OLENTANGY SCHOOLS BOARD POLICY UPDATES

Policy Updates: Neola Volume 40, Number 1

First Reading: October 28, 2021

Second Reading and Board Approval: November 16, 2021

Policy Number	Policy Name	Area	Туре
1530	Evaluation of Principals and Other Administrators	Administration	Revision
1617	Weapons	Administration	New
2271	College Credit Plus Program	Program	Revision
2370.01	Blended Learning	Program	Revision
3217	Weapons	Professional Staff	Revision
4217	Weapons	Classified Staff	Revision
5111	Eligibility of Resident/Nonresident Students	Students	Revision
5111.02	Educational Opportunity for Military Children	Students	New
5200	Attendance	Students	Revision
5336	Care of Students with Diabetes	Students	Reissue
5350	Student Mental Health and Suicide Prevention	Students	Revision
5464	Early High School Graduation	Students	Revision
5516	Student Hazing	Students	Revision
5630.01	Positive Behavior Intervention and Supports and Limited Use of Restraint and Seclusion	Students	Revision
5722	School-Sponsored Publications and Productions	Students	Replacement
6114	Cost Principles – Spending Federal Funds	Finances	Revision
7300	Disposition of Real Property/Personal Property	Property	Revision
7450	Property Inventory	Property	Revision
8330	Student Records	Operations	Revision
8400	School Safety	Operations	Revision
8462	Student Abuse and Neglect	Operations	Revision
8600	Transportation	Operations	Revision
8651	Nonroutine Use of School Buses	Operations	Revision
8740	Bonding	Operations	Revision

<u>Green underlined</u> text denotes policy additions. Red struck through text denotes policy deletions or options not selected.

Page 1 of 1 Exhibit 10.28.2021



Section Vol. 40, No. 1 - August 2021

Title EVALUATION OF PRINCIPALS AND OTHER ADMINISTRATORS

Code po1530_20211028_Revision

Status Ready for Board Review

Adopted January 26, 2012

Last Revised April 8, 2021

1530 - 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 shall review the results of the evaluation process with the Board.

Specific Requirements for Building Principals and Assistant Principals - Ohio Principal Evaluation System (OPES)

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.

(\checkmark) 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.

Evaluation Instruments

The Superintendent may utilize model evaluation forms developed by the Ohio Department of Education for administrators evaluated under OPES. The Superintendent may, in his/her discretion, utilize a single evaluation instrument for all administrative positions not subject to evaluation under OPES, instruments particularized for each position, or a combination of both types of instruments.

Evaluation instruments shall be developed and/or utilized by the Superintendent as s/he may determine in his/her best professional judgment and may be modified from time-to-time by the Superintendent 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 observations which is within the knowledge of or brought to the attention of the evaluator. Out-of-school conduct may be considered if such conduct impacts the individual's effectiveness as an administrator or as a role model for students and staff.

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 shall be determined by the evaluator on a case by case basis.

Administrators evaluated under OPES will receive at least two (2) formal observations of at least thirty (30) minutes in length. Formal observations for administrators who are not evaluated under OPES are optional as determined appropriate 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 professional 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.

Number and Timing of Evaluations

A. Administrator Not in Final Year of Contract

An administrator not in the final year of his/her contract shall be evaluated at least once during the school year. A written copy of the evaluation report shall be provided to the administrator no later than the end of the administrator's contract year as defined by the administrator's annual salary notice.

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. For principals and assistant principals, a signed written copy of the post-observation report shall serve as the preliminary evaluation. 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.

The final evaluation report for an administrator in the last year of his/her contract shall include the administrator's final holistic rating and the Superintendent's intended recommendation to the Board concerning the renewal or non-renewal of the contract. The Board will consider the evaluation results when deciding whether to renew or not renew an administrator's 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.

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.

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R.C. 3319.02, 3319.111, 3319.112, 4117.01



Section Vol. 40, No. 1 - August 2021

Title WEAPONS

Code po1617 20211028 New

Status Ready for Board Review

1617 - **WEAPONS**

The Board of Education prohibits staff members from possessing, storing, making, or using a weapon, including a concealed weapon, in a school safety zone and any setting that is under the control and supervision of the Board for the purpose of school activities approved and authorized by the Board including, but not limited to, property leased, owned, or contracted for by the Board, a school-sponsored event, or in a Board-owned vehicle, except as permitted by law.

The term weapon includes any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, incendiary devices, explosives, and other objects defined as dangerous ordinances under State law.

The Superintendent shall immediately refer a staff member who violates this policy to law enforcement officials, regardless of whether such staff member possesses a valid concealed weapon license. The staff member who violates this policy will also be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy and the terms of existing collective bargaining agreements.

Exceptions to this policy include:

- A. weapons under the control of State or Federal agents authorized to carry deadly weapons who are acting within the scope of their duties or law enforcement agents;
- B. weapons carried by security personnel or other designated staff employed by the Board who are qualified under State law to carry a weapon in a school safety zone while on active duty;
- C. handguns in the possession of a person who has a valid concealed handgun license or who is an active duty member of the armed forces with a valid military identification card and documentation of successful completion of firearms training if the handgun remains in a vehicle with the individual or is left in a locked vehicle when the person exits the vehicle;
- D. (✓) objects indistinguishable from a firearm used during school safety trainings;
- E. (✓) items indistinguishable from a firearm approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved (working firearms and ammunition shall never be approved);
- F. (\checkmark) theatrical props used in appropriate settings;
- G. (\checkmark) starter pistols used in appropriate sporting events.

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Staff members shall immediately report any information concerning weapons and/or threats of violence by students, staff members, or visitors to the <u>Director of Safety, Security, and Preparedness</u>. Failure to report such information may subject the

staff member to disciplinary action, up to and including termination.

The Board directs the Superintendent to post notices prohibiting the carrying and possession of concealed weapons in a school safety zone, including schools and school buildings, on school premises and school buses, and at school activities. The notices shall contain a statement substantially in the following form:

Unless otherwise authorized by law, pursuant to R.C. 2923.122, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance into a school safety zone.

The Superintendent shall conspicuously post such notices at each entrance of a school and/or school building and in areas inside the building where visitors are required to report. Notices shall also be posted at each entrance leading into a school activity (particularly those activities held outside of the school building) and parcel of land. Further, notices shall be posted in each school bus and other Board-owned vehicle, including a school van.

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Legal R.C. 109. 78

R.C. 2923.11, 2923.12, 2923.122, 2923.19, 2923.161, 2923.22, 3313.20

18 U.S.C. 922



Section Vol. 40, No. 1 - August 2021

Title COLLEGE CREDIT PLUS PROGRAM

Code po2271 20211028 Revision

Status Ready for Board Review

Adopted May 25, 2011

Last Revised September 6, 2018

2271 - COLLEGE CREDIT PLUS PROGRAM

The Board of Education recognizes the value to students and to the District for students to participate in programs offered by accredited colleges and universities in Ohio.

The Board will approve participation by students who apply to the participating college or university (institute of higher education or IHE) and meet the IHE's and relevant academic program's established standards for admission, enrollment, and course placement. Participating students will be eligible to receive secondary credit for completing any of these programs. To be eligible, students must be in seventh, eighth, ninth, tenth, eleventh, or twelfth grade and must either be remediation-free in one of the assessments established under R.C. 3345.061(F), or meet an alternative remediation-free eligibility option as defined by the Chancellor of Higher Education in consultation with the superintendent of public instruction. Students who participated in the College Credit Plus program before September 30, 2021 and who qualified to participate in accordance with prior law by scoring within one standard error of measurement below the remediation-free threshold for one of the required assessments and having a cumulative high school grade point average of at least 3.0 or alternatively receiving a recommendation from a school counselor, principal or career technical program advisor may remain eligible to participate. achieve remediation free status on an assessment established under R.C. 3345.061(F) or meet alternative criteria under the law.

Underperforming and Ineligible Students

If a student participating in the College Credit Plus Program under the option set forth in R.C. 3365.06 (B) either: A) fails to maintain a grade point average of 2.0 or higher in the college courses taken through the College Credit Plus Program; or B) withdraws from, or receives no credit for two or more courses in the same term, the student will be considered an underperforming student. If a student maintains underperforming student status for two (2) consecutive terms of enrollment, the student will be deemed "ineligible."

Probation

Immediately after determining a student has obtained underperforming student status, the Superintendent shall place the student on probation within the College Credit Plus Program, and notify the underperforming student, his/her parents, and each IHE in which the student is enrolled of his/her status. The underperforming student and his/her parents shall also be notified of the following requirements for continued participation in the Program while on probation:

- A. The student shall only enroll in one (1) college course during any term.
- B. The student shall refrain from enrolling in a college course in the same subject as a college course in which the student earned a grade of "D" or "F" or for which the student received no credit.
- C. If the student had registered for more than one (1) college course for the next term prior to being placed on probation, the student shall request each IHE in which s/he is enrolled to dis-enroll the student from those courses that conflict with the terms of his/her probationary status.

- 1. If a student elects to remain enrolled in one (1) course for the next term, s/he shall inform the IHE of the course in which the student would like to remain enrolled.
- 2. If the student fails to dis-enroll from any courses that conflict with his/her probationary status, the Superintendent shall immediately notify the student and his/her parents that the student shall assume responsibility for any and all tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and his/her parents shall also be advised that the student shall be deemed an ineligible student and dismissed from the program for the next term in accordance with the dismissal procedures set forth below.
- D. If a student takes a course after being placed on probation and such course raises the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be removed from probation. The student may participate in the Program without restrictions unless s/he is declared to be an underperforming student again.
- E. If a student takes a course after being placed on probation and such course does not raise the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be dismissed from the Program in accordance with the dismissal procedures set forth below.

Dismissal

If a student is deemed ineligible to participate in the College Credit Plus Program, s/he will be dismissed from the Program. The Superintendent shall notify the ineligible student, his/her parents, and each IHE in which the student is enrolled of his/her dismissal. The ineligible student and his/her parents shall also be notified that the student shall not take any college courses through the Program following his/her dismissal.

If the student had registered for more than one (1) college course for the next term prior to being dismissed from the Program, the student shall request each IHE in which s/he is enrolled to dis-enroll the student from the Program.

If the student fails to dis-enroll following his/her dismissal from the Program, the Superintendent shall immediately notify the student and his/her parents that the student shall assume responsibility for any and all tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and his/her parents shall also be advised that the Superintendent shall extend/continue the student's dismissal from the Program for an additional term.

Reinstatement

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Following one (1) term of dismissal, a student may submit a request to the Superintendent to be reinstated to the College Credit Plus Program. Summer shall only be counted as a term if the student is enrolled in one (1) or more high school courses during the summer. Upon receipt of the reinstatement request, the student's full high school and college academic record will be reviewed to determine whether the student has achieved academic progress and whether s/he will be reinstated on probation or without restriction.

Reinstatement on Probation: In order to be reinstated to the College Credit Plus Program on probation, the student must meet the following academic progress criteria:

A. (✓) a minimum high school weighted grade point average of 3.0 and

A. (✓) a minimum high school weighted grade point average of 3.5 and

B. (\checkmark) provide an action plan for academic success.

B. (√) provide an action plan for academic success.

C. ()	
Reinstatement without Restriction: In order to be reinstated without any restrictions, the student must meet the facademic progress criteria:	ollowing

If the student fails to demonstrate academic progress as defined above, the Superintendent shall extend/continue the student's dismissal for an additional term(s). During the dismissal period, the student shall remain ineligible to participate in the College Credit Plus Program until academic progress is achieved.

Appeals

Any student who is dismissed from the College Credit Plus Program or prohibited from taking a course in which the student earned a grade of "D" or "F" or for which the student received no credit, may appeal the decision to the Superintendent. The appeal must be filed within five (5) business days after the student is notified of the dismissal or prohibition against taking a course. Upon receiving the appeal, the Superintendent must immediately notify each IHE in which the student is enrolled that the student has filed an appeal.

When reviewing a student's appeal, the Superintendent shall consider any extenuating circumstances separate from the student's academic performance that may have affected or otherwise impacted the student's status in the College Credit Plus Program. After considering such information, the Superintendent may:

- A. allow the student to participate in the Program without restrictions;
- B. allow the student to take a course in which the student earned a grade of "D" or "F" or for which the student received no credit;
- C. allow the student to participate in the Program on probation; or
- D. maintain the student's dismissal from the Program.

The Superintendent shall issue a decision on the student's appeal within ten (10) business days after the date the appeal is filed. The Superintendent's decision shall be final, and s/he shall immediately provide notification of the decision to each IHE in which the student is enrolled.

- A. If the Superintendent decides to continue the student's dismissal from the College Credit Plus Program, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to withdraw from all courses in which the student is enrolled without penalty. The Board shall not be required to pay for such courses.
- B. If the Superintendent fails to issue a timely decision after the date the appeal is made, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to withdraw from all courses in which the student is enrolled without penalty. If the decision is issued after the IHE's no-fault withdrawal date, the Board shall be required to pay for such courses.

Home-Schooled Students

If a home-schooled student participating in the College Credit Plus Program is placed on probation or dismissed from the Program, the parent of the student shall be responsible for notifying each IHE in which the student is enrolled of such probation or dismissal.

The Board will provide information about the College Credit Plus Program prior to February 1st to all students enrolled in grades six through eleven and their parents as outlined in AG 2271. The Board will also promote the College Credit Plus Program on its website, including the details of the Board's current agreements with partnering IHEs.

All students must meet the requirements for participating in the College Credit Plus Program outlined in AG 2271.

The Board () shall (\checkmark) may deny high school credit for the College Credit Plus Program courses any portion of which are taken during the period of a student's expulsion. If the student has elected to receive credit for course(s) toward fulfilling graduation requirements as well as the College Credit Plus Program credit, that election is automatically revoked for all college courses in which the student enrolled during the college term in which the expulsion is imposed.

When a student is expelled, the Board directs the Superintendent to send written notice of the expulsion to any college in which the expelled student is enrolled under R.C. 3365.03 (College Credit Plus Program) at the time the expulsion is imposed. This notice shall indicate the date the expulsion is scheduled to expire and that the Board has adopted a policy under R.C. 3313.613 to deny high school credit for College Credit Plus Program courses taken during an expulsion. If the expulsion period is later extended, the Superintendent shall notify the college of the extension.

EX. A - November 16, 2021 Page 10 of 86

The Board will collect, report, and track program data annually in accordance with data reporting guidelines adopted by the chancellor and the Superintendent of Public Instruction pursuant to R.C. 3365.15.

The Superintendent shall establish the necessary administrative guidelines to comply with State law which will thereafter be properly communicated to both students and their parents. The Superintendent shall also establish guidelines and procedures for the awarding of credit and the proper entry on a student's transcript and other records of his/her participation in a College Credit Plus Program.

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Legal R.C. 3313.613, 3365.01 through 3365.09

A.C. 3333-1-65.13



Section Vol. 40, No. 1 - August 2021

Title BLENDED LEARNING

Code po2370.01_20211028_Revision

Status Ready for Board Review

Adopted November 20, 2018

2370.01 - BLENDED LEARNING

The Board of Education authorizes the operation of a blended learning environment as an educational opportunity for students. Blended learning is defined as delivery of instruction in a combination of time primarily in a supervised physical location away from home and online delivery where the student has some element of control over time, place, path, or pace of learning. Students participating in blended learning shall have the ability to advance from grade to grade and earn credits by demonstrating proficiency of knowledge or skills through competency-based learning models rather than a minimum number of days or hours in a classroom or on a digital learning device. Blended learning programs must have an annual instructional calendar of not less than 910 hours.

Students participating in blended learning shall have the ability to earn credits by demonstrating proficiency of knowledge or skills through competency based learning models rather than a minimum number of days or hours in a classroom or on a digital learning device. Students may advance from grade to grade based upon credits earned.

If the school alters the hours that it is open for instruction in order to adapt blended learning opportunities that apply to all students, the school shall be released from school year hourly requirements in R.C. 3313.48(A).

The Superintendent is authorized to develop program guidelines and specific procedures to address the following requirements:

- A. The means of personalization of student-centered learning models to meet the needs of each student.
- B. The evaluation and review of the quality of on-line curriculum delivered to students.
- C. The assessment of each participating student's progress through the curriculum. Students will shall be permitted to advance through each level of the curriculum based on demonstrated competency/mastery of the material.
- D. The assignment of a sufficient number of teachers to ensure a student has an appropriate level of interaction to meet the student's personal learning goals. Each participating student shall be assigned to at least one (1) teacher of record.
- E. The method by which each participating student will have access to the digital learning tools necessary to access the online or digital content.
- F. The means by which each school shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to or made available to students for instructional use. The school shall provide such device or software at no cost to any student who uses a device obtained from a source other than the school.
- G. The means by which the school will ensure that teachers have appropriate training in the pedagogy of the effective delivery of on-line or digital instruction.

The Superintendent will collect, report, and track program data annually in accordance with data reporting guidelines and provide regular reports to the Board.

The Superintendent shall establish the necessary administrative guidelines and procedures to comply with State law which will thereafter be properly communicated to both students and their parents.

R.C. 3302.41 A.C. 3301-35-03

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Legal R.C. 3302.41

A.C. 3301-35-03



Section Vol. 40, No. 1 - August 2021

Title WEAPONS

Code po3217 20211028 Revision

Status Ready for Board Review

Adopted October 26, 2011

Last Revised November 20, 2018

3217 - **WEAPONS**

The Board of Education prohibits professional staff members from possessing, storing, making, or using a weapon, including a concealed weapon, in a school safety zone and any setting that is under the control and supervision of the Board for the purpose of school activities approved and authorized by the Board including, but not limited to, property leased, owned, or contracted for by the Board, a school-sponsored event, or in a Board-owned vehicle, except as permitted by law.

() without the permission of the Superintendent.

The term weapon includesmeans any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, incendiary devices, explosives, and other objects defined as dangerous ordinances under State law and explosives.

The Superintendent shall <u>immediately</u> refer a staff member who violates this policy to law enforcement officials, regardless of whether such staff member possesses a valid concealed weapon license. The staff member <u>who violates this policy</u> will also be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy and the terms of existing collective bargaining agreements.

Exceptions to this policy include:

- A. weapons under the control of <u>State or Federal agents authorized to carry deadly weapons who are acting within the scope</u> of their duties or law enforcement agents; law enforcement personnel;
- B. <u>weapons carried by security personnel or other designated staff employed by the Board who are qualified under State law to carry a weapon in a school safety zone while on active duty;</u>
- C. handguns in the possession of a person who has a valid concealed handgun license or who is an active duty member of the armed forces with a valid military identification card and documentation of successful completion of firearms training if the handgun remains in a vehicle with the individual or is left in a locked vehicle when the person exits the vehicle;
- D. () weapons carried by an on duty security officer employed by the Board;
- E. ($\sqrt{\ }$) objects indistinguishable from a firearm used during school safety trainings;
- F. () items indistinguishable from a firearm approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved; (working firearms and ammunition shall never be approved)

- G. (\checkmark) theatrical props used in appropriate settings;
- H. (\checkmark) starter pistols used in appropriate sporting events;

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Staff members shall <u>immediately</u> report any information concerning weapons and/or threats of violence by students, staff members, or visitors to the <u>Director of Safety, Security, and Preparedness</u>. Failure to report such information may subject the staff member to disciplinary action, up to and including termination.

The Board directs the Superintendent to post notices prohibiting the carrying and possession of concealed weapons in a school safety zone, including schools and school buildings, on school premises and school buses, and at school activities. The notices shall contain a statement substantially in the following form:

Unless otherwise authorized by law, pursuant to R.C. 2923.122, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance into a school safety zone.

The Superintendent shall conspicuously post such notices at each entrance of a school and/or school building and in areas inside the building where visitors are required to report. Notices shall also be posted at each entrance leading into a school activity (particularly those activities held outside of the school building) and parcel of land. Further, notices shall be posted in each school bus and other Board-owned vehicle, including a school van.

R.C. 109.78

R.C. <u>2923.11</u>, 2923.12, 2923.122, 2923.19, 2923.161, 2923.22, 3313.20 18 U.S.C. 922

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Legal R.C. 109.78

R.C. 2923.11, 2923.12, 2923.122, 2923.19, 2923.161, 2923.22, 3313.20

18 U.S.C. 922



Section Vol. 40, No. 1 - August 2021

Title WEAPONS

Code po4217 20211028 Revision

Status Ready for Board Review

Adopted August 22, 2011

Last Revised November 20, 2018

4217 - **WEAPONS**

The Board of Education prohibits-classified staff members from possessing, storing, making, or using a weapon, including a concealed weapon, in a school safety zone and any setting that is under the control and supervision of the Board for the purpose of school activities approved and authorized by the Board including, but not limited to, property leased, owned, or contracted for by the Board, a school-sponsored event, or in a Board-owned vehicle, except as permitted by law.

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The term weapon includesmeans any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, incendiary devices, explosives, and other objects defined as dangerous ordinances under State law and explosives.

The Superintendent shall <u>immediately</u> refer a staff member who violates this policy to law enforcement officials, regardless of whether such staff member possesses a valid concealed weapon license. The staff member <u>who violates this policy</u> will also be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy and the terms of existing collective bargaining agreements.

Exceptions to this policy include:

- A. weapons under the control of <u>State or Federal agents authorized to carry deadly weapons who are acting within the scope of their duties or law enforcement agents; law enforcement personnel;</u>
- B. <u>weapons carried by security personnel or other designated staff employed by the Board who are qualified under State law to carry a weapon in a school safety zone while on active duty;</u>
- C. handguns in the possession of a person who has a valid concealed handgun license or who is an active duty member of the armed forces with a valid military identification card and documentation of successful completion of firearms training if the handgun remains in a vehicle with the individual or is left in a locked vehicle when the person exits the vehicle;
- D. () weapons carried by an on duty security officer employed by the Board;
- E. ($\sqrt{\ }$) objects indistinguishable from a firearm used during school safety trainings;
- F. () items indistinguishable from a firearm approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved; (working firearms and ammunition shall never be approved)

- G. (\checkmark) theatrical props used in appropriate settings;
- H. (\checkmark) starter pistols used in appropriate sporting events.

I.	<i>(</i>)	•	
Ι.			

Staff members shall <u>immediately</u> report any information concerning weapons and/or threats of violence by students, staff members, or visitors to the <u>Director of Safety, Security, and Preparedness</u>. Failure to report such information may subject the staff member to disciplinary action, up to and including termination.

The Board directs the Superintendent to post notices prohibiting the carrying and possession of concealed weapons in a school safety zone, including schools and school buildings, on school premises and school buses, and at school activities. The notices shall contain a statement substantially in the following form:

Unless otherwise authorized by law, pursuant to R.C. 2923.122, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance into a school safety zone.

The Superintendent shall conspicuously post such notices at each entrance of a school and/or school building and in areas inside the building where visitors are required to report. Notices shall also be posted at each entrance leading into a school activity (particularly those activities held outside of the school building) and parcel of land. Further, notices shall be posted in each school bus and other Board-owned vehicle, including a school van.

R.C. 109.78

R.C. 2923.11, 2923.12, 2923.122, 2923.19, 2923.161, 2923.22, 3313.20

18 U.S.C. 922

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Legal R.C. 109.78

R.C. 2923.11, 2923.12, 2923.122, 2923.19, 2923.161, 2923.22, 3313.20

18 U.S.C. 922



Section Vol. 40, No. 1 - August 2021

Title ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS

Code po5111 20211028 Revision

Status Ready for Board Review

Adopted May 25, 2011

Last Revised May 4, 2018

5111 - ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS

The Board of Education establishes the following residency policy for determining eligibility to attend the schools of this District.

The Board shall provide tuition-free education for the benefit of children at least five (5) but under twenty-two (22) years of age whose parents reside in the District and such others as may be eligible pursuant to Federal and/or State law and the policies of the Board, including disabled preschool children who are at least three (3) years of age but not of compulsory school age and who are not currently enrolled in kindergarten, regardless of their citizenship or immigration status. The Board shall meaningfully communicate material information about enrollment requirements and procedures with parents, including parents who have limited proficiency in English. Access to information regarding enrollment requirements and procedures shall be available on the District's web site.

In addition, the Board shall provide tuition-free education for the benefit of a child whose grandparent(s) resides in the District and who is the subject of a:

- A. power of attorney designating the grandparent as the attorney-in-fact; or
- B. caretaker authorization affidavit executed by the grandparent that provides the grandparent with authority over the care, physical custody, and control of the child, including the ability to enroll the child in school, consent in all school-related matters, and discuss with the District the child's educational progress.

In accordance with State law, the grandparent shall be considered the parent of the child who is the subject of the power of attorney (Form 5111 F7) or caretaker authorization affidavit (Form 5111 F8). The child may attend the schools of this District (Form 5111 F9) unless the power of attorney or caretaker authorization form was created for the sole purpose of enrolling the child in the District so that the child may participate in the academic or interscholastic programs of this District or another reason exists to exclude the child under State law. Additionally, the child may attend the schools of the District until the power of attorney or caretaker authorization affidavit terminates upon the occurrence of one (1) of the following events:

- A. the child ceases to reside with the grandparent(s);
- B. the document is terminated by court order; or
- C. either the child who is the subject of the document or the grandparent dies.

Additionally, the power of attorney terminates if it is revoked in writing by the person who created it and that person gives written notice of the revocation to the grandparent and the juvenile court with which the power of attorney was filed. Further, the caretaker authorization affidavit terminates if the parent, guardian, or custodian of the child acts to negate, reverse, or otherwise disapprove of an action or decision of the grandparent(s) who signed the affidavit with respect to the child, and the grandparent either voluntarily returns the child to the physical custody of the parent, guardian or custodian or fails to file a complaint to seek

custody within fourteen (14) days after delivery of the written notice of negation, revocation or other disapproval. It is the responsibility of the grandparent(s) to notify the District within one (1) week of the termination of the power of attorney or caretaker authorization affidavit.

The Board reserves the right to verify each student's residency and other conditions of eligibility for tuition-free education as well as the validity of the claim of any student to an education in the District. In addition, if a student has recently been discharged or released from the custody of the Department of Youth Services (DYS) and is seeking admittance or re-admittance into the District, such students will not be admitted until the records required to be released by DYS to the Superintendent have been received (see AG 5111 for listing of required records). Within twenty-four (24) hours of admission into the District, the Superintendent shall request a copy of the student's school records from the school the student most recently attended.

Nonresident Eligibility for Tuition-Free Education

A student shall be entitled to attend school in this District free of any tuition obligation under the following circumstances:

- A. A child whose parent has signed a contract to buy or build a house in this District and provides proper sworn statements shall be enrolled without payment of tuition for a period not to exceed ninety (90) days. The Superintendent is authorized to determine the number of days. The parent shall provide:
 - 1. a sworn statement explaining the situation, the location of the house being purchased or built, and stating the parent's intention to reside there upon its completion; and
 - 2. a statement from the builder that the house is being built for the parent and its location or a statement from a real estate broker or bank officer confirming that the parent has a contract to purchase, that the parent is waiting upon a closing date, and that the house is at the location identified in the parent's sworn statement.

Such child shall also be eligible to participate in interscholastic athletics, if released by formal action of the district of current residency and the OHSAA.

- B. Children under a shared-parenting plan establishing both parents as residential parents when the child is residing with the parent, if one (1) parent resides in the District. If a student resides in another school district but attends school in this District (where one (1) parent resides), it is the obligation of the parents to provide transportation for that student from the home of the nonresident parent. Where a court has vested legal custody with only one (1) parent, the child is entitled to attend school tuition-free only in the district in which the custodial parent resides.
- C. Children of active-duty uniformed services members who are subject to a transfer or relocation order and will be relocating to but do not yet reside in the District shall be permitted to apply for enrollment in the same manner and at the same time as resident students in accordance with the provisions of the Interstate Compact on Educational Opportunity for Military Children (see Policy 5111.02).
- D. A child under the age of eighteen (18) years of age who is married and resides in the District.
- E. Students between the ages of eighteen (18) and twenty-two (22) who support themselves by their own labor, live apart from their parents, reside in the District, and have not successfully completed the District's high school program or their I.E.P.
- F. Students who are considered by Federal law to be illegal aliens, children or youth in foster care, and/or homeless students who are required to be admitted by Federal law and in accordance with State guidelines.
- G. A child with a medical condition that may require emergency medical attention providing a parent is employed in the District and submits the proper certification required by the Board, including a medical statement from the child's physician.
- H. A child, living with a resident other than a parent and whose parent is in the armed services outside the State of Ohio, providing the child's parent submits the appropriate affidavit stating that the parent is in the armed forces outside the State of Ohio, intends to reside in the District upon return to the State, and provides the name and address of the person with whom the child will reside. The child may attend school in the District tuition-free for a period not to exceed twelve (12) months. If the parent does not intend to reside in the District, the child may attend school as a tuition student only.
- I. A student who is living with a parent under the care of a shelter program for victims of domestic violence located in the District.

- J. A nonresident child who has been or is currently being placed for adoption with a resident of this District, unless the adoption has been terminated or another district is required to educate the child.
- K. Any student who enrolls in the District under the District's open enrollment policy.

Optional Tuition-Free Education

The Board may admit students tuition-free under the following circumstances:

- A. (\checkmark) Children under the age of twenty-two (22), who are:
 - 1. in the legal custody of their parent;
 - 2. residing with a resident grandparent; and
 - not in need of special education, provided the Board and the board of education of the child's district of residence enter into a written agreement specifying there is good cause for the transfer, describing the nature of the good cause, and consenting to the attendance.

The grandparent, and, if possible, the custodial parent shall sign the consent form providing the necessary authorizations. This option does not apply to children who are residing with a resident grandparent and are the subject of either a power of attorney or caretaker authorization affidavit that provides the grandparent with authority over the care, physical custody, and control of the child, as set forth in an earlier section of this policy. The Board shall admit children who are the subject of either a power of attorney or caretaker authorization affidavit tuition-free.

- B. (<u>v</u>) Foreign-exchange students participating in a bona fide foreign-exchange program or residents of foreign nations who request admission as foreign-exchange students or the student is a non-Ohio, U.S. resident admitted under an exchange program operated by a student exchange organization.
- C. (✓) Residents, regardless of age, who have graduated from an approved special education program and who wish to participate in a vocational program offered by the District or the <u>Delaware Area Career Center</u>, provided all of the conditions established in the AG 5111 have been met.
- D. Any member of the District's classified staff who wishes to participate in a vocational education program related to his/her position that is offered by the District or the ______ JVS, providing s/he is authorized for admission by the Superintendent.
- E. (✓) Any resident of the District who, although not otherwise eligible, meets the criteria for free admission as established by the State Board of Education.
- F. () Twelfth grade students whose parents move out of the District after the commencement of classes shall be allowed to attend school tuition-free for the remainder of the current year and one (1) additional semester.
 - [] The Superintendent may allow a student to remain in school beyond the additional semester, if, in his/her opinion, the student is making adequate progress toward completion of the high school program or I.E.P. but, due to circumstances such as illness, personal hardship, family responsibilities, or the need to work part-time has been unable to complete the program or I.E.P. within the school year and/or one (1) additional semester.
- G. \(\begin{align*} \) Natural or legally-adopted children of full-time staff members who reside outside the District provided proper application, prior to the first day of school, has been made.
- H. (✓) A nonresident student under the age of twenty-two (22) is entitled to attend school in the District if the superintendent of the student's district of residence and the Superintendent enter into a written agreement consenting to the attendance and specifying that the purpose of the attendance is to protect the student's physical or mental well-being or to deal with other extenuating circumstances deemed appropriate by the superintendents.

If the student is not receiving special education, there shall be no requirement for either district to provide transportation for the student.

Any student admitted to the District under this provision shall be allowed to participate in all District student activities, including interscholastic athletics, on the same basis as any student who has attended the District's schools while of

compulsory age.

- I. A student whose parent is a full-time employee of an educational service center, provided his/her parent's job is primarily located in the District, in the same manner that it enrolls a child whose parent is a full-time employee of the District.
- J. () A child may enroll free of any tuition obligation for a period not to exceed sixty (60) days, on the sworn statement of an adult resident of the District that s/he has initiated legal proceedings for custody of the child. If the court fails to grant the adult resident custody, continued enrollment beyond the sixty (60) days will be at the discretion of the Board. If enrollment continues, tuition shall be assessed in accordance with law. If the court awards custody to the adult resident, s/he shall produce the journal entry awarding custody and tuition shall be determined in accordance with State law and/or the court order.
- K. (✓) A child who becomes a nonresident at the time of a parent's death may continue to attend school in the District on a nontuition basis for the remainder of the school year.

Optional Enrollment

A student under twenty two (22) years of age who is lawfully in attendance may continue to attend school in the District if, at any time following the end of the first full week of October of the school year, the child or the child's parent has relocated to a new address located outside of the District but within the same county as the child's or the parent's address immediately prior to the relocation. In such case, the child may continue to attend school in the District, and at the school to which the child was assigned at the end of the first full week of October of the current school year, for the balance of the school year, only if the following conditions are met:

- A. the District to which the child or child's parent has relocated, which must be within the same county as the child's or the parent's address immediately prior to the relocation, has likewise adopted a policy to enroll children as described in this section;
- B. the child's parent provides written notification of the relocation outside of the District to the Superintendent of each of the two (2) school districts.

Any person or entity owing tuition to the District on behalf of the child at the end of the first full week in October, as provided in State law, shall continue to owe such tuition to the District for the child's attendance pursuant to this section for the lesser of the balance of the school year or the balance of the time that the child attends school in the District under this section. If the child's attendance was tuition free prior to moving to his/her new district of residence, the child may continue to attend tuition free for the remainder of the school year.

Transportation for a child attending school pursuant to this section shall be provided in accordance with any agreement regarding transportation that exists between this District and the student's new district of residence, or, if no such agreement exists, in the same manner as for students attending under open enrollment.

Students Suspended or Expelled from Other District

After offering an opportunity for a hearing, the Superintendent, at his/her discretion, may deny admission to a student who has been suspended or expelled from another public school within or outside the State, for the period of unexpired time of the suspension or expulsion. If the expulsion is from an out-of-state public school, the lesser of the period of such expulsion or the period of expulsion which would have been applied had the student committed the offense in this District will be imposed. When the suspension or expulsion from the other district has expired, the student is to be admitted providing all other eligibility requirements have been met. This provision also applies to a student who is the subject of power of attorney designating the child's grandparent as the attorney-in-fact or caretaker authorization affidavit executed by the child's grandparent.

Mandatory Admission/Payment of Tuition

The Board shall admit students who reside in the District but his/her parents do not reside in the District and tuition payments shall be assessed pursuant to State law if:

- A. the student is in the legal or permanent custody of a governmental agency or a person other than his/her natural or adoptive parents;
- B. the student resides in a home as defined by State law;

- C. the student requires special education;
- D. the child resides in the District and the child's parent is in a residential facility, correctional facility, or juvenile placement and the other parent, if living and not in such a facility or placement, is not known to reside in this State.

If the District admits a student to the District who is not otherwise entitled to attend or whose attendance tuition is not an obligation of another district, the Board shall collect tuition from the student's parents.

The Superintendent shall develop administrative guidelines for the enrollment of nonresident children which:

- A. () admit such children only on the proper application of the parent or guardian; release by the board of education of residency, if required; and the approval of the Board;
- B. () do not exclude any child, otherwise eligible, on the basis of such child's race, color, national origin, sex (including sexual orientation and transgender identity), disability, religion, or ancestry;
- C. () verify claims of residency;
- D. () deny admission where the educational program maintained for the children of this District is inadequate to meet the needs of the applicant;
- E. () make continued enrollment of any nonmandatory nonresident, regular education student contingent upon maintaining good standards of citizenship and discipline.

The Superintendent shall:

- () recommend to the Board for their approval the admission of qualified applicants.
- () report to the Board at each regular meeting for its information and consent the enrollment of each nonresident student.

Tuition rates shall be determined as required by Ohio Statutes.

Tuition shall be charged

() monthly, in advance of attendance.

()

Safe at Home/Address Confidentiality

If a parent (or adult student), presents information to the District certifying that the parent (or adult student), his/her child, or a member of the parent's household is a participant in the Safe at Home/Address Confidentiality Program administered by the Secretary of State, the Board shall use the address designated by the Secretary of State to serve as the student's address for enrollment purposes. The District shall place a copy of any certification provided by the parent in the enrollment files.

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Legal R.C. 111.41, 111.42, 111.43, 111.46, 111.99

R.C. 3313.48, 3313.64, 3313.645, 3313.649, 3313.65, 3313.66, 3313.90, 3313.97

R.C. 3313.98, 3317.08, 3317.081, 3321.01(B), 3321.03, 3323.141

R.C. 3327.04, 3327.05, 3327.06, 2152.18, 5139.05, 3313.672, 3313.533

A.C. 3301-42-01

42 U.S.C. 11431 et seq.



Section Vol. 40, No. 1 - August 2021

Title EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN

Code po5111.02 20211028 New

Status Ready for Board Review

5111.02 - EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN

Children of an active duty member of the United States armed services shall be entitled to all of the rights and protections afforded under the Interstate Compact on Educational Opportunity for Military Children (Compact).

The intent of this policy is to minimize the potential challenges to educational success for children of military families because of frequent moves and deployment of their parents by:

- A. facilitating the timely enrollment and placement of children of military families in educational and other school programs and activities;
- B. facilitating the on-time graduation of children of military families; and
- C. providing for the uniform collection and sharing of information between and among schools and military families.

Children of active-duty uniformed services members parents/guardians who are subject to a transfer or relocation order and will be relocating to but do not yet reside in the District shall be permitted to apply for enrollment in the same manner and at the same time as resident students.

Enrollment applications shall be accepted by electronic means, including those for specific schools or programs within the District.

Parents/guardians must provide proof of residence within ten (10) days after establishing residence in the District. A temporary on-base billeting facility, a purchased or leased home or apartment, or a Federal government or public-private venture off-base military housing are all acceptable forms of residency.

The children of military families shall be permitted to participate in technology-based educational opportunities to minimize disruptions when those students' families transition from one military installation to another. The District shall make necessary provisions to enable students to participate in technology-based opportunities when those students' families receive permanent change of station orders out of the state until the students are enrolled in the schools of a new local education agency.

The Superintendent shall maintain guidelines for implementation of this policy which are consistent with the Compact and State law.

The guidelines shall apply to children of military families within the state as well as between member states.

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Legal R.C. 3301.60

Interstate Compact on Educational Opportunity for Military Children



Section Vol. 40, No. 1 - August 2021

Title ATTENDANCE

Code po5200 20211028 Revision

Status Ready for Board Review

Adopted May 25, 2011

Last Revised April 8, 2021

5200 - ATTENDANCE

The educational program offered by this District is predicated upon the presence of the student and requires continuity of instruction and classroom participation. Attendance shall be required of all students enrolled in the schools during the days and hours that the school is in session.

(✓) or during the attendance sessions to which s/he has been assigned.

A student in grades 9 through 12 may be considered a full-time equivalent student provided the student is enrolled in at least five (5) units of instruction, as defined by State law, per school year.

In accordance with statute, the Superintendent shall require, from the parent of each student of compulsory school age or from an adult student who has been absent from school or from class for any reason, a (-) written statement of the cause for such absence. The Board of Education reserves the right to verify such statements and to investigate the cause of each single absence or prolonged absence.

[<u> </u>] The Board considers the following factors to be reasonable excuses for time missed at school:

- A. personal illness (a written physician's statement verifying the illness may be required)
- B. appointment with a health care provider
- C. illness in the family necessitating the presence of the child
- D. quarantine of the home
- E. death in the family
- F. necessary work at home due to absence or incapacity of parent(s)/guardian(s)
- G. observation or celebration of a bona fide religious holiday
- H. out-of-state travel (up to a maximum twenty-four (24) hours per school year that the student's school is open for instruction) to participate in a District-approved enrichment or extracurricular activity

Any classroom assignment missed due to the absence shall be completed by the student.

If the student will be absent for twenty-four (24) or more consecutive hours that the student's school is open for instruction, a classroom teacher shall accompany the student during the travel period to provide the student with instructional assistance.

- I. such good cause as may be acceptable to the Superintendent
- J. medically necessary leave for a pregnant student in accordance with Policy 5751
- K. (✓) service as a precinct officer at a primary, special or general election in accordance with the program set forth in Policy 5725
- L. college visitation
 - [<u>] The District requires verification of the date and time of the visitation by the college, university, or technical college.</u>
- M. <u>absences due to a student's placement in foster care or change in foster care placement or any court proceedings related</u> to their foster care status
- N. absences due to a student being homeless
- $\[\]$ Attendance need not always be within the school facilities, but a student will be considered to be in attendance if present at any place where school is in session by authority of the Board.
- [] The Board shall consider each student assigned to a program of other guided learning experiences to be in regular attendance for the program provided that s/he reports to such staff member s/he is assigned for guidance at the place in which s/he is conducting study, and regularly demonstrates progress toward the objectives of the course of study.
- [] The Superintendent may excuse a student over fourteen (14) years of age from attendance at school for a future limited period for the purpose of performing essential work directly or exclusively for his/her parents or guardians. Such excuse should not exceed five (5) days and may at the discretion of the Superintendent be renewed for five (5) additional days. At no time, however, shall such excuse cause a student to be absent from school for a period of more than ten (10) consecutive days.

At the discretion of the Superintendent, a student may be excused for a longer period of time than ten (10) days if a child's parent or guardian has recently died or become totally or partially incapacitated and there is no older brother or sister living in the home who is out of school. (The Superintendent may request a certificate of a physician attesting to the physical condition of the parent or guardian.)

- [] Attendance shall be taken at the beginning of every block/period in buildings with block/period based scheduling. Absences from a class block/period shall be accounted for to the nearest full hour.
- [] Attendance shall be taken at the commencement of the school day in buildings with non-period based schedules. Attendance for students arriving late or leaving early must be tracked and recorded to the nearest full hour.

Contacting the Parent/Guardian of an Absent Student

When a parent, guardian, or other person having care of a student has failed to initiate a telephone call or other communication notifying the school or building administration of the student's excused or unexcused absence within 120 minutes after the beginning of the school day, the attendance officer or designee for each school building shall make at least one (1) attempt to contact the parent, guardian, or other person having care of any student who is recorded as absent without legitimate excuse within 120 minutes after the beginning of each school day by a method designated by the Superintendent in accordance with Ohio law (see AG 5200).

Excessive Absences

When a student of compulsory school age is absent from school with combined nonmedical excused absences and unexcused absences in excess of thirty-eight (38) or more hours in one (1) school month, or sixty-five (65) or more hours in a school year, that student is considered excessively absent from school. The District or school shall notify the child's parent or guardian of the child's absences, in writing, within seven (7) school days after the date of the absence that triggered the notice requirement. At the same time written notice is given, any appropriate intervention action listed herein may be taken.

The following "medical excuses" will not count toward a student's excessive absence hours: (1) personal illness; (2) illness in the family necessitating the presence of the child; (3) quarantine of the home; (4) health care provider appointments (doctor, dentist, mental health provider, etc.); (5) medically-necessary leave for a pregnant student in accordance with Policy 5751; (6) death in the family; or (7) other set of circumstances the Superintendent deems on a case-by-case basis to be a good and sufficient cause for medical absence from school.

A medically excused absence occurs any time a student is out of school due to illness or medical visit (physician, dentist, mental health, etc.). A medical excuse for personal illness will be accepted in the form of doctor's note within () five (5) school days of the absence or parent call-in on the day of the absence due to illness or doctor's visit. A student may have up to () ten (10) medically excused absences without a doctor's note, but with a phone call from a parent/guardian. For the 2020 2021, medical excuse absences will be accepted through this process for students participating both in person and remotely. This policy will be extended beyond () ten (10) days if the student or someone in the student's family is in quarantine due to recognized pandemic/epidemic (e.g., COVID 19) or experiencing symptoms of the pandemic/epidemic.

Habitually Truant

A student will be considered habitually truant if the student is of compulsory school age and absent without a legitimate excuse for thirty (30) or more consecutive hours, for forty-two (42) or more hours in one (1) school month, or for seventy-two (72) or more hours in one (1) school year.

Legitimate excuses for the absence of a student who is otherwise habitually truant include but are not limited to:

- A. the student was enrolled in another school district;
- B. the student was excused from attendance in accordance with R.C 3321.04; or
- C. the student has received an age and schooling certificate.

Absence Intervention Team

To the extent required by law as determined on an annual basis, within ten (10) days of a student becoming habitually truant, the (✓) Superintendent (✓) Principal shall assign the student to an absence intervention team.

Within fourteen (14) school days after the assignment of a student to an absence intervention team, the team shall develop an intervention plan for that student in an effort to reduce or eliminate further absences. Each intervention plan shall vary based on the individual needs of the student, but the plan shall state that the attendance officer shall file a complaint not later than sixtyone (61) days after the date the plan was implemented, if the child has refused to participate in, or failed to make satisfactory progress on, the intervention plan. Within seven (7) school days after the development of the plan, reasonable efforts shall be made to provide the student's parent/guardian/custodian, with written notice of the plan.

[] As part of the absence intervention plan, the () Superintendent () Principal may, in his/her discretion contact the appropriate juvenile court and ask to have a student informally enrolled in any alternative to adjudication described in R.C. 2151.27(G).

Each absence intervention team may vary based on the needs of each individual student but shall include a representative from the child's building, another representative from the child's building who knows the child, and the child's parent or parent's designee, or the child's guardian, custodian, guardian ad litem, or temporary custodian. The team also may include a (\checkmark) school psychologist, (\checkmark) counselor, (\checkmark) social worker, or (\checkmark) representative of a public or nonprofit agency designed to assist students and their families in reducing absences.

The members of the absence intervention team shall be selected within seven (7) school days of the student meeting the habitually truant threshold. Within the same period of seven (7) school days, the (\cdot) Superintendent (\checkmark) Principal shall make at least three (3) meaningful, good faith attempts to secure the participation of the student's parent/guardian/custodian, guardian ad litem, or temporary custodian on that team. A good faith attempt to secure the participation of the parent shall include, but not be limited to, contacting (or attempting to contact) the parent by telephone, email, or regular mail. If the student's parent responds to any of those attempts, but is unable to participate for any reason, the (\cdot) Superintendent (\cdot) Principal shall inform the parent of the parent's right to appear by designee. If seven (7) school days elapse and the student's parent/guardian/custodian, guardian ad litem, or temporary custodian fails to respond to the attempts to secure participation, the attendance officer shall investigate whether the failure to respond triggers mandatory abuse or neglect reporting to the public children services agency. At the same time, the absence intervention team shall continue to develop an intervention plan for the child notwithstanding the absence of the child's parent/guardian/custodian, guardian ad litem, or temporary custodian.

Intervention Strategies

In order to address the attendance practices of a student who is habitually truant, the intervention team may, as part of an intervention plan, take any of the following intervention actions:

- A. (\checkmark) provide counseling to the student
- B. () request or require the student's parent to attend a parental involvement program
- C. (✓) request or require a parent to attend a truancy prevention mediation program
- D. (✓) notify the Registrar of Motor Vehicles of the student's absences
- E. (\checkmark) take appropriate legal action
- F. (✓) assignment to an alternative school

In the event that a student becomes habitually truant within twenty-one (21) school days prior to the last day of instruction of a school year, the (→) Superintendent (✓) Principal may, in his/her discretion, assign the Principal to work with the child's parent/guardian/custodian, guardian ad litem, or temporary custodian to develop an absence intervention plan during the summer.

- [] The plan shall be implemented not later than seven (7) days prior to the first day of instruction of the next school year.
- [<u> </u>] The absence intervention process shall commence upon the first day of instruction of the next school year.

Reporting Requirements

The attendance officer shall file a complaint in the juvenile court against a student on the sixty-first (61st) day after the implementation of an absence intervention plan or other intervention strategies, provided that all of the following apply:

- A. The student is habitually truant.
- B. The school district or school has made meaningful attempts to re-engage the student through the absence intervention plan, other intervention strategies, and any offered alternatives to adjudication, if applicable.
- C. The student has refused to participate in or failed to make satisfactory progress on the plan, as determined by the absence intervention team, or any offered intervention strategies or alternative to adjudication.

If the student, at any time during the implementation phase of the absence intervention plan or other intervention strategies, is absent without legitimate excuse for thirty (30) or more consecutive hours or forty-two (42) or more hours in one school month, the attendance officer shall file a complaint in juvenile court against that student, unless the absence intervention team has determined that the student has made substantial progress on the absence intervention plan.

In the event that the sixty-first (61st) day after the implementation of the absence intervention plan or other intervention strategies falls on a day during the summer months, (\checkmark) the absence intervention team $\frac{}{}$ the attendance officer may extend the implementation of the plan and delay the filing of the complaint for an additional thirty (30) days from the first day of instruction of the next school year.

The Superintendent is authorized to establish an educational program for parents of truant students which is designed to encourage parents to ensure that their children attend school regularly. Any parent who does not complete the program is to be reported to law enforcement authorities for parental education neglect, a fourth class misdemeanor if found guilty.

Whenever any student of compulsory school age has sixty (60) consecutive hours in a single month or a total of ninety (90) hours of unexcused absence from school during the school year, s/he will be considered habitually absent under R.C. 3321.13(b) (2). The Board authorizes the Superintendent to inform the student and his/her parents, guardian, or custodian of the record of absences without a legitimate excuse as well as the District's intent to notify the Registrar of Motor Vehicles, if appropriate, and the Judge of the Juvenile Court of the student's unexcused absences and habitually absent status.

If a student who is habitually truant violates the order of a juvenile court regarding the student's prior adjudication as an unruly child for being a habitual truant, s/he may further be adjudicated as a delinquent child.

The District shall report to the Ohio Department of Education, as soon as practicable, and in a format and manner determined by the Department, any of the following occurrences:

- A. when a notice that a student has been absent with or without legitimate excuse for thirty-eight (38) or more hours in one (1) school month, or sixty-five (65) or more hours in a school year is submitted to a parent/guardian/or custodian;
- B. when a child of compulsory school age has been absent without legitimate excuse from the public school the child is supposed to attend for thirty (30) or more consecutive hours, forty-two (42) or more hours in one school month, or seventy-two (72) or more hours in a school year;
- When a child of compulsory school age who has been adjudicated an unruly child for being a habitual truant violates the court order regarding that adjudication;
- D. when an absence intervention plan has been implemented for a child under this policy.

This policy was developed after consultation with the judge of the juvenile court of <u>Delaware</u> County/Counties, with the parents, guardians, or other persons having care of the students attending school in the District, and with appropriate State and local agencies.

[√] Tracking Remote Attendance for the 2020-2021 School Year

Consistent with the <u>District's remote learning plan (e.g., Blended Learning, On-Line Learning, etc.)</u> Remote Learning Plan submitted to the <u>Ohio Department of Education</u>, the District will provide a variety of instruction models, including both teacher-led remote learning and self-directed remote learning.

Student attendance in teacher-led remote learning (synchronous web-based instruction) shall be tracked in the same manner as hourly, in-person instruction. Teachers shall determine hourly attendance by evidence of student login and logoff data. (\checkmark) Teachers are encouraged to verify meaningful attendance in a method selected by the teacher, such as an ungraded quiz at the close of a lesson, a survey or poll questions (unrelated to the lesson and unpredictable) at the end of the lesson, or asking students questions at random throughout a session.

In addition to the reasons listed at the beginning of this policy, absences from teacher-led remote learning (synchronous webbased instruction) may be considered excused under the following circumstances, with () written notice from a parent/guardian:

- A. (✓) temporary internet outage for individual students or households;
- B. (✓) unexpected technical difficulties for individual students or households, such as password resets or software upgrades occurring during a teacher-led remote learning lesson;
- C. (✓) computer/device malfunction;
- D. (<u>v</u>) malfunction of a District-owned device for which the District is providing technical assistance, repair, or replacement.

Attendance in self-directed remote learning (asynchronous) shall be tracked by evidence of participation, which may include, but is not limited to:

- A. daily logins to learning management systems;
- B. daily interactions with the teacher to acknowledge attendance, which may include, but are not limited to, messages, emails, telephone calls, video chats or other formats that enable teachers to engage with students; and
- C. assignment completion.

The teacher will determine the number of hours a typical student would take to complete an assignment and report those hours of attendance when the assignment is completed. A teacher $(\ \underline{\ })$ may $(\ \underline{\ })$ should adjust the number of hours of attendance based on the length of time the student actually spent on the assignment, as reported by the student, parent, or other person with knowledge.

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R.C. 2151.011, 3313.668, 3317.034, 3321.01 et seq., 3321.13(B)(2), 3321.19, 3321.191

R.C. 3321.22, 3321.38, 3323.041

A.C. 3301-35-03, 3301-47-01, 3301-69-02



Section Vol. 40, No. 1 - August 2021

Title CARE OF STUDENTS WITH DIABETES

Code po5336 20211028 Reissued

Status Ready for Board Review

Adopted December 11, 2014

Last Revised June 1, 2021

5336 - 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; (-) and in accordance with AG 5330.04:
- 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.

[<u>√</u>] OPTION #1

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 Department of Education's training guidelines and complies with the following additional requirements:
 - 1. The training must be coordinated by a school nurse, or if the school does not employ a school nurse, a medical or osteopathic doctor, a registered nurse, or a licensed practical nurse with expertise in diabetes.

EX. A - November 16, 2021 Page 30 of 86

- 2. The training will take place prior to the beginning of each school year or, as needed, not later than fourteen (14) days after the Board receives a physician's order related to a student with diabetes.
- 3. Upon completion of the training, the Board will determine whether each trained employee is competent to provide diabetes care.
- 4. The school nurse, medical or osteopathic doctor, registered nurse, or licensed practical nurse who provided the training will promptly provide all necessary follow-up training and supervision to an employee who receives training.
- B. The principal of a school attended by a student with diabetes will distribute a written notice (see Form 5336 F1) to each employee containing the following information:
 - 1. A statement that the school is required to provide diabetes care to a student with diabetes and is seeking employees who are willing to be trained to provide that care.
 - 2. A description of the tasks to be performed.
 - 3. A statement that participation is voluntary and that the school district will not take action against an employee who does not agree to provide diabetes care, including that the employee will not be penalized or disciplined for refusing to volunteer to be trained in diabetes care.
 - 4. A statement that training will be provided by a school nurse, a medical or osteopathic doctor, a registered nurse, or a licensed practical nurse with expertise in diabetes to an employee who agrees to provide care.
 - 5. A statement that a trained employee will not be subject to disciplinary action by the Board for providing care or performing duties to students with diabetes.
 - 6. A statement that a trained employee is immune from liability for damages in a civil action for injury, death, or loss to person or property allegedly arising from providing care or performing duties (unless the act or omission constitutes willful or wanton misconduct).
 - 7. The name of the individual to contact if an employee is interested in providing diabetes care.

The school nurse and/or the school employee can only administer diabetes medication as described above if the requirements of Policy 5330 are met.

[] OPTION #2

Diabetes medication may be administered by a school nurse.

The school nurse can only administer diabetes medication as described above if the requirements of Policy 5330 are met.

A student's diabetes medication will be kept in an easily accessible location.

A student with diabetes will be permitted to attend to his or her diabetes care and management, in accordance with the student's physician's order, during regular school hours and school sponsored activities only if:

- 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
- 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.

[] [OPTIONAL SELECTION]

The Board authorizes the Superintendent to procure and maintain a supply of injectable or nasally administered Glucagon for use in emergency situations. In the circumstance of severe hypoglycemia, staff will follow the procedures and protocols set forth in AG 5330.04 relating to the administration of Glucagon.

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. 3313.7112 R.C. 3313.713

R.C. 3313.7115 (A)

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Legal R.C. 3313.7110

R.C. 3313.7112

R.C. 3313.713

R.C. 3313.7115 (A)



Section Vol. 40, No. 1 - August 2021

Title STUDENT MENTAL HEALTH AND SUICIDE PREVENTION

Code po5350 20211028 Revision

Status Ready for Board Review

Adopted October 26, 2011

Last Revised November 20, 2019

5350 - STUDENT MENTAL HEALTH AND SUICIDE PREVENTION

The Board of Education recognizes that mental health conditions and self-injury are problems of increasing severity among children and adolescents. A student who suffers from a mental health condition such as depression and who has attempted self-injury poses a danger both to himself/herself and to other students.

In accordance with law, the Board will provide appropriate instruction on personal safety and assault prevention to all students in grades K-6. Additionally, beginning in the 2023-2024 school year, the District will include in health education at least one (1) hour (or a standard class period) of evidence-based instruction for students in grades 6-12 in each of the following topics:

- A. suicide awareness and prevention;
- B. safety training and violence prevention; and
- C. social inclusion.

The Board shall use a training program that is approved by the Ohio Department of Education (ODE). Instruction may be provided during student assemblies, digital learning, and homework to satisfy the instruction requirement. Upon request of a parent/guardian, a student will be excused from instruction in these areas.

All school personnel should be alert for students who exhibit signs of unusual mental health-related behavior or who threaten or attempt self-injury or suicide. Any such signs or the report of such signs from another student or staff member should be taken with the utmost seriousness.

In accordance with Policy 8462, designated staff shall receive professional development training in accordance with Boardadopted curriculum that includes the risk factors, warning signs, and resources regarding youth suicide awareness and prevention at least every two (2) years.

Additional professional development training in youth suicide risk assessment and intervention shall be provided to mental health employees, counselors, teachers, administrators, school psychologists, and school nurses.

The Board shall adopt or adapt an evidence-based awareness and prevention curriculum approved by the Ohio Department of Education (ODE), or alternatively will utilize a suicide awareness and prevention curriculum that has been developed in consultation with public or private agencies/persons involved in youth suicide awareness and prevention and that has been approved by the ODE.

The Superintendent shall develop and implement administrative guidelines whereby members of the professional staff understand how to use an intervention procedure which includes the following:

- Step 1 Stabilization
- Step 2 Assessment of the Risk
- Step 3 Use of Appropriate Risk Procedure
- Step 4 Communication with Appropriate Parties
- Step 5 Follow-up

Throughout any intervention, it is essential that Board policies and District guidelines regarding confidentiality be observed at all times.

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Legal R.C. 3319.073

767 F2d 651 (1985)



Section Vol. 40, No. 1 - August 2021

Title EARLY HIGH SCHOOL GRADUATION

Code po5464_20211028_Revision

Status Ready for Board Review

Adopted May 25, 2011

5464 - EARLY HIGH SCHOOL GRADUATION

The Board of Education acknowledges that some students seek to pursue educational goals that include graduation from high school at an earlier date than their designated class.

A student who completes the requirements for early high school graduation may participate in the graduation ceremonies with his/her designated class or the class graduating in the year in which s/he completes the District's requirements for high school graduation.

Early High School Graduation - General

Application for early high school graduation must be submitted to the high school principal.

The principal may honor this request if all conditions for high school graduation are met and the student fulfills the high school graduation requirements.

Early High School Graduation - Advanced Learners

Any student residing in the District may be referred for early high school graduation by a staff member or parent/guardian to the principal of his/her school. Students may refer themselves or a peer through a staff member who has knowledge of the referred child's abilities. Copies of referral forms will be available at each school building. The principal of each school (or his/her designee) will solicit referrals of students for early high school graduation annually and will notify all staff s/he supervises the referral process.

Students referred for early high school graduation will be evaluated in a prompt manner. The building principal will schedule the evaluations. Normally, changes in a student's schedule will only occur at the start of a $\frac{(\)\ grading\ period}{(\)\ }$ semester.

Before a student is evaluated for early high school graduation, the principal (or his/her designee) must obtain written permission from the student's parent/quardian.

Evaluations related to referrals that occur during the school year will ordinarily be completed and a written report issued within forty-five (45) calendar days. Evaluations related to referrals that occur at the end of a school year or during the summer will be completed and a written report issued either before the end of the school year, if possible, or within forty-five (45) calendar days of the start of the next school year.

Upon referral, the student's principal (or his/her designee) shall convene an acceleration evaluation committee to determine the appropriateness of early high school graduation for the student. The committee shall include the following:

- A. a parent/legal guardian of the referred student
- B. a gifted education coordinator or gifted intervention specialist, or, if neither is available, a school psychologist or guidance counselor with expertise in early high school graduation

EX. A - November 16, 2021 Page 35 of 86

- C. a principal or assistant principal from the student's current school
- D. a current teacher of the referred student

The acceleration evaluation committee shall be responsible for conducting a fair and thorough evaluation of the student.

Students referred for early high school graduation shall be evaluated based on past academic performance, measures of achievement based on State academic content standards, and successful completion of State mandated graduation requirements. The acceleration evaluation committee will consider the student's own thoughts on possible accelerated placement in its deliberations.

The acceleration evaluation committee shall issue a written decision on the outcome of the evaluation process to the principal and the student's parent/guardian. This notification shall include instructions for appealing the decision.

Appeals must be made in writing to the Superintendent within thirty (30) calendar days of the parent/guardian receiving the committee's decision. The Superintendent or his/her designee shall review the appeal and notify the parent/guardian of his/her final decision within thirty (30) calendar days of receiving the appeal. The Superintendent or his/her designee's decision shall be final.

If the student is recommended for early high school graduation, the acceleration evaluation committee will develop a written acceleration plan designed to allow the student to complete high school graduation requirements on an accelerated basis. The plan may include the provision of educational options in accordance with A.C. 3301-35-06(G), waiving District graduation requirements that exceed those by the State, and early promotion to a higher grade level to allow the student to take end-of-course examinations or other required State tests. sophomore (or higher) status to allow the student to take the Ohio Graduation Test.

A staff member will be assigned to oversee implementation of the written acceleration plan and to monitor the adjustment of the student to the accelerated setting.

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Legal R.C. 3324.10



Section Vol. 40, No. 1 - August 2021

Title STUDENT HAZING

Code po5516_20211028_Revision

Status Ready for Board Review

Adopted May 25, 2011

5516 - STUDENT HAZING

Hazing activities of any type are inconsistent with and disruptive to the educational process, and prohibited at any time in school facilities, on school property, and/or off school property if the misconduct is connected to or associated with Board-sponsored activities (e.g., extracurricular teams, clubs, or groups) or incidents that have occurred on school property. No administrator, employee, faculty member, teacher, consultant, alumnus, or volunteer of the District shall encourage, permit, authorize, condone, or tolerate any hazing activities. The preceding prohibition includes recklessly permitting the hazing of any person associated with the District. Additionally, no student shall plan, encourage, or engage in any hazing.

Hazing is defined as doing any act or coercing another, including the victim, to do any act of initiation into any class, team, or organization or any act to continue or reinstate membership in or affiliation with any class, team, or organization that causes or creates a substantial risk of causing mental or physical harm to any person, including coercing another to consume alcohol or a drug of abuse. No person shall recklessly participate in the hazing of another. Permission, consent, or assumption of risk by an individual subjected to hazing shall not lessen the prohibitions contained in this policy.

Administrators, employees, faculty members, teachers, (/) consultants, (/) alumni, or (/) volunteers of the District shall be alerted to possible situations, circumstances, or events that might include hazing. If hazing or planned hazing is discovered, the students involved shall be informed by the discoverer of the prohibitions contained in this policy and shall be ordered to end all hazing activities or planned activities immediately. All hazing incidents shall be reported immediately to the Superintendent. Additionally, no administrator, employee, faculty member, teacher, or consultant, alumnus, or volunteer of the District who is acting in an official and professional capacity shall recklessly fail to immediately report the knowledge of hazing to a law enforcement agency in the county in which the victim of hazing resides or in which the hazing is occurring or has occurred. Students, administrators, employees, faculty members, and teachers who fail to abide by this policy may be subject to disciplinary action and may be held personally liable for civil and criminal penalties in accordance with law. (/) Likewise, (/) consultants, (/) alumni, and (/) volunteers associated with the District who fail to abide by this policy may be prohibited from continuing their involvement and/or participation in activities associated with the District and may be held personally liable for civil and criminal penalties in accordance with law.

The Superintendent shall distribute this policy to all students, Board employees, consultants, and volunteers, and shall incorporate it into building, staff, and student handbooks. It shall also be posted on the District's website. This policy shall be the subject of discussion at employee staff meetings or in-service programs.

Board employees, (<) consultants, and volunteers shall not intentionally remain ignorant of hazing or potential hazing activities.

Hazing activities of any type are inconsistent with and disruptive to the educational process, and prohibited at any time in school facilities, on school property, and/or off school property if the misconduct is connected to activities or incidents that have occurred on school property. No administrator, faculty member, or other Board of Education employee shall encourage, permit, authorize, condone, or tolerate any hazing activities. No student shall plan, encourage, or engage in any hazing.

Hazing is defined as performing any act or coercing another, including the victim, to perform any act of initiation into any class, team, or organization that causes or creates a substantial risk of causing mental or physical harm. Permission, consent, or assumption of risk by an individual subjected to hazing shall not lessen the prohibitions contained in this policy.

Administrators, faculty members, and other employees of the Board shall be alerted to possible situations, circumstances, or events that might include hazing. If hazing or planned hazing is discovered, the students involved shall be informed by the discoverer of the prohibitions contained in this policy and shall be ordered to end all hazing activities or planned activities immediately. All hazing incidents shall be reported immediately to the Superintendent. Students, administrators, faculty members, and other employees who fail to abide by this policy may be subject to disciplinary action and may be held personally liable for civil and criminal penalties in accordance with law.

The Superintendent shall distribute this policy to all students and Board employees, and shall incorporate it into building, staff, and student handbooks. It shall also be the subject of discussion at employee staff meetings or in service programs.

Administrators, staff members and volunteers shall not intentionally remain ignorant of hazing or potential hazing activities.

R.C. 2307.44, 2903.31, 2903.311, 3313.661

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R.C. 2307.44, 2903.31, 2903.311, 3313.661



Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title POSITIVE BEHAVIOR INTERVENTION AND SUPPORTS AND LIMITED USE OF RESTRAINT

AND SECLUSION

Code po5630.01 20211028 Revision

Status Ready for Board Review

Adopted August 27, 2013

Last Revised May 18, 2017

5630.01 - POSITIVE BEHAVIOR INTERVENTION AND SUPPORTS AND LIMITED USE OF RESTRAINT AND SECLUSION

The Board of Education is committed to implementation of Positive Behavior Intervention and Supports (PBIS) framework on a District-wide basis and the establishment of a school environment focused on the care, safety, and welfare of all students and staff members. Staff are directed to work to prevent the use of physical restraint and/or seclusion. The PBIS framework shall serve as the foundation for the creation of a learning environment that promotes the use of evidence-based academic and behavioral practices aimed at enhancing academic, social and behavioral outcomes for all students. An emphasis shall be placed on promoting positive interventions and solutions to potential crises. If a student's behavior, however, presents a threat of immediate physical harm to the student or others, staff may, as a last resort (i.e., there is no other safe and effective intervention available) and in accordance with the terms of this policy, use approved physical restraint or seclusion to maintain a safe environment.

The Board is committed to the District wide use of Positive Behavior Intervention and Supports (PBIS) with students and the establishment of a school environment focused on the care, safety, and welfare of all students and staff members. Student Personnel shall work to prevent the need for the use of restraint and/or seclusion. PBIS shall serve as the foundation for the creation of a learning environment that promotes the use of evidence based behavioral interventions, thus enhancing academic and social behavioral outcomes for all students. An emphasis shall be placed on promoting positive interventions and solutions to potential conflicts. PBIS emphasizes prevention of student behavior problems through the use of non aversive techniques, which should greatly reduce, if not eliminate, the need to use restraint and/or seclusion.

Professional staff members and support staff determined appropriate by the Superintendent are permitted to physically restrain and/or seclude a student, but only when there is immediate risk of physical harm to the student and/or others, there is no other safe and effective intervention possible, and the physical restraint or seclusion is used in a manner that is age and developmentally appropriate

() and protects the safety of all children and adults at school.

All <u>physical</u> restraint and seclusion shall only be done in accordance with this policy, which is based on the standards adopted by the State Board of Education regarding the use of student restraint and seclusion.

Training in methods of PBIS and the use of physical restraint and seclusion will be provided to all professional staff and support staff determined appropriate by the Superintendent. Training will be in accordance with the State's Standards. Physical restraint measures shall use such techniques.

Every use of restraint and seclusion shall be documented and reported in accordance with this policy.

The Board shall annually notify parents of this policy, which will be published and publish it on the District's website.

DEFINITIONS

Aversive behavioral interventions means interventions that are an intervention that is intended to induce pain or discomfort to a student for the purpose of eliminating or reducing maladaptive behaviors, including such interventions as application of noxious, painful, and/or intrusive stimuli, including any form of noxious, painful, or intrusive spray, inhalant, or taste, or other sensory stimuli such as climate control, lighting, and sound.

Behavioral Intervention Plan ("BIP") means a comprehensive plan for managing problem behavior by changing or removing contextual factors that trigger or maintain it, by strengthening replacement skills, teaching new skills and by providing positive behavior intervention and supports and services to address behavior.

Chemical restraint means a drug or medication used to control a student's behavior or restrict freedom of movement that is not:

- A. Prescribed by a licensed physician, or other qualified health professional acting under the scope of the professional's authority under Ohio law, for the standard treatment of a student's medical or psychiatric condition; and
- B. Administered as prescribed by the licensed physician or other qualified health professional acting under the scope of the professional's authority under Ohio law.

De-escalation techniques are interventions that are used to prevent violent and aggressive behaviors and reduce the intensity of threatening, violent and disruptive incidents. strategically employed verbal or non verbal interventions used to reduce the intensity of threatening behavior before a crisis situation occurs.

Functional behavior assessment (FBA) is a school-based process for students with disabilities and students without disabilities that includes the student's parent and, as appropriate, the child, to determine why a child engages in challenging behaviors and how the behavior relates to the child's environment. Consent from the parent and, as appropriate, the child (eighteen (18) years of age or older), must be obtained at the initial Functional Behavior Assessment. collaborative problem solving process that is used to describe the function or purpose that is served by a student's behavior. Understanding the function that an impeding behavior serves for the student assists directly in designing educational programs and developing behavior plans with a high likelihood of success.

Mechanical restraint means any method of restricting a student's freedom of movement, physical activity, or normal use of the student's body, by using an appliance or device manufactured for this purpose. Mechanical restraint does not mean devicedevices used by trained Student Personnel school personnel, or used by a student, for the specific and approved therapeutic or safety purposes for which the succestance devices was were designed and, if applicable, prescribed, including:

- A. restraints for medical immobilization;
- B. adaptive devices or mechanical supports used to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports; or
- C. vehicle safety restraints when used as intended during the transport of a student in a moving vehicle.

Parent means:

- A. a biological or adoptive parent;
- B. a guardian generally authorized to act as the child's parent, or authorized to make decisions for the child (but not the State if the child is a ward of the State);
- C. an individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare;
- D. a surrogate parent who has been appointed in accordance with Ohio Administrative Code 3301-51-05(E); or
- E. any person identified in a judicial decree or order as the parent of a child or the person with authority to make educational decisions on behalf of the child.

Physical escort means the temporary touching or holding of the hand, wrist, arm, shoulder, waist, hip, or back for the purpose of inducing a student to move to a safe location.

Physical restraint means the use of physical contact that immobilizes or reduces the ability of a student to move the student's his/her arms, legs, body, or head freely. Physical restraint does not include a physical escort, mechanical restraint, or chemical restraint. Physical restraint does not include brief physical contact for the following or similar purposes to:

- A. break up a fight;
- B. knock a weapon away from a student's possession;
- C. calm or comfort;
- D. assist a student in completing a task/response if the student does not resist the contact; or
- E. prevent <u>imminent risk of injury to the student or others</u>an impulsive behavior that threatens the student's immediate safety (e.g., running in front of a car).

Positive Behavior Intervention and Supports (PBIS) means a school wide, behavioral framework developed and implemented for the purpose of improving systematic approach to embed evidence based practice and data driven decision making to improve school climate and culture in order to achieve improvedacademic and social outcomes, and increase learning for all students. multi-tiered, school-wide, behavioral framework developed and implemented for the purpose of improving academic and social outcomes, and increasing learning for all students. PBIS includes a decision-making framework that guides selection, integration, and implementation of evidence-based academic and behavior practices for improving academic and behavior outcomes for all students. PBIS encompasses a range of systemic and individualized positive strategies to reinforce desired behaviors, diminish reoccurrences of challenging behaviors, and teach appropriate behaviors to students.

PBIS Leadership Team means the assigned team at the District and building level that plans, coaches and monitors PBIS implementation in the District and buildings. The PBIS Leadership Teams may include, but is not limited to, school administrators, teacher representatives across grade level and programs, staff able to provide behavioral expertise, and other representatives identified by the District or school such as bus drivers, food service staff, custodial staff, and paraprofessionals.

Positive Behavior Support Plan means the design, implementation, and evaluation of individual or group instructional and environmental modifications, including programs of behavioral instruction, to produce significant improvements in behavior through skill acquisition and the reduction of problematic behavior.

Prone restraint means physical or mechanical restraint while the student is in the face-down position. for an extended period of time.

Seclusion means the involuntary isolation of a student in a room, enclosure, or space from which the student is prevented from leaving by physical restraint or by a closed door or other physical barrier. It does not include a timeout.

Student means an individual a child or adult aged three (3) to twenty one (21) enrolled in the District.

Student Personnel means teachers, principals, counselors, social workers, school resource officers, teachers' aides, psychologists, bus drivers, related service providers, nursing staff, or other District staff who interact directly with students.

Timeout means a behavioral intervention in which the student, for a limited and specified time, is separated from the class within the classroom or in a non-locked setting for the purpose of self-regulating and controlling his or her own behavior. In a timeout, the student is not physically restrained or prevented from leaving the area by physical barriers.

POSITIVE BEHAVIOR INTERVENTION AND SUPPORTS FRAMEWORK

The District will implement PBIS on a system-wide basis in accordance with R.C. 3319.46 and A.C. 3301-35-15. The District's PBIS framework involves comprehensive, school-wide data systems that enable monitoring of academic progress, behavioral incidents, attendance, and other critical indicators across classrooms. The administration is encouraged to use data-based decision making to select, monitor, and evaluate outcomes, practices, and systems. The PBIS framework further involves a school-wide investment in evidence-based curricula and effective instructional strategies, matched to students' needs, and data to support teachers' academic instruction. Evidence-based practices along a multi-tiered continuum of supports will be used. The District's PBIS framework will further focus on improving staff climate and culture regarding the role of discipline in the classroom, by using positive and proactive communication and staff recognition. Finally, classroom practices shall be linked to and aligned with the school-wide system so progress monitoring can occur with fidelity and target outcomes. The PBIS framework will strive to enable accurate and sustainable implementation of practices.

As part of its implementation of the PBIS framework, the District will provide Student Personnel with appropriate professional development, engage in explicit instruction of school-wide behavior expectation, employ consistent systems of acknowledging and correcting behavior, create teaching environments designed to eliminate behavior triggers, and promote family and community involvement.

Positive Behavior Intervention and Supports (PBIS) creates structure in the environment using a non-aversive effective behavioral system to improve academic and behavior outcomes for all students.

The PBIS <u>framework prevention oriented framework or approach</u> shall apply to all students and staff, and in all settings. <u>It shall include</u>:

PBIS shall include:

- A. school staff trained to identify conditions such as where, under what circumstances, with whom, and why specific behaviors inappropriate behavior may occur;
- B. preventative functional behavior assessments that include:
 - 1. review of existing data;
 - 2. interviews with parents, family members, and students; and
 - 3. examination of previous and existing behavior at intervention plans.
- C. development and implementation of <u>positive behavior interventions</u> and <u>supports</u> <u>preventative behavioral interventions</u>, and the teaching of appropriate behavior, including:
 - 1. modification of environmental factors that escalate inappropriate behavior;
 - 2. supporting the attainment of appropriate behavior; and
 - 3. use of verbal de-escalation techniques to defuse potentially violent dangerous behaviorsupport students.

PROFESSIONAL DEVELOPMENT FOR IMPLEMENTATION OF PBIS

In order to successfully implement the PBIS framework on a District-wide basis, the Board shall provide or Student Personnel shall receive professional development as follows:

- A. the professional development will occur at least every three (3) years;
- B. the professional development must be provided by a building or District PBIS Leadership Team or an appropriate State, regional, or national source in collaboration with the building or District PBIS Leadership Team;
- C. the trained PBIS Leadership team will provide the professional development in accordance with the District-developed PBIS training plan, which the Superintendent will develop;
- D. the Superintendent shall retain records of completion of the professional development; and
- E. the professional development will include the following topics:
 - 1. an overview of PBIS;
 - 2. the process for teaching behavioral expectations;
 - 3. data collection;
 - 4. implementation of PBIS with fidelity;

- 5. consistent systems of feedback to students for acknowledgment of appropriate behavior and corrections for behavior errors; and
- 6. consistency in discipline and discipline referrals.
- F. the training will be appropriately modified for the intended audience.

The Superintendent is charged with arranging for continuous training structures to be in place to provide ongoing coaching and implementation with fidelity.

SECLUSION

Seclusion may be used only when a student's behavior poses an immediate risk of physical harm to the student or others and no other safe orand effective intervention is available possible. Seclusion may be used only as a last resort to provide safety intervention that provides the student with an opportunity to regain control of the student's his/her actions. Seclusion must be used in a manner that is age and developmentally appropriate, for the minimum amount of time necessary for the purpose of protecting the student and/or others from physical harm, and otherwise in compliance with this policy and the Ohio Department of Education's (ODE) model corresponding policy.

Seclusion shall be implemented only by Student Personnel who are trained have been trained in accordance with this Policy to protect the care, welfare, dignity, and safety of the student, including trained to detect indications of physical or mental distress that require removal and/or immediate medical assistance. Student Personnel must document their observations of the student during the seclusion.

Additional requirements for the use of seclusion:

If Student Personnel use seclusion, they must:

- A. continually observe the student in seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- B. use <u>communication</u>verbal strategies and research-based de-escalation techniques in an effort to help the student regain control () as quickly as possible;
- C. remove the student from seclusion when the immediate risk of physical harm to the student and/or others has dissipated;
- D. assess the student for injury or psychological distress after the use of seclusion, and monitor the student as needed following the incident;
- E. conduct a debriefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- F. complete all required reports and document their observations of the student;
- G. (\(\sigma \)) ensure safety of other students and protect the dignity and respect of the student involved;
- H. (\(\sum \) combine the use of seclusion with other non-physical interventions (which are always preferred) that will diminish the need for seclusion in the future;
- I. if at any point the staff assess that the intervention is insufficient to maintain safety of all involved, contact emergency personnel;)(
- J. (\checkmark) use seclusion for the least amount of time necessary.

Requirements for a room or area used for seclusion:

A room or area used for seclusion must provide for adequate space, lighting, ventilation, <u>and clear visibility in order to allow</u> Student Personnel to observe the student.clear visibility, and the safety of the student.

A room or area used for seclusion must not be locked or otherwise prevent the student from exiting the area should staff become incapacitated or leave the area.

Additional prohibited seclusion practices:

Seclusion shall never be used as a punishment or to force compliance.

Seclusion shall not be used:

- A. for the convenience of staff;
- B. as a substitute for an educational program;
- C. as a form of discipline or punishment;
- D. as a substitute for other less restrictive means of assisting a student in regaining controlless restrictive alternatives;
- E. as a substitute for inadequate staffing;
- F. as a substitute for staff training in positive behavior <u>intervention and supports framework and crisis management</u> <u>supports</u> <u>framework and crisis management prevention and intervention</u>; <u>or</u>
- G. as a means to coerce, retaliate, or in a manner that endangers a student. + or
- H. if it deprives the student of basic needs.

Seclusion of preschool-age children is prohibited, except that a preschool-age child may be separated from secluded from his or her classmates, either in the classroom or in a safe, lighted, and well-ventilated space, for an amount of time that is brief in duration and appropriate to the child's age and development, if the child is always within sight and hearing of a preschool staff member.

PHYSICAL RESTRAINT

Prone restraint, including any physical restraint that obstructs the airway of the student, or any physical restraint that impacts a student's primary mode of communication, is prohibited. Student Personnel may use physical restraint only as a last resort and in accordance with this policy and the requirements of A.C. 3301-35-15. There are different types of restraint, as defined above, including physical restraint, prone restraint, mechanical restraint, and chemical restraint. The use of restraint other than physical restraint is prohibited.

Physical restraint may be used only when the student's behavior poses an immediate risk of physical harm to the student and/or others and no other safe and/or effective intervention is available possible. The physical restraint must be implemented in a manner that is age and developmentally appropriate, does not obstruct the student's ability to breathe, does not interfere with the student's ability to communicate in the student's his/her primary language or mode of communication, and otherwise in compliance with this policy and the ODE's corresponding model policy.

Only Student Personnel trained in safe restraint techniques may implement pPhysical restraint, shall be implemented only by Student Personnel who have been trained in accordance with this Policy to protect the care, welfare, dignity and safety of the student, except in the case of rare and unavoidable emergency situations when trained personnel are not immediately available. Student Personnel must be trained to protect the care, welfare, dignity, and safety of the student.

Additional requirements for the use of physical restraint:

If Student Personnel use physical restraint, they must:

- A. continually observe the student in restraint for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- B. use <u>communication</u>verbal strategies and research-based de-escalation techniques in an effort to help the student regain control () as quickly as possible;
- C. remove the student from physical restraint immediately when the immediate risk of physical harm to the student and/or others has dissipated;

- D. assess the student for injury or psychological distress after the use of physical restraint, and monitor the student as needed following the incident;
- E. conduct a debriefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- F. complete all required reports and document their observations of the student.
- G. implement in a manner that accommodates age and body size diversity;()
- H. (\(\) ensure safety of other students and protect the dignity and safety of the student involved;
- I. (<) combine with other non-physical interventions (which are always preferred) that will diminish the need for physical intervention in the future;
- J. (/) use the least amount of force necessary for the least amount of time necessary;
- K. (<u>/</u>) if at any point the staff assesses that the intervention is insufficient to maintain safety for all involved, contact emergency personnel.

Physical restraint shall not be used for punishment or discipline, or as a substitute for other less restrictive means of assisting a student in regaining control.

Prohibited Restraint Practices

The following restraint-practices are prohibited under all circumstances, including emergency safety situations:

- A. prone restraint; as defined in Executive Order 2009 13 (which defines prone restraint to mean all items or measures used to limit or control the movement or normal functioning of any portion, or all, of an individual's body while the individual is in a face down position for an extended period of time);
- B. any form of physical restraint that involves the intentional, knowing, or reckless use of any technique that:
 - 1. involves the use of pinning down a student by placing knees to the torso, head, or neck of the student;
 - 2. uses pressure point, pain compliance, or joint manipulation techniques;
 - 3. otherwise involves techniques that are used to unnecessarily cause pain;
 - 4. (✓) causes loss of consciousness or harm to the neck or restricting respiration in any way;
 - 5. (\(\sigma) involves dragging or lifting of the student by the hair or ear or any type of mechanical restraint;
 - 6. (✓) uses other students or untrained staff to assist with the hold or restraint;
 - 7. (\checkmark) involves securing a student to another student or fixed object;
- C. corporal punishment as defined in R.C. 3319.41;
- D. child endangerment as defined in R.C. 2919.22;
- E. deprivation of basic needs;
- F. physical restraint that restricts the airway of a student or obstructs the student's ability to breathe;
- G. physical restraint that impacts the student's primary mode of communication;
- H. <u>seclusion or</u> restraint of preschool-age students in violation of A.C. 3301-37-10(D) and A.C. 3301-35-15; except for holding a child for a short period of time, such as in a protective hug, so that the child may regain control;

- I. restraint that deprives the student of basic needs;
- J. restraint that unduly risks serious harm or needless pain to the student, including physical restraint that involves the intentional, knowing, or reckless use of any of the following techniques:
 - 1. using any method that is capable of causing loss of consciousness or harm to the neck or restricting/obstructing respiration in any way;
 - 2. pinning down the student by placing knees to the torso, head and/or neck of the student;
 - 3. using pressure points, pain compliance, or joint manipulation;
 - 4. dragging or lifting of the student by the hair or ear or by any type of mechanical restraint;
 - 5. using other students or untrained staff to assist with the hold or restraint; or
 - 6. securing the student to another student or to a fixed object.
- K. mechanical restraint; (that does not include devices used by trained Student Personnel, or by a student, for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed); or
- L. chemical restraint, (which does not include medication administered as prescribed by a licensed physician).
- M. aversive behavioral interventions; and
- N. seclusion in a locked room or area.

ADDITIONAL PROHIBITED PRACTICES

The following practices are prohibited under all circumstances, including emergency safety situations:

- A. corporal punishment;
- B. child endangerment as defined in Ohio Revised Code 2919.22; and
- C. aversive behavioral interventions.

CONTACT LAW ENFORCEMENT AND/OR EMERGENCY RESPONSE PERSONNEL

In accordance with the Board's Emergency Management Plan (see Policy 8400), District personnel shall contact law enforcement and/or appropriate emergency response personnel if at any point they determine that an intervention (either a physical restraint or seclusion) is insufficient to maintain the safety of all involved.

MULTIPLE INCIDENTS OF RESTRAINT AND/OR SECLUSION - CONDUCTING A FUNCTIONAL BEHAVIORAL ASSESSMENT AND DEVELOPING A BEHAVIOR INTERVENTION PLAN

FUNCTIONAL BEHAVIORAL ASSESSMENT AND BEHAVIOR INTERVENTION PLAN

After a student's third incident of physical restraint or seclusion in a school year, a meeting must occur within ten (10) school days of the third incident as follows:

- A. For a student who has been found eligible for special education services or has a 504 plan, the student's individualized education program or 504 team must meet to consider the need to conduct or develop a FBA or BIP, or amend an existing FBA or BIP.
- B. For all other students (i.e., students not described in the preceding paragraph), a team, consisting of the student's parent, an administrator or designee, a teacher of the student, a staff member involved in the incident (if not the teacher or administrator already invited), and other appropriate staff members must meet to discuss the need to conduct or review a FBA and/or develop a BIP.

EX. A - November 16, 2021 Page 46 of 86

- C. Nothing in this section is meant to prevent the completion of a FBA or BIP for any student who might benefit from these measures, but has fewer than three (3) incidents of restraint or seclusion.
- D. <u>Nothing in this section is meant to prevent the District from conducting any evaluations or other obligations the staff feel</u> are appropriate under the Individuals with Disabilities Education Improvement Act.

If a student repeatedly engages in dangerous behavior that leads to instances of restraint and/or seclusion, District personnel shall conduct a functional behavioral assessment to identify the student's needs and more effective ways of addressing those needs. If necessary, District personnel shall also develop a behavior intervention plan that incorporates positive behavioral interventions.

TRAINING AND PROFESSIONAL DEVELOPMENT FOR USE OF CRISIS MANAGEMENT AND DE-ESCALATION TECHNIQUES

The District shall provide training and professional development for the use of crisis management and de-escalation techniques that includes the use of restraint and seclusion. Specifically, the District shall annually train an appropriate number of personnel in each building in evidence-based crisis management and de-escalation techniques, as well as the safe use of physical restraint and seclusion. At a minimum, the training will cover the following topics: as follows:

- A. proactive measures to prevent the use of seclusion or restraint;
- B. crisis management;
- C. documentation and communication about the restraint or seclusion with appropriate parties;
- D. the safe use of restraint and seclusion;
- E. and accommodation for age and body size diversity; instruction
- F. directions for monitoring signs of distress during and following physical control; and
- G. debriefing practices and procedures.

The training will occur face-to-face and allow for a simulated experience of administering and receiving physical restraint so that participants can demonstrate proficiency in the topics identified above.

The Superintendent is charged with maintaining written or electronic documentation concerning the training provided that includes the following:

- A. the name, position, and building assignment of each person who has completed training;
- B. the name, position, and credentials of each person who has provided the training;
- C. when the training was completed; and
- D. what protocols, techniques, and materials were included in training.

As part of the required training, Student Personnel shall be trained to perform the following functions:

- A. identify conditions such as: where, under what conditions, with whom and why specific inappropriate behavior may occur; and
- B. use preventative assessments that include at least the following:
 - 1. a review of existing data;
 - 2. input from parents, family members, and students; and

3. examination of previous and existing behavior intervention plans.

All Student Personnel, as defined in this Policy, shall be trained annually on the requirements of the Ohio Department of Education's Policy on Positive Behavior Intervention and Supports, and Restraint and Seclusion; Ohio Administrative Code 3301-35-15; and this Policy.

- A. The Superintendent, in consultation with each school building's principal
 - () and/or assistant principal

, shall identify which District employees should receive additional training so that an adequate number of personnel in each building are trained in crisis management and de escalation techniques, including the use of restraint and seclusion. District employees who receive such additional training must keep their training current in accordance with the requirements of the provider of the training.

- B. The Superintendent shall develop a plan to provide training to school personnel, as defined in this Policy, so that Positive Behavior Intervention and Supports are implemented on a District wide basis.
 - [] Implementation of PBIS throughout the District may be a multi year process, with training taking place over several years.

The District shall maintain written or electronic documentation on training provided and lists of participants in each training.

Only individuals trained in accordance with this policy in the appropriate use of restraint and seclusion may use those techniques.

MONITORING AND COMPLAINT PROCEDURES

The Superintendent shall monitor the implementation of A.C. 3301 35 15 and this policy A.C. 3301-35-15 and this policy, and annually conduct a review of A.C. 3301-35-15 and this policy related to the use of PBIS, physical restraint, and seclusion.

Additionally, the administration will annually notify parents of the District's policy and procedures related to the requirements of PBIS, physical restraint, and seclusion, including the following complaint process.

Any parent of a child enrolled in school in the District may submit a written complaint to the Superintendent regarding an incident of restraint or seclusion. The Superintendent shall investigate each written complaint and respond in writing to the parent's complaint within thirty (30) days of receipt of the complaint. The Superintendent will make reasonable efforts to have an in-person follow-up meeting with the parent.

[] If the parent is not satisfied with the response provided, the parent may request to meet with the Board in executive session to address the situation.

A parent may also file a complaint with local law enforcement, the county department of job and family services, or the office of integrated student supports within the Ohio Department of Education. The procedures and timeline for filing a complaint with the Ohio Department of Education are outlined in A.C. 3301-35-15(L).

[] A parent of a child with a disability (as defined by R.C. 3323.01) may file a complaint with the Ohio Department of Education, Office of Exceptional Children, in accordance with the complaint procedures available under A.C. 3301 51 05(K)(4) (6).

REQUIREMENTS FOLLOWING AN INCIDENT OF SECLUSION OR PHYSICAL RESTRAINT

REQUIRED DATA AND REPORTING

Each use of physical restraint or seclusion shall be:

- A. documented in writing;
- B. reported to the building administration immediately;
- C. reported to the parent immediately; and
- D. documented in a written report (see Ohio Department of Education's Model Restraint and Seclusion Debriefing Form).

A copy of the written report shall be <u>issued</u> made available—to the student's parent or guardian within twenty-four (24) hours of the use of restraint or seclusion. The District shall maintain the written report, including placing a copy of the written report in the student's file. A copy of the written report shall also be main the student's file.

All written documentation of the use of restraint or seclusion are educational records pursuant to the Family Educational Right to Privacy Act (FERPA), and dDistrict personnel are prohibited from releasing any personally identifiable information to anyone other than the parent, in accordance with FERPA's requirements.

The Superintendent shall develop a process for the collection of data regarding the use of physical restraint and seclusion.

The administration shall develop a support plan for substitute teachers if they need assistance with PBIS or crisis management and de-escalation (including restraint and seclusion).

The Superintendent shall report information regarding the District's concerning the use of PBIS restraint and seclusion annually to the Ohio Department of Education in the form and manner prescribed by the Department as requested by that agency, and shall make the District's records concerning PBIS, restraint and seclusion available to the staff of the Ohio Department of Education upon request.

* Adapted from the Ohio Department of Education's Policy on Positive Behavior Intervention and Supports and Restraint and Seclusion Model Policy and Procedures, issued July 2021., adopted January 15, 2013.

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Book Policy Manual

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Title SCHOOL-SPONSORED PUBLICATIONS AND PRODUCTIONS

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5722 - SCHOOL-SPONSORED PUBLICATIONS AND PRODUCTIONS

The Board of Education sponsors student publications and productions as means by which students learn, under adult direction/supervision, the rights and responsibilities inherent when engaging in the public expression of ideas and information in our democratic society.

For purposes of this policy, school-sponsored student media shall include both student publications and productions. School-sponsored student media does not include student expression related to classes that are not directly associated with student publications/productions. The term publication shall include distribution, transmission, and dissemination of a student publication regardless of its medium. Student publications shall include any written materials, (including, but not limited to, banners, flyers, posters, pamphlets, notices, newspapers, playbills, yearbooks, literary journals, books, and t-shirts and other school-sponsored clothing)

(\checkmark), as well as material in electronic or on-line form (including, but not limited to, Apps and Services (as defined in Bylaw 0100, webpages/sites, web logs ('Blogs), video or audio clips, (\checkmark) (postings of Social Media (as defined in Bylaw 0100), and newsletters of announcements transmitted by e-mail, (\checkmark) text, wireless broadcast, or other similar distribution/dissemination).

[] The Board expressly prohibits the use of Social Media related to student publications.

The term performance shall include presentation and broadcast of a student production. Student productions shall include vocal, musical, and/or theatrical performance, impromptu dramatic presentation, or any electronic media (including, but not listened to, radio and television programs, videoblogs (vlogs), podcast,

(<u>V</u>) Social Media (as defined in Bylaw 0100), and other video or audio productions that are recorded for re-broadcast or broadcast in real time using any available broadcast technology).

() and other video or audio productions that are recorded for re-broadcast or broadcast in real time using any available broadcast technology). The Board expressly prohibits the use of Social Media related to student productions.

Only District-approved social media (as defined in Bylaw 0100) may be used to host school-sponsored student media, in accordance with Policy 7544. School-sponsored student media must also comply with Policy 7540.02.

For purposes of this policy, school community is defined to include students, Board employees (i.e., administrators, and professional and classified staff), parent/family members

- (V) and other individuals who are
 - (V) invited by the Superintendent
 - (✓) authorized or otherwise permitted by the Superintendent

to view a performance or receive directly from the District a publication

() and those who have been issued credentials to access the District's secure portal.

The following speech is unprotected and prohibited in all school-sponsored student publications and productions: speech that is defamatory, libelous, obscene, or harmful to minors (as that term is defined in Children's Internet Protection Action (CIPA)); speech that is reasonably likely to cause substantial disruption of or material interference with school activities or the educational process; speech that infringes upon the privacy or rights of others; speech that violates copyright law; speech that promotes activities, products or services that are unlawful (illegal) as to minors as defined by State or Federal law; and speech that otherwise violates school policy and/or State or Federal law. The Board authorizes the administration to engage in prior review and restraint of school-sponsored publications and productions to prevent the publication or performance of unprotected speech.

Student expression relates to classrooms or educational settings not otherwise directly associated with school-sponsored student publications/productions are nonpublic forums. As nonpublic forums, the content of such student expression can be regulated for legitimate pedagogical school-related reasons. School officials shall routinely and systematically review and, if necessary, restrict the content of these student expressions prior to publication/performance in a reasonable manner that is neutral as to the viewpoint of the speaker.

[] OPTION #1
[] Nonpublic forum student expression may be published/performed outside the school community (i.e., to the general public). () See Board Policy 9160 — Public Attendance at School Events.
[] OPTION #2
[] While nonpublic forum student expression generally may be published/performed outside the school community (i.e., to the general public), the following nonpublic forum student expression may only be published/performed to members of the school
community: () See Board Policy 9160 — Public Attendance at School Events.
[☑] OPTION #3
While ordinarily nonpublic forum student expression may only be published/performed to members of the school community, the Superintendent may authorize specific nonpublic forum student expression to be published/performed outside the school community (i.e., to the general public). A teacher, student, or group of students who wish to have nonpublic forum student expression published/performed outside the school community must submit to the Superintendent a request for prior written approval for such publication/performance. (V) See Board Policy 9160 – Public Attendance at School Events.
[] OPTION #4
[] While ordinarily nonpublic forum student expression may only be published/performed to members of the school community, the following nonpublic forum student expression may be published/performed outside the school community (i.e. to the general public):
[] OPTION #5
[] Nonpublic forum student expression may only be published/performed to members of the school community. () See Board Policy 9160 Public Attendance at School Events.
[] OPTION A
[] The Board designates all school sponsored student media as limited purpose public forums where students can address matters of concern and/or interest to their readers/viewers. All school sponsored student media may be published/performed outside the school community. The student journalists, content creators and/or performers involved in these publications/productions have the right to determine the content of the student media.
[] The content may address general matters of public concern and is open to the public at large for comment at the discretion of the student journalists/content creators/performers. School officials will not review or restrict the content of school sponsored student media prior to publication/performance, except with respect to unprotected speech.
[] Each medium should provide a full opportunity for students to inquire, question, and exchange ideas.
[] Content should reflect all areas of student interest and may include topics about which there may be dissent and/or controversy.
All school sponsored student media shall contain a notice to the reader/viewer that the material, while school sponsored, is

d and not subject to prior review. Given all student publications and/or productions have been designated

limited purpose public forums, the school assumes no liability for their content. With editorial control comes responsibility. Student journalists, content creators, and performers are expected to establish and enforce standards, for their publications/productions that are consistent with professional journalism/artistic/theatrical/broadcast standards.

[√] OPTION B

The Board designates the following official, school-sponsored student media to be limited-purpose public forums:

- A. Literary Magazines
- B. School Newspapers
- C. In-School TV Programming
- D. Yearbooks
- E. Social Media Sites

As limited-purpose public forums the student journalists, content-creators, or performers associated with the above-listed publications and/or productions may address matters of concern and/or interest to their readers/viewers. The student journalists, content-creators, and/or performers involved in the above-listed publications/productions have the right to determine the content of this student media.

[1 The content may address general matters of public concern and is open to the public at large for comment at the discretion of the student journalists/content-creators/performers.

School officials will not routinely and systematically restrict the content of the publications and/or productions listed above prior to their publication/performance, except with respect to unprotected speech.

- [✓] Each medium should provide a full opportunity for students to inquire, question, and exchange ideas.
- $\boxed{\centsymbol{\cont}}$ Content should reflect all areas of student interest and may include topics about which there may be dissent and/or controversy.

The above-listed publications and/or productions shall contain a notice to the reader/viewer that the material, while school-sponsored, is student-directed and not subject to prior review. Given the listed student publications and/or productions have been designated as limited-purpose public forums, the school assumes no liability for their content, with editorial control comes responsibility. Student journalists, content-creators, and performers are expected to establish and enforce standards for their publications/productions that are consistent with professional journalism/artistic/theatrical/broadcast standards.

All other school-sponsored student media including classroom and/or other curricular, co-curricular, or extra-curricular/club-related publications and/or productions, are nonpublic forums. As nonpublic forums, the content of these other student publications and productions can be regulated for legitimate pedagogical school-related reasons. School officials shall routinely and systematically review and, if necessary, restrict the content of all school-sponsored student media except for those publications/productions listed above, prior to publication/performance in a reasonable manner that is neutral as to the viewpoint of the speaker.

[] Nonpublic forum school sponsored student media may only be published/performed to members of the school community.

[] OPTION B-2

[] OPTION B-3

[] While ordinally nonpublic forum school sponsored student media may only be published/performed to members of the school community, the Superintendent may authorize specific nonpublic forum student media to be published/performed outside the school community (i.e. to the general public). A student or group of students who wish to have his/her/their nonpublic forum

student media published/performed outside the school community must submit to the Superintendent a request for prior written approval for such publication/performance.

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[] While nonpublic forum school sponsored student media generally may be published/performed outside the school community (i.e. to the general public), the following nonpublic forum student media may only be published/performed to members of the school community: _______. (-) See Board Policy 9160.

F 1 OPTION B-5

[] Nonpublic forum school sponsored student media may be published/performed outside the school community (i.e. to the general public). () See Board Policy 9160.

[] OPTION C

The Board designates the following official, school sponsored student media to be limited purpose public forums:

As limited purpose public forums the student journalist, content creators, or performers associated with the above listed publications and/or productions may address matters of concern and/or interest to their readers/viewers. The student journalists, content creators and/or performers involved in the above listed publications/productions have the right to determine the content of this student media. () While designated as limited purpose public forums, the listed publications/productions are not intended to address general matters of public concern and are not open to public comment.

School officials will not routinely and systematically restrict the content of the publications and/or productions listed above prior to their publication/performance; however, school officials may review the content and reject an article/posting/publication/production due to one (1) of the following four (4) reasons:

- A. where poor grammar or writing is evident;
- B. where a legitimate question of age appropriateness of the material exists;
- C. where matters beyond the limited scope of the forum are included; and/or
- D. where the content involves unprotected speech.

[] The above listed school sponsored student publications/productions, while limited purpose public forums are not intended to address general matters of public concern and therefore are not open to public comment.

The listed publications and/or productions shall contain a notice to the reader/viewer that the material, while school sponsored, is student directed and subject only to limited prior review. Given the listed student publications and/or productions have been designated as limited purpose public forums, the school assumes no liability for the content beyond that covered by the school officials' limited prior review, with editorial control comes responsibility. Student journalists, content creators, and performers are expected to establish and enforce standards for their publications/productions that are consistent with professional journalism/artistic/theatrical/broadcast standards.

[] OPTION C-1

[1 School sponsored student media may only be published/performed to members of the school community.

F 1 OPTION C-2

[] While ordinarily school sponsored student media may only be published/performed to members of the school community, the following student media may be published/performed outside the school community (i.e., to the general public):
[] OPTION C-3
[] While ordinarily school sponsored student media may only be published/performed to members of the school community, the Superintendent may authorize specific student media to be published/performed outside the school community (i.e., to the general public). A student or group of students who wish to have his/her/their student media published/performed outside the school community must submit to the Superintendent a request for prior written approval for such publication/performance.
[] OPTION C-4
[] While school sponsored student media generally may be published/performed outside the school community (i.e., to the general public), the following student media may only be published/performed to members of the school community:
[] OPTION C-5
[] School sponsored student media may be published/performed outside the school community (i.e., to the general public). () See Board Policy 9160.
All other school sponsored student publications and productions, including classroom and/or other curricular, or extra- curricular/club related publications and/or productions, are nonpublic forums. As nonpublic forums, the content of these other student publications and productions can be regulated for legitimate pedagogical school related reasons. School officials shall routinely and systematically review and, if necessary, restrict the content of all school sponsored student media except those publications/productions listed above, prior to publication/performance in a reasonable manner that is neutral as to the viewpoint of the speaker.
[] OPTION D
All school sponsored student media are nonpublic forums. While students may address matters of interest or concern to their readers/viewers, as nonpublic forums, the style and content of the student publications and productions can be regulated for legitimate pedagogical, school related reasons. School officials shall routinely and systematically review and, if necessary, restrict the type and/or content of all school sponsored student media prior to publication/performance in a reasonable manner that is neutral as to the viewpoint of the speaker. Legitimate pedagogical concerns are not confined to academic issues but include the teaching by example of the shared values of a civilized social order, which consists of not only independence of thought and frankness of expression but also discipline, courtesy/civility, and respect for authority. School officials may further prohibit speech that is grammatically incorrect, poorly written, inadequately researched, biased or prejudiced, vulgar, or profane, or unsuitable for immature audiences.
[] OPTION D-1
[] School sponsored student media may only be published/performed to members of the school community.
[] OPTION D-2
[] While ordinarily school sponsored student media may only be published/performed to members of the school community, the following student media may be published/performed outside the school community (i.e., to the general public):
[] OPTION D-3
[] While ordinarily school sponsored student media may only be published/performed to members of the school community, the Superintendent may authorize specific student media to be published/performed outside the school community, (i.e., to the general public). A student or group of students who wish to have his/her/their student media published/performed outside the school community must submit to the Superintendent a request for prior written approval for such publication/performance.
[] OPTION D-4
[] While school sponsored student media generally may be published/performed outside the school community (i.e., to the general public), the following student media may only be published/performed to members of the school community:

Page 54 of 86
[] OPTION D-5
[] School sponsored student media may be published/performed outside the school community (i.e., to the general public). () See Board Policy 9160.
[1] Students () Staff will monitor comments posted to social media platforms/sites that have been approved under Policy 7544 for use as school-sponsored student media. Comments will be monitored to verify the age-appropriateness of the material, whether unprotected speech is involved, and whether there is compliance with posted rules for use of the forum and the platform/site's applicable terms of service. Comments that are not age-appropriate for the student-audience for the school-sponsored publication, constitute unprotected speech, and/or violate the posting rules for the use of the forum and/or the platform/site's applicable terms of service will be removed. The review of posted comments will be conducted in a viewpoint neutral manner, and consistent with State and Federal law.
[] Students shall not be disciplined and/or retaliated against for exercising and/or asserting their free speech rights as defined in this policy. Nothing in this policy, however, restricts the Board's ability to impose post publication/performance discipline related to a student engaging in the impermissible publication/performance of unprotected speech.
[<mark>√</mark>] OPTION #1
Advertising is permitted in
(√) all school-sponsored student media.
() the following school sponsored student publications/productions:-
A
В
C
Any advertisements must be consistent with Policy 9700.01 (\checkmark) and AG 9700B.
Advertisements submitted for publication or inclusion in a production shall be reviewed by
(✓) the class/activity advisor
(√) the building principal
() the Superintendent
() school officials
for a determination that they are appropriate for juveniles. The (\checkmark) Superintendent () Board retains the final authority to determine whether an advertisement is appropriate and will be included in a publication/production. Advertisements may be rejected for legitimate pedagogical school-related reasons unrelated to the viewpoint of the advertiser (e.g., the advertisement encourages action that would endanger the health and safety of students).

[] OPTION #2

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() all :	school sponsored student media that have been designated a	s limited public forums.
() the	following school sponsored student media that have been de	esignated as limited purpose public forums:
A.		_
В.		=
_		

Any advertisements must be consistent with Policy 9700.01 () and AG 9700B.

The students in the class(es)/activity(ies) associated with

- () all school sponsored student media that have been designated as limited purpose public forums
- () the above listed student media

will determine whether to include advertisements in the publications/productions. Acceptance or rejection of specific advertisements is within the control of the publication/production staff, which may accept those for activities, products, or services that are illegal for students and/or that violate State or Federal law.

[] The publication/production staff is encouraged to consider the age appropriateness of the ads they select.

[] OPTION #3

Advertising is not permitted in school sponsored student media.

General Prohibitions

Regardless of their status as non-public or limited-purpose public forums, the Board prohibits publications, productions, and advertisements that:

- A. promote, favor, or oppose any candidate for election or the adoption of any bond issue, proposal, or question submitted at any election;
- B. (√) fail to identify the student or organization responsible for the publication/performance;
- C. (🗹) solicit funds for non-school organizations or institutions when such solicitation has not been approved by the Board.

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Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title COST PRINCIPLES - SPENDING FEDERAL FUNDS

Code po6114 20211028 Revision

Status Ready for Board Review

Adopted April 28, 2016

Last Revised April 8, 2021

6114 - COST PRINCIPLES - SPENDING FEDERAL FUNDS

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives, and the specific terms and conditions of the grant award.

Cost Principles

Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

A. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

To determine whether a cost is reasonable, consideration shall be given to:

- 1. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
- 2. the restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal, and other laws and regulations;
- 3. market prices for comparable goods or services for the geographic area;
- 4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
- 5. whether the cost represents any significant deviation from the established practices or Board of Education policy which may unjustifiably increase the expense.

While Federal regulations do not provide specific descriptions of what satisfies the necessary element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to whether:

- 1. the cost is needed for the proper and efficient performance of the grant program;
- 2. the cost is identified in the approved budget or application;

- 3. there is an educational benefit associated with the cost;
- 4. the cost aligns with identified needs based on results and findings from a needs assessment;
- 5. the cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received. This standard is met if the cost: is incurred specifically for the Federal award; benefits both the Federal award and other work of the District and can be distributed in proportions that may be approximated using reasonable methods; and is necessary to the overall operation of the District and is assignable to the Federal award in accordance with cost principles mentioned here.

- B. Conform to any limitations or exclusions set forth in the cost principles in Part 200 or in the terms and conditions of the Federal award.
- C. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the District.
- D. Be accorded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a Federal award as an indirect cost under another award.
- E. Be determined in accordance with generally accepted accounting principles.
- F. Be representative of actual cost, net of all applicable credits, or offsets.

The term applicable credits refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

- G. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.
- H. Be adequately documented:
 - in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant-funded programs to assure that only permissible personnel expenses are allocated;
 - 2. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.
- I. Be incurred during the approved budget period.

The budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to carry out authorized work and expend the funds awarded, including any funds carried forward or other revisions pursuant to the law. Prior written approval from the Federal awarding agency or State pass-through entity may be required to carry forward unobligated balances to subsequent budget periods, unless waived.

Selected Items of Cost

The District shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District, and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those rules as well.

The following rules of allowability must apply to equipment and other capital expenditures:

A. <u>Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity.</u>

- B. <u>Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity.</u>
- C. <u>Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity.</u>
- D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR 200.436 and 2 CFR 200.465.
- E. When approved as a direct cost by the Federal awarding agency or pass-through entity under Sections A C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.
- F. <u>If the District is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.</u>

Cost Compliance

The Superintendent shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs, but may not be double charged or inconsistently charged as both.

Determining Whether a Cost is Direct or Indirect:

A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; program evaluation costs or other institutional service operations; and infrastructure costs directly attributable to the program (such as long-distance telephone calls specific to the program, etc.). Direct costs may also include capital expenditures if approved by the Federal awarding agency or pass-through entity, as well as capital expenditures for special purpose equipment with a unit cost of less than \$5,000.

B. Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one (1) cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

- 1. Administrative or clerical services are integral to a project or activity.
- 2. Individuals involved can be specifically identified with the project or activity.
- 3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
- 4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the Ohio Department of Education (ODE) or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).

Equipment and other capital expenditures are unallowable as indirect costs.

Timely Obligation of Funds

Financial obligations are orders placed for property and services, contracts and subawards made, and similar transactions that require payment. This term is used when referencing a recipient's or subrecipient's use of funds under a Federal award.

The following list illustrates when funds are determined to be obligated under the U.S. Department of Education regulations:

If the obligation is for:

- A. Acquisition of property on the date which the District makes a binding written commitment to acquire the property.
- B. Personal services by an employee of the District when the services are performed.
- C. Personal services by a contractor who is not an employee of the District on the date which the District makes a binding written commitment to obtain the services.
- D. Performance of work other than personal services on the date when the District makes a binding written commitment to obtain the work.
- E. Public utility services when the District receives the services.
- F. Travel when the travel is taken.
- G. Rental of property when the District uses the property.
- H. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 C.F.R. Part 200, Subpart E Cost Principles on the first day of the project period.

Period of Performance

All financial obligations must occur during the period of performance. Period of performance means the total estimated time interval between the start of an initial Federal award when the District is permitted to carry out the work authorized by the grant and the planned end date. The period of performance may include one (1) or more funded portions or budget periods. The period of performance is dictated by statute and will be indicated in the Grant Award Notification (GAN). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period for carryover. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, financial obligations under a grant may not be made until the application is approved or is in substantially approvable form, whichever is later. In the case of a direct grant, a grantee may use grant funds only for obligations it makes during the grant period, unless an agreement exists with the awarding agency or the pass-through entity (e.g., ODE) to reimburse for pre-approval expenses.

If a Federal awarding agency or pass-through entity approves an extension, or if the District extends under C.F.R. 200.308(e)(2), the Period of Performance will be amended to end at the completion of the extension. If a termination occurs, the Period of Performance will be amended to end upon the effective date of termination. If a renewal is issued, a distinct Period of Performance will begin.

For both State-administered and direct grants, regardless of the period of availability, the District shall liquidate all financial obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to

lapse and shall be returned to the awarding agency. Consequently, the District shall closely monitor grant spending throughout the grant cycle.

2 C.F.R. 200.344(b), 200.403-.407, 200.413(a)-(c), 200.430(a), 200.439(b)(2), 200.431(a) 34 C.F.R. 76.707-.708(a), 75.703 2 C.F.R. 200.458

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Legal 2 C.F.R. 200.344(b), 200.403-.407, 200.413(a)-(c), 200.430(a), 200.439(b)(2),

200.431(a)

34 C.F.R. 76.707-.708(a), 75.703

2 C.F.R. 200.458



Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title DISPOSITION OF REAL PROPERTY/PERSONAL PROPERTY

Code po7300 20211028 Revision

Status Ready for Board Review

Adopted October 23, 2012

Last Revised November 20, 2019

7300 - DISPOSITION OF REAL PROPERTY/PERSONAL PROPERTY

The Board of Education believes that the efficient administration of the District may require the disposition of real property and/or personal property that is no longer necessary to meet the educational or operational needs of the School District.

Real Property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Personal Property means tangible property other than real property. It may be tangible, having physical existence, or intangible and may include automotive vehicles, equipment, and materials.

 $\boxed{\ }$ All property considered for disposition (sale) $\boxed{\ }$ shall $\boxed{\ }$ may be subjected to a current, outside, professional appraisal prior to the solicitation of offers.

Disposition of Personal Property under \$10,000

Personal property, the value of which does not exceed \$10,000, shall be disposed of by the Superintendent in such a manner as will be in the public interest and benefit the School District (see Policy 7300 - Disposition of Real Property/Personal Property and Policy 7310 - Disposition of Surplus Property). If the Board decides to trade an item of personal property as a part or an entire consideration on the purchase price of an item of similar personal property, the Board may trade the personal property upon such terms as are agreed upon by the parties.

Disposition of Real Property under \$10,000

Real property, the value of which does not exceed \$10,000, shall be disposed of by the Board in such manner as will be in the public interest and benefit to the School District and may be accomplished by private sale. If the Board identifies a parcel of real property that it determines is needed for school purposes, the Board may, upon majority vote of the members of the Board, acquire such parcel by exchanging its real property for the parcel or using the real property as part or an entire consideration for the purchase price of the identified real property. Any exchange or acquisition shall be made by conveyance executed by the President and the Treasurer of the Board.

Disposition of Personal and Real Property over \$10,000

Property, (personal and real), the value of which exceeds \$10,000, shall be sold at public auction to the highest bidder in accordance with law. The Board may offer real property for sale as an entire tract or in parcels.

A. Unless the property is being:

1. sold to an exempt entity, as defined in R.C. 3313.41(C);

EX. A - November 16, 2021 Page 62 of 86

- 2. sold and/or leased to a community school or the board of trustees of a college preparatory boarding school, or a STEM school as set forth in R.C. 3313.411 or 3313.413; or
- 3. exchanged for an identified parcel of real property that the Board determines it needs for school purposes or the property is being used as part or an entire consideration for the purchase price of the identified real property, pursuant to R.C. 3313.41(F); or
- 4. traded as a part or an entire consideration on the purchase price for a similar item of personal property upon such terms as agreed to by the parties to the trade pursuant to R.C. 3313.41(D) or

the District shall attempt to sell the property by public auction after giving at least thirty (30) days notice of the auction by:

- 1. (✓) publication in a newspaper of general circulation; or
- 2. () posting notices in five (5) of the most public places in the District in which the property, if it is real property, is situated, or if it is personal property, in the District of the Board that owns the property.
- B. If, after the property has been offered once by public auction, no acceptable bids have been received, the District may sell the property at private sale. The following procedures shall apply:
 - 1. (✓) Regardless of how the property was offered at public auction, at a private sale, the Board shall, as it considers best, sell real property as an entire tract or in parcels. Personal property shall be sold in either a single lot or several lots.
 - 2. () All written offers on real property under consideration for disposition shall be presented as an item on the agenda of a public Board meeting. A preliminary review of offers to purchase or lease shall include: source of offer, date of offer, expiration date of offer, and intended use of property.
 - 3. () Written offers shall be referred to the Board Finance Committee for review and recommendations. Offers, when received, will be distributed to the members of the Board.
 - 4. () All property considered for lease or sale shall be reviewed by the Board prior to solicitation of offers. The solicitation of offers by the Board shall include an expiration date.
 - 5. () The authorized agents of the Board are to review all purchase or lease offers pertaining to sale or lease of property shall be selected by legal counsel and the ______. The Board shall give final approval of all contracts.
 - 6. (✓) In consideration of the best interest of the District and of the residents and taxpayers, the Board reserves the right to reject any and all offers at its sole discretion, regardless of price and terms.
 - 7. (Potential purchasers or lessees shall demonstrate financial capability to meet the terms and conditions of their purchase or lease offer.
 - 8. () Potential purchasers shall demonstrate reasonable likelihood of obtaining necessary city/township approvals and/or compliance with city/township zoning ordinances.
- C. If the Board decides to dispose of real property, prior to disposing of the property in the manner set forth above, the Board shall first offer the property to the governing authorities of all start-up community schools, the board of trustees of any college-preparatory boarding schools, and the governing bodies of any STEM schools located within the territory of the District. The Board shall give priority to governing authorities of high performing community schools that are located within the territory of the District. If more than one (1) governing authority of a high-performing community school offered the property notifies the Treasurer in writing of its intent to purchase the property within sixty (60) days after the offer is made, the Board shall conduct a public auction utilizing the process described above. If no governing authority from a high performing community school expresses an intent to purchase the property within sixty (60) days after the offer is made, the Board shall proceed with the offers from all other governing authorities of the start-up community schools and the board of trustees of any college preparatory boarding school and the governing bodies of any STEM schools located within the territory of the District.
 - 1. The Board shall offer the property to any community school governing authority, college preparatory boarding school board of trustees or governing body of a STEM school at a price that is not higher than the appraised fair

market value of the property as determined in an appraisal of the property that is not more than one (1) year old.

2. In the event that more than one (1) community school governing authority, college preparatory boarding school board of trustees or STEM school governing body notifies the Treasurer of its intent to purchase the property within the prescribed time, the Board shall conduct a public auction utilizing the process described above.

D. Disposition of Unused School Facilities

- 1. Unused School Facilities means any real property that has been used by the District for school operations, including but not limited to academic instruction or administration, since July 1, 1998, but has not been used in that capacity for one (1) year or one in which less than sixty percent (60%) of the building was used for direct academic instruction during the preceding school year.
- 2. The Board shall first offer any unused school facilities it owns for lease or sale to the governing authority of any community school, the board of trustees of any college preparatory boarding school, and the governing bodies of any STEM schools that are located within the territory of the District.

The Board shall give priority to the governing authorities of high-performing community schools that are located within the territory of the District.

At the same time the Board makes the offer to lease or sale, the Board may, but is not required to, offer the property for lease or sell to the governing authority of any community school with plans, as stated in applicable contracts, either to relocate to or add facilities in the District.

3. If only one (1) governing board of a high-performing community school accepts the Board's offer within the prescribed time, the Board shall sell or lease the property to that party for the appraised fair market value of the property as determined in an appraisal that is not more than one (1) year old. If more than one (1) governing board of a high-performing community school offered the property accepts the Board's offer within sixty (60) days, the Board shall conduct a public auction utilizing the process described above or, in the event of a lease, the Board shall conduct a lottery to select the one (1) qualified governing authority to which the Board shall lease the property.

If no governing authority of a high-performing community school notifies the Treasurer of its intent to purchase or lease the property within the prescribed time, the Board shall then proceed with the offers from all other start-up community schools, college-preparatory boarding schools, and STEM schools that responded within the prescribed time. If more than one (1) such entity notifies the Treasurer of its intent to purchase or lease the property, the Board shall conduct a public auction or, in the event of a lease, a lottery to select the one qualified governing authority to which the Board shall lease the property.

Only the parties that notify the Board within sixty (60) days may offer a bid at the auction or participate in a lottery. The Board is not required to accept a bid that is lower than the appraised fair market value of the property as determined by an appraisal that is no more than one (1) year old.

- 4. Any subsequent lease or sale of the property shall proceed in accordance with law.
- 5. If no governing authority of any start-up community school or STEM school or board of trustees accepts the offer to lease or buy the property within sixty (60) days after the subsequent offer is made, the Board may offer the property for sale or lease to any other permissible entity.
- E. Further, the Board may dispose of property upon the majority vote of the members of the Board and a concurring vote of the legislative authority of a municipal corporation, declaring that an exchange of real property held by the District for school purposes for real estate held by the municipal corporation for municipal purposes will be mutually beneficial to both the District and the municipal corporation. The exchange may be made by conveyances that are executed by the President and Treasurer of the Board and the Mayor and Clerk of the municipal corporation, respectively.
- F. The Board President and Treasurer shall execute and deliver deeds or other necessary instruments of conveyance to complete any sale or trade under this policy.

Donation of Real or Personal Property

- A. If the School District has property that the Board, by resolution, determines is not needed for school purposes, is obsolete, or is not fit for the use for which it was acquired, the Board may donate the property if the estimated fair market value of such property is \$2,500 or less in the opinion of the Board. The property may only be donated to an eligible 501(c)(3) nonprofit organization located in the State of Ohio and exempt from Federal income taxation under 26 U.S.C. 501(a) and 501(c)(3).
- B. Prior to donating the property, the Board shall adopt a resolution that contains the following:
 - 1. a statement expressing the Board's intent to make unneeded, obsolete or unfit-for-use, District property available to nonprofit organizations;
 - 2. guidelines and procedures the Board considers to be necessary to implement the donation program;
 - 3. an indication of whether the District will conduct such program or by a representative under contract with the Board;
 - 4. contact information for such representative, if the person is known when the resolution is adopted;
 - 5. a requirement that any nonprofit organization desiring to obtain donated property submit a written notice to the board or its representative that includes:
 - a. evidence that the organization is a nonprofit organization that is located in the State of Ohio and exempt from Federal income taxation;
 - b. a description of its primary purposes;
 - c. a description of the type or types of property the organization needs; and
 - d. the name, address, and telephone number of a person designated by the organization to receive donated property as its agent.
- C. Upon the adoption of the resolution, the Board shall publish at least twice in a newspaper of general circulation, notice of its intent to donate unneeded, obsolete, or unfit-for-use property to eligible nonprofit organizations. The notice must also include a summary of the information provided in the resolution. A similar notice must also be continually posted in the Board's office and on the District's Internet website, if one exists. The second and subsequent notices shall be posted not less than ten (10) and not more than twenty (20) days after the previous notice.
- D. The Board or its representative must maintain a list of:
 - 1. all eligible 501(c)(3) nonprofit organizations that submit a written notice described above; and
 - 2. a list of all real or personal property that qualifies for the program.

The list of qualifying property must be continually posted at the same locations at which the resolution creating the program must be posted.

- 1. An item of property on the list must be donated to the 501(c)(3) organization that first declares to the Board or its representative its desire to obtain the item unless the Board previously established in a separate and distinct resolution, a list of eligible 501(c)(3) organizations that are to be given priority for an item's donation.
- 2. The resolution giving priority to certain nonprofit organizations must specify the reasons for giving the organizations this priority. Such priority may be given based on a direct relationship between the purposes of the organization and specific purposes of the programs provided or administered by the Board.
- E. Members of the Board must consult with the Ohio Ethics Commission and comply with R.C. Chapters 102 and 2921 when donating property to a 501(c)(3) organization of which a Board member, his/her family member(s) or a business associate(s) of a Board member is a trustee, officer, Board member, or employee.

EX. A - November 16, 2021 Page 65 of 86

When the Board disposes of real property pursuant to R.C. 3313.41, or 3313.411, or 3313.413, the proceeds received from the sale shall be used for either of the following purposes: 1) to retire any debt that was incurred by the District with respect to that real property - any proceeds in excess of the funds necessary to retire that debt may be paid into the District's capital and maintenance fund and used only to pay for the costs of non operating capital expenses related to technology infrastructure and equipment to be used for instruction and assessment; or 2) paid into a special fund for the construction or acquisition of permanent improvements.

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Legal R.C. 3313.17, 3313.40, 3313.41, 3313.411, 3313.413, 5705.10

2 C.F.R. 200.78, 200.85



Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title PROPERTY INVENTORY

Code po7450 20211028 Revision

Status Ready for Board Review

Adopted October 23, 2012

Last Revised April 8, 2021

7450 - PROPERTY INVENTORY

As steward of this District's property, the Board of Education recognizes that efficient management and full replacement upon loss requires accurate inventory and properly maintained property records.

The Board shall

- () conduct a complete inventory
- (V) maintain a continuous inventory

of all Board-owned equipment and supplies and the results reconciled with the property records at least once

(√) annually.

() every _____ (___) years.

() at such intervals as will coincide with property insurance renewal.

(✓) and G.A.A.P. reporting requirements.

For purposes of this policy equipment shall mean a unit of furniture or furnishings, an instrument, a machine, an apparatus, or a set of articles which retains its shape and appearance with use, is nonexpendable, costs at least \$5,000

- () to replace
- $(\underline{\checkmark})$ as a single unit

and does not lose its identity when incorporated into a more complex unit. When defining supplies for inventory purposes, no items will be counted whose total value is less than $$\frac{300}{}$.

It shall be the duty of the

- () Superintendent
- () Business Manager
- (√) Treasurer

to ensure that inventories are recorded systematically and accurately and property records of equipment are updated and adjusted annually by reference to purchase orders and withdrawal reports.

EX. A - November 16, 2021 Page 67 of 86

- [] Major items of equipment shall be subject to annual spot check inventory to determine loss, mislocation, or depreciation; any major loss shall be reported to the Board.
- [] Property records of consumable supplies shall be maintained on a continuous inventory basis.
- [√] The Treasurer shall maintain a system of property records which shall show, as appropriate to the item recorded, the:
 - A. (✓) description and identification;
 - B. (√) manufacturer;
 - C. (\checkmark) year of purchase;
 - D. (✓) initial cost;
 - E. (√) location;
 - F. (\checkmark) condition and depreciation;
 - G. (\checkmark) evaluation in conformity with insurance requirements.

Equipment acquired under a Federal award will vest upon acquisition to the District, subject to the following conditions:

- A. The equipment shall be used for the authorized purposes of the award project during the period of performance or until the equipment is no longer needed for the purposes of the project.
- B. The equipment shall not be encumbered without the approval of the Federal awarding agency or the pass-through entity.
- C. The equipment may only be used and disposed of in accordance with the provisions of the Federal awarding agency or the pass-through entity and Policy 7300 and Policy 7310, AG 7300 and AG 7310.
- D. Property records shall be maintained that include a description of the equipment, a serial number or other identification number, the source of funding for the equipment (including the FAIN), title entity, acquisition date, cost of the equipment, percentage of Federal participation in the project costs for the award under which the equipment was acquired, the location, use, and condition of the equipment, and ultimate disposition data, including date of disposal and sale price of the equipment.
- E. A physical inventory of the property must be taken and results reconciled with property records at least once every two (2) years.
- F. A control system shall be developed to provide adequate safeguards to prevent loss, damage, or theft of the property. Any such loss, damage, or theft shall be investigated.
- G. Adequate maintenance procedures shall be implemented to keep the property in good condition.
- H. Proper sales procedures shall be established to ensure the highest possible return, in the event the District is authorized or required to sell the equipment/property.
- I. When original or replacement equipment acquired under a Federal award is no longer needed for the original project/program or for activities currently or previously supported by a Federal awarding agency, and except as otherwise provided by Federal statutes, regulations, or Federal awarding agency disposition instructions, the District shall request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment shall be made in accordance with the provisions of 2 C.F.R. 200.313.

2 C.F.R. 200.313, 200.439(b)(2)

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Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title STUDENT RECORDS

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Status Ready for Board Review

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8330 - 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.

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.

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 it 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.

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—Form 8330 F9—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;
- C. forward student records, including disciplinary records with respect to suspensions and expulsions, upon request to a public school or school district in which a student in foster care is enrolled;
 - Such records shall be transferred within one (1) school day of the enrolling school's request;
- D. 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;
- E. 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;
- F. release de-identified records and information in accordance with Federal regulations;
- G. 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. (See Form 8330 F14.) 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.

This written agreement must include: (1) specification of the purpose, scope, duration of the study, and the information to be disclosed; (2) a statement requiring the organization to use the personally identifiable information only to meet the purpose of the study; (3) a statement requiring the organization to prohibit personal identification of parents and students by anyone other than a representative of the organization with legitimate interests; and (4) a requirement that the organization destroy all personally identifiable information when it is no longer needed for the study, along with a specific time period in which the information must be destroyed.

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.

 H. 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. (See Form 8330 F16)

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

This written agreement must include: (1) designation of the receiving entity as an authorized representative; (2) specification of the information to be disclosed; (3) specification that the purpose of the disclosure is to carry out an audit or evaluation of a government supported educational program or to enforce or comply with the program's legal requirements; (4) a summary of the activity that includes a description of methodology and an explanation of why personally identifiable information is necessary to accomplish the activity; (5) a statement requiring the organization to destroy all personally identifiable information when it is no longer needed for the study, along with a specific time period in which the information must be destroyed; and (6) a statement of policies and procedures that will protect personally identifiable information from further disclosure or unauthorized use.

Under the audit exception, the District will use reasonable methods to verify that the authorized representative complies with FERPA regulations. Specifically, the District will verify, to the greatest extent practical, that the personally identifiable information is used only for the audit, evaluation or enforcement of a government supported educational program. The District will also ascertain the legitimacy of the audit or evaluation and will only disclose the specific records that the authorized representative needs. Further, the District will require the authorized representative to use the records only for the specified purpose and not to disclose the information any further, such as for another audit or evaluation. Finally, the District will verify that the information is destroyed when no longer needed for the audit, evaluation or compliance activity.

I. 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.

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.

 $[\underline{\checkmark}]$ The Board designates school-assigned e-mail accounts as directory information for the limited purpose of facilitating students' registration for access to various online educational services, including mobile applications/apps that will be utilized by the student for educational purposes $[\underline{\checkmark}]$ and for inclusion in internal e-mail address books.

School-assigned e-mail accounts shall not be released as directory information beyond this/these limited purpose(s) and to any person or entity but the specific online educational service provider () and internal users of the District's Education Technology.

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) days after receipt of the Superintendent's annual public notice.

In accordance with Federal and State law, the Board shall release the names, addresses, District-assigned e-mail addresses (if available), 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, District-assigned e-mail address (if available), 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.

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

EX. A - November 16, 2021 Page 72 of 86

- 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;
- 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.

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 microfilm process or electromagnetic processes of reproduction 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.

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.

SAFE AT HOME/ADDRESS CONFIDENTIALITY PROGRAM

If a parent (or adult student), presents information to the District certifying that the parent (or adult student), his/her child, or a member of the parent's household is a participant in the Safe at Home/Address Confidentiality Program administered by the Secretary of State, the Board shall refrain from including the student's actual/confidential residential address in any student records or files (including electronic records and files) or disclosing the student's actual/confidential residential address when releasing student records. Since student records are available to non-custodial parents, designated school officials who have a legitimate educational interest in the information, and other individuals or organizations as permitted by law (including the public in some situations), the Board shall only list the address designated by the Secretary of State to serve as the student's address in any student records or files, including electronic records and files. Further, the Board shall use the student's designated address for any and all communications and correspondence between the Board and the parent(s) of the student (or adult student). The student's actual/confidential residential address shall be maintained in a separate confidential file that is not accessible to the public or any employees without a legitimate purpose.

Although the student's actual/confidential address will not be available for release as directory information, the parent (or adult student) may also request that the student's name and telephone number be withheld from any release of directory information. Additionally, if applicable, the student's parent's school, institution of higher education, business, or place of employment (as specified on an application to be a program participant or on a notice of change of name or address) shall be maintained in a confidential manner.

If a non-custodial parent presents a subpoena or court order stating that s/he should be provided with copies or access to a student's records, the District will redact the student's confidential address and telephone number from the student's records before complying with the order or subpoena. The District will also notify the custodial/residential parent of the release of student records in accordance with the order or subpoena.

The intentional disclosure of student's actual/confidential residential address is prohibited. Any violations could result in disciplinary action or criminal prosecution.

2021 Solomon Amendment: Subtitle C- General Service Authorities and Correction of Military Records SEC. 521.

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Legal R.C. 9.01, 111.41, 111.42, 111.43, 111.46, 111.47, 111.99

R.C. 149,11, 149.43, 1347 et seq., 3313.33, 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



Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title SCHOOL SAFETY

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Last Revised April 25, 2019

8400 - SCHOOL SAFETY

The Board of Education is committed to maintaining a safe and drug-free environment in all of the District's schools. The Board believes that school crime and violence are multifaceted problems that need to be addressed in a manner that utilizes all available resources in the community through a coordinated effort of School District personnel, law enforcement agencies, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-related event or are on their way to and from school. The Board also believes that the first step in addressing school crime and violence is to assess the extent and nature of the problem(s) or threat, and then plan and implement strategies that promote school safety and minimize the likelihood of school crime and violence.

Emergency Management Plan (EMP)

To that end, the Superintendent shall develop and adopt a comprehensive Emergency Management Plan ("EMP") for each building under his/her control. In developing the EMP for each building, the Superintendent shall involve community law enforcement and safety officials (including, but not limited to, law enforcement, fire, emergency medical personnel, and any local divisions having county-wide emergency management), parents of students who are assigned to the building, and teachers and nonteaching employees assigned to the building. Each EMP shall contain the name, title (if applicable), contact information, and signature of each person involved in development of the EMP.

In developing the EMP, the Superintendent shall examine the environmental conditions and operations of each building to determine potential hazards to student and staff safety. The Superintendent shall further propose operating changes to promote the prevention of potentially dangerous problems and circumstances. The Superintendent shall incorporate remediation strategies into the EMP for any building where documented safety problems have occurred.

Each EMP will consist of four (4) parts:

- A. A single document to address all hazards that may negatively impact the school; including but not limited to active shooter, hostage, bomb threat, act of terrorism, bullying, and any other natural or manmade events that the Superintendent knew or should have reasonably known about that compromise the health or safety of students, employees, administrators, or property. The document will include:
 - 1. a hazard identification and risk analysis (i.e., a process to identify hazards and assess the vulnerability associated with each);
 - 2. an all-hazards emergency operations plan organized around five (5) mission areas: prevention, protection, mitigation, response, and recovery;

The plan shall be compliant with the National Incident Management System (NIMS).

- 3. the access and functional needs of the students, teachers, and staff;
- 4. education for students, staff, and administrators to avoid, deter, or stop an imminent crime or safety issue, threatened or actual;
- 5. procedures for notifying law enforcement, fire, EMS, emergency management, mental health, and other outside experts who could assist in responding to and recovering from an emergency;

The plan shall be updated and revised at least every three (3) years from the previous date of compliance to reflect lessons learned and best practices to continually improve the plan. The emergency management test and actual emergencies at the school buildings will be a source for lessons learned.

- 6. () the use of temporary door locking devices as permitted by law.
- B. A floor plan unique to each floor of the building.
- C. A site plan that includes all building property and surrounding property.
- D. An emergency contact information sheet.

The Superintendent shall submit an electronic copy of each EMP s/he developed and adopted to the Ohio Department of Education ("ODE") not less than once every three (3) years, whenever a major modification to the building requires changes to the procedures outlined in the EMP, and whenever the information on the emergency contact information sheet changes. No later than the date prescribed by ODE, the Superintendent shall also file a copy of the current, updated EMP with the following:

- A. each law enforcement agency that has jurisdiction over the school building; and
- B. upon request, the local fire department, emergency medical service organization, and county emergency management agency serving the area in which the building is located.

The Superintendent will also file copies of updated EMPs with ODE and the above agencies within ten (10) days after s/he adopts the revised EMPs.

The EMP is not a public record.

The Superintendent shall prepare and conduct at least one (1) annual emergency management test, in accordance with rules adopted by the Ohio Department of Education (ODE). By July 1st of every year, the Superintendent shall review the EMPs s/he previously developed and adopted, and certify in writing to the ODE that the EMPs are current and accurate.

The emergency management test must be a scheduled event; an actual emergency will not satisfy this requirement, even if an after-action report is produced. The emergency management test must be a tabletop, functional, or full-scale as defined in A.C. 3301-5-01, and each type shall be used once every three (3) years. It must include at least one (1) hazard from the hazard analysis in the EMP and at least one (1) functional content area. At least one (1) representative from law enforcement, fire, EMA, EMS, and/or behavioral health should be included.

- [✓] Students will not participate in the emergency management test.
- [] Students may participate in the emergency management test at the discretion of the Principal. In deciding whether, and to what extent, to involve students in an emergency management test, the Principal should consider what benefit student inclusion in the emergency management test may have on the student population's preparation for an emergency and to enhance the safety of students in the building. The Principal shall also consider age appropriate participation, guidance, and training in preparation for students' participation in the test.
- [] Parental consent is required prior to student participation in the emergency management test.

The Superintendent shall submit an after-action report to the ODE no later than thirty (30) days after the emergency management test documenting the following: 1) date/time/weather/length of exercise; 2) the type of discussion/operations based exercise; 3) the scenario utilized; 4) the hazard(s) utilized (including safety data sheets, as appropriate); 5) the functional content area(s) utilized; and 6) the identification of at least three (3) strengths and at least three (3) improvement areas of the EMP discovered as a result of the emergency management test.

The Superintendent shall grant access to each school building under his/her control to law enforcement personnel and any local fire department, emergency medical service organization, and/or county emergency management agency that has requested a copy of the EMP, to enable such personnel and entities to conduct training sessions for responding to threats and emergency events affecting the school building. Such access shall be provided outside of student instructional hours and the Superintendent or designee shall be present in the building during the training sessions.

Prior to the opening day of each school year, the Superintendent shall inform each enrolled student and the student's parent/legal guardian of the procedures to be used to notify parents in the event of an emergency or a serious threat to safety. Any student enrolled in the school after the annual notification and their parent/legal guardian shall be notified upon enrollment. Also, see Policy 8420 - Emergency Situations at School.

[OPTION]

Threat Assessment

The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The following threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication, Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventive or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed.

The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.

The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each Team shall be headed by the Principal and may include a school counselor, school psychologist, instructional personnel, and/or the School Resource Officer, where appropriate. At the discretion of the Superintendent, a threat assessment team may serve more than one (1) school when logistics and staff assignments make it feasible.

The Team will meet when the Principal learns a student has made a threat of violence or engages in concerning communications or behaviors that suggest the likelihood of a threatening situation.

The Team is empowered to gather information, evaluate facts, and make a determination as to whether a given student poses a threat of violence to a target. If an inquiry indicates that there is a risk of violence in a specific situation, the Team may collaborate with others to develop and implement a written plan to manage or reduce the threat posed by the student in that situation.

The Board authorizes the Superintendent to create guidelines for the purpose of:

- A. identifying team participants by position and role;
- B. requiring team participants to undergo appropriate training;
- C. defining the nature and extent of behavior or communication that would trigger a threat assessment and/or action pursuant to a threat assessment;
- D. defining the types of information that may be gathered during the assessment;
- E. stating when and how parents/guardians of the student making the threat shall be notified and involved;
- F. designating the individuals (by position) who are responsible for gathering and investigating information;
- G. identifying the steps and procedures to be followed from initiation to conclusion of the threat assessment inquiry or investigation.

Board employees, volunteers, and other school community members, including students and parents, shall immediately report to the Superintendent or Principal any expression of intent to harm another person or other statements or behaviors that suggest a student may intend to commit an act of violence.

Nothing in this policy overrides or replaces an individual's responsibility to contact 911 in an emergency.

Regardless of threat assessment activities or protocols, disciplinary action and referral to law enforcement shall occur as required by State law and Board policy.

Threat assessment team members shall maintain student confidentiality at all times as required by Board Policy 8330 - Student Records, and State and Federal law.

[END OF OPTION]

Safe and Drug-Free Schools

As a part of the EMP, the Board shall verify that it has procedures in place for keeping schools safe and drug-free that include (see also, Form 8330 F15 entitled Checklist of Policies and Guidelines Addressing Safe and Drug Free Schools):

- A. appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students;
- B. security procedures at school and while students are on the way to and from school;
- C. prevention activities that are designed to maintain safe, disciplined and drug-free environments;
- D. a code of conduct or policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:
 - 1. allows a teacher to communicate effectively to all students in the class;
 - 2. allows all students in the class the opportunity to learn;
 - 3. has consequences that are fair, and developmentally appropriate;
 - 4. considers the student and the circumstances of the situation; and
 - 5. is enforced accordingly.

Persistently Dangerous Schools

The Board recognizes that State and Federal law requires that the District report annually incidents which meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. It is further understood that the State Department of Education will then use this data to determine whether or not a school is considered persistently dangerous as defined by State policy.

Pursuant to the Board's stated intent to provide a safe school environment, the school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceed the threshold number established in State policy, the Superintendent shall

(<u>v</u>) discuss this at the annual meeting for the purpose of reviewing the EMP so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.

() convene a meeting of the building administrator, representative(s) of the local law enforcement () agency () agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

The Superintendent shall make a report to the Board about this plan of corrective action and shall recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, students attending the school shall have the choice option as provided in Policy 5113.02 and AG 5113.02.

In addition, the Superintendent shall

() discuss the school's designation as a persistently dangerous school at the annual meeting for the purpose of reviewing the EMP so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.

() convene a meeting of the building administrator, representative(s) of the local law enforcement () agency () agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

[] If a school in a neighboring district is identified as persistently dangerous and there is not another school in that district, the District will admit students from that school in accordance with Board Policy 5113.02.

Victims of Violent Crime

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State law the parents of the eligible student shall have the choice options provided by Policy 5113.02 and AG 5113.02.

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Legal R.C. 3313,536

A.C. 3301-5-01

Title IX, Section 9532 of the Elementary and Secondary Education Act, as amended

20 U.S.C. 6301 et seq.

Public Law 107-110



Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title STUDENT ABUSE AND NEGLECT

Code po8462 20211028 Revision

Status Ready for Board Review

Adopted April 26, 2012

Last Revised November 20, 2019

8462 - STUDENT ABUSE AND NEGLECT

The Board of Education is concerned with the physical and mental well-being of the students of this District and will cooperate in the identification and reporting of cases of child abuse or neglect in accordance with law.

Every Board official and employee who, in connection with his/her position, knows or suspects child abuse or neglect must immediately report that knowledge or suspicion to a public children's services or local law enforcement agency. Such reporting is required in every case that reasonably indicates that a child under the age of eighteen (18) or a physically or mentally disabled child under the age of twenty-one (21) has been abused (physically or mentally) or neglected or faces the threat of being abused or neglected.

[] The Board official and employee making the report shall also notify the appropriate administrator according to the District's Reporting Procedure for Student Abuse or Neglect.

() and shall secure prompt medical attention to any such injuries reported.

Each Principal should be mindful of the possibility of physical or mental abuse being inflicted on a student by an employee. Any such instances, whether real or alleged, should be dealt with in accordance with the administrative guidelines established by the Superintendent. Board officials and employees must report suspected abuse to a public children's services or local law enforcement agency even when the suspected abuser is another official or employee.

The identity of the reporting person shall be confidential, subject only to disclosure by consent or court order. Information concerning alleged child abuse of a student is confidential information and is not to be shared with any unauthorized person. A staff member who violates this policy may be subject to disciplinary action and/or civil and/or criminal penalties.

In accordance with law, the Board will provide appropriate instruction on personal safety and assault prevention to all students in grades K-6. In order to develop programs that are appropriate and effective, the Superintendent is authorized to consult with public and/or private agencies or individuals involved in child abuse prevention and intervention. In addition, the Superintendent shall provide a program of in service education for all nurses, teachers, counselors, school psychologists, mental health providers, and administrators who work in the District's elementary, middle, and high schools and any other personnel that the Board determines appropriate. The inservice education program will include school safety, violence prevention including human trafficking content, youth suicide awareness and prevention, prevention of child abuse, substance abuse, promotion of positive youth development, and a review of Policy 5517.01—Bullying and Other Forms of Aggressive Behavior.

In addition, the Superintendent shall provide a program of in-service education for all nurses, teachers, counselors, school psychologists, mental health providers, and administrators who work in the District's elementary, middle, and high schools and any other personnel that the Board determines appropriate. The inservice education program will include school safety, violence prevention including human trafficking content, youth suicide awareness, and prevention, prevention of child abuse, substance abuse, promotion of positive youth development, and a review of Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior.

The Board shall adopt or adapt an evidence-based awareness and prevention curriculum approved by the Ohio Department of Education (ODE), or alternatively will utilize a suicide awareness and prevention curriculum that has been developed in consultation with public or private agencies/persons involved in youth suicide awareness and prevention and that has been approved by the ODE.

[] The Board shall adopt or adapt the suicide awareness and prevention curriculum developed by the Ohio Department of Education (ODE).

[] The Board shall develop the suicide awareness and prevention curriculum in consultation with public or private agencies or persons involved in youth suicide awareness and prevention programs.

The in-service education provided to middle and high school employees shall include training in the prevention of dating violence.

All newly-employed mental health providers, nurses, teachers, counselors, school psychologists, and administrators who work in the District's elementary, middle and high schools shall complete at least four (4) hours of in-service training within two (2) years of the date of employment.

Additional training must occur every two (2) years thereafter for suicide awareness and prevention, and every five (5) years thereafter for school safety, violence prevention, prevention of child abuse, prevention of substance abuse and promotion of positive youth development.

The District shall be registered with the SaferOH tip line operated by the Department of Public Safety, or shall enter into an agreement with an anonymous reporting program selected by the Board that meets the requirements set forth in law (R.C. 3313.6610).

The District shall submit data to the Ohio Department of Education (ODE), in a manner prescribed by the Department, and to the Department of Public Safety at the end of the first full school year of the District's participation in the anonymous reporting program, and at the end of each school year thereafter, disaggregated by the school.

The data shall be considered records and are not public records under R.C. 149.433.

The Superintendent will promote and inform students about the selected program and its reporting methods.

A law enforcement officer or children's services agency investigating child abuse or neglect may interview a student on school grounds only in accordance with Board Policy 5540.

R.C. 1149.433, 3319.321, 3313.6610 R.C. 2151.421, 3313.60, 3319.073 20 U.S.C. 1232q

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Legal R.C. 1149.433, 3319.321, 3313.6610

R.C. 2151.421, 3313.60, 3319.073

20 U.S.C. 1232g



Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title TRANSPORTATION

Code po8600 20211028 Revision

Status Ready for Board Review

Adopted October 23, 2012

Last Revised April 8, 2021

8600 - TRANSPORTATION

It is the policy of the Board of Education to provide transportation for those students whose distance from their school makes this service necessary within the limitations established by State law. Such laws and rules shall govern any question not covered by this policy.

School buses shall be purchased, housed, and maintained by the Board for the transportation of resident students between their home areas and the schools of the District to which they are assigned or to their nonpublic or community schools. The Superintendent may substitute smaller buses for reasons of economy or efficiency of operation.

Children living beyond the following walking limits shall be entitled to bus transportation:

- A. Kindergarten at Noon 1.5 miles
- B. Kindergarten in Morning, or afternoon 1.5 miles
- C. Grades 1 through 6 1.5 miles
- D. Grades 7 through 12 1.5 miles

Exceptions to the foregoing limits may be made in the case of a temporarily or permanently-disabled child who has been so certified by a physician and in the case of adverse safety conditions.

Transportation of eligible vocational or special education children between their home areas and schools outside the District shall be arranged through the use of Board-owned vehicles, through cooperation with other districts, through commercial carriers, and/or by other means in the most efficient and economical manner. The governing authority of a community school shall provide or arrange for transportation free of charge for any eligible special education student enrolled in the community school for whom the student's individualized education program specifies transportation.

Transportation to and from school shall be provided for each student residing in the District and attending a State-chartered nonpublic school that is located within the thirty (30) minute travel limitation established by State law on the same basis as established for resident students as set forth above. Transportation shall be provided each day in which the nonpublic school is open with students in attendance (excluding Saturdays and Sundays except by agreement between the entities). Chartered nonpublic school students who are transported by the Board may be assigned to ride on buses upon which resident students are also assigned.

Furthermore, transportation to and from school shall be provided for each native student (i.e., student entitled to attend school in the District under R.C. 3313.64 or R.C. 3313.65) attending an approved community school for each day in which the school is open and students are in attendance (excluding Saturdays and Sundays except by agreement between the entities). However, if that community school is located outside the District, transportation will only be provided consistent with the thirty (30) minute

travel limitation established by State law. Native students attending an approved community school located within the District will be provided transportation on the same basis as established for resident students set forth above. Students transported to an approved community school may be assigned to ride on buses upon which resident students are also assigned.

Transportation of eligible nonpublic or community school children between their home areas and schools shall be arranged through the use of District-owned vehicles, through cooperation with other districts, through commercial carriers, and/or by other means in the most efficient and economical manner. However, if the Board determines that said transportation is impracticable, then the parent(s) shall be provided payment in lieu of transportation at the amount established by State law, unless otherwise directed by action of the State Board of Education. The Board will not provide or arrange for transportation of students enrolled in kindergarten through eighth grade using mass transit system vehicles unless the Board and the community/nonpublic school have entered into an agreement authorizing this mode of transportation which is approved by both entities in advance. Students enrolled in ninth grade or above may be transported on vehicles operated by a mass transit system provided that the route does not require more than one transfer.

Upon receipt from the community/nonpublic school of the official start and end times of school for the upcoming year, the District will develop and provide a transportation plan which includes transportation routes and schedules for eligible students. The plan will be provided within sixty (60) days after receiving the start and end time, or when possible by the first day of August in the event the Board is not notified of start and end times by the deadline of April 1st. For eligible students who enroll after July 1st but before the start of the school year, a transportation plan will be developed within fourteen (14) business days after receiving a request for transportation.

The Superintendent may determine that it is impracticable to transport a student to a community or nonpublic school after considering the factors enumerated under State law. The determination for payment-in-lieu will be made at least thirty (30) calendar days prior to the District's first day of student instruction, or no later than fourteen (14) calendar days if a student is enrolled less than thirty (30) days prior to the first day of instruction or after the start of the school year, and must be formalized through a resolution passed by the Board at its next scheduled an upcoming meeting. If transportation is determined to be impracticable, the Board will issue a letter to the student's parent/guardian, the community or nonpublic school, and the State Board of Education detailing the reason(s) why the determination was made. Parent(s)/guardians shall be provided payment-in-lieu of transportation at the amount established by State law, unless otherwise directed by action of the State Board of Education. Parents/guardians may authorize the community or nonpublic school where their student is enrolled to act on their behalf at any time after requesting transportation.

The Board will not be required to provide transportation for any native student enrolled in a community school if the Board has entered into an agreement with the governing authority of the community school that designates the community school as responsible for providing or arranging the transportation of the District's native students to and from the community school and is certified by the State Board of Education as having met certain requirements established by State law. The governing authority of a community school must provide or arrange for transportation in a manner that is comparable to the transportation that the District provides or arranges for its native students of the same grade level and distance from school who are enrolled in the District. Also, the governing authority must provide or arrange for the transportation under such agreement free of charge for each of its enrolled students who are eligible to be transported in accordance with R.C. 3327.01 or who would otherwise be transported by the District under the District's transportation policy. If the Board enters into an agreement with the governing authority regarding the transportation of the District's native students, the State Board of Education shall make payments to the community school in accordance with the terms of the agreement for each student actually transported.

Likewise, the Board will not be responsible for providing transportation for any native student enrolled in an approved community school if the governing authority of the community school submits a written notification to the Board, by a date prescribed by the State Board of Education, stating that the governing authority will accept responsibility for providing or arranging for the transportation of the District's native students to and from the community school. The governing authority's unilateral acceptance of the responsibility to provide transportation must cover the entire school year, and shall remain in effect for subsequent school years unless the governing authority submits written notification to the Board relinquishing the transportation responsibility. However, the governing authority cannot relinquish the transportation responsibility before the end of the school year, and shall submit such notice by a date prescribed by the State Board of Education in order to allow the District a reasonable period of time to prepare for the transportation of its native students enrolled in the community school. If the governing authority unilaterally accepts the transportation responsibility, the State Board of Education shall make payments to the community school for each student actually transported calculated in accordance with existing State law governing the calculation of transportation payments to the District from the State and any rules implemented by the State Board of Education and that otherwise would be paid to the District.

Bus routes shall be established so that an authorized bus stop is available within reasonable walking distance of the home of every transported resident student. The Board shall approve the bus routes annually. The Superintendent is authorized to make any necessary changes in the approved route and shall inform the Board at the next regular meeting. Students receiving transportation will be delivered to school no sooner than thirty minutes before the start of school and will be picked up no later than thirty (30) minutes after dismissal.

The Board authorizes the installation and use of video, <u>including audio</u>, recording devices in the school buses to assist the drivers in providing for the safety and well-being of the students while on a bus.

Students meeting the Federal definition of homeless will be transported from their temporary place of residence to their school of assignment, at the request of the parent, guardian or unaccompanied minor, to the same extent as all other students of the District and consistent with this Policy. If the homeless student's temporary residence is located outside the boundaries of the District, the Liaison for Homeless Children will coordinate with the Director of Transportation to contact the district in which the student temporarily resides to arrange for joint transportation of the student and to seek inter-district agreement on a method for apportioning the cost of such joint transportation. In no event will a homeless student be denied enrollment based on issues related to student transportation.

The Superintendent shall be responsible for developing and implementing appropriate administrative guidelines for this policy.

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Legal R.C. 3313.66, 3314.09, 3314. 091, 3319.41, 3327.01 et seq., 4511.01 (F)

R.C. 4511.75 et seq.

A.C. 3301-51-10, 3301-83-01 et seq., 3301-83-08

42 U.S.C. 11431 et seq.



Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title NONROUTINE USE OF SCHOOL BUSES

Code po8651 20211028 Revision

Status Ready for Board Review

Adopted October 23, 2012

8651 - NONROUTINE USE OF SCHOOL BUSES

The Board of Education will permit the school buses owned or leased by this District to be used for purposes other than regularly-scheduled routes to and from school in accordance with law and rules of the State, provided such trips do not interfere with routine school transportation services.

The costs of nonroutine transportation shall be reimbursed to the District in accordance with administrative guidelines.

Buses must be operated on nonroutine trips by the holder of a valid Ohio school bus driver's license who has been approved by the Board. Drivers shall be selected for nonroutine trips by the ______ on the basis of their knowledge, skill, and experience in operating a bus in the area to be traveled as well as their familiarity with the vehicle selected for use.

The Superintendent shall develop administrative guidelines which should include provision for insurance coverage and the requirement that chaperones accompany each school bus trip involving school age passengers whose responsibility it will be to assist the staff member(s) in maintaining passenger control and in enforcing procedures for the safety of all passengers.

The nonroutine use of buses shall be defined for purposes of this policy as those uses which are specified in R.C. 3327.018 and A.C. 3301-83-16.

A. Use of Buses for School Activities

Buses operated on nonroutine trips involving school activities will be operated by the holder of a valid Ohio school bus driver's license who has been approved by the Board. Drivers shall be selected for nonroutine trips by the Transportation Director or designee on the basis of their knowledge, skill, and experience in operating a bus in the area to be traveled as well as their familiarity with the vehicle selected for use. The Superintendent shall require that nonroutine use of school buses shall include provision for insurance coverage and the requirement that chaperones accompany each school bus trip involving school-age passengers whose responsibility it will be to assist the staff member(s) in maintaining passenger control and in enforcing procedures for the safety of all passengers.

B. Use of Buses by Authorized Entities During Emergencies

The Board may enter into a written agreement with a local, State or Federal government entity or agency, or a public or private nonprofit entity to operate its buses for the purpose of assisting the entity in fulfillment of legitimate activities during times of emergency. The agreement shall not be considered commerce as defined under State and Federal law. All State Board of Education regulations governing the operation of school buses when transporting students shall apply during such use, including the requirement that drivers hold proper certification to drive a bus. The Board will procure liability and property damage insurance to cover all vehicles used and passengers transported under these agreements. The Board may seek reimbursement for the costs of nonroutine transportation, which will not exceed the cost of operation and insurance coverage.

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Legal R.C. 3327.018

A.C. 3301-83-16



Book Policy Manual

Section Vol. 40, No. 1 - August 2021

Title BONDING

Code po8740_20211028_Revision

Status Ready for Board Review

Adopted April 26, 2012

8740 - **BONDING**

The Board of Education recognizes that prudent trusteeship of the resources of this District dictate that employees responsible for the safekeeping of District monies

(√) and property

be bonded or alternatively be covered by an insurance policy issued by a Board-approved and accredited insurance carrier or joint self-insurance pool.

An insurance policy must cover the Board from losses caused by the fraudulent or dishonest actions of and the failure to perform a duty prescribed by law of the employee. Coverage must be equal to or greater than the amount required by the Board for a surety bond.

The District shall be indemnified against loss of money

(√) and property

by bonding of employees holding the positions and in the amounts determined by the Board or by providing adequate coverage through issuance of an insurance policy.

[___] All other employees handling money shall be covered under a blanket bond or insurance policy to an amount determined by the Board.

The Board shall bear the cost of <u>insuring or</u> bonding each employee required to be <u>covered</u> by this policy.

R.C. 3.061

R.C. 3313.25, 3313.83, 5705.412

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Legal R.C. 3.061

R.C. 3313.25, 3313.83, 5705.412



Five-Year Forecast Financial Report

November 2021

General Fund

Fiscal Years ended June 30, 2019, 2020, 2021 Forecasted Fiscal Years ending June 30, 2022 through 2026

> Presented by: Emily Hatfield, Treasurer/CFO



Table of Contents

	<u>Page</u>
Table of Contents	
Forecast Summary	1
Revenue Sources and Forecast Year-Over-Year Projected Overview 1.010 - General Property Tax (Real Estate) 1.020 - Public Utility Personal Property 1.035 - Unrestricted Grants-in-Aid	2 3 4 4
1.040 & 1.045 - Restricted Grants-in-Aid 1.050 - Property Tax Allocation 1.060 - All Other Operating Revenues 2.070 - Total Other Financing Sources	7 8 8
Expenditures Overview	9
3.010 - Personnel Services	10
3.020 - Employee Benefits	11
3.030 - Purchased Services	12
3.040 - Supplies and Materials	13
3.050 - Capital Outlay	14
3.060 - 4.060 - Intergovernmental & Debt	14
4.300 - Other Objects	15
5.040 - Total Other Financing Uses	16
Five Year Forecast	17
Pick Assessment & Supplemental Information	18

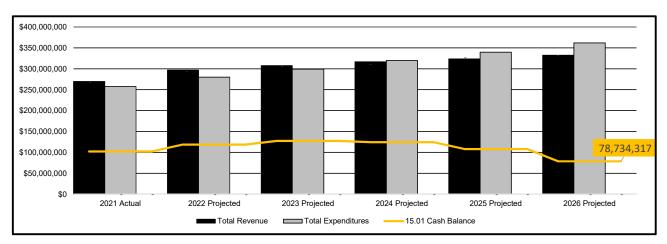
Forecast Purpose/Objectives

Ohio Department of Education's purposes/objectives for the five-year forecast are:

- 1. To engage the local board of education and the community in the long range planning and discussions of financial issues facing the school district.
- 2. To serve as a basis for determining the school district's ability to sign the certificate required by O.R.C. §5705.412, commonly known as the "412 certificate." This certificate provides assurance of adequate funds to pay expenditures.
- 3. To provide a method for the Department of Education and Auditor of State to identify school districts with potential financial problems.

Forecast Methodology - This forecast is prepared based upon historical trends and current factors. This information is then extrapolated into estimates for subsequent years. The forecast variables can change multiple times throughout the fiscal year and while cash flow monitoring helps to identify unexpected variances no process is guaranteed. The intent is to provide the district's financial trend over time and a roadmap for decisions aimed at encouraging financial sustainability and stability.

Forecast Summary



Cash balance is not reduced for encumbrances.

Financial Forecast	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026
Beginning Balance	105,102,116	121,822,759	130,524,231	127,561,011	111,410,719
+ Revenue	296,795,848	307,673,826	316,733,263	323,442,967	332,409,532
- Expenditures	(280,075,205)	(298,972,354)	(319,696,483)	(339,593,259)	(361,885,933)
Revenue Surplus or (Deficit)	16,720,643	8,701,472	(2,963,220)	(16,150,292)	(29,476,401)
Encumbrances	3,000,000	3,050,000	3,100,000	3,150,000	3,200,000
Ending Cash Balances	118,822,759	127,474,231	124,461,011	108,260,719	78,734,317
Days Cash on Hand	155	156	142	116	79

Summary - The graph and table above provide a summary of the fiscal data of the Five-Year Forecast. The District provides an update to this document each May and November so that District leadership and the community gain an understanding of the District's ability to fiscally support operational needs through General Funds. Additional funds are reported in Board Monthly financial Reports and the District Comprehensive Annual Financial Report. Each forecast is filed with the Ohio Department of Education per Ohio Revised Code. Questions regarding this forecast may be directed to Treasurer/CFO of the District. Contact information is provided to the reader on the closing page.

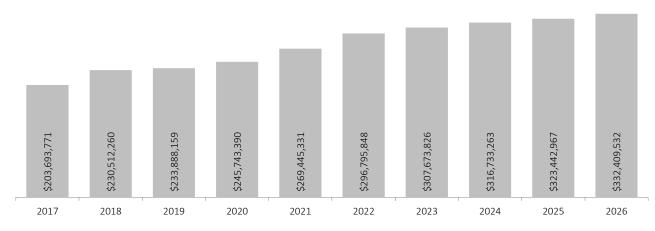
This forecast includes changes in State Funding revenue related to the implementation of the Fair School Funding Plan. It also includes costs related to opening 2 new elementary and 1 new middle school. While construction is supported by 'no new millage' voted bond debt, operational costs are included in this forecast. Details regarding these matters may be found throughout the forecast notes

Enrollment - A key driver of the forecast is student enrollment. Student enrollment drives decisions surrounding staffing levels and facility needs. The following table shows the current enrollment projections approved by the Board of Education October 2021. The enrollment forecast indicates that pre-kindergarten through twelfth grade enrollment will grow from 22,573 students to 24,273 students by the end of the forecast. This is a growth of 1,700 students, nearly the average size school district in Ohio.

		Fiscal Years							
Projected Enrollment	2022	2023	2024	2025	2026				
Pre-kindergarten	430	505	517	528	539				
Kindergarten-fifth grades	9,803	9,973	10,209	10,505	10,754				
Sixth-eighth grades	5,188	5,304	5,451	5,486	5,552				
Nineth-twelfth grades	7,152	7,185	7,188	7,259	7,428				
K-12 Totals	22,143	22,462	22,848	23,250	23,734				
Pre-K to 12 Totals	22,573	22,967	23,365	23,778	24,273				

Fiscal Efficiency and Academic Excellence - The District is continually working to maximize learning for every student while maintaining fiscal responsibility as evidenced by our cost per pupil continuing to rank near the lowest in central Ohio. Olentangy's FY20 cost per pupil was \$11,876 while comparable district per pupil expenditures and the state average per pupil expenditure were higher at \$12,704 and \$12,692 respectively (District Profile Report FY20). At the same time, Olentangy's academic performance index ranks third highest in central Ohio, and twenty-second for the entire state (State Report Card FY19). Strategic planning provides District leadership with objectives that lead to moderate expenditure increases, while improving academic performance.

Revenue Sources and Forecast Year-Over-Year Projected Overview



Sources of Revenue Over Time 100.0% 90.0% 80.0% 68.4% 66.1% 70.0% 60.0% 50.0% 40.0% 30.0% 20.0% 13.4% 11.5% 5.9% 6.6% 6.8% 6.2% 5.6% 10.0% 0.0% 0.0% 0.0% 0.0% 0.0% Real Estate **Public Utility** Income Tax State Funding Prop Tax Alloc All Othr Op Rev Other Sources **2021 2026**

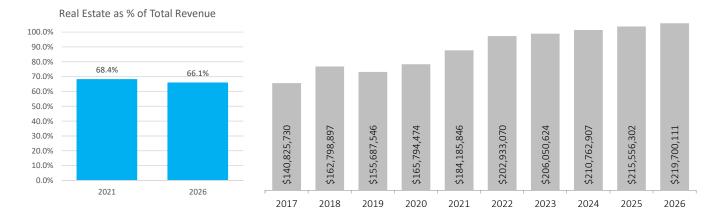
Olentangy Schools continues to be a locally funded district. As a locally funded district, Olentangy relies on local tax revenue to sustain operations. HB920 governs the collection of local tax dollars. Due to the effect of HB920, an increase or decrease in valuation will affect our un-voted or inside, millage. This means that if total valuations increase, revenue from our five (5) inside mills will increase and vice versa, if valuations decrease. Additionally, HB920 causes the District's voted, or outside, millage to adjust so that the District does not receive more or less revenue than the voted mills provided when approved by the voters. The majority of the District's millage is outside millage. The Treasuer's page of the District website provides additional information regarding the effect of HB920 and residential real estate tax collection. Please visit the District's site at www.olentangy.k12.oh.us.

State legislators introduced a new funding model in this biennium budget. The Fair School Funding Plan (FSFP) establishes a base cost model for funding students where they are educated. The orginal proposal for this funding model included a six-year phase-in of funding. Legislation passed a two-year phase-in of the model within this biennium budget. Advocacy efforts will focus on full implementation of the plan by fiscal year 2027, mirroring the six-year phase-in. Small estimations averaging 2% annual growth have been used for fiscal years 2024-2026 of this five-year forecast.

Restricted growth of real estate tax collections and inadequate State funding lead the District to consider when, not if, future levy campaigns will occur. The District continues to monitor unreserved cash balances in the forecast, as well as facility needs, to identify when the need for additional operational funds will occur. At this time, the District will be able to surpass its 3-year levy campaign promise of the 7.4 mill March 2020 ballot. Cash reserves exceed informal policies of maintaining 60 to 90 days of operating cash balance in FY2026.

1.010 - General Property Tax (Real Estate)

Revenue collected from taxes levied by a school district by the assessed valuation of real property using effective tax rates for class I (residential/agricultural) and class II (business).



Change in new construction, Board of Revision (BOR) cases, collection splits, delinquencies, reappraisals, etc. could have a significant dollar impact on the forecast. Inflationary, reapraisal, and BOR cases are affected by HB290 as previously discussed. The forecast assumes that growth in new residential and commercial real estate will continue at a gradual rate. Collection rates are estimated to trend down slightly as we continue to experience the economic impact of the pandemic.

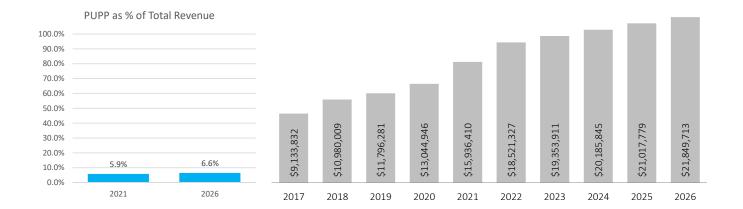
The District continues to have conversations with the Delaware County Auditor concerning these matters. The Delaware County Auditor conducted a reappraisal of existing property values in the triennial update in 2017, resulting in an above average increase of 11.4% in property valuations across the community. The 2020 reappraisal by Delaware County Auditor resulted in valuation percentage change of 12%. First half collections of the 2020 tax revenue occurred in January through March of 2021.

Percentage of Valuation Changes	Projected Collection Years						
	2021	2022	2023	2024	2025		
Residential							
Inflation/Reappraisal/BOR	10.1%	0%	0%	9.95%	0%		
New Construction	2%	2%	2%	2%	2%		
Commercial							
Inflation/Reappraisal/BOR	2%	0%	0%	1.63%	0%		
New Commercial	2%	2%	2%	2%	2%		

Values, Ta	x Rates and Gross Co	Gross Collection Rate					
Tax Yr	Valuation	Value Change	Class I Rate	Change	Class II Rate	Change	Including Delinquencies
2020	4,495,761,320	443,887,130	48.11	-	55.54	-	99.2%
2021	4,594,414,264	98,652,944	47.95	(0.16)	55.77	0.23	99.3%
2022	4,699,414,264	105,000,000	47.74	(0.21)	55.77	-	99.3%
2023	5,211,914,264	512,500,000	43.88	(3.86)	54.96	(0.81)	99.3%
2024	5,320,464,264	108,550,000	43.78	(0.10)	54.96	-	99.3%
2025	5,434,964,264	114,500,000	43.69	(0.10)	54.96	(0.00)	99.3%

1.020 - Public Utility Personal Property

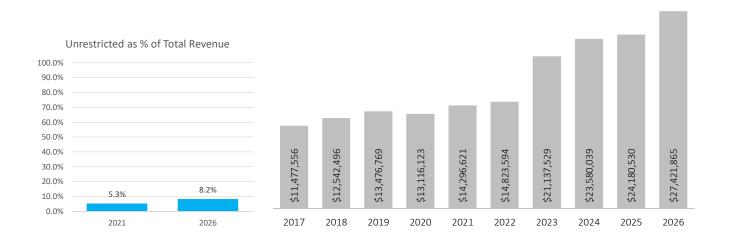
Revenue generated from public utility personal property valuations multiplied by the district's full voted tax rate.



Values and Ta	ıx Rates				Gross Collection Rate
Tax Year	Valuation	Value Change	Full Voted Rate	Change	Including Delinquencies
2020	217,639,750	36,020,870	83.20	7.40	100.0%
2021	227,639,750	10,000,000	83.20		100.0%
2022	237,639,750	10,000,000	83.20	-	100.0%
2023	247,639,750	10,000,000	83.20	-	100.0%
2024	257,639,750	10,000,000	83.20	-	100.0%
2025	267,639,750	10,000,000	83.20	-	100.0%

1.035 - Unrestricted Grants-in-Aid

Funds received through the State Foundation Program with no restriction.

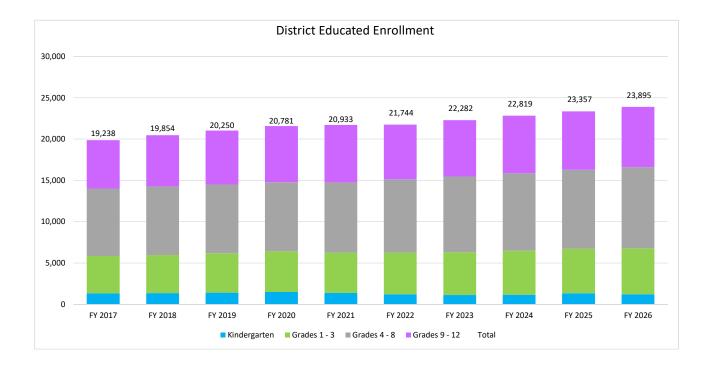


1.035 - Unrestricted Grants-in-Aid, Continued

Beginning in FY 2022 Ohio adopted the Fair School Funding Plan (FSFP). Funding is driven by a base cost methodology that incorporates the four components identified as necessary to the education process. The calculation uses enrolmment and student demographics to determine cost for teachers, other staff, supplies, etc. The Base Cost is currently calculated for two years using a statwide average from historical actual data. For Olentangy Local School District the calculated Base Cost total is \$149,639,524 in FY 2022.

Once the base cost is calculated a local per pupil (pp) share is calculated based upon the district's capacity to pay. A state share percentage of the base cost is then determined based upon the remaining portion of total base cost. The Fair School Funding Plan (FSFP) relies upon a calculation of base cost to educate a student that is unique to each district. The state's share of the calculated Base Cost total is \$35,621,888 or \$1,638 per pupil.

Perhaps one of the biggest changes that Ohio made to per pupil funding is the definition of enrollment. Starting in FY 2022 Ohio will use "district educated" enrollment which is comprised of resident students attending and open enrollment "in" students. Olentangy Schools does not accept open enrollment "in" students. In prior funding formulas the district total/ formula ADM was used to calculated state funding.

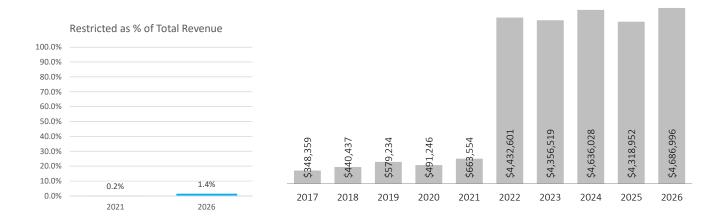


The FSFP change to district educated enrollment will reduce funded enrollment by approximately \$160,000, but also reduce tuition cost. In FY 2021, the district had approximately \$1,684,305 in possible tuition cost reductions. These reductions will be reflected in the purchased services expenditure note.

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1.040 & 1.045 - Restricted Grants-in-Aid

Funds received through the State Foundation Program or other allocations that are restricted for specific purposes.

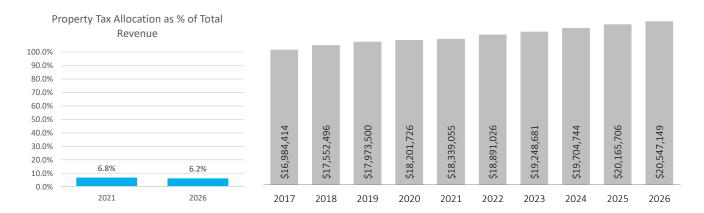


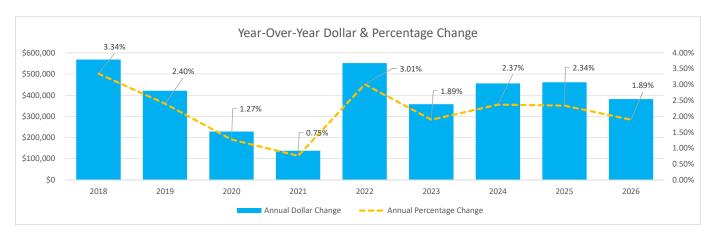
Restricted aid is the portion of state per pupil funding that must be classifed as restricted use. Historically the district's restricted state aid changed annually on average by \$74,372 and is projected to change annually on average by \$804,688. Restricted funds represent 0.25% of total revenue. Starting in FY 2022 the district's Success & Wellness funding is considered restricted, the state's share of this funding is recorded as restricted is \$1,737,384. This funding has implications on general fund expenditures in that certain spending now occurring in a fund external to the general fund could shift to the general fund. The expenditures in this forecast are adjusted to reflect this change.

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1.050 - Property Tax Allocation

Includes funds received for Tangible Personal Property Tax Reimbursement, Electric Deregulation, Homestead and Rollback.

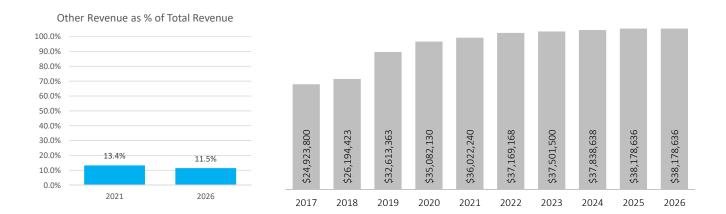




Property tax allocation primarily consists of reimbursements from the state of Ohio for local taxpayer credits or reductions. The state reduces the local taxpayer's tax bill with a 10% rollback credit, and 2.5% owner-occupied rollback credit, plus a homestead credit for qualifying taxpayers. In FY 2022, approximately 9.2% local residential property taxes will be reimbursed by the state in the form of rollback credits and approximately 0.6% will be reimbursed in the form of qualifying homestead exemption credits.

1.060 - All Other Operating Revenues

Operating revenue sources not included in other lines; examples include tuition, fees, earnings on investments, rentals, and donations.



Other revenue includes tuition received by the district for non-resident students educated by the district. It also includes interest income, payments in lieu of taxes, and miscellaneous revenue. The historical average annual change was \$3,275,939. The projected average annual change is \$431,279 through FY 2026.

2.070 - Total Other Financing Sources

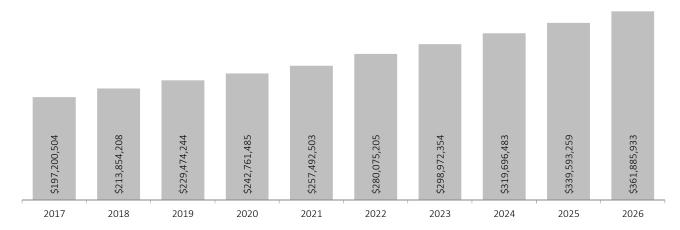
Includes proceeds from sale of notes, state emergency loans and advancements, operating transfers-in, and all other financing sources like sale and loss of assets, and refund of prior year expenditures.

		FORECASTED					
	2021	2022	2023	2024	2025	2026	
Transfers In	-	-	-	-	-	-	
Advances In	-	-	-	-	-	-	
All Other Financing Sources	1,605	25,062	25,062	25,062	25,062	25,062	

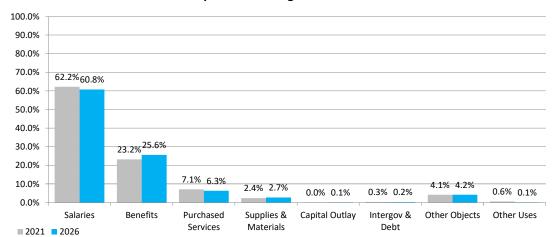
Other sources includes revenue that is generally classified as non-operating. Return advances-in are the most common revenue source. The district also receives other financing sources such as refund of prior year expenditures in this category. The district is projecting that all other financing sources will be \$25,062 in FY2022 and average \$25,062 annually through FY2026.

Each year, FY2020 and FY2021, the district transfered \$1.5 million General Funds to the Food Service fund to support pandemic related revenue loss. The district will monitor the Food Service fund this fall and winter to establish a sustainable return of General Funds. Transfers In will be reflected in the Spring 2022 forecast update. Prior year Transfers Out may be found in note 5.040 - Total Other Financing Uses.

Expenditure Categories and Forecast Year-Over-Year Projected Overview



Expenditure Categories Over Time

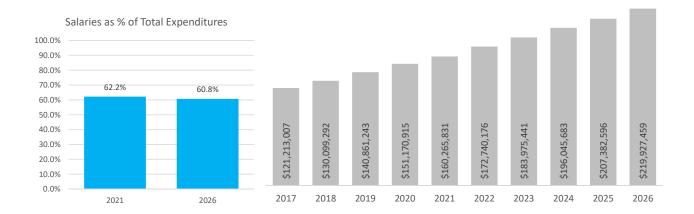


3-Year Historical Actual Average Annual Dollar Change Compared to 5-Year Projected

compared to 5 real riojected				-
	Historical	Projected	Projected	Total expenditures increased 5.98% or \$14,546,099 annually during
	Average	Average	Compared to	the past five years and is projected to increase 8.11% or \$20,878,686
	Annual	Annual	I Dealer of a set	annually through FY2026. Benefits has the largest projected
	Change	Change	Variance	1
Salaries	\$10,055,513	\$11,932,325	\$1,876,812	average annual variance compared to the historical average at
Benefits	\$2,662,917	\$6,571,264	\$3,908,347	
Purchased Services	\$1,365,454	\$947,367	(\$418,087)	
Supplies & Materials	\$35,365	\$718,467		Increasing expenditure trends include the opening of three new
Capital Outlay	(\$114,653)	\$74,489		schools; Shale Meadows Elementary School opening in FY2022, one
Intergov & Debt	\$263,509	(\$0)	(\$263.509)	asidala ashaal ananing in EV2024 and a assaud nous clamantan.
Other Objects	(\$222,006)	\$874,773	\$1,096,779	middle school opening in FY2024, and a second new elementary
Other Uses	\$500,000	(\$240,000)	(\$740,000)	opening in FY2026. The second new elementary opening will be
Total Average Annual Change	\$14,546,099	\$20,878,686	\$6,332,587	delayed from FY2024 to FY2026 as the district further studies the
•	5.98%	8.11%	2.13%	impact of the pandemic on elementary enrollment.

3.010 - Personnel Services

Employee salaries and wages, including extended time, severance pay, supplemental contracts, etc.



Enrollment projections support the need for additional facilities. Because of that, the district passed a 'no new millage' bond issuance as a part of the March 2020 ballot. Opening new buildings adds additional staffing needs beyond what is needed for enrollment growth. Examples of those positions include office staff, custodial staff, art teacher, music teacher, guidance counselor, etc. Current staffing estimations include staffing needed for enrollment growth as well as opening two elementary schools and one middle school.

Classroom ratios for hiring purposes are 25:1 at the middle school/high school level and 24:1 at the elementary level. Note that certified staff also includes specialized staff such as intervention specialists, media specialists, guidance counselors, nurses, gifted specialists, literacy support, etc. which decreases the classroom ratios.

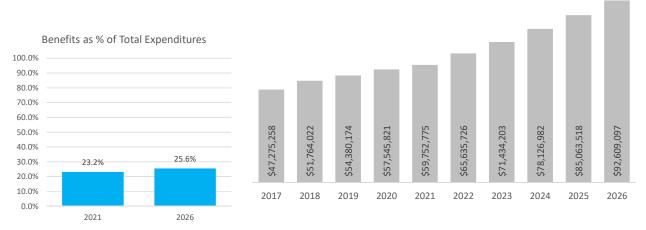
	Fiscal Years								
Staffing Projections	2022	2023	2024	2025	2026				
Number of buildings	26	26	27	27	28				
Certified Staff	1,489	1,521	1,565	1,589	1,628				
Classified Staff	897	914	934	950	969				
Administrative Staff	123.0	133.0	139.5	142.0	143.5				
Pupil Teacher Ratios	14.88	14.77	14.60	14.63	14.58				

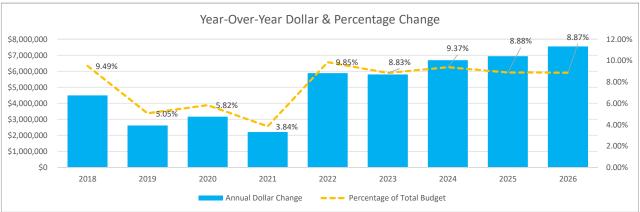
The District has four unions: Olentangy Teachers Association (OTA), Ohio Association of Public School Employees (OAPSE) Local 322 for bus drivers and OAPSE local 039 for custodial, maintenance, and field service technicians and OAPSE Local 222 for intervention aides. Previous negotiations with OTA and OAPSE 322 and 039 groups resulted in the passage of a 3-year contract with each union. Negotiations included base increases of 2.5% for each of the three years, as well as health insurance plan concessions. Those contracts were extended one year, expiring June 30, 2022. Negotiations with OASPE 222 created a separate pay column for intervention aides, adding approximately \$200,000 to FY2021. Base increases of 2.5% were approved by the Board of Education March 2021. A base increase of 2% is included for FY2023 through FY2026. Step increases average 2.7% in FY2021 through FY2026.

In addition to base and step increases, certified staff can increase their salaries by increasing their education (a Bachelor's Degree to Master's Degree, etc.). This cost will continue to increase over the years as the number of employees continues to grow.

3.020 - Employees' Benefits

Retirement for all employees, Workers Compensation, early retirement incentives, Medicare, unemployment, pickup on pickup, and all health-related insurances





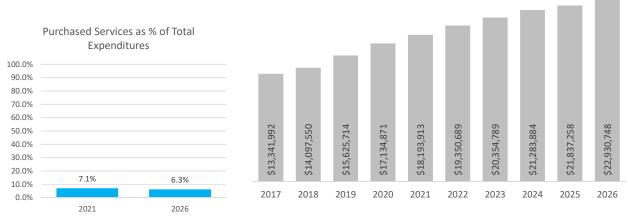
Ohio Revised Code (ORC) governs participation in the State Retirement systems (STRS and SERS). ORC also governs employer liability by setting the rate of 14% of total payroll expenditures. Also included in this line is the District paid employee contribution portion of retirement (pick-up on the pick-up) for all administrative staff. SERS charges a surcharge for any employee earning less than \$19,600 per year (decreased from \$22,600 of prior years). The District is liable for retirement contributions related to the difference between that surcharge amount and the employees' actual earnings. There is a statewide limit of total qualified payroll of 1.5% for all employers, generating approximately \$350,000 to \$450,000 in additional expense to the District. The SERS Board dictates the amount of surcharge due. The District has no control over these rates. Retirement benefits equate to approximately 40% of total benefit costs.

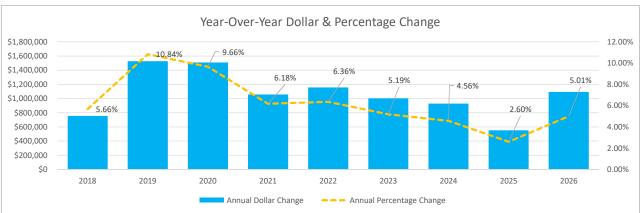
Insurance premiums are another significant cost within this category. The District incurred a 2.5% increase in premiums for calendar year 2021 and a 5.0% increase in premiums for calendar year 2022. These increases are trending on the positive end of the normal market range for a self-insured District of our size. Premium rates reflect the continued work of the District to manage expenditures through employee education of plan utilization and request for proposals to ensure competitive market rates for services. Market trend increases of 8% have been included in FY2023 through FY2026 based on estimates from the District's insurance broker. Additional staffing and plan enrollment changes impact costs in this category. Changes in these trends may cause adjustments to future assumptions. Medical insurance equates to approximately 51% of total benefits costs.

Participation in district medical insurance also continues to experience enrollment of 60/40 percent in the HDHP and PPO plans respecitively. This continues to support greater consumerism by plan enrollees. Claims costs were lower than average during the height of the pandemic (calendar years 2020-2021). Costs are beginning to rise as members begin to use services again. District leadership anticipates this spike in claims will plateau within 2021 then return to historical increases in costs.

3.030 - Purchased Services

Amounts paid for personal services rendered by personnel who are not on the payroll of the school district, expenses for tuition paid to other districts, utilities costs and other services which the school district may purchase.





Perhaps one of the biggest changes that Ohio made to per pupil funding is the definition of enrollment. Starting in FY 2022 Ohio will use "district educated" enrollment which is comprised of resident students attending and open enrollment "in" students. Olentangy Schools does not accept open enrollment "in" students. Prior funding formulas the district total/ formula ADM was used to calculated state funding.

This change, reduces net state funding because the district is no longer receiving funding for community school, scholarship students, etc. However, the district will not be expensing tuition to pay for these students and therefore cost will be lower.

The tuition the district was paying as transfers to others will be eliminated, decreasing FY2022 expenditures. This table provides a conceptual result of the potential impact using FY2021 state funding data.

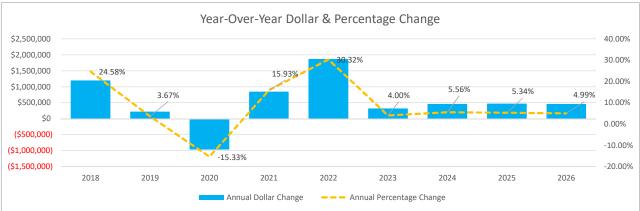
	FY 2021
	ODE SFPR
Community School	(\$1,341,293)
Stem School	(\$121,974)
Open Enrollment Out	(\$221,038)
Total	(\$1,684,305)
-	

Purchased services also includes various contracted services such as utilities, legal fees, liability insurance, professional development, data processing, and substitute teachers hired through the Educational Service Center of Central Ohio Council of Governments. The district is anticipating an upward trend in these expenditures as it returns to a full in-person learning model this year (FY2022). Decreases in tuition expenses will offset increases in contracted services, contributing to the downward year over year trend.

3.040 - Supplies & Materials

Expenditures for general supplies, instructional materials including textbooks and media material, bus fuel and tires, and all other maintenance supplies.





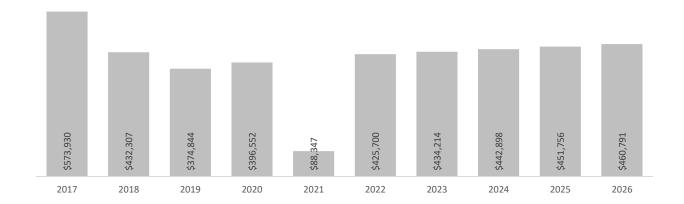
Supplies & Materials represent 2.40% of total expenditures and increased at a historical average annual rate of 0.60%. This category of expenditure is projected to grow at an annual average rate of 8.11% through FY 2026. The projected average annual rate of change is 7.51% more than the five year historical annual average.

General supplies include materials for classrooms, office, clinics, software items, computer supplies, fuel and other general items. Textbook (traditional and electronic) adoption costs vary depending on the applicable course subject.

Supplies and material increases in FY2021 and beyond reflect the change in expending General Funds versus the use of Federal funds. Federal dollars includes traditional grant dollars as well as COVID-19 funding. The district is expecting to see increased costs in fuel due to full in-person attendance and return of extra academic and atheletic trips.

3.050 - Capital Outlay

This line includes expenditures for items having at least a five-year life expectancy, such as land, buildings, improvements of grounds, equipment, computers/technology, furnishings, and buses.



Capital Outlay represents 0.00% of total expenditures. Expenditures are extraordinarily low for a district the size of Olentangy. The District funds capital expenditures through Permanent Improvement funds and or Bond proceeds. Neither of those two funding sources appear in the five-year forecast.

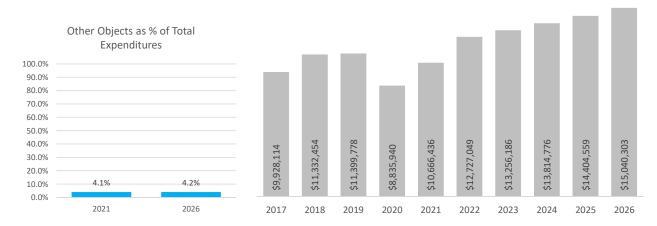
3.060-4.060 - Intergovernmental & Debt

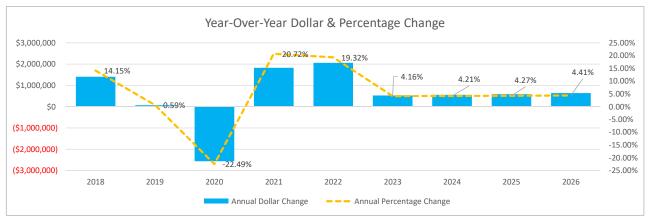
These lines account for pass through payments, as well as monies received by a district on behalf of another governmental entity, plus principal and interest payments for general fund borrowing.

The Energy Conservation Program, which passed in 1985 as House Bill 264, allows school districts to make energy improvements to facilities and use the savings to pay for those improvements. In this instance, the District is able to borrow funds without voted authority. The Ohio Facilities Construction Commission (OFCC) provides oversight for the program. The District completed a three-year \$7.3 million HB264 project in 2019. This work includes changing the indoor and outdoor lighting to LED lighting that is more efficient. It also includes updating HVAC controls and other heating and cooling system components. The District received rebates from AEP due to the energy conservation achieved. Those rebates reduced the amount of principal drawn against the notes to \$6,612,413. This saved the District approximately \$368,000 in interest costs. General Fund utility savings pay for the un-voted debt payments on the financing structure procured to complete the project over a seven-year period. As approved by the Ohio Facilities Construction Commission, expected utility savings within the General Fund will average just over \$984,000 annually.

4.300 - Other Objects

Primary components for this expenditure line are membership dues and fees, ESC contract deductions, County Auditor/Treasurer fees, audit expenses, and election expenses.





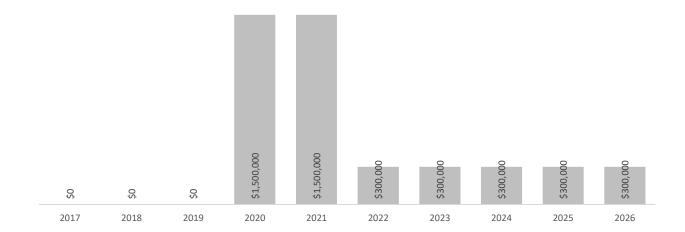
Other Objects represent 4.14% of total expenditures and decreased at a historical average annual rate of -2.16%. This category of expenditure is projected to grow at an annual average rate of 6.32% through FY 2026. The projected average annual rate of change is 8.47% more than the five year historical annual average.

The majority of expenses in this category relate to contracted services with the Educational Service Center of Central Ohio (ESCCO). Most of the services provided are for special education curriculum. Year over year trends are effected by the closure of school in FY20, hybrid attendance model in FY21, and full in-person attendance in FY22.

County Auditor fees for the collection of taxes are also included. As tax revenue increases, collection fees also increase. Audit examination fees, liability insurance and other miscellaneous fees comprise the remaining expenses.

5.040 - Total Other Financing Uses

Operating transfers-out, advances out to other funds, and all other general fund financing uses.



		FORECASTED						
	2021	2022	2023	2024	2025	2026		
Transfers Out	1,500,000	300,000	300,000	300,000	300,000	300,000		
Advances Out	-	-	-	-	-	-		
Other Financing Uses	-	-	-	-	-	-		

Other uses includes expenditures that are generally classified as non-operating. It is typically in the form of advances-out which are then repaid into the general fund from the other district funds. Each year, FY2020 and FY2021, the district transfered \$1.5 million of General Funds to the Food Service fund. The district will monitor the Food Service fund this fall and winter to establish a sustainable return of General Funds. Transfers In will be included in Note 2.070 - All Other Operating Revenues of the Spring 2022 forecast update. In addition to transfers out, the district holds an annual contengency budget which is reflected in the table above. Amounts not used return to annual reserve balances.

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Olentangy Local School District

Five Year Forecast

	Actual			FORECASTED		
Fiscal Year:	2021	2022	2023	2024	2025	2026
Revenue:						
1.010 - General Property Tax (Real Estate)	184,185,846	202,933,070	206,050,624	210,762,907	215,556,302	219,700,111
1.020 - Public Utility Personal Property	15,936,410	18,521,327	19,353,911	20,185,845	21,017,779	21,849,713
1.030 - Income Tax	-	-	-	-	-	-
1.035 - Unrestricted Grants-in-Aid	14,296,621	14,823,594	21,137,529	23,580,039	24,180,530	27,421,865
1.040 - Restricted Grants-in-Aid	663,554	4,432,601	4,356,519	4,636,028	4,318,952	4,686,996
1.050 - Property Tax Allocation	18,339,055	18,891,026	19,248,681	19,704,744	20,165,706	20,547,149
1.060 - All Other Operating Revenues	36,022,240	37,169,168	37,501,500	37,838,638	38,178,636	38,178,636
1.070 - Total Revenue	269,443,726	296,770,786	307,648,764	316,708,201	323,417,905	332,384,470
Other Financing Sources:						
2.010 - Proceeds from Sale of Notes	-	-	-	-	-	-
2.020 - State Emergency Loans and Adv	-	-	-	-	-	-
2.040 - Operating Transfers-In	-	-	-	-	-	-
2.050 - Advances-In	-	-	-	-	-	-
2.060 - All Other Financing Sources	1,605	25,062	25,062	25,062	25,062	25,062
2.070 - Total Other Financing Sources	1,605	25,062	25,062	25,062	25,062	25,062
2.080 - Total Rev & Other Sources	269,445,331	296,795,848	307,673,826	316,733,263	323,442,967	332,409,532
Expenditures:						
3.010 - Personnel Services	160,265,831	172,740,176	183,975,441	196,045,683	207,382,596	219,927,459
3.020 - Employee Benefits	59,752,775	65,635,726	71,434,203	78,126,982	85,063,518	92,609,097
3.030 - Purchased Services	18,193,913	19,350,689	20,354,789	21,283,884	21,837,258	22,930,748
3.040 - Supplies and Materials	6,170,737	8,041,400	8,363,056	8,827,796	9,299,107	9,763,071
3.050 - Capital Outlay	88,347	425,700	434,214	442,898	451,756	460,791
Intergovernmental & Debt Service	854,465	854,465	854,465	854,465	854,465	854,465
4.300 - Other Objects	10,666,436				14,404,559	
		12,727,049	13,256,186	13,814,776		15,040,303
4.500 - Total Expenditures Other Financing Uses	255,992,503	279,775,205	298,672,354	319,396,483	339,293,259	361,585,933
	1 500 000	200.000	200.000	300,000	300,000	200.000
5.010 - Operating Transfers-Out 5.020 - Advances-Out	1,500,000	300,000	300,000	300,000	300,000	300,000
5.030 - All Other Financing Uses	-	-	-	=	-	-
5.030 - All Other Financing Uses 5.040 - Total Other Financing Uses	1,500,000	300,000	300,000	300,000	300,000	300,000
5.050 - Total Exp and Other Financing Uses	257,492,503	280,075,205	298,972,354	319,696,483	339,593,259	361,885,933
5.030 - Total Exp and Other Financing Oses	237,432,303	200,073,203	230,372,334	319,090,463	333,333,233	301,003,333
6.010 - Excess of Rev Over/(Under) Exp	11,952,828	16,720,643	8,701,472	(2,963,220)	(16,150,292)	(29,476,401)
0.010 Excess of Nev Over/(offder) Exp	11,552,020	10,720,010	0,701,172	(2,505,220)	(10,130,232)	(23, 170, 101)
7.010 - Cash Balance July 1 (No Levies)	93,149,288	105,102,116	121,822,759	130,524,231	127,561,011	111,410,719
7.020 - Cash Balance June 30 (No Levies)	105,102,116	121,822,759	130,524,231	127,561,011	111,410,719	81,934,317
7.020 Gash Balance same St (110 Estres)	100,102,110	121,022,700	100,02 1,201	127,001,011	111, 110,710	0,,001,017
8.010 - Estimated Encumbrances June 30	2,950,000	3,000,000	3,050,000	3,100,000	3,150,000	3,200,000
9.080 - Reservations Subtotal	-	-	-	-	-	-
10.010 - Fund Bal June 30 for Cert of App	102,152,116	118,822,759	127,474,231	124,461,011	108,260,719	78,734,317
Rev from Replacement/Renewal Levies	,,	,	,,	, ,	,,	, ,
11.010 & 11.020 - Renewal Levies		_	-	_	-	_
11.030 - Cumulative Balance of Levies	-	-	-	-	-	-
12.010 - Fund Bal June 30 for Cert of Obligations	102,152,116	118,822,759	127,474,231	124,461,011	108,260,719	78,734,317
Revenue from New Levies						
13.010 & 13.020 - New Levies		-	-	-	-	-
13.030 - Cumulative Balance of New Levies	-	-	-	_	-	-
15.010 - Unreserved Fund Balance June 30	102,152,116	118,822,759	127,474,231	124,461,011	108,260,719	78,734,317
Daily Expenditure Amount (based upon 365 days)	705,459	767,329	819,102	875,881	930,392	991,468
Days Cash on hand (based upon 365 days)	145	155	156	142	116	79
,						

Risk Assessment

General Assumptions

The District will continue to monitor current volatility in the economy. This volatility has the potential to slow down the housing market, thereby slowing future enrollment growth. Enrollment projections are updated and approved by the Board of Education each fall.

1.010 - General Property Tax (Real Estate)

Revenue generated by Class II property valuations may decline in future years as businesses are impacted by the pandemic economic volitility. The district continues to monitor Washington Prime's financial reorgization regarding Polaris Fashion Place and immediate surrounding property. The district is in communication with Delaware County regarding the matter.

1.035 - Unrestricted Grants-In-Aid

Ohio has voted the Fair School Funding Plan into law for the FY22-FY23 biennium budget. This is a significant "win" for the district. The FSFP is currently funded at 16% and 33% of total funding in this biennium. Unfortunately, legislators did not add further funding language into the law. The district will continue advocacy efforts to address the need to fully fund the formula.

District funding will be impacted by variations in enrollment, local property valuations, and local income levels. The prior formula included permanent CAPS and Guarantees which surpressed the influence of these economic factors on actual funding.

3.010 - Personnel Services and 3.02 - Employees' Retirement/Insurance Benefits

Enrollment is a key driver in this and other expenditures. New growth increases staffing costs as well as retirement and benefit costs associated with those staff members. Changes in operating protocols related to the COVID-19 pandemic will cause additional fluctuation to staffing required in the classroom and other areas

Negotiations with OTA and OAPSE that occurred in the second quarter of 2018 resulted in the passage of 3-year contracts with base increases of 2.5% each year and increased member cost sharing of medical insurance for all three union groups. Current contracts were extended another year to expire June 30, 2022 with a 2.5% base increase. Intervention Aides unionized establishing a forth union - OAPSE Local 222. Negotiations with this group resulted in a specific pay schedule costing approximately \$250,000 in additional wages in FY2021. The District currently has good working relationships with each union. Union negotiations will have a significant impact on future personnel costs and insurance plan designs.

Medical insurance premiums are also a risk to the District. High claims utilization will negatively affect healthcare premium rates. Current insurance plans negotiated with the unions provide a High Deductible insurance option with a health savings account and a PPO option. We will continue to monitor healthcare premiums and potential future liabilities for the District.

4.300 - Other Objects

Education Service Center expenditures have a significant impact on this category. This expense relates to the staffing of our preschool and special education programs. The District continues to experience growth in these areas of student population thereby increasing the need for additional staffing services and a classroom capacity. Administration continues to review program efficiencies.

Supplemental Information

CAREs Act Funding is reported separately from this forecast per Auditor of State accounting regulations. The following table provides additional information regarding those funds. Actual expenditures were reported in Monthly Board Financials in the 'Summary by Fund' section.

Awarded

/ Warded						
<u>Fund Name</u>	Fund Code	<u>Amount</u>	Expenditure Type			
Elementary and Secondary Relief Funds	507	\$245,398	personal protective equipment and additional supplies.			
Coronavirus Relief Funds	510	\$1,023,094	personal protective equipment and additional supplies.			
Broadband Ohio Connectivity	510	\$226,259	internet connectivity for students without access.			
Sub Total		\$1,494,751	•			
Coronavirus Relief Funds Broadband Ohio Connectivity	510	\$1,023,094 \$226,259	personal protective equipment and additional supplies. internet connectivity for students without access.			

Additional Coronavirus relief funds are not available to the district. American Rescue Plan funding is allocated based on Title I funding for economically disadvantaged students. Unfortunately, the district did not qualify for these funds in FY2021. The district is not eligible for additional pandemic relief while other districts are receiving millions of dollars. District leadership continues to lobby legislators for a solution to this important issue.





Office of the Treasurer/CFO 7840 Graphics Way Lewis Center, OH 43035 740.657.4050 www.olentangy.k12.oh.us



Appropriations Adjustments

		11.16.21	
Fund	Adjustments		Explanation:
007 - Special Trust	\$	2,000.00	Employee Benefits/Staff Donations
009 - Uniform School Supplies	\$	6,047.73	Student Fees/Summer Programs
200 - Student Activity	\$	63,534.32	New Activities/Fundraisers
300 - Athletics	\$	2,125.00	Athletic Events/Equipment
467 - Student Wellness	\$	60,715.53	Student Wellness
507 - ARP Homeless	\$	17,826.23	ODE Allocations
516 - IDEA-B	\$	21,454.36	ODE Allocations/Carryover
551 - Limited Eng Prof	\$	62,472.51	ODE Allocations/Carryover
572 - Title I	\$	1,992.27	ODE Allocations/Carryover
584 - Title IV-A Student Support	\$	24,475.93	ODE Allocations/Carryover
590 - Title II-A	\$	279,136.84	ODE Allocations/Carryover
	\$	541,780.72	

The Regular Meeting of the Olentangy Local Board of Education was called to order at the Olentangy Berlin High School – High School Theater Room by J. Wagner Feasel, president at 6:30 p.m.

Roll Call: D. King, present; M. Patrick, present; K. O'Brien, present; J. Wagner Feasel, present; Dr. L. Wyse, present

Pledge of Allegiance

Approve M. Patrick moved, Dr. L. Wyse seconded to approve the agenda for the Agenda October 12, 2021 Regular Board of Education Meeting 21-184

Vote: M. Patrick, yes; Dr. L. Wyse, yes; J. Wagner Feasel, yes D. King, yes; K. O'Brien, yes. Motion carried.

Presentation

- A. <u>Overview of State Report Card Jeanette Kenney, Director of Data and Continuous Improvement</u>
- B. Pupil Services Update Marty Arganbright, Director of Pupil Services

Board President's Report

Superintendent's Report

Treasurer's Report

Public Participation Session—

Mollmann, Lawrence - NSBA

Laplante, Tim — Teaching unapproved topics

Heiden, Danielle - Transparency

Carrico, Richard — Diversity Committee/CRT

Kourie, Tracy — Personal story

Hess. Katie — Success Stories

Discussion Items:

- A. Enrollment Projections Update Ms. Angie Bryant, Facilities Committee
- B. Board Policy Update Dr. Jack Fette, Chief Academic Officer
- C. Licensing Agreement Template Krista Davis, Chief Communications Officer

Board M. Patrick moved, K. O'Brien seconded, to approve Board action items

Action

Items A. Approve Board Policy

21-185 B. Approve enrollment projections for 2021-2022

C. Approve Licensing Agreement Template

Vote: M. Patrick, yes; K. O'Brien, yes; D. King, yes Dr. L Wyse, yes; J. Wagner Feasel, yes. Motion carried

Supt. D. King moved, K. O'Brien seconded; to approve Superintendent

Action Action Items A – G

Items

21-186 Vote: D. King, yes; K. O'Brien, yes; M. Patrick, yes; Dr. L. Wyse, yes; J. Wagner

Feasel, yes. Motion carried

A. Specific Human Resource Items — Certified Staff

Accept, with regret, the following administrative resignation:
 Mitchell, Jeremy J., Olentangy Schools, Supervisor, CMF, effective November 5, 2021

2. Accept supplemental resignation:

Barkhurst, Brian M., Orange Middle School, Diversity Liaison, All Year, One-Half Contract

3. Approve administrative employment for the 2021-2022 school year, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other necessary documentation:

DeTillio, Vincent P., Olentangy Schools, Director, Curriculum and Instruction, effective January 1, 2022

4. Approve certified leave of absence:

Hoskins, Ashley M., Scioto Ridge Elementary School, Grade 5, effective September 3, 2021, through October 14, 2021

- 5. Approve the increase in the daily occasional substitute pay rate for all substitute teachers from \$125 per day to \$155 per day, effective October 19, 2021. Teacher substitutes are employed by the Educational Service
- 6. Approve certified positions paid through memorandum billing

Employee Name	Position/Location	Total Days/		Salary
Home Instruction		Hours/Session	nsPer Hour	Total
Spiker, Angela R.	Instructor TRES	100	\$ 25.00	\$ 2,500.00
Stackhouse, Laura M.	Instructor WRES	70	\$ 25.00	\$ 1,750.00
Multilingual Family Night 9/22/21				
Hendrickson, Krista D.	Instructor OSMS	2.50	\$ 25.00	\$ 62.50
Sandoval, Miriam M.	Instructor WCES	2.50	\$ 25.00	\$ 62.50
Simpson, Laura G.	Instructor OCES	1.50	\$ 25.00	\$ 37.50

7. Approve supplemental contract employment for the 2021-2022 school year/season, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records and receipt of all other necessary documentation. Employment also is specifically conditioned on and subject to the activity/season occurring, with proration in the event of partial performance as determined by the administration and the supplemental committee

Supplemental Area	Location	Coach / Advisor	Group	Step	Amount	Season
Advisors	0.01.10		4/0 644	_	A 047 F 0	• 11 > 7
Art Club Advisor	OBHS	Leib, Rebecca A.	1/2 of 11	0	\$ 217.50	All Year
Art Club Advisor	OBHS	Martin, Israel W.	1/2 of 11	4	\$ 304.50	All Year
French Club Advisor	OBHS	Nippert, Sara E.	11	0	\$ 435.00	All Year
Freshman Class Advisor	OBHS	Link, Margaret S.	11	0	\$ 435.00	All Year
Freshman Class Mentor	OBHS	Lewis, Jennifer L.	1/4 of 4	9	\$ 1,360.25	All Year
Freshman Class Mentor	OBHS	Middleton, Kathleen	1/4 of 4	9	\$ 1,360.25	All Year
Freshman Class Mentor	OBHS	Ross, Kate E.	1/4 of 4	3	\$ 1,033.75	All Year
Freshman Class Mentor	OBHS	Trostle, Amanda L.	1/4 of 4	14	\$ 1,414.75	All Year
German Club Advisor	OBHS	Simpson, Ella	11	3	\$ 566.00	All Year
In the Know Advisor	OBHS	Porter, Tyson R.	8	0	\$ 1,741.00	All Year
Industrial Techonology Club Adv.		Cornett, James J.	11	3	\$ 566.00	All Year
Interact Service Club Advisor	OBHS	Borders, Bobbi J.	1/2 of 9	0	\$ 653.00	All Year
Interact Service Club Advisor	OBHS	Waldo, Haley C.	1/2 of 9	0	\$ 653.00	All Year
Junior Class Advisor	OBHS	Haugk, Michael D.	8	5	\$ 2,285.00	All Year
Literacy Magazine Advisor	OBHS	Bush, Erin E.	10	1	\$ 914.00	All Year
Model United Nations Advisor	OBHS	LaFlamme, Michael	11	1	\$ 479.00	All Year
National Honors Society Advisor	OBHS	Bohland, Stephen	1/2 of 11	0	\$ 217.50	All Year
National Honors Society Advisor	OBHS	Starcher, Robyn D.	1/2 of 11	1	\$ 239.50	All Year
Science Olympiad Advisor	OBHS	Bohland, Stephen	10	1	\$ 914.00	All Year
Senior Class Advisor	OBHS	Mimna, Michelle L.	1/2 of 9	2	\$ 762.00	All Year
Senior Class Advisor	OBHS	Porter, Tyson R.	1/2 of 9	2	\$ 762.00	All Year
Sophomore Class Advisor	OBHS	Shulack, Kathleen	1/2 of 11	3	\$ 283.00	All Year
Sophomore Class Advisor	OBHS	Wishart, Korie L.	1/2 of 11	3	\$ 283.00	All Year
Spanish Club Advisor	OBHS	Waldo, Haley C.	11	1	\$ 479.00	All Year
Student Council Advisor	OBHS	Lane, Lindsey N.	1/2 of 8	1	\$ 925.00	All Year
Student Council Advisor	OBHS	Shulack, Kathleen	1/2 of 8	3	\$ 1,034.00	All Year
Yearbook Advisor	OBHS	Bush, Erin E.	6	3	\$ 3,265.00	All Year
Service Club Advisor	OHS	Murta, Paige M.	9	0	\$ 1,306.00	All Year
Student Council Advisor	OHS	Cheyunski, Madison	8	0	\$ 1,741.00	All Year
Math Counts Advisor	OLMS	Voge, Michele R.	10	7	\$ 1,175.00	All Year
Middle School Enrichment Adv	OSMS	Biggam, Valerie N.	1/2 of 8	1	\$ 925.00	All Year
Middle School Enrichment Adv	OSMS	Fletcher, Aimee R.	1/2 of 8	0	\$ 870.50	All Year
Science Fair Advisor	OSMS	Fletcher, Aimee R.	10	4	\$ 1,045.00	All Year
Elementary Enrichment Advisor	FTES	Gosdanian, Julie	2/3 of 8	0	\$ 1,149.06	All Year
Elementary Enrichment Advisor	FTES	Scott, Adrien M.	1/3 of 8	0	\$ 790.02	All Year
Elementary Enrichment Advisor	OMES	Cannon, Kimberly A.	2/3 of 8	2	\$ 1,292.94	All Year
Elementary Enrichment Advisor	OMES	Sherman, Nicole M.	1/3 of 8	2	\$ 646.47	All Year
Elem. After School Orch/Strings	WCES	Musgrave, Christiane M.	5	9	\$ 5,006.00	All Year
Elem. After School Orch/Strings	WRES	Duffy, Mary Beth	5	16	\$ 5,223.00	All Year
Department Chairs						
Foreign Language Dept.Chair	OBHS	Finley, Jill M.	7	0	\$ 2,176.00	All Year
Diversity Liaisons		-				
Diversity Liaison	OOMS	Derrico, Nick D.	1/2 of 7	1	\$ 1,197.00	All Year
Football						
7th Grade Asst Football Coach	OHMS	Frobose, Kyle E.	1/2 of 7	5	\$ 1,632.50	Fall
Athletic Director		•				
Athletic Director	OBMS	Amborski, Michael D.	4	2	\$3,918.00	Winter
Athletic Director	OHMS	Holt, Roscoe L.	4	1	\$3,700.00	Winter
Athletic Director	OLMS	Cikach, Nathaniel S.	1/3 of 4	1	\$1,221.00	Winter
Athletic Director	OLMS	Martin, Joshua C.	1/3 of 4	1	\$1,221.00	Winter
Athletic Director	OOMS	Horman Daniel J.	4	8	\$5,223.00	Winter
	•		•	-	,	

Supplemental Area(cont.)	Location	Coach / Advisor	Group	Step	Amount	Season
Athletic Director	OSMS	Eddy, Elaine K.	4	16	\$5,659.00	Winter
Basketball						
Boys Head Basketball Coach	OBHS	Barrett, Donovon G.	1	17	\$9,359.00	Winter
Boys Asst Basketball Coach	OBHS OBHS	Mount, Daniel E. Williamson, William E.	3 3	17 18	\$6,529.00	Winter Winter
Boys Asst Basketball Coach Girls Asst Basketball Coach	OBHS	Clark, Celeste N.	3	10	\$6,529.00 \$4,571.00	Winter
Boys Asst Basketball Coach	OBHS	Holly, Kelly R.	3	10	\$6,529.00	Winter
Boys Asst Basketball Coach	OHS	James, Gabriel N.	3	0	\$4,353.00	Winter
Girls Asst Basketball Coach	OHS	Korinek, Morgan P.	3	9	\$6,312.00	Winter
Boys Head Basketball Coach	OLHS	Nossaman, Greg C.	1	26	\$9,359.00	Winter
Boys Asst Basketball Coach	OLHS	Clark, Connor A.	3	3	\$5,006.00	Winter
Girls Head Basketball Coach	OLHS	Waterwash, Thomas A.	1	5	\$8,271.00	Winter
Girls Asst Basketball Coach	OLHS	Brenning, Jennifer L.	3/4 of 3	7	\$4,407.00	Winter
Girls Asst Basketball Coach	OLHS	Minardi, Peter G.	3/4 of 3	10	\$4,896.75	Winter
Girls Asst Basketball Coach	OLHS	Streib, Kevin T.	3/4 of 3	9	\$4,734.00	Winter
Girls Asst Basketball Coach	OLHS	Waterwash, Ron G.	3/4 of 3	5	\$4,080.75	Winter
Boys Head Basketball Coach	OOHS	Calo, Anthony M.	1	9	\$9,141.00	Winter
Boys Asst Basketball Coach	OOHS	Detter, Wesley G.	1/2 of 3	0	\$2,176.50	Winter
Boys Asst Basketball Coach	OOHS	Higgins, Kyle D.	1/2 of 3	3	\$2,503.00	Winter
Boys Asst Basketball Coach	OOHS	Myracle, Zach D.	1/2 of 3	0	\$2,176.50	Winter Winter
Girls Head Basketball Coach Girls Asst Basketball Coach	OOHS OOHS	Cromwell, Brian T.	1 3	17 2	\$9,359.00 \$4,788.00	Winter
Boys 8th Grade Basketbal Coach		Lillich, Alexander L. Gregg, Eric M.	5 6	3	\$3,265.00	
Boys 7th Grade Basketball Coach		Ramirez, Nathaniel A.	6	4	\$3,482.00	Winter
Boys 8th Grade Basketbal Coach	OOMS	Farmer, William E.	6	12	\$4,788.00	Winter
Girls 8th Grade Basketball Coach		Johnson, Joshua L.	6	8	\$4,353.00	
Cheerleading	000	2020, 20044 2.	•	•	ψ .,σσσ.σσ	
Asst Cheerleader Coach	OHS	Burchfield, Abigail I.	6	0	\$2,612.00	Winter
Asst Cheerleader Coach	OHS	Noday, Franchesca L.	6	4	\$3,482.00	Winter
Head Cheerleader Coach	OOHS	Salupo, Jocelyn N.	4	1	\$3,700.00	Winter
Asst Cheerleader Coach	OOHS	Ward, Meredith D.	6	1	\$2,829.00	Winter
8th Grade Cheerleader Coach	OOHS	Muntean, Nicole V.	7	7	\$3,700.00	Winter
7th Grade Cheerleader Coach	OOHS	Stotz, Holly A.	7	3	\$2,829.00	Winter
8th Grade Cheerleader Coach	OBMS	Henkle, Emma J.	7	4	\$3,047.00	
7th Grade Cheerleader Coach	OBMS	Cox, Andrea N.	7	12	\$4,353.00	
8th Grade Cheerleader Coach	OOMS	Schilling, Marci C.	7	6	\$3,482.00	
7th Grade Cheerleader Coach	OOMS	Bridges, Pamela J.	7	2	\$2,612.00	
8th Grade Cheerleader Coach	OSMS	Wolfe, Jordyn M.	7	3	\$2,829.00	winter
Diving Head Diving Coach	DIST	White, Jennifer M.	6	19	\$4,788.00	Winter
Drama	DIST	Writte, Jerimer W.	O	15	\$4,788.00	VVIIILEI
Drama Director	OBHS	Gibbons, Erin C.	4	11	\$5,659.00	Winter
Drama Asst Director	OBHS	Sribanditmongkol, Verathai	7	9	\$4,135.00	
Drama Director	OHS	McReynolds, Anna E.	4	0	\$3,482.00	
Drama Asst Director	OHS	Smith, Timothy E.	7	7	\$3,700.00	
Drama Director	OLHS	Skrovan, Daniel J.	4	23	\$5,659.00	
Drama Asst Director	OLHS	O'Neal, Douglas R.	7	24	\$4,353.00	Winter
Drama Instrumental Director	OLHS	Zahran, Alessandra	10	7	\$1,175.00	Winter
Drama Director	OOHS	Swain-abrams, Cathy D.	4	14	\$5,659.00	
Drama Technical Director	OOHS	Zech, Bradley A.	9	0	\$1,306.00	Winter
Faculty Manager						
Faculty Manager	OHS	Ehrhardt, Marc R.	4	7	\$5,006.00	
Faculty Manager	OBMS	Pauff, Franklin P.	5	9	\$5,006.00	
Faculty Manager	OOMS	Beckstedt, Lana A.	6	2	\$3,047.00	
Faculty Manager	OSMS	Alley, Susan F.	5	16	\$5,223.00	Winter
Gymnastics	OBLIC	Hadrick Jappifor E	2	12	¢7.400.00	Mintor
Head Gymnastics Coach	OBHS	Hedrick, Jennifer E.	2 2	13 5	\$7,400.00 \$6,312.00	
Head Gymnastics Coach Swimming	OLHS	Mays, Tara N.	2	S	φυ,31∠.00	willer
Boys Head Swimming Coach	OLHS	Krosnosky, Peter C.	2	15	\$7,400.00) Winter
Girls Head Swimming Coach	OLHS	Ebie, Ryan M.	3/4 of 2	3	\$4,407.00	
Girls Head Swimming Coach	OLHS	Krosnosky, Peter C.	1/4 of 2	15	\$1,850.00	
Boys Head Swimming Coach	OOHS	Charnier, Devoney E.	3/4 of 4	0	\$2,611.50	
Girls Head Swimming Coach	OOHS	Charnier, Devoney E.	3/4 of 4	0	\$2,611.50	
•		•				

Supplemental Area(cont.)	Location	Coach / Advisor	Group	Step	Amount	Season
Weight Training						
Weight Trainer	OBHS	Brooks, Ryan P.	5	10	\$5,223.00	Winter
Weight Trainer	OHS	Withrow, Katrinna R.	5	1	\$3,265.00	Winter
Weight Trainer	OOHS	McKendrick, Jason M.	5	16	\$5,223.00	Winter
Wrestling						
Head Wrestling Coach	OBHS	Heffernan, William J.	2	20	\$7,400.00	Winter
Asst Wrestling Coach	OBHS	Moore, Luke A.	3	14	\$6,529.00	Winter
Asst Wrestling Coach	OBHS	Porter, Tyson R.	4	1	\$3,700.00	Winter
Asst Wrestling Coach	OHS	Fuchs, Samuel M.	3	7	\$5,876.00	Winter
Asst Wrestling Coach	OHS	Webber, Michael S.	4	5	\$4,571.00	Winter
Head Wrestling Coach	OSMS	Fath, Hayden P.	6	4	\$3,482.00	Winter

8. Approve pupil activity supervisor supplemental contract employment for the 2021-2022 school year/season, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records and receipt of all other necessary documentation. Employment also is specifically conditioned on and subject to the activity/season occurring, with proration in the event of partial performance as determined by the administration and the supplemental committee

Supplemental Area	Location	Coach / Advisor	Group	Step	Amount	Season
Advisors				- 10,0		
Vocal Music Accompanist	OBHS	Wise, Ashley B.	4	14	\$5,659.00	All Year
Elem After School Orch/Strings Ad	v HES	Zavarella, Leslie A.	1/2 of 5	25	\$2,611.50	All Year
Performing Arts						
Performing Arts Chaperone-Vol	OOHS	Simmerer, Bradley	N/A	N/A	\$	All Year
Performing Arts Chaperone-Vol	OOMS	Madsen, Kasey L.	N/A	N/A	\$	All Year
Basketball		•				
Boys Asst Basketball Coach	OBHS	Carlton, Jacob M.	3	3	\$5,006.00	Winter
Boys Asst Basketball Coach Vol	OBHS	Arnett, Brian L.	N/A	N/A	\$	Winter
Girls Asst Basketball Coach	OBHS	Thomas, Natalie M.	3	2	\$4,788.00	Winter
Girls Asst Basketball Coach Vol	OBHS	Hazel, Shannon K.	N/A	N/A		Winter
Boys Head Basketball Coach	OHS	Feasel, John C.	1	17	\$9,359.00	Winter
Boys Asst Basketball Coach	OHS	Middleton, Thomas	3	3	\$5,006.00	Winter
Boys Asst Basketball Coach Vol	OHS	Chirico, Anthony J.	N/A	N/A	\$	Winter
Boys Asst Basketball Coach Vol	OHS	Shimp, Mickey M.	N/A	N/A	\$	Winter
Girls Asst Basketball Coach	OHS	Payne, Nicole A.	3	0	\$4,353.00	Winter
Boys Asst Basketball Coach	OLHS	Barnett, Jack D.	3	2	\$4,788.00	Winter
Boys Asst Basketball Coach	OLHS	Fogg, Edmund J.	3	11	\$6,529.00	Winter
Boys Asst Basketball Coach	OOHS	Backs, Andrew P.	1/2 of 3	3	\$2,503.00	Winter
Boys Asst Basketball Coach	OOHS	Taylor, John M.	3	12	\$6,529.00	Winter
Girls Asst Basketball Coach	OOHS	Hall, Andrea L.	3	11	\$6,529.00	Winter
Girls Asst Basketball Coach	OOHS	Schroeder, Candace M.	3	1	\$4,571.00	Winter
Boys 7th Grade Basketball Coach	OBMS	Mills, Devin M.	6	3	\$3,265.00	Winter
Girls 7th Grade Basketball Coach	OBMS	Boccio, Jill M.	6	0	\$2,612.00	Winter
Boys 8th Grade Basketball Coach	OHMS	Cole, Thomas M.	6	14	\$4,788.00	Winter
Boys 7th Grade Basketball Coach	OHMS	McCort, Mark D.	6	9	\$4,571.00	Winter
Girls 8th Grade Basketball Coach	OHMS	Mahan, Anthony J.	6	4	\$3,482.00	Winter
Girls 7th Grade Basketball Coach	OHMS	Kelley, Kristen	6	0	\$2,612.00	Winter
Boys 8th Grade Basketball Coach	OLMS	Bailey, Shawn B.	6	2	\$3,047.00	Winter
Girls 8th Grade Basketball Coach	OLMS	Yazrombek, Andrew J.	6	0	\$2,612.00	Winter
Girls 7th Grade Basketball Coach	OLMS	Lowrie, Daniel F.	6	1	\$2,829.00	Winter
Boys 7th Grade Basketball Coach	OOMS	Riger, Thaddeus T.	6	9	\$4,571.00	Winter
Girls 7th Grade Basketball Coach	OOMS	Dennis, Scott M.	6	1	\$2,829.00	Winter
Boys 8th Grade Basketball Coach	OSMS	Brooks, Cameron S.	6	2	\$3,047.00	Winter
Boys 7th Grade Basketball Coach	OSMS	Tingley, Tyler	6	21	\$4,788.00	Winter
Girls 8th Grade Basketball Coach	OSMS	Reynolds, Damon L.	6	9	\$4,571.00	Winter
Bowling						
Boys Head Bowling Coach	OBHS	Joseph, Duane L.	3/4 of 4	5	\$3,428.25	Winter
Boys Head Bowling Coach	OBHS	Kicas, Andrew N.	1/4 of 4	2	\$979.50	Winter

Siris Head Bowling Coach OBHS Siris Andrew N. 1/4 of 4 5 \$3428.25 Writer	Supplemental Area	Location	Coach / Advisor	Group	Sten	Amount	Season
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Boys-Head Bowling Coach	S		,				
Series Bowling Coach OOHS Roysan, Dominic L. A	_						
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	Head Wrestling Coach	OBMS	Pace, Joshua T.	6	11	\$4,788.00	Winter

Supplemental Area	Location	Coach / Advisor	Group	Step	Amount	Season
Asst Wrestling Coach	OBMS	Keplinger, Korey D.	7	1	\$2,394.00	Winter
Head Wrestling Coach	OHMS	Whitson, Ross W.	6	11	\$4,788.00	Winter
Asst Wrestling Coach	OSMS	Mokros. Rick	7	2	\$2,612.00	Winter

B. Specific Human Resource Items — Classified Staff

- Approve the increase in the hourly substitute pay rates for all classified aides, intervention aides, custodial/maintenance/facilities aides, and food service aides from \$13.65 per hour to Step 0 on the salary schedule; technology aides from \$13.65 per hour to \$15.00 per hour, effective October 19, 2021
- Accept, with regret, the following classified resignation(s):
 DeFelice, Juliet M., Liberty Tree Elementary School, Cafeteria/Playground Aide, effective October 8, 2021
 Weinert, Matthew A., Transportation, Driver, effective October 12, 2021
- 3. Approve classified position paid through memorandum billing

Employee Name	Position/Location Total Days/				
Home Instruction	Hours/SessionsPer Hour				
StefensKarina	Multilingual Family Night/OHS	2.50	\$25.00	\$62.50	
Hill Reiko	Multilingual Family Night/TRES	2.50	\$25.00	\$62.50	
Oladoye Debora	Multilingual Family Night/Pupil Services	2.50	\$25.00	\$62.50	
Arunkumar, Suganya	Multilingual Family Night/ GOES	2.50	\$25.00	\$62.50	

4. Approve classified employment for the 2021-22 school year, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and

Barbera, Faye, Berlin High School, Food Service Worker

Bryan, Flora, Heritage Elementary School, Food Service Worker

Clark, Darrin, Hyatts Middle School, Food Service Worker

Downey, Sarah, Walnut Creek Elementary School, Intervention Aide

Fletcher, Jessica C., Cheshire Elementary School, Food Service Worker

Fraser, Becky L., Olentangy High School, Food Service Worker

Goble, Jamie, Transportation, Driver

Hewa Alankarage, Srimathi, Shale Meadows Elementary School, Cafeteria/Playground Aide

Hobbs, Bonnie L., Alum Creek Elementary School, Food Service Worker

Hounam, Matthew A., Liberty High School, Food Service Worker

Hudson, Hayley M., Liberty Tree Elementary School, Intervention Aide

Ley, Megan C, Freedom Trail Elementary School, Intervention Aide

Mohamed, Amira H., Indian Springs Elementary School, Food Service Worker

Muthuswamy, Radhika, Alum Creek Elementary School, Intervention Aide

Nichols, Jacob S., Transportation, Driver

 $\textbf{\textit{Pettit}, \textit{Leslie J}}., \text{New Student Welcome Center, Administrative Secretary}$

Russell-Seymour, Melissa, Berlin High School, Food Service Worker

 $\textbf{\textit{Schooley, Elizabeth A}}., \textbf{\textit{Cheshire Elementary School, Food Service Worker}}$

Strickland, Michelle R., Shale Meadows Elementary School, Food Service Worker

Sundaresan, Sathya, Orange Middle School, Intervention Aide

5. Approve classified substitute workers for the 2021-22 school years, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other necessary documentation

Keri Aylor Suyoung Kwon Raquel Lozada Prathyusha Battula Xenia Brookins Girish Majmudar Nicole Ciliberto Mark Morrisson Julie DeFelice Sanju Nehru Sarah Downey Jacob Nichols

Amanda O'Donnell Elizabeth Effinger

Natalia Gleason Mohanapriya Thasari Pandurangadu

Patrick Greenwell Nathaniel Ramirez

Ashleigh Haldeman Hope Robinson-Wileschael

Carly Hartwell Sarah Zielachowski

Janet Kroll

6. Approve the following Private Provider Service, Pupil Services, for the 2021-22 school year, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all records, and receipt of all other necessary documentation:

Wurie. Emma H.

- 7. Approve classified unpaid leave of absence(s): Chatto, Leslie G. Orange High School, Food Service Worker, October 9, 2021 through December 1, 2021 (3rd extension)
- C. Approve seniors for graduation, pending certification of completion of all district, state, and local requirements:

Berlin High School: Durrett, Dasa Sistine

Liberty High School: Flowers, Braelin Anthony

Orange High School: Kargbo, Miguel Prince; Siegrist, Nathan Riley

D. Approve tuition-free attendance for Osiel Sandahl, who has reached his senior year at Olentangy High School and no longer resides in the district

E. Approve student overnight and out-of-town trips

School	Beginning Date	Return	Days Missed	No. of Volunteers	Event	Location	Transportation	#of Students
OLHS	11/12/2021	11/3/2021	0	0	Boys Basketball EBOC SCRIMMAGE	Sherrodsville, OH	Parents Schl vans	12
OHS	12/17/2021	12/18/2021	0	0	Varsity Wrestling	North Canton, OF	l Parents	18
OHS	12/26/2021	12/28/2021	0	0	Huovo Invitational Varsity Wrestling Medina Invitational	Medina, OH	Parents	18
OLHS	12/29/2021	12/30/2021	0	0	Boys Basketball Owensborro Tourn	Owensboro, KY	Charter Bux	24
OHS	1/14/2022	1/15/2022	0.5	0	Northeast Classi Sweim Meet	Canton, OH	Parents	10
OOHS	3/11/2022	3/12/2022	5	0	Ohio DECA Career Dev Conf.	Columbus, OH	Parents	25
OLHS	3/26/2022	3/30/2022	0	0	Girls Lacrosse Sp Break Tourn	Clearwater, FL	Parents	24
OBHS	3/26/2022	4/2/2022	0	0	Baseball – Beach Bash Sp Break Tour	Destin, FL rn	Parents	20
OOHS	4/22/2022	4/27/2022	5	0	DECA Int. Competition	Atlanta, GA	Air	15
OOMS	5/9/2022	5/13/2022	5	5	8th Grade W	ashington, DC	Charter	250-300
					Dc Trip		Bus	

- F. Approval to select Schorr Architects, Inc. as the district's Roofing Consultant-of-Record to provide services for capital projects for the next five years. Authorize the Director of Business Management and Facilities to negotiate a base abbreviated agreement with Schorr Architects, Inc., with individual projects added to the agreement by amendment or through a separate agreement
- G. Approval to select Prater Engineering as the district's Mechanical Engineering Consultant-of-Record to provide services for capital projects for the next five years. Authorize the Director of Business Management and Facilities to negotiate a base abbreviated agreement with Prater Engineering, with individual projects added to the agreement by amendment or through a separate agreement

Vote: D. King, yes; K. O'Brien, yes; M. Patrick, yes; Dr. L. Wyse, yes; J. Wagner Feasel, yes. Motion Carried

Executive Motion by M. Patrick, seconded by Dr. L. Wyse to enter into executive Ssession at 8:22 p.m., as permitted by Section 121.22 (G) (I) of the Ohio Revised Code, to consider the employment of public employees

Vote: M. Patrick yes; Dr. L. Wyse, yes; D. King yes; K O'Brien, yes; J. Wagner Feasel, yes. Motion Carried

Executive Session adjourned at 9:40 p.m.

President, Board of Education

Adjourn 21-188	-	onded that the regular meeting of the Board of Education be adjourned at 9:42 p.m.
	Vote: Dr. L Wyse, yes; D. King, yes, Feasel, yes. Motion carried.	es; K. O'Brien, yes; M. Patrick, yes; J. Wagner
J. W	lagner Feasel, President	Emily Hatfield, Treasurer
	Certificate Section 57	05.412, Ohio Revised Code
sufficient fu effect for th when comb certification adequate e and for a n	ands to meet the contract agreement, obline remainder of the fiscal year and succoined with the estimated revenue from any are sufficient to provide operating restducational program on all days set forth	I District Board of Education, Delaware County, Ohio, has igation, payment or expenditure for the above, and has in teeding fiscal year the authorization to levy taxes which, all other sources available to the district at the time of evenues necessary to enable the district to operate an in its adopted school calendar for the current fiscal year year equal to the number of days instruction was or is
		Treasurer
		Superintendent of Schools

The Regular Meeting of the Olentangy Local Board of Education was called to order at the Olentangy Berlin High School – High School Theater Room by J. Wagner Feasel, president at 6:30 p.m.

Roll Call: D. King, present; M. Patrick, present; K. O'Brien, present; J. Wagner Feasel, present; Dr. L. Wyse, present

Pledge of Allegiance

Approve K. O'Brien moved, Dr. L. Wyse seconded to approve the agenda for the Agenda October 28, 2021 Regular Board of Education Meeting 21-189

Vote: K. O'Brien, yes; Dr. L. Wyse, yes; D. King, yes; M. Patrick, yes; J. Wagner Feasel, yes. Motion carried.

Presentation

A. Student Academic Achievement Awards: National Merit Semi Finalists and Commended Students

Board President's Report

Superintendent's Report

Treasurer's Report

Public Participation Session—

Schick, Sheila - Communications

Raehll, Meghan DR. – Wireless Cell Tower construction on new middle school

Freed, Marcy – Thank you

McGreevey, Karen – Thank you to the board for their service

Discussion Items:

- A. First Reading of Five-Year Financial Forecast—Emily Hatfield, Treasurer
- B. First Reading of Board Policy Updates—Dr. Jack Fette, Chief Academic Officer

Treasurer D. King moved, M. Patrick seconded, to approve Treasurer action items

Action A - D

Items

190

Vote: D. King, yes; M. Patrick, yes; K. O'Brien, yes; Dr. L Wyse, yes; J. Wagner Feasel, yes. Motion carried

B. Approve Amended FY22 Appropriations at the Fund Level

C. Approve board meeting minutes for August 12, 2021; August 26, 2021; September 9, 2021; and September 23, 2021

D. Approve donations

1) \$3,814.42 for Supplemental Boys Basketball Coaching Positions

From: Olentangy Liberty Athletic Boosters

To: Olentangy Local Schools

2) \$4,271.65 for Supplemental Ice Hockey Coaching Positions

From: Olentangy Liberty Athletic Boosters

To: Olentangy Local Schools

Supt. Dr. L Wyse moved, D. King seconded; to approve Superintendent

Action Action Items A – G

Items

21-191 Vote: Dr. L Wyse, yes; D. King, yes; K. O'Brien, yes; M. Patrick, yes; J. Wagner

Feasel, yes. Motion carried

- A. Specific Human Resource Items—Certified Staff
 - 1. Accept, with regret, for the purpose of retirement, the following certified resignation:

Harman, Cathy J., Liberty Middle School, Grade 6, effective at the end of the 2021-22 school year

2. Accept, with regret, the following certified resignation:

Walters, Cynthia E., Shanahan Middle School, Art, effective October 19, 2021

3. Approve certified leaves of absence:

Fisher, Christina M., Liberty Tree Elementary School, Grade 4, effective November 10, 2021 through May 27, 2022

Greer, Nicole L., Liberty Tree Elementary School, Intervention Specialist-SLC, effective October 5, 2021 through May 27, 2022

4. Approve certified positions paid through memorandum billing:

Sowers, Grace M., Shanahan Middle School, Special Education Services, Instructor, 40 hours at \$1,000 total

5. Approve supplemental contract employment for the 2021-2022 school year/season, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records and receipt of all other necessary documentation. Employment also is specifically conditioned on and subject to the activity/season occurring, with proration in the event of partial performance as determined by the administration and the supplemental committee

Supplemental Area	Location	Coach / Advisor	Group	Step	Amount	Season
Advisors						
Model United Nations Advisor	OHS	Ebie, Ryan M.	11	0	\$435.00	All Year
Elementary Enrichment Advisor	ACES	Suter, Michelle M.	1/3 of 8	7	\$825.99	All Year
Safety Patrol Advisor	ACES	Cristina, Nicola S.	9	0	\$1,306.00	All Year
Elementary Orchestra/Strings Adv	FTES	Bash, Jason J.	1/2 of 5	8	\$2,394.00	All Year
Elementary Music Enrichment Adv	GOES	Shingledecker, Carole B.	10	18	\$1,306.00	All Year
Elementary Music Enrichment Adv	GOES	Shingledecker, Carole B.	11	18	\$871.00	All Year
Elementary Music Enrichment Adv	GOES	Shingledecker, Carole B.	10	18	\$1,306.00	All Year
Elementary Music Enrichment Adv	GOES	Shingledecker, Carole B.	11	18	\$871.00	All Year
Elementary Music Enrichment Adv	GOES	Shingledecker, Carole B.	11	18	\$871.00	All Year
Elementary Enrichment Advisor	ISES	Thompson, Paul J.	8	1	\$1,850.00	All Year
Elementary Orchestra/Strings Adv	ISES	Honaker, Elisabeth L.	5	11	\$5,223.00	All Year
Elementary Enrichment Advisor	JCES	Conaway, Melanie L.	8	2	\$1,959.00	All Year
Safety Patrol Advisor	JCES	Acox, Nicole D.	1/2 of 9	11	\$1,197.00	All Year
Safety Patrol Advisor	JCES	Wilson, Tiffany C.	1/2 of 9	0	\$653.00	All Year
Basketball						
7th Grade Girls Basketball Coach	OSMS	Long, Michael G.	6	2	\$3,047.00	Winter
Cheerleading						
7th Grade Cheerleader Coach	OSMS	Wolfe, Jordyn M.	3/4 of 7	3	\$2,121.75	Winter
Wrestling						
Head Wrestling Coach	OLHS	Marinelli, Mark A.	2	28	\$7,400.00	Winter

6. Approve pupil activity supervisor supplemental contract employment for the 2021-2022 school year/season, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records and receipt of all other necessary documentation. Employment also is specifically conditioned on and subject to the activity/season occurring, with proration in the event of partial performance as determined by the administration and the supplemental committee

Supplemental Area	Location	Coach / Advisor	Group	Step	Amount	Season
Basketball						
Asst Basketball Coach Volunteer	OBHS	Collins, Blake A.	N/A	N/A	\$	Winter
Girls Head Basketball Coach	OHS	Ballmer, Jr John C.	1	9	\$9,141.00	Winter
Girls Asst Basketball Coach	OHS	Schwochow, Andrew D.	3	4	\$5,223.00	Winter
Boys Asst Basketball Coach	OLHS	Barnett, Douglas A.	2/3 of 3	3	\$3,303.96	Winter
Faculty Manager						
Faculty Manager	OLHS	Gillum, Tanner T.	1/3 of 4	3	\$1,364.55	Winter
Faculty Manager	OLHS	Taegel, Kevin D.	1/3 of 4	0	\$1,149.06	Winter
Ice Hockey						
Head Ice Hockey Coach	OBHS	Pennington, Timothy R.	2	11	\$7,400.00	Winter
Asst Ice Hockey Coach	OBHS	Ebare, Keith O.	3/4 of 4	1	\$2,775.00	Winter
Asst Ice Hockey Coach	OBHS	Shepherd, Hunter J.	1/4 of 4	0	\$870.50	Winter
Asst Ice Hockey Coach	OBHS	Shepherd, Jacob M.	4	3	\$4,135.00	Winter
Asst Ice Hockey Coach Volunteer	OBHS	Barber, Timothy R.	N/A	N/A	\$	Winter
Asst Ice Hockey Coach Volunteer	OBHS	Mclellan, Cameron C.	N/A	N/A	\$	Winter
Asst Ice Hockey Coach Volunteer	OBHS	Richard, Neil E.	N/A	N/A	\$	Winter
Asst Ice Hockey Coach Volunteer	OBHS	Robertson, Andrew S.	N/A	N/A	\$	Winter
Head Ice Hockey Coach	OHS	Ross, Michael A.	2	6	\$6,529.00	Winter

Supplemental Area (cont.)	Location	Coach / Advisor	Group	Step	Amount	Season
Asst Ice Hockey Coach	OHS	Spiker, Michael T.	4	5	\$4,571.00	Winter
Wrestling						
Asst Wrestling Coach	OBHS	Crumb, Michael C.	1/4 of 4	1	\$925.00	Winter
Asst Wrestling Coach	OBHS	Morris, Aaron C.	1/4 of 4	1	\$925.00	Winter
Asst Wrestling Coach	OBHS	Hooks, Jamison I.	1/2 of 4	1	\$1,850.00	Winter
Asst Wrestling Coach	OLHS	Roskovich, Chad A.	1/2 of 3	13	\$3,264.50	Winter
Asst Wrestling Coach	OLHS	Zucker. Michael R.	3	16	\$6,529.00	Winter
Head Wrestling Coach	OLMS	Gualtieri, Marcello R.	6	3	\$3,265.00	Winter
Asst Wrestling Coach	OLMS	Householder, James E.	7	0	\$2,176.00	Winter
Head Wrestling Coach	OLMS	Martin, Raymond P.	6	2	\$3,047.00	Winter

B. Specific Human Resource Items — Classified Staff

1. Accept, with regret, the following classified resignations:

Anderson, Errin A., Berkshire Middle School, Cafeteria Aide, effective October 22, 2021

Bobrowski, Julie A., Orange Middle School, Intervention Aide, effective October 22, 2021

Rittenhouse, Jared R., Indian Springs Elementary School, Custodian, effective October 17, 2021

Toomey, Shannon D., Transportation, Driver, effective November 1, 2021 Waterwash, Ron G., Liberty High School, Study Hall Monitor Aide, effective October 22, 2021

- 2. Approve correction of a previously approved classified recommendation: Hutson, Hayley M., Liberty Tree Elementary School, Intervention Aide to Playground/Cafeteria Aide
- 3. Approve classified employment for the 2021-22 school year, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other necessary documentation:

Blevins, Montana, Wyandot Run Elementary School, Intervention Aide Murdock, Alexandra, Oak Creek Elementary School, Intervention Aide **Ransburgh, Stephanie M.**, Orange Middle School, Intervention Aide **Rice, Austin D.**, District, Field Service Technician Webster, Trisha D., Liberty High School, Study Hall Monitor Aide

4. Approve classified substitute workers for the 2021-22 school years, specifically conditioned on and subject to successful background checks, receipt and final administrative review of all application records, and receipt of all other necessary documentation

Connie Adams Saima Hussain Samar Alameri Lori Irelan Padmaia Bandaru Pushyami Kavirat Jennifer Bathke Shannon Khushalani Ashley Beamer Brianna Minniear Swathi Beerman Shipla Paltra Xenia Brookins Sean Harrison-Poehler Nathaniel Ramirez Elizabeth DeBlock Joetta Foster Yi Roa Margaret Foster McKinzie Seville Modesto Soler Hetalben Gandhi Rajeswari Gavara Kathy Sonner Patrick Greenwell Jackie Wilson Heather Grev Helena Zvansky Mary Hudson

C. Approve seniors for graduation, pending certification of completion of all district, state, and local requirements:

Berlin High School: Styers, Riley William Monroe

Liberty High School: Bendick, Brooke; Jenay Boggs, Isabelle

Orange High School: **Downs, Nicholas Joseph**.

D. Approve student overnight and out-of-town trips

OLHS 12/10/2021 12/11/2021 1 0 Wrestling Iron Man Cuhahoga, OH Parents 10 OLHS 12/28/2021 12/30/2021 0 0 Wrestling Tournament Brecksville, OH Parents 14 OHS 3/27/2022 4/1/2022 0 0 Softball Spring Break Destin, FL Parents 27	School	Beginning Date	Return	Days Missed	No. of Volunteers	Event	Location	Transportation	#of Students
Iron Man	OLLIC	42/40/2024	42/44/2024	4	0	NA/	Cubabana Oll	Danasta	10
OHS 3/27/2022 4/1/2022 0 0 Softball Spring Break Destin, FL Parents 27	OLHS	12/10/2021	12/11/2021	1	U		Cunanoga, OH	Parents	10
	OLHS	12/28/2021	12/30/2021	0	0	Wrestling Tournament	Brecksville, OH	Parents	14
	OHS	3/27/2022	4/1/2022	0	0	Softball Spring Break	Destin, FL	Parents	27
OBHS 4/23/2022 4/26/2022 2 0 DECA ICDC Qualifiers Atlanta, GA Air TBD	OBHS	4/23/2022	4/26/2022	2	0	DECA ICDC Qualifiers	Atlanta, GA	Air	TBD
OLHS 5/30/2022 6/10/2022 0 0 France Trip France Air 10-20	OLHS	5/30/2022	6/10/2022	0	0	France Trip	France	Air	10-20

E. Declare transportation as impractical for students in accordance with the Resolution Impractical Transportation approved by the Board of Education on November 29, 2005

Last Name	First Name	Grade	Parent	Name Building
Akusoba	Chizara	3	Chidinma Akusoba	Worthington Christian
Akusoba	Chidiora	1	Chidinma Akusoba	Worthington Christian
Alt	Richard	1	Stratton Alt	Worthington Christian
Ameh	Ethan	4	Onma Ameh	Genoa Christian Acd
Ameh	Jasmine	7	Onma Ameh	Genoa Christian Acd

Last Name	First Name	Grade	Parent	Name Building
Amstutz	Camryn	5	Doran Amstutz	Worthington Christian
Amstutz	Bryson	8	Doran Amstutz	Worthington Christian
Ashcraft	Caleb	7	Chris/Jennifer Ashcraft	Geneoa Christian Acd
Ashcraft	Grace	10	Chris/Jennifer Ashcraft	Geneoa Christian Acd
Ashu	Bright	6	Marie BN Tanyi	Worthington Christian
Ashu	Faith	7	Marie BN Tanyi	Worthington Christian
Ashutanyi	Peace	4	Marie BN Tanyi	Worthington Christian
Asir	Jason	6	Jerome M Asirwatham	Tree of Life
Asir	Melina	KG	Jerome M Asirwatham	Tree of Life
Ball	Nathanael	12	Chris Ball	Worthington Christian
Bauman	Lena	4	James Bauman	Worthington Christian
Bauman	Joel	8	James Bauman	Worthington Christian
Bauman	Jonathan	10	James Bauman	Worthington Christian
Bauman	Lily	12	James Bauman	Worthington Christian
Belfrage	Dane	1	Katharine Belfrage	Worthington Christian
Belfrage	Hollis	5	Katharine Belfrage	Worthington Christian
Best	Amelia	KG	Amelia G Best	Tree of Life
Bevin	Jafna	2	Bevin Seeni Pushparaj	Tree of Life
Bolton	Brinley	2	Kiley Bolton	Delaware Christian
Boltz	Jillian	5	Kenneth Boltz	Tree of Life
Boltz	Micah	5	Kenneth Boltz	Tree of Life
Boltz	Hannah	7	Kenneth Boltz	Tree of Life
Boulware	Luke	1	Courtney Boulware	Delaware Christian
Broadfoot	Cameron	5	Sheri Broadfoot	Worthington Christian
Broadfoot	Natalie	5	Sheri Broadfoot	Delaware Christian
Brooks	Raelene	6	Kristin Brooks	Worthington Christian
Burchwell	Gracie	7	Jason Burchwell	Worthington Christian
Bussey	Joley	9	Melissa/Brock Bussey	Worthington Christian
Bussey	Kaelyn	6	Melissa/Brock Bussey	Worthington Christian
Butler	Anna	9	Amanda Butler	Worthington Christian
Cain	Abigail	1	Jennifer Cain	Genoa Christian Acd
Cardellino	Cora	1	Sherri Cardellino	Genoa Christian Acd
Carpenter	Jack	11	Lisa Carpenter Bishop	Watterson High School
Carpenter	Madison	9	Lisa Carpenter Bishop	Watterson High School
Carrel	Joshua	11	Tiffany Carrel	Worthington Christian
•	Ethan	8	Tiffany Carrel	Worthington Christian
Carrel Castro	Lindsey	9	Carrie Erdy	Delaware Christian
Chanea	Joshua	7	Yolanda Chanea	Genoa Christian Acd
Chanea	Joanna	2	Yolanda Chanea	Genoa Christian Acd
Chanea	Kayla	6	Yolanda Chanea	Genoa Christian Acd
Chemielewski	Caleb	9	Jessica lams	Worthington Christian
Cisler	Annabelle	8	Brett Cisler	Worthington Christian
Conner	Amanda	7	Amanda Conner	St. Brendan
Conner	Lincoln	1	Amanda Conner	St. Brendan
	Arielle	3	Marc/Jill Cooley	Polaris Christian Acd
Cooley Cox		7	Lori Cox	Genoa Christian
Dabo	Cayden Arianna	2	Chinwe Dabo	Tree of Life
Dabo	Maya	KG	Chinwe Dabo	Tree of Life
Davis	Caden	9 7	Kim Davis Bishop	Watterson High School
Davis	Hannah	•	Michael/Teresa Davis	Worthington Christian
Davis	Jeremiah	5	Michael/Teresa Davis	Worthington Christian
Davis	Abigail	2	Michael/Teresa Davis	Worthington Christian
Denorme	Caleb	12	Jennifer Denorme	Worthington Christian

Last Name	First Name	Grade	Parent	Name Building
Dixon	Garrett	11	Tonya Kay Dixon	Worthington Christian
Dodson	Elaina	KG	Kirk Dodson	Genoa Christian Acd
Dodson	Ashlyn	1	Kirk Dodson	Genoa Christian Acd
Dodson	Cameron	3	Kirk Dodson	Genoa Christian Acd
Dotson	Andrew (AJ)	6	Elizabeth Dotson	Worthington Christian
Dunson	Adam	12	Nykki Dunson	Worthington Christian
Eben	Gladson	KG	Gladson Samson	Tree of Life
Ehrhardt	Matthew	KG	Victoria Ehrhardt	Delaware Christian
Ellzey	Destiny	11	Debora Elizey	Tree of Life
Fife	Olivia	12	Erin Fife	Worthington Christian
Fife	Rachel	10	Erin Fife	Worthington Christian
Fife		8	Erin Fife	_
Fife	Lauren	1	Erin Fife	Worthington Christian
	Everett	7		Worthington Christian
Franks	Justus	-	J. Franks	Genoa Christian Acd
Fry	Gabriella	1	Philip H Fry	Worthington Christian
Fry	Danielle	4	Philip H Fry	Worthington Christian
Fry	Elizabeth	8	Philip H Fry	Worthington Christian
Fry	Nathan	12	Philip H Fry	Worthington Christian
Garinger	Alaine	9	Paul Garinger	Worthington Christian
Garinger	Gabriel	7	Paul Garinger	Worthington Christian
Garinger	William	10	Paul Garinger	Worthington Christian
Gilham	Samuel	9	Elliott Gilham	Genoa Christian Acd
Gilham	Ella	4	Elliott Gilham	Genoa Christian Acd
Gordon	Lily	7	Liz Gordon	Tree of Life
Gosa	Joseph	8	Andrea Gosa	Worthington Christian
Graham	Carson	5	Nicholas Graham	Genoa Christian Acd
Graham	Tatum	2	Nick Graham	Genoa Christian Acd
Grimes	Emerson	4	Nicolas/Adrienne	Grimes Worthington CH
Grimes	Isaac	1	Nicolas/Adrienne	Grimes Worthington CH
Gunner	Thompson	2	Suzanne Thompson	Worthington Christian
Haines	Karter	1	Amanda Haines	Worthington Christian
Haines	Abigail	4	Amanda Haines	Worthington Christian
Hall	Terra	5	Kewaune Hall	Tree of Life
Hall	Terrence	2	Kewaune Hall	Tree of Life
Hamilton	Kennedy	11	Wendy Hamilton	Worthington Christian
Hammond	Alison	7	Christy Hammond	Delaware Christian
Hardin	Sania	11	lesha Mullins	Worthington Christian
Hartings	Malachi	3	Rebecca Hartings	Worthington Christian
Hartings	Thomas	7	Ben Hartings	Worthington Christian
Hartings	Grace	9	Lynn Hartings	Worthington Christian
Hartings	Jullexa	9	Rebecca Hartings	Worthington Christian
Hartings	Isabella	12	Rebecca Hartings	Worthington Christian
Hawley	Hanna	6	Amy Hawley	Genoa Christian Acd
Hawley	Hayden	9	Amy Hawley	Genoa Christian Acd
Heinmiller	Will	9	Jason Heinmiller	Bishop Watterson
Henderson	Sophie	12	Carol Henderson	Worthington Christian
Hermiz	Karis	3	Dan Hermiz	Worthington Christian
Hermiz	Adalyn	5	Dan Hermiz	Worthington Christian
	-	8		_
Hermiz Hermiz	Elise Luke	9	Dan Hermiz Dan Hermiz	Worthington Christian
				Worthington Christian
Hicks	Crizelle	5	Julia Hicks	Worthington Christian
Hill	Kenna	8	Dawn Hill	Tree of Life
Hoeflich	Elijah	5	Brooke Hoeflich	Worthington Christian

Hoelich Isaac	Last Name	First Name	Grade	Parent	Name Building
Houston Samantha KG Jennifer Ristucci Genoa Christian Acd Hudak Isaac 4 Julie Hudak Worthington Christian Hudak Hannah 2 Julie Hudak Worthington Christian Huffer Kendal 5 Darah Huffer Worthington Christian Huffer Danier 5 Darah Huffer Worthington Christian Huffer Hayden 9 Darah Huffer Worthington Christian Huffer Hayden 9 Darah Huffer Worthington Christian Huffer Huden McLean 7 Scott Hulme Worthington Christian Huffer Huffer Hayden 9 Darah Huffer Worthington Christian Huffer Huffer Madeleine 9 Scott Hulme Worthington Christian Huffer Worthington Christian Huffer Worthington Christian Huffer Huffer Colby 9 Retta Hurlbert Marburn Acd Hurlbert Marburn Acd St. Brendon School Tace Of Life Northridge Jacobsen Ella 8 Cynthia M. Jacobson St. Brendon School Tree Of Life Northridge Jacobsen Ella 8 Cynthia M. Jacobson St. Brendon School Jadrey Kali 11 Stephany Jodrey Genoa Christian Acd Jodrey Celton 1 Stephany Jodrey Genoa Christian Acd Jodrey Celton 1 Stephany Jodrey Genoa Christian Acd Jodrey Celton 1 Stephany Jodrey Genoa Christian Acd Johnson Jacob 1 Angela Johnson Tree of Life Journey Carter 2 Jacquelyn Journey Delaware Christian Journey Connor 4 Jacquelyn Journey Delaware Christian Kauffman Isabella 8 Steve Kauffman Worthington Christian Kauffman Sarah 10 Steve Kauffman Worthington Christian Kindberg Tyler 11 Kelly Kindburg Worthington Christian Kirkley Matthew 6 Cynthia Kirkley Worthington Christian Kirkley Matthew 6 Cynthia Kirkley Worthington Christian Kirkley Matthew 6 Cynthia Kirkley Worthington Christian Acd Kirwin Gabrielle 7 Daniel Kirwin Genoa Christian Acd Kirwin Brendan 9 Brin Kinnison Worthington Christian Kirkley Morthington Christian Acd Kirwin Gabrielle 7 Daniel Kirwin Genoa Christian Acd Lewald Genoa Christian Acd Lewald Toby 4 Scott Lewald Genoa Christian Acd Lewald T	•			Brooke Hoeflich	_
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	Longhouse	Emerson	4	Sarah Longhouse	Worthington Christian
Longhouse Henry 4 Mollie Longhouse Worthington Christian	Longhouse	Henry	4	Mollie Longhouse	Worthington Christian

Last Name	First Name	Grade	Parent	Name Building
Magistro	Victoria	1	Chad Magistro	Worthington Christian
Magistro	Melia	5	Chad Magistro	Worthington Christian
Magistro	Anthony	3	Chad Magistro	Worthington Christian
Martin	Haley	12	Shara Martin	Genoa Christian Acd
Mast	Kaitlyn	9	Julie Mast	Worthington Christian
Mast	Elise	12	Julie Mast	Worthington Christian
McAllister	Ethan	7	Rebecca McAllister	Worthington Christian
McAllister	Andrew	5	Rebecca McAllister	Worthington Christian
McNeill	Shannon	10	Joella McNeill	Tree of Life
Meadows	Camden	6	Nicole Meadows	Delaware Christian
Meadows	Brexden	3	Nicole Meadow	Delaware Christian
Memmelaar	Maxwell	10	Nikki Memmelaar	Marburn Acd
Morganski	Maci	8	Paul Morganski	Worthington Christian
Morganski	Matthew	9	Iva Morganski	Worthington Christian
Moseley	Ava	2	Jessica Bell	Tree of Life
Moseley	Natalia	2	Jessica Bell	Tree of Life
Moser	Bradley Aaron	3	CHRISTINA A MOSER	Delaware Christian
Moser	Lucas	1	CHRISTINA A MOSER	Delaware Christian
Muskopf	Anja	9	Stephen Muskopf	Worthington Christian
Muskopf	William	12	Steve Muskopf	Worthington Christian
Myers	Emerson	4	Nicole Myers	Delaware Christian
Myers	Brady	9	Bryan Myers	Worthington Christian
Myers	Luke	6	Bryan Myers	Worthington Christian
Myers	Riley	11	Bryan Myers	Worthington Christian
Neader	Emerson	1	Amy M. Neader	Saint Brendan School
Neader	Kaelyn	5	Amy M. Neader	Saint Brendan School
Nicastro	Eva	10	Kendra/Chris Nicastro	Delaware Christian
Nip Chun	Cyrus	9	Sau Kan Winifred, Nip	Worthington Christian
Oakley	Sydney	7	Melanie Oakley	Worthington Christian
Oakley	Avery	9	Melanie Oakley	Worthington Christian
Oberbrunner	Addison	6	Kary Oberbrunner	Worthington Christian
Oberbrunner	Isabel	9	Kary Oberbrunner	Worthington Christian
Oberbrunner	Keegan	10	Kary M Oberbrunner	Worthington Christian
O'Neil	Kinleigh	3	Andrew O'Neil	Worthington Christian
O'Neil	Beckett	7	Andrew O'Neil	Worthington Christian
Owens	Noah	12	Kathy Owens	Worthington Christian
Pais	Saachi	3	Sanjay Pais	Polaris Christian Acd
Pais	Sasha	6	Sanjay Pais	Polaris Christian Acd
Patt	Charotte	2	Rachel Faye	Patt Worthington Christ.
Patton	Drew	1	Jennifer Patton	Tree of Life
Paul	Jacob	11	Teresa Jacob	Tree of Life
Pellegrini	Salvatore	6	Carla/Bruno Pellegrini	Genoa Christian Acd
Pellegrini	Vincenzo	3	Carla/Bruno Pellegrini	Worthington Christian
Pihl	Nicholas	9	Susan White	Worthington Christian
Pomajevich	Megan	2	Karen Pomajevich	Worthington Christian
Pomajevich	Emily	9	Karen Pomajevich	Worthington Christian
Pomajevich	Bradley	11	Karen Pomajevich	Worthington Christian
Puckett	Zachary	4	Sara Puckett	Tree of Life
Pugh	Kyra –	10	Anna Pugh	Worthington Christian
Reale	Emma	10	Jennifer Reale	Worthington Christian
Reale	Ethan	7	Jennifer Reale	Worthington Christian
Reale	Kaitlyn	3	Jennifer Reale	Worthington Christian
Ressler	Jacob	6	Joyce Ressler	Worthington Christian

Last Name	First Name	Grade	Parent	Name Building
Ressler	Jackson	9	Joyce Ressler	Worthington Christian
Rider	Elizabeth	11	Loretta Rider	Worthington Christian
Rider	Elijah	7	Loretta Rider	Worthington Christian
Riebel	Eric	11	Michael Riebel	Delaware Christian
Riebel	Raquel	9	Michael Riebel	Delaware Christian
Ruane	Scott	11	Karen Ruane	Worthington Christian
Salem	Adelynne	3	Christine Salem	Worthington Christian
Sanders	Audrey	11	Sarah Sanders	Worthington Christian
Sanders	Jacob	7	Sarah Sanders	Worthington Christian
Sanders	Matthew	10	Sarah Sanders	Worthington Christian
Schiffel	Perri	1	Melissa Schiffel	Tree of Life
Schoonover	Isaac	4	Karie L Schoonover	Worthington Christian
Schoonover	Nolan	6	Nolan Schoonover	Worthington Christian
Schull	Henry	1	Terri Schull	Worthington Christian
Shemenski	Ava	6	Wendy Shemenski	Worthington Christian
Shemenski	Noah	7	Dan Shemenski	Worthington Christian
Shemenski	Genevieve	11	Wendy Shemenski	Worthington Christian
Shemenski	Micah	12	Wendy Shemenski	Worthington Christian
Sherrod	Reagan	KG	Mark Sherrod	Tree of Life
Skidmore	Elizabeth	8	Jayne B Skidmore	Worthington Christian
Smith	Emily	8	Karen Smith	Worthington Christian
Smith	Samuel	3	Steph Smith	Delaware christian
Smith	Charlotte	1	Steph Smith	Delaware Christian
Smolenski	Jack	6	Julie Smolenski	Worthington Christian
Spires	Samuel	12	Brian Spires	Worthington Christian
Spires	Joseph	10	Brian Spires	Worthington Christian
Spires	Hope	7	Brian Spires	Worthington Christian
St John	Camden	10	Emily St John	Worthington Christian
St John	Camden	9	Emily/Damian St. John	Worthington Christian
St. John	Noah	11	Emily/Damian St. John	Worthington Christian
Stevenson	Estelle	1	Timothy Stevenson	Delaware Christian
Stimpson	Sarah	7	Carrie Stimpson	Worthington Christian
Stimpson	Luke	11	Carrie Stimpson	Worthington Christian
Summers	Peyton	8	Shannon/Dave Summer	s Tree of Life Christian
Summers	Brady	6	Shannon/Dave Summer	s Tree of Life
Sutton	Lyla	2	Sarah Sutton	Worthington Christian
Sutton	Dylan	5	Sarah Sutton	Worthington Christian
Sutton	Ava	8	Sarah Sutton	Worthington Christian
Taylor	Latham	4	David Taylor	Worthington Christian
Taylor	Dollie	1	David Taylor	Worthington Christian
Thompson	Lincoln	4	Suzanne Thompson	Worthington Christian
Thompson	Logan	6	Suzanne Thompson	Worthington Christian
Thompson	Gunner	1	Suzanne Thompson	Worthington Christian
Thottempudi	Siddharth	3	Mastan Roa Thottempu	di Tree of Life
Tolley	Johan	11	Trevor/Lynn Tolley	Delaware Christian
Torkornoo	Ann	10	Justina/Ishmal Torkorno	o Delaware Christian
Torkornoo	David	7	Justina/Ishmal Torkorno	o Delaware Christian
Trader	Benjamin	7	Matt Trader	Worthington Christian
Trader	Julia	11	Matt Trader	Worthington Christian

Last Name	First Name	Grade	Parent	Name Building
Tyson	Kayla	10	Cindy C Tyson	Worthington Christian
Varian	Jonah	12	Holly Varian	Worthington Christian
White	Emmie	5	CARRIE WHITE	Worthington Christian
White	Hazel	2	Gina White	Worthington Christian
White	Annie	10	Carrie White	Worthington Christian
Wiley	Harrison	3	Jonathan Wiley	Worthington Christian
Wiley	Jackson	5	Jonathan Wiley	Worthington Christian
Wiley	Kate	6	Jonathan Wiley	Worthington Christian
Will	Garrett	7	Connie Will	Polaris Christian Acad
Wilson	Vivian	5	Jana Wilson	Tree of Life
Wilson	Lydia	9	Jana Wilson	Tree of Life
Windsor	Abbey	12	William Windsor	Worthington Christian
Winfree	Benjamin	6	Susie Winfree	Worthington Christian
Winfree	Brooke	8	Susie Winfree	Worthington Christian
Wintersteller	Alison	1	Christina Wintersteller	The Learning Spectrum
Witt	Wren	1	Lea Witt	Delaware Christian
Woloshan	Logan	9	Deena Woloshan	Worthington Christian
Wood	Baden	9	Philip Wood	Worthington Christian
Wood	Connor	11	Philip Wood	Worthington Christian
Woodfin	Natalie	10	Scott Woodfin	Worthington Christian
Woodfin	Grant	12	Scott Woodfin	Worthington Christian
Yoder	Alecia	9	Letitia Yoder	Worthington Christian
Yoder	Cedric	11	Letitia Yoder	Worthington Christian
Zardes	Maylie	KG	Madison Zardes	Tree of Life
Zardes	Gyan	2	Madison Zardes	Tree of Life
Zerkle	Brinsley	2	Shannon Zerkle	Delaware Christian
Zerkle	Solomon	4	Shannon Zerkle	Delaware Christian
Zerkle	Isaac	6	Shannon Zerkle	Delaware Christian
Zhu	Samuel	7	Juan Peng	Worthington Christian
Zhu	Rosie	2	Juan Peng	Worthington Christian
Zody	Eliana	6	Jackie Zody	Worthington Christian
Zody	Luke	10	Jackie Zody	Worthington Christian

- F. Approve Memorandum of Understanding (MOU) between Delaware-Morrow Mental Health & Recovery Services Board (Board) and Olentangy Local School District (OLSD) for on-site services at OLSD locations with OLSD's fiscal obligation of \$156,000, one-half (1/2) of total cost, to be paid to the Board upon receipt of Board payment to Syntero, Inc.
- G. Approve purchase from Morton Salt, Inc. for road salt for the district roadways and parking facilities in an amount that may exceed \$50,000

Executive Motion by M. Patrick, seconded by K. O'Brien to enter into executive Session at 7:44 p.m., as permitted by Section 121.22 (G) (I) of the Ohio Revised Code, to consider the employment of public employees

Vote: M. Patrick yes; K. O'Brien yes; D. King yes; Dr. L.Wyse, yes; J. Wagner Feasel, yes. Motion Carried

Executive Session adjourned at 8:48 p.m.

Adjourn 21-193		nded that the regular meeting of the ard of Education be adjourned at 8:51 p.m.
	Vote: Dr. L Wyse, yes; K. O'Brien, ye Feasel, yes. Motion carried.	s; D. King, yes; M. Patrick, yes; J. Wagner
J. W	Vagner Feasel, President	Emily Hatfield, Treasurer
	Certificate Section 5705.4	12, Ohio Revised Code
sufficient fur effect for the when combined certification adequate eand for a n	unds to meet the contract agreement, obligation ne remainder of the fiscal year and succeedition bined with the estimated revenue from all o n, are sufficient to provide operating revenue aducational program on all days set forth in its	trict Board of Education, Delaware County, Ohio, has on, payment or expenditure for the above, and has in ng fiscal year the authorization to levy taxes which, ther sources available to the district at the time of ues necessary to enable the district to operate an adopted school calendar for the current fiscal year requal to the number of days instruction was or is
		 Treasurer
		Superintendent of Schools
		President, Board of Education

Donations for November 16, 2021 Meeting

1) **\$1,000.00 Donation**

From: Rick & Emily Mokros

To: SMS Wrestling

2) **\$1,256.39** for Supplemental Girls Basketball Coaching Position

From: Olentangy Liberty Athletic Boosters

To: Olentangy Local Schools

CERTIFIED POSITION(S) PAID THROUGH MEMORANDUM BILLING 2021-2022 School Year

Emp	ployee				Courses /			5	Salary
Last Name	First Name	MI	Position	Building	Sessions	Days	Hours	Per Hour	Total
Academic Success									
Boden	Martin	E.	Instructor	OA	0.00	0.00	13.00	\$ 25.00	\$ 325.00
Coen	Cris	J.	Instructor	OA	0.00	0.00	19.00	\$ 25.00	\$ 475.00
Before- and After-Sc	hool Tutoring								
Bush	Chloe	N.	Instructor	OMES	0.00	0.00	9.00	\$ 25.00	\$ 225.00
Doak	Amy	M.	Instructor	CES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Evans	Megan	N.	Instructor	SMES	0.00	0.00	63.00	\$ 25.00	\$ 1,575.00
Hehmeyer	Leslie	L.	Instructor	CES	0.00	0.00	12.00	\$ 25.00	\$ 300.00
Jehnzen	Jennifer	A.	Instructor	OMES	0.00	0.00	9.00	\$ 25.00	\$ 225.00
Maynard	William	D.	Instructor	OBHS	0.00	0.00	68.00	\$ 25.00	\$ 1,700.00
Parker	Elizabeth	A.	Instructor	OMES	0.00	0.00	14.00	\$ 25.00	\$ 350.00
Petrolo	Katie	E.	Instructor	OMES	0.00	0.00	9.00	\$ 25.00	\$ 225.00
Priest	Morgan	K.	Instructor	SMES	0.00	0.00	63.00	\$ 25.00	\$ 1,575.00
Talbert	Christopher	D.	Instructor	OBHS	0.00	0.00	46.00	\$ 25.00	\$ 1,150.00
Thornberry	Morgan	N.	Instructor	OBHS	0.00	0.00	46.00	\$ 25.00	\$ 1,150.00
Wallace	Blythe	R.	Instructor	SMES	0.00	0.00	63.00	\$ 25.00	\$ 1,575.00
Wypasek	Lynn	E.	Instructor	OMES	0.00	0.00	14.00	\$ 25.00	\$ 350.00
Literature Selection	Revision Project (D	ecen	ber 2021 - January 2022)						
Boone	Catherine	E.	Instructor	OLHS	0.00	0.00	6.00	\$ 25.00	\$ 150.00
Overbeck	Christa	W.	Instructor	OLHS	0.00	0.00	6.00	\$ 25.00	\$ 150.00
Rust	Hannah	C.	Instructor	OLHS	0.00	0.00	6.00	\$ 25.00	\$ 150.00

SUPPLEMENTAL CONTRACTS 2021-22 School Year

		Coach / Advisor			Contract			
Supplemental Area	Location	Last Name	First Name	Middle	Group	Step	Amount	Season
Advisors								
School Newspaper Advisor	OBHS	Bush	Erin	E.	10	3	\$ 1,001.00	All Year
Elementary Orchestra/Strings Advisor	CES	Henning	Jillian	B.	5	5	\$ 4,135.00	All Year
Elementary Enrichment Advisor	CES	Doak	Amy	M.	2/3 of 8	2	\$ 1,292.94	All Year
Elementary Enrichment Advisor	CES	Tod	Jennifer	M.	1/3 of 8	13	\$ 933.57	All Year
Elementary Music Enrichment Advisor	CES	Miracle	Aileen	N.	10	14	\$ 1,306.00	All Year
Elementary Music Enrichment Advisor	CES	Miracle	Aileen	N.	10	14	\$ 1,306.00	All Year
Elementary Music Enrichment Advisor	CES	Stewart	Nathan	R.	11	0	\$ 435.00	All Year
Elementary Music Enrichment Advisor	CES	Stewart	Nathan	R.	11	0	\$ 435.00	All Year
Elementary Music Enrichment Advisor	LTES	Walls	Lori	M.	10	16	\$ 1,306.00	All Year
Elementary Enrichment Advisor	SMES	Hamilton	Zachary	R.	1/3 of 8	0	\$ 574.53	All Year
Elementary Enrichment Advisor	SMES	Shoaf	Jennifer	Α.	1/3 of 8	0	\$ 574.53	All Year
Elementary Enrichment Advisor	TRES	Frencho	Angela	E.	1/3 of 8	1	\$ 610.50	All Year
Elementary Enrichment Advisor	TRES	Landis	Lauren	M.	1/3 of 8	1	\$ 610.50	All Year
Elementary Enrichment Advisor	TRES	Woodruff	Nicole	Α.	1/3 of 8	1	\$ 610.50	All Year
Safety Patrol								
Safety Patrol	CES	Brinkman	Stacey	L.	1/4 of 9	1	\$ 353.75	All Year
Safety Patrol	CES	Hausman	Lauren	A.	1/4 of 9	1	\$ 353.75	All Year
Safety Patrol	CES	Taglione	Regina	K.	1/4 of 9	1	\$ 353.75	All Year
Safety Patrol	CES	Tod	Jennifer	M.	1/4 of 9	1	\$ 353.75	All Year
Athletic Director								
Athletic Director	OLMS	Longley	Matthew	W.	1/3 of 4	1	1221	Winter
Drama								
Drama Technical Director	OLHS	Skrovan	Daniel	J.	9	13	\$ 2,394.00	Winter
Faculty Manager								
Faculty Manager	OLMS	Baker	Michael	B.	5	10	\$ 5,223.00	Winter
Swimming								
Asst Swimming Coach	OLHS	Waltman	Rachel	E.	6	1	\$ 2,829.00	Winter
Wrestling								
Head Wrestling Coach	OOHS	Tressler	Scott	C.	2	13	\$ 7,400.00	Winter
Asst Wrestling Coach	OOHS	Daugherty	Patrick	D.	2/3 of 4	2	\$ 2,585.88	Winter
Asst Wrestling Coach	OOHS	Hipsher	Christian	B.	4	0	\$ 3,482.00	Winter
Asst Wrestling Coach	OOHS	Nicola	Brian	R.	2/3 of 4	15	\$ 3,734.94	Winter

PUPIL ACTIVITY SUPERVISOR CONTRACTS 2021-22 School Year

		Coach / Advisor			Contract				
Supplemental Area	Location	Last Name	First Name	Middle	Group	Step	Amount	Season	
Advisors									
Show Choir Choreographer	OBHS	Grimm	Shabonne	M.	8	3	\$ 2,068.00	All Year	
Performing Arts									
Performing Arts Chaperone/Volunteer	OHS	Carlson	Dawn	R.	N/A	N/A	\$ -	All Year	
Performing Arts Chaperone/Volunteer	OHS	Coates-Ambrgey	Stacie	L.	N/A	N/A	\$ -	All Year	
Performing Arts Chaperone/Volunteer	OHS	Hartman	Jennifer	B.	N/A	N/A	\$ -	All Year	
Performing Arts Chaperone/Volunteer	OHS	Hoeppner	Christina	S.	N/A	N/A	\$ -	All Year	
Performing Arts Chaperone/Volunteer	OHS	Schobert	Christopher	R.	N/A	N/A	\$ -	All Year	
Performing Arts Chaperone/Volunteer	OHS	Steele	Tamara		N/A	N/A	\$ -	All Year	
Performing Arts Chaperone/Volunteer	OHS	Vangorder	Jodi	L.	N/A	N/A	\$ -	All Year	
Performing Arts Chaperone/Volunteer	OHS	Wertz	Traci		N/A	N/A	\$ -	All Year	
Bowling									
Boys Head Bowling Coach	OHS	Brehm	Elizabeth	R.	1/2 of 4	5	\$ 2,285.50	Winter	
Boys Head Bowling Coach	OLHS	Nole	Steven	M.	4	6	\$ 4,788.00	Winter	
Girls Head Bowling Coach	OLHS	Christensen	Stacey	C.	1/4 of 4	1	\$ 925.00	Winter	
Girls Head Bowling Coach	OLHS	Nole	Steven	M.	1/2 of 4	6	\$ 2,394.00	Winter	
Girls Head Bowling Coach	OLHS	Pigott	Christopher	R.	1/4 of 4	1	\$ 925.00	Winter	
Asst Bowling Coach	OLHS	Christensen	Stacey	C.	1/2 of 6	1	\$ 1,414.50	Winter	
Asst Bowling Coach	OLHS	Pigott	Christopher	R.	1/2 of 6	1	\$ 1,414.50	Winter	
Faculty Manager									
Faculty Manager	OLHS	Shope	Gregory	Α.	1/3 of 4	9	\$ 1,795.53	Winter	
Ice Hockey		·							
Asst Ice Hockey Coach Volunteer	OHS	Vogel	TJ		N/A	N/A	\$ -	Winter	
Asst Ice Hockey Coach	OLHS	Falvo	Jonathan	Α.	4	1	\$ 3,700.00	Winter	
Asst Ice Hockey Coach	OLHS	McClelland	Darwin	A.	4	3	\$ 4,135.00	Winter	
Asst Ice Hockey Coach	OLHS	Welsh	Ryan	Ο.	4	2	\$ 3,918.00	Winter	
Asst Ice Hockey Coach Volunteer	OLHS	Rengel	Michael	A.	N/A	N/A	\$ -	Winter	
Head Ice Hockey Coach	OOHS	Blaskie	Brenton	A.	2	10	\$ 7,400.00	Winter	
Asst Ice Hockey Coach	OOHS	Carter	Mathew	A.	4	1	\$ 3,700.00	Winter	
Asst Ice Hockey Coach	OOHS	Ehrie	Robert	T.	4	1	\$ 3,700.00	Winter	
Swimming									
Boys Head Swimming Coach	OHS	Brooks	Jonathan	A.	1/4 of 2	4	\$ 1,523.50	Winter	
Girls Head Swimming Coach	OHS	Brooks	Jonathan	A.	1/4 of 2	4	\$ 1,523.50	Winter	
Boys Head Swimming Coach	OOHS	Fourqurean	Joseph	R.	1/4 of 4	11	\$ 1,414.75	Winter	
Wrestling									
Asst Wrestling Coach	OLHS	Ford	Michael	C.	1/2 of 4	2	\$ 1,959.00	Winter	
Asst Wrestling Coach	OLHS	Mead	Brakan	K.	1/2 of 4	2	\$ 1,959.00	Winter	
Asst Wrestling Coach	OLHS	Preston	Nicholas	D.	1/2 of 4	10	\$ 2,829.50	Winter	
Asst Wrestling Coach	OOHS	Knapp	Hayden	D.	3	3	\$ 5,006.00	Winter	
Asst Wrestling Coach	OOHS	Oswalt	Vanessa	R.	2/3 of 4	2	\$ 2,585.88	Winter	
Asst Wrestling Coach	OHMS	Grenier	Trey	R.	1/2 of 7	0	\$ 1,088.00	Winter	

CLASSIFIED POSITION(S) PAID THROUGH MEMORANDUM BILLING 2021-2022 School Year

Emp	oloyee				Courses /				Salary
Last Name	First Name	MI	Position	Building	Sessions	Days	Hours	Per Hour	Total
Before- and After-Sc	hool Tutoring								
Doepker	Jennifer		Instructor	CES	0.00	0.00	12.00	\$ 16.71	\$ 200.52
Morse	Brenna		Instructor	CES	0.00	0.00	12.00	\$ 16.71	\$ 200.52

CLASSIFIED SUBSTITUTES 2021-2022 School Year

Recommended for Board of Education Approval on November 16, 2021

Annie Ahlers Emily Frazee Halle Freese Ashley Haldeman Olivia Iceman Tyeisha Johnson Kristin Kelly Shannon Khushalani Martin Lamp Amanda Logan Kaleigh Palumbo Jenny, Michaleson Sarah Miller Shannon Miller Brianna Minniear Sarah Mudre Angela Nilo Elisa Painter Shannon River Angel Santiago Rivera Molly Row McKinzie Seville Modesto Soler Kelly Springfield Carmen White Rachel Woods

School	Beginning Date of Trip	Return Date	School Days Missed	# of Volunteers	Event Location Transpo		Transportation	Approximate Number of Students
OLHS	11/26/2021	11/28/2021	0	0	Ice Hockey - Cold Turkey Shootout Tournament	Sylvania, OH	Parents	40
OOHS	12/3/2021	12/4/2021	0	0	Science Olympiad - Northview Invitational	Sylvania, OH	School Bus	30
	12.17/2021	12/19/2021	0	0	Ice Hockey - Padua Tournament	Strongsville, OH	Parents	20-23
OOHS	12/28/2021	12/30/2021	0	0	Brecksville Wrestling Tournament	Brecksville, OH	School Vans	14
OOHS	1/13/2022	1/15/2022	1	0	Maumee Bay Wrestling Tournament	Oregon, OH	School Vans	14
OLHS	1/14/2022	1/15/2022	1	1	Swim/Dive - Northeast Classic	Canton, OH	School Bus	35
	1/14/2021	1/16/2021	0	0	Ice Hockey - Walsh Jesuit Tournamant	Strongsville, OH	Parents	20-23
OOHS	1/20/2021	1/23/2021	1	0	Science Olympiad - Notre Dame Invitational	Notre Dame, IN	Charter Bus	30
OHS	1/28/2022	1/30/2022	0	6	OHS Show Choirs - Poca Music Fest	Poca, WV	Charter Bus	80
OHS	2/10/2022	2/14/2022	3	0	National High School Cheerleading Championship	Orlando, FL	Air	35
OOHS	2/11/2022	2/12/2022	0	0	Science Olympiad - Mentor Invitational	Mentor, OH	School Bus	30
	2/25/2021	2/27/2021	0	0	Ice Hockey - JV State Tournament	Gates Mills, OH	Parents	20-23
OOHS	3/4/2022	3/5/2022	1	0	OHSAA District Wrestling Tournament	Hilliard, OH	School Vans	14
OOHS	3/11/2022	3/13/2022	1	0	OHSAA State Wrestling Tournament	Schottenstein Center	School Vans	14
OHS	3/24/2022	3/27/2022	1	6	Heart of America NYC Show Choir Competition	New York, New York	Charter Bus	70
OLHS	5/12/2022	5/13/2022	2	18	The Wild's Overnight Trip	Cumberland, OH	School Bus	18
OLHS	6/8/2022	6/12/2022	0	4	Orchestra to NYC	New York, New York	Charter Bus	50

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Romanelli and Hughes Building Company, an Ohio Corporation (the "Grantor"), for the sum of Five Hundred Fifty Dollars (\$550) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and release unto the Olentangy Local School District Board of Education, an Ohio political subdivision (the "Grantee"), its successors and assigns, forever, a non-exclusive, perpetual ingress and egress easement ("Easement") in, over, under, across and through the easement area described and depicted on Exhibit A attached hereto and incorporated herein by reference (the "Easement Area") for the purposes of constructing, installing, operating, maintaining, reconstructing, replacing, removing and/or repairing a road and appurtenances thereto above and beneath the surface of the ground ("Improvement").

Prior Instrument References: Official Record Volume 1333, Page 968, and Official Record Volume 1491, Page 328 Recorder's Office, Delaware County, Ohio

This Easement shall be binding upon the parties and their respective successors and assigns and shall be deemed to run with the land for the benefit of Grantee, its successors, and assigns.

1. During the initial construction and installation of the Improvement, Grantee is also granted a temporary construction easement located not more than ten feet (10') outside of the boundaries of the Easement Area to permit rough grading, staging, and construction related activities. Following the completion of initial construction, Grantee shall have access to the same areas of Grantor's property as is reasonably necessary to maintain, supplement, repair, replace, and/or remove the Improvement. Upon the completion of any and all of the foregoing activities, Grantee shall restore, as nearly as is reasonably possible, all areas disturbed outside the Easement Area to their previous condition by grading, landscaping, and seeding as appropriate.

- 2. Grantee, its successors, and assigns, shall be solely responsible for the cost to construct, maintain, supplement, repair, replace and/or remove and replace the Improvement.
- 3. Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Area.
- 4. Grantor retains the right to continue to enjoy its property within the limits of the Easement for any and all purposes as are not expressly prohibited or inconsistent with Grantee's rights and that do not interfere with and/or prevent Grantee's use of the Easement, except as otherwise provided herein.

TO HAVE AND TO HOLD said real property unto said Grantee, the Olentangy Local School District Board of Education, its successors and assigns forever, for the uses and purposes hereinbefore described.

Grantor covenants that Grantor is the owner of the real property, that the undersigned is duly authorized to execute this Easement and that the real property is free and clear of all encumbrances, except mortgage, leases, easements and restrictions of record that do not interfere with or prevent the conveyance of this Easement.

This Deed of Easement to	. 1 1	_ 454 154 404 156 11	C NT 1	2021
This Deed of Easement (i ne subscribeo ini	S OA	v or November.	7071

	ROMANELLI AND HUGHES BUILDING COMPANY, an Ohio corporation
	BY:
	Gianni Romanelli
	Executive Vice President
STATE OF OHIO,	
COUNTY OF FRANKLIN, SS	:
The foregoing instrument	was sworn to and acknowledged before me this day of
November, 2021 by Gianni Roma	nelli, the Executive Vice President for Romanelli and Hughes
Building Company, an Ohio corpo	oration.
	Notary Public

Easement Prepared By or on Behalf of: Olentangy Local School District Board of Education 7840 Graphics Way Lewis Center, Ohio 43035

EXHIBIT A



INGRESS AND EGRESS EASEMENT DESCRIPTION OF 0.053 ACRES DELAWARE COUNTY, OHIO

Situated in the State of Ohio, County of Delaware, Township of Berlin, Township 4, Range 18, Section 3, part of Farm Lot 24, United States Military Lands, and within Lot 2100 of Glenmead Section 1, Phase A, of record in Plat Cabinet 4, Slide 49, all of record in the Delaware County Recorder's office and being more particularly described as follows;

BEGINNING FOR REFERENCE, at a an iron pin found on a line common to said Lot 2100 and a 44.983 acre tract conveyed to Olentangy Local School District Board of Education, of record in Deed Book 1809, Page 833, said iron pin being on the easterly right of way line of Gregory Road (CR 93);

Thence, South 86°09'39" East, with said common line, a distance of 528.24 feet, to the **POINT OF TRUE BEGINNING**;

Thence, South 86°09'39" East, continuing with said common line, a distance of 114.93 feet, to a point;

Thence, South 03°50'21 West, leaving said common line and through said Lot 2100, a distance of 20.00 feet, to the northerly right of way line of Glenmead Drive (60-foot right of way);

Thence, North 86°09'39" West, with said northerly right of way line, a distance of 114.93 feet, to a point;

Thence, North 03°50'21" East, leaving said northerly right of way line and through said Lot 2100, a distance of 20.00 feet, to the **POINT OF TRUE BEGINNING**, containing 0.053 acres more or less. Subject to all existing easements and legal highways.

The bearings described herein are based on Grid North (North 00°00'00" East) from GPS observations utilizing the Ohio State Plane North American Datum 1983 (2011 adj, North Zone) coordinate system. All distances expressed herein are in US Survey Feet.

This description is based on existing records and minimal field survey work performed during the month of October 2020, by or under the direct supervision of Thomas Meeks, PS Registered Professional Surveyor #8674.

CT Consultants, Inc.

Thomas M. Meeks P.S.

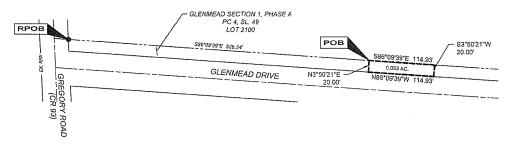
Date

Registered Professional Surveyor No. 8674

STATE OF OHIO, COUNTY OF DELAWARE TOWNSHIP OF BERLIN, BEING PART OF FARMLOTS 9 AND 24, SECTION 3, TOWNSHIP 4 NORTH, RANGE 18, SECTION 3, PART OF FARM LOT 24, UNITED STATES MILITARY LANDS, AND WITHIN LOT 2100 OF GLENMEAD SECTION 1, PHASE A, RECORDED IN PLAT CABINET 4, SLIDER 49, AT THE DELAWARE COUNTY RECORDER'S OFFICE



OLENTANGY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION BK. 1809 PG. 833 44.983 ACRES ± PARCEL No. 418-320-01-001-001



BASIS OF BEARINGS:
THE BEARINGS DESCRIBED
HEPEIN ARE MASEES ON RTK
HEPEIN ARE MASEES ON RTK
UTILIZING THE NAD 83
(2011 ADJ.) REFERENCE
FRAME AND LISED TO
DENOTE ANGULAR VALUE
BETWEEN COURSES
DESCRIBED HEREIN ONLY.
ALL DISTANCES EYERFESSED ALL DISTANCES EXPRESSED HEREIN ARE IN US SURVEY FEET.

NOTES:

- RECORDS SHOWN HEREON ARE FROM THE DELAWARE COUNTY RECORDER'S OFFICE.
- EASEMENTS AND/OR
 RIGHT-OF-WAYS WERE NOT
 ADDRESSED DURING THIS
 SURVEY OTHER THAN SHOWN
 HEREON.
- THIS IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY.

LEGEND

IRON PIN FOUND

PROPOSED EASEMENT LIMITS R/W LIMITS PARCEL LINES

CENTERLINE R/W



CERTIFICATION:

I HEREBY CERTIFY THAT THIS EXHIBIT DEPICTS THE CORRECT REPRESENTATION OF THE LAND AS DETERMINED FROM EXISTING RECORDS & MINIMAL FIELD SURVEY WORK. THIS EXHIBIT IS NOT INTENDED TO BE A BOUNDARY SURVEY AND DOES NOT MEET THE STANDARDS OUTLINED AND DEFINED BY CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE.

7/20/21

THOMAS M. MEEKS OHIO REGISTRATION/LICENSE NO. 8674

your trusted advisor engineers architects planners

OLENTANGY SCHOOL DISTRICT

INGRESS/EGRESS **EASEMENT EXHIBIT** 0.053 AC.

Olentangy Schools- Tyler Run Chiller Proposal ID: 3112582







Trane U.S. Inc. 2300 CityGate Drive, Suite 100 Columbus, OH 43219-3652 Phone: (614) 473-3500

Fax: (614) 473-3501

October 5, 2021

Olentangy Local School 7840 Graphics Way Lewis Center, OH 43035 U.S.A.



ATTENTION: Jeff Gordon

PROJECT NAME: Olentangy Schools- Tyler Run Chiller Replacement- Installation Only

QUOTE NUMBER: 34-140958-21-002 CO-OP CONTRACT NUMBER: USC 15-JLP-023

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

The following "Equipment" will be installed at Olentangy Schools Tyler Run Elementary:

Tag Data - Air-Cooled Helical Rotary Water Chillers (Qty: 1)

rag z ana ran e conourrentan ranta e conocerna e conoc								
Item	Tag(s)	Qty	Description	Model Number				
A1	RTAC-1	1	140-500 Ton Air-Cooled Series	RTAC2504U**HUAFNN1TY2CDBNN6UA1				
			R(TM) (RTA	1AR0EX				

SCOPE OF SERVICE

- Lockout/tagout at Motor Control Center
- Recover refrigerant from existing chiller and dispose of according to EPA guidelines
- Isolate and drain glycol mixture from the loop into provided storage containers
- Disconnect piping and remove insulation
- Disconnect electrical and control wiring
- Provide crane and rigging to remove and dispose of existing chiller and set new chiller in place on new isolators
- Make necessary modification to the existing piping and power and control wiring and connect to new chiller
- Provide and install new heat trace
- Provide and install new insulation from building to chiller connections
- Refill system with glycol
- Remove lockout/tagout
- Start and log chiller and verify proper operation

J:\JOBS\74\161127\6\Olentangy Schools- Tyler Run Chiller RTAC Install.doc

PRICING AND ACCEPTANCE

TOTAL PRICE:	57,36	1.00	USD
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CLARIFICATIONS

- 1. Applicable taxes are not included.
- 2. Any service not listed is not included.
- 3. Does not include chiller.
- 4. Work will be performed during normal Trane business hours.
- 5. This proposal is valid for 30 days from October 5, 2021.

I appreciate the opportunity to earn your business and look forward to helping you with all your service needs. Please contact me if you have any guestions or concerns.

Sincerely,

Blake Moore

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

- 1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
- 2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
- 3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
- 4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE
Authorized Representative
Printed Name
Title
Purchase Order
Acceptance Date
Trane's License Number:

Olentangy Schools- Tyler Run Chiller Proposal ID: 3112582

TERMS AND CONDITIONS - QUOTED SERVICE

"Company" shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

- 1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.
- 2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such the date of cancellation.
- 4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.
- 5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.
- **6. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.
- 7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.
- 8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)
- 9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.
- 10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.
- 11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:
- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminates or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proprtional to their relative fault. The duty to indemnify and hold harmless 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 that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.

Olentangy Schools- Tyler Run Chiller Proposal ID: 3112582

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability \$2,000,000 per occurrence

Automobile Liability \$2,000,000 CSL Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

- 18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
- 19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.
- 20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.
- 21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.
- 22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any

other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this

EX. E.2- November 16, 2021 Page 6 of 8

Olentangy Schools- Tyler Run Chiller Proposal ID: 3112582

Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

-10.48 (0821

Supersedes 1-10.48 (0720)







TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety NFPA 70E compliant electrical PPE; flame-resistant clothing; training.
- Fall Protection full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane developed in accordance with OHSAS 18001.
- Audits and Inspections Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs ensure that they are fully implemented.
- Safety and environmental performance tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the <u>Board of Education of the Olentangy Local School District</u> hereinafter called GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by DEL-CO WATER COMPANY, INC., hereinafter called GRANTEE, the receipt and sufficiency of which GRANTOR acknowledges, does grant, bargain, sell and convey to said GRANTEE, its successors and assigns, an easement, a portion of which is temporary and a portion of which is perpetual, with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, relocate, and remove waterlines, as well as branch waterlines and service lines from a waterline to the road right-of-way, and valves, fittings, meters, hydrants and other accessories over and across the following lands owned by the GRANTORS in the State of Ohio, County of <u>Delaware</u>, Township of <u>Berlin</u>, and more particularly described as follows, to wit:

<u>Parcel Number</u>	<u>Legal</u>	<u>Acreage</u>
418-240-01-068-000	18-4-2 a part of farm lot 14	32.522
418-240-01-069-000	18-4-2 a part of farm lot 14	5.191
418-240-01-070-000	18-4-2 a part of farm lot 14	40.824

which property is located on the <u>South</u> side of <u>Berlin Station Road</u>, and the <u>West</u> side of <u>Piatt Road</u>, and the mailing address of which property is <u>3140 Berlin Station Road</u>, <u>Delaware</u>, Ohio, together with the right of ingress and egress over the GRANTOR'S adjacent lands, for the purpose of which the above-mentioned rights are granted.

The temporary easement, which is for construction purposes, applies only during construction, and is limited to twenty-five (25) feet in width, being 12½ feet on each side of and parallel with the proposed centerline of the water line. The permanent easement hereby granted is limited to the widths as indicated in Exhibit "A" and shall be centered on and parallel with the centerline of the water lines as finally laid and constructed across the lands of the within GRANTORS, said lines to be constructed as near as possible to the center of the easement as shown in Exhibit "A".

The GRANTEE shall pay any damages which may arise to crops, as well as repair any damages to fences, drainage or field tile, driveways, or other structures from the laying, maintaining, operating, repairing, replacing, and final removal of said water lines and shall grade, seed, and mulch any ground area disturbed by GRANTEE. Said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the GRANTEE, and the third appointed by the two appointed as aforesaid, and their word shall be final and conclusive.

If at any time, any governmental authority having control over public streets, highways or rights-of-way requires GRANTEE, or its successors and assigns, to relocate any or all of the facilities which are located along a public street, highway or right-of-way, then GRANTOR, or its successors or assigns, will cooperate reasonably with GRANTEE, and its successors and assigns, to relocate the affected facilities, whether in the public road right-of-way or within the limits of this Easement, along, adjacent, and contiguous to public streets, highways or rights-of-way as they now exist or may hereafter exist. GRANTOR, its successors and assigns, further agree that upon such relocation the area of this Easement shall be deemed modified and relocated to the area of the affected facilities, as relocated.

The permanent easement granted herein shall be non-exclusive and allow other easements to overlap the easement provided herein for the benefit of the GRANTOR; provided, however, the permanent easement granted herein restricts placing sanitary or storm sewer lines within ten feet (10') horizontal separation and two feet (2') vertical separation zones and other buried utilities within a distance of five feet (5') horizontal separation and two feet (2') vertical separation from the centerline of waterlines as finally laid and constructed.

This agreement, together with other provisions of this grant, shall constitute a covenant, running with the land. This agreement shall be binding on GRANTOR and GRANTOR'S successors and assigns. This agreement shall inure to the benefit of GRANTEE, and its successors and assigns. The undersigned covenants that GRANTOR is the owner of the above-described lands, that said lands are free and clear of all encumbrances, except mortgages, leases, easements, and restrictions of record, and that the undersigned has authority to act on GRANTOR'S behalf.

IN WITNESS WHEREOF, the said	Board of Education of the Olentangy Local School
District have hereunto set their hands this	day of, 20
The <u>Board of Educa</u>	ation of the Olentangy Local School District
BY:	
	Printed
-	Title
STATE OF,	
COUNTY OF,	
	nent was acknowledged before me this day of on behalf of the Board of Education of the
	Notary Public Commission Expires

Prepared by: Del-Co Water Co., Inc. 6658 Olentangy River Road Delaware, Ohio 43015

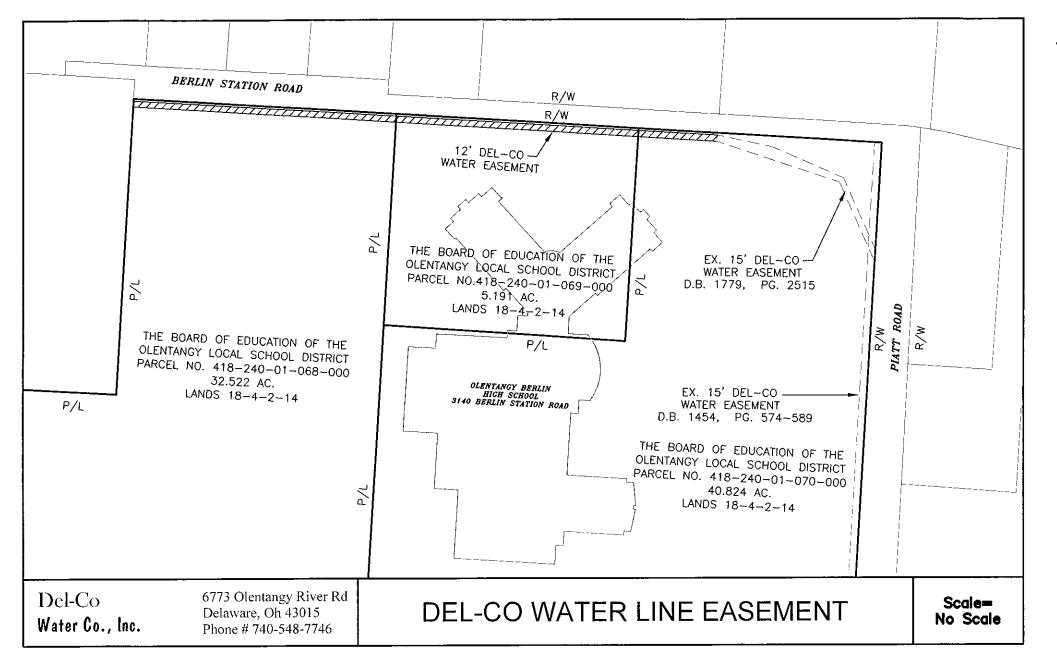


Exhibit "A"





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Voss Brothers Sales & Rentals 10136 Sawmill Road Powell, OH 43065 614-761-2121 jeffvoss@rrohio.com

Quote Summary

Prepared For:

Equipment Total

Salesperson: X_

Jeremy Mitchell OLENTANGY LOCAL SCHOOLS Jeremy Mitchell 7840 GRAPHICS WAY LEWIS CENTER, OH 43035 Business: 740-657-5090 Mobile: 740-272-0599

JEREMY_MITCHELL@OLSD.US

Delivering Dealer: Voss Brothers Sales & Rentals

Bob Neidigh 10136 Sawmill Road Powell, OH 43065 Phone: 614-761-2121 Mobile: 614-556-9875 bobn@vossbros.com

Quote ID:

25413251

Created On:

11 October 2021

Last Modified On:

14 October 2021

\$ 53,837.22

Expiration Date: 30 November 2021

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 1023E Sub-Compact Utility Tractor (15 PTO hp)	\$ 13,052.00	\$ 10,670.01	Χ	3	=	\$ 32,010.03
Contract: OH STS515 AG Mach, Mov Price Effective Date: January 11, 203		(PG 6G CG 22)				
JOHN DEERE 54 in. Quick-Hitch Front Blade	\$ 1,771.00	\$ 1,447.79	Χ	3	=	\$ 4,343.37
Contract: OH STS515 AG Mach, Mov Price Effective Date: November 2, 20		(PG 6G CG 22)				
JOHN DEERE 60D AutoConnect™ 7-Iron Mid-Mount Side Discharge Mower (1023E, 1025R Model Year 2020 and 2025R)	\$ 2,827.00	\$ 2,311.07	Χ	3	=	\$ 6,933.21
Contract: OH STS515 AG Mach, Mov Price Effective Date: November 2, 2		(PG 6G CG 22)				
JOHN DEERE 52 in. Quick-Hitch Rotary Broom	\$ 4,302.00	\$ 3,516.87	Χ	. 3	=	\$ 10,550.61
Contract: OH STS515 AG Mach, Mov Price Effective Date: November 2, 2		(PG 6G CG 22)				

Salesperson : X	Accepted By : X





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Deere & Company 2000 John Deere Run Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Voss Brothers Sales & Rentals 10136 Sawmill Road Powell, OH 43065 614-761-2121 jeffvoss@rrohio.com

* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 53,837.22
	Trade In	
	SubTotal	\$ 53,837.22
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 53,837.22
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 53,837.22

Salesperson : X _____ Accepted By : X _____