A. A work session of the Jackson Local School District Board of Education was held Tuesday, July 23, 2019, at 8:00 a.m. at the Administrative Offices. The following members were present: Barton, Douglas, Gindlesberger, Goff, and Winkhart.

B. Superintendent DiLoreto discussed the following informational topics with the Board:
   - Academic Performance/Student Achievement
   - Resource Management
   - Governance
   - Communication/Collaboration

19.93 Moved by Barton, seconded by Gindlesberger to adjourn the work session at 11:15 am.

   Barton, yes; Gindlesberger, yes; Douglas, yes; Goff, yes; Winkhart, yes. Motion carried.

[Signatures]

President

Treasurer
A. The regular meeting of the Jackson Local School District Board of Education was held, Tuesday, July 23, 2019, at 11:30 am at Jackson High School. The following members were present: Barton, Douglas, Gindlesberger, Goff, and Winkhart.

B. President Winkhart led the Pledge of Allegiance.

19.94 Moved by Goff, seconded by Barton, to approve the minutes of the June 25, 2019 regular meeting, as presented.

Goff, yes; Barton, yes; Douglas, yes; Gindlesberger, yes; Winkhart, yes. Motion carried.

19.95 Moved by Gindlesberger, seconded by Douglas, to accept the June, 2019 financial statements, as presented.

Gindlesberger, yes; Douglas, yes; Barton, yes; Goff, yes; Winkhart, yes. Motion carried.

C. Board members reviewed the list of bills paid in June, 2019, which totaled $5,897,891.81.

D. During the first hearing of visitors, no one wished to address the Board.

E. The following communications were presented to the Board:

- Superintendent DiLoreto reported the 2018/2019 School Year Semi-Annual Harassment, Intimidation & Bullying Incident Report to the Board. From January 1, 2019 through June 30, 2019 there were sixteen incidents of bullying or harassment reported to District administrative personnel. Six of these reports were substantiated, intervention strategies were provided, and disciplinary action was taken where appropriate.

- The following individual will serve as athletic volunteer for the 2019/2020 school year: Jon Cheyney- Girls Basketball

- Laurel Seeds will serve as a vocal coach volunteer at JHS for the 2019/2020 school year.

19.96 Moved by Goff, seconded by Gindlesberger, to adopt the following memorandum of understanding, as presented.

MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS TO THE JACKSON LOCAL SCHOOL DISTRICT BY THE TOWNSHIP OF JACKSON, STARK COUNTY, OHIO

(O.R.C 3313.951)

THIS MEMORANDUM OF UNDERSTANDING (MOU), entered into as of this 23rd day of August of 2019, by and between the Jackson Local School District (hereinafter referred to as the “School District”) and the Township of Jackson, Stark County, Ohio, (hereinafter referred to as the "Township") collectively, Township and School are hereafter referred to as the “Parties”. For purposes of this MOU School Resource Officer (SRO) shall have the same meaning as defined in Ohio Revised Code section 3313.951(A)(3). This agreement establishes the needed commitment and support from both parties. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer, and will be the guiding document officers, school administrations, township administration, and students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed annually and takes into account input from all community stakeholders, including caregivers, students, and teachers. Nothing in this MOU should be construed as
limiting or impeding the basic spirit of cooperation, which exists between the participating parties listed above and all community stakeholders.

ARTICLE I
PURPOSE

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating parties to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

ARTICLE II
MISSION

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

ARTICLE III
GOALS OF THE SRO PROGRAM

SRO program goals include:
1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.
4. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:
1. Law Enforcement
2. Fostering Positive School Climate /Crime Prevention
3. Education

Law Enforcement Role – SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. A determination of whether an activity raises to the level of a law enforcement activity shall be made in consultation with a school
administrator, and in immediate proximity to the event occurring. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of SROs, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

**Fostering Positive School Climate / Crime Prevention** – One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and all school facilities.

**Education** – SROs should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

**ARTICLE IV
SCOPE OF SERVICES**

The Township agrees to provide six (6) law enforcement officers during the defined school year (2019-2020) to provide services as specified contained in Exhibit A as agreed to by the Township and the School District. School District and Township shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is the Township’s decision.

SROs should meet three general criteria:

1) **Experience or degree coursework** – SROs are in an educational atmosphere and will be assigned to an elementary/ middle/ high school facility. All SROs will be OPOTA certified and hired pursuant to all the Township’s hiring policies and procedures, as determined by the Chief of Police, or his/her designee.

2) **Experience as a police officer and commitment to student well-being** – SROs must have a minimum of two years’ experience as a patrol officer, be at least 21 years of age and have extensive experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development, and creating a positive school climate is preferable.
3) **Successful performance** – All candidates should have proven performance as reflected by prior performance as determined by command staff. Candidates should be free of significant disciplinary action.

4) **Training Requirements:** Within the first year of service as an SRO, officers shall complete a minimum of forty (40) hours of initial training that covers responsibilities or and limitations of SROs, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics such as trending school based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, and cultural competence.

**ARTICLE V**
**OPERATIONAL PROCEDURES**

1) **Chain of Command for SRO’s:** The SRO will ultimately be accountable to the Jackson Township Police Department chain of command. However, while at the school, the SRO will be additionally accountable to the principal, or his/her designee, provided there is no conflict between the Township and School District’s wishes. In the event of a conflict the SRO shall follow the express desire of the Jackson Township Police Department chain of command. The SRO is expected to cooperate with the school officials, including administrators and faculty. They will abide by school policy and respond to the requests of school officials, to the extent those policies and requests do not conflict with Township policy and requests.

The SRO’s activity in the school is guided by the following procedures and supervision and evaluation shall be provided by the school district’s designee to effectively support SROs efforts and monitor their progress:

2) **Duties:** The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department. Specific daily assignments to accomplish this function will vary by school. The SRO and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

A. To enforce criminal law and protect the students, staff, and public at large against criminal activity.
B. Foster mutually respectful relationships with students and staff to support a positive school climate.
C. Provide information concerning questions about law enforcement topics to students and staff.
D. Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
E. Coordinate investigative procedures between police and school administrators.
F. Handle initial police reports of all crimes committed on campus. Serious and/or violent crimes may be subject to reassignment within the police department.
G. Take enforcement action on criminal matters when appropriate and after consultation with school administrators, when possible.
H. Attend school special events as directed by the Township.
I. Collect data on SRO activities (arrests, citations, etc.).

3) **Uniform/Dailey Schedule/Special Events/Summer Activity:** To be determined by the Township and to be consistent with this Agreement.

4) **Role in Responding to Criminal Activity:** One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties’ common goal of supporting students’ success. The following procedures will help SROs be as effective as possible in this role:

   a. School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. SROs and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SROs. This information will be conveyed to all school staff, if consistent with operational needs of the Township. In turn, SROs will inform school administration of all criminal activity they observe on the school campuses.

   b. For any offense on school property, the SRO, will work cooperatively with the school administration. All offenses to include (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with the juvenile prosecutor. The SROs powers to arrest will be governed by the Ohio Revised Code.

   c. The SRO, with the permission of the Chief of Police, or his/her designee, and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

5) **Role in School Policy Violations:** SROs are not school disciplinarians and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not SROs. The school shall provide in writing to the Township which violations of the Student Handbook or Student Code of Conduct it desires an SRO to enforce. In most matters involving a violations of the Student Handbook or Student Code of Conduct, SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

6) **Data Collection:** SROs should submit a monthly activity report to the Chief of Police, or his/her designee. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system. At the sole discretion of the Chief of Police, he/she may further disseminate monthly activity reports to the Superintendent of Schools and building principals.

**Sharing of Information:** Communication and information sharing is essential to the success of the SRO program.
a. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio’s Public Records Law, and Jackson Police Department’s Office and Jackson Local School District policies.

b. The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO will involve the dissemination of arrest reports and calls for service filed with the Jackson Police Department or from other Police agencies coming into contact with students from Jackson Local School District.

c. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.

d. If the SRO is aware of information on a student that is officially obtained by the Jackson Police Department, which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.

e. If a Juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by the Chief of Police.

f. Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file. This file may be shared with other law enforcement personnel and Criminal Justice Agencies, but will not be part of the student’s school record.

g. Hearsay information or rumors will alone, not be the basis for any formal action by the Jackson Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.

h. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the Jackson Township limits shall be relayed to the police department of jurisdiction.

i. When any felony occurs or any crime that prompts a Public Information Officer response from the schools or the Township or if a school building is evacuated the SRO shall contact his immediate supervisor as soon as possible.

j. The SRO shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone’s health or safety, time sensitivity, and the direct relationship of the information to the emergency.

7) **Role in Locker, Vehicle, Personal, and Other Searches:** SROs may participate in a search of a student’s person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense. SROs will not ask a school employee to conduct a search for law enforcement purposes.

   Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

a. Strip searches of students by SROs are prohibited.

b. Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.
8) Limits on Interrogations and Arrests:

   a. Interrogations – SROs may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language, provide the student is capable of comprehending and understanding same.

   b. Arrests – All arrests shall be at the discretion of the SRO and the Jackson Township Police Department.

      i. Building principals and the Superintendent or her designee shall be consulted prior to an arrest of a student when practical.

      ii. The student’s parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.

      iii. Unless there is a serious and immediate threat to student, teacher, or public safety, SROs shall not use physical force or restraints on students.

9) Role in Critical Incidents: The SRO will be familiar with the emergency operations manual of the Jackson Local School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

10) Role in Truancy Issues: Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

ARTICLE VI
JACKSON SCHOOL DISTRICT RESPONSIBILITIES

The School District shall accomplish the following:

1. Give prompt notice to the Township whenever the School District observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this MOU.

2. The School District shall designate a point of contact to represent the School District on a day-to-day basis and notify the Township as to who shall serve as the point of contact.
   The point of contact:
   a. Shall have the ability to authorize the Township to begin and terminate services.
   b. Shall coordinate services with the Township.

3. Shall monitor the MOU to ensure full compliance with this agreement.

4. School District will provide for any costs associated with changes in curriculum or programming initiated by the schools, which require additional hours of services or materials to be purchased.


ARTICLE VII
TOWNSHIP RESPONSIBILITIES

The Township shall accomplish the following:

1. Execute the services as defined in Article IV and within the designated time frame.

2. Give prompt notice to the School District whenever the Township observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this MOU.
3. The Township will provide the School District, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.

4. The Township will provide all labor, tools, vehicles and materials required to perform the services as identified in this MOU, except for those instances described in Article VI, section 4 above.

ARTICLE VIII
CRISIS PLANNING

School District and The Township of Jackson Police and Fire Departments will coordinate Crisis Planning and training. Each party will be involved in updates and creation of new Crisis Plans. Consistency throughout the district should be adhered to. Lock down drills shall be included as part of the School District’s preparedness plan. The Township shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the district.

ARTICLE IV
COMPENSATION AND PAYMENT

The Township shall invoice the School District bi-annually for fifty (50%) percent of the total costs associated with the Township’s employment of for six (6) School Resource Officers, for the 2019-2020 school year. The total costs associated with the Township’s employment of each officer shall include each officer’s hourly rate, health insurance (employer’s contribution), Bureau of Workers’ Compensation contribution, Ohio Public Employees Retirement System contribution, Medicare tax and uniform expenses, during the period of the MOU.

ARTICLE X
TERM OF MOU

This MOU shall become effective August 1, 2019 and terminate on July 31, 2020. This MOU may be extended upon mutual written agreement between the Township and the School District.

ARTICLE XI
TERMINATION

The School District may, by written notice to the Township, terminate this MOU prior to July 31, 2020, if the Township fails to perform any of its material obligations hereunder, and does not cure such failures immediately upon written notification from the School District specifying in detail such failures. Provided such termination occurs prior to completion of the Scope of Services herein, the School District agrees to pay the Township for work actually performed in accordance with the terms of this Agreement through the cancellation date. Township may, by written notice to the School District, terminate this MOU prior to July 31, 2020, if the School District fails to perform any of its material obligations hereunder, and does not cure such failures immediately upon written notification from the Township specifying in detail such failures. Such written notification shall be sent by certified mail, return receipt requested to the School Superintendent or the Township Administrator of the breaching party.
ARTICLE XII  
INSURANCE

The Township shall secure and maintain at its own expense insurance for protection from claims under Worker's Compensation Acts for damages because of bodily injury including personal injury, sickness or disease or death of any and all Township employees.

The Township shall secure and maintain, at its own expense, General Liability insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence.

The Township shall secure and maintain, at its own expense, Automobile Insurance, including coverage for non-owned and hired autos, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence.

The above referenced insurance shall be maintained in full force and effect during the life of this Agreement. Certificates showing that the Township is carrying the above referenced insurance in at least the above specified amounts shall, upon request, be furnished to and approved by the Township prior to the start of work on the project and before the School District is obligated to make any payment to the Township for the work performed under the provisions of this MOU. The School District shall be immediately notified if any of the foregoing insurance is canceled, not renewed, reduced, or otherwise materially altered during the term of this MOU.

ARTICLE XIII  
NON-WAIVER

Nothing in this MOU including without limitation, the insurance provisions herein before provided, shall in any way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to either party under applicable law, including but not limited to, those contained in Chapter 2744 of the Revised Code of the State of Ohio.

ARTICLE XIV  
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and applicable Federal laws and regulations.

ARTICLE XV  
AMENDMENTS

The terms and conditions of this Agreement may be amended at any time by mutual written agreement of the Parties. The effective date of any amendment will be mutually agreed upon by the Parties and will be based on a reasonable appraisal of the effect thereof on the Parties' functions and duties under this Agreement.

ARTICLE XVI  
SEVERABILITY

If any term of this Agreement or application thereof is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect or impair any other provision or right or remedy.
The Parties authorize the court to modify any invalid or unenforceable provision to the extent necessary to make it enforceable under the circumstances.

ARTICLE XVII
ENTIRE AGREEMENT

The term “Agreement” or “MOU” as used in this memorandum of understanding, shall include each attachment, exhibit or amendment as agreed upon by the Parties hereto. The terms and provisions of this Agreement set forth the entire understanding of the Parties, and shall supersede all previous communications, representations or agreements, either written or verbal, between the Parties, to include the Service Agreement the parties entered into on December 13, 2016.

ARTICLE XVIII
HEADINGS

The headings used in this Agreement are for organizational purposes and do not have any substantive effect in the Agreement.

ARTICLE XIX
ASSIGNMENT

No assignment of the Parties’ interest under this Agreement shall be binding upon the other unless agreed to in writing.

ARTICLE XX
COUNTERPARTS

This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Exhibit A

The Jackson Township Police District Department, Stark County, Ohio will assign from its School Safety Division one School Resource Police Officer and Township Constable (O.R.C. 505.49 and 509.01) to each of the Jackson Local School District’s elementary, middle school and high school buildings. The Police Chief, or his/her designee, will be solely responsible for the individual assignment of each of officer to his/her specific duty assignment. The School Resource Officers will perform the duties detailed in the attached job description, and follow the guidelines hereafter:

(a) The School Resource Officer, Employee shall comply with all Jackson Township Police Department policies, procedures, rules and regulations, both written and oral, as announced, from time to time. It is also understood and agreed to by Employee that his/her assignment, duties and responsibilities and reporting arrangements may be changed by Chief of Police or his/her designee, in his/her sole discretion without causing termination of this Agreement. It is further understood, the Employee shall comply with all Jackson Local School District’s policies, procedures, rules and regulations, both written and oral, to the extent, they do not conflict Jackson Township Police District Department’s policies, procedures, rules and regulations, both written and oral. In the event the Jackson Township Police District Department’s policies, procedures, rules and regulations, both written and oral, conflict with the
Jackson Local School District’s policies, procedures, rules and regulations, both written and oral, the Jackson Township Police District Department’s policies, procedures, rules and regulations, both written and oral, shall be followed.

(b) The School Resource Officer shall report to the Chief of Police, or his/her designee. The School Resource Officer shall from time-to-time take direction from designated Jackson Local School District administrators and staff. In the event of a conflict between direction given by designated Jackson Local School District’s administrator or staff, and a directive from the Chief of Police, or his/her designee, the directive from the Chief of Police, or his/her designee shall control.

(c) The Jackson Township Police District Department reserves the right to permanently, or temporarily adjust schedules and school assignments based on operational needs or in the case of an emergency. Employee shall keep a weekly time sheet to document hours worked and provide a copy to his/her commanding officer on a bi-weekly basis.

(d) Employee shall fulfill his duties and obligations hereunder at all locations of assignment, whether at a school building, Jackson Township Police District Department offices or elsewhere, as assignments shall require from time to time.

Goff, yes; Gindlesberger, yes; Barton, yes; Douglas, yes; Winkhart, yes. Motion carried.

Moved by Barton, seconded by Douglas, to adopt the following memorandum of understanding, as presented.

**MEMORANDUM OF UNDERSTANDING BETWEEN AND BY THE STARK COUNTY GENERAL COMBINED HEALTH DISTRICT AND Jackson Local School District**

I. Purpose and Authority.
The purpose of this MOU is to provide for an agreement for the sharing of certain confidential records generated or received by the Stark County General Combined Health District (SCHD) with the Jackson Local School District during the pendency of an investigation into an increase in youth suicides in Stark County, Ohio, that SCHD is conducting pursuant to division (A) of section 3701.14 of the Revised Code. Additionally, this MOU is to provide for a standing agreement for the sharing of protected health information pursuant to division (B) of section 3701.17 of the Revised Code among and between the Parties as the need to do so may arise.

II. Parties.

This Memorandum of Understanding (MOU) is made by and entered into between the Stark County General Combined Health District (SCHD) and Jackson Local School District (hereinafter "Parties").

III. Definitions.

For purposes of this MOU, these terms shall be defined as follows:

**Investigation or Inquiry Data** is information reported to or obtained by SCHD during an investigation or inquiry as to the cause of disease or illness, including contagious, infectious, epidemic, pandemic, or endemic conditions; or when called upon by the state or local governments, or the board of health of a general or city health district, to investigate and report upon the water supply, sewerage, disposal of excreta of any locality, and the heating, plumbing, and ventilation of a public building.
Protected Health Information or "PHI" means information, in any form, including oral, written, electronic, visual, pictorial, or physical that describes an individual's past, present, or future physical or mental health status or condition, receipt of treatment or care, or purchase of health products, if either of the following applies: (a) the information reveals the identity of the individual who is the subject of the information; or (b) the information could be used to reveal the identity of the individual who is the subject of the information, either by using the information alone or with other information that is available to predictable recipients of the information.

The Parties hereby acknowledge that information generated by DISTRICT or received by DISTRICT from an entity other than SCHD, in the course of DISTRICT’s responsibilities is not Investigation or Inquiry Data or PHI, as those terms are defined in statute, subject this MOU.

IV. SCHD Responsibilities

1. SCHD may share Investigation or Inquiry Data with DISTRICT when, at its sole discretion, SCHD determines that sharing of such data with DISTRICT will assist or further its investigation or inquiry. If SCHD shares Investigation or Inquiry Data with DISTRICT, SCHD will clearly indicate the confidential nature of the information.

2. Protected Health Information (PHI) reported to or obtained by SCHD is confidential but may be shared with DISTRICT if SCHD, in its sole discretion, determines:

   a. The release of the PHI is necessary to provide treatment to the individual;

   b. The release of the PHI is necessary to ensure the accuracy of the information;

   c. SCHD determines the release of the PHI is necessary, based on an evaluation of relevant information, to avert or mitigate a clear threat to an individual or to the public health. Information released pursuant to this paragraph shall be limited to those persons or entities necessary to control, prevent, or mitigate disease.

3. PHI, released pursuant to subsection IV.2.a & b of this MOU, shall be accompanied by a prominently displayed written statement that reads as follows: "This information has been disclosed to you from confidential records protected from disclosure by state law. You shall make no further disclosure of this information without the specific, written, and informed release of the person to whom it pertains, or as otherwise permitted by state law. A general authorization for the release of medical or other information is not sufficient for the release of information pursuant to this section."

V. DISTRICT Responsibilities

1. DISTRICT agrees to abide by and adhere to section 3701.14 of the Revised Code. In doing so, DISTRICT agrees that Investigation or Inquiry Data received in accordance with subsection IV.1 of this MOU is confidential during the course of that investigation or inquiry and shall not be released during that investigation or inquiry except pursuant to this MOU or as indicated by SCHD.

2. DISTRICT agrees to abide by and adhere to section 3701.17 of the Revised Code. In doing so, DISTRICT agrees that PHI is confidential and shall not be released except pursuant to this MOU or as indicated by SCHD.

3. Should any person challenge DISTRICT’s ability to withhold Investigation or Inquiry Data or PHI received from SCHD pursuant to this MOU, DISTRICT agrees to notify SCHD and shall allow SCHD a reasonable amount of review and determine whether the Investigation or Inquiry Data or PHI in question can be released or disclosed.
4. Subject to section X of this MOU, DISTRICT agrees to accept and defer to the SCHD interpretation of sections 3701.14 and 3701.17 of the Revised Code.

5. Subject to section X of this MOU, DISTRICT agrees to accept and defer to the SCHD determination of whether any Investigation or Inquiry Data or PHI may be released or otherwise disclosed.

6. Subject to section X of this MOU, DISTRICT agrees to accept and defer to any terms or conditions SCHD may impose on any release or disclosure of Investigation or Inquiry Data or PHI.

VI. Public Records.

Except as specified herein, this MOU does not address, affect, or impact the release of information that is otherwise a matter of public record pursuant to section 149.43 of the Revised Code or the obligations of the Parties according to law.

VII. Ownership.

SCHD shall at all times retain ownership of all Investigation or Inquiry Data or PHI. Subject to the terms of this MOU and to the extent permitted by law, SCHD grants DISTRICT permission to use all Investigation or Inquiry Data or PHI in its control, as is necessary, to fulfill the purpose for sharing or exchanging the Investigation or Inquiry Data or PHI.

VIII. Storage.

DISTRICT shall only store or maintain Investigation or Inquiry Data or PHI shared or exchanged in a manner that ensures confidentiality of the data or information. DISTRICT shall, immediately upon discovery, notify SCHD if the confidentiality of the data or information is compromised or breached in any way and for any reason. DISTRICT shall take such steps as are necessary to assess and mitigate any harm that may result from compromised or breached confidentiality.

IX. Liability.

Each Party to this MOU shall be responsible for its own acts and omissions and those of its officers, employees and agents. No Party to this MOU shall be responsible for the acts or omissions of entities not a Party to this MOU. Neither Party to this MOU agrees to release, hold harmless, or indemnify the other Party from liability that may arise or relate to this MOU.

X. Settlement of Disputes.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOU before referring the matter to any other person or entity for settlement.

XI. Effective Date, Modification, and Termination.

This MOU shall become effective upon the signature of both Parties and shall remain in effect until otherwise agreed to by the Parties. The terms of this MOU may be modified upon the consent and signature of both Parties. This MOU may be terminated by either Party at any time; however, the terminating Party shall provide written notice to the other Party at least sixty (60) days in advance of the effective date of termination unless there is a critical failure to perform. In the event of termination, except for DISTRICT-generated material, all SCHD Investigation or Inquiry Data or PHI shall be returned to SCHD within ninety (90) days of the termination date or DISTRICT shall certify to SCHD that it has destroyed all SCHD Investigation or Inquiry Data or PHI and any copies thereof.
MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- JULY 23, 2019

XII. Capacity to Enter into Agreement.

The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

Barton, yes; Douglas, yes; Gindlesberger, yes; Goff, yes; Winkhart, yes. Motion carried.

19.98 Moved by Goff, seconded by Barton, to accept with appreciation all donations received for the fourth quarter of fiscal year 2019 (April 1, 2019 through June 30, 2019), as presented.

Goff, yes; Barton, yes; Douglas, yes; Gindlesberger, yes; Winkhart, yes. Motion carried.

19.99 Moved by Barton, seconded by Douglas, to authorize the following field trips per their tentative schedules and final approval of the Superintendent, as presented.

The Varsity Girls Golf Team, along with head coach Teal Harvey, will travel to Columbus, OH on September 1-2, 2019 to compete against top teams at the OSU Golf Course and New Albany Country Club. The field trip is funded by the booster club.

Approximately 15-20 members of the Speech and Debate Team, along with head coach Ben McGugin and assistant coaches Brandon Mader, Larinda Johnson and Megan Rea, will travel to Yale University in New Haven, CT on September 13-15, 2019 to participate in the Yale University Invitational Tournament. The field trip is funded by the booster club and students.

Barton, yes; Douglas, yes; Gindlesberger, yes; Goff, yes; Winkhart, yes. Motion carried.

19.100 Moved by Gindlesberger, seconded by Barton, to accept the following resignations, as presented.

Jennifer Gribbin  Teacher, effective end of 2018/2019 contract year
Ronald Hepner    9th Grade Wrestling Coach, effective 2019/2020 contract year
Josh Hirschman   Teacher, effective end of 2018/2019 contract year
Josh Hirschman   MS Social Studies Dept Head; MS Football Coach; HS Track Coach, effective 2019/2020 contract year
Bryan Marcelli   Asst. Wrestling Coach (Varsity), effective 2019/2020 contract year
Linda Paris      For retirement purposes, Treasurer, effective July 31, 2019

Gindlesberger, yes; Barton, yes; Douglas, yes; Goff, yes; Winkhart, yes. Motion carried.

19.101 Moved by Barton, seconded by Goff, to adopt the following resolution, as presented.

WHEREAS, the Board has posted the position(s) listed below as being available to employees of the District who hold teaching licenses or certificates, and no such employee who is qualified to fill the position has applied for, been offered and accepted such position; and

WHEREAS, this Board then advertised the above position(s) as being available to any individual with such a license or certificate who is qualified to fill it and who is not employed by the Board and no such person who is qualified to fill the position has applied for, been offered and accepted such position; and
BE IT RESOLVED, that the following non-licensed, non-certified person(s) be employed for a one-year personal service contract as indicated pending completion of all legal requirements.

BE IT FURTHER RESOLVED, to non-renew the personal service contract(s) at the conclusion of the 2019-2020 contract years of the following personnel as recommended by the Superintendent, and direct the Treasurer to advise them by letter of the Board’s intention to non-renew the contracts at the conclusion of the 2019-2020 contract year.

Marty Clement- 7/8 Grade Boys & Girls Cross Country Coach (3/4 of full contract) 6%
Bryan Marcelli- Assistant Wrestling Coach (Varsity) 15%
Ross Vukovich- Assistant Baseball Coach (1/3 of full contract) 3.67%
Tyler Eagon- Assistant Baseball Coach (1/3 of full contract) 3.67%
Kahle Wilcox- Assistant Softball Coach (Varsity) 11%
Debbie McKee- Assistant Softball Coach (Varsity/JV) (1/2 of full contract) 5.5%
Samuel Elseser- Assistant Softball Coach (Varsity/JV) (1/2 of full contract) 5.5%
Michael Ryan- Head Boys Volleyball Coach 14%
Jeremy Glutting- Assistant Boys Lacrosse Coach 10%
Tyler Murphy- Assistant Boys Lacrosse Coach 10%
Michael Winkhart- Assistant Boys Lacrosse Coach (1/2 of full contract) 5%
John Kroah- Head Girls Lacrosse Coach 12%
Louis Thomas- Head Boys Tennis Coach 12%
CJ Julian- Assistant Boys Tennis Coach (JV) 10%

Barton, yes; Goff, yes; Douglas, yes; Gindlesberger, yes; Winkhart, abstain. Motion carried.

19.102 Moved by Douglas, seconded by Goff, to employ the following certificated personnel for the 2019/2020 contract year as recommended by the Local Superintendent; to employ the following classified personnel for the 2019/2020 contract year as recommended by the Local Superintendent; and to direct the Treasurer to send salary notices to these persons with salaries according to the adopted salary schedule or stipends and pending completion and return of all necessary documents including an acceptable B.C.I. record, where applicable:

Certified Employees
One-Year Limited Contracts 2019/2020
Jennifer Ardelea
Jeni Campbell
Sam Childers
Jorden Finch
Jessica Griffiths
Kristi Morisak
Sarah Shirak
Sarah Sparling
Erik Spinelli
Bridget Williams

One-Year Limited Supplemental Contract 2019/2020
Daniel Taray Social Studies Department Head- JHS (.045)

Extended Time Contract 2019/2020
Katie Elliott 15 extended days for Dean of Students
One-Year Limited Athletic Supplemental Contract 2019/2020
Laura Cheyney   Assistant Girls Basketball Coach (JV) 14%
Ronald Hepner   Head Wrestling Coach 17%
Bill Gamble     Head Baseball Coach (2 yr) 14%
Dan Rodriguez   Assistant Baseball Coach 11%
Marc Davide     Assistant Baseball Coach (9th Grade) 11%
Austin Szink    Assistant Baseball Coach (1/3 of full contract) 3.67%
Oliver Miday    Assistant Softball Coach (JV) 11%
Zachary Michel  Assistant Boys Lacrosse Coach 10%
Brett Marlowe   Assistant Boys Tennis Coach (Varsity) 10%

Administrator Contract 2019/2020
Linda Paris     Treasurer (2 yr; 226 days; effective August 1, 2019) *rehired retiree

Classified Employees
One-Year Limited Contract 2019/2020
Jenna Fisher     Monitor
Jennifer Salvatore Cook’s Helper
Angelia Walter   Cook’s Helper

Substitutes
Melissa Conley   Food Service
Tonya Grey       Food Service
Maria Hall       Food Service
Vicki Pettigrew  Food Service

Game Workers 2019/2020
Ryan Beltz       Starr Lenardos
Terry Bender     Alex Mallue
Jon Bender       Zachary Michel
Matt Bessler     Patrick Michel
Tim Bishman      Heidy Michel
Jim Bostic       David Milhoan
Don Childress    Bonnie Myers
David Crago      Stacy O’Neil
Dusty Crago      Lorraine Oblisk
Hayden Dennis    Cindy Oldfield
Kevin Eisenbrei  Margaret Peters
Cheryl Eisenbrei Mackenzie Peterson
Kay Fluharty     Connie Prazar
Kim Gardner      Maria Rocha
Jody Gardner     Bud Rohr
Andrea Gleason   Sara Ann Smires
Kim Hampton      Scott Stayer
Mike Heidy       Tim Stebler
Joe Huber        Ken Walters
Gary Jones       Lyn Way
Stephanie Kemp   Gary Wenning
Todd Kreps       Dale Wolfe
Rick Kuhn        Tom Yingling
Douglas, yes; Goff, yes; Barton, yes; Gindlesberger, yes; Winkhart, yes. Motion carried.

F. The next board of education meeting is scheduled for Tuesday, August 27, 2019 at 5:00 pm at Jackson High School.

G. During the second hearing of visitors, no one wished to address the board.

19.103 Moved by Barton, seconded by Gindlesberger to adjourn the meeting at 11:48 am.

Barton, yes; Gindlesberger, yes; Douglas, yes; Goff, yes; Winkhart, yes. Motion carried.

[Signatures: President, Treasurer]