BUCKEYE LOCAL BOARD OF EDUCATION

Regular Board Meeting Tuesday, January 15, 2019 6:30 p.m. Wallace H. Braden Middle School

"BUCKEYE - WE EDUCATE FOR SUCCESS."

VISION STATEMENT

The Buckeye Local School District unifies individuals, communities and resources to create a WORLD CLASS LEARNING COMMUNITY that gives ALL students the opportunity to be successful in THEIR future.

GOALS

The Buckeye Local Board of Education has established the following goals:

1. The board of education will achieve excellence in learner-focused governance.

2. The board of education will conduct efficient and effective meetings.

3. The board of education will increase community and staff trust and satisfaction.

This meeting is a meeting of the board of education in public for the purpose of conducting the school district's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda. Please complete a public participation form and submit it to the board president prior to the start of the meeting.

Board Policy # 0165.1, Item B

<u>Buckeye Local Board of Education</u> Gregory Kocjancic Shannon Pike Tina Stasiewski David Tredente Mary Wisnyai

Mr. Patrick Colucci Superintendent Mrs. Jamie Davis Treasurer Tuesday, January 15, 2019

.

BUCKEYE LOCAL BOARD OF EDUCATION

REGULAR BOARD MEETING

Tuesday, January 15, 2019

1. Opening Items

Return from Recess

- A. Communications/Special Reports
 - 1) Kingsville Public Library Partnership Update Mariana Branch
 - 2) School Board Recognition/Proclamation Patrick Colucci and Jamie Davis, Exhibit A
 - 3) Students of the Month presentation by Trevor Sprague, CEO of the YMCA
 - A. Edgewood High School Mollia Zezzo (12th grade)
 - B. Braden Middle School Riley Stright (8th grade)
 - C. Kingsville Elementary Nolan Andrejack (2nd grade)
 - D. Ridgeview Elementary Nathan Cameron (3rd grade)

B. Public Participation Relative to Agenda Items (Bylaw 0169.1)

Please complete a public participation form and submit it to the board president prior to the start of the meeting. We welcome your comments and/or questions during this time. Statements shall be limited to three (3) minutes. Please keep comments brief and to the point. Do not reflect adversely on the political or economic view, ethnic background, character or motives of any individual.

C. Correspondence

N/A

2. Treasurer's Report

Reports and Recommendations

It is the recommendation of the Treasurer that the BOE approve the following items as presented in 2A – 2I:

A. Approve the December BOE meeting minutes as presented to the board on January 8, 2019.

- B. Approve bills paid in December and the financial reports as presented to the board on January 8, 2019.
- C. Canter and Associates

Authorize the Treasurer to sign a two-year contract with Canter and Associates Certified Public Accountants, at a cost of \$1,900.00 per year (same cost), to perform an audit of the necessary agreed upon procedures for Medicaid for FY2018 and FY2019 as presented in Exhibit B.

D. Operational Substitute Pay Rates

Revise pay rates to \$8.55/hour for the following substitutes serving in operational positions due to state guidelines, effective January 1, 2019:

- Aides Bus, Library, SMEA
- Administrative Assistants
- Cafeteria Cooks & Service Personnel
 Crossing Guards
- Central Call-In
- E. 2019-2020 Fiscal Year Tax Budget

Adopt the tax budget for the eighteen month period commencing July 1, 2019, as in Exhibit C.

- F. Mileage Rate Increase Approve \$0.58 as the Federal IRS prescribed mileage rate effective January 1, 2019.
- G. Virtual Transportation Supervisor Program Approve the yearly subscription fee of \$250 for the OSBA Virtual Transportation Supervisor Program as in Exhibit D.
- H. Kent State University College Credit Plus Program Approve the Memorandum of Understanding with Kent State University for student participation in the College Credit Plus Program for the 2019-2020 school year as in Exhibit Ε.
- I. Authorize the Treasurer to request for Qualifications for Architectural Pre-Bond Issue Assistance Services.

Kocjancic Pike Stasiewski Tredente Wisnyai

- Courier
- Student Worker

3. Superintendent's Report

Reports and Recommendations

A. Board Policy - 2nd Reading

As sent to the Board of Education on December 14, 2018, approve the following amended policy for board adoption:

 Po6320 and po6470 – add the statement: The Board of Education authorizes the Treasurer to pay invoices in an amount not to exceed ten percent (10%) of the aggregate amount of the purchase order.

B. Accept Gifts

- 1) Accept a donation from *Lakeview Federal Credit Union (dated 8/21/18)* in the amount of \$314.86 for the *Student of the Month* program.
- 2) Accept a donation from *Lakeview Federal Credit Union (dated 12/17/18)* in the amount of \$50.00 for the *Student of the Month* program.
- 3) Accept a donation from The Shelby Family Foundation of Ashtabula, Ohio within the Commonwealth Financial Network Donor Advised Fund presented to the Buckeye Local School District Food Service Department on January 8, 2019 in the amount of \$500.00 to help pay for meals for students.
- 4) Accept a donation in the amount of \$150.00 from Steven and Sharon Schoneman presented to Kingsville Elementary School to go towards the Botanical Gardens Trip.

____Kocjancic ____Pike ____ Stasiewski ____Tredente ____Wisnyai

4. Personnel

It is the recommendation of the Superintendent that the Board approve the following Personnel items as presented in 4A – 4B:

Certified Staff:

A. Certified Licensed/Non-Employees - Extracurricular and Special Fee Assignment:

SUPPLEMENTAL RESOLUTION TO APPOINT CERTIFIED / LICENSED NON-EMPLOYEE(S) TO SUPPLEMENTAL POSITION(S)

WHEREAS, the Buckeye Local Board of Education strives to appoint qualified certified/licensed employees to fulfill supplemental contracts; and

WHEREAS, the board has offered the following supplemental position(s) to certified/licensed employee(s) of the district; and

WHEREAS, no such employee(s) qualified to fill the position(s) has accepted it; and

WHEREAS, the position(s) was then advertised to certified/licensed individual(s) who are not employed by the board; and

WHEREAS, the board has deemed the following certified/licensed non-employee(s) as qualified to fill the supplemental position(s);

THEREFORE, BE IT RESOLVED, that the Buckeye Local Board of Education, in compliance with O.R.C. 3313.53(D), awards the following supplemental contract(s), for the school year indicated below, to the following person(s):

<u>Name</u>	Position	<u>Years Exp.</u>	Start Date	<u>Salary</u>
Debra Paxson	Tech Director-Spring Play	7+	1/2/2019	\$807.82

B. Non-Certified/Non-Employees - Extracurricular and Special Fee Assignments:

SUPPLEMENTAL RESOLUTION TO APPOINT NON-CERTIFIED / NON-LICENSED INDIVIDUALS TO SUPPLEMENTAL TEACHING POSITION(S)

WHEREAS, the Buckeye Local Board of Education strives to appoint qualified certified/licensed employees to fulfill supplemental contracts; and

WHEREAS, the board has offered the following supplemental position(s) to certified/licensed employee(s) of the district; and

WHEREAS, no such employee(s) qualified to fill the position(s) has accepted it; and

WHEREAS, the position(s) was then advertised to certified/licensed individual(s) who are not employed by the board; and

WHEREAS, no such person(s) qualified to fill the position(s) has accepted it; and

WHEREAS, the board has deemed the following non-licensed/non-certified individuals identified below as qualified to fill the supplemental position(s);

THEREFORE, BE IT RESOLVED, that the Buckeye Local Board of Education, in compliance with O.R.C. 3313.53(D), awards the following supplemental contract(s), for the school year indicated below, to the following person(s):

<u>Name</u>	<u>Position</u>	<u>Years Exp.</u>	Start Date	<u>Salary</u>
Derek Stern	Asst. Baseball Coach	0	2/18/2019	\$2,356.13
Elizabeth Walke	er Asst. Boys Tennis	0	3/4/2019	\$1,346.36

Tuesday, January 15, 2019

Classified Staff:

C. Classified Staff - Employment of Substitutes as presented:

<u>Student Worker</u> Kierstin Schreiber Chloe Holcomb

All personnel appointments are contingent upon possessing or obtaining the appropriate certification/licensure, validation, and/or permit as required by law and board policy, as well as satisfactory physical examination, criminal background check and/or current CPR training where applicable.

Kocjancic Pike Stasiewski Tredente Wisnyai

5. Visitor Participation Relative to New Items (non-agenda items)

Please complete a public participation form and submit it to the board president prior to the start of the meeting. Please limit your comments to three minutes or less.

6. Other Business – FYI

7. Adjournment

____Kocjancic ____Pike ____ Stasiewski ____Tredente ____Wisnyai

Exhibit A

School Board Recognition Month

Proclamation

WHEREAS, it shall be the mission of the Buckeye Local School District to provide all students with the best possible education; and

WHEREAS, the school board sets the direction for our community's public schools by envisioning the community's educational future; and

WHEREAS, the school board sets policies and procedures to govern all aspects of school district operation; and

WHEREAS, the school board keeps attention focused on progress toward the school district's goals and maintains a two-way communications loop with all segments of the community; and

WHEREAS, serving on a school board requires an unselfish devotion of time and service to carry on the mission and business of the school district; and

WHEREAS, the school board must respond on behalf of the community to the educational needs of students; and

WHEREAS, the school board voluntarily accepts the above-mentioned responsibilities;

NOW, THEREFORE, BE IT RESOLVED that I, Patrick E. Colucci, Superintendent, do hereby proclaim January 2019, as School Board Recognition Month.

I encourage all citizens to publicly and privately thank the school board members from all school districts serving this community for their dedicated service to our children.

Patrick E. Colucci, Sr. Superintendent

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Jamie Davis Treasurer



CERTIFIED PUBLIC ACCOUNTANTS

6400 OLDE STONE CROSSING POLAND, OHIO 44514 PH: 330.707.9035 FAX: 888.516.1186

WWW.CANTERCPA.NET

December 20, 2018

Buckeye Local School District

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the Buckeye Local School District (the District).

We will apply the agreed-upon procedures listed in the attached schedule that were specified and agreed to by the Ohio Department of Education (ODE) and Buckeye Local School District, on the MSP cost report, of Buckeye Local School District for the period ended July 1, 2017 to June 30, 2019. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of those parties specified in the report, and we will require an acknowledgement in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or review, we will not express an opinion or conclusion on the MSP cost reports. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We plan to begin our procedures on approximately May 1, 2019 and, unless unforeseeable problems are encountered, the engagement should be completed by December 31, 2019.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the District and ODE. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the specified parties, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. The attest documentation for this engagement is the property of Canter & Associates and constitutes confidential information. However, we may be requested to make certain attest documentation available to ODE pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the supervision of Canter & Associates personnel. Furthermore, upon request, we may provide copies of selected attest documentation to ODE. The ODE may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the MSP Cost Report that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the MSP Cost Report AUP, we will disclose those matters in our report.

You are responsible for the presentation of the MSP cost report, and that it is in accordance with the applicable OAC sections; and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the MSP Cost Report. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the MSP cost report in accordance with the attached procedures and applicable OAC sections.

Paul J. Canter, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services will be \$1,900.00 per year. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter, including Appendices A and B hereto and made a part hereof, accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of procedures.

Very truly yours,

Contr & Associ-

RESPONSE:

This letter correctly sets forth the understanding of the Buckeye Local Schools.

By:

Title:

Date:

By:

Title:

Date:

APPENDIX A GENERAL BUSINESS TERMS

This Appendix A is part of the engagement letter dated December 20, 2018, between Canter & Associates (C&A) and the Buckeye Local District ("District").

1. Limitation on Liability, Release, and Indemnification.

- (a) C&A (as defined below) and its personnel will not be liable to the DISTRICT, the Board of Education and each other party. (each an "Other Party"; collectively, the "Other Parties") to the engagement letter, collectively, for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of the fees paid by DISTRICT to C&A pursuant to this engagement, except to the extent resulting from the bad faith or intentional misconduct of C&A. In no event will C&A or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement.
- (b) DISTRICT agrees to release and indemnify C&A and its personnel from all Claims attributable to any misrepresentation by DISTRICT's management. DISTRICT agrees to release and indemnify C&A and its personnel from all Claims relating to this engagement attributable to any misrepresentation by DISTRICT management.
- (c) DISTRICT and each Other Party each agrees to indemnify and hold harmless C&A and its personnel from all Claims arising out of or relating to a breach or alleged breach by DISTRICT and each Other Party, respectively, of any provision of the engagement letter, including, without limitation, the restrictions on report use and distribution.
- (d) The provisions of the Paragraph 1 will apply to the fullest of the law, whether in contract, statute, tort (such as negligence), or otherwise. In circumstances where all or any portion of the provisions of the Paragraph 1 are unavailable, C&A's aggregate liability for any Claim shall not exceed an amount that is proportional to the relative fault that C&A's conduct bears to all other conduct giving rise to such Claim.
- 2. <u>Independent Contractor.</u> C&A is an independent contractor and C&A is not, and will not be considered to be, an agent, partner, fiduciary, or representative of DISTRICT or any Other Party.
- 3. <u>Survival and Interpretation</u>. The agreements and undertakings of DISTRICT in the engagement letter will survive the completion or termination of this engagement. For purposes for the provisions in the sections of the engagement letter and these terms, "C&A" shall mean Canter & Associates and its subsidiaries; to the extent that, as a subcontractor, they agree to provide any of the services under or in connection with the engagement letter, the member firms of Canter & Associates, and the affiliates of Canter & Associates and such member firms; and, in all cases, any successor or permitted assignee.
- 4. <u>Assignment and Subcontracting.</u> Except as provided below, no party may assign any of its rights or obligations hereunder (including, without limitation, interests or Claims) without the prior written consent of the other parties. DISTRICT hereby consents to C&A subcontracting a portion of its services under this engagement to any affiliate or related entity, weather located within or outside of the United States. Professional services performed hereunder by any of the C&A's affiliates or related entities shall be invoiced as professional fees, and any related expenses shall be invoiced as expenses, unless otherwise agreed.
- 5. <u>Severability.</u> If any term of the engagement letter is unenforceable, such term shall not affect the other terms, but such unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
- 6. <u>Force Majeure</u>. No party shall be deemed to be in breach of the engagement letter as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control,

including, without limitation, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

7. <u>Dispute Resolution</u>. Any Controversy or claim between the parties arising out of or relating to the engagement letter or this engagement (a "Dispute") shall be resolved by mediation or binding arbitration as set forth in the Dispute Resolution Provision attached hereto as Appendix B and made a part hereof.

APPENDIX B DISPUTE RESOLUTION PROVISION

This Appendix B is part of the engagement letter dated December 20, 2018, between C&A and DISTRICT.

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to the resolution of Disputes and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise.

Mediation: All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statues protecting the confidentiality of mediations or settlement discussions, If the parties cannot agree on a mediator, the International Institute of Conflict Prevention and Resolution ("CPR"), at the written request of a party, shall designate a mediator.

Arbitration Procedures: If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held in Youngstown, Ohio. The arbitration shall be solely between the parties and shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the "Rules").

The arbitration shall be conducted before a panel of three arbitrators. Each of DISTRICT and Canter & Associates shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter (including its appendices, the "engagement letter") to which this Dispute Resolution Provision attached and to abide by the terms of this Dispute Resolution Provision. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the State of Ohio (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators shall have no power to award damages inconsistent with the terms of the engagement letter. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Discovery shall be conducted in accordance with the Rules.

All aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to all other parties and afford such parties a reasonable opportunity to protect their interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.

<u>Costs</u>: Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

ALTERNATIVE TAX BUDGET INFORMATION

COUN	JTY OF A	SHTABULA
Fiscal Officer Signature	Jamie Davis	January 15, 2019
For the Fiscal Year Commencing	July 1, 2019	
Name of School District BUCKE	YE LOCAL SCHOOL DISTRICT	

Background

Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Under the law in effect prior to June 3, 2002, the budget commission could only waive the tax budget for a subdivision or other taxing unit that was receiving a share of the county undivided local government fund or the county undivided local government revenue assistance fund under an alternative method or formula pursuant to ORC Sections 5747.53 and 5747.63. Thus, tax budgets could be waived only for counties, municipalities, townships, and park districts. This restriction is now removed.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.36 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

Alternative Tax Budget Information Filing Deadline

The fiscal officer for each school district must file one copy of this document with the County Auditor on or before 01/20/19______. [Note: The traditional deadline for submission of the tax budget has been January 20. There is the potential for flexibility on this date as a result of HB 129 depending on the needs of the Budget Commission, but in order for them to be on track with the certificate of available resources, the date may need to be very close to January 20].

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION*

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into seperate levies. For help use the schedule B issued by the budget commission for the current year and add any new levies. This will help to ensure that no levies are missed.

in column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example. In column 9 identify the amount of general property tax you wish to request.

SCHEDULE 2

The general purpose of schedule 2 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part;

"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback, and the personal property 10,000 exempt monies.

SCHEDULE 3

The general purpose of schedule 3 is to produce an Official Certificate of Estimated Resources for funds that do not receive property tax revenue.

In column 3, total estimated receipts should include all revenues plus transfers in.

SCHEDULE 4

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

In column 6 you must take into consideration any carry over plus or minus cash balance estimated for the current year. This can happen because there are no sure things concerning tax payments and the valuation of personal property taxpayers.

SCHEDULE 5

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

* Please reproduce all pages as necessary.

DIVISION OF TAXES LEVIED

(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)

Buckeye Local Schools

Funds (General, Permanent Im., Library, Other)

SCHEDULE 1

Fund Purpose Authoniced Lev General FUND PRIOR 1976 CONT. General FUND OPERATING 4/6/1978 CONT. General FUND OPERATING 11/5/1991 CONT. General FUND OPERATING 5/3/2005 CONT. General FUND OPERATING 5/3/2005 CONT. PERMANENT IMPROVEMENT P.I. EXPENSE 11/3/2015 LIMITER	2 II	>	5	١٨	IIIA
INSIDE PR OPERATING PR OPERATING OPERATING OPERATING OPERATING OPERATING	Authorized By Voters Levy On Type MM///DD///	Number Df Years Leng To Run	Max Year Begins/ Ends	Collection Year Begins/ Ends	Maximum Rafe Authorized
OPERATING PR OPERATING OPERATING OPERATING OPERATING PROVEMENT P.I. EXPENSE	PRIOR 1976 CONT.		1976	1977	4.30
OPERATING OPERATING OPERATING PROVEMENT P.I. EXPENSE	ŊŊ		1976	1977	19.61
OPERATING OPERATING PROVEMENT P.I. EXPENSE	Ű		1978	1979	8.00
OPERATING PROVEMENT P.I. EXPENSE	Ŋ		1991	1992	5.00
P.I. EXPENSE	Ű		2005	2006	6.50
P.I. EXPENSE					
	11/3/2015 LIMITED	5 YRS 20	2016/2020	2017/2021	1.90
Totals					45.31

Exhibit C

STATEMENT OF FUND ACTIVITY

(Complete only for General Fund , Bond Retirement Fund any other funds requesting general property tax revenue)

Buckeye Local Schools

SCHEDULE 2

FUND: GENERAL AND BOND FUND RETIREMENT (HB264)

I.	K	III	IV	<u> </u>	V
DESCRIPTION	Prici Fiscal Year 2018 ACTUAL	Current EY 2019 EBTIMATE	Budgeted FX July 1-Dec 30 2019 FY20 ESTIMATE	Oudgeted FY Jan 1-June 30 2020 FY20 ESTIMATE	ENext FY July 1-Dec 30 9 2020 FY21 6 ESTIMATE
Beginning Unencumbered Fund Balance	\$7,792,624	\$10,123,934	\$10,793,941	\$11, <u>118,766</u>	\$12,098,563
Revenues: Property Taxes	\$6,689,480	\$6,549,726	\$2,947,377	\$3,602,349	\$2,947,377
Income Tax					
Other Receipts	\$12,458,301	\$11,820,281	\$6,250,197	\$6,250,197	\$6,281,997
Transfers In	\$161,500	\$0	\$0	\$0	\$0
Total Resources	\$27 <u>,101,905</u>	\$28,493,941	\$19,991,515	\$20,971,312	\$21,327,938
Total Expenditures & Encumbrances	\$16,977,971	\$17,700,000	\$8,872,749	\$8,872,749	<u>\$9,140,128</u>
Ending Unencumbered Fund Balance	\$10,123,934	\$10,793,941	\$11,118,766	\$12,098,563	\$12,187,810

FUND: PERMANENT IMPROVEMENT

1		<u></u>	<u>الا</u>	V	<u>vi</u>
DESCRIPTION	Prior Fiscal Year 2018 ACTUAL	CurrentFY 2019 ESTIMATE	Budgeted FY July 4 Dec 30 2019 F Y20 ESTIMATE	Budgeted FY Jan 1-June 30 2020 FY20 ESTIMATE	Next FY July 1:Oec.30 2020 FY21 EGT/MATE
Beginning Unencumbered Fund Balance	\$134,779	\$242,702	\$203,001	\$161,635	\$163,300
Revenues: Property Taxes	\$446,042	\$430,299	\$193,635	\$236,664	\$193,635
Income Tax	\$0	\$0	\$0	\$0	\$0
Other Receipts	\$1,975	\$0	\$0	\$0	\$0
Transfers In	\$0	\$0	\$0	\$0	\$0
Total Resources	\$582,796	\$673,001	\$396,635	\$398,300	\$356,935
Total Expenditures & Encumbrances	\$340,095	\$470,000	\$235,000	\$235,000	\$235,000
Ending Unencumbered Fund Balance	\$242,702	\$203,001	\$161,635	\$163,300	\$121,935

	STATEN	STATEMENT OF FUND ACTIVITY	D ACTIVITY		
Buckeye Local Schools		ds with Revenue Other Than L	ocalitaxes		
	=	=	2	SCHEDULE 3	
Fund Evid Evid Evid	Begiming Estimated Unarcurbeted	ai Medi Dis	Todal Resolutoes Arafae Eot Expenditures	Tetal Estimater Experiments &	1) Ending Estimates Unencumbered Balance
Special Revenue Fühols	207,700	862,100	1,069,800	898,800	171,000
Debt Service Funds	0	0	0	0	o
Capital Project Funds	26,600	0	26,600	26,600	0
Expendable_TrustEninds	17,110	7,260	24,370	7,400	16,970
Enterprise Funds	238,060	660,800	898,860	627.700	271.160
Internal Service Funds					
Non Expendable Trust Funds	106,300	4,000	110,900	4,500	106,400
Agency Funds	489,200	51,900	541,100	51,400	489,700
TOTAL FOR MEMORANDUM ONLY	1,085,570	1,586,060	2,671,630	1,616,400	1,055,230
Note: Madifional detail may be recured by your Country Auditor: Consider reports such as financial summates. Révenie such adenditive summates as					
attacaments to the tax budget accument: Such reports to could be computer generated fram your accounting datarase and will provide individial fund archity (both					
áctual and projected)					

VOTED and UNVOTED DEBT OUTSIDE 10 MILL LIMIT

BUCKEYE LOCAL SCHOOLS

		uired t	elest S						
LE 4	N	Amoun Required To Weet Budget Year	Fincipal & II Paynen						
SCHEDULE 4							 		
	^	Principal Amount Outstanding	At The be Of The						
	N	Final	waminy Date		-				
	111	t Pate	UT Ssue						
	=	Authorižed By Vaters	UNINDDAYY						
	_		Purpose Of Notes Of Bonds						
DUUNE I E LUUAL OUTUULO			Purpose (Ē					
				NONE					

TAX ANTICIPATION NOTES

Buckeye Local Schools

SCHEDULE 5

Tax anticipation notes are issued in anticipation of the collection of the proceeds of a property tax levy. The amount of money required to cover debt service must be deposited into a bond retirement fund, from collections and distribution of the tax levy, in the amounts and at the times required to pay those debt charges as provided in the legislation authorizing the tax anticipation notes. (ORC Section 133.24)

The appropriation to the fund which normally receives the tax levy proceeds is limited to the balance available after deducting the amounts to be applied to debt service.

After the issuance of general obligation securities or of securities to which section 133.24 of the ORC applies, the taxing authority of the subdivision shall include in its annual tax budget, and levy a property tax in a sufficient amount, with any other monies available for the purpose, to pay the debt charges on the securities payable from property tax. (ORC Section 133.25)

	Name Of Tax Anticipation	Name Of Lex Anticipation
	Note 1550g	Note Issue
Amount Required To Meet Budget Year Rrincipal &		
Interest Payments		
Principal Due	NONE	
Principal Due Date		
Interest Due		
Interest Due Date		
Interest Due		······································
Interest Due Date		· · · · · · · · · · · · · · · · · · ·
Total	· · · · · · · · · · · · · · · · · · ·	
Name Of The Special Debt Service Fund		
Amount Of Debt/Service To Be Apportioned To The		
Following Settlements:		
February Real		
August Real		
June Tangible		
October Tangible		
Total		
Name Of Fund To Be Charged		L



Virtual Transportation Supervisor (VTS) Registration Form

The Ohio School Boards Association is offering a new benefit for its member districts, the OSBA Virtual Transportation Supervisor program. This program expands access to transportation expertise, guidance and training events.

A subscription to the program entitles districts to participate in multiple events and services for a yearly subscription fee of \$250. The district subscription is valid for multiple staff members from the district; it does not limit access to one individual.

This subscription ensures that all members of your district management team a number of benefits, including:

- Individualized training for new supervisors, intended to help that new staff person get their feet on the ground and manage the overwhelming tasks that they will face in the first 90 days.
- Regional in-service meetings around the state. Each OSBA region will host one mid-day transportation meeting annually. The meetings will include hot topics, a roundtable discussion and issues that you bring to the table. Participation in these meetings will meet the administrative code requirement for ongoing transportation administrator training.
- T-1 and T-2 webinar training, including access to various forms and documents to support your data collection and compilation.
- Review of your T-1 and T-2 reports prior to submittal to the state. An in-depth review also is available through consulting contracts.
- Periodic safety tips newsletters.
- Annual comparative cost analysis report for your district, comparing your transportation costs with those of your peers and the state average. These reports are included free upon request.
- Access to cost analysis reports and efficiency reviews of all districts in Ohio.

If your district would like to take advantage of the VTS program, please complete this registration form and return it along with a purchase order to the <u>Ohio School Boards Association, Board and Management Services Division</u>.

School District:	County:
Transportation Administrator:	Phone: ()
Email Address:	
PO Number:	
Treasurer Signature	Date
For more information, contact:	
Diana Paulins at <u>dp</u>	aulins@ohioschoolboards.org or
Doug Palmer at <u>dp</u>	almer@ohioschoolboards.org
Pete Japikse at <u>pja</u>	or pikse@ohioschoolboards.org
You may also reach any of us by j	phone at (614) 540-4000 or (800) 589-OSBA

Exhibit E



College Credit Plus

MEMORANDUM OF UNDERSTANDING

School Year 2019-2020

Between

Kent State University (hereafter known as IHE)

AND

Buckeye Loca _____School District

(hereafter known as LEA)

1

SECTION X:	RESPONSIBILITIES OF HIGH SCHOOL TEACHERS
	Curriculum, Course Competencies, and Teaching Requirements
	Textbooks and Required Materials
	Contact Hours Pertaining to CCP Teachers
	Student Evaluation of Instructor Performance
SECTION XI:	CONTINUATION OF CCP COURSE OFFERINGS AT HIGH SCHOOL
SECTION XII:	GRANTING OF COLLEGE CREDIT
	Transcripts
SECTION XIII:	FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")
	Communications with Parents for Students in Courses Delivered at High Schools
	Communications with Parents for Students in Courses Delivered at IHE Locations
SECTION XIV:	STATE REPORTING
SECTION XV:	APPEALS
SECTION XVI:	RELEVANT LAWS
SECTION XVII:	NONDISCRIMINATION
	MARKETING, ADVERTISING, AND PROMOTION
SECTION XIX:	FINANCIAL STRUCTURE AND COST SHARING
SECTION XX:	TERMS AND CONDITIONS
SECTION XXI:	APPROVALS
APPENDIX A:	COLLEGE CREDIT PLUS PATHWAYS
APPENDIX B:	LISTING OF KENT STATE UNIVERSITY CAMPUS CONTACTS

SECTION IV: LIABILITY OF PARTIES

CCP status will not affect the institutional liability for students while physically present on the respective campuses of the LEA or IHE. The policies and code of conduct will govern the students while physically present on the respective campuses or while enrolled and participating in distance learning courses. To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability from a claim with respect to that party's role in connection with this Agreement. It is specifically understood that neither party will indemnify the other party. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of the University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.

Each party warrants and represents that it has adequate insurance coverage for any liabilities arising out of the presences of students on its campus.

SECTION V: STUDENT ELIGIBILITY AND ADMISSION

Steps to Admission

The LEA and IHE shall qualify and advise candidates entering grades 7-12 for CCP participation. For acceptance into the program the IHE will review the following application materials provided by the student:

- a. Evidence student meets or exceeds state CCP remediation free standards and other eligibility requirements
- b. Online CCP application submitted prior to IHE application deadline
- c. Secondary school transcripts
- d. CCP Permission Form signed by student and parent/guardian
- e. ACT or SAT assessment results and/or appropriate assessments required by the campus to which the student applies. Applications are reviewed holistically, however the following are preferred:
 - a) 3,0 cumulative high school grade point average on a 4.0 scale;
 - b) ACT composite score of 21 or combined SAT score of 1060 (for SAT taken prior to
 - March 2016) or 1130 (for SAT taken March 2016 or later) and/or appropriate entrance assessment.

In conjunction with the IHE's admission criteria and prior to making a final admission decision, the IHE shall evaluate each student who is applying under CCP against the standards identified in the "Uniform Statewide Standards for Remediation-Free Status" dated April 2018.

Upon admission, students will participate in required orientation events and will meet with an assigned academic advisor prior to course registration. Students will continue to meet with their academic advisor prior to registration each academic term.

Course Approval

Student approval for CCP courses shall be by the IHE representatives on a course-by-course basis each semester based on the student's prior coursework, career pathway, and/or academic readiness. The IHE and LEA agree that this agreement cannot be used by either party to limit participation of a student in enrolling in allowable courses not part of the agreement.

The student must meet course eligibility requirements including but not limited to placement and course prerequisites. The student is limited to no more than 18 semester hours of credit per semester; no more

Academic Quality of CCP Courses

College courses eligible for CCP credit shall meet the rigor for college credit and be congruent with the IHE's normal offerings. All students enrolled in the IHE under the CCP program, must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered. Classes offered in LEA settings shall conform to the IHE's academic standards, shall follow the same course syllabi, use the same text book and materials, achieve the same learning outcomes, and be assessed using the same methods as the college course delivered on the college campus. For an LEA seeking adjunct faculty approval for their faculty to teach the college course, the LEA shall contact the campus location through which the course will be offered utilizing the campus contacts detailed in Appendix B. Faculty for all CCP courses shall be evaluated and approved by the appropriate IHE academic unit/department and are expected to meet the requirements set by the IHE and ODHE.

CCP 15 and 30 Credit Hour Pathways

The LEA in collaboration with the IHE shall determine a list of academic courses and 15/30 credit hour Pathways eligible for CCP credit for inclusion under Appendix A. Additional pathways may be created between an IHE campus and school district. These Pathways shall be published among the LEA school's official list of course offerings from which a participant may select pursuant to ORC 3365.13.

Eligible Courses

College courses that simultaneously earn credit toward high school graduation and a postsecondary degree or certificate shall be eligible for CCP within the parameters defined by ORC 3365.06 (C) (effective 9/29/2017) and OAC 3333-1-65.12 (effective 2/15/2018) and any other laws or regulations that may come into effect beginning with the summer term of the 2019-2020 academic year. CCP courses may be taken as high school electives or as high school core course credits. Students must complete 15 credit hours in Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at other colleges or universities participating in CCP. Level I courses include:

- 1) Transferable courses: Part of CTAG, OTM, or TAG (i.e., CTAG: Career-Technical Assurance Guides, OTM: Ohio Transfer Module, TAG: Transfer Assurance Guides)
- 2) Courses in computer science, information technology, anatomy, physiology, or foreign language, including American Sign Language
- 3) Technical certificate courses
- 4) 15-credit hour or 30-credit hour model pathway courses
- 5) Study skills, academic or career success skills courses
- 6) Internship courses
- 7) Another course that may be approved by the Chancellor on an annual basis

Upon completion of 15 credit hours in Level I, students may select Level II courses which include any other college courses that is not a Level I course.

Non-Allowable Courses

Pursuant to Ohio Administrative Code 3333-1-65.12, the following courses are non-allowable unless the Chancellor approves them for certificate or degree completion:

- One-on-one private instruction courses
- · Courses with fees that exceed amount set by Chancellor
- Study abroad courses
- Physical education courses
- P/F or S/U grades (unless the course is an internship or is a transferable course for all students enrolled)
- Remedial courses and Sectarian religion courses

Kent State University courses at those teachers' high schools during the regular school day. These teachers are employed by, and remain employees of the School Districts, not Kent State University.

Teaching Load

CCP teachers are full-time employees of their School Districts and are contractually obligated to teach an assigned number of classes during the day by their School District. Therefore, the number of classes that are offered for CCP is determined by the number of qualifying students and may vary from high school to high school.

IHE Policy and Procedures

Even though CCP teachers are full-time employees of the School District wherein each teaches the college course(s), CCP teachers are expected to follow all IHE policies as applicable during the instructional time designated for CCP courses.

Credentialing of CCP Teachers

CCP teachers must meet the minimum credential requirements for postsecondary faculty as described within Chapter 4 of the "Guidelines and Procedures for Academic Program Review" document, published by the Ohio Department of Higher Education, July 2016:

h. Faculty Credentials

The following expectations apply to all full-time and part-time instructors, including graduate teaching assistants and high school teachers who serve as adjunct faculty members for dual enrollment courses.

- 1. For general education courses:
 - Faculty members teaching general education courses must hold a minimum of a master's degree in the discipline or a master's degree and a cohesive set³ of at least 18 semester credit hours of graduate coursework relevant to the discipline.
 - Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum credentialing requirements may serve as instructors while enrolled in a program to meet credentialing requirements. Examples of such individuals include graduate teaching assistants (GTAs), adjunct faculty members and dual enrollment faculty members
- 2. For courses other than general education courses:
 - Faculty members must hold a terminal degree or a degree at least one level above the degree level in which they are teaching:
 - > At least a bachelor's degree if teaching in an associate degree program
 - > At least a master's degree if teaching in a bachelor's degree program
 - > A terminal degree if teaching in a graduate program.
 - Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum credentialing requirements may serve as instructors during their educational programs. Examples of such individuals include graduate teaching assistants (GTAs) or adjunct faculty members who are working toward meeting the faculty credentialing requirements.
 - Faculty members teaching technically- or practice-oriented courses must have practical experience in the field and hold current licenses and/or certifications, as applicable.

³ A "cohesive set" of courses is a program of study that includes disciplinary content comparable to that which would be obtained in a master's degree program in the discipline. The program of study should be planned in collaboration with experts in the discipline and preferably completed at a single institution.

The IHE will:

- Communicate with the LEA about the qualifications for CCP teachers.
- Meet with the prospective CCP teacher to answer questions and discuss required expectations.
- Evaluate the prospective CCP teacher's credentials and transcripts before forwarding the documents to the appropriate Department Chair, Academic Dean, or Provost.

CCP Teacher Application Process

A high school teacher who is identified as a prospective CCP teacher must complete the IHE application process which includes:

- Kent State University online CCP Instructor Application form located on the Kent State CCP website (<u>www.kent.edu/ccp</u>) under the School Administrators tab.
- Resumé including three professional letters of recommendation (Kent State University Department Chair will have the option to conduct reference checks).
- Undergraduate and graduate college or university transcripts from all institutions attended.
- Any additional information required to determine eligibility to teach the content material.

Approval Process

The approval process for the CCP teacher who will teach a college course will be consistent with the standards used to hire a faculty member for the course taught on the IHE campuses. Merely having the credentials to teach college courses is no assurance of approval into the program. The department chair has full authority to interview and to make the final decisions regarding the approval and dismissal of teachers teaching CCP courses in the high schools based on credentials, teaching experience, presentation, subject knowledge, and other instructional factors related to the subject matter.

A high school teacher who is identified as a prospective CCP teacher must be approved by the IHE department chair in the teaching discipline, the Academic Division Dean, or the Provost and meet the same qualifications as IHE faculty. The IHE Provost (Chief Academic Officer) has the final and official approval authority of CCP teachers.

In accordance with Ohio law, and with guidance from the Ohio Department of Education, teachers must have a completed background check on file with the district office. Refer to the Ohio Department of Education website for background check requirements. Kent State University will also conduct a background check prior to final approval of the CCP Instructor.

Initial Approval of High School Teacher as CCP Teacher

Department Chair and Office of Alternative Credit and Articulation Agreements (ACAA) will utilize the following procedures as part of the approval process:

- Office of ACAA will build the candidate's application packet and when complete forward the packet to the appropriate academic Chair or Dean
- Chair or Dean reviews and confirms that the candidate's academic credentials meet minimum requirements
- An interview and/or assessments may be required as part of the application process
- The academic department will inform the CCP office of the candidate's status
- Upon approval, the Office of Academic Personnel will provide the candidate with instructions regarding the process for completing a background check for the University and obtaining a \$0 teaching contract.

State University Flashline portal in a timely manner.

- All grades and information contained in the IHE Blackboard system and Flashline portal are considered maintained by the IHE and subject to the same FERPA protections as afforded to any students enrolled in college coursework. CCP teachers are responsible for safeguarding identifiable information and providing FERPA protections to CCP students enrolled in courses taught at their high school location.
- CCP teachers are required to attend IHE departmental planning meetings and staff development activities, including CCP training workshops and engage in a minimum of three hours of documented professional development provided by the IHE each academic year.

Textbooks and Required Materials

- CCP teachers are expected to use approved textbooks (whether hard copy or digital) and required materials for the IHE course.
- Textbooks must be college-level and approved by the Department Chairs.
- The textbooks and materials have to be available to the students on the first day of class.
- Textbooks and materials may be obtained by contacting the IHE University Bookstore for the campus through which the course is being taught or may be obtained from another vendor.
- IHE will contact LEAs with changing textbook information as applicable. IHEs must confirm current editions of textbooks with the University Bookstore prior to purchasing textbooks from other vendors.

Contact Hours Pertaining to CCP Teachers

- CCP teachers are obligated to meet the minimum required number of contact hours for the course(s) taught per semester. While courses may have variable start dates, all courses must follow the IHE end of term, final exam, and grade submission dates.
- In order to ensure meeting the required contact hours, CCP teachers are expected to make up lost contact hours.
- In line with the importance of contact hours and attendance, students may not be added to a course after the "last date to add" deadline, unless an error in the registration process occurred.

Student Evaluation of Instructor Performance

CCP teachers will be evaluated once each semester by the students using the same course evaluation instruments utilized on the IHE's campuses. The evaluation information will be disseminated to the CCP teachers in advance to share with students approximately two weeks prior to the end of the academic semester. The course evaluation may be completed online or on paper depending on the IHE's decision for distribution.

SECTION XI: CONTINUATION OF CCP COURSE OFFERINGS AT HIGH SCHOOL

This MOU is a binding agreement and, should either party fail to adhere to its responsibilities therein, the removal of CCP courses will be considered if the infraction is not corrected after documentation.

SECTION XII: GRANTING OF COLLEGE CREDIT

Transcripts

The IHE is responsible for maintaining the college transcript for each student. All CCP approved courses are identified on the college transcript as regular college-level course work.

SECTION XIV: STATE REPORTING

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

SECTION XV: APPEALS

Each student has the right to appeal decisions concerning the CCP program. The LEA and IHE shall have a student appeals process. LEA and IHE decisions are final.

SECTION XVI: RELEVANT LAWS

At all times, the parties agree to follow and be responsible for their own compliance with all local, state and Federal laws and regulations related to the CCP program, including but not limited to the provisions of section 3333-1-65, et seq. of the Ohio Administrative Code, as amended. At any time, should a party's inability to comply with the law interfere with that party's ability to adhere to the terms of this Agreement or should such inability impede that party's eligibility under this program, the other party shall have the right to suspend or terminate this Agreement. Notwithstanding the foregoing, the parties shall take all reasonable actions to mitigate any effects of such action upon currently enrolled students.

SECTION XVII: NONDISCRIMINATION

Each party agrees to comply with all applicable laws regarding affirmative action and equal employment opportunity in connection with this Agreement and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, religion, gender, sexual orientation, national origin, ancestry, disability, genetic information, age, military status, or identity as a disabled veteran or veteran of the Vietnam era, recently separated veteran, or other protected veteran.

SECTION XVIII: MARKETING, ADVERTISING AND PROMOTION

LEA and IHE shall cooperatively market the CCP program by:

- Equally promoting the Agreement to partner's students and their families, as well as to the communities served by the partner through each entity's website.
- LEA shall provide IHE with reasonable access to LEA students, parents and counselors to allow IHE to market and promote the program.

LEA shall market the CCP program by:

- Identifying this agreement with IHE in the required annual notice to students, in the required annual information session, in the annual program of studies, and on the school website.
- Providing IHE with advanced notification and opportunity to present during the LEA's annual CCP informational sessions.
- Providing IHE with reasonable access to partner students, parents and counselors to allow IHE to market and promote the program.
- Assisting IHE in mailing promotional materials to partner students and parents by providing their home addresses.

SECTION XX: TERMS AND CONDITIONS

The initial term of this Agreement shall be from July 1, 2019 to June 30, 2020. This Agreement may not be altered or modified by any party adhering to it, with the exception of the Appendix. The IHE may modify the list of college credit plus courses in the Appendix of this Agreement. Modifications to the Appendix must be submitted to the LEA prior to the beginning of a new semester. This Agreement shall expire on June 30, 2020.

Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.

SECTION XXI: APPROVALS **IHE (Kent State University):** 12 Dec. 101 Executive Vice-President and Provost Date 12/13/18 Date Senior Vice President for Emance and Administration School LEA: (School District Name) Anca District Charter Representative/Superintendent Jumie Davis Treasurer



College Credit Plus Pathways

Students participating in College Credit Plus select course(s) to be taken after consultation with both their high school counselor and their Kent State University academic advisor. Course enrollment may be determined by placement recommendations, course prerequisites, academic goals, high school graduation requirements, intended college major, and course availability.

The 15 and 30 credit hour Pathways below represent a sample of courses that may be taken by a typical full-time, first year college student. CCP students may select from courses that are not part of the 15 and 30 credit hour Pathways and are not required to attend Kent State University full time. They are limited to no more than 18 credit hours per semester and no more than 30 credit hours total per academic year. Students should refer to the Kent State University Roadmaps available online at: http://solutions.kent.edu/GPS/ROADMAP/browse/ug/all as a guide to the Kent CORE and additional required courses for a specific major or degree program of interest to them.

15 Credit Hour Pathway

Kent State University Course Name & Number	Course Prerequisite	College Credits
ENG 11011 - College Writing I	Placement	3
Kent CORE Mathematics or Critical Reasoning	See Catalog	3-5
Course		
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
		Total Credits:

30 Credit Hour Pathway (includes 15 Credit Hour Pathway above)

Kent State University Course Name & Number	Course Prerequisite	College Credits
Kent CORE English course	See Catalog	3
Kent CORE Mathematics or Critical Reasoning	See Catalog	3-5
Course		
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
		Total Credits:

19

Trumbull Campus Lance R. Grahn, Ph.D. Dean and Chief Administrative Officer (CAO) 4314 Mahoning Ave., N.W. Warren, OH 44483-1998 (330) 847-0571 lgrahn@kent.edu

Tuscarawas Campus

Bradley A. Bielski, Ph.D. Dean and Chief Administrative Officer (CAO) 330 University Dr., NE New Philadelphia, OH 44663 (330) 339-3391 <u>bbielski@kent.edu</u>