now stamps or notifications.

Electronic Forms/Workflow – Make ANY form paperless... no need for scanning, shredding, printing or paper anymore.

- Reduce costly paper handling and manual routing.
- Accelerate the delivery of paper and manual form based information.
- Tracking, routing, auditing and process awareness.
- Reduce errors and improve accuracy.

Timesheets/USPS Integration - Improve the flow of timesheet entry and approvals

- Automatically process timesheets into USPS
- Streamline approval processes
- Manage multiple jobs on one timesheet
- Manage and automate Leave Forms/ Mileage Reimbursements

Off-site Data Hosting

Data Hosting is ideal for businesses that want lower monthly IT cost while having around the clock server monitoring, 99+% system uptime and continuous security threat management. We include the testing and deployment of **SCView** in addition to all updates and upgrades. We closely monitor log files so we can provide insight into server performance, traffic flow, hard disk usage and security vulnerabilities.

Below are a few of our many hosting advantages:

- Redundant Internet Connections
- Placement on our 1000Mbps internal Layer 3 switched Ethernet backbone
- UPS back-up, Standby Generator Backup
- 99+% uptime on all services required for image access
- Co-location of data for disaster recovery
- Discrete Facility Secured by IP Cameras and Brinks security monitoring
- 24X7X365 Network monitoring and alerts
- Direct contact to dedicated support specialist via phone and email
- Monthly network vulnerability assessments

Support

System support and maintenance, our mission is comprehensive service to its customer. Our service support philosophy is to continually deliver the highest quality image and information management services and products in the industry. Our performance goal for each system is 99.9+% uptime; our professional goal is 100% customer satisfaction.

Once the system is installed and active, SCSS will conduct a project turnover meeting with appropriate personnel to ensure a seamless project turnover. Experienced personnel operate our service lines, and have the ability to dial in to an installed system, with licensee permission. This helps our staff better analyze reported problems, and assist the licensee in returning to a normal processing mode as soon as possible. Below are our standard response times.

Support phone numbers and email addresses will be provided upon contract approval. Our business support hours are from 8:00AM – 5:00PM Eastern Standard Time (EST). Optionally, 24/7/365 support can be provided (additional fees apply).

Level	Description	Targeted Response Time	Targeted Fix Time
0	The system is not functional.	2 Hours	8 Hours
1	A problem exists in the system; however, a workaround solution enables the Licensee to continue normal daily processing.	4 Hours	24 Hours
2	A system problem exists that causes some inconvenience for the customer.	8 Hours	72 Hours
3	The Licensee has requested a system enhancement.	Request will be evaluated and placed into release schedules as approved by SCSS management.	Client will be notified at time of approved request.

Fee Structure – Exhibit A

Software

Yearly Customer Support & Upgrades	\$2,695 per year
SC View User License	\$595 each*
SCView Site License (Unlimited Users)	\$5,995 per year (replaces \$2,695 above)
Check Printing Module (Optional)	\$595 per year
SCScan Station License (Optional)	\$895*
Requisition/Workflow Module with Invoice Routing	\$2,500 per year
Time Sheets Module with USPS Integration	\$2,500 per year
Electronic Forms & Workflow Module	\$1,995 per year
Custom Form Creation (Optional)	\$450 per form*

Services

Shredding Services (records not scanned)	\$0.20 per pound
Comprehensive Scanning Fee	\$0.07 per image*
Web Hosting	\$0.01 per image*
OCR full text search (Optional)	\$0.01 per image*
Removal of all Staples, Paperclips, Prepping	Included
Training of Employees/Shredding	Included

*Denotes a one-time cost

Storage

Box storage	\$0.29 per box per month
Requests	\$2.50 per request
Box ingestion/Exit	\$2.50 per box
Inventory management software	Included
Shredding	\$3.00 per box

Option 1 - Promotional Bundle

Document Archival with Requisition System & USAS Integration – Available Until 7/15/2019

Software

- Annual Support, Maintenance & Upgrades	= \$5,795 per year
- SCView Site License (Unlimited Users)	= \$0
- Financial Packet Optimization Module	= \$0
- 1 SCScan Station License	= \$0
- Requisition/Workflow Module with Invoice Routing	= \$971.25 per year
Total Annual Software Cost	= \$6,766.25 per year*

Additional Note: The only cost not included above is the cost of a desktop scanner.

Option 2 - Promotional Bundle
Document Archival with Requisition System & USAS
Integration – Includes Electronic Forms Module OR Time
Sheets – Available Until 7/15/2019

Software

- Annual Support, Maintenance & Upgrades	= \$5,595 per year
- SCView Site License (Unlimited Users)	= \$0
- Financial Packet Optimization Module	= \$0
- 1 SCScan Station License	= \$0
- Requisition/Workflow Module with Invoice Routing	= \$971.25 per year
- Electronic Forms Module	= \$971.25 per year
Total Annual Software Cost	= \$7,537.50 per year*

Additional Note: The only cost not included above is the cost of a desktop scanner.

Option 3 - Promotional Bundle
Document Archival with Requisition System & USAS
Integration – Includes Time Sheets Module – Includes
Electronic Forms Module with Workflow System –
Includes Scanner at No Cost – Available Until 7/15/2019

Software

- Annual Support, Maintenance & Upgrades	= \$5,395 per year
- SCView Site License (Unlimited Users)	= \$0
- Financial Packet Optimization Module	= \$0
- 1 SCScan Station License	= \$0
- Requisition/Workflow Module with Invoice Routing	= \$971.25 per year
- Electronic Forms Module with Workflow System	= \$971.25 per year
- Time Sheets Module with USPS Integration	= \$921.25 per year
- Check Printing Module	= \$0
- Desktop Scanner for Invoice Scanning	= \$0
Total Annual Software Cost	= \$8,258.75 per year

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is effective as of the Effective Date between SC Strategic Solutions, LLC, (“SCSS”), and

Name (“Customer”): Auburn Career Center
Street Address: 8140 Auburn Road
City, State, Zip: Concord Twp, OH 44077
Effective Date : _____

___ SCView Site License ___ USAS Integration ___ E-Forms/Workflow ___ USPS Integration
___ Check Printing If selecting single SCView users, include the number of users to be purchased ___

1. **Software and Services.** Customer agrees to purchase from SCSS the entire source document imaging requirements, services and software as outlined in the Statement of Work.
2. **Payments and Pricing.** As full compensation for the Services performed by SCSS hereunder, Customer shall pay fees and expenses in accordance with the pricing schedule set forth as Exhibit A attached hereto and made a part hereof. Customer shall pay amounts within thirty (30) days following receipt of invoice. SCSS may not raise software costs (after purchase) by more than 2.95% in any given year. Any other alteration requires written notice by SCSS to the Customer.
3. **Term and Termination.** This agreement will remain in effect for an initial term of 3 year(s) from the acceptance date set forth above. Following the end of the initial term, this agreement will be automatically renewed for successive periods unless notice of termination is given by either party to the other party - not less than ninety days prior the cancellation date.
4. **Confidentiality.** Except as otherwise provided in this Agreement, the parties agree that, Confidential Information shall be maintained in strict confidence; shall be used only for purposes of this Agreement; and that no Confidential Information shall be disclosed by the recipient party, its agents or employees without the prior written consent of the other party.
5. **Property Rights.** For purposes of obtaining the benefit of the Services only, SCSS grants to Customer a non-exclusive, non-transferable license to use the related software for internal purposes only. Customer shall not modify, decompile, disassemble, reverse engineer or attempt to reconstruct, reconfigure or develop derivative works based upon any of the computer hardware, equipment or software utilized by SCSS.
6. **Exculpation.** SCSS shall not be responsible for misfiled documents within the records provided for scanning/imaging, nor for any inaccurate or incorrect information contained in records received from Customer.
7. **Force Majeure.** Neither party shall be liable or deemed in default for failure to perform any duty or obligation that such party may have under this Agreement where such failure has been caused by any act of God, fire, strike, inevitable accidents, war, terrorism, or any other cause outside the reasonable control of that party, and occurring without its fault or negligence.

SC Strategic Solutions

Auburn Career Center

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Auburn
Career Center**



Attachment Item #18G

Consent Agenda:

Contracts/Affiliation Agreements

*Contract for Services with Lake
County Educational Service Center*



Jennifer Felker, Superintendent
L. Greg Slemmons, Treasurer
www.geaugaesc.org www.esc-lc.org



CONTRACT FOR SERVICES

This Agreement, authorized by Ohio Revised Code Section 3313.171, is made by and between the Lake County Educational Service Center with its principal place of business at 8221 Auburn Rd., Painesville, Ohio 44077 (herein "Lake ESC") and Auburn Career Center (herein "Auburn") 8221 Auburn Rd, Painesville, Ohio 44077.

A. Terms of Contract

- a. This agreement will be effective from August 1, 2019 through July 31, 2020 or until earlier terminated as provided in this Agreement below.
b. All services will have a 5% fee added to the final cost.
c. Monthly, Lake ESC will invoice Auburn the total amount and agrees to pay the amount due to Lake ESC within 30 days of the statement date.

B. Services

- a. Public School Works
i. Lake ESC agrees to provide Auburn with professional development for staff at the rate of \$26.88 per person, based on active enrollment as of August 31, 2019.
b. Nutrition Services
i. Nutrition consulting services not to exceed \$17,768.00
c. Personnel
i. Coordinator of Internships & Adult Programming 180 days @ \$250.00 per day. Estimated total cost of \$57,693.70.
d. Support Services
i. Crisis Prevention Intervention (CPI) billed as requested based on specific need per session. Estimate will be provided before any services are delivered.
ii. Interpreter Services - Spanish billed as requested on an hourly rate of \$30 per hour.
iii. Transportation Services billed as requested based on specific need per route. Estimate will be provided before any services are delivered.

C. Termination of Agreement

- a. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving 30 days written notice to the other party via regular U.S. mail, addressed to the locations listed above. Should such a termination occur, Auburn shall remain obligated to pay for all consultant services provided from the notice to the effective date of the termination of the Agreement.
b. If Lake ESC defaults in the performance of this Agreement or materially breaches any of its provision, Auburn, at its option, may terminate this Agreement immediately by giving written notice to Lake ESC, via regular U.S. mail, sent to 8221 Auburn Rd, Painesville, Oh 44077 address listed above.

D. General Provisions

- a. This Agreement is the entire agreement between the parties, and it supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of SERVICE by either party, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in the writing and signed by both parties.

Entered into this ___ day of ___, 20__.

Entered into this ___ day of ___, 20__.

LAKE ESC Superintendent

AUBURN Superintendent

Lake ESC Treasurer

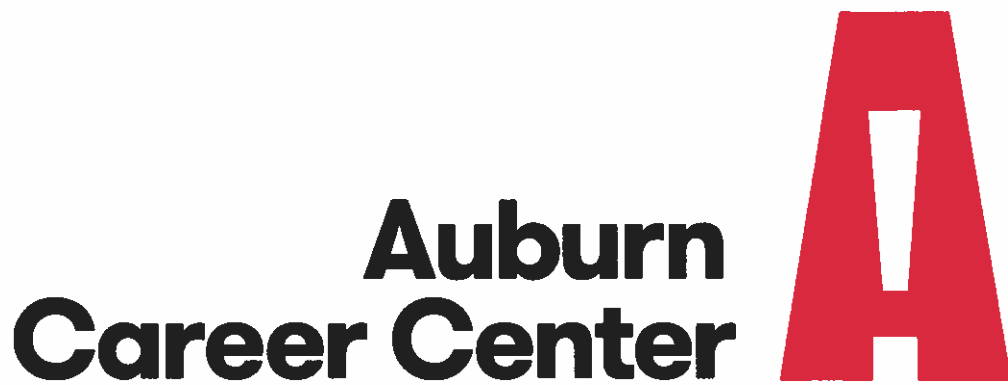
AUBURN Treasurer

Board Approval Date: _____

Board Approval Date: _____

8221 Auburn Rd, Concord, Oh 44077

PH 440-350-2563



Attachment Item #19

Policies Modifications: Second and Final 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; 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; 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 fundraise 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 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

Treasurer

Before the _____ 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

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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
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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 students who ~~is~~ are not a "disabled persons," but has~~ve~~ 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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Legal 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

**Auburn JVS
Bylaws & Policies**

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 automatic failure on 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

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
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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 OR 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.auburnace.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 _____ [Insert name or title, address, e-mail, phone]

*Robert K. Johnson
IT DIRECTOR
rkjohnson@auburnrc.org
x 8024*

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 web app 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 *V. Brute* 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.

no

[] 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

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

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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.

ND () 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. 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), 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 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**

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 of 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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Last Modified by Lori Smith on February 19, 2019

Auburn JVS 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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