

# Record of Proceedings Minutes of Special Meeting

**Board of Education  
Regular Meeting**

**Monday  
June 28, 2021**

The Field Local School District Board of Education held its Special Meeting on Monday, June 28, 2021 in the Field High School Cafeteria, 2900 State Route 43, Mogadore, OH 44260 at 7:00 P.M.

- **Pledge of Allegiance**
- **Silent Meditation**
- **Roll Call**

Randy Porter-Yes, Julie Kline-Yes, Ethan Miller-Yes, Larry Stewart-Yes, Steve Calcei-Yes

Member Miller moved, seconded by Member Porter that the Field Local Board of Education approve the minutes from the May 10, 2021 regular meeting. **21-0046**  
*Roll Call: Miller-Yes, Porter-Yes, Kline-Yes, Stewart-Yes, Calcei-Yes.*  
*President declared the motion carried.*

Member Stewart moved, seconded by Member Porter that the Field Local Board of Education adopt the following agenda for the June 28, 2021 special meeting. **21-0047**  
*Roll Call: Stewart-Yes, Porter-Yes, Kline-Yes, Miller-Yes, Calcei-Yes.*  
*President declared the motion carried.*

## **Superintendent's Report**

**Legislative Liaison Report** - Mr. Stewart discussed the new Critical Race Theory they are trying to teach in school. If you look into it, it is just racist stuff dividing people into groups and pits them against each other. I have heard black educators say that it is phony, no good and that people better wise up and get rid of it. I hope that we don't even think about bringing it to Field schools.

Mrs. Kline noted that there is a proposed H.B. to ban Critical Race Theory being taught in Ohio.

Public participation is encouraged during this portion of the Field Local business meeting. If you have questions, suggestions, or concerns, your first contact should be with the teacher or principal at the school building level. If you are not satisfied with the response you may contact the superintendent. By following this procedure, you will generally receive a prompt, informed response. The Board of Education recognizes the value of public comment on educational issues and the importance of allowing citizens to present helpful suggestions for the school district. Public participation at board meetings is governed by the following guidelines:

Public comment is permitted during the recognition of visitor portion of the meeting and will not exceed thirty minutes total. Attendees must register their intention to participate in the public

portion of the meeting upon their arrival at the meeting. Speakers must be recognized by the presiding officer and preface their comments by stating their name, address, and group affiliation, if appropriate. Each speaker is limited to three minutes and may not speak twice on the same subject until all have spoken. Persons desiring more time should follow the procedure of the board to be placed on the regular agenda. All statements shall be directed to the presiding officer; no person may address or question Board members individually.

(R.C.3313.20 Board Policy | Chapter 1 - Board of Education | Policy 1.16 | Adopted August 10, 2015)

### **SUPERINTENDENT CONSENT AGENDA**

Member Porter moved, seconded by Member Miller that the Field Local Board of Education approve the Superintendent consent agenda as presented. **21-0048**  
*Roll Call: Porter-Yes, Miller-Yes, Kline-Yes, Stewart-Yes, Calcei-Yes.*  
*President declared the motion carried.*

#### **Superintendent Items**

- **Employment** – The Superintendent recommends that the Field Local Board of Education employ/approve the following pending completion of proper/required paperwork:

#### **Certified Employment**

1. Haley Hickle, Intervention Specialist at Suffield Elementary effective August 25, 2021.  
Rate of pay per Negotiated Agreement.  
  
B/150            Step 0
2. Abigail Rick, Intervention Specialist at Brimfield Elementary effective August 25, 2021.  
Rate of pay per Negotiated Agreement.  
  
BA            Step 0
3. McKenzie Brode, Integrated Business Teacher at the High School effective August 25, 2021.  
Rate of pay per Negotiated Agreement.  
  
Degree/Step: TBD
4. Clark Bookman-Resident Educator-Year 1 (2020-2021 school year)
5. Awarding of extra time supplementary contracts for the 2021-2022 school year.  
  
Melissa Nero, High School Guidance Counselor 15 extended days

6. Summer Extended Learning Tutors (certified personnel)-\$30.00 per hour.

Meaghan Bullock	Chelsey Carpenter	Sarah Fuerst
Heather Kostensky	Theresa Scotton	Megan Eader
Ashley Eplin	Wendy Hackim	Cady Kommel
Julia Marks	Shannon Scalise	Kari Walchalk
Lori Brake	Emily Paich	Kristen Clevenger
Laura Goldman	Heather Mowcomber	Connie Tenney
Jessica Kefalos	Marissa Kelsey	Bryan Mahaffey
Victoria Dahl	Rebecca Scott	Amanda Wahl
Jennifer Casamento	Diantha Giltz	Emilee Livers
Tami Rhoades	Terri Gempel	Katherine Kirby
Amanda Karpinecz	Landon Westover	Jessica McMillen
Lindsey Kwisnek		

7. Summer Extended Learning Tutors (classified personnel)-will be paid their regular hourly rate.

Lauren Gallimore                      Joanne Kuchenbecker

8. **District Tutors for the 2021-2022 school year-5 hours per day effective August 25, 2021.**

Kristen Luchka	MA	Step 0 (Brimfield)
Dallas Covert	BA	Step 0 (Brimfield)
Lauren Swindell	B/150	Step 0 (Suffield)
Jessica McMillen	BA	Step 0 (Suffield)

9. Terri Baker, Foreign Language Teacher at the High School will move from part time to full time beginning with the 2021-2022 school year.

M+15                      Step 20

**Classified Substitute Employment – 2020-2021 School Year**

Bruce Stevens (eff. 5/19/21)                      Timothy Hopkins (eff. 5/21/21)  
Randall Ewing (eff. 5/18/21)

**Classified Employment – 2021-2022 School Year**

1. Lauren Gallimore, Parapro at Suffield Elementary effective August 27, 2021-185 days per year, 5.5 hours per day. Rate of pay per Negotiated Agreement.
2. Taylor Spates, Secretary at the Middle School effective August 9, 2021-211 days per year, 5.5 hours per day. Rate of pay per Negotiated Agreement.
3. Heather Spaeth, Playground Monitor at Brimfield Elementary effective August 27, 2021-185 days per year, 4.5 hours per day. Rate of pay per Negotiated Agreement.

4. Linda Moles, Parapro at the High School effective August 27, 2021-185 days per year, 5.5 hours per day. Rate of pay per Negotiated Agreement.
5. Molly Longfellow, Parapro at Brimfield Elementary effective August 27, 2021-185 days per year, 5.5 hours per day. Rate of pay per Negotiated Agreement.
6. Megan Walker, Parapro at Suffield Elementary effective August 27, 2021-185 days per year. 5.5 hours per day. Rate of pay per Negotiated Agreement.
7. Leslie Gibson, Parapro at Brimfield Elementary effective August 27, 2021-185 days per year, 5.5 hours per day. Rate of pay per Negotiated Agreement.
8. Kristin LaTampa Kameron, Bus Driver, effective August 27, 2021-186 days per year, 5 hours per day. Rate of pay per Negotiated Agreement.
9. Timothy Hopkins, Bus Driver, effective August 27, 2021-186 days per year, 5 hours per day. Rate of pay per Negotiated Agreement.
10. Bruce Stevens, Bus Driver, effective August 27, 2021-186 days per year, 5 hours per day. Rate of pay per Negotiated Agreement.

• **Supplemental Contract(s)** – The Superintendent recommends that the Field Local Board of Education employ the following for the 2020-2021 school year.

1. Mackenzie Downing, High School (choir)-\$1,821.00  
1 year experience, 1 year contract
2. Mackenzie Downing, Middle School (choir)-\$1,093.00  
1 year experience, 1 year contract
3. Marisa Ritchey, Quiz Bowl Advisor-\$728.00  
1 year experience, 1 year contract

• **Supplemental Contract(s)** – The Superintendent recommends that the Field Local Board of Education employ the following for the 2021-2022 school year.

**Certified Academic**

1. Michelle Yoho, Brimfield Intermediate Dept. Head-\$1,125.00  
15 years experience, 2 year contract
2. Amanda Karpinecz, Brimfield Special Ed Dept. Head-\$1,125.00  
2 years experience, 1 year contract
3. Amy Madden, Art Dept. Head-\$1,125.00  
7 years experience, 2 year contract
4. June Estell, Elem Vocal Music-\$750.00  
1 year experience, 1 year contract
5. Katie Kirby, Elem Vocal Music-\$750.00  
3 years experience, 2 year contract

6. Danielle Underwood, LPDC Chairperson-\$750.00  
2 years experience, 2 year contract
7. Cailin McKinney, LPDC Secretary-\$375.00  
0 years experience, 1 year contract
8. Meaghan Bullock, Intermediate Dept. Head-Suffield-\$1,125.00  
0 years experience, 1 year contract

*Certified Athletic*

1. George Wetzel, Winter Fitness Advisor (50%)-\$562.50  
8 years experience, 2 year contract
2. James Dutched, Winter Fitness Advisor (50%)-\$562.50  
2 years experience, 1 year contract
3. Joel Peterson, Varsity Baseball Coach-\$7,203.00  
17 years experience, 2 year contract
4. Levi Miller, Middle School Head Football Coach-\$3,376.00  
2 years experience, 1 year contract
5. Brandon Morris, Middle School Asst. Football Coach-\$3,782.00  
7 years experience, 2 year contract
6. Mike McKinney, Middle School Head Cross Country Coach-\$3,061.00  
13 years experience, 2 year contract
7. Bryan Mahaffey, Boys Varsity Golf Coach-\$3,376.00  
1 year experience, 1 year contract
8. Clark Bookman, JV/Asst. Wrestling Coach-\$4,622.00  
7 years experience, 2 year contract
9. Beth Dyer, Varsity Softball Coach-\$7,023.00  
17 years experience, 2 year contract
10. Beth Dyer, Varsity Volleyball Coach-5,042.00  
8 years experience, 2 year contract
11. Elise Starkey, JV Cheerleading Advisor-\$2,251.00  
1 year experience, 1 year contract
12. Kevin Sisak, Varsity Girls Tennis Coach (50%)-\$1,688.00  
0 years experience, 1 year contract
13. James Dutched, High School Asst. Football Coach-\$4,127.00  
1 year experience, 1 year contract

14. James Dutched, High School Asst. Track Coach-\$3,376.00  
2 years experience, 1 year contract
15. Rebecca Scott, Middle School Asst. Track Coach-\$2,521.00  
7 years experience, 2 year contract
16. Clark Bookman, Middle School Asst. Track Coach-\$3,061.00  
10 years experience, 2 year contract
17. Mackenzie Brode, 8<sup>th</sup> Gr. Volleyball Coach-\$2,251.00  
0 years experience, 1 year contract

*\*\*The positions below have been posted and offered to those employees of the district who have a certificate of a type described in Section 3319.22 of the Ohio Revised Code and no such employee qualified to fill the position has accepted. The position has been advertised as available to any individual with such a certificate who is qualified to fill the position and is not employed by the board, and no such person has applied for and has accepted the position.\**

**Classified Athletic**

1. Derek Widuck, Boys Varsity Basketball Coach-\$6,190.00  
1 year experience, 1 year contract
2. Daniel Hickle, Boys JV/Asst. Basketball Coach-\$4,127.00  
1 year experience, 1 year contract
3. Juan Barreto, Boys Varsity Soccer Coach-\$4,502.00  
4 years experience, 1 year contract
4. Andrew Pifel, JV/Asst. Boys Soccer Coach-\$2,439.00  
4 years experience, 1 year contract
5. Mariah Seidler, Girls Varsity Golf Coach-\$3,376.00  
1 year experience, 1 year contract
6. David Tenney, Varsity Wrestling Coach-\$9,904.00  
17 years experience, 1 year contract
7. Tim Fox Jr., Middle School Wrestling Coach-\$3,782.00  
7 years experience, 1 year contract
8. Bob Bauer, Varsity/Asst. Softball Coach-\$4,592.00  
11 year experience, 1 year contract
9. Anna Carlson, 7<sup>th</sup> Gr. Volleyball Coach-\$2,521.00  
5 years experience, 1 year contract

10. Karly Easterling, Varsity Cheerleading Advisor-\$3,376.00  
1 year experience, 1 year contract
11. Brian Batley, Girls Varsity Basketball Coach-\$6,190.00  
1 year experience, 1 year contract
12. Emily Tenney, Middle School Cheerleading Advisor-\$1,125.00  
1 year experience, 1 year contract
13. Blair Stockley, Varsity Girls Tennis Coach (50%)-\$2,701.00  
22 years experience, 1 year contract
14. Adam Cassetty, Middle School Girls/Boys Soccer Coach-\$2,251.00  
0 years experience, 1 year contract
15. Michael Harris, High School Asst. Football Coach-\$6,603.00  
15 years experience, 1 year contract
16. Keith Stayer, Freshman/Asst. Football Coach (50%)-\$1,891.00  
9 years experience, 1 year contract
17. Jon Raddish, Freshman/Asst. Football Coach (50%)-\$1,688.00  
1 year experience, 1 year contract
18. Landon Westover, Freshman/Asst. Football Coach-\$3,376.00  
0 years experience, 1 year contract
19. Zachary Moore, JV/Asst. Boys/Girls Golf Coach-\$2,251.00  
0 years experience, 1 year contract
20. Courtney O'Donnell, JV/Asst. Girls Basketball Coach-\$4,127.00  
0 years experience, 1 year contract
21. Rich Grimes, Freshman/Asst. Girls Basketball Coach-\$3,376.00  
1 year experience, 1 year contract
22. Tom Nader, 8<sup>th</sup> Gr. Girls Basketball Coach-\$2,251.00  
0 years experience, 1 year contract
23. Mariah Siedler, 7<sup>th</sup> Gr. Girls Basketball Coach-\$2,251.00  
2 years experience, 1 year contract

*Classified Academic*

1. Nickolas Manes, Asst. Director of Percussion-\$2,814.00  
0 years experience, 1 year contract
2. Megan Snyder, Asst. Director of Color Guard-\$2,814.00

4 years experience, 1 year contract

\*The Treasurer will issue contracts in accordance with the law\*

- **Tournament Employment – The Superintendent recommends that the Field Local Board of Education approve/employ the following personnel as Home Site Sectional/District Tournament workers for softball.**

<u>Name</u>	<u>Position</u>	<u>Amount</u>	<u>Date of Event</u>
Greg Kulick	Site Manager Ticketing Announcer	\$100.00	5/13/2021
Brenda Richmond	Secretarial Communications	\$50	5/13/2021

- **Resignations– The Superintendent recommends that the Field Local Board of Education accept the resignations of the following:**

1. Denise Palmison, Teacher at Suffield Elementary, effective July 1, 2021, due to retirement.
2. Carrie Morgan, Teacher at High School, effective at the end of 2020-2021 school year.
3. Kimberly Hefflin, Speech & Language Pathologist, effective September 1, 2021, due to retirement.
4. Sara Sanzone, Teacher at High School, effective at the end of the 2020-2021 school year.

- **Resignations/Transfers– The Superintendent recommends that the Field Local Board of Education accept the resignation/transfer of the following:**

1. Kellie Chadwick, Cook/Cashier at Brimfield will transfer to Playground Monitor at Suffield effective August 27, 2021.

- **Resolution – The Superintendent recommends that the Field Local Board of Education approve the termination of the continuing contract of employment of Jessica Wiley, paraprofessional at Suffield Elementary, effective immediately.**

WHEREAS, Jessica Wiley (“Ms. Wiley”) is currently employed under a continuing contract as a paraprofessional for the Board and is in the OAPSE bargaining unit;

WHEREAS the Negotiated Agreement between the Field Local School District Board of Education and OAPSE Local #259 provides for termination of a non-teaching employee for just cause;

WHEREAS, Ohio Revised Code Section 3319.081 also provides for termination of a non-teaching employee for grounds set forth in that section;

WHEREAS, Ms. Wiley has been absent from work for more than two years;



WHEREAS, the Board has been provided with information establishing that Ms. Wiley is unable to return to work and perform all the essential functions of her job for medical reasons, and that she has exhausted all available paid and unpaid leave.

WHEREAS, Ms. Wiley was notified in writing of the Superintendent's intent to recommend termination of her employment contract and was provided with a pre-termination conference before Superintendent David Heflinger on June 24, 2021, at which she was represented by a union representative and was given the opportunity to address whether she is currently able to perform the essential functions of her job, with or without reasonable accommodation;

WHEREAS, the Superintendent has recommended to the Board non-disciplinary termination of Ms. Wiley's continuing non-teaching contract due to exhaustion of all available paid and unpaid leave and continued medical inability to return to work and perform all the essential functions of her job.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby terminates the continuing non-teaching contract of Jessica Wiley, upon the recommendation of the Superintendent, effective immediately, due to exhaustion of all available paid and unpaid leave and continued medical inability to return to work and perform all the essential functions of her job, which constitutes just cause for termination under the negotiated agreement and nonfeasance or neglect of duty under ORC 3319.081. This termination is not based on misconduct.

BE IT FURTHER RESOLVED that the Treasurer is directed to prepare and send notice of this action to Ms. Wiley via certified mail, with a copy to her OAPSE representatives.

- **Resolution** – The Superintendent recommends that the Field Local Board of Education approve an increase of the certified substitute daily rate from \$95.00 to \$120.00. This increase will be for the 2021-2022 school year.
- **Board Policy** - The Superintendent recommends that the Field Local Board of Education conduct the first reading of the following policies for Board adoption:
  - 2.05 Evaluation of Administrators
  - 3.05 Staff Conduct
  - 6.56 Maintenance and Use of Glucagon (NEW)
  - 8.13 Procurement with Federal Grants/Funds
  - 9.25 Emergency Management Plan
- **School Fees** – The Superintendent recommends that the Field Local Board of Education approve school fees for the 2021-2022 school year for the district (Exhibit S-1).
- **Textbook Adoption** – The Superintendent recommends that the Field Local Board of Education approve the recommendation of the Science Textbook Adoption Committee to purchase Science textbooks (see display) (Exhibit S-2).
- **Operations/Vendor Contracts** – The Superintendent recommends that the Field Local Board of Education enter into a vendor contract with the following:

1. Educational Alternatives Service Agreement for the 2021-2022 school year (**Exhibit S-3**).
  2. Summit Educational Service Center, Kids First Opportunity Program for two special education students, 2021-2022 school year (**Exhibit S-4**).
  3. Educational Alternatives Student Transportation Agreement for the 2021-2022 school year (**Exhibit S-5**).
- **Payment/Fiscal Item** – The Superintendent recommends that the Field Local Board of Education approve payment for the following:
    1. Payment in lieu of transportation to the parents whose children attend Parochial, Charter, or Stem Schools for which Field finds it impractical to transport for the 2020-2021 school year.

- **Informational Items**

- The following degree changes will take effect for the 1st semester of the 2021-2022 school year:

Susan Vitko	B+30	to	MA
Cortney Schrank	B+15	to	MA
Meaghan Bullock	B+15	to	MA
Katie Kuzas	MA	to	M+15
Amy Henderson	B+30	to	M+45
Melissa Reagan	M+30	to	M+45

- Corrections from 5/10/21 meeting (salary notices).

Amy Henderson	M+15	to	M+30
Theresa Combs	B+15	to	MA
Cortney Schrank	B	to	B+15
Jason Scherer	M+30	to	M+45
Staci Lowden	M+30	to	M+45
Meaghan Bullock	BA	to	B+15
Sara Sanzone	BA	to	MA

- Revision – Leave of Absence for Taylor Gosseck. Effective date changed from September 10, 2021 to June 2, 2021.

Member Kline moved, seconded by Member Stewart that the Field Local Board of Education approve Kristen Porter, Certified Teacher at Brimfield Elementary effective August 25, 2021. Rate of pay per Negotiated Agreement. **21-0049**  
*Roll Call: Kline-Yes, Stewart-Yes, Miller-Yes, Porter-Abstain, Calcei-Yes.*  
*President declared the motion carried.*

Degree/Step: MA Step 0

**TREASURER CONSENT AGENDA**

Member Porter moved, seconded by Member Stewart that the Field Local Board of Education approve the Treasurer consent agenda items as presented. **21-0050**  
*Roll Call: Porter-Yes, Stewart-Yes, Kline-Yes, Miller-Yes, Calcei-Yes.*  
*President declared the motion carried.*

**Treasurer Items**

- **Fiscal – The Treasurer recommends that the Field Local Board of Education approve the following:**

1. Financial reports for the period ending April 30, 2021 & May 31, 2021.
2. Amended appropriations at the fund level for the FY21 in accordance with section 5705.38 ORC. **(Exhibit T-1).**
3. Temporary appropriations at the fund level for FY22 in accordance with section 5705.38 ORC. **(Exhibit T-2,).**
4. Recommend to approve the following advances:

<u>Amount</u>	<u>Fund</u>	<u>to</u>	<u>Fund</u>
\$ 48,069.57	001		006
\$ 3,000.00	001		461 9021
\$ 19,135.48	001		507 9021
\$316,489.64	001		507 9022
\$ 86,195.70	001		507 9023
\$ 26,948.80	001		510 9921
\$ 51,954.09	001		516 9021
\$ 52,343.06	001		572 9021
\$ 3,537.44	001		587 9119
\$ 21,058.37	001		590 9021
\$ 23,579.12	001		599 9021

5. Recommend to approve the following transfers:

<u>Amount</u>	<u>Fund</u>	<u>to</u>	<u>Fund</u>
\$ 15,203.08	001		009 9001
\$ 12,755.05	001		009 9002
\$ 13,230.53	001		009 9004
\$ 67,330.87	001		300 9304
\$ 72,849.71	006 9011		006

6. Approve the following funds along with the associated revenue and expenditure accounts:

507 9022 ESSER Round I  
507 9023 ESSER Round II

- **Donations** – The Treasurer recommends that the Field Local Board of Education accept the following donation(s):

1. Suffield League-toward LSTA Library Book purchase-\$500.00.

There being no further business to come before the Field Local Board of Education  
Member Miller moved, seconded by Member Porter to adjourn the June 28, 2021.  
special meeting.

21-0051

*Roll Call: Miller-Yes, Porter-Yes, Kline-Yes, Stewart-Yes, Calcei-Yes.*

*President declared the motion carried.*

The meeting was adjourned at 7:12 P.M.

  
\_\_\_\_\_  
Steve Calcei, President

  
\_\_\_\_\_  
Attest: Todd Carpenter, Treasurer

**Field High School**  
**Student Fees**  
**2021 - 2022**

Exhibit S-1  
 June 28, 2021

<b><u>Art</u></b>	
Art I	\$25.00 Tools, paint, paper, etc.
Art II	\$35.00 Tools, paint, paper, etc.
Adv. Art	\$40.00 Tools, paint, paper, etc.
Ceramic 1	\$50.00 Ceramic tools, and supplies
Art Refurbishment	\$40.00 Tools, paint, paper, etc
<b><u>Computer Ed. &amp; Business</u></b>	
Accounting I	\$28.00 Mindtap Accounting Software
Design Techniques	\$10.00 Project supplies, print paper and ink, etc.
<b><u>Science</u></b>	
Biology/Honors Biology	\$15.00 Lab resources, coach workbook, chemicals and preserved specimens
Chemistry/Honors Chemistry	\$15.00 Lab resources and chemicals
Conceptual Chemistry	\$10.00 Lab supplies and chemicals
Physics Lab	\$10.00 (see all the above for science)
Conceptual Physics	\$ 5.00 Lab resources
Zoology	\$15.00 Lab resources
Forensics	\$10.00 Lab resources
Anatomy and Physiology	\$15.00 Lab resources
Environmental Science	\$15.00 Lab resources
<b><u>Athletics</u></b>	
Extra-Curricular Participation	\$100.00 Approved by BOE
<b><u>Band</u></b>	
	\$45.00 Cleaning and Maintenance
<b><u>General</u></b>	
Senior Fee	\$50.00 Approved by BOE
Parking Permit	\$25.00 Approved by BOE
Parking Violation	\$10.00 Approved by BOE
Student Assignment Book	\$ 4.00 Approved by BOE
Replacement Assignment Book	\$ 4.00 Approved by BOE
Book Rebind	\$15.00 Approved by BOE

**Workbooks**

English 9 and Honors 9	\$15.00	Workbook/Non-Fiction
English 10 and Honors 10	\$8.00	Non-fiction book
Algebra I	\$17.50	Workbook
Algebra II	\$17.50	Workbook
Geometry	\$17.50	Workbook
American Sign Language I	\$3.00	Digital Resources
American Sign Language II	\$3.00	Digital Resources
American Sign Language III	\$3.00	Digital Resources
American Sign Language IV	\$3.00	Digital Resources
French I	\$18.00	Workbook
French II	\$18.00	Workbook
French III	\$18.00	Workbook
Spanish I	\$19.00	Workbook
Spanish II	\$24.00	Workbook and AAPPL test
Spanish III	\$24.00	Workbook and AAPPL test

**General**

Assessment Fee	\$12.50	Testing Board Set Fee
Naviance	\$11.00	College and Career Planning/ACT Prep

<b>Proposed Fees</b>			
<b>Elementary Schools</b>			
<b>2021-2022</b>			
<b>Kindergarten</b>		<b>Fourth</b>	
Reading	14	Reading	25
Math	42	Math	42
Report Card	1	MAP/Online Resource Fee	20
Consumables	20	Communication	4
MAP	13	Report Card	1
Communication	2	Soc. St.	8
Art Fee	6	Science	7
Kindergarten Total	98	Art Fee	6
		<b>Fourth Grade Total</b>	<b>113</b>
<b>First</b>			
Reading/Writing	29		
Math	42	<b>Fifth</b>	
Communication	2	Reading	25
MAP/Online Resource	17	Math	42
Report Card	1	MAP/Online Resource Fee	20
Art Fee	6	Communication	4
First Grade Total	97	Report Card	1
<b>Second</b>		Social Studies	8
Reading/Writing	30	Science	7
Math	42	Art Fee	6
MAP/Scholastic Fee	20	<b>Fifth Grade Total</b>	<b>113</b>
Report Card	1		
Communication	4		
Art Fee	6		
Second Grade Total	103		

<b>Third</b>	
Reading/Writing	29
Math	42
MAP/Online Resource Fee	18
Report Card	1
Communication	4
Art Fee	6
<b>Third Grade Total</b>	<b>100</b>



# MIDDLE SCHOOL FEES FOR 2021/2022

June 18, 2021

## GENERAL FEES:

### 6<sup>th</sup> GRADE

\$26.50	ELA: Literature Support
\$14.00	Math: Workbooks
\$15.00	Social Studies: Workbooks
\$1.00	Science Supply Fee
\$4.00	Student Planner
\$10.00	Art Fee
\$3.50	Technology Fee
\$14.50	Online Resource Fee
<u>\$12.50</u>	Assessment Fee
\$101.00	

### 7<sup>th</sup> GRADE

\$26.50	ELA: Literature Support
\$14.00	Math: Workbooks
\$5.00	Science Supply Fee
\$4.00	Student Planner
\$10.00	Art Fee
\$3.50	Technology Fee
\$14.50	Online Resource Fee
<u>\$12.50</u>	Assessment Fee
\$90.00	

### 8<sup>th</sup> GRADE

\$26.50	ELA: Literature Support
\$14.00	Math: Workbooks
\$1.00	Science Supply Fee
\$4.00	Student Planner
\$10.00	Art Fee
\$3.50	Technology Fee
\$14.50	Online Resource Fee
<u>\$12.50</u>	Assessment Fee
\$86.00	

## ADDITIONAL COURSE FEES:

<u>\$4.00</u>	Algebra 1: Workbooks
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### Total Estimates Receipts:

141 6<sup>th</sup> grade students at \$101.00 per student = \$14,241.00  
147 7<sup>th</sup> grade students at \$90.00 per student = \$13,230.00  
157 8<sup>th</sup> grade students at \$86.00 per student = \$13,502.00  
30 Algebra 1 students at \$4.00 per student = \$120.00

**TOTAL \$41,093.00**



Proven Science Programs

**QUOTE**

Quote #	Quote Date	Page
90006225	5/27/2021	1

Quote good for 90 days  
LAB-AIDS terms: Net 30 days

**Bill To:**

Field Local Schools  
Field Loc Sch - Accts Pay  
2900 St Rt 43, Door #5  
Mogadore, OH 44260  
USA

**Ship To:**

Attn: Bethany Hudson  
Field Local Schools  
2900 St Rt 43, Door #5  
Mogadore, OH 44260  
USA

Quote Expires  
08/25/2021

Questions? Contact: Denis Baker, Science Curriculum Specialist at 614-298-1559 or dbaker@lab-aids.com

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		ET 30		PS - Ground			
REQUESTED BY		SALES REPRESENTATIVE		QUOTE DATE	OUR QUOTE #	CUSTOMER ID	
		DENIS BAKER		5/27/2021	90006225	4074FIE	
LN	DL	ORDER QUANTITY	DUE DATE	PART IDENTIFIER	DESCRIPTION COMMENTS	UNIT PRICE	EXTENDED PRICE
01	01	40.00	5/27/2021	NAC-2SBLM	NAC SB & LM SET, 2nd Edition	120.75	4830.00
02	01	75.00	5/27/2021	NAC-20LSP-7	A NATURAL APPROACH TO CHEMISTRY, 2ND EDITION ONLINE PORTAL FOR STUDENTS, 7-YEARS	25.00	1875.00
03	01	1.00	5/27/2021	NAC-20LTP-7	NAC, 2ND EDITION, ONLINE TEACHER PORTAL FOR 7-YEARS	799.00	799.00
04	01	9.00	5/27/2021	NAC-M01	A NATURAL APPROACH TO CHEMISTRY COMPLETE EQUIPMENT PACKAGE WITH LAB-MASTER SYSTEM	967.95	8711.55
05	01	9.00	5/27/2021	NAC-CS1	NATURAL APPROACH TO CHEMISTRY SINGLE STATION CHEMICAL PACKAGE	334.75	3012.75
06	01	75.00	5/27/2021	SLN-1	LAB-AIDS SCIENCE LAB NOTEBOOK	4.65	348.75
07	01	1.00	5/27/2021	S/H FROM 12% TO 10%	STUDENT PORTALS ARE BUY 5 YEARS GET 2 YEARS FREE	1690.30	1690.30
						Total.....	21,267.35

S/H DOES NOT INCLUDE PORTALS

[www.lab-aids.com](http://www.lab-aids.com)

Orders can be faxed or mailed to: 631-737-1286  
LAB-AIDS, Inc.  
17 Colt Court  
Ronkonkoma, NY 11779  
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Ms. Bethany Hudson  
 K-12 Curric/Instruct Director  
 Field Local School District  
 2900 State Route 43  
 Mogadore, OH 44260-9715  
 United States

Quote Number: 153729-1  
 Quote Creation Date: 06-03-2021  
 Quote Expiration Date: 09-30-2021  
 Quote Release: 1

Field Local\_Biology\_9-12

Price Quote Summary

Solution	Base Amount	Total
Miller Biology	\$ 15,460.44	\$ 15,460.44
<b>Solution Subtotal</b>	<b>\$ 15,460.44</b>	<b>\$ 15,460.44</b>
	<b>Shipping &amp; Handling</b>	<b>\$ 570.00</b>
		<b>Total \$ 16,030.44</b>

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
<b>Miller Biology</b>				
<b>Miller &amp; Levine Biology ©2019</b>				
9780328990023	MILLER LEVINE BIOLOGY 2019 STUDENT EDITION + DIGITAL COURSEWARE 6-YEAR LICENSE	\$110.97	70	\$7,767.90
9780328990030	MILLER LEVINE BIOLOGY 2019 DIGITAL COURSEWARE 6-YEAR LICENSE	\$91.47	80	\$7,317.60
9780328925131	MILLER LEVINE BIOLOGY 2019 TEACHER EDITION GRADE 9/10	\$187.47	2	\$374.94
	<b>Miller &amp; Levine Biology ©2019 Subtotal</b>			<b>\$ 15,460.44</b>
	<b>Miller Biology Subtotal</b>			<b>\$ 15,460.44</b>
	<b>Solution Subtotal</b>			<b>\$ 15,460.44</b>
			<b>Shipping and Handling</b>	<b>\$ 570.00</b>
			<b>Total</b>	<b>\$ 16,030.44</b>

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**QUOTE PREPARED FOR:**

Field Local Schools  
2900 STATE ROUTE 43  
MOGADORE, OH 44260-9715  
ACCOUNT NUMBER: 383543

**SUBSCRIPTION/DIGITAL CONTACT:**

Bethany Hudson  
bethany.hudson@fieldlocalschools.org  
(330) 673-2659

**CONTACT:**

Bethany Hudson  
bethany.hudson@fieldlocalschools.org  
(330) 673-2659

**SALES REP INFORMATION:**

Chelsea Kuncel  
chelsea.kuncel@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
<a href="#">Inspire Science: Physics ©2020</a>	\$0.00	\$0.00	\$0.00
<a href="#">Teacher Materials</a>	\$378.00	(\$378.00)	\$0.00
<a href="#">Student Materials</a>	\$6,540.00	\$0.00	\$6,540.00
<b>PRODUCT TOTAL*</b>	<b>\$6,918.00</b>	<b>(\$378.00)</b>	<b>\$6,540.00</b>
<b>ESTIMATED S&amp;H**</b>			\$258.72
<b>ESTIMATED TAX**</b>			\$0.00
<b>GRAND TOTAL*</b>			<b>\$6,798.72</b>

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

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QUOTE DATE: 06/15/2021

ACCOUNT NAME: Field Local Schools

EXPIRATION DATE: 07/30/2021

QUOTE NUMBER: CKUNC-06152021-004

ACCOUNT #: 383543

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>Inspire Science: Physics ©2020</b>					
<b>Inspire Science: Physics ©2020 Subtotal:</b>				<b>\$0.00</b>	<b>\$0.00</b>
<b>Teacher Materials</b>					
INSPIRE SCIENCE PHYSICS GRADES 9-12 TEACHER EDITION	978-0-07-688454-4	1	\$180.00	\$180.00	*Free Materials
INSPIRE PHYSICS ETEACHER EDITION 6 YEAR SUBSCRIPTION	978-0-07-685504-9	1	\$198.00	\$198.00	*Free Materials
<b>Teacher Materials Subtotal:</b>				<b>\$378.00</b>	<b>\$0.00</b>
<b>Student Materials</b>					
INSPIRE PHYSICS ESTUDENT EDITION 6 YEAR SUBSCRIPTION	978-0-07-685502-5	20	\$93.00	\$0.00	\$1,860.00
INSPIRE SCIENCE PHYSICS GRADES 9-12 COMPLETE STUDENT 6 YEAR BUNDLE	978-0-07-688449-0	40	\$117.00	\$0.00	\$4,680.00
<b>Student Materials Subtotal:</b>				<b>\$0.00</b>	<b>\$6,540.00</b>

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QUOTE DATE: 06/15/2021

ACCOUNT NAME: Field Local Schools

EXPIRATION DATE: 07/30/2021

QUOTE NUMBER: CKUNC-06152021-004

ACCOUNT #: 383543

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**QUOTE PREPARED FOR:**

Field Local Schools  
2900 STATE ROUTE 43  
MOGADORE, OH 44260-9715  
ACCOUNT NUMBER: 383543

**CONTACT:**

Bethany Hudson  
bethany.hudson@fieldlocalschools.org  
(330) 673-2659

VALUE OF ALL MATERIALS	\$6,918.00
FREE MATERIALS	(\$378.00)
<b>PRODUCT TOTAL*</b>	<b>\$6,540.00</b>
ESTIMATED SHIPPING & HANDLING**	\$258.72
ESTIMATED TAX**	\$0.00
<b>GRAND TOTAL</b>	<b>\$6,798.72</b>

**SUBSCRIPTION/DIGITAL CONTACT:**

Bethany Hudson  
bethany.hudson@fieldlocalschools.org  
(330) 673-2659

Comments:

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School Purchase Order Number: \_\_\_\_\_

\_\_\_\_\_  
Name of School Official (Please Print)

\_\_\_\_\_  
Signature of School Official

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QUOTE DATE: 06/15/2021

ACCOUNT NAME: Field Local Schools

EXPIRATION DATE: 07/30/2021

QUOTE NUMBER: CKUNC-06152021-004

ACCOUNT #: 383543

PAGE #: 3



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Quote will expire in 60 days from Order Date

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 44 Amogerone Crossway #7862  
 Greenwich, CT, 06836  
 Web: [www.activatelearning.com](http://www.activatelearning.com)  
 Email: [orders@activatelearning.com](mailto:orders@activatelearning.com)

Quote No.: 001010  
 Quote Date: 6/8/2021  
 Customer ID: 202007

BILL TO:	SHIP TO:
Field Local School District 2900 State Route 43 Mogadore OH 44260-9715 United States of America	Field Local School District 2900 State Route 43 Mogadore OH 44260-9715 United States of America

CUSTOMER P.O. NO.	TERMS
	Net 30 Days

FOB POINT	SHIPPING TERMS
	12% Standard Shipping & Handling

NO.	ITEM	QTY.	UOM	UNIT PRICE	EXTENDED PRICE
1	978-1-60720-860-0: Active Physics Student Edition, 3rd Edition, 3rd Printing	40.0000	EACH	135.99	5,439.60
2	978-1-60720-865-5: Active Physics Teacher Edition, Volume Set, 3rd Edition, 3rd Printing	1.0000	EACH	307.76	307.76
3	AP-IDE-S-FEE: Active Physics ALDP, Student Setup Fee / Campus (1st year only)	1.0000	EACH	350.00	350.00
4	AP-IDE-T-FEE: Active Physics IDE Teacher Activation Fee (1st year only)	1.0000	EACH	60.00	60.00
5	AP-IDE-T-6: Active Physics IDE, Teacher, 6 Year	1.0000	EACH	80.00	80.00
6	AP-IDE-S9U-6: Active Physics IDE, Student with 9 Chapters, 6 Years	10.0000	EACH	78.36	783.60
7	AP-IDE-S1U-6WP: Active Physics IDE, Student with Print, 1 Chapter, 6 Years (Print Book Purchase Required)	40.0000	EACH	22.00	880.00
8	AP-CH1-1GROUP: Driving The Roads Student Materials	8.0000	EACH	100.60	804.80
9	AP-CH2-1GROUP: Physics In Action Student Materials	8.0000	EACH	118.78	950.24
10	AP-CH2-1TEACHER: Physics In Action Teacher Materials	1.0000	EACH	425.40	425.40
11	AP-CH3-1GROUP: Safety Student Materials	8.0000	EACH	39.95	319.60
12	AP-CH3-1TEACHER: Safety Teacher Materials	1.0000	EACH	29.95	29.95
13	AP-CH4-1GROUP: Thrills and Chills Student Materials	8.0000	EACH	57.35	458.80
14	AP-CH4-1TEACHER: Thrills and Chills Teacher Materials	1.0000	EACH	27.00	27.00
15	AP-CH5-1GROUP: Let Us Entertain You Student Materials	8.0000	EACH	130.80	1,046.40





# Houghton Mifflin Harcourt

**Proposal**  
Prepared For  
**Field Local School District**

2900 State Route 43  
Mogadore OH 44260

Attention:  
Bethany Hudson  
bethany.hudson@fieldlocalschools.org

For the Purchase of:  
**Science Dimensions Chemistry 6 Year**

Prepared By  
Christine Smitley  
christine.smitley@hmhco.com

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

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Bethany Hudson  
bethany.hudson@fieldlocalschools.org

Customer Experience  
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k12orders@hmhco.com

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# Proposal for Field Local School District

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
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<b>Total Savings:</b>	<b>\$450.00</b>
<b>Subtotal Purchase Amount:</b>	<b>\$14,724.14</b>
<b>Shipping &amp; Handling:</b>	<b>\$373.39</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$15,097.53</b>

**\*\*Please add proper sales tax to your order\*\***

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Bethany Hudson  
bethany.hudson@fieldlocalschools.org

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6/17/2021

Pricing on this Proposal Guaranteed: **10/5/2021**

**Presented To:** Bethany Hudson (330) 673-2659 x5006, [bethany.hudson@fieldlocalschools.org](mailto:bethany.hudson@fieldlocalschools.org)

**Prepared By:** Tim Wennerstrom, (216) 401-9478, [tim.wennerstrom@cengage.com](mailto:tim.wennerstrom@cengage.com)

SHIP TO: Field Local School  
District  
Bethany Hudson  
2900 Door #5, State  
Route 43  
Mogadore, OH 44260  
USA

BILL TO: Field Local School  
District  
Bethany Hudson  
2900 Door #5, State  
Route 43  
Mogadore, OH 44260  
USA

Cengage Learning  
ATTN: Order Fulfillment  
10650 Toebben Drive  
Independence, KY 41051  
(800) 354-9706  
<http://NGL.Cengage.com/CustomerSupport>

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Quoted Products: Science/AE

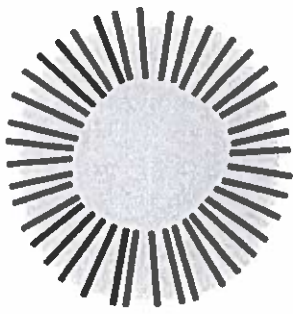
Qty	Update Qty	Product	Price	Quoted Price	Total
1		<a href="#">Annotated Instructor's Edition and Working Teacher's Edition for Bertino/Bertino's Forensic Science: Fundamentals &amp; Investigations, 3rd</a> Bertino/Bertino 3rd Edition [K12, 2021] 9780357361726 / 0357361725	\$150.00	\$0.00	<b>FREE</b>
30		<a href="#">K12 Bundle: Forensic Science : Fundamentals &amp; Investigations, 3rd Student Edition + MindTap (6-year access) + Pre/Post Precision Exams (1-year access)</a> Bertino/Bertino 3rd Edition [K12, 2021] 9780357564103 / 0357564103	\$136.50	\$136.50	\$4,095.00

Sub-Total: \$4,095.00  
+ Estimated Shipping and/or Process Fee: \$163.80

**TOTAL: \$4,258.80**  
**Total Savings: \$150.00**

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# EA education alternatives

## SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on \_\_\_\_\_ 2021, between **Field Local School District** (the "District"), an Ohio Public School, chartered under Chapter 3311 of the Ohio Revised Code, and **Education Alternatives** ("EA"), an Ohio nonprofit corporation, with offices at 5445 Smith Road, Cleveland, OH 44142 (the "Parties").

## BACKGROUND

WHEREAS, the District must provide a free and appropriate education ("FAPE") for its students, in accordance with state and federal laws;

WHEREAS, EA is an accredited service provider equipped to educate students with varying educational, emotional and physical needs and meet the students' FAPE requirements;

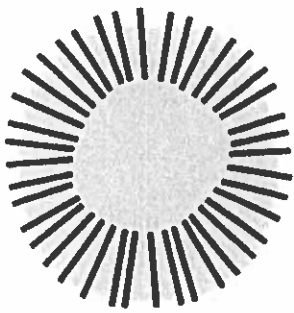
WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2021-2022 school year;

The Parties agree as follows:

### 1. EA Programming.

A. The District has the choice of five programs, depending upon the individual student's needs and the student's Individualized Education Program ("IEP") team determination.

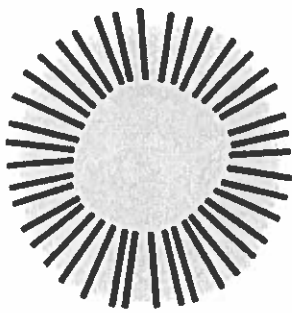
- i. Day Treatment Program. EA's Day Treatment program is a non-residential program where students are provided intense mental health services in conjunction with the student's educational programming. EA's program features a 1:6 staff to student ratio, an emphasis on social skills development and behavior management. This program is best suited for students on an IEP, whose behavior issues prevent him or her from learning in a traditional education environment.
- ii. ECHO Program. EA's "ECHO" program is a flexible computer and individual tutoring based learning model for students at risk of dropping out of school, in need of credit recovery, or wanting a non-traditional learning environment. ECHO primarily serves students in grades 9-12, but can accommodate middle school students. ECHO's classrooms are staffed by licensed intervention specialists, to assist the student when necessary. The ECHO program is not suitable for students who demonstrate significant emotional disturbance.
- iii. Coral Autism Program. EA's "Coral Autism Program" is a program for students with an autism designation who may also have behavioral difficulties, but cannot function in a day-treatment classroom. The Coral program has a 1:3 staff-to-student ratio and the environment is tailored to the students' particular needs.
- iv. Plato Pre-School. EA's "Plato Pre-School" is a program for students who may be exhibiting behavioral difficulties prior to Kingergarten. The program is tailored to social skills development and



---

behavior management for children ages 3-5.

- i. VisionQuest. EA's "VisionQuest" program is for 18-22 year-olds with moderate disabilities, who require assistance in community involvement, employment and independent living skills.
  - B. Due to the Covid-19 pandemic health crisis, EA may provide the above educational services remotely, through a variety of distance/online learning platforms. The District will be notified if an enrolled student is receiving services remotely, and the expected duration the educational services will be provided remotely. The per diem rates specified in Schedule A will apply whether the contracted services are provided on-site or remotely.
2. **Related Services**. The District is responsible for ensuring its students are provided related services designated by the student's IEP, including speech pathology, occupational therapy, and physical therapy services. EA will assist the District in providing these services, by permitting District personnel, and/or District independent contractors, to provide these services at EA facilities. The District shall be solely responsible for contacting and contracting with the licensed professionals who will provide these services to the District's students.
  3. **Term**. The term of this Agreement shall begin August 16th, 2021 and will automatically expire June 30th, 2022.
  4. **Rates and Billing**.
    - A. The District shall pay EA the per diem rate, shown in Schedule A attached to this Agreement, for each student enrolled by the District, not to exceed 182 educational school days. The educational school year includes all: teacher in-services, calamity days, truancy days in accordance with Section 5(B), absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.
    - B. The District shall pay EA the cost of providing the enrolled Day Treatment student's mental health services, if the student does not qualify for Ohio Medicaid behavioral health services. The per diem rates for such services are shown in Schedule A. If the student does qualify for Ohio Medicaid, then EA will bill the District for the lesser amount shown in Schedule A.
    - C. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.
  5. **Termination Of A Student's Placement**.
    - A. District's Obligations Cease. In the event that the District is no longer legally or financially obligated to provide educational services to a particular student, or if the student is discharged from EA for any reason, the parties' respective obligations under this Agreement for that particular student shall terminate.
    - B. Non-Attendance. EA will suspend billing if a student exceeds ten (10) consecutive absences.
    - C. FAPE. If the IEP team, in accordance with federal and state law, determines that a particular student is not benefiting from the EA's programming and services, the parties will terminate the student's placement at EA.



D. Student A Danger to Self or Others. In the event that a EA mental health professional identifies a student to be homicidal, or have a strong likelihood of inflicting bodily harm on himself/herself or others that is not likely to be mitigated by EA's therapeutic approach, then the Parties will provide a more appropriate educational placement or immediately terminate the student's placement at EA. A more appropriate placement may be in-home instruction provided by EA staff, as determined by the IEP team and the student's needs.

**6. Education Records.**

A. EA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifactor evaluations, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.

B. The District shall have access to its assigned students' educational records, and may request such records at any time. EA shall provide such records within fourteen (14) calendar days of the request.

C. Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.

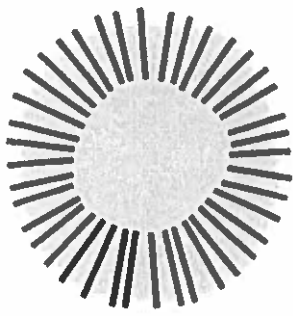
**7. Background Checks And Teacher Licenses.**

A. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.

B. EA represents and warrants that its teachers are special education teachers, holding current licenses in the state of Ohio.

8. **Insurance.** EA shall at all times during the Term, or any extension thereof, procure, maintain and keep in force general public liability insurance for claims for personal injury, death, or property damage, occurring in connection with EA, with limits of not less than Two Million Dollars (\$2,000,000.00) in respect to: death or injury of a single person or in respect to any one accident, and not less than One Million Dollars (\$1,000,000.00) per accident in respect to property damage.

9. **Indemnification.** EA, for itself and its agents, contractors, directors, employees, officers, representatives, successors and assigns hereby agrees to defend, indemnify, and hold harmless the District and its administrators, agents, attorneys, consultants, contractors, directors, employees, officers, owners, representatives, successors, assigns, and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by EA; or ii) any third party claims made by students, parents, or guardians arising out of the Day Treatment Services or use of EA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, EA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's breach of its obligations

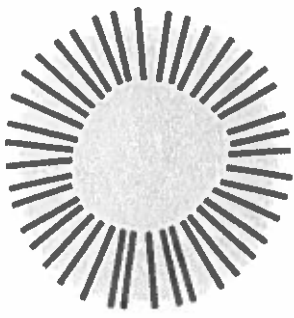


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set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1411-1419, or corresponding state special education law.

**10. Miscellaneous.**

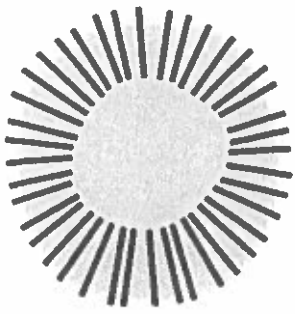
- A. **Merger.** This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.
- B. **Assignment.** EA shall not assign this Agreement without the written consent of the District.
- C. **Notices.** All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated EA email address.
- D. **Amendments.** All amendments to this Agreement shall be in writing and executed by both Parties.
- E. **Independent Contractor.** The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party's behalf.
- F. **Captions and Headings.** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.
- G. **Severability of Provisions.** Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- H. **Binding Effect.** This Agreement will extend to, benefit, and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.
- I. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original for all purposes and which together will constitute one and the same instrument. The parties agree that any duplicate of this Agreement, including electronic copies or photocopies, shall be deemed as sufficient evidence of the original Agreement.
- J. **Choice of Law.** This Agreement shall be governed and construed by the laws of the State of Ohio without regard to conflict of law principles.



**Schedule A**  
**Education Alternatives Per Diem Rates 2021-2022**

<b>Day Treatment Program</b> CARF-accredited educational and therapeutic program.	\$125 per day
<b>One-on-One Aide</b> Individualized services available in accordance with the student's IEP.	\$152 per day
<b>ECHO Program</b> Computer-based dropout prevention program.	\$45/per half day, <4 hours \$90/Full-Day, >4 hours
<b>VisionQuest</b> Transitional job training program for young adults with Autism/DD at EA Ravenna.	\$150 per day
<b>Plato Pre-School</b> Early childhood program at EA Ravenna.	\$125 per day
<b>Coral Autism Program</b> Specialized program for students on the autism spectrum.	\$178 per day





**EA** education  
alternatives

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

**EDUCATION ALTERNATIVES**

**Field Local School District**

By:

Gerald Swartz, Executive Director

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

Name: David Hefflinger

Title: Superintendent





**EA** education  
alternatives

3. **Term Of The Agreement.** This Agreement will commence July 1, 2021 and expire on June 30, 2022 (the "Term"). This Agreement will not automatically renew at the expiration of the Term.
4. **Daily Rates, Billing And Payment.**
- a. The District shall compensate EA **\$42.00 per day** for each contracted seat the District requires (the "Daily Rate"). If EA provides a monitor for the route, The District shall compensate an additional **\$65.00 per day**.
  - b. The District shall compensate EA an additional **\$25.00 per day**, per student, for any mid-school day routes, for which the student is transported alone (the "Additional Rate").
  - c. The District shall pay EA the Daily Rate and any Additional Rates, for the transportation of each student enrolled by the District, including calamity days, truancy, and absenteeism, not to exceed 180 days;
  - d. EA shall bill the District on a monthly basis, and the District shall pay each invoice within thirty days of receipt of the invoice.
  - e. In the event that the District is no longer financially responsible for the student, the District may choose to continue to contract the seat for another student or terminate use of the seat. If the District chooses to terminate the seat, the District will incur no further financial obligation under this contract in regards to the individual seat.
5. **Insurance.**
- a. General Corporate Liability. During the Term of this Agreement, EA shall procure and maintain commercial general liability insurance with policy limits of not less than a combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
  - b. Automobile Liability. EA will at all times during the term of this Agreement, maintain a vehicle insurance policy. Such coverage shall be in an amount of \$1,000,000, with an umbrella policy of \$5,000,000.
6. **Indemnification.** To the extent permissible by law, EA shall hold harmless, defend, indemnify, or cause to be reimbursed, the District, their respective Boards, agents and representatives, from all losses, damages, claims, causes of action, liabilities, fees, and costs of every kind and nature, caused by, relating to or arising from any act, neglect, default, or omission of EA, or by any person, firm or corporation employed by EA or acting directly or indirectly for EA in connection with EA's performance under this Agreement.
7. **Independent Contractor Relationship.** All persons directly or indirectly employed by EA to perform the services under this Agreement shall at all times during the performance of the services be and remain



employees or agents of EA, and at no time shall they be employees or agents of the District. Accordingly, EA shall be solely responsible for payment of any and all contributions, taxes or penalties now or hereafter imposed under any local, county, state or federal law due on account of EA's employees or agents, including but not limited to taxes and/or contributions for social security, Medicare, worker's compensation, unemployment and retirement.

8. **Waiver.** No waiver of any condition, covenant or breach of this Agreement by either party will imply or constitute a further waiver of the same or any other condition or covenant.
9. **Severability.** All agreements and covenants contained in this Agreement are severable and in the event that any of them are held invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements and covenants were not contained herein.
10. **Entire Understanding.** This Agreement sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing, signed by both parties.
11. **Exhibits.** All exhibits, amendments, addenda, or attachments, attached to this Agreement are fully incorporated and made a part by this reference.
12. **Captions.** The captions used as headings for the various sections of this Agreement are used as a matter of convenience for reference purposes only.
13. **Governing Law.** The construction, validity and performance of this Agreement shall be governed in all respects by the law of the State of Ohio, without regard to its conflicts of laws provision.
14. **Approval.** This contract shall be subject to the written approval of the District's authorized representative and shall not be binding until so approved.



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**STUDENT TRANSPORTATION AGREEMENT**

This Student Transportation Agreement (the “Agreement”) is entered into on \_\_\_\_\_, 2021, between **Field Local School District** (the “District”), an Ohio public school, chartered under Chapter 3311 of the Ohio Revised Code, and **EDUCATION ALTERNATIVES**, an Ohio nonprofit 501(c)(3) corporation, (“EA”).

**BACKGROUND**

WHEREAS, EA is in the business of providing transportation services for students of school districts throughout northeast Ohio;

WHEREAS, this Agreement engages EA to provide transportation services for the District during the 2021-2022 school year;

**THE PARTIES AGREE AS FOLLOWS:**

**1. Scope Of Services:** EA shall:

- a. Provide transportation services for the Districts’ students, based upon the District’s transportation needs during the Term of this Agreement; EA’s transportation services include pickup and drop-off of the students at their homes, or other locations mutually agreed upon by the parties;
- b. Organize the transportation routes including pick-up and drop-off times and schedules;
- c. Promptly communicate with the parents, guardians and the District when transportation issues arise. Transportation issues may include, but are not limited to the following: issues regarding pick-up/drop-off times, scheduling, immediate safety of students, and behavioral incidents;
- d. Comply with the applicable current federal, state, and local laws, rules, and regulations for the special education transportation of students in the state of Ohio, including but not limited to the Family Educational Rights and Privacy Act the Individuals with Disabilities in Education Act and Ohio Department of Education requirements.

**2. Representations And Warranties.** EA represents and warrants that:


- a. EA’s vehicles satisfy the safety requirements of the Ohio Department of Education, including following a structured preventative maintenance schedule for all vehicles;
- b. EA drivers are trained and certified through the Ohio Department of Education, and meet the Ohio Department of Education’s ongoing requirements of having a current driver’s license;
- c. EA employees providing services under this Agreement have satisfied applicable criminal records, background checks and hiring restrictions, imposed by law, including the requirements of ORC §§ 3319.39 and 3319.392; and



**EA** education  
alternatives

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

**EDUCATION ALTERNATIVES**

By:   
Gerald Swartz, Executive Director

**THE DISTRICT**

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

Name: \_\_\_\_\_

**FY 21  
AMENDED  
ANNUAL  
APPROPRIATIONS**

Fund Class/Name	Fund Number/SCC	
<b>GENERAL FUND</b>	<b>001</b>	<b>\$24,363,698.97</b>
<b>SPECIAL REVENUE</b>		
016 EMERGENCY	016	\$0.00
018 PUBLIC SUPPORT	018	\$35,375.17
019 OTHER GRANT	019	\$3,558.96
031 UNDERGROUND TANKS	031	\$0.00
034 MAINT. FUND OSFC PROJ.	034	\$0.00
300 ATHLETICS/DIST. ACT.	300	\$86,333.95
401 AUXILIARY SERVICES	401	\$0.00
432 EMIS	432	\$0.00
450 SCHOOL NET	450	\$0.00
451 ONENET	451	\$7,200.00
461 VOC. EDUC. ENHANCE.	461	\$3,000.00
467 STUDENT WELLNESS & SUCCESS	467	\$207,944.28
499 MISC. STATE GRANT	499	\$52,055.25
507 ESSER	507	\$606,754.91
510 RURAL/SMALL TOWN RELIEF	510	\$123,685.16
516 IDEA B	516	\$398,777.54
533 TITLE - II TECHNOLOGY	533	\$0.00
542 NUTRITION EDUCATION	542	\$0.00
551 LIMITED ENGLISH/IMMIGRANT	551	\$0.00
572 TITLE I - TA	572	\$292,710.33
584 IV SDFSC	584	\$0.00
587 PRESCHOOL GRANT	587	\$14,279.32
590 TITLE II - A TQU	590	\$51,716.03
599 MISC. FEDERAL GRANT	599	\$31,632.62
<b>TOTAL SPECIAL REVENUE</b>		<b>\$1,915,023.52</b>
<b>DEBT SERVICE</b>		
002 BOND RET. (Classroom Facilities)	002	\$18,051,434.44
002 DEBT RET. (H.B. 264)	002	\$89,152.92
002 DEBT RET. TAX ANT. NOTES	002	\$228,657.24
<b>TOTAL DEBT SERVICE</b>		<b>\$18,369,244.60</b>
<b>CAPITAL PROJECTS</b>		
003 PERM. IMPROVE.	003	\$2,243,095.78
004 H.B. 264 (ENERGY CONSERV.)	004	\$2,232.14
450 SCHOOL NET	450	\$0.00
<b>TOTAL CAPITAL PROJECTS</b>		<b>\$2,245,327.92</b>
<b>INTERNAL SERVICE</b>	<b>024</b>	<b>\$41,379.31</b>
<b>TOTAL INTERNAL SERVICE</b>		<b>\$41,379.31</b>
<b>PRIVATE PURPOSE TRUST FUND</b>		
007 SPECIAL TRUST	007	\$1,250.00
008 ENDOWMENT	008	\$1,500.00
<b>TOTAL PRIVATE PURP.TRUST FUNDS</b>		<b>\$2,750.00</b>
<b>ENTERPRISE</b>		
006 FOOD SERVICES	006	\$828,393.74
009 UNIFORM SCHOOL SUPPLIES	009	\$162,110.64
<b>TOTAL ENTERPRISE</b>		<b>\$990,504.38</b>
<b>FIDUCIARY</b>		
022 SPECIAL TRUST	022	\$394.29
200 STUDENT ACTIVITY	200	\$23,785.86
<b>TOTAL FIDUCIARY</b>		<b>\$24,180.15</b>
<b>Total Appropriations - All Fund Types</b>		<b>\$47,952,108.85</b>

**FY 22  
TEMPORARY  
ANNUAL  
APPROPRIATIONS**

Fund Class/Name	Fund Number/SCC	
<b>GENERAL FUND</b>	001	<b>\$6,090,924.74</b>
<b>SPECIAL REVENUE</b>		
016 EMERGENCY	016	\$0.00
018 PUBLIC SUPPORT	018	\$8,843.79
019 OTHER GRANT	019	\$889.74
031 UNDERGROUND TANKS	031	\$0.00
034 MAINT. FUND OSFC PROJ.	034	\$0.00
300 ATHLETICS/DIST. ACT.	300	\$21,583.49
401 AUXILIARY SERVICES	401	\$0.00
432 EMIS	432	\$0.00
450 SCHOOL NET	450	\$0.00
451 ONENET	451	\$1,800.00
461 VOC. EDUC. ENHANCE.	461	\$750.00
467 STUDENT WELLNESS & SUCCESS	467	\$51,986.07
499 MISC. STATE GRANT	499	\$13,013.81
507 ESSER	507	\$151,688.73
510 RURAL/SMALL TOWN RELIEF	510	\$30,921.29
516 IDEA B	516	\$99,694.39
533 TITLE - II TECHNOLOGY	533	\$0.00
542 NUTRITION EDUCATION	542	\$0.00
551 LIMITED ENGLISH/IMMIGRANT	551	\$0.00
572 TITLE I - TA	572	\$73,177.58
584 IV SDFSC	584	\$0.00
587 PRESCHOOL GRANT	587	\$3,569.83
590 TITLE II - A TQU	590	\$12,929.01
599 MISC. FEDERAL GRANT	599	\$7,908.16
		\$0.00
<b>TOTAL SPECIAL REVENUE</b>		<b>\$478,755.88</b>
<b>DEBT SERVICE</b>		
002 BOND RET. (Classroom Facilities)	002	\$362,800.00
002 DEBT RET. (H.B. 264)	002	\$22,288.23
002 DEBT RET. TAX ANT. NOTES	002	\$57,164.31
<b>TOTAL DEBT SERVICE</b>		<b>\$442,252.54</b>
<b>CAPITAL PROJECTS</b>		
003 PERM. IMPROVE.	003	\$100,000.00
004 H.B. 264 (ENERGY CONSERV.)	004	\$558.04
450 SCHOOL NET	450	\$0.00
<b>TOTAL CAPITAL PROJECTS</b>		<b>\$100,558.04</b>
<b>INTERNAL SERVICE</b>	024	\$10,344.83
<b>TOTAL INTERNAL SERVICE</b>		<b>\$10,344.83</b>
<b>PRIVATE PURPOSE TRUST FUND</b>		
007 SPECIAL TRUST	007	\$312.50
008 ENDOWMENT	008	\$375.00
<b>TOTAL PRIVATE PURP. TRUST FUNDS</b>		<b>\$687.50</b>
<b>ENTERPRISE</b>		
006 FOOD SERVICES	006	\$207,098.44
009 UNIFORM SCHOOL SUPPLIES	009	\$40,527.66
<b>TOTAL ENTERPRISE</b>		<b>\$247,626.10</b>
<b>FIDUCIARY</b>		
022 SPECIAL TRUST	022	\$98.57
200 STUDENT ACTIVITY	200	\$5,946.47
<b>TOTAL FIDUCIARY</b>		<b>\$6,045.04</b>
<b>Total Appropriations - All Fund Types</b>		<b>\$7,377,194.66</b>





**Pepple & Waggoner, Ltd.**

ATTORNEYS AT LAW

**Daniel L. Lautar, Esq.**  
5005 Rockside Road, Suite 260  
Cleveland, Ohio 44131-6808  
t: 216-520-0088 | f: 216-520-0044  
dlautar@pepple-waggoner.com

April 30, 2021

**VIA ELECTRONIC MAIL ONLY**

Mr. David O. Heflinger  
Superintendent  
Field Local School District  
2900 State Route 43, Door #5  
Mogadore, OH 44260  
david.heflinger@fieldlocalschools.org

Re: Board Policy Updates  
Our File No. 381-7-15

Dear Mr. Heflinger:

Enclosed please find Board policies which have been updated as part of our commitment to ensuring that your District maintains compliance with Ohio law. For each policy enclosed, I have provided a marked-up copy with revisions indicated in strike-out and bold font, as well as a clean copy of the policy to offer to your Board for adoption. I discuss below some of the reasons for the recommended changes.

**2.05 Evaluation of Administrators**

House Bill 404, which took effect on November 11, 2020, extends to the 2021-2022 school year the prohibition against using certain academic growth data to measure student learning attributable to teachers, principals, or school counselors while conducting performance evaluations. As such, this extension has been incorporated into this Board policy to ensure compliance with the law next school year.

**3.05 Staff Conduct**

This Board policy has been revised to counteract a line of argument recently attempted by union leadership with respect to enforcement of the Licensure Code of Professional Conduct for Ohio Educators ("Code"). It was argued that without an express reference to the Code in Board policy or the applicable negotiated agreement, school district administrations have no basis to implement discipline for violations of the Code, as only the State Board of Education determines whether the Code has been violated. While the union's argument is tenuous at best, incorporating a reference to the Code within Board policy helps to foreclose the possibility of its success.

#### **6.04 Intra-District Open Enrollment**

As students returned to in-person instruction, districts have experienced an increased interest from parents in placing their students at particular school buildings within their school district. In response, this Board policy has been expanded to set forth all of the requirements and limitations under R.C. 3313.97 applicable to a school district's decision to permit a student to attend school at their building of choice. Please note that to complete the Board policy, the District will have to establish an application deadline and a date for when notice of acceptance or rejection will be provided by the District. Further, the District will need to determine whether permanent transfers will be permitted, or whether application must be made each year.

#### **6.56 Maintenance and Use of Glucagon [NEW]**

Ohio House Bill 231 (effective April 21, 2021), creates a new section of the Ohio Revised Code (R.C. 3313.7115) that authorizes boards of education to procure injectable or nasally administered glucagon. Glucagon is a drug that raises the level of glucose (sugar) in a person's blood, and is used to treat severe hypoglycemia (low blood sugar). As with epinephrine autoinjectors, the District must obtain a prescription for the drugs and store them at a location identified by the District in the Board policy. Aside from nurses and trainers, only individuals who have received training may administer the drug to students. Any time the drug is administered in an emergency situation, medical service providers must be contacted and the incident reported to the Ohio Department of Education. The location in each building where the glucagon will be stored must be included in paragraph 3 of the policy prior to adoption by the Board.

#### **8.13 Procurement with Federal Grants/Funds**

Recent school district food service program audits have brought attention to certain requirements with respect to procurement procedures used when dealing with federal grants. Specifically, auditors have sought for school districts to include provisions in their federal grant Board policies regarding real or apparent conflicts of interest and assigning employees or contractors to be responsible for the administration of such contracts. These requirements have been built into this Board policy to provide evidence to auditors of the Board's efforts at compliance with federal law.

#### **9.25 Emergency Management Plan**

Ohio House Bill 123, which took effect on March 24, 2021, requires school districts to create a threat assessment team for each school building serving grades six through 12. Upon appointment and once every three years thereafter, each team member must complete an approved threat assessment training program from the list maintained by the Department of Public Safety. Each building must include proof of completion of an

Mr. David O. Heflinger  
April 30, 2021  
Page 3

approved training program by each team member in the building's emergency management plan submission to the Director of Public Safety. Further, beginning next school year, school districts must register with the SaferOH tip line operated by the Department of Public Safety, or enter into an agreement with an anonymous reporting program of the District's choosing, and annually submit disaggregated data to the Ohio Department of Education and to the Department of Public Safety at the end of each school year.

If you have any comments or questions regarding these policy changes or any of the information contained in this letter, please do not hesitate to contact me.

Very truly yours,



Daniel L. Lautar

DLL/dlm  
Enclosures

### **EVALUATION OF ADMINISTRATORS**

Each assistant superintendent, director, principal, assistant principal, and other administrator shall be evaluated through this written evaluation procedure and in compliance with O.R.C. §3319.02. In the event of any conflict between this procedure and O.R.C. §3319.02, the provisions of O.R.C. §3319.02 shall apply as if incorporated into this procedure. As used in this procedure, the term “administrator” applies to any person whose evaluations are subject to the requirements of O.R.C. §3319.02.

- A. The evaluation shall be conducted by the Superintendent or his/her designee.
- B. The evaluation shall measure each administrator’s effectiveness in performing the duties included in the applicable job description. For principals and assistant principals, the evaluation shall be based on standards comparable to the Ohio Teacher Evaluation System (OTES), as provided in O.R.C. §3319.111, but tailored to the duties and responsibilities of principals and assistant principals and the environment in which they work. The Board shall from time to time adopt and revise administrator job descriptions to implement this procedure.
- C. The Superintendent or his/her designee may reference the standards-based model of the Ohio Principal Evaluation System (OPES) to evaluate the performance of principals and assistant principals.
- D. In any school year that the administrator’s contract is not due to expire, at least one evaluation shall be completed in that year. A written copy of the evaluation shall be provided to the administrator no later than the end of the administrator’s contract year as defined by the administrator’s annual salary notice.
- E. In any school year that the administrator’s contract of employment is due to expire, at least a preliminary evaluation and at least a final evaluation shall be completed in that year. A written copy of the preliminary evaluation shall be provided to the administrator at least sixty days prior to any action by the Board on the administrator’s contract of employment. The final evaluation shall indicate the Superintendent’s intended recommendation to the Board regarding a contract of employment for the administrator. A written copy of the final evaluation shall be provided to the administrator at least five days prior to the Board’s acting to renew or not renew the contract.
- F. Before taking action to renew or non-renew the contract of an administrator and prior to the first day of June of the year in which the administrator’s contract expires, the administrator shall be given written notice of the date that the contract expires and that the administrator may request a meeting with the Board. Upon request by the administrator, the Board shall grant the administrator a meeting in

executive session. In that meeting, the Board shall discuss its reasons for considering the renewal or nonrenewal of the contract. The administrator shall be permitted to have a representative of the administrator's choice at the meeting.

- G. The evaluation shall be considered by the Board in deciding whether to renew the administrator's contract.
- H. If the Board takes action to non-renew the contract of an administrator, the administrator shall be provided with written notice of the Board's action on or before the first day of June of the year in which the administrator's contract expires.
- I. The establishment of this procedure shall not create an expectancy of continued employment. Nothing contained herein shall prevent the Board from making the final determination regarding the renewal or nonrenewal of the administrator's contract, provided the administrator has been given the evaluations required by this procedure and the opportunity, upon request, to meet with the Board as required by this procedure.

The Board shall not use value-added progress dimension data, any other high-quality student data, or any other student academic growth data to measure student learning attributable to a principal while conducting performance evaluations under Sections 3319.02, 3319.111, and 3319.112 of the Revised Code for the 2020-2021 or 2021-2022 school years. Rather, the Board shall use only the other evaluation factors and components prescribed under Sections 3319.02, 3319.111, and 3319.112 of the Revised Code to conduct a principal's performance evaluation under those sections for that school year. The Board may consider, as part of a principal's evaluation, how that principal collects, analyzes, and uses student data, including student academic growth data, to adapt instruction to meet individual student needs or to improve the principal's practice.

LEGAL REFS: O.R.C. §3319.02

Adopted: August 10, 2015

Revised: September 14, 2020

Revised: \_\_\_\_\_

### **EVALUATION OF ADMINISTRATORS**

Each assistant superintendent, director, principal, assistant principal, and other administrator shall be evaluated through this written evaluation procedure and in compliance with O.R.C. §3319.02. In the event of any conflict between this procedure and O.R.C. §3319.02, the provisions of O.R.C. §3319.02 shall apply as if incorporated into this procedure. As used in this procedure, the term “administrator” applies to any person whose evaluations are subject to the requirements of O.R.C. §3319.02.

- A. The evaluation shall be conducted by the Superintendent or his/her designee.
- B. The evaluation shall measure each administrator’s effectiveness in performing the duties included in the applicable job description. For principals and assistant principals, the evaluation shall be based on standards comparable to the Ohio Teacher Evaluation System (OTES), as provided in O.R.C. §3319.111, but tailored to the duties and responsibilities of principals and assistant principals and the environment in which they work. The Board shall from time to time adopt and revise administrator job descriptions to implement this procedure.
- C. The Superintendent or his/her designee may reference the standards-based model of the Ohio Principal Evaluation System (OPES) to evaluate the performance of principals and assistant principals.
- D. In any school year that the administrator’s contract is not due to expire, at least one evaluation shall be completed in that year. A written copy of the evaluation shall be provided to the administrator no later than the end of the administrator’s contract year as defined by the administrator’s annual salary notice.
- E. In any school year that the administrator’s contract of employment is due to expire, at least a preliminary evaluation and at least a final evaluation shall be completed in that year. A written copy of the preliminary evaluation shall be provided to the administrator at least sixty days prior to any action by the Board on the administrator’s contract of employment. The final evaluation shall indicate the Superintendent’s intended recommendation to the Board regarding a contract of employment for the administrator. A written copy of the final evaluation shall be provided to the administrator at least five days prior to the Board’s acting to renew or not renew the contract.
- F. Before taking action to renew or non-renew the contract of an administrator and prior to the first day of June of the year in which the administrator’s contract expires, the administrator shall be given written notice of the date that the contract expires and that the administrator may request a meeting with the Board. Upon request by the administrator, the Board shall grant the administrator a meeting in

executive session. In that meeting, the Board shall discuss its reasons for considering the renewal or nonrenewal of the contract. The administrator shall be permitted to have a representative of the administrator's choice at the meeting.

- G. The evaluation shall be considered by the Board in deciding whether to renew the administrator's contract.
- H. If the Board takes action to non-renew the contract of an administrator, the administrator shall be provided with written notice of the Board's action on or before the first day of June of the year in which the administrator's contract expires.
- I. The establishment of this procedure shall not create an expectancy of continued employment. Nothing contained herein shall prevent the Board from making the final determination regarding the renewal or nonrenewal of the administrator's contract, provided the administrator has been given the evaluations required by this procedure and the opportunity, upon request, to meet with the Board as required by this procedure.

The Board shall not use value-added progress dimension data, any other high-quality student data, or any other student academic growth data to measure student learning attributable to a principal while conducting performance evaluations under Sections 3319.02, 3319.111, and 3319.112 of the Revised Code for the 2020-2021 or 2021-2022 school years. Rather, the Board shall use only the other evaluation factors and components prescribed under Sections 3319.02, 3319.111, and 3319.112 of the Revised Code to conduct a principal's performance evaluation under those sections for that school year. The Board may consider, as part of a principal's evaluation, how that principal collects, analyzes, and uses student data, including student academic growth data, to adapt instruction to meet individual student needs or to improve the principal's practice.

LEGAL REFS: O.R.C. §3319.02

Adopted: August 10, 2015  
Revised: September 14, 2020  
Revised: \_\_\_\_\_

### STAFF CONDUCT

District employees are expected to conduct themselves in a professional manner at all times, especially when engaged in the activities of educating or supporting the education of the District's students.

Responsibility for acceptable conduct and dress will rest primarily with the employee as a professional individual. They are to follow all of the state and federal laws and regulations required of them and the policies and procedures of the Board of Education and directives and recommendations from their supervisors.

Employees are to strive to keep current with not only the latest educational aspects of their positions, but with all aspects of their particular duties.

Staff members shall not leave students unsupervised and shall strive to provide a safe learning environment for students and staff. Only staff members or other qualified adults shall be permitted to supervise students.

The Board believes that an appropriately dressed employee is a more suitable role model. Personal appearance also has direct bearing on teaching and support staff authority, confidence, and the self-esteem of students, administrators, and other staff. Therefore, the dress, grooming, and personal hygiene of each employee must be appropriate at all times and:

- A. Present a professional, identifiable appearance for students, parents and the community;
- B. Dress in a manner consistent with their professional responsibilities;
- C. Promote a positive work environment;
- D. Foster respect and confidence;
- E. Ensure safety.

The Superintendent, Treasurer, and Business Manager shall file the appropriate Ohio Ethics Commission disclosure statement, as set forth in O.R.C. §102.02. The aforementioned administrators shall not use or authorize the authority or influence of office or employment to secure, promise, offer, solicit, accept, or give of anything of value that is of such a character as to manifest a substantial and improper influence upon such administrator.



Consistent with the educational mission of the District, staff members shall maintain a professional relationship with students at all times. Staff members shall not fraternize with students, regardless of whether such fraternization occurs on or off of District property, or during or after the school day. This prohibition includes, but is not limited to fraternization occurring in person, through phone calls, text messages, social media, or other digital correspondence. Staff members shall further avoid the appearance of an improper relationship with students.

All staff members shall address one another, and the members of the public with whom they interact in the performance of their duties, with courtesy and respect.

**It shall be a violation of this Board policy for a teacher to engage in conduct unbecoming of the teaching profession, as set forth in the Licensure Code of Professional Conduct for Ohio Educators adopted by the State Board of Education.**

LEGAL REFS.: O.R.C. §§102.02, 102.03

Adopted: August 10, 2015  
Revised: November 21, 2016  
Revised: November 18, 2019  
Revised: September 14, 2020  
Revised: \_\_\_\_\_

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LEGAL REFS.: O.R.C. §§102.02, 102.03

Adopted: August 10, 2015  
Revised: November 21, 2016  
Revised: November 18, 2019  
Revised: September 14, 2020  
Revised: \_\_\_\_\_

### MAINTENANCE AND USE OF GLUCAGON

Glucagon is a drug that raises the level of glucose (sugar) in a person's blood. It is commonly given by injection or nasally, and is used to treat severe hypoglycemia (low blood sugar). The Board may procure injectable or nasally administered glucagon for each school in the District to have on the school premises for use in emergency situations, as reasonably determined by the individual administering the glucagon.

#### Procedures

If the Board procures glucagon, the following procedures shall be complied with:

1. A licensed health professional authorized to prescribe drugs shall personally furnish the injectable or nasally administered glucagon to the District or issue a prescription for the glucagon in the name of the District.
2. The Superintendent shall obtain a prescriber-issued protocol that includes definitive orders for injectable or nasally administered glucagon and the dosages to be administered.
3. Injectable or nasally administered glucagon shall be stored at one or more of the following locations in each school building:

Health Clinic/Nurses Station

4. Injectable or nasally administered glucagon must be stored, replaced, and disposed of in accordance with the instructions provided by the manufacturer and/or prescriber.
5. A school nurse licensed under R.C. 3319.221, an athletic trainer licensed under Chapter 4755 of the Ohio Revised Code, and any other District employee or contractor who has received the necessary training specified in Section 6 of this Board Policy may access and use injectable or nasally administered glucagon in an emergency situation, as reasonably determined by such individual.
6. The District's school nurse or another licensed healthcare provider, as determined by the Superintendent, shall provide training to Board employees and contractors seeking to be authorized to access and use glucagon in accordance with this Board Policy. Such training shall include lessons on proper storage and use, as well as symptoms and other indications that the emergency use of glucagon is medically necessary. Such training must be completed before an employee or contractor is authorized to access and use glucagon.

7. Assistance from an emergency medical service provider shall be requested immediately after a dose of glucagon is administered.
8. A dose of glucagon may be administered only in an emergency situation to District students.
9. The District shall report to the Ohio Department of Education each procurement and each occurrence in which a dose of the glucagon is used from its supply.

#### Immunity from Tort Liability

Members of the Board, the District, employees, contractors, and licensed health professionals authorized to prescribe drugs, who personally furnish or prescribe injectable or nasally administered glucagon, who consult with the Superintendent or issue a protocol pursuant to this policy, are not liable for damages in a civil action for injury, death, or loss to person or property that allegedly arises from an act or omission associated with procuring, maintaining, accessing, or using injectable or nasally administered glucagon under this section, unless the act or omission constitutes willful or wanton misconduct

The Superintendent consulted with a licensed health professional authorized to prescribe drugs before the adoption of this policy.

LEGAL REFS: O.R.C. §3313.7115

Adopted: \_\_\_\_\_

### **PROCUREMENT WITH FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for with 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, and Board policy.

The Superintendent shall maintain a procurement and contract administration system in accordance with the “Procurement Standards” set forth in §§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 Uniform Grant Guidance Board policy.

Board employees, officers, and agents who have purchasing authority shall abide by the standards of conduct governing conflicts of interest and governing the actions of employees, officers, and agents engaged in the selection, award, and administration of contracts set forth in Board policy and Ohio Ethics Law. **Specifically, no employee, officer, or agent of the District shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the District shall neither solicit nor accept gratuities, favors, or anything beyond nominal monetary value from contractors or parties to sub-agreements. Disciplinary action may be implemented for violations of this policy.**

The District shall avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. 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.

#### **Contract Provisions**

**Procurement contracts shall, at a minimum, include the terms and conditions that are required by the applicable federal procurement regulations.**

**For spending related to the child nutrition program funds, contracts shall require the following clauses: termination for cause and convenience, contract work hours/safety standards, Davis Bacon Act provisions, rights to interventions made under a contract, debarment and suspension, and the Byrd Anti-Lobbying Amendment language. To the**

**extent required by law, the District shall require that the person awarded a contract satisfy the bonding requirements set forth in the applicable federal regulations.**

**The District and vendor shall comply with the Buy American Provision for all solicitations and contracts that involve the purchase of food, USDA Regulations (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products.**

### **Administration**

**One or more District employees or contractors shall be delegated responsibility for the administration of all procurement contracts and for ensuring that the party awarded the contract satisfies the terms of the procurement contract.**

### **Competition**

All procurement transactions shall be conducted in a manner that encourages full and open competition. In order to ensure 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:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding requirements;
3. Noncompetitive contracts to consultants that are on retainer contracts;
4. Noncompetitive pricing practices between firms or between affiliated companies;
5. Organizational conflicts of interest;
6. Specifying only a 'brand name' product instead of allowing for an "equal" product to be offered and describing the performance or other relevant requirements of the procurement;
7. Any arbitrary action in the procurement process.

The District shall not use statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except where an applicable

federal statute expressly mandates or encourages a geographic preference. When the District is contracting for architectural and engineering services, 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.

If the District uses a pre-qualified list of persons, firms or products to acquire goods and services, such list shall include enough qualified sources as to ensure maximum open and free competition.

### **Solicitation Language**

All solicitations must 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 one of the following methods of procurement:

1. **Micro-Purchases**

The aggregate dollar amount does not exceed the threshold established in 2 C.F.R. §200.67 or by the Office of Federal Financial Management, whichever is greater. To the extent practicable, the District will distribute such purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive bids if the Board considers the price reasonable.

2. **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. Small purchase procedures require that



price or rate quotations shall be obtained from an adequate number of qualified sources.

3. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment requires competitive bidding under Ohio law or Board policy 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:

- A. A complete, adequate, and realistic specification or purchase description is available;
- B. Two (2) or more responsible bidders are willing and able to compete effectively for the business; and
- C. 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.

If sealed bids are used, the following requirements apply:

- A. Bids shall be solicited in accordance with the provisions of state law and Board policy. Bids shall be solicited from an adequate number of qualified suppliers, providing them sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
- B. The invitation for bids, which will include product/contract specifications and pertinent attachments, must define the items and/or services required in order for the bidder to properly respond.
- C. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
- D. 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.

- E. The Board reserves the right to reject any or all bids for sound documented reason(s).

#### 4. Competitive Proposals

Procurement by competitive proposal is normally conducted with more than one (1) source submitting an offer and either a fixed price or cost-reimbursement type contract is awarded. It 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.

If this method is used, the following requirements apply:

- A. 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.
- B. Proposals shall be solicited from an adequate number of sources.
- C. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
- D. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- E. 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.

#### 5. Noncompetitive Proposals

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

- A. The item is available only from a single source
- B. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
- C. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
- D. 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 the Simplified Action Threshold established in 2 C.F.R. §200.88 or by the Office of Federal Financial Management, whichever is greater, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation but 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 for each contract in which there is no price competition and in all cases where cost analysis is performed. 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 after a determination that no other contract is suitable 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 (1) the actual costs of materials; and (2) 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 Board 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. Consideration will be given to such matters 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 shall not subcontract with or award subgrants to any person or company who is debarred or suspended. In accordance with 2 C.F.R. §180.300, 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; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor.

### **Bid Protest**

The following procedure shall be used to resolve disputes relating to procurements.

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 shall maintain records sufficient to detail the history of all procurements. These records will include, but not be limited to 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).

**Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms**

The District will take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms, as identified by the U.S. Department of Labor, are used, when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in Sections (1) through (5) above.

LEGAL REFS.: 2 C.F.R. §§200.317 - .326

M-18-18, Implementing Statutory Changes to the Micro-Purchase and the Simplified Action Thresholds for Financial Assurance, Office of Federal Financial Management, June 20, 2018

Adopted: November 21, 2016

Revised: December 10, 2018

Revised: \_\_\_\_\_

### **PROCUREMENT WITH FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for with 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, and Board policy.

The Superintendent shall maintain a procurement and contract administration system in accordance with the “Procurement Standards” set forth in §§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 Uniform Grant Guidance Board policy.

Board employees, officers, and agents who have purchasing authority shall abide by the standards of conduct governing conflicts of interest and governing the actions of employees, officers, and agents engaged in the selection, award, and administration of contracts set forth in Board policy and Ohio Ethics Law. Specifically, no employee, officer, or agent of the District shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the District shall neither solicit nor accept gratuities, favors, or anything beyond nominal monetary value from contractors or parties to sub-agreements. Disciplinary action may be implemented for violations of this policy.

The District shall avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. 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.

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Procurement contracts shall, at a minimum, include the terms and conditions that are required by the applicable federal procurement regulations.

For spending related to the child nutrition program funds, contracts shall require the following clauses: termination for cause and convenience, contract work hours/safety standards, Davis Bacon Act provisions, rights to interventions made under a contract, debarment and suspension, and the Byrd Anti-Lobbying Amendment language. To the extent required by law, the District

shall require that the person awarded a contract satisfy the bonding requirements set forth in the applicable federal regulations.

The District and vendor shall comply with the Buy American Provision for all solicitations and contracts that involve the purchase of food, USDA Regulations (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products.

### **Administration**

One or more District employees or contractors shall be delegated responsibility for the administration of all procurement contracts and for ensuring that the party awarded the contract satisfies the terms of the procurement contract.

### **Competition**

All procurement transactions shall be conducted in a manner that encourages full and open competition. In order to ensure 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:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding requirements;
3. Noncompetitive contracts to consultants that are on retainer contracts;
4. Noncompetitive pricing practices between firms or between affiliated companies;
5. Organizational conflicts of interest;
6. Specifying only a 'brand name' product instead of allowing for an "equal" product to be offered and describing the performance or other relevant requirements of the procurement;
7. Any arbitrary action in the procurement process.

The District shall not use statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except where an applicable

federal statute expressly mandates or encourages a geographic preference. When the District is contracting for architectural and engineering services, 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.

If the District uses a pre-qualified list of persons, firms or products to acquire goods and services, such list shall include enough qualified sources as to ensure maximum open and free competition.

### **Solicitation Language**

All solicitations must 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 one of the following methods of procurement:

1. **Micro-Purchases**

The aggregate dollar amount does not exceed the threshold established in 2 C.F.R. §200.67 or by the Office of Federal Financial Management, whichever is greater. To the extent practicable, the District will distribute such purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive bids if the Board considers the price reasonable.

2. **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. Small purchase procedures require that



price or rate quotations shall be obtained from an adequate number of qualified sources.

3. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment requires competitive bidding under Ohio law or Board policy 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:

- A. A complete, adequate, and realistic specification or purchase description is available;
- B. Two (2) or more responsible bidders are willing and able to compete effectively for the business; and
- C. 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.

If sealed bids are used, the following requirements apply:

- A. Bids shall be solicited in accordance with the provisions of state law and Board policy. Bids shall be solicited from an adequate number of qualified suppliers, providing them sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
- B. The invitation for bids, which will include product/contract specifications and pertinent attachments, must define the items and/or services required in order for the bidder to properly respond.
- C. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
- D. 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.

- E. The Board reserves the right to reject any or all bids for sound documented reason(s).

#### 4. Competitive Proposals

Procurement by competitive proposal is normally conducted with more than one (1) source submitting an offer and either a fixed price or cost-reimbursement type contract is awarded. It 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.

If this method is used, the following requirements apply:

- A. 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.
- B. Proposals shall be solicited from an adequate number of sources.
- C. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
- D. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- E. 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.

#### 5. Noncompetitive Proposals

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

- A. The item is available only from a single source
- B. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
- C. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
- D. 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 the Simplified Action Threshold established in 2 C.F.R. §200.88 or by the Office of Federal Financial Management, whichever is greater, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation but 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 for each contract in which there is no price competition and in all cases where cost analysis is performed. 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 after a determination that no other contract is suitable 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 (1) the actual costs of materials; and (2) 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 Board 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. Consideration will be given to such matters 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 shall not subcontract with or award subgrants to any person or company who is debarred or suspended. In accordance with 2 C.F.R. §180.300, 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; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor.

### **Bid Protest**

The following procedure shall be used to resolve disputes relating to procurements.

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 shall maintain records sufficient to detail the history of all procurements. These records will include, but not be limited to 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).

**Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms**

The District will take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms, as identified by the U.S. Department of Labor, are used, when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in Sections (1) through (5) above.

LEGAL REFS.: 2 C.F.R. §§200.317 - .326

M-18-18, Implementing Statutory Changes to the Micro-Purchase and the Simplified Action Thresholds for Financial Assurance, Office of Federal Financial Management, June 20, 2018

Adopted: November 21, 2016  
Revised: December 10, 2018  
Revised: \_\_\_\_\_

### **EMERGENCY MANAGEMENT PLAN**

The Administration is directed to prepare a comprehensive emergency management plan for each school building. The plan shall examine the environmental conditions and operations of each building to determine potential hazards to student and staff safety and shall consider operating changes to promote the prevention of potentially dangerous problems and circumstances. The Administration is to involve community law enforcement and safety officials, parents of students who are assigned to the building, and teachers and nonteaching employees who are assigned to the building. Remediation strategies shall be incorporated into the plan for any building where documented safety problems have occurred.

The following shall be incorporated into the plan:

- A. A protocol for addressing serious threats to the safety of school property, students, employees, or administrators;
- B. A protocol for responding to any emergency events that do occur and that compromise the safety of school property, students, employees, or administrators.

Each protocol shall include procedures deemed appropriate by the Board of Education for responding to threats and emergency events, respectively, including such thing as notification of appropriate law enforcement personnel, calling upon specified emergency response personnel for assistance, and informing parents of affected students. Prior to the first day of the school year, the Administration shall inform each enrolled student and his/or her parents of the parental notification procedures.

The Board shall update the emergency management plan at least once every three years and whenever a major modification to the building requires changes in the procedures outlined in the plan.

The Board shall file a copy of the current emergency management plan and building blueprint with each law enforcement agency that has jurisdiction over the school building and, upon request, the fire department that serves the political subdivision in which the school building is located. The Board shall also file a copy of the current emergency management plan and a floor plan of the building, but not a building blueprint, with the attorney general, who shall post that information on the Ohio law enforcement gateway or its successor. Additionally, the Board shall submit an electronic copy of the emergency management plan to the Ohio Department of Education (“ODE”) not less than once every three (3) years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes.

Any time the Board updates the emergency management plan, the Board shall file copies, not later than the tenth day after the revision is adopted and in accordance with ODE rules, with the ODE and with any entity with which the Board has previously filed a copy of the plan.

The Administration shall prepare and conduct at least one annual emergency management test, in accordance with the rules adopted by the State Board of Education. The Administration shall grant access to each building under its control to law enforcement personnel, and to the local fire department, emergency medical services organization, and the county emergency management agency, so that they may hold training sessions for responding to threats and emergency events affecting the building, provided that the access occurs outside of student instructional hours and the Administration is present in the building during training sessions.

**Before March 24, 2023, the District shall create a threat assessment team for each school building serving grades six through 12. Upon appointment and once every three years thereafter, each team member shall complete an approved threat assessment training program from the list maintained by the Department of Public Safety. Each building shall include proof of completion of an approved training program by each team member in the building's emergency management plan submission to the Director of Public Safety. Each team shall be multidisciplinary, when possible, and may include school administrators, mental health professionals, school resource officers, and other necessary personnel.**

**Beginning with the 2021-2022 school year, the District shall register with the SaferOH tip line operated by the Department of Public Safety or enter into an agreement with an anonymous reporting program of the District's choosing. The District shall submit the following disaggregated data to the Ohio Department of Education and to the Department of Public Safety at the end of each school year:**

- 1. The number and type of disciplinary actions taken in the previous school year as a result of anonymous reports;**
- 2. The number and type of mental wellness referrals as a result of anonymous reports;**
- 3. The race and gender of the students subject to the disciplinary actions and mental wellness referrals as a result of anonymous reports;**
- 4. Any other information the Department of Education or the Department of Public Safety determines necessary.**

Copies of the emergency management safety plan and building blueprints are not a public record pursuant to §149.433 of the Revised Code.

LEGAL REFS: O.R.C. §~~5502.262~~ ~~3313.536~~

Adopted: November 21, 2016

Revised: \_\_\_\_\_



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LEGAL REFS: O.R.C. §5502.262

Adopted: November 21, 2016

Revised: \_\_\_\_\_