

# Policy Exhibit Summary

EX. A ~ January 12, 2017

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OLENTANGY LOCAL SCHOOL DISTRICT

First Reading December 8, 2016 Second Reading/Approval January 12, 2017

## Fall 2016 NEOLA Recommended Policy Updates (Vol 35, N1)

POLICY NUMBER	POLICY NAME	AREA	TYPE
0100	Definitions	Bylaw	Revised
1530	Evaluation of Principals and Other Administrators	Administration	Revised
1619.01	Privacy Protections of Self-Funded Group Health Plans	Administration	Revised
1619.02	Privacy Protections of Fully Insured Group Health Plans	Administration	Revised
1619.03	Patient Protection and Affordable Care Act	Administration	New
2105	Mission of the District	Program	District Requested-Revision
2110	Statement of Philosophy	Program	District Requested-Revision
2460	Special Education	Program	Revised
3220	Standards-based Teacher Evaluation	Professional	Revised
3223	Standards-based School Counselor Evaluation	Professional	Revised
3419.01	Privacy Protections of Self-Funded Group Health Plans	Professional	Revised
3419.02	Privacy Protections of Fully Insured Group Health Plans	Professional	Revised
3419.03	Patient Protection and Affordable Care Act	Professional	New
4419.01	Privacy Protections of Self-Funded Group Health Plans	Classified	Revised
4419.02	Privacy Protections of Fully Insured Group Health Plans	Classified	Revised
4419.03	Patient Protection and Affordable Care Act	Classified	New
5330.02	Procurement and use of Epinephrine Auto Injectors in Emergency Situations	Student	Revised
5336	Care of Students with Diabetes	Student	District Requested Revision
5830	Student Fund Raising	Student	Revised
6605	Crowdfunding	Finances	New
8330	Student Records	Operations	Revised
9700	Relations with Special Interest Groups	Relations	Revised

**Note:** Policy additions are written in **red and underlined** and deletions will be in **blue** and have a **strike-through** it.

Revised 12/9/16/ja

Revised 12/28/16/ja

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**DEFINITIONS**

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

**Administrative Guideline**

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

**Agreement**

A collectively negotiated contract with a recognized bargaining unit.

**Apps and Web Services**

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

**Board**

The Board of Education.

**Bylaw**

Rule of the Board for its own governance.

**Classified Employee**

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

**Compulsory School Age**

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

**District**

The School District.

**Due Process**

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

**Educational Service Center Superintendent**

The Superintendent of Schools for the Central Ohio Educational Service Center Schools.

**Full Board**

Authorized number of voting members entitled to govern the District.

**Information Resources**

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

**May**

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

**Meeting**

Any gathering which is attended by or open to all of the members of the Board, held with the intent on the part of the members of the body present to discuss or act as a unit upon the specific public

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business of that body.

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**Parent**

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

Although the grandparent is authorized to provide consent in all school related matters and to obtain from the school district educational and behavioral information about the student, the power of attorney does not preclude the parent, guardian or custodian of the child from having access to all school records pertinent to the child.

Likewise, although the grandparent is authorized to provide consent in all school related matters and to discuss with the school district the student's educational progress, the caretaker authorization affidavit does not preclude the parent, guardian or custodian of the child from having access to all school records pertinent to the child.

R.C. 3313.64, 3109.52, 3109.65

**Personal Communication Devices**

Personal communication devices ("PCDs") include computers, laptops, tablets, e-readers, cellular/mobile phones, smartphones, (X) and/or other web-enabled devices of any type.

**Policy**

A general, written statement by the governing board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

**President**

The chief executive officer of the Board. (See Bylaw 0170)

**Principal**

The educational leader and head administrator of one (1) or more District schools. In policy and administrative guidelines, implies

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delegation of designated responsibilities to appropriate members of his/her staff.

**Professional Staff Member**

An employee who implements or supervises one (1) or more aspects of the District's program and whose position requires a professional credential from the Division of Teacher Education and Licensing.

**Relative**

The mother, father, sister, brother, spouse, parent of spouse, child, grandparents, grandchild, or dependent in the immediate household as defined in the negotiated, collectively-bargained agreement.

**Secretary**

The Treasurer is the chief clerk of the Board of Education.

**Shall**

This word is used when an action by the Board or its designee is required. (The word "will" or "must" signifies a required action.)

**Student**

A person who is officially enrolled in a school or program of the District.

**Superintendent**

The chief executive officer of the School District. In policy, implies delegation of responsibilities to appropriate staff members.

**Technology Resources**

The Board defines Technology Resources to include computers, laptops, tablets, e-readers, cellular/mobile telephones, smartphones, web-enabled devices, video and/or audio recording equipment, SLR and DSLR cameras, projectors, software and operating systems that work on any device, copy machines, printers and scanners, information storage devices (including mobile/portable storage devices such as external hard drives, CDs/DVDs, USB thumb drives and memory chips), the computer network, Internet connection, and online educational services and apps.

**Textbook**

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This word is used to describe the learning material duly adopted and required as standard work for the study of a particular subject. It may be bound and printed with a hard or soft cover, or it may be electronic, e.g., computer software, interactive videodisc, magnetic media, CD ROM, computer courseware, on-line service, electronic medium, or other means of conveying information.

**Treasurer**

The chief fiscal officer of the District.

**Vice-President**

The Vice-President of the Board of Education. (See Bylaw 0170)

**Voting**

A vote at a meeting of the Board of Education. The law requires that Board members must be physically present in order to have their vote officially recorded in the Board minutes.  
R.C. 3313.18, 3313.20

Citations to Ohio Statute are noted as R.C. (Revised Code). Citations to Rules of the State Board of Education are noted as A.C. (Administrative Code). Citations to the Federal Register are noted as FR, to the Code of Federal Regulations as C.F.R., and to the United States Code as U.S.C.

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# policy

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## EVALUATION OF PRINCIPALS AND OTHER ADMINISTRATORS

### **Application**

This policy shall apply to all persons employed by the Board of Education in a position requiring licensure as an administrator. This definition excludes school counselors but includes professional pupil services personnel and administrative specialists (or equivalent positions) who spend less than fifty percent (50%) of their time teaching or otherwise working directly in the presence of students.

This policy shall also apply to all persons employed in positions not requiring administrative licensure, but whose job duties enable them to be considered either a "supervisor" or "management level employee" as defined in R.C. 4117.01.

### **Procedures**

#### General Requirements

The Superintendent shall implement a program of regular evaluation for all administrative personnel which includes the following elements:

- A. The evaluation process shall fairly attempt to measure the administrator's effectiveness in performing the duties set forth in his/her job description.
- B. A written evaluation document shall be produced for each evaluation. Each administrator shall be evaluated at least once annually.
- C. The evaluation shall be conducted by the Superintendent or his/her designee (such designation may be oral or in writing) prior to the Board's consideration of contract renewal or non-renewal, the Superintendent may review the results of the evaluation process if requested by the Board.

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## **Specific Requirements for Building Principals and Assistant Principals**

In addition to the above, procedures for the evaluation of District building principals and assistant principals will be based upon comparable standards as set forth in the policy adopted by the Board for the evaluation of teachers pursuant to R.C. 3319.111, but tailored to address the duties and responsibilities of building principals and assistant principals and the environment in which they work. The Superintendent is authorized to develop administrative guidelines for the procedural and substantive evaluation of building principals and assistant principals consistent with this policy and State law and is further authorized to access the Ohio Principal Evaluation System (OPES) model as a resource in the development and maintenance of an evaluation process which is weighted equally on student growth measures and performance on the standards of the profession for principals and assistant principals.

## **Evaluation Instruments**

The Superintendent may, in his/her discretion, utilize a single evaluation instrument related to professional standards for all administrative positions, instruments particularized for each position, or a combination of both types of instruments.

Evaluation instruments shall be developed and/or utilized by the Superintendent or designee as s/he may determine in his/her best professional judgment and may be modified from time-to-time by the Superintendent or designee in the exercise of such professional judgment. Specific Board approval of the evaluation instruments or modifications to such instruments shall not be required.

## **Basis for Evaluation**

Each evaluation shall fairly attempt to measure the administrator's effectiveness in performing the duties of his/her job description.

Evaluations may be based upon the direct formal observations of the administrator, but may also consider informal or incidental observations and other relevant information which is within the knowledge of or brought to the attention of the evaluator. Out-of-school conduct may be considered if such conduct impairs the individual's effectiveness as an administrator or as a role model for students and staff.



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## **Observations and Conferences**

A pre-evaluation conference may be conducted if deemed necessary or advisable by the evaluator.

Formal observations may be made of the administrator, either announced or unannounced, but shall not be a required element of the evaluation process except for principals and assistant principals, who are subject to OPES. Whether formal observations are deemed appropriate to other administrative positions ~~the position~~ shall be determined by the evaluator on a case-by-case basis.

Following any formal observations and/or gathering of other evaluative data, and before finalizing any evaluation report, the evaluator shall arrange a post-evaluation conference at which the results of the evaluation process are discussed with the administrator. To the extent that any weaknesses or deficiencies have been identified in the evaluation process, the evaluator shall offer suggestions for improvement. Identified weaknesses and suggestions for improvement shall be identified in the evaluation report, but shall not be a required element of any evaluation. However, for principals and assistant principals, the requirements of OPES shall apply in determining the need for growth and/or improvement plans.

A final written evaluation report shall be produced in a manner deemed appropriate by the evaluator, in consultation with the administrator. This evaluation report may be combined with the evaluation instruments, or may be a separate document. The evaluation report shall be signed and dated by the administrator and the evaluator at the conclusion of the post-evaluation conference. The signature of the administrator shall not necessarily indicate that s/he agrees with the evaluator's comments or conclusions, but only that s/he has been made aware of such comments or conclusions. A copy of the evaluation report shall be provided to the administrator.

The final evaluation report for an administrator in the last year of his/her contract shall include the Superintendent's intended recommendation to the Board concerning the renewal or non-renewal of the contract.

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## **Number and Timing of Evaluations**

### A. First Year Administrator

All administrators in their first year of employment with the District shall be evaluated two (2) times during the school year. The first evaluation must be completed by December 15; the second evaluation must be completed by March 1. A written copy of both evaluations shall be provided to the administrator.

### B. Administrator in Final Year of Contract

An administrator whose contract is due to expire at the conclusion of the current school year shall have at least one (1) preliminary evaluation and one (1) final evaluation during such year. A written copy of the preliminary evaluation report shall be provided to the administrator at least sixty (60) days prior to any Board action on the renewal or non-renewal of the contract. A written copy of the final evaluation report shall be provided to the administrator at least five (5) days prior to any Board action on the renewal or non-renewal of the contract.

## **Meeting with Board**

Each administrator shall be provided the opportunity to meet with the Board in executive session prior to the Board's action on his/her contract. In this meeting, the Board shall discuss its reasons for considering the renewal or non-renewal of the contract. The administrator may be accompanied by a representative of his/her choosing at the meeting. However, no witnesses or other persons may appear with or on behalf of the administrator without the express permission of the Board.

Written notice of the right to have such a meeting with the Board shall be provided in accordance with law to each administrator whose contract is expiring at the conclusion of the current school year.

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## **Written Rebuttal**

The administrator may, at any time following the receipt of an evaluation report, submit a written rebuttal, not to exceed three (3) pages in length, which shall be promptly attached to the evaluation report and any copies of the evaluation report which are retained in the District's records or submitted to the Board for its consideration.

## **Legal Effect**

This policy and the procedures contained herein shall not create a legal expectancy of continued employment or a property interest in continued employment, and shall not be deemed a part of any individual administrator's contract or otherwise a contractual obligation of the Board.

To the extent that any of the procedures contained herein exceed the requirements of Ohio law, such procedures shall not be construed as a pre-condition to contract non-renewal and shall not prevent the Board from proceeding with a contract non-renewal which otherwise satisfies the minimum requirements of Ohio law.

R.C. 3319.02, 3319.111, 3319.112, 4117.01

Adopted 1/26/12

Revised 4/26/12

Revised 8/27/13

Revised 12/11/14

Revised 6/25/15

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**REPLACE POLICY - VOL. 35, NO. 1**

**PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS**

The Board of Education provides coverage to eligible employees under self-funded group health plans. The Board has established the following self-funded group health plans:

- (X) Medical Plan
- (X ) Prescription Drug Plan
- ( ) Dental Plan
- ( ) Vision Plan
- ( ) Employee Assistance Plan
- ( ) Long-term Care Plan (not long-term disability)
- ( ) Health Flexible Spending Accounts (FSA)
- ( ) Other; specify \_\_\_\_\_

The Board acknowledges that these group health plans are required to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as amended by Title I of the Genetic Information Nondiscrimination Act (GINA). Certain health information maintained by these group health plans is afforded significant protection by this Federal law.

The Board hereby appoints the Treasurer's Office to serve as the Privacy Official of the group health plans. The Privacy Official shall develop, propose to the Board, and implement policies and procedures for the group health plan(s) relating to the use and disclosure of Protected Health Information. The Privacy Official shall verify that the policies and procedures are current and comply with Federal law. ~~The Board delegates authority to the Privacy Official to develop, propose to the Board, and implement policies and procedures for the group health plan(s) relating to the use and disclosure of Protected Health Information. In the event that the HIPAA Privacy Rule is subsequently amended, the Privacy Official is directed to recommend to the Board necessary amendments to the policies and procedures.~~

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~~The Board also acknowledges that the HIPAA Security Rule requires the group health plan(s) to implement various security measures with respect to electronic Protected Health Information. The Board hereby appoints \_\_\_\_\_ to serve as the Security Official of the group health plans. The Board delegates authority to the Security Official to develop, propose to the Board, and implement policies and procedures for the group health plan(s) relating to the security of electronic Protected Health Information, if applicable. In the event that the HIPAA Security Rule is subsequently amended, the Security Official is authorized to recommend to the Board necessary amendments to the policies and procedures.~~The Board also acknowledges that the HIPAA Security Rule requires the group health plan(s) to implement various security measures with respect to electronic Protected Health Information. The Board hereby appoints the Treasurer's Office to serve as the Security Official of the group health plans. The Security Official shall conduct a risk analysis and develop, propose to the Board, and implement policies and procedures for the group health plan(s) relating to the security of electronic Protected Health Information, if applicable. The Security Official shall verify that the policies and procedures are current and comply with Federal law.

The Board further delegates authority to the Privacy Official and/or the Security Official to undertake such other actions as provided by ~~the HIPAA~~ administrative guidelines in effect from time to time. The Privacy Official and/or Security Official shall report his/her progress to the Board. ~~upon request. The Board reserves the right to revoke any or all delegations set forth in this policy at any time and for any reason.~~

[+] ~~Since the Department of Health and Human Services (HHS) has the authority to impose civil monetary penalties (CMP) for violations of the HIPAA Privacy Rule and the HIPAA Security rule, the Board agrees to indemnify and hold harmless the Privacy Official and Security Official for any CMP imposed upon the Privacy Official or Security Official in connection with the performance of his/her duties for the group health plans. Notwithstanding the foregoing language, the Board shall not indemnify the Privacy Official or Security Official in the event the CMP was imposed as the result of intentional misconduct or gross negligence by the Privacy Official or Security Official.~~

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[X] The Department of Health and Human Services (HHS) has the authority to impose civil monetary penalties upon Covered Entities. HHS has not historically imposed these penalties directly upon individuals. Notwithstanding the foregoing, the Board agrees to indemnify and hold harmless the Privacy Official and Security Official in connection with the performance of their delegated duties for the group health plans, except to the extent that any liability is imposed as the result of intentional misconduct or gross negligence by the Privacy Official or Security Official as defined by law.

The group health plans administrator(s) shall provide timely notifications of breaches of unsecured protected health information in accordance with the Health Information Technology for Economic and Clinical Health (HITECH) Act and accompanying regulations.

The Board reserves the right to revoke any or all appointments set forth in this policy at any time for any reason.

45 C.F.R. 164.530

45 C.F.R. 164.308

~~29 C.F.R. Part 1635~~

~~42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act~~

42 U.S.C. 1320d-5(a)(1)

45 U.S.C. 160.102(a), 164.308(a)(2), 164.530(a), 164.530(i)

45 C.F.R. 164.530

45 C.F.R. 164.308

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**REPLACE POLICY - VOL. 35, NO. 1**

**PRIVACY PROTECTIONS OF FULLY INSURED GROUP HEALTH PLANS**

The Board of Education provides coverage to eligible employees under fully insured group health plans. The Board has established the following fully insured group health plans:

- ☐ ~~Medical Plan~~
- ☐ ~~Prescription Drug Plan~~
- ☒ Dental Plan
- ☒ Vision Plan
- ☐ ~~Employee Assistance Plan~~
- ☐ ~~Long term Care Plan (not long term disability)~~
- ☐ ~~Other; specify \_\_\_\_\_~~

The Board acknowledges that these group health plans are required to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule as amended by Title I of the Genetic Information Nondiscrimination Act (GINA). Fully insured group health plans generally are exempt from many of the requirements imposed upon self-funded group health plans.

The Board also acknowledges that these fully insured group health plans are required to comply with the HIPAA Security Rule. The group health plans, working together with the insurer, will ensure the confidentiality, integrity, and availability of the group health plans' electronic Protected Health Information in accordance with the HIPAA Security Rule.

~~The Board hereby appoints \_\_\_\_\_ to serve as the Security Official of the group health plans. The Board delegates authority to the Security Official to perform an information technology risk analysis and to develop risk management procedures, if necessary.~~

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The Board hereby appoints the Treasurer's Office to serve as the Security Official of the group health plans. ~~shall review the insurer's internal policies and procedures implementing various security measures required by the HIPAA Security Rule with respect to electronic Protected Health Information.~~ All of the group health plans' functions are carried out by the insurer and the insurer owns and controls all of the equipment and media used to create, maintain, receive, and transmit electronic Protected Health Information relating to the group health plans. Accordingly, the insurer is in the best position to implement the technical, physical, and administrative safeguards required by the HIPAA Security Rule. ~~The Security Official may elect to utilize, as administrative guidelines, the insurer's own policies addressing security measures for the group health plans' electronic Protected Health Information, as appropriate.~~

The Security Official does not have the ability to assess or adjust the insurer's policies related to the HIPAA Security Rule. Accordingly, unless otherwise determined by the Security Official, the group health plans shall utilize as administrative guidelines the insurer's own policies addressing security measures for the group health plans' electronic Protected Health Information.

[X] The Department of Health and Human Services (HHS) has the authority to impose civil monetary penalties upon Covered Entities. HHS has not historically imposed these penalties directly upon individuals. Notwithstanding the foregoing, the Board agrees to indemnify and hold harmless the Privacy Official and Security Official in connection with the performance of their delegated duties for the group health plans, except to the extent that any liability is imposed as the result of intentional misconduct or gross negligence by the Privacy Official or Security Official as defined by law.

The fully insured group health plans established by the Board shall:

- A. Refrain from taking any retaliatory action against any individual for exercising any right under the plan, filing a complaint with Health and Human Services, participating in any proceeding under Part C of Title XI of the Social Security Act, or opposing any act or practice made unlawful by the Privacy Rule provided that the individual has a good faith belief that the practice opposed is unlawful.



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- B. Not impose a requirement that participants waive their rights under the Privacy Rule as a condition of the provision of payment, enrollment in a health plan, or eligibility of benefits.
- C. If the plan document is amended in accordance with the Privacy Rule, the plan must retain a copy of the plan document as amended for six (6) years from the date of its amendment or the date when it last was in effect, whichever is later.
- D. Provide notification to affected individuals, the Secretary of the U.S. Department of Health and Human Services, and the media (when required), if the plan or one of its business associates discovers a breach of unsecured protected health information, in accordance with the requirements of HIPAA and its implementing regulations.

Fully insured group health plans established by the Board shall not create or receive protected health information, except for:

- A. Summary health information. Summary health information is de-identified information that summarizes claims history, claims expenses, or type of claims experienced by health plan participants.
- B. Information on whether an individual is participating in a group health plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the plan.
- C. Information disclosed to the plan under a signed authorization that meets the requirements of the Privacy Rule.

29 C.F.R. Part 1635

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

45 C.F.R. 160.102(a), 164.530(g), 164.530(h), 164.530(j), 164.530(k), 164.404

45 C.F.R. 164.406, 164.408, 164.502, 164.520(a)

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**NEW POLICY - VOL. 35, NO. 1**

**PATIENT PROTECTION AND AFFORDABLE CARE ACT**

The Board of Education acknowledges that the Patient Protection and Affordable Care Act (“ACA”) imposes certain obligations upon the District. Such obligations may include the following:

- A. The District shall notify new employees of health insurance options available through the Health Insurance Marketplace within fourteen (14) days of an employee’s employment start date. Sample form notices are available from the U.S. Department of Labor at:

<http://www.dol.gov/ebsa/healthreform/regulations/coverageoptionsnotice.html>

- B. Employees of the District have the option to enroll in the Health Insurance Marketplace. If a full-time employee (as defined by the ACA) of the District enrolls in the Health Insurance Marketplace and receives a subsidy, then the District may be liable for a penalty.

In event that the District concludes that it is fiscally-wise to incur the potential penalty in lieu of providing affordable, minimum value coverage to all full-time employees, the District shall incur the potential penalty.

29 USC 218B  
26 USC 4980H

# policy

**BOARD OF EDUCATION  
OLENTANGY LOCAL SCHOOL DISTRICT  
REVISED**

PROGRAM  
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## MISSION OF THE DISTRICT

### **OUR MISSION IS TO FACILITATE MAXIMUM LEARNING FOR EVERY STUDENT**

#### BOARD OF EDUCATION COMMITMENT TO EXCELLENCE:

The Board of Education is committed to focusing on student learning to achieve the District's mission. This will be accomplished through efficient and sustainable use of resources to support an innovative learning environment.

VISION ~~The Framework for Excellence~~ To be the Recognized Leader for High Performance and Efficiency in Education

~~Our students will perform at a level that surpasses or is equal to their projected level of achievement. We will promote high expectations for students in all areas: academic, artistic, physical, health, citizenship and service. In a fiscally responsible manner, we will commit the resources necessary to establish and maintain:~~

- A. ~~A respectful,~~ **A respectful,** caring, and safe environment
- B. ~~Research-based,~~ **Research-based,** student-focused instruction
- C. ~~Information-driven~~ decision-making
- D. ~~A focused~~ and challenging curriculum
- E. ~~Collaboration~~ focused on improving student learning
- F. ~~An active~~ partnership with parents and the community

The vision of the District illustrates the Board of Education's commitment to achieve a level of excellence, while continuously adapting to meet the challenges of the future.

#### FOCUS *Building on Olentangy's Tradition of Excellence*

The staff will focus on quality classroom practices including a rigorous curriculum, aligned assessments and focused instruction to achieve maximum learning in every environment.

# policy

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CONTINUOUS IMPROVEMENT PLAN *Getting Better with Time*

The District will continually monitor and improve academic performance, efficiency, effectiveness, and customer service through the District and building continuous improvement plan process. This will include achieving excellence through benchmarks and indicators. The plan will be reviewed annually and updated as necessary.

Adopted 5/25/11  
Revised 10/26/11  
Revised 8/27/13  
Revised 7/9/14  
Revised 12/10/15

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**STATEMENT OF PHILOSOPHY**

~~In the Olentangy School District, the philosophy of education is the District's Mission and Vision Statement.~~

~~The mission of the Board of Education is to assure that the Olentangy School District facilitates maximum learning for every student.~~

~~The vision states the following:~~

~~Vision~~

~~Our students will perform at a level that surpasses or is equal to their projected level of achievement. We will promote high expectations for students in all areas, academic, artistic, physical, health, citizenship and service. In a fiscally responsible manner, we will commit the resources necessary to establish and maintain:~~

- ~~A. — a respectful, caring, and safe environment~~
- ~~B. — research based, student focused instruction~~
- ~~C. — information driven decision making~~
- ~~D. — a focused and challenging curriculum~~
- ~~E. — collaboration focused on improving student learning~~
- ~~F. — an active partnership with parents and the community~~

~~A.C. 3301-35-01, 3301-35-02 (A)~~

**MISSION:**        *Our mission is to maximize learning for every student.*

**VISION:**        *Our vision is to be the recognized leader for high performance and efficiency in education.*

**A.C. 330135 0, 3301 35 02 (A)**

Adopted 5/25/11

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**REPLACE POLICY - VOL. 35, NO. 1**

**SPECIAL EDUCATION**

The Board of Education is committed to providing a free appropriate public education (FAPE) to children with disabilities identified in accordance with applicable State and Federal laws, rules, and regulations. This includes students who are confined to community corrections facilities or juvenile detention centers. The District shall provide students with disabilities the services to which they are entitled pursuant to their individualized education programs (IEPs) and in accordance with the Operating Standards for Ohio Educational Agencies Serving Children with Disabilities, including Child Find and Evaluation requirements. Students with disabilities who are in adult county jails shall continue to receive FAPE during incarceration subject to their continued eligibility for services and subject to exceptions related to security and safety.

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

**Option #1 [NOTE: Choose this Option if the District is adopting the Special Education Model Policies and Procedures.]**

In order to satisfy the requirements of the *Operating Standards for Ohio Educational Agencies Serving Children with Disabilities* ("Ohio Operating Standards"), the Board of Education adopts the model policies and procedures promulgated by the Ohio Department of Education's Office of Exceptional Children (ODE-OEC), which is incorporated by reference into this policy. While the Special Education Model Policies and Procedures ("Model Policies") issued by the ODE-OEC are comprehensive, the document does not include every requirement set forth in the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"), the regulations implementing the IDEIA, the Operating Standards, the Ohio Revised Code, and/or the Ohio Administrative Code. As such, the Board affirms its obligation to follow these laws and regulations, regardless of whether their provisions are restated in the Model Policies.

**[END OF OPTION #1]**

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**Option #2 [NOTE: Choose this Option is the District is writing its own Special Education Policies and Procedures.]**

~~In order to satisfy the requirements of the Operating Standards for Ohio Educational Agencies Serving Children with Disabilities, the Board developed the following policies and procedures regarding the education of children with disabilities: \_\_\_\_\_ [reference all policies and procedures].~~

~~[ ] \_\_\_\_\_ The Board further adopts the following method as the one it will use to determine the existence of a specific learning disability: \_\_\_\_\_. The Superintendent is directed to develop written procedures for the implementation of this method.~~

**[NOTE: END OF OPTION #2]**

Copies of ( **X** ) Model Policies and Procedures ( ~~-~~ ) ~~relevant policies and procedures~~ are available at the office of the Board of Education.

R.C. 3323.05, 3323.051, 3323.08  
A.C. 3301-51-01 et seq., 3301-51-02(F)  
IDEIA, 20 U.S.C. 1400 et seq.  
34 C.F.R. Part 300

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**STANDARDS-BASED TEACHER EVALUATION**

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.

The Board adopts a modified aligned version of the Ohio Teacher Evaluation System (“OTES”) model.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Olentangy Teachers Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

**Definitions**

**“OTES”** - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

**“Teacher”** – For purposes of this policy, “teacher” means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under R.C. 3319.301.



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Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Olentangy Teachers Association.

**“Credentialed Evaluator”** - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

**“Core Subject Area”** – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

**“Student Growth”** – for the purpose of the District’s evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

**“Student Learning Objectives” (“SLOs”)** - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

**“Shared Attribution Measures”** – student growth measures that can be attributed to a group.

**“Value-Added”** – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on State issued standardized assessments.

**“Vendor Assessment”** – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

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**[Drafting Note: Districts may wish to consider further definitions, including but not limited to those listed below:]**

**"Evaluation Cycle"** – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.

**[x] "Evaluation Factors"** – refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two (2) factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

**"Evaluation Framework"** – means the document revised and approved by the Olentangy Teacher Evaluation Committee that is based on Ohio Department of Education (ODE) recommendations in accordance with R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

**"Evaluation Instruments"** – refers to the forms developed by the ODE and/or the Olentangy Teacher Evaluation Committee.

**"Evaluation Procedure"** – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

**"Evaluation Rating"** – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the evaluation factors are combined.

Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings: Accomplished, Skilled, Developing, or Ineffective.

**"Teacher Performance"** – is the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

**"Teacher-Student Data Linkage"** (TSDL) – refers to the process of connecting the teacher(s) of record (based upon above definition) to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

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**Standards Based Teacher Evaluation**

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- A. accomplished;
- B. skilled;
- C. developing; or
- D. ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent or designee shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

[x] The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

**Assessment of Teacher Performance**

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, which will comprise fifty-percent (50%) of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- A. understanding student learning and development and respecting the diversity of the students they teach;
- B. understanding the content area for which they have instructional responsibility;

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- C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;
- F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- G. assuming responsibility for professional growth, performance and involvement.

**Formal Observation and Classroom Walkthrough Sequence**

- A. Except as otherwise provided herein, all instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on at least **two (2)** formal observations and periodic classroom walkthroughs **each school year**.
- B. A teacher who has been granted a continuing contract by the Board and who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated every three (3) school years, as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher.
- C. A teacher who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every other school year, as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher.
- D. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher. This also applies to teachers who received an accomplished or skilled rating in 2013-2014. The administration shall prepare a form to document this observation and conference.

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Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

**Teachers on Leave or Retiring**

A teacher who: (1) was on leave for fifty percent (50%) or more of the school year; or (2) has submitted notice of retirement that is accepted by the Board on or before December 1st of the school year, shall not be evaluated during that school year.

For purposes of this exception, a teacher may be deemed to be on leave for fifty percent (50%) or more of the school year only if the teacher is on an approved leave of absence for at least this portion of the school year, with such leave approved by no later than December 31st of that year. If a teacher works a part-time schedule on certain days of the week (e.g., Mondays, Wednesday and Fridays), leave will be measured based on half of the part-time teacher's contract days.

Evaluations will be completed by May 1<sup>st</sup> and each teacher will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>. Written notice of nonrenewal will be provided by June 1st.

**Assessment of Student Growth**

In determining student growth measures, the Board adopts a modified and aligned version of the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences (excused or unexcused) for the school year will not be included in the determination of student academic growth.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures.

When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

A. above;

B. expected;

C. below.

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- (5) Most Effective
- (4) Above Average
- (3) Average
- (2) Approaching Average
- (1) Least Effective

**Final Evaluation Procedures**

Each teacher's performance rating will be combined with the assessment of student growth measures (X) and any other locally determined alternative measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix": criteria developed by the Ohio Department of Education.

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

**Teacher Performance**

		4	3	2	1
Student Growth Measure	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

**Professional Growth Plans and Professional Improvement Plans**

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance-final summative rating indicates above expected levels of student growth is "accomplished" will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in a teacher evaluation form.

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- B. Teachers whose ~~performance—final summative~~ rating ~~indicates expected levels of student growth is skilled~~ will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in a teacher evaluation form.
- C. Teachers whose final summative rating is "developing" will develop a professional growth plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approved the professional growth plan, utilizing the components set forth in the "Teacher Evaluation Form."
- ~~C.D.~~ Teachers whose final summative~~performance~~ rating ~~indicates below expected levels of student growth~~ is "ineffective" will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in the "Teacher Evaluation Form."

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- C. ~~Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in a teacher evaluation form.~~

**Core Subject Teachers - Testing for Content Knowledge**

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

The Board adopts the following procedure to be used by District administrators in making retention and promotion decisions:

- A. The most recent three (3) school years' evaluations for affected teachers shall be considered (to the extent the teacher has been employed by the District during that time).
- B. No teacher will be retained, promoted over an alternative internal candidate whose average rating over three (3) years or in the most recent school year is higher, subject to R.C. 3319.17.
- C. The Board will comply with R.C. 3319.58.

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

**Removal of Poorly Performing Teachers**

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Olentangy Teachers Association.



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Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Olentangy Teachers Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226

R.C. 3319.26, 3319.58, 3333.0411

A.C. 3301-35-03(A)

[Sub. H.B. 362](#)

[H.B. 64 \(2015\)](#)

Adopted 10/26/11

Revised 5/23/13

Revised 12/12/13

Revised 9/25/14

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**STANDARD S - BASED SCHOOL COUNSELOR EVALUATION**

The Board of Education is responsible for a standards-based school counselor evaluation policy which conforms to the framework for the evaluation of school counselors as approved by the State Board of Education and aligns with the "Standards for School Counselors" as set forth in State law.

The Board of Education adopts the Ohio School Counselor Evaluation System (OSCES) as approved by the State Board of Education.

The Board believes school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The standards based system of school counselor evaluations is designed to provide meaningful and consistent feedback to support counselor professional growth and inform employment decisions.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Olentangy Teacher's Association (OTA), and in all extensions and renewals thereof.

This policy has been developed in consultation with school counselors.

The Board authorizes the Superintendent or designee to establish and maintain an ongoing Evaluation Committee, with continuing participation by District counselors for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

**Definitions**

**"OSCES"** - Stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education, or as otherwise modified by the State Board of Education.

**"School Counselor"** - For purposes of this policy, "school counselor" means an employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

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Teachers and other employees who do not meet this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated in accordance with Board policy and/or utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the OTA.

**"Credentialed Evaluator"**- For purposes of this policy, each counselor subject to evaluation will be evaluated by a person who has completed the OSCES training as required by the Ohio Department of Education.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

**"Evaluation Cycle"** – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance assessments on the standards that are conducted for the current school year to assign a summative evaluation rating.

**"Evaluation Factors"**– refers to the multiple measures that are required by law to be used in the school counselor evaluation procedures, including performance on all six (6) areas identified by the standards and the ability to produce positive outcomes using student metrics selected by the Board. School counselors will receive a score in each of the six standards and the student metrics.

**"Evaluation Framework"** – means the standards-based framework adopted by the State Board of Education for the evaluation of school counselors in accordance with R.C. 3319.113.

**"Evaluation Instruments"** – refers to the forms used by the school counselor's evaluator as developed locally.

**"Evaluation Procedure"** – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.113 and to conform to the framework for the evaluation of school counselors developed under R.C. 3319.113.

**"Evaluation Rating"** – means the final summative evaluation level that is assigned to a school counselor pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is combined with the results of student metrics.

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Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

**"High Performing School Counselor"** - is a school counselor who earns a summative rating of "Accomplished" or "Skilled" on his/her most recent evaluations.

**"School Counselor Performance"** - is the assessment of a school counselor's performance on each of the six (6) State-adopted standards, resulting in a performance rating. As an evaluation factor, the school counselor performance dimension is based on direct observations of a counselor's practice by a credentialed evaluator. Performance results are reported as a performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

**"Student Metrics"** - the locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

**Standards-Based School Counselor Evaluation**

School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

- A. Accomplished;
- B. Skilled;
- C. Developing; or
- D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent or designee shall annually cause to be filed a report to the Ohio Department of Education (ODE) in accordance with requirements mandated by ODE. The Board will utilize the ODE's guidelines for reporting this information.

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**Assessment of School Counselor Performance-Standards**

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for School Counselors*:

- A. Comprehensive School Counseling Program Plan;
- B. Direct Services for Academic, Career and Social/Emotional Development;
- C. Indirect Services ~~for Academic, Career and Social/Emotional Development~~; Partnerships and Referrals;
- D. Evaluation and Data;
- E. Leadership and Advocacy; and
- F. Professional Responsibility, Knowledge and Growth.

**Assessment of Student Metrics**

School Counselor performance will include a metric(s) of student outcomes. In this portion, the counselor provides data demonstrating that student skills, knowledge, or behaviors have positively changed as a result of the school counselor's actions. The school counselor and evaluator should collaboratively pre-determine metrics they will use for this portion of the evaluation rubric at the beginning of the evaluation cycle. Data from these measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

**Formal and Informal Observations**

- A. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year.

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- B. A high performing school counselor will be evaluated less frequently as follows.
1. A school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.
  2. A school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated every other year, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

Evaluations will be completed by May 1st and each school counselor will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

**Formal Observation Procedure**

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The second observation will be unannounced.

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**Informal Observation/Walkthrough Procedure**

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

An informal observation is a formative assessment process that focuses on one (1) or more of the components included in the State-adopted standards.

An informal observation should be of sufficient duration to allow the evaluator to assess the focus of the observation.

Data gathered from the observation must be placed on the appropriate designated form ~~designated in the Appendix~~. Feedback from the observation shall be provide after the observation. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.

- A. Informal observations shall not unreasonably disrupt and/or interrupt the work day.
- B. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

**Final Evaluation Procedures**

Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.

The evaluator shall ensure that each evaluation is submitted to the school counselor for his/her acknowledgement by written receipt.

**Professional Growth Plans and Professional Improvement Plans**

Based upon the results of the annual evaluations conducted in accordance with this policy, each school counselor must develop either a professional growth plan or professional improvement plan as follows:

- A. School counselors with a final summative rating of "Accomplished" will develop a professional growth plan.

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- B. School counselors with a final summative rating of "Skilled" will develop a professional growth plan collaboratively with their evaluator.
- C. School counselors with a final summative rating of "Developing" will develop a professional growth plan collaboratively with their evaluator. A building administrator must approve the professional growth plan.
- D. School counselors with a final summative rating of "Ineffective" will develop an improvement plan with their evaluator. A building administrator must approve the improvement plan.

Professional growth and improvement plans must be completed by September 30 each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

**Board Professional Development Plan**

In accordance with the State Board of Education's Statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of school counselors covered by this policy. The plan will be reviewed annually.

**Retention and Promotion Decisions/Removal of Poorly Performing School counselors**

The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of school counselors, renewal of employment contracts, and the removal/nonrenewal of poorly performing school counselors.

**Definitions:**

**"Retention"**- for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decision on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing school counselor may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate an employment contract are not limited by the existence of this policy.



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**"Promotion"**- as used in this context is of limited utility given the fact that school counselors covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining employee assignments, the Board will consider school counselor performance as indicated by evaluations.

**"Poorly Performing School Counselors"**- refers to school counselors identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

**"Comparable Evaluations"**- since seniority may not be the basis for school counselor retention or other employment decisions, except when deciding between counselors who have comparable evaluations, this refers to counselors within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the OTA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a school counselor contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Olentangy Teacher's Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for employees on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a school counselor evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the school counselor's final summative rating.

R.C. 3319.02, 3319.11, 3319.113, R.C. 3319.16  
A.C. 3301-24-05  
H.B. 64

# policy

**BOARD OF EDUCATION  
OLENTANGY LOCAL SCHOOL DISTRICT**  
REVISED

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## PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS

The Board of Education provides coverage to eligible employees under self-funded group health plans. The Board has established the following self-funded group health plans:

- A. Medical Plan
- B. Prescription Drug Plan

The Board acknowledges that these group health plans are required to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as amended by Title I of the Genetic Information Nondiscrimination Act (GINA). Certain health information maintained by these group health plans is afforded significant protection by this Federal law.

The Board hereby appoints the Treasurer's Office to serve as the Privacy Official of the group health plans. The Privacy Official shall develop, propose to the Board, and implement policies and procedures for the group health plan(s) relating to the use and disclosure of Protected Health Information. The Privacy Official shall verify that the policies and procedures are current and comply with Federal law. ~~The Board delegates authority to the Privacy Official to develop, propose to the Board, and implement policies and procedures for the group health plan(s) relating to the use and disclosure of Protected Health Information. In the event that the HIPAA Privacy Rule is subsequently amended, the Privacy Official is directed to recommend to the Board necessary amendments to the policies and procedures.~~

~~The Board also acknowledges that the HIPAA Security Rule requires the group health plan(s) to implement various security measures with respect to electronic Protected Health Information. The Board hereby appoints the Treasurer's Office to serve as the Security Official of the group health plans. The Board delegates authority to the Security Official to develop, propose to the Board, and implement policies and procedures for the group health plan(s) relating to the security of electronic Protected Health Information, if applicable. In the event that the HIPAA Security Rule is subsequently amended, the Security Official is authorized to recommend to the Board necessary amendments to the policies and procedures.~~

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**BOARD OF EDUCATION  
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The Board further delegates authority to the Privacy Official and/or the Security Official to undertake such other actions as provided by ~~the~~HIPAA administrative guidelines in effect from time to time. The Privacy Official and/or Security Official shall report his/her progress to the Board, upon request. ~~The Board reserves the right to revoke any or all delegations set forth in this policy at any time and for any reason.~~

~~Since the~~The Department of Health and Human Services (HHS) has the authority to impose civil monetary penalties ~~(CMP) for violations of the HIPAA Privacy Rule and the HIPAA Security rule,~~upon Covered Entities. HHS has not historically imposed these penalties directly upon individuals. Notwithstanding the foregoing, the Board agrees to indemnify and hold harmless the Privacy Official and Security Official ~~for any CMP imposed upon the Privacy Official or Security Official~~ in connection with the performance of ~~his/her~~their delegated duties for the group health plans. ~~Notwithstanding the foregoing language, the Board shall not indemnify the Privacy Official or Security Official in the event the CMP, except to the extent that any liability is~~ was imposed as the result of intentional misconduct or gross negligence by the Privacy Official or Security Official as defined by law.

[ X] The Department of Health and Human Services (HHS) has the authority to impose civil monetary penalties upon Covered Entities. HHS has not historically imposed these penalties directly upon individuals. Notwithstanding the foregoing, the Board agrees to indemnify and hold harmless the Privacy Official and Security Official in connection with the performance of their delegated duties for the group health plans, except to the extent that any liability is imposed as the result of intentional misconduct or gross negligence by the Privacy Official or Security Official as defined by law.

The group health plans administrator(s) shall provide timely notifications of breaches of unsecured protected health information in accordance with the Health

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Information Technology for Economic and Clinical Health (HITECH) Act and accompanying regulations.

The Board reserves the right to revoke any or all appointments set forth in this policy at any time for any reason.

45 C.F.R. 164.530

45 C.F.R. 164.308

29 C.F.R. Part 1635

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 1320d-5(a)(1)

45 U.S.C. 160.102(a), 164.308(a)(2), 164.530(a), 164.530(i)

45 C.F.R. 164.530

45 C.F.R. 164.308

Adopted 6/25/15

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# policy

**BOARD OF EDUCATION  
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## PRIVACY PROTECTIONS OF FULLY INSURED GROUP HEALTH PLANS

The Board of Education provides coverage to eligible employees under fully insured group health plans. The Board has established the following fully insured group health plans:

- A. Dental Plan
- B. Vision Plan
- C. ~~Employee Assistance Plan~~

The Board acknowledges that these group health plans are required to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule as amended by Title I of the Genetic Information Nondiscrimination Act (GINA). Fully insured group health plans generally are exempt from many of the requirements imposed upon self-funded group health plans.

The Board also acknowledges that these fully insured group health plans are required to comply with the HIPAA Security Rule. The group health plans, working together with the insurer, will ensure the confidentiality, integrity, and availability of the group health plans' electronic Protected Health Information in accordance with the HIPAA Security Rule.

~~The Board hereby appoints the Treasurer's Office to serve as the Security Official of the group health plans. The Board delegates authority to the Security Official to perform an information technology risk analysis and to develop risk management procedures, if necessary.~~

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**BOARD OF EDUCATION  
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The Board hereby appoints the Treasurer's Office to serve as the Security Official of the group health plans. The Security Official shall review the insurer's internal policies and procedures implementing various security measures required by the HIPAA Security Rule with respect to electronic Protected Health Information. All of the group health plans' functions are carried out by the insurer and the insurer owns and controls all of the equipment and media used to create, maintain, receive, and transmit electronic Protected Health Information relating to the group health plans. Accordingly, the insurer is in the best position to implement the technical, physical, and administrative safeguards required by the HIPAA Security Rule. The Security Official may elect to utilize, as administrative guidelines, the insurer's own policies addressing security measures for the group health plans' electronic Protected Health Information, as appropriate.

The Security Official does not have the ability to assess or adjust the insurer's policies related to the HIPAA Security Rule. Accordingly, unless otherwise determined by the Security Official, the group health plans shall utilize as administrative guidelines the insurer's own policies addressing security measures for the group health plans' electronic Protected Health Information.

[X] The Department of Health and Human Services (HHS) has the authority to impose civil monetary penalties upon Covered Entities. HHS has not historically imposed these penalties directly upon individuals. Notwithstanding the foregoing, the Board agrees to indemnify and hold harmless the Privacy Official and Security Official in connection with the performance of their delegated duties for the group health plans, except to the extent that any liability is imposed as the result of intentional misconduct or gross negligence by the Privacy Official or Security Official as defined by law.

The fully insured group health plans established by the Board shall:

- A. Refrain from taking any retaliatory action against any individual for exercising any right under the plan, filing a complaint with Health and Human Services, participating in any proceeding under Part C of Title XI of the Social Security Act, or opposing any act or practice made unlawful by the Privacy Rule provided that the individual has a good faith belief that the practice opposed is unlawful.
- B. Not impose a requirement that participants waive their rights under the Privacy Rule as a condition of the provision of payment,

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enrollment in a health plan, or eligibility of benefits.

- C. If the plan document is amended in accordance with the Privacy Rule, the plan must retain a copy of the plan document as amended for six (6) years from the date of its amendment or the date when it last was in effect, whichever is later.
- D. Provide notification to affected individuals, the Secretary of the U.S. Department of Health and Human Services, and the media (when required), if the plan or one of its business associates discovers a breach of unsecured protected health information, in accordance with the requirements of HIPAA and its implementing regulations.

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Fully insured group health plans established by the Board shall not create or receive protected health information, except for:

- A. Summary health information. Summary health information is de-identified information that summarizes claims history, claims expenses, or type of claims experienced by health plan participants.
- B. Information on whether an individual is participating in a group health plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the plan.
- C. Information disclosed to the plan under a signed authorization that meets the requirements of the Privacy Rule.

29 C.F.R. Part 1635

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

45 C.F.R. 160.102(a), 164.530(g), 164.530(h), 164.530(j), 164.530(k), 164.404

45 C.F.R. 164.406, 164.408, 164.502, 164.520(a)

Adopted 6/26/14

Revised 6/25/15



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**SCHOOL DISTRICT**

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**NEW POLICY - VOL. 35, NO. 1**

**PATIENT PROTECTION AND AFFORDABLE CARE ACT**

The Board of Education acknowledges that the Patient Protection and Affordable Care Act (“ACA”) imposes certain obligations upon the District. Such obligations may include the following:

- A. The District shall notify new employees of health insurance options available through the Health Insurance Marketplace within fourteen (14) days of an employee’s employment start date. Sample form notices are available from the U.S. Department of Labor at:

<http://www.dol.gov/ebsa/healthreform/regulations/coverageoptionsnotice.html>

- B. Employees of the District have the option to enroll in the Health Insurance Marketplace. If a full-time employee (as defined by the ACA) of the District enrolls in the Health Insurance Marketplace and receives a subsidy, then the District may be liable for a penalty.

In event that the District concludes that it is fiscally-wise to incur the potential penalty in lieu of providing affordable, minimum value coverage to all full-time employees, the District shall incur the potential penalty.

29 USC 218B  
26 USC 4980H

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## PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS

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**BOARD OF EDUCATION  
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## BOARD OF EDUCATION OLENTANGY LOCAL SCHOOL DISTRICT

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45 C.F.R. 164.530

45 C.F.R. 164.308

~~29 C.F.R. Part 1635~~

~~42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act~~

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Adopted 6/25/15

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# policy

**BOARD OF EDUCATION  
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## PRIVACY PROTECTIONS OF FULLY INSURED GROUP HEALTH PLANS

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**BOARD OF EDUCATION  
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- C. If the plan document is amended in accordance with the Privacy Rule, the plan must retain a copy of the plan document as amended for six (6) years from the date of its amendment or the date when it last was in effect, whichever is later.
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Adopted 6/26/14

Revised 6/25/15



**BOARD OF EDUCATION**  
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**NEW POLICY - VOL. 35, NO. 1**

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In event that the District concludes that it is fiscally-wise to incur the potential penalty in lieu of providing affordable, minimum value coverage to all full-time employees, the District shall incur the potential penalty.

29 USC 218B  
26 USC 4980H

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PROCUREMENT AND USE OF EPINEPHRINE AUTO INJECTORS IN  
EMERGENCY SITUATIONS

In accordance with state law, the Board of Education shall procure epinephrine auto-injectors ("Epi-Pens") for use in emergency situations. Epinephrine is a prescription drug used to treat life-threatening allergic reactions caused by insect bites or stings, foods, medications, latex, and other causes. The Superintendent shall adopt a policy and procedures, alternatively termed "Administrative Guidelines," governing the maintenance and use of Epi-Pens. The Superintendent shall consult with a licensed health professional who is authorized to prescribe drugs ("Prescriber") when developing policy/administrative guidelines.

The Superintendent's policy/administrative guidelines shall:

- ~~A.~~ ~~include a prescriber-issued protocol specifying definitive orders for Epi-Pens and the dosages of epinephrine to be administered through the Epi-Pens;~~
- ~~B.~~A. identify the location(s) in each school building where the Epi-Pens shall be stored;
- ~~C.~~B. specify the conditions under which Epi-Pens must be stored, replaced, and disposed of;
- ~~D.~~C. specify the individuals employed by or under contract with the Board, in addition to a licensed school nurse and licensed athletic trainer, who may access and use Epi-Pens in emergency situations;
- ~~E.~~D. specify the training that Board employees or contractors (besides school nurses or athletic trainers) must complete before being authorized to access and use Epi-Pens;
- ~~F.~~E. identify the emergency situations, including when an individual exhibits signs and symptoms of anaphylaxis, in which a school nurse, athletic trainer, or other trained employee/contractor may access and use an Epi-Pen;
- ~~G.~~F. specify that assistance from an emergency medical service provider (911) must be requested immediately after an Epi-Pen is used; and
- ~~H.~~G. specify individuals, in addition to students, employees, contractors, and visitors, to whom a dosage of epinephrine may be administered through an Epi-Pen in an emergency situation.

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Each Building Principal shall endeavor to maintain at least two (2) Epi-Pens of both prescribed doses in their building. In procuring Epi-Pens, the Board will accept donations of Epi-Pens from wholesale distributors of dangerous drugs or manufacturers of dangerous drugs, as well as donations of money from any person to purchase Epi-Pens. The Superintendent shall report to the Ohio Department of Education ("ODE"), in the form and manner determined by ODE, each procurement of Epi-Pens and each occurrence in which an Epi-Pen is used from District's supply.

~~In order to allow the use of an Epi Pen in an emergency situation pursuant to this Policy and AG 5330.02, the Superintendent shall obtain a standing order or protocol from an authorized prescriber in order to administer epinephrine from the District's supply. The Superintendent shall retain the original standing order/protocol and provide a copy of it to each Building Principal of each school at which Epi Pens are maintained in accordance with this Policy and AG 5330.02.~~ In order to facilitate the use of an Epi-Pen in an emergency situation pursuant to this Policy and AG 5330.02, the Board will procure Epi-Pens by either (1) having a licensed health professional authorized to prescribe drugs, acting in accordance with State laws, personally furnish the Epi-Pens to the District or issue a prescription for them in the name of the District, or (2) having the Superintendent obtain a prescriber-issued protocol that includes definitive order for Epi-Pens and the dosages of epinephrine to be administered through them. If the Superintendent obtains a prescriber-issued protocol, s/he will retain the original protocol and provide a copy of it to each Building Principal of each school at which Epi-Pens are maintained in accordance with this Policy and AG 5330.02.

~~In accordance with Ohio law, the Board, and its members, employees and contractors shall not be liable in a civil action for damages resulting from injuries arising from acts or omissions associated with procuring, maintaining, accessing, or using Epi Pens in emergency situations as prescribed by this policy and AG 5330.02, unless the act or omission constitutes willful or wanton misconduct.~~ In accordance with Ohio law, the Board, its members, employees and contractors, and a licensed health professional authorized to prescribe drugs who personally furnishes or prescribes Epi-Pens, consults with the Superintendent, or issues a protocol, shall not be liable in 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 Epi-Pens in emergency situations as provided for by this policy and AG 5330.02, unless the act or omission constitutes willful or wanton misconduct.

R.C. 3313.7110, 4723.483, 4729.01, 4729.51, 4730.432, 4731.96

Adopted 10/23/14

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Revised Policy

CARE OF STUDENTS WITH DIABETES

The Board of Education is committed to ensuring that each student enrolled in the District who has diabetes receives appropriate and needed diabetes care in accordance with an order signed by the student's treating physician.

The diabetes care to be provided includes any of the following:

- A. checking and recording blood glucose levels and ketone levels or assisting the student with checking and recording these levels;
- B. responding to blood glucose levels that are outside of the student's target range;
- C. in the case of severe hypoglycemia, administering glucagon and other emergency treatments as prescribed;
- D. administering insulin or assisting the student in self-administering insulin through the insulin delivery system the student uses;
- E. providing oral diabetes medications;
- F. understanding recommended schedules and food intake for meals and snacks in order to calculate medication dosages pursuant to the student's physician's order;
- G. following the physician's instructions regarding meals, snacks, and physical activity; and
- H. administering diabetes medication, as long as the conditions described below are satisfied.

Within fourteen (14) days after the District receives an order signed by the student's treating physician, the Board will inform the student's parent or guardian that the student may be entitled to a Section 504 Plan regarding the student's diabetes.

With regard to the administration of diabetes medication:

- A. The diabetes medication may be administered by a school nurse, or in the absence of a school nurse, such medication can be administered by a school employee who has received training provided by the Board that complies with the Ohio

- 
- 3. A statement that participation is voluntary and that the school district will not take action against an

A. the student's parent or guardian provides a written request that the student be permitted to attend to his or her diabetes care and management while at school (see Form 5330 F1); and

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- B. the student's physician has authorized such self-care and determined that the student is capable of performing diabetes care tasks (see Form 5330 F1).

A student with diabetes is permitted to perform diabetes care tasks in a classroom, in any area of the school or school grounds, and at any school-related activity. The student must have access to a private area for performing diabetes care tasks if the student or the student's parent or guardian makes such a request.

A student with diabetes is permitted to possess on the student's self at all times all necessary supplies and equipment to perform diabetes care tasks. If the student performs any diabetes care tasks or uses medical equipment for purposes other than the student's own care, the Board will revoke the student's permission to attend to the care and management of the student's diabetes.

The Board will provide training in the recognition of hypoglycemia and hyperglycemia, and actions to take in response to emergency situations involving these conditions, to both of the following:

- A. a school employee who has primary responsibility for supervising a student with diabetes during some portion of the school day, and
- -
- B. a bus driver employed by the Board who transports a student with diabetes.

By December 31 of each year, the Board will report to the Ohio Department of Education the following information regarding students with diabetes:

- A. the number of students with diabetes enrolled in the District during the previous school year, and
- B. the number of errors associated with the administration of diabetes medication to students with diabetes during the previous school year.

R.C. 3313.7110  
R.C. 3313.713

Adopted 12/11/14

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**BOARD OF EDUCATION  
OLENTANGY LOCAL SCHOOL DISTRICT  
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**STUDENT FUNDRAISING**

The Board of Education acknowledges that the solicitation of funds from students by students must be limited since compulsory attendance laws make the student a captive donor and since such solicitation may disrupt the program of the schools.

For purposes of this policy "student fundraising" shall include student solicitation and collection of money for any purpose including collection of money in exchange for tickets, papers, or any other goods or services. "Student fundraising" also includes giving away goods or services, but suggesting a monetary donation.

The Board will permit student fundraising in school, on school property, or at any school-sponsored event only when the profit therefrom is to be used for school purposes or for an activity connected with the schools.

Student fundraising by approved school organizations, whose funds are managed by the Treasurer, may be permitted in school by the Principal. For any fundraisers, including those operated by student clubs and organizations, parent groups, or boosters clubs, that involve the sale of food items and/or beverages to students that will be consumed on the school campus (any area of property under the jurisdiction of the school that is accessible to students during the school day) during the school day (the period from the midnight before, to thirty (30) minutes after the end of the official school day), the food items and/or beverages to be sold shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards, and also be consistent with requirements set forth in Policy 8550, Competitive Foods.

Student fundraising by approved school organizations off school grounds may be permitted under administrative guidelines of the Superintendent.

[X] Use of the name, logo, or any assets of the District, including but not limited to facilities, technology, or communication networks, is prohibited without the specific permission of the

( ) Board.

(X) Superintendent.

**[OPTION #1]**

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



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[END OF OPTION #1]**

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**OR**

**[OPTION #2]**

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

(X) of the Superintendent.

**OR**

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

All crowdfunding activities are subject to AG 6605.

**[END OF OPTION #2]**

Fundraising by students on behalf of school-related organizations whose funds are not managed by the Treasurer may be permitted on school grounds in accordance with the Superintendent's administrative guidelines.

These administrative guidelines should:

- A. specify the times and places in which funds may be collected;
- B. describe permitted methods of solicitation which do not place undue pressure on students;
- C. limit the kind and amount of advertising for solicitation.

Coaches and Advisors for approved school organizations shall not accept any form of compensation from vendors that might influence their selection of a vendor that will provide a fundraising activity or a product that will be sold as a fundraiser. Furthermore, advisors for approved school organizations shall not accept any compensation from a vendor after a decision has been made regarding a fundraising activity or a product that will be sold as a fundraiser. In addition, advisors for approved school organizations who make the selection of a vendor that will provide a fundraising activity or a product that will be sold as a fundraiser shall not enter into a contractual arrangement whereby an advisor receives compensation in any form from the vendor that provides a fundraising activity or a product that will be sold as a fundraiser.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers,

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discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that an advisor of an approved school organization receives such compensation, albeit unsolicited, from a vendor, the individual shall notify the Treasurer, in writing, that s/he received such compensation and shall thereafter properly transmit said compensation to the Treasurer at his/her earliest opportunity.

The Superintendent shall distribute this policy and the guidelines which implement it to each student organization granted permission to solicit funds.

R.C. 1716.02, 1716.03, 3313.811  
Auditor of State Bulletin 2000-006  
7 C.F.R. Parts 210 and 220

Adopted 5/25/11  
Revised 12/11/14

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**SCHOOL DISTRICT**

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**NEW POLICY - VOL. 35, NO. 1**

**CROWDFUNDING**

This policy applies to the use of any form of crowdfunding utilizing an online service or website-based platform for the financial benefit or gain of the District – be it a specific classroom, grade level, department, school, or curricular or extracurricular activity. “Crowdfunding” refers to a campaign to collect typically small amounts of money from a large number of individuals to finance a project or fundraise for a specific cause. Through the use of personal networking, social media platforms, and other Internet based resources, funds are solicited or raised to support a specific campaign or project.

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

**[ ] [OPTION #1]**

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

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

**OR**

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**[X] [OPTION #2]**

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

**(X)** of the Superintendent.

**OR**

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

All crowdfunding activities are subject to AG 6605.

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

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**STUDENT RECORDS**

In order to provide appropriate educational services and programming, the Board of Education must collect, retain, and use information about individual students. Simultaneously, the Board recognizes the need to safeguard students' privacy and restrict access to students' personally identifiable information.

Student "personally identifiable information" ("PII") includes, but is not limited to: the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.

The Board is responsible for the records of all students who attend or have attended schools in this District. Only records mandated by the State or Federal government and/or necessary and relevant to the function of the School District or specifically permitted by this Board will be compiled by Board employees.

In all cases, permitted, narrative information in student records shall be objectively-based on the personal observation or knowledge of the originator.

The District does not collect a student's mother's maiden name unless it is used as her legal name. The District does not require students to provide a complete social security number to the District. Where either of these items is part of a student's record, that information is kept confidential in accordance with the law.

Student records shall be available only to students and their parents, eligible students, designated school officials who have a legitimate educational interest in the information, or to other individuals or organizations as permitted by law.

The term "parents" includes legal guardians or other persons standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child). The term "eligible student" refers to a student who is eighteen (18) years of age or older, or a student of any age who is enrolled in a postsecondary institution.

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Both parents shall have equal access to student records unless stipulated otherwise by court order or law. In the case of eligible students, parents may be allowed access to the records without the student's consent, provided the student is considered a dependent under section 152 of the Internal Revenue Code.

A school official is a person employed by the Board as an administrator, supervisor, teacher/instructor (including substitutes), or support staff member (including health or medical staff and law enforcement unit personnel); and a person serving on the Board. The Board further designates the following individuals and entities as "school officials" for the purpose of FERPA:

- A. persons or companies with whom the Board has contracted to perform a specific task (such as an attorney, auditor, insurance representative, or medical consultant), and
- B. contractors, consultants, volunteers, or other parties to whom the Board has outsourced a service or function otherwise performed by the Board employees (e.g. a therapist, authorized information technology (IT) staff, and approved online educational service providers)

The above-identified outside parties must (a) perform institutional services or functions for which the Board would otherwise use its employees, (b) be under the direct control of the Board with respect to the use and maintenance of education records, and (c) be subject to the requirements of 34 C.F.R. 99.33(a) governing the use and re-disclosure of PII from education records.

Finally, a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his/her tasks (including volunteers) is also considered a "school official" for purposes of FERPA provided s/he meets the above-referenced criteria applicable to other outside parties.

"Legitimate educational interest" is defined as a "direct or delegated responsibility for helping the student achieve one (1) or more of the educational goals of the District" or if the record is necessary in order for the school official to perform an administrative, supervisory, or instructional task or to perform a service or benefit for the student or the student's family. The Board directs that reasonable and appropriate methods (including but not limited to physical and/or technological access controls) are utilized to control access to student records and to make certain that school officials obtain access to only those education records in which they have legitimate educational interest.

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The Board authorizes the administration to:

- A. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a private or public school or school district in which a student of this District is enrolled, seeks or intends to enroll, or is instructed to enroll, on a full-time or part-time basis, upon condition that:
  - 1. a reasonable attempt is made to notify the student's parent or eligible student of the transfer (unless the disclosure is initiated by the parent or eligible student; or the Board's annual notification includes a notice that the Board will forward education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer);
  - 2. the parent or eligible student, upon request, receives a copy of the record; and
  - 3. the parent or eligible student, upon request, has an opportunity for a hearing to challenge the content of the record;
- B. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a juvenile detention facility in which the student has been placed, or a juvenile court that has taken jurisdiction of the student.
- B.C. provide "personally-identifiable" information to appropriate parties, including parents of an eligible student, whose knowledge of the information is necessary to protect the health or safety of the student or other individuals, if there is an articulable and significant threat to the health or safety of a student or other individuals, considering the totality of the circumstances;
- C.D. report a crime committed by a child to appropriate authorities, and, with respect to reporting a crime committed by a student with a disability, to transmit copies of the student's special education and disciplinary records to the authorities for their consideration;
- D.E. release de-identified records and information in accordance with Federal regulations;

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**E.F.** disclose personally identifiable information from education records, without consent, to organizations conducting studies "for, or on behalf of" the District for purposes of developing, validating or administering predictive tests, administering student aid programs, or improving instruction;

Information disclosed under this exception must be protected so that students and parents cannot be personally identified by anyone other than representative of the organization conducting the study, and must be destroyed when no longer needed for the study. In order to release information under this provision, the District will enter into a written agreement with the recipient organization that specifies the purpose of the study. Further, the following personally identifiable information will not be disclosed to any entity: a student or his/her family member's social security number(s); religion; political party affiliation; voting history; or biometric information.

While the disclosure of personally identifiable information (other than social security numbers, religion, political party affiliation, voting record, or biometric information) is allowed under this exception, it is recommended that de-identified information be used whenever possible. This reduces the risk of unauthorized disclosure.

**F.G.** disclose personally identifiable information from education records without consent, to authorized representatives of the Comptroller General, the Attorney General, and the Secretary of Education, as well as state and local educational authorities;

The disclosed records must be used to audit or evaluate a federal or state supported education program, or to enforce or comply with federal requirements related to those education programs. A written agreement between the parties is required under this exception.

The District will verify that the authorized representative complies with FERPA regulations.

**G.H.** request each person or party requesting access to a student's record to abide by Federal regulations and State laws concerning the disclosure of information.



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The Board will comply with a legitimate request for access to a student's records within a reasonable period of time but not more than forty-five (45) days after receiving the request or within such shorter period as may be applicable to students with disabilities. Upon the request of the viewer, a record shall be reproduced, unless said record is copyrighted, or otherwise restricted, and the viewer may be charged a fee equivalent to the cost of handling and reproduction. Based upon reasonable requests, viewers of education records will receive explanation and interpretation of the records.

The Board shall maintain a record of each request for access and each disclosure of personally identifiable information. Such disclosure records will indicate the student, person viewing the record, their legitimate interest in the information, information disclosed, date of disclosure, and date parental/eligible student consent was obtained (if required).

Only "directory information" regarding a student shall be released to any person or party, other than the student or his/her parent, without the written consent of the parent, or, if the student is an eligible student, without the written consent of the student, except to those persons or parties stipulated by the Board's policy and administrative guidelines and/or those specified in the law.

**DIRECTORY INFORMATION**

Each year the Superintendent shall provide public notice to students and their parents of the District's intent to make available, upon request, certain information known as "directory information." The Board designates as student "directory information": a student's name; address; telephone number; date and place of birth; major field of study; participation in officially-recognized activities and sports; height and weight, if a member of an athletic team; dates of attendance; date of graduation; or awards received.

Directory information shall not be provided to any organization for profit-making purposes.

Parents and eligible students may refuse to allow the Board to disclose any or all of such "directory information" upon written notification to the Board within ten (10) business days after receipt of the Superintendent's annual public notice.

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In accordance with Federal and State law, the Board shall release the names, addresses, and telephone listings of secondary students to a recruiting officer for any branch of the United States Armed Forces or an institution of higher education who requests such information. A secondary school student or parent of the student may request in writing that the student's name, address, and telephone listing not be released without prior consent of the parent(s)/eligible student. The recruiting officer is to sign a form indicating that "any information received by the recruiting officer shall be used solely for the purpose of informing students about military service and shall not be released to any person other than individuals within the recruiting services of the Armed Forces." The Superintendent is authorized to charge mailing fees for providing this information to a recruiting officer.

Whenever consent of the parent(s)/eligible student is required for the inspection and/or release of a student's health or education records or for the release of "directory information," either parent may provide such consent unless agreed to otherwise in writing by both parents or specifically stated by court order. If the student is under the guardianship of an institution, the Superintendent shall appoint a person who has no conflicting interest to provide such written consent.

The Board may disclose "directory information," on former students without student or parental consent, unless the parent or eligible student previously submitted a request that such information not be disclosed without their prior written consent.

The Board shall not permit the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose).

**INSPECTION OF INFORMATION COLLECTION INSTRUMENT**

The parent of a student or an eligible student has the right to inspect upon request any instrument used in the collection of personal information before the instrument is administered or distributed to a student. Personal information for this section is defined as individually identifiable information including a student or parent's first and last name, a home or other physical address (including street name and the name of the city or town), a telephone number, or a Social Security identification number. In order to review the instrument, the parent or eligible student must submit a written request to the building principal at least ten (10) business days before the scheduled date of the activity. The instrument will be provided to the parent or eligible student within three (3) business days of the principal receiving the request.

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The Superintendent shall directly notify the parent(s) of a student and eligible students, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when such activities are scheduled or expected to be scheduled.

This section does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as the following:

- A. college or other postsecondary education recruitment, or military recruitment
- B. book clubs, magazine, and programs providing access to low-cost literary products
- C. curriculum and instructional materials used by elementary and secondary schools
- D. tests and assessments used by elementary and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments
- E. the sale by students of products or services to raise funds for school-related or education-related activities
- F. student recognition programs

The Superintendent is directed to prepare administrative guidelines so that students and parents are adequately informed each year regarding their rights to:

- A. inspect and review the student's education records;
- B. request amendments if the parent believes the record is inaccurate, misleading, or violates the student's privacy rights;
- C. consent to disclosures of personally-identifiable information contained in the student's education records, except to those disclosures allowed by the law;

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- D. challenge Board noncompliance with a parent's request to amend the records through a hearing;
- E. file a complaint with the United States Department of Education;
- F. obtain a copy of the Board's policy and administrative guidelines on student records.

Regardless of the inspection rights explained above, the District does not permit the collection, disclosure or use of personal information collected from students for the purposes of marketing or selling that information, and directory information of students shall not be provided to any organization for profit making purposes.

The Superintendent shall also develop procedural guidelines for:

- A. the proper storage and retention of records including a list of the type and location of records;
- B. informing Board employees of the Federal and State laws concerning student records.

The Board authorizes the use of the digital or electronic imaging for the recording, filing, maintaining, and preserving of records.

No liability shall attach to any member, officer, or employee of this Board as a consequence of permitting access or furnishing student records in accordance with this policy and regulations.

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Any entity receiving personally identifiable information pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Further, such an entity must enter into a written contract with the Board of Education delineating its responsibilities in safeguarding the disclosed information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the personally identifiable information will not be redisclosed without prior authorization from the Board. Further, the entity conducting the study, audit, evaluation or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the timeframe for the activity has ended, as specified in its written agreement with the Board of Education. See Form 8330 F14 and Form 8330 F16 for additional contract requirements.

R.C. 9.01, 149.41, 149.43, 1347 et seq., 3113.33, 3319.321  
34 C.F.R. Part 99  
20 U.S.C., Section 1232f through 1232i (FERPA)  
26 U.S.C. 152  
20 U.S.C. 1400 et seq., Individuals with Disabilities Education Improvement Act  
20 U.S.C. 7165(b)  
20 U.S.C. 7908

Adopted 4/26/12  
Revised 7/9/12  
Revised 8/27/13  
Revised 12/11/14

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**RELATIONS WITH SPECIAL INTEREST GROUPS**

Any request from civic institutions, charitable organizations, or special interest groups which involve such activities as patriotic functions, contests, exhibits, sales of products to and by students, sending promotional materials home with students, graduation prizes, fund raising, and free teaching materials must be carefully reviewed to ensure that such activities promote student interests.

It is the policy of the Board of Education that students, staff members, and District facilities not be used for promoting the interests of any nonschool agency or organization, public or private, without the approval of the Board or its designee; and any such approval, granted for whatever cause or group, shall not be construed as an endorsement of said cause or group by this Board.

**A. Political Interests**

All materials or activities proposed by outside political sources for student or staff use or participation shall be reviewed by the Communications Department, Superintendent, and Principal related to educational contribution to part or all of the school program and benefit to students, and no such approval shall have the primary purpose of advancing the special interest of the proposing group.

The Board shall permit the use of educational materials, programs, and equipment which contains commercial messages providing the content of such messages and the manner of presentation has been approved by the Superintendent and is in compliance with the District's administrative guidelines.

In addition, the Board shall permit school organizations and/or school-affiliated groups to sell space in District facilities, on District property, or in District publications for the express purpose of advertising the products or services of a commercial organization, providing the content of such advertisements and the manner of their presentation has been approved by the Superintendent and is in compliance with the District's administrative guidelines.

Outside speakers representing commercial organizations will be welcome only when the commercial aspect is limited to naming the organization represented and the subject matter advances the educational aims of the District.

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**B. Contests/Exhibits**

The Board recognizes that contests, exhibits, and the like may benefit individual students or the District as a whole, but participation in such special activities may not:

1. have the primary effect of advancing a special product, group, or company;
2. make unreasonable demands upon the time and energies of staff or students or upon the resources of the District;
3. involve any direct cost to the District;
4. interrupt the regular school program, unless the student body as a whole derives benefit from such activities;
5. cause the participants to leave the School District, unless:
  - a. the Board's Policy 2340 - Field and Other District-Sponsored Trips - has been complied with in all aspects;
  - b. the Board has granted special permission;
  - c. the parents of a minor student have granted their permission.

**C. Distribution/Posting of Literature**

No outside organization or staff member or student representing an outside organization may distribute or post literature on that organization's behalf on District property either during or after school hours without the permission and prior review of the Superintendent or designee.

The Superintendent shall develop administrative guidelines which ensure that:

1. Establish criteria concerning distribution or posting of student materials;

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2. Address distribution or posting of materials employees wish to distribute on behalf of an employee organization in compliance with the terms of negotiated collective bargaining agreements;
3. Prohibit use of the District or school mail system by the community, students or staff for distribution of nonschool-related materials, unless authorized by the Superintendent and/or designee;
4. Prohibit distribution of materials from any profit-making organization to students to take home to their parents, unless authorized by the Superintendent and/or their designee;
5. Permit flyers and notices from outside non-profit organizations to be made available via the District's One-Stop Flyer Shop website, under the following circumstances:
  - a. the flyer/notice publicizes a specific community activity or event that is age-appropriate for the students that attend the school;
  - b. if the event or activity is religious in nature, the flyer may not contain a proselytizing message (i.e., a message that promotes and/or advocates the benefits of the specific religion);
  - c. The organization submits the number of copies of the flyer that it wants placed in the literature distribution rack/table;
  - d. the organization shows the building principal its 501(C)(3) or other proof of non-profit status, and the principal confirms that the flyer/notice does not overtly advocate or entice support for any religious organization;

No student shall be required to take any of the flyers/notices placed in the literature/distribution rack/table, and the rack/table shall contain a clear notice that the Board does not support or endorse any of the organizations and/or activities/events identified in the flyers/notices.



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6. Establish and clearly communicate the time, place, and manner restrictions concerning the distribution of all nonschool-related materials.

**D. Solicitation of Funds**

Any outside organization or staff member representing an outside organization desiring to solicit funds on school property must receive permission to do so from the Superintendent.

Permission to solicit funds will be granted only to those organizations, ~~or individuals,~~ or staff members who meet the permission criteria established in the District's administrative guidelines. Solicitation must take place at such times and places and in such a manner as specified in the administrative guidelines. In accordance with Board Policy 5830, no District student may participate in the solicitation without the Superintendent's approval.

1. The Board disclaims all responsibility for the protection of, or accounting for, such funds.
2. Solicited funds are not to be deposited in any regular or special accounts of the District.
3. A copy of this policy as well as the relevant administrative guidelines shall be given to any individual granted permission to solicit funds on District property.
4. This policy does not apply to the raising of funds for District-sponsored or school-sponsored activities.

☒ Use of the name, logo, or any assets of the District, including, but not limited to facilities, technology, or communication networks, is prohibited without the specific permission of the

☐ Board.

☒ Superintendent.

**☐ [OPTION #1]**

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

**[END OF OPTION #1]**

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**OR**

**[X] [OPTION #2]**

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

(X) of the Superintendent.

**OR**

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

All crowdfunding activities are subject to the procedures/guidelines in AG 6605.

**[END OF OPTION #2]**

**E. Prizes/Scholarship**

The Board of Education is appreciative of the generosity of organizations which offer scholarships or prizes to deserving students in this District. But, in accepting the offer of such scholarships or prizes, the Board directs that these guidelines be observed:

1. No information, either academic or personal, shall be released from the student's record for the purpose of selecting a scholarship or prize winner without the permission of the student who is eighteen (18), or the parents of a student who is younger in accordance with the Board's policy on student records.

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2. The type of scholarship or prize, the criteria for selection of the winner, and any restrictions upon it shall be approved by the Superintendent.
3. The principal, together with a committee of staff members designated by the principal, may be involved in the selection of the recipient and, if agreeable to the sponsoring organization, the selection shall be left entirely to the principal and staff committee.

**F. Sale of School Supplies**

In determining the appropriateness of the sale of school supplies by organizations other than the School District, the Board requires that:

1. the organization have a purpose which will benefit the School District and its students;
2. the organization's planned activities are clearly in the best interest of the School District and its students.

All funds generated by the sale of such school supplies shall be kept separate from other activity funds or other transactions of the Board.

**G. Surveys and Questionnaires**

Neither District-related nor nondistrict-related organizations shall be allowed to administer a survey or questionnaire to students or staff unless the instrument and the proposed plan is submitted, in advance, to the Superintendent. If approved, a copy of the results and the proposed manner of their communication are to be provided to him/her for review and approval before they are released.

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OLENTANGY LOCAL SCHOOL DISTRICT**

RELATIONS  
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Students shall not be required to complete surveys to provide marketing information to vendors, or distribute to vendors any personal information of students, including but not limited to names, addresses, and telephone numbers, except as may be required by law. In addition, the District shall not enter into any contract for products or services, including electronic media services, where personal information will be collected from the students by the providers of the services.

See also Policy 2416 and AG 2416.

R.C. 3313.75-.78

Revised 8/27/13  
Revised 12/12/13

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: Board of Education of the  
Olentangy Local School District  
Delaware and Franklin Counties, Ohio

The undersigned Treasurer of the Board of Education of the Olentangy Local School District, Delaware and Franklin Counties, Ohio, as the fiscal officer of said board, hereby certifies as follows:

1. The estimated life of the improvements described as follows exceeds five years:  
  
Purchasing and installing energy conservation measures
2. The maximum maturity of the notes proposed to be issued to pay the cost of such permanent improvements, calculated in accordance with Ohio Revised Code Section 133.20, is 15 years.

Dated: January 12, 2017

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Treasurer, Board of Education  
Olentangy Local School District  
Delaware and Franklin Counties, Ohio

**BOARD OF EDUCATION  
OLENTANGY LOCAL SCHOOL DISTRICT  
DELAWARE AND FRANKLIN COUNTIES, OHIO**

The Board of Education (the "Board") of the Olentangy Local School District, Delaware and Franklin Counties, Ohio (the "School District"), met in an organizational/work session on January 12, 2017, at 6:30 p.m., at the offices of the Board, 814 Shanahan Rd., Lewis Center, Ohio 43035, with the following members present:

M\_\_\_\_\_. \_\_\_\_\_ introduced the following resolution and moved its passage:

**NOTE RESOLUTION**

AUTHORIZING THE ISSUANCE OF ENERGY CONSERVATION NOTES IN THE  
AMOUNT OF NOT TO EXCEED \$7,300,000 FOR THE PURPOSE OF PURCHASING  
AND INSTALLING ENERGY CONSERVATION MEASURES; AND AUTHORIZING  
AND APPROVING RELATED MATTERS

(O.R.C. Section 133.06(G))

WHEREAS, the Board declares its desire to save energy, operational and maintenance costs through the implementation of energy conservation measures and to exempt itself from the bidding process in the securing of such measures pursuant to Section 3313.46(B)(3) Ohio Revised Code; and

WHEREAS, the Treasurer of the Board (the "Treasurer") has certified to this Board that the estimated life of the improvements (the "Project") stated in the title of this resolution (the "Resolution") which is to be financed from the proceeds of the notes herein described exceeds five years and the maximum maturity of said notes is 15 years; and

WHEREAS, it is now deemed necessary to issue and sell such notes under authority of the general laws of the State of Ohio, including Ohio Revised Code Chapter 133, and in particular Section 133.06(G) thereof, for the purpose described in the title of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOL DISTRICT, DELAWARE AND FRANKLIN COUNTIES, OHIO, TWO-THIRDS (2/3) OF ALL ITS MEMBERS CONCURRING, THAT:

Section 1. The Board hereby finds and determines that the Project is a qualified energy conservation measure within the meaning of Ohio Revised Code Section 3313.46(B)(3) and the bidding requirements of Ohio Revised Code Section 3313.46(A) shall not apply.

Section 2. It is hereby declared necessary to issue notes of the School District in the principal sum of not to exceed \$7,300,000 to pay costs of the Project, which notes shall be designated "Olentangy Local School District, Delaware and Franklin Counties, Ohio Energy Conservation Notes, Series 2017," or as otherwise designated by the Treasurer (the "Notes"), for the purpose described in the title of this Resolution. The Notes shall be issued under authority of Ohio Revised Code Section 133.06(G) and may be issued in one or more series.

Section 3. The Treasurer is hereby authorized and directed to execute on behalf of the School District a Certificate of Fiscal Officer Relating to Terms of Notes (the "Certificate of Fiscal Officer") for each series, as appropriate, setting forth the aggregate principal amount of the Notes and the final terms of the Notes, which aggregate principal amount and terms, subject to the limitations set forth in this Resolution, shall be as determined by the Treasurer. The Certificate of Fiscal Officer shall indicate the dated date for the Notes; the dates on which interest on the Notes is to be paid (the "Interest Payment Dates"); the purchase price for the Notes (which shall be not less than 97% of the par value thereof); the maturity schedule for the Notes until the principal sum is paid or provision has been dully made therefor (provided that the maximum maturity date of the Notes shall not exceed 15 years); the interest rates for the Notes (provided that the true interest cost for all Notes in the aggregate shall not exceed 5.00% per annum); the redemption provisions of the Notes, if any; and such other terms not inconsistent with this Resolution as the Treasurer shall deem appropriate.

Section 4. The Notes shall be issued as fully registered notes. The Notes shall be issued in such denominations as shall be determined by the Treasurer, but not exceeding the principal amount of Notes maturing on any one date, and shall be numbered consecutively from R-1 upward. Interest shall be calculated on the basis of an actual/360-day year calculation unless otherwise determined in the Certificate of Fiscal Officer.

Section 5. The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Resolution. The Notes shall be executed by the President of the Board (the "President") and by the Treasurer in their official capacities, provided that either or both of their signatures may be a facsimile. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar (as defined hereinbelow) as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued and delivered under this Resolution and is entitled to the security and benefit of this Resolution. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Treasurer on behalf of the School District. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 6. The principal of and interest on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar as paying agent. The principal of the Notes shall be payable at the principal office of the Note Registrar. Each Note shall bear interest from the later of the date thereof, or the most recent Interest Payment Date to which interest has

been paid or duly provided for, unless the date of authentication of any Note is less than 15 days prior to an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date. Interest on any Note shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Note is registered, at the close of business on the 15th day next preceding that Interest Payment Date (the "Record Date") (unless such date falls on a non-business day, in which case the Record Date shall be the preceding business day), on the Note Register (as defined hereinbelow) at the address appearing therein.

Any interest on any Note which is payable, but is not punctually paid or provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Record Date by virtue of having been such owner and such Defaulted Interest shall be paid to the registered owner in whose name the Note is registered at the close of business on a date (the "Special Record Date") to be fixed by the Note Registrar, such Special Record Date to be not more than 15 nor less than 10 days prior to the date of proposed payment. The Note Registrar shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Noteholder, at such Noteholder's address as it appears in the Note Register, not less than 10 days prior to such Special Record Date, and may, in its discretion, cause a similar notice to be published once in a newspaper in each place where Notes are payable, but such publication shall not be a condition precedent to the establishment of such Special Record Date.

Subject to the foregoing provisions of this section, each Note delivered by the Note Registrar upon transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

Section 7. There shall be and is hereby levied annually on all the taxable property in the School District, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which the Notes are outstanding, in an amount which is sufficient to provide funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

Section 8. The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Notes when and as the same fall due. Notwithstanding the foregoing, if the School District determines that funds will be available from other sources for the payment of the Notes in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the School District shall appropriate such funds to the payment of the Notes in accordance with law.

Section 9. The Treasurer is hereby authorized and directed to serve as authenticating agent, note registrar, transfer agent, and paying agent for the Notes (the "Note Registrar"). So long as any of the Notes remain outstanding, the School District shall cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the "Note Register"). Subject to the provisions hereof, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the School District nor the Note Registrar



shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount or amounts so paid.

Any Note, with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes to be assigned, and bearing interest at the same rate and maturing on the same date.

The School District and the Note Registrar shall not be required to transfer or exchange (i) any Note during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Notes, and ending at the close of business on the day of such mailing, or (ii) any Notes selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Notes are exchanged or transferred hereunder, the School District shall cause to be executed and the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Resolution. The exchange or transfer shall be without charge to the owner; except that the School District and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The School District or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the School District, evidencing the same debt, and entitled to the same benefits under this Resolution, as the Notes exchanged or transferred upon that transfer or exchange.

Section 10. The Notes shall be sold at private sale to The Delaware County Bank & Trust Company, or such other purchaser designated in the Certificate of Fiscal Officer (the "Original Purchaser"). The Treasurer, the Superintendent, and the President, or any of them individually, are authorized to execute on behalf of the Board a note purchase agreement, term sheet, or similar document with the Original Purchaser setting forth the conditions under which the Notes are to be sold and delivered, which document shall be in such form, not inconsistent with the terms of this Resolution, as the Treasurer shall determine. The Treasurer of this Board is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery.

The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the treasury of the School District and used for the purpose aforesaid and for no other purpose. Any accrued interest received from the sale of the Notes shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the School District, as permitted by law. Any premium received from the sale of the Notes may be used to pay the financing costs of the Notes within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund in the manner provided by law.

Section 11. The Board hereby covenants that it shall comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Notes so that the Notes will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The Board further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Notes are issued, so that they shall not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Treasurer, or any other officer of this Board, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the Board with respect to the Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Treasurer, which action shall be in writing and signed by the Treasurer, or any other officer of this Board, on behalf of the Board; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the School District, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes; and (c) to give an appropriate certificate on behalf of the Board, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the Board pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the Board regarding compliance by the Board with Sections 141 through 150 of the Code and the Regulations.

The Treasurer shall keep and maintain adequate records pertaining to investment of all proceeds of the Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the School District to comply with any federal law or regulation now or hereafter having applicability to the Notes which limits the amount of Note proceeds which may be invested on an unrestricted yield or requires the School District to rebate arbitrage profits to the United States Department of the Treasury. The Treasurer is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Notes requires any such reports or rebates.

Section 12. The officer having charge of the minutes of the Board and any other officers of the Board, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Board relating to the power and authority of the School District to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Treasurer and a no-litigation certificate of the President and the Treasurer, and such certified copies and certificates shall be deemed representations of the School District as to the facts stated therein.

The Treasurer and the President are hereby authorized and directed to take such action and to execute and deliver, on behalf of the Board, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Resolution. Such documents shall be in the form not substantially inconsistent with the terms of this Resolution, as they in their discretion shall deem necessary or appropriate.

Section 13. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the School District have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the School District are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 14. It is hereby found and determined that all formal actions of the Board concerning and relating to the passage of this Resolution were taken in an open meeting of the Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 15. The Treasurer is hereby directed to forward a certified copy of this Resolution to the County Auditors of Delaware and Franklin Counties.

M\_\_\_\_ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

The Resolution passed.

Passed: January 12, 2017

BOARD OF EDUCATION  
OLENTANGY LOCAL SCHOOL DISTRICT  
DELAWARE AND FRANKLIN COUNTIES, OHIO

Attest: \_\_\_\_\_  
Treasurer

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

CERTIFICATE

The undersigned Treasurer of the Board of Education of the Olentangy Local School District, Delaware and Franklin Counties, Ohio hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Education of said School District on January 12, 2017, and that a true copy thereof was certified to the County Auditors of Delaware and Franklin Counties, Ohio.

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Treasurer, Board of Education  
Olentangy Local School District  
Delaware and Franklin Counties, Ohio

RECEIPT OF COUNTY AUDITOR FOR  
LEGISLATION PROVIDING  
FOR THE ISSUANCE OF  
GENERAL OBLIGATION NOTES

I, George Kaitsa, the duly elected, qualified, and acting County Auditor in and for Delaware County, Ohio, hereby certifies that a certified copy of a resolution duly passed by the Board of Education of the Olentangy Local School District, Delaware and Franklin Counties, Ohio on January 12, 2017, providing for the issuance of general obligation notes designated "Olentangy Local School District, Delaware and Franklin Counties, Ohio Energy Conservation Notes, Series 2017" in the amount of not to exceed \$7,300,000 was filed in this office on \_\_\_\_\_, 2017.

WITNESS my hand and official seal at Delaware, Ohio \_\_\_\_\_, 2017.

[SEAL]

\_\_\_\_\_  
County Auditor  
Delaware County, Ohio

RECEIPT OF COUNTY AUDITOR FOR  
LEGISLATION PROVIDING  
FOR THE ISSUANCE OF  
GENERAL OBLIGATION NOTES

I, Clarence E. Mingo, II, the duly elected, qualified, and acting County Auditor in and for Franklin County, Ohio, hereby certifies that a certified copy of a resolution duly passed by the Board of Education of the Olentangy Local School District, Delaware and Franklin Counties, Ohio on January 12, 2017, providing for the issuance of general obligation notes designated "Olentangy Local School District, Delaware and Franklin Counties, Ohio Energy Conservation Notes, Series 2017" in the amount of not to exceed \$7,300,000 was filed in this office on \_\_\_\_\_, 2017.

WITNESS my hand and official seal at Columbus, Ohio \_\_\_\_\_, 2017.

[SEAL]

\_\_\_\_\_  
County Auditor  
Franklin County, Ohio

**CERTIFIED POSITION(S) PAID THROUGH MEMORANDUM BILLING  
2016-17 School Year**

*Recommended for Board of Education Approval on January 12, 2017*

Employee Name			Position	Hours	Salary	
Last Name	First Name	MI			Per Hour	Total
Home Instruction						
Marlow	Kelsey	A.	Instructor, OA	10.75	\$ 25.00	\$ 268.75
Bird	Cortney	R.	Instructor, OLHS	14.50	\$ 25.00	\$ 362.50
Halls	Allyson	L.	Instructor, OLHS	21.00	\$ 25.00	\$ 525.00
Evans	Stephanie	R.	Instructor, OOMS	22.00	\$ 25.00	\$ 550.00
Schumacher	Andrea	N.	Instructor, JCES	42.00	\$ 25.00	\$ 1,050.00
Burchfield	Amanda	M.	Instructor, WCES	70.00	\$ 25.00	\$ 1,750.00
Chimbidis	Jennifer	A.	Instructor, WCES	70.00	\$ 25.00	\$ 1,750.00

**SUPPLEMENTAL CONTRACTS**

**2016-17 School Year**

*Recommended for Board of Education Approval on January 12, 2017*

Supplemental Area	Location	Coach / Advisor	Contract			
			Group	Step	Amount	Season
<b>Basketball</b>						
Boys 7th Grade Basketball Coach	OLMS	Kelly, Christopher S.	1/2 of 6	10	\$ 2,169.00	Winter
<b>Ski Club</b>						
Ski Club Chaperone - Volunteer	OLHS	Biddle, Emily N.	N/A	N/A	\$ -	Winter
Ski Club Chaperone - Volunteer	OLHS	Haeger, Katrin Y.	N/A	N/A	\$ -	Winter
Ski Club Chaperone - Volunteer	OLHS	Harvey, Analiese G.	N/A	N/A	\$ -	Winter
Ski Club Chaperone - Volunteer	OLHS	Mount, Beth A.	N/A	N/A	\$ -	Winter
Ski Club Chaperone - Volunteer	OLHS	Mount, Daniel E.	N/A	N/A	\$ -	Winter
Ski Club Chaperone - Volunteer	OLHS	Ortega, Joseph V.	N/A	N/A	\$ -	Winter
Ski Club Chaperone - Volunteer	OLHS	Stevens, Kristopher C.	N/A	N/A	\$ -	Winter
<b>Wrestling</b>						
Wrestling - Volunteer	OLHS	Mickens, Shawn J.	N/A	N/A	\$ -	Winter
<b>Baseball</b>						
Head Baseball Coach	OOHS	Callaghan, Philip D.	2	10	\$ 6,704.00	Spring
Asst Baseball Coach	OOHS	Lattig, Matthew W.	4	10	\$ 5,126.00	Spring
Asst Baseball Coach	OOHS	Weaver, Michael M.	4	10	\$ 5,126.00	Spring
JV Baseball Coach	OOHS	Sparks, Ryan D.	4	1	\$ 3,352.00	Spring
Freshman Baseball Coach	OOHS	Webb, Timothy M.	4	0	\$ 3,155.00	Spring
<b>Lacrosse</b>						
Boys Asst Lacrosse Coach	OHS	Alexander, Dominique C.	4	3	\$ 3,746.00	Spring
<b>Track</b>						
Boys Head Track Coach	OOHS	Walters, Adam R.	3/4 of 2	3	\$ 3,993.00	Spring
Girls Head Track Coach	OOHS	Walters, Adam R.	3/4 of 2	3	\$ 3,993.00	Spring
Girls Head Track Coach	OOMS	Green, David L.	6	3	\$ 2,958.00	Spring
Boys Head Track Coach	OSMS	Fletcher, Aimee R.	6	4	\$ 3,155.00	Spring
Girls Asst Track Coach	OSMS	ten Brink, Michael O.	7	0	\$ 1,972.00	Spring



**PUPIL ACTIVITY SUPERVISOR CONTRACTS**  
**2016-17 School Year**

*Recommended for Board of Education Approval on January 12, 2017*

Supplemental Area	Location	Coach / Advisor	Contract			
			Group	Step	Amount	Season
<b>Ski Club</b>						
Ski Club Volunteer - Chaperone	OLHS	Lundy, Jennifer	N/A	N/A	\$ -	Winter
Ski Club Volunteer - Chaperone	OLHS	Richardson, Kimberly A.	N/A	N/A	\$ -	Winter
Ski Club Volunteer - Chaperone	OLHS	Slusser, Thomas E.	N/A	N/A	\$ -	Winter
Ski Club Volunteer - Chaperone	OLHS	Tobias, Susan F.	N/A	N/A	\$ -	Winter
<b>Swimming</b>						
Swimming Coach	OLHS	Matusky, Joshua A.	1/5 of 2	0	\$ 946.40	Winter
<b>Lacrosse</b>						
Boys Asst Lacrosse Coach	OHS	Gifford, Evan R.	4	3	\$ 3,746.00	Spring
Boys Asst Lacrosse Coach	OHS	Kigar, Fritz S.	4	3	\$ 3,746.00	Spring
Girls Asst Lacrosse Coach	OHS	Geyer, Breanne N.	4	0	\$ 3,155.00	Spring
Boys Head Lacrosse Coach	OLHS	Godwin, Jason E.	2	10	\$ 6,704.00	Spring
Boys Asst Lacrosse Coach	OLHS	Rinkes, Michael J.	4	4	\$ 3,943.00	Spring
Boys Asst Lacrosse Coach	OLHS	Slane, Jonathan N.	4	8	\$ 4,732.00	Spring
Lacrosse - Volunteer	OLHS	Howenstine, John E.	N/A	N/A	\$ -	Spring
Boys Head Lacrosse Coach	OOHS	Boyce, Patrick J.	2	3	\$ 5,324.00	Spring
Lacrosse - Volunteer	OOHS	Johnson, Christopher P.	N/A	N/A	\$ -	Spring
Girls Head Lacrosse Coach	OOMS	Hice, Emily M.	6	1	\$ 2,563.00	Spring
Girls Asst Lacrosse Coach	OOMS	Carter, Nycole C.	7	0	\$ 1,972.00	Spring
<b>Track</b>						
Boys Asst Track Coach	OHS	Whalen, Kenneth E.	4	7	\$ 4,535.00	Spring
Girls Asst Track Coach	OHS	Dewese, Dwight D.	4	10	\$ 5,126.00	Spring
Boys Asst Track Coach	OOMS	Ramey, Brent A.	7	0	\$ 1,972.00	Spring
Girls Asst Track Coach	OOMS	Hudson, Michelle M.	7	0	\$ 1,972.00	Spring
Boys Asst Track Coach	OSMS	West, James D.	7	2	\$ 2,366.00	Spring

## SCHOOL PERFORMANCE CONTRACT Olentangy Local School District

This School Performance Contract (Agreement) between the Olentangy Local School District Board of Education (Board) and H.E.A.T. Total Facility Solutions (HEAT) is made and entered into as of the date signed by the Board at the end of this Agreement to provide and install energy conservation measures described herein (Project) to achieve annual energy and operational savings for the Olentangy Local School District (District) buildings through the School Performance Contracting Program (formerly known as the H.B. 264 School Energy Conservation Program) overseen by the Ohio Facilities Construction Commission (OFCC). HEAT was selected by the Board as required by the Ohio Administrative Code for the Project.

The Project was approved by the OFCC by letter dated November 2, 2016, and requires submission of annual energy reports to both the Board and the OFCC, as well as the energy savings guarantee described herein.

### ARTICLE 1 – SCOPE OF PROJECT AND COMPENSATION

**1.01. Contract Sum.** Subject to the terms and conditions contained in this Agreement, as payment to HEAT for the Project, including installation of energy conservation measures (ECM) at District buildings (Premises) described in Exhibit A hereto, the Board will pay or cause to be paid to HEAT the not to exceed sum of **\$7,280,998** (Contract Sum), which includes all sales, consumer, use and similar taxes applicable to the Project that are legally enacted as of the date of this Agreement.

**1.02. Scope of Project and Term.** The Project includes installation of ECMs at District buildings (as described on Exhibit B), with installation of HVAC controls in the remaining District buildings conditioned upon approval by the Project Manager after review of energy monitoring of the HVAC controls installed in the initial six (6) buildings and a determination that the energy savings merit installation of the controls in the remaining buildings. In the event that the energy savings in the first three (3) buildings are not providing the expected savings, the Board reserves the right to stop the installation of the controls at the completion of six (6) buildings. If after all reasonable measures to achieve the projected energy savings have been exhausted, the Board may terminate the controls portion of the Project after the first six (6) buildings are completed. The Board will not be responsible for any costs related to the specified control work contracted for but not completed. Work on the Project will begin within 30 days after the date this Agreement is signed by Owner, and the Project will be completed no later than December 31, 2018, subject to agreement of the parties to a different completion date; the parties will work together to develop a schedule for the Project acceptable to the Board (Project Schedule). HEAT's obligation hereunder is limited to the Scope of Project described in Exhibit C to this Agreement. Excluded from the Project are any modifications or alterations to the Premises (not expressly included within the Project as defined) that may be required by operation of the Americans with Disabilities Act or any other law or building code(s) and any work associated with Hazardous Materials as defined in this Agreement. To the extent any professional design services are required for the Project, HEAT will provide the services of a design professional currently licensed in the State of Ohio and with appropriate experience and training to perform the services as part of the Contract Sum.

**1.03. Construction Procedures and Changes to Project.** HEAT will supervise and direct the Project using its best skill and attention. The Board, through its designated Project Manager, and HEAT will review, interview and/or select all subcontractors required for work or services associated with the Project prior to HEAT hiring and/or appointing contractors and subcontractors. Upon acceptance from the Board, through its designated Project Manager, of subcontractors, HEAT will have exclusive control over construction means, methods, techniques, sequences and procedures.

**SCHOOL PERFORMANCE CONTRACT**  
**Olentangy Local School District**

**1.04. Payment Terms.** Payments will be made to HEAT for the Project on a monthly basis during the term of this Agreement, based upon progress of the work.

**Initial Payment:** An initial payment of \$145,619.96 (2% of the Contract Sum) will be made to HEAT within 30 days of the effective date of this Agreement for up-front engineering services provided to define the scope of the Project, HB264 submittal documents and services, energy engineering calculations, and other mobilization costs incurred prior to on-site installation of ECMs.

**Progress and Final Payments:** HEAT will invoice the Board monthly throughout the term of this Agreement for all materials and equipment delivered to the Premises (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed. Payment will be issued by the Board's fiscal officer within 30 days of receipt (Progress Payment). A project cash flow for the Project is attached as Exhibit B to this Agreement. Phase 1 includes interior lighting and exterior lighting installation at all District buildings; air handling units, chillers and boilers at specific District buildings; HVAC controls at 6 District buildings; and energy awareness training. Phase 2, if approved by the Board, includes HVAC controls at the remaining District buildings.

The Board appoints Jeff Gordon, its Director of Business Management and Facilities, as the Project Manager to oversee the Project and to act as a liaison between the Board and HEAT. The Project Manager will review and sign off on each invoice for a Progress Payment prior to HEAT's submission of each invoice to ensure that the proper work has been completed.

**1.05. Completion.** (a) Substantial Completion. When HEAT considers that the Project, or a portion thereof, is Substantially Complete (as defined below), HEAT will submit to the Project Manager a proposed punch list of items to be completed prior to Final Completion (as defined below). The Project Manager and HEAT will inspect the Project (or portion thereof) to determine it is Substantially Complete. Substantial Completion or Substantially Complete is defined as the stage in the progress of the Project (or designated portion thereof) when the Project is sufficiently complete so that the District can occupy or utilize the Project for its intended use. The Project Manager and HEAT will add to the punch list any item of work that has not been completed. When the Project (or designated portion thereof) is Substantially Complete, the Project Manager and HEAT will execute a Certificate of Substantial Completion in a form acceptable to both parties, setting forth the date of Substantial Completion and the date by which HEAT will complete the items of work included on the punch list. The Board, through the Project Manager, and HEAT may agree to waive the Certificate of Substantial Completion and use only a Certificate of Final Completion as described in the following section.

(b) Final Completion. Upon the Project Manager's receipt of written notice from HEAT that all the work performed hereunder that comprises the Project is ready for final inspection and acceptance, the Project Manager and HEAT will inspect such work and determine it has been performed in accordance with this Agreement. If the Project Manager considers all the work performed hereunder that comprises the Project to have been performed in accordance with this Agreement (Final Completion), the Project Manager will issue a Certificate of Final Completion and Acceptance. Upon receipt of a written Certificate of Final Completion, HEAT will submit a final billing for the remaining balance due for the Project. The Board may hold a 10% retainage for an additional 30 calendar days, which will be due and payable to HEAT after 30 calendar days of proper operation of the system(s) installed by HEAT for the Project (Final Payment).

**1.06. Delays; Conditions Beyond HEAT's Control.** If HEAT is delayed in the commencement or completion of any part of the Project due to events beyond HEAT's control (including, but not

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limited to acts of God, governmental or judicial authority, insurrections, riots, fire, tornadoes, lightning strikes, flood, other abnormal adverse weather, labor disputes, unusual delays in deliveries, unavoidable casualties, labor or material shortages, explosions or the presence of Hazardous Materials (as defined below)), or due to the Board's action(s) or failure to perform its obligations under this Agreement or to cooperate with HEAT in the timely performance of the work required for the Project, then HEAT will notify the Board, through its Project Manager, in writing of the existence, extent of, and reason(s) for such delay(s) and the parties will agree upon an appropriate adjustment to the schedule for completion of the work..

**1.07. Equipment Location and Access.** The Board will provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the work required for the Project, including sufficient areas for staging, mobilization, and storage. The Board will provide reasonable access to the Premises for HEAT and its contractors or subcontractors during regular business hours, or such other hours as may be requested by HEAT and acceptable to the Board, to perform the work required for the Project. HEAT's access to correct any emergency condition will not be restricted by the Board. Such access may be conditioned on District need to use the Premises for school purposes. It is understood that HEAT will work after school hours for any work that would interfere with the learning, educational and activities associated with normal school operations. These school hours, schedules and activities will be discussed prior to the project beginning and the work schedule will be agreed upon by both HEAT and the Board prior to any work beginning.

**1.08. Permits and Governmental Fees.** HEAT will secure (with assistance as needed from the Project Manager) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Project and which are legally required when bids from HEAT's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. The Board is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

**1.09. Utilities During Construction.** At no cost to HEAT, the Board will provide and pay for water, heat, and utilities consumed by HEAT during performance of the work required for the Project. HEAT will install and pay the cost of any temporary facilities not already in existence, which are required during construction for accessing such water, heat, and utilities.

**1.10. Concealed or Unknown Conditions.** In the performance of the work required for the Project, if HEAT encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the drawings, which will be prepared by and provided by HEAT upon completion and acceptance of the detailed energy audit, or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character for the work included in the Project, HEAT will notify the Project Manager of such conditions as promptly as practicable, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in HEAT's cost of, or time required for, performance of any part of the Project, HEAT will be entitled to, and the Board will consent by Change Order to, an equitable adjustment, as agreed by the parties, in the Contract Sum, Contract Time, or both.

**1.11. Damage to Equipment; Casualty or Condemnation of Premises.** If any fire, flood, other casualty, or condemnation renders more than 50% of the Premises incapable of being occupied and the affected portion is not reconstructed or restored within 90 days from the date of such casualty or condemnation, HEAT may terminate this Agreement by delivery of a written notice to

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the Board, through its Project Manager, whereupon both parties will have no further liability to each other, subject to the Board's obligation to pay HEAT for all parts of the Project, including equipment and material furnished, to the date of termination, including any specially manufactured or non-stock items, whether in production or delivered.

**1.12. Changes to the Project.** (a) The Board, by written change order, may request that HEAT perform work in addition to or different from the Project (a "Change Order"). HEAT is obligated to perform such additional work only with a Change Order agreed to and executed by the Board and HEAT. The Change Order must reflect the parties' agreement with respect to the scope of the additional work, the amount of any adjustment in the Contract Sum, and the extent of any adjustment in the Project Schedule.

(b) If a Change Order provides for an adjustment to the Contract Sum, such adjustment must be based on one of the following methods:

- (1) a lump sum agreed to by the Board and HEAT;
- (2) unit prices set forth in this Agreement or subsequently agreed to; or
- (3) cost of the work ordered plus a fee agreed to by the parties.

(c) The following types of costs, which is not all-inclusive, may be included in the determination of the cost of the additional work:

- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
- (2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
- (3) costs of renting machinery and equipment, except hand tools;
- (4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
- (5) additional costs of supervision and field office personnel directly attributable to the additional work.

**1.13. Adjustment to Project Schedule.** HEAT will be allowed an equitable adjustment to the Project Schedule for performance of additional work that increases the amount of time required to perform the work required for the Project.

**ARTICLE 2 – THE BOARD'S OBLIGATIONS**

**2.01. Representations and Warranties of the Board.** The Board hereby represents to HEAT that:

(a) The Board is the legal fee owner of the Premises and/or otherwise has all requisite authority to make the improvements to the Premises that will result from HEAT's performance of the Project;

(b) The Board has provided HEAT with all records heretofore requested by HEAT, and the information set forth therein is, and all information in other records to be subsequently provided as required by this Agreement will be, true and accurate in all material respects except as may be disclosed to HEAT by the Board in writing;

(c) The Board has disclosed in writing to HEAT the existence and location of all known or suspected asbestos and other hazardous materials on the Premises;

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(d) The Board has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, the Board has complied with applicable laws and regulations relative to bidding or procurement;

(e) This Agreement has been approved by the Olentangy Local School District Board of Education in accordance with all applicable laws, rules and regulations; and

(f) The individual signing this Agreement on behalf of the Board is an authorized representative of the Board with the full power and authority to sign this Agreement on behalf of the Board and bind the Board to the terms hereof.

**2.02. Default.** Each of the following events or conditions constitutes a default by the Board ("Board Default") and will give HEAT the right to, without an election of remedies: (a) proceed pursuant to Section 7.01; and/or (b) terminate this Agreement by delivery of written notice declaring termination, upon which event the Board will be liable to HEAT for the cost of will work performed to date, including any specially manufactured or non-stock items, whether in production or delivered, and any damages sustained by HEAT:

(1) Any failure by the Board to pay or cause to be paid undisputed amounts due HEAT more than 45 days after approval by the Project Manager of the invoice therefor;

(2) Any representation or warranty furnished by the Board in this Agreement is false or misleading in any material respect when made;

(3) Any default by the Board under any instrument or agreement related to the financing of all or any part of the Project or equipment hereunder; or

(4) Any failure by the Board to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for 10 days after written notice to the Board demanding that such failure be cured or, if cure cannot be effected in such 10 days, the Board fails to promptly begin to cure and diligently proceed to completion thereof within a time period agreed to by the parties.

**ARTICLE 3 - INSURANCE**

**3.01. HEAT's Liability Insurance.** HEAT will purchase from and maintain, without interruption from the commencement of the Project until the date of Final Completion, a commonly available commercial general commercial liability policy of insurance through a company or companies rated A- or above by A.M. Best Company, and also provide coverages for workers' compensation insurance, comprehensive automobile insurance, and professional liability insurance.

**3.02. The Board's Liability and Property Insurance.** The Board is responsible for purchasing and maintaining liability and property insurance coverage of the type and amount the Board deems necessary and appropriate, provided, however, that the minimum coverage limits are not less than \$1,000,000 per occurrence.

**3.03. The Board's Loss of Use Insurance.** It being acknowledged and agreed by the parties hereto that HEAT has no obligation to purchase and maintain insurance other than as set forth in Section 3.01 above, the Board may purchase and maintain insurance to protect against loss of use of the Premises due to fire or other hazards, however such fire or hazards may be caused.

**3.04. Evidence of Insurance.** Certificates of insurance acceptable to the Board and to HEAT will be provided by each party to the other prior to commencement of any work on the Project. Each party agrees to provide written notice to the other a minimum of 30 days prior to cancellation

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in whole or in part or any other change in coverage of any required insurance under this Agreement. If any of the insurance coverages are required to remain in force after Final Payment and are reasonably available, an additional certificate evidencing continuation of such coverage will be submitted with the final application for payment. HEAT's certificate must clearly name the Board as an additional insured with an endorsement containing no restrictions or limitations on the policy that do not also apply to the named insured. Neither the procurement nor maintenance of any type of insurance by either party will in any way be construed or deemed to limit, waive, or release either party from any of the obligations and risks of the other party under this Agreement, or to be a limitation on the nature and extent of such obligations and risks.

**3.05. Waiver of Subrogation.** Unless prohibited by law, even if any loss or damage is caused by the fault or negligence of the other party, HEAT and the Board, for themselves and all others claiming under them including any insurer, waive all rights including rights of subrogation against the other for loss, damage, or liability resulting from a risk (a) which is insured against by either party, to the extent of any recovery collectible under such insurance, or (b) that is required to be insured against by such party under the terms of this Agreement but such party failed to maintain such insurance to the extent required or any amount that would have been collected under such insurance had such party maintained such insurance. All policies of insurance of either party with respect to the Premises, the Project or a party's personal property located on the Premises will contain a provision of waiver of subrogation. Each party, if allowable by each party's insurer, will cause any and all fire, extended coverage or any and all liability policies which may be carried endorsed with the following (or equivalent) clause: "This insurance will not be invalidated should the insured waive in writing prior to a loss any and all right of recovery against any party for loss occurring to the property described herein."

**ARTICLE 4 - HAZARDOUS MATERIALS**

**4.01. Asbestos and Hazardous Materials.** The Project expressly excludes any work connected or associated with Hazardous Materials (as defined below). The abatement of hazardous materials will not apply to work delays. Hazardous Material means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde, foam insulation, asbestos, asbestos-containing materials, polychlorinated biphenyl, or any other substances, the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as the laws have been and may be amended and supplemented.

HEAT will not be required to perform any identification, abatement, cleanup, control, or removal of Hazardous Materials. The Board represents that, except as expressly, and by reference to this Section, set forth in Exhibit A (Description of Premises) or Exhibit C (Scope of Project), there are no Hazardous Materials on the Premises that will in any way affect the Project and that the Board has disclosed to HEAT the existence and location of any Hazardous Materials in all areas within which HEAT will be performing any work on the Project.

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Should HEAT become aware of or suspect the presence of Hazardous Materials, HEAT will have the right to immediately stop work in the affected area and must notify the Board, through the Project Manager. The Board will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. HEAT will not be required to resume performance of work in the affected area only (i) in the absence of Hazardous Materials or when the affected area has been rendered harmless and (ii) after HEAT and the Board have entered into a Change Order extending the Project Schedule and increasing the Contract Sum as necessary; if the area has not been or cannot be rendered harmless within 30 days of discovery of the Hazardous Material, HEAT may terminate this Agreement, and the Board will be liable to HEAT for the work completed to date of termination and, without duplication, any liability HEAT has to any subcontractor or supplier. The Board will compensate HEAT for reasonable additional costs incurred by HEAT as a result of work stoppage, including demobilization and remobilization. Under no circumstances will HEAT be obligated to transport or handle Hazardous Material, to provide any notices to any governmental authority or agency, or to inspect or examine the Premises for the presence of Hazardous Materials.

### ARTICLE 5 - INDEMNIFICATION AND LIMITATION OF LIABILITY

**5.01. Indemnification.** To the maximum extent permitted by law, HEAT will indemnify and hold the Board harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to tangible physical property of the Board, to the extent arising out of or resulting from the negligence of HEAT's employees or other authorized agents in connection with the Premises. However, HEAT will have no obligation to indemnify the Board against actions, costs, expenses, damages and liabilities to the extent attributable to the omissions or negligent acts of the Board or the Board's employees or agents. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions which occurred prior to expiration or termination.

### ARTICLE 6 – WARRANTY AND ENERGY SAVINGS GUARANTY

**6.01. Workmanship and Equipment Warranty.** HEAT warrants that, for a period of one (1) year from the date of Substantial Completion (the Warranty Period), HEAT supplied equipment installed hereunder and the work performed as part of the Project (i) will be free from defects in material, manufacture, and workmanship and (ii) will have the capacities and ratings set forth in HEAT's catalogs and bulletins. HEAT's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by HEAT, improper operation, or normal wear and tear under normal usage. HEAT will also be obligated to pay for the cost of lost refrigerant during the Warranty Period.

(a) The new Alerton automation and temperature control system includes a 36-month warranty from the Date of Substantial Completion. The warranty is on the new control products and related installed new parts.

(b) the one-year warranty does not apply to any equipment not retrofitted as part of the Project.

**6.02. Energy Savings Guaranty.** HEAT guarantees the energy savings projected for each type of ECM on an annual basis for the period of time required by OFCC for the Project. Related to the energy savings guaranty, HEAT will prepare and submit to the OFCC all State required measurement, verification, and reporting information for the first three (3) years of the Agreement; all submittals to the OFCC will include the entire 15-year life of the Project (or shorter period for



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which financing has been obtained to cover the Contract Sum). The terms of the energy savings guaranty are outlined in Exhibit D to this Agreement.

**ARTICLE 7 - GENERAL PROVISIONS**

**7.01. Dispute Resolution.** Except for claims of nonpayment of sums due pursuant to Section 1.04 or the enforcement of any mechanics' or other lien rights, any dispute, controversy or claim (hereinafter collectively referred to as a Dispute) arising out of or relating to this Agreement or any breach or alleged breach hereof, upon the request of either party, first shall be submitted to mediation. Mediation will commence no later than 30 days after submission of the Dispute and be conducted at the locality where the Premises are situated and in accordance with the then prevailing rules of the Construction Industry Mediation Rules of the American Arbitration Association (AAA) or such other rules as the parties agree. Neither party will submit a claim to the AAA until the parties have been unable to agree upon another forum for mediation. In the event that the Dispute is not resolved through mediation except to the extent that this Agreement expressly permits a party to suspend performance, pending final resolution of a Dispute, the parties will each proceed diligently and faithfully with performance of their respective obligations under this Agreement. The expenses of any mediation will be borne equally by the parties thereto, provided that each party will pay for and bear the cost of its own experts, evidence and counsel. If the parties are unable to resolve the Dispute through mediation, then the jurisdiction for resolving the Dispute will be the local common pleas court for the county in which the Board's administrative offices are located.

**7.02. Notices and Changes of Address.** All notices to be given by either party to the other must be in writing and be either delivered by hand or nationally recognized overnight courier or mailed by registered or certified mail, return receipt requested, addressed as follows:

**If to HEAT:**

H.E.A.T. Total Facility Solutions Inc.  
Attn: Mr. Ron Thomas  
5064 Red Bank Road  
Galena, OH 43021

**If to Customer:**

Olentangy Local School District  
Attn: Jeff Gordon  
814 Shanahan Road, Suite 100  
Lewis Center, OH 43035

or such other addresses as either party may hereinafter designate by notice to the other. Notices by hand are deemed delivered or given and become effective upon, actual receipt. Notice by courier or certified or registered mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent and, in the absence of such record of delivery, it will be rebuttably presumed to have been delivered on the third business day after it was deposited, first-class postage prepaid, in the mails.

**7.03. Assignment.** Neither party may assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the other party; provided, however, nothing in this Section 7.03 shall limit or prohibit HEAT from delegating and using vendors, contractors and subcontractors to perform the work included in the Project.

**7.04. Applicable Law and Jurisdiction.** This Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of Ohio. Both parties agree that jurisdiction of any dispute arising out of or related to this Agreement shall be brought in the Court of Common Pleas for the county where the Board's office is located or other local court with jurisdiction over the matter in the county, and expressly waive any right to remove or bring an action in federal court.

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**7.05. Term of Agreement.** The term (Term) of this Agreement will commence as of the date signed by the Board and will end upon Final Completion, provided, however, that the terms of Article 6 will survive expiration of the Term.

**7.06. Complete Agreement.** This Agreement and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Agreement between both parties regarding the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

**7.07. Further Documents.** The parties will timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

**7.08. Exhibits.** The following Exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A: Payment Schedule
- Exhibit B: Description of the Premises
- Exhibit C: Scope of Project
- Exhibit D: Energy Savings Guaranty

**7.09. Signatures In Counterpart.** This Agreement may be executed in several counterparts, each of which when executed will be deemed to be an original, but all together will constitute but one and the same Agreement. A facsimile copy hereof will suffice as an original.

**7.10. EPACT 2005 Tax Deduction Credits.** To the extent available, the Board agrees to allow HEAT to utilize the benefits of the federal tax deduction credits for implementing the energy conservation project as detailed within this agreement. Since the Board is does not pay federal taxes, this federal tax incentive, EPACT 2005, may be credited to the "qualifying project engineer or installer".

**7.11. Rebate Acquisition.** If rebates are identified for any of the ECM included in the Project for which the Board is eligible, HEAT will represent the Board in applying for any and all rebates associated with the Project. If rebates are available and funds are received as a result of HEAT completing and submitting the rebates on the Board's behalf, the rebate funds will be paid to the Board.

**7.12. Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, which will be valid and enforceable to the fullest extent permitted by law.

**IN WITNESS WHEREOF,** the duly authorized representatives of the parties have each executed this Agreement, effective as of the date first above written.

**H.E.A.T. Total Facility Solutions Inc.**

**Olentangy Local School District  
Board of Education**

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

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

\_\_\_\_\_  
Authorized Name (Signature)

\_\_\_\_\_  
Authorized Name (Signature)

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

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

\_\_\_\_\_  
Authorized Name (Print)

\_\_\_\_\_  
Authorized Name (Print)

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

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

Date: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATE OF AVAILABLE FUNDS**  
*(ORC Section 5705.41)*

On behalf of the Olentangy Local School District, I certify that the moneys required to meet the obligations of the Olentangy Local School District for the foregoing School Performance Contract have been lawfully appropriated and are in the treasury of the Olentangy Local School District or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Emily Hatfield, Treasurer  
Olentangy Local School District

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**EXHIBIT A -- Premises**

<b><i>Building No.</i></b>	<b><i>Name</i></b>
1	Liberty High School
2	Glen Oak Elementary School
3	Berkshire Middle School
4	Olentangy High School
5	Orange Middle School
6	Oak Creek Elementary School
7	Liberty Middle School
8	Shanahan Middle School
9	Alum Creek Elementary School
10	Arrowhead Elementary School
11	Cheshire Elementary School
12	Freedom Trail Elementary School
13	Orange High School
14	Heritage Elementary School
15	Indian Springs Elementary School
16	Johynnycake Corners Elementary School
17	Liberty Tree Elementary School
18	Hyatt Middle School
19	Olentangy Meadows Elementary School
20	Scioto Ridge Elementary School
21	Tyler Run Elementary School
22	Walnut Creek Elementary School
23	Wyandot Run Elementary School
24	Berkshire Bus Garage
25	Home Road Bus Garage

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**EXHIBIT B – Cash Flow Projection and Cost Breakdown and  
Project Energy Savings Summary**

[insert 1-page summary Cash Flow Project and 27-page Cost Breakdown and Project Energy Savings Summary]

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## **EXHIBIT C – Scope of Project**

Refer to the H.B. 264 Submittal Book prepared by HEAT for full details.

In addition to the Agreement and the Scope of Project described in the H.B. 264 Submittal Book, the following terms and conditions apply to the Project:

1. Invoices submitted by HEAT for payment may include stored material at the HEAT TFS warehouse. Due to the high value and small size of the LED lights and Alerton temperature control modules, HEAT may store these materials off the job-site at the HEAT TFS warehouse until needed. The Project Manager may examine the stored materials at any time. Materials moved to the job site become the property of the District once installed and accepted by the Project Manager.
2. HEAT will schedule job progress meetings in coordination with the Project Manager to review the progress of the work and planned schedule for performance of work.
3. HEAT will provide on-site, hands-on training for the operation of the new Alerton Control system to teachers, custodians, and other individuals identified by the Project Manager.
4. Retrofit by HEAT does not cover any of the following pre-existing conditions: missing or broken parts, wiring, electric motors, bearings, shafts, piping, pneumatic air piping/air leaks or any other item not specifically mentioned in the H.B. 264 Submittal Book prepared for the Project.
5. The Project Manager will notify HEAT of problems immediately upon observing the issue so that corrective action can be taken to prevent further damage.
6. If any valuable items are removed as part of the work included in the Project, these items will be returned to the District upon completion of the work that caused their removal.
7. Project Implementation
  - a. All retrofits will be done in cooperation with the Project Manager and his designees; work will be performed in first, second, and third shifts, if required.
  - b. Reconciliation Period. The reconciliation period will begin on the first day of the month following substantial sign-off, unless signing occurs on the first day of the month. The reconciliation period will be for 12 consecutive months. The reconciliation report will be due 90 days following the end of the reconciliation period, subject to the Project Manager's obligation to furnish the data and information required. The reconciliation report must be delivered to the Project Manager by electronic means, mail, or in person (with a signed acknowledgment of receipt). The Project Manager has 14 days, or such other period of time agreed to by the parties, to respond to the report with any questions or concerns. If no response is received by HEAT within the 14-day or other agreed period of time, the report will be deemed acceptable and cannot be disputed at a later time. Savings calculations will be done using Abraxas Energy Consulting software known as Metrix™, which is an industry accepted software designed for determining savings and normalizing weather. Project Manager agrees to provide utility bills to HEAT monthly and may, in his discretion, provide HEAT with access to the utility online for the purpose of getting the billing information. If utility bills are not provided monthly to HEAT, additional costs may be incurred by

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HEAT, and HEAT will inform the Project Manager if it is not receiving bills and must request payment of additional costs, if there are any, from the Project Manager. Failure to provide utility bills as required for the on-going assessment and verification of utility savings may be the basis for termination of this Agreement by HEAT.

- c. Baseline Adjustments. During the terms of the Agreement, the Project Manager must inform HEAT of any change in use, schedules, structure, or excessive plug load at any of the District buildings included in the Project. Failure to comply with this requirement will result in a baseline adjustment for the excess energy consumption and/or termination of the Agreement by HEAT.

The baseline for each District building was determined from the utility bills for the previous three (3) years for that facility. The Metrix™ software will develop the regression equation used to adjust a baseline consumption for current weather using heating degree days and cooling degree days. This is a dynamic baseline versus a static baseline in that it will not be the same each year. Using Metrix™ software the energy savings is a direct reflection on the number of days in a billing cycle and may be more or less than 365 days annually. Other software may be used as long as it is agreed upon and documented in writing by both parties.

- d. Savings. For the purpose of this Agreement, Savings is defined as the difference between the energy units expended in the baseline year versus the energy units expended in the current year after the ECMs have been installed. Those units equate to dollars to show the value of the units. This Agreement does not guarantee dollars only units of energy avoidance (savings). Savings can be calculated from the base rate defined in the rate section. The base rate is the rate used to establish the baseline and the calculated savings. Current rate may also be used to calculate savings. Current rate is defined as the average rate of the current reconciliation year. The current rate or baseline rate, whichever is greater, may be used in determining savings. If the savings is being calculated using the base rate, then there is an automatic 2.2% unit escalation annually. If calculating savings from the current rate, then no escalation will be done. In the case of a savings shortfall, if this Agreement is a guaranteed savings agreement, then the dollar amount associated with the shortfall may be calculated from the base rate or the then current rate, whichever is less. If a shortfall is determined, the total value of the shortfall may be paid in the form of adjusted service/maintenance agreement pricing, discount on equipment, or any other compensation agreed to by both parties.
- e. Access to Facility. It is understood and agreed that HEAT will be granted access to each District building during normal business hours to perform energy analysis audits for compliance with this Agreement. This Agreement is based on energy savings that require performance within certain guidelines documents in the Agreement and in the conditions of the OFCC School Performance Contract Program.
- f. Maintenance. For the duration of the Agreement, equipment maintenance must be performed at each District building at which work covered by the Project is completed; equipment maintenance includes air filters, belts, bearing lubrications, coil cleaning, water treatment, repairs, and any other maintenance to keep equipment in working order. There will be no adjustments to savings for

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inoperable equipment. If any equipment, as a whole, is replaced with a higher efficient unit, the Project Manager must notify HEAT so that an appropriate baseline adjustment can be made.

- g. Operational and Maintenance Savings (O&M). The O&M Savings is included as part of the savings anticipated as a result of the Project, but the parties agree that these savings are not measured or monitored and are not part of any guaranteed energy savings. This type of savings is estimated as reduced labor hours and equipment maintenance costs.
- h. Operational Parameters. The following are the operational parameters that are mutually agreed upon for the Project. These parameters were used in calculating the savings set forth in the Agreement. If operated outside of these parameters, the District building may have decreased energy savings. Variation from these parameters is a basis for HEAT to adjust the baseline for the decreased energy savings.

**\*Excluding normal after school activities and weather events. The district will notify H.E.A.T. of any increase or decrease in facility rentals that may impact the savings comparison.**

	Heating Mode	Cooling Mode
Occupied Setpoints	70° F	74° F
Unoccupied Setpoints	60° F	85° F

All holidays and snow days must be followed for reduced operation hours, including gymnasium hours operating later than normal

School Operational Hours are as follows:

### 2016-2017 Start and Dismissal Times

	Start	Dismissal
High Schools		
OHS, OLHS, OOHs	7:20 a.m.	2:35 p.m.
Middle Schools		
OHMS, OSMS, OOMS	7:40 a.m.	2:45 p.m.
OBMS	8:10 a.m.	3:15 p.m.
OLMS	8:10 a.m.	3:15 p.m.
Elementary Schools		
ACES, ISES, OCES, SRES	8:50 a.m.	3:30 p.m.
AES, CES, FTES, GOES, HES, JCES, LTES, OMES, TRES, WCES, WRES	9:05 a.m.	3:45 p.m.
Preschool		
Morning Session: ACES & SRES	9:00 a.m.	11:40 a.m.
Afternoon Session: ACES & SRES	1:00 p.m.	3:40 p.m.
Extended Day PS hours at ACES & SRES	9:00 a.m.	2:10 p.m.
Morning Session: AES, CES, GOES, JCES, LTES, TRES & WRES	9:15 a.m.	11:55 a.m.
Afternoon session: AES, CES, GOES, JCES, LTES, TRES & WRES	1:15 p.m.	3:55 p.m.
Extended Day PS hours at GOES, WCES & WRES	9:15 a.m.	2:10 p.m.
Olentangy Academy		



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ACT Program  
OASIS Program  
STEM Program

8:30 a.m.	3:15 p.m.
8:00 a.m.	12:00 p.m.
7:20 a.m.	2:15 p.m.

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## **EXHIBIT D – Energy Savings Guaranty**

### **Energy Savings Guaranty for the School Performance Contract**

HEAT gives the following Energy Savings Guaranty required by the OFCC as a condition for the Board's participation in the School Performance Contract Program:

1. The guarantee will be in the amount equal to the total contract savings over the term of the installment payment contract providing financing for the Project. The guarantee applies to the energy conservation measures described in the School Performance Contract (Agreement) between HEAT and the Board and the guaranteed savings described in that Agreement
2. HEAT warrants and guarantees that the ECMs will realize the guaranteed savings and that HEAT will pay an amount equal to any savings shortfall based upon the agreement of the Board and HEAT.
3. The Agreement includes a measurement and verification (M&V) plan for each EMC that is projected to generate savings.
  - a. For any ECM for which savings are stipulated, savings assumptions must be certified by the Treasurer for the Olentangy Local School District. The Board's Project Manager must verify that the ECM has been installed and is operating properly according to the specifications of the manufacturer or supplier and according to the requirements of the contract documents. For ECMs for which savings are stipulated, no direct energy measurement is required.
  - b. For ECMs for which savings are not stipulated, the performance of each ECM must be verified by one of the four measurement options A through D of the International Performance Measurement and Verification Protocol (IPMVP), 2012 or most recent edition. HEAT plans to use Option C (Whole Facility Monitoring).
  - c. The M&V plan must include methods of calculating actual savings based upon measured results, including reconciliation of adjustments for major variables that affect the savings.
4. The District will operate and maintain the installed ECMs according to procedures described in the contract documents and according to manufacturer specifications, through either its own personnel or through contracted labor.
5. For measures that are projected to generate operations and maintenance (O&M) savings, the following process applies:
  - a. If O&M savings are projected to be less than 10% of the total savings within the first five (5) years of operation, the O&M assumptions must be certified by the District Treasurer. The District must verify that the changes intended to generate these O&M savings have been implemented. No direct measurement of these savings is required.
  - b. If O&M savings are projected to be greater than or equal to 10% of the total savings within the first five (5) years of operation, the District and HEAT must mutually agree to a plan that measures and verifies the savings, including a method for reconciling any differences between the original O&M assumptions and actual observations. Any O&M savings that must be generated solely by actions of the District, and completed outside the control of HEAT, are not part of HEAT's guaranty to the District.
6. HEAT will submit an energy savings report to the District on an annual basis, beginning no later than 90 days after the 1-year anniversary of the issuance of a certificate of contract completion,

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or equivalent document, noting the completion of construction, and continuing until the end of the financing period for the Project. The report will be in the form required by OFCC.

- a. The utility baseline for the energy savings report must be the actual energy consumption data for the most recent 12 months preceding design of the Project. The baseline may include adjustments to the most recent 12-month date, if warranted, due to known anomalies or operational changes that occurred during the baseline period that are no longer relevant to the current operation.
  - b. The District will provide HEAT with any cost or usage information necessary to verify the savings, which may include, but is not limited to, bills for electricity, natural gas, water and sewer. The District will provide billing information to HEAT in a timely manner, but not later than 30 days from receipt of the bill from the utility or service/material supplier.
  - c. The District will grant HEAT reasonable access to the Premises and facility personnel for the purposes of measuring and verifying the savings, subject to any limitations specified in the contract documents.
  - d. The energy savings report must include adjustments consistent with the selected IPMVP option, such as load adjustments due to weather, occupancy, major equipment changes, or substantive operational changes, if applicable. HEAT must follow the reconciliation guidelines of the M&V plan.
  - e. The savings report must be certified by the District Treasurer and submitted annually to the OFCC within 30 days of the Board's acceptance of the report.
  - f. Annual reporting to the OFCC will be no longer if OFCC verifies that certified annual reports fulfill the guarantee for three (3) consecutive years. The Board may elect to use the OFCC verification as cause to fulfill the guarantee over its entire term, at its discretion.
7. If the actual savings in any year of the Agreement are less than the guaranteed savings for that year, HEAT is obligated to pay or credit the Board the difference, as follows, at the Board's discretion:
  - a. Within 30 days of a written request by the District, HEAT will submit payment to the district for the amount of the different; or
  - b. Provide a credit equal to the amount of the shortfall against a HEAT invoice not yet paid by the Board; or
  - c. The Board may carry the negative balance forward to be included in the following year's reconciliation.
8. In the event of a savings shortfall, HEAT may install, at its own cost, additional ECMs that are designed and calculated to eliminate the savings shortfall in future years. Such additional ECMs must be approved by the Board, through its Project Manager. The installation of additional ECMs does not waive the Board's right to exercise any of its collection options under Item 7 above.
9. If the actual savings in any year of the contract exceed the guaranteed savings for that year, the District may, in its sole discretion:
  - a. Carry the positive balance forward and add it to the savings generated during any future years; or
  - b. Apply the positive balance against a negative balance from a prior year's reconciliation.
10. Any disputes between the Board and the Contractor regarding reconciliation and reimbursement for savings shortfalls will be resolved through dispute resolution procedures specified in the Agreement.

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Refer to the H.B. 264 Submittal Book prepared by HEAT for the Project for the specific steps for energy savings measurement and verification against the projected energy savings.

**OLENTANGY LOCAL SCHOOLS  
PREMIUM COMPARISON**

	2016	2017
<b>General Liability</b>	<b>\$ 47,089</b>	<b>50,701</b>
<b>Sexual Abuse/Molestation</b>	<b>4,045</b>	<b>4,724</b>
<b>Employee Benefits</b>	<b>440</b>	<b>440</b>
<b>Employers Liability</b>	<b>500</b>	<b>500</b>
<b>School Leaders E&amp;O</b>	<b>24,000</b>	<b>28,500</b>
<b>Employment Practices</b>	<b>Included</b>	<b>Included</b>
<b>Law Enforcement</b>	<b>720</b>	<b>720</b>
<b>Violence Coverage</b>	<b>2,625</b>	<b>2,625</b>
<b>Criminal Acts Defense</b>	<b>987</b>	<b>987</b>
 <b>Property</b>	 <b>132,276</b>	 <b>138,186</b>
	<b>\$449,926,486</b>	<b>\$471,747,875</b>
 <b>Earthquake</b>	 <b>3,375</b>	 <b>3,375</b>
<b>Flood</b>	<b>800</b>	<b>800</b>
<b>Equipment Breakdown</b>	<b>14,609</b>	<b>15,719</b>
<b>Data Compromise</b>	<b>1,185</b>	<b>1,193</b>
<b>Inland Marine – Rented/Leased</b>	<b>250</b>	<b>250</b>
<b>Electronic Data Processing</b>	<b>44</b>	<b>44</b>
<b>Miscellaneous \$200,000</b>	<b>925</b>	<b>925</b>
<b>Computer Fraud</b>	<b>369</b>	<b>369</b>
<b>Crime</b>	<b>219</b>	<b>253</b>
 <b>Automobile</b>	 <b>79,873</b>	 <b>87,092</b>
 <b>Umbrella \$3,000,000</b>	 <b>22,425</b>	 <b>30,061</b>
 <b>TOTAL</b>	 <b>\$336,756</b>	 <b>\$367,464</b>