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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, NOVEMBER 20, 2017, 7:00 P.M.
JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Minutes

V. Student/Staff Recognition

A. November Students of the Month

Student	Grade	School
Madeline Flaker	04	Franklin Elementary School
Camryn Shamp	04	Isham Elementary School
Alex Neiser	04	Lincoln Elementary School
Kayla Marano	04	Overlook Elementary School
Eden Kapusinski	04	Valley View Elementary School
Trinna Davis	06	Central Intermediate School
Andrew Piepho	08	Wadsworth Middle School
Alexis Whitten	12	WHS Career-Technical
Evan Weese	12	WHS Career-Technical
Lindsey Leatherman	12	Wadsworth High School
Adam Darwich	12	Wadsworth High School

*Ty Racin, Grade 4 Overlook October Student of the Month (unavailable for the October 9 presentation)

B. Ohio School Boards Association (OSBA) Media Honor Roll

1. Emily Canning-Dean, *The Post Newspapers*
2. Tina Heiberg, Wadsworth Community Radio
3. Joe Jastrzemski, Wadsworth Community Radio
4. Tom Stugmyer, Wadsworth Community Radio

C. Drama Club ("Off Broad Street Players") - International Thespian Honor Society

Seniors:

1. Alyssa Baxley
2. Katie Callow
3. Madeleine Cavanaugh
4. Kurt Cosscik
5. Claire Doyle
6. Allyson Honnold
7. Michael Juscak
8. Ashley Leatherman
9. Elise Muhl
10. Olivia Seiberling
11. Macy Shaeffer
12. Degan Sloan
13. Tia Walters-Leone

Juniors:

1. Carter Fraser
2. Henry Maclaren-Hundley
3. Ellie Nicholas

VI. Administrative Discussion Items, Presentations, and Updates

A. Presentation: Central Intermediate School Committee Recommendation to the Board of Education by Ms. Michelle Boni and Mr. Michael Foore
B. Wadsworth High School Athletic Hall of Fame
C. District Website and Mobile App
D. Wadsworth City Schools Performing Arts Foundation

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Resignations

a) Matthew McConnell, Varsity Girls' Cross Country Coach (supplemental contract), eff. 10/9/2017
b) Cara Powell, Varsity Girls' Cross Country Asst. Coach, eff. 9/27/2017
c) Chandra Derrig, Bear Cub Aide position only, eff. 10/28/2017
d) Jennifer Wolfert, Bear Cub Aide position only, eff. 10/26/2017
e) Kimberlee Wagner, Health Aide, eff. 11/15/2017

2. Employments

a) Heidi Michel, Nonteaching School Employee, eff. 10/31/2017
b) Classified subs, per attached list
c) Supplemental contracts, per attached list
d) Athletic Contest Worker
e) OHSAA-Sponsored Athletic Event Workers
f) Volunteers, per attached list

3. Recommendation to grant unpaid sick leave to Jackie Acord, from the end of her allowable sick leave until March 12, 2018

4. Recommendation to amend the unpaid child leave under FMLA to Kristen Rodkey, from the end of her allowable sick leave through November 19, 2017 (originally through December 13, 2017)

5. Recommendation to amend Katherine Wolf's unpaid child leave under FMLA, from the end of her allowable sick leave through March 11, 2018 (originally approved through March 2, 2018)

6. Recommendation to amend Katie Morfchak's unpaid child leave under FMLA, from the end of her allowable sick leave through January 25, 2018 (originally approved through December 6, 2017)

B. ACTION CONSENT ITEMS

1. Recommendation to accept a donation from the All-Sports Boosters in the amount of $4,474.19

2. Recommendation to accept a donation from DonateWell in the amount of $1,250

3. Recommendation to accept a $500 donation from Luke Engineering

4. Recommendation to accept a $2,500 grant from Crayola

5. Recommendation to declare the following resident students impractical to transport, enabling their parents/guardians to apply for state transportation reimbursement for the 2017-2018 school year:

    a) Kendall Elchico, Wadsworth, to Northside Christian Academy, Wadsworth, OH, Parents: Ernest and Kristin Elchico
    b) Jillian Clarke, Wadsworth, to Northside Christian Academy, Wadsworth, OH, Parents: Joseph and Sarabeth Clark
    c) Lynnsey Clarke, Wadsworth, to Northside Christian Academy, Wadsworth, OH, Parents: Joseph and Sarabeth Clark
    d) Meghan Clarke, Wadsworth, to Northside Christian Academy, Wadsworth, OH, Parents: Joseph and Sarabeth Clark
    e) Emma Wilson,Wadsworth, to St. Hilary School, Fairlawn, OH, Parents: James E and Jamie L Wilson
    f) Aidden Pallija, Wadsworth, to Northside Christian Academy, Wadsworth, OH, Parents: Jeff and Kellie Pallija
    g) Katelyn Pallija, Wadsworth, to Northside Christian Academy, Wadsworth, OH, Parents: Jeff and Kellie Pallija
    h) Louis Stecz, Wadsworth, to St. Vincent/St. Mary, Akron, OH, Parents: Catina and Ben Stecz

i) Joanna Stecz, Wadsworth, to St. Vincent/St. Mary, Akron, OH, Parents: Catina and Ben Stecz
j) Rocco Stecz, Wadsworth, to St. Vincent de Paul, Akron, OH, Parents: Catina and Ben Stecz
k) Taylor Domokos, Wadsworth, to Northside Christian Academy, Wadsworth, OH, Parent: Morgan Domokos, resident only from August 24 - November 25, 2017 (partial payment)
l) Kaitlyn Domokos, Wadsworth, to Northside Christian Academy, Wadsworth, OH, Parent: Morgan Domokos, resident only from August 24 - November 25, 2017 (partial payment)
m) Thomas Kesic, Wadsworth, to Archbishop Hoban HS, Akron, OH, Parents: Rita and Jonathan Kesic
n) Brooklyn Grella, Wadsworth, to Northside Christian Academy, Wadsworth, OH, Parents: Darrin and Christina Grella
o) Mason Grella, Wadsworth, to Northside Christian Academy, Wadsworth, OH, Parents: Darrin and Christina Grella
p) Hazel Boruvka, Wadsworth, to Northside Christian Academy, Wadsworth, OH, Parents: Lisa and Cory Boruvka
q) Ben Boruvka, Wadsworth, to NIHF Stem School of Akron, Akron, OH, Parents: Lisa and Cory Boruvka

6. Recommendation to approve a second reading and adoption of the following Wadsworth City School District Board of Education policies:

a) 2271, College Credit Plus Program (revised);
b) 4120.05, Employment of Substitute Educational Aides (new);
c) 5136, Personal Communication Devices (revised);
d) 5136.01, Electronic Equipment (revised);
e) 5200, Attendance (revised);
f) 5330, Use of Medications (revised);
g) 5530, Drug Prevention (revised);
h) 6233, Amenities for Participants at Meetings and/or Other Occasions (revised);
i) 6680, Recognition (revised);
j) 7300, Disposition of Real Property/Personal Property (revised);
k) 7540.03, Student Technology Acceptable Use and Safety (revised);
l) 7540.04, Staff Technology Acceptable Use and Safety (revised);
m) 7540.05, District-Issued Staff E-Mail Account (revised);
n) 7540.06, District-Issued Student E-Mail Account (new);
o) 8600.04, Bus Driver Certification (revised); and
p) 9141, Business Advisory Council (revised)

7. Recommendation to approve an Agreement for Admission for Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C. with the following:

a) St. Clairsville-Richland City School District Board of Education
b) Barberton City School District Board of Education

8. Recommendation to approve an Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C., and RULE 3301-48-02(F) with the following:

    a) Norton City School District Board of Education
    b) Barberton City School District Board of Education

9. Recommendation to approve an Agreement for Admission of Open Enrollment Non-Handicapped Pupils Pursuant to Section 3301.48, 3313.97 and 3313.98 O.R.C. with the Barberton City School District Board of Education

10. Recommendation to approve the Figure Skating Club/Team agreement dated October 13, 2017

11. Recommendation to approve the complimentary pass resolution for the 2017-2018 school year

12. Recommendation to approve the Tournament Site Agreement for November 3, 2017 between the Ohio High School Athletic Association and the Wadsworth City School District Board of Education

13. Recommendation to approve the amended Educational Service Center Funds Election of Disbursement request for Fiscal Year 2017

14. Recommendation to approve Agreement between Palitto Consulting Services and the Wadsworth City School District Board of Education

15. Recommendation to set the substitute crossing guard hourly rate at minimum wage

16. Recommendation to set the substitute assistant principal daily rate at $230.00

17. Recommendation to approve the following Four Cities Compact overnight field trips:

    a) Business Professionals of America State Conference; March 8-9, 2018; Columbus, OH (Business Management Program)
    b) DECA State Competition; March 9-10, 2018; Columbus, OH (Marketing Program)
    c) HOSA State Competition; April 10-11, 2018; Columbus, OH (Advancement to Nursing, Athletic Health Science & Wellness Programs)
    d) National Robotics Challenge; April 12-14, 2018; Marion, OH (Engineering & Design Technology, Programming Design & Robotics Programs)
    e) DECA National Competition; April 21-24, 2018; Atlanta, GA (Marketing Program)
    f) SkillsUSA Championship State Competition; April 24-25, 2018; Columbus, OH (Advancement to Nursing, Automotive Technology, Carpentry, CISCO, Cosmetology, Criminal Science, Engineering Design & Technology, Fire

Safety/EMT, Machine Technology, Masonry, Media Communications Programs)

g) National Robotics League Regional Contest; April 27-28, 2018; Kirtland, OH (Engineering & Design Technology, Programming Design & Robotics Programs)
h) Business Professionals of America National Conference; May 9-13, 2018; Dallas, TX (Business Management Program)
i) SkillsUSA Championship National Competition; June 18-23, 2018; Louisville, KY (First place winners from Skills Championships)
j) HOSA National Competition; June 20-23, 2018; Dallas, TX (Advancement to Nursing Program)

18. Recommendation to approve a first reading of the following Wadsworth City School District Board of Education policies:

    a) 5771, Search and Seizure (revised)
    b) 8660, Incidental Transportation of Students by Private Vehicle (revised)

19. Recommendation to approve the contracted service agreements (2) between Mobile Ed Productions, Inc. and the Wadsworth City School District Board of Education

20. Recommendation to approve Schmid Mechanical as the preventative maintenance contractor for the Wadsworth Community Center, effective January 1, 2018 through December 31, 2019, and to give authorization to enter into a contract per the terms of the quote provided by Schmid Mechanical

21. Recommendation to approve the PaySchools 17/18 Annual Agreement

22. Recommendation to accept a $1,000 donation from Louis and Joan Perry

23. Recommendation to accept a donation from Lowe's for the installation of two GaGa pits (one for Overlook Elementary School and one for Valley View Elementary School)

24. Recommendation to approve the Learning A-Z License Agreement which is effective from November 28, 2016 through November 27, 2017

25. Recommendation to accept a $2,800 donation from the Blue Tip Festival Committee

VIII. Items of the Treasurer

A. ACTION CONSENT ITEMS

1. Recommendation to transfer $8,562.52 from the General Fund (001) to the Speech & Debate Fund (200-919H)

2. Recommendation to enter into a depository agreement with Huntington National Bank for the period December 15, 2017 to August 22, 2021

3. Recommendation to accept the donation of a 2004 Mazda S from Thomas Mumaw

4. Recommendation to approve a resolution accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor

5. Recommendation to accept the October financial reports as presented and subject to audit

    a) Financial Report by Fund
    b) Revenue Account
    c) Appropriations Report

IX. Legislative Update

X. Floor Items

XI. Board Member Items

XII. Executive Session

WHEREAS, a public board of education may hold an executive session only after a majority quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:

    1. Appointment
    2. Employment ✔
    3. Dismissal
    4. Discipline
    5. Promotion
    6. Demotion
    7. Compensation
    8. Investigation of charges/complaints (unless public hearing requested)

B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding

C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action

D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

E. Matters required to be kept confidential by federal law or rules or state statutes

F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

NOW, THEREFORE BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2 and C as listed above.

XIII. Adjournment

In accordance with State and Federal law, the District will provide reasonable accommodations to persons with disabilities who wish to attend and/or participate in school events. Such individuals should notify the Superintendent if they require a reasonable accommodation.

EMPLOYMENTS
November 20, 2017

Classified Substitutes

Richard Gangle, eff. 10/18/2017
Al Long
Jennifer Swain, eff. 10/18/2017
Dana Younkin, eff. 10/12/2017

Supplemental Contracts

Kevin Bux	Volunteer Asst. Wrestling Coach (WMS)
Ron Messer	Volunteer Asst. Wrestling Coach (WHS)
Kelly Gleason	Elementary RtI Member (pro-rated)
Kim Maher	RtI Member
Cara Powell	Varsity Girls' Cross Country Coach (pro-rated), eff. 9/27/2017
Amanda Simmons	Volunteer Asst. Boys' Basketball Coach (Gr. 7-9)
Thomas Hargis	Volunteer WHS Boys' Lacrosse Coach
Katy Baumgartner	Asst. Swim Coach (50% contract)
Andrea Kline	WMS Student Council Advisor
Laurie Faye	Power of the Pen Advisor
Kristin Dodson	Diving Coach
Blake Currens	Volunteer Diving Coach, eff. 11/9/2017
Zachary Humrichouser	Volunteer Indoor Track Coach
Zachary Humrichouser	Asst. Varsity Girls' Track Coach
Timothy Knipl	Volunteer Asst. Wrestling Coach, eff. 11/9/2017
Matthew Shiarla	Volunteer Asst. Wrestling Coach, eff. 11/10/2017

Athletic Contest Workers

John Baker, eff. 10/31/2017
Jim Ladrach

OHSAA-Sponsored Athletic Event Workers & Rates of Compensation

(Payment for all events listed is provided by the Ohio High School Athletic Association.)

Division 1 Girls' Soccer Sectional Tournament (Brunswick vs. Wadsworth) - Oct. 19, 2017, at Art Wright Stadium

Brad Musgrave	Tournament Site Manager	$40

Division 1 Boys' Soccer Sectional Tournament (Akron North vs. Wadsworth) - Oct. 21, 2017, at Art Wright Stadium

Brad Musgrave	Tournament Site Manager	$40

Division 1 Boys' Soccer Sectional Tournament (Copley vs. Wadsworth) - Oct. 25, 2017, at Art Wright Stadium

Brad Musgrave	Tournament Site Manager	$40

Division 1 Girls' Soccer Tournament (Walsh Jesuit vs. Jackson) - Oct. 31, 2017, at Art Wright Stadium

John Johnson	Tournament Site Manager		$100
Brad Musgrave	Media Coordinator	$40	
Ron Mendel	Score Book		$30
John Baker	Timer		$30

Division 3 Boys' Soccer Tournament (Kidron Central Christian vs. Rootstown) - Nov. 4, 2017, at Art Wright Stadium

John Johnson	Tournament Site Manager		$100
Brad Musgrave	Media Coordinator	$40	
Ron Mendel	Score Book		$30
John Baker	Timer		$30

Division 2 Football Regional Quarterfinals (Wadsworth vs. Sylvania Northview) - Nov. 3, 2017, at Art Wright Stadium

Brad Musgrave	Tournament Manager	$250
Jodi Bowers	Co-Media Coordinator/Officials Host	$80
Dana Berlin	Co-Media Coordinator	$50
Jim Ladrach	Crowd Control - MS Students	$30
Andrew Booth	NW Field Gate Attendant	$30
Steve Brady	Visiting Team Host	$30
Rich Berlin	Assistant Manager	$30

Volunteers

Tara Arnold	Audrey Harris	Julia Ramsier
Tammy Bidinger	Cheree Johnston	Sandra Reed
Katie Boarman	Kimberly Laurene	Matt Seifert
Nancy Brewster, eff. 10/31/17	Barb Lesure	Kelly Smiechowski
Sherri Dahlem	John Levinsky	Jesse Swafford
Nicole Davis	Helen Murphy	Ola Thuestad
Hilary Evans	Melissa Myers	Heather Tilson
Krista Fryfogle-Schaller	Allison Parsons	Jason Turner
Kristen Giauque	Janet Parsons	Keith Wagner
Courtney Gonser	Beth Poling	Danielle Weaver
Nancy Gregory		

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
November 20, 2017

Agenda Detail Sheet

VI. Administrative Discussion Items, Presentations, and Updates

A. Central Intermediate School Committee Recommendation to the Board of Education: The written recommendation that will be presented by Ms. Michelle Boni and Mr. Michael Foore, members of the Central Intermediate School Committee, to the Wadsworth City School District Board of Education can be found by clicking here.

B. Wadsworth High School Athletic Hall of Fame: Mr. Steve Moore, Wadsworth High School principal, and Mr. Chris Canter, maintenance worker, recently completed the installation of the Wadsworth High School Athletic Hall of Fame plaques on the north wall of the hallway by our main high school gym.



C. Wadsworth City School District Website and Mobile App: Recently, our school district redesigned our district website and added a mobile app. You can view the new website by clicking here. You can download our new mobile app by clicking here. You can learn how to use the new mobile app by clicking here. We would like to thank Mr. Phil Luthman, Director of Technology, for his work in leading our website redesign process.

D. Wadsworth City Schools Performing Arts Foundation: The Wadsworth City Schools Performing Arts Foundation recently donated $1,000 to the Wadsworth City Schools Drama Boosters, and they intend to donate another $3,000 this school year. With these donations, the foundation has donated $16,035 since 2013 ($12,750 to Wadsworth City Schools Drama Boosters activities and $3,285 to upkeep of OJ Work Auditorium). We thank the Wadsworth City Schools Performing Arts Foundation for their continued financial support of performing arts in our schools.

VII. Administrative Items

A. Personnel Consent Items

2. Employments

a) **Heidi Michel:** Ms. Michel is being recommended to fill a cafeteria helper position that was left open when Ms. Lori Perry accepted a new position within the district.

B. Action Consent Items

6. **Board Policies:** The policy additions/revisions being recommended for a second reading and approval are necessary to align our board of education policies with recent changes in state law and/or best practice.

10. **Figure Skating Agreement:** The Figure Skating Club/Team Agreement being recommended for approval will allow the use of our name, colors and logos for a figure skating club composed of Wadsworth City School District students. There will be no cost to the district for the Figure Skating Club.

11. **Complimentary Pass Resolution:** The complimentary pass resolution being recommended for approval is necessary for audit purposes.

12. **Tournament Site Agreement:** The Tournament Site Agreement between the Ohio High School Athletic Association and the Wadsworth City School District Board of Education being recommended for approval details the agreement for our home football playoff game on November 3, 2017.

13. **Educational Service Center Funds Election of Disbursement Request:** The amended ESC Funds Election of Disbursement being recommended for approval returns $541.27 to our school district from our ESC carryover fund for fiscal year 2017. Per Educational Service Center policy, our school district is permitted to leave up to $25,000 in this fund each year. After our refund, our fund balance at the ESC will be $20,000.

    At the October 9, 2017 board of education meeting, the original Educational Service Center Funds Election of Disbursement Request was approved, returning $6,049.52. After this was approved, we received a revised dollar amount from the Educational Service Center that included the deduction of additional costs our district expended during fiscal year 2017.

14. **Palitto Consulting Services:** The standard terms and conditions with Palitto Consulting Services being recommended for approval allows our district to continue to receive up to sixty (60) hours of technology-related consulting services during the 2017-2018 school year.

18. **Board Policies:** The policy revisions being recommended for a first reading are necessary to align our board of education policies with state law and/or best practice.

19. **Mobile Ed Productions, Inc.:** The contracted service agreements (2) between Mobile Ed Productions, Inc. and the Wadsworth City School District Board of Education being recommended for approval will allow students who attend Bear Cub Academy in the afternoon to view a presentation entitled *Air: The Invisible Wonder* on December 18, 2017 and December 19, 2017.

20. **Schmid Mechanical:** The recommendation to approve Schmid Mechanical as the preventative maintenance contractor for Wadsworth Community Center, effective January 1, 2018 through December 31, 2019, being recommended for approval will allow Schmid Mechanical to take over as the preventive maintenance contractor of the Wadsworth Community Center. This resolution is necessary because the Wadsworth City School District serves as the fiscal agent of the Wadsworth Community Center. The work Schmid Mechanical will provide to the Wadsworth Community Center, if approved, will cost the Wadsworth City School District no money.

21. **PaySchools 17/18 Annual Agreement:** The PaySchools 17/18 Annual Agreement being recommended for approval will allow our school district to continue to use PaySchools as our point of sale system for our breakfast and lunch program.

24. **Learning A-Z License Agreement:** The Learning A-Z license agreement being recommended for approval will allow our elementary schools to continue to use Reading A-Z, Science A-Z and RAZ Kids during the 2017-2018 school year.

VIII. Items of the Treasurer

A. Action Consent Items

1. **Transfer $8,562.52 from General Fund to Speech & Debate Fund:** The General Fund supplements the Speech & Debate team annually to support their trip to compete in the national tournament. The team typically raises funds for their local competitions and the General Fund supplements, as needed.

2. **Huntington National Bank Depository Agreement:** Huntington National Bank is moving to the Ohio Pooled Collateral Program, which requires an updated depository agreement.

3. **Donation of 2004 Mazda S:** The 2004 Mazda S will be used in the Four Cities Compact Program for Automotive Technologies.

4. **Approval of New Tax Rates/Certifying to the County Auditor:** The Medina County Budget Commission, Medina County Auditor, and the Wadsworth Treasurer reviewed our millage rates; projected annual revenue versus the outstanding debt service

associated with our 1997 bond issue; the 2000 library bond issue; and the 2008 bond issue. The resolution will decrease the effective millage rate on two of the three bond issues as follows, for a total reduction of 1.1 mills that equals a tax savings of $38.50 for every $100,000 in home value:

Bond Issue	Reduced Millage Rate	Current Millage Rate	Reduction
1997	4	3.2	0.8
2000 Library	0.8	0.5	0.3
2008	5.9	5.9	0
		Total	1.1
		Home Value	$100,000
		Reduction Factor	35%
		Assessed Value	$35,000
		Effective Millage	1.10
		Annual Taxes	$38.50

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: October 9, 2017

The Wadsworth City Board of Education met in Regular Session on Monday, October 9, 2017, at **7:00 P.M.** in the James R. McIlvaine Performing Arts Center, 625 Broad Street.

CALL TO ORDER / PLEDGE OF ALLIGENCE

ROLL CALL:

Present	Batey, Casalinova, Gordon, Kramer, McDougal
Absent	0
Administrators	**14**
Staff	**9**
Visitors	**81**

Student Liaison: Adam Darwich

17-10-102 APPROVAL OF BOARD MINUTES

The motion was made by **Casalinova**, seconded by **Batey,** to approve the Board of Education Special Meeting Minutes from September 29, 2017.

VOTE: Yea – Casalinova, Gordon, Kramer, McDougal, Batey
Nay – None Motion Carried,

STUDENT/STAFF RECOGNITION

A. October Students of the Month

Student	Grade	School
Burk Hughes	04	Franklin Elementary School
Jamie Walter	03	Isham Elementary School
Ariana Murawski	04	Lincoln Elementary School
Ty Racin	04	Overlook Elementary School
Cameron Gorog	04	Valley View Elementary School
Sofia Clark	05	Central Intermediate School
Ciena Matheny	08	Wadsworth Middle School
Lauren Thompson	12	WHS Career-Technical
Logan Rinehart	12	WHS Career-Technical
Katie Callow	12	Wadsworth High School
Andrew Jariga	12	Wadsworth High School

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES:

A. Presentation by Dr. Michele Evans: State Report Card

B. Presentation by Treasurer Doug Beeman: Five-Year Forecast

ADMINISTRATIVE ITEMS:

17-10-103 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer,** seconded by **Batey,** to adopt the Personnel Consent Items from the October 9, 2017, Regular Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Resignations:

a) Jeff Shenker — 9th Grade Boys' Basketball Coach (suppl.)

2. Employments:

a) Rachel Jelar — Classified Substitute
b) Thomas Parks — Classified Substitute
c) Cory Ott — Certified Substitute

d) Supplemental Contracts:

Nathan Held	Wadsworth Youth Football Camp	(eff. 06/05/17)
Gregory Wise	9th Grade Boys' Basketball Coach	
Jeff Shenker	8th Grade Boys' Basketball Coach	
Chad Wolf	7th Grade Boys' Basketball Coach	
Philip Seenes	Crossing Guard Supervisor	(50% contract)
Janee Oktela	Crossing Guard Supervisor	(50% contract)
Sandra Mueller	PDC Chair	(50% contract)
Kate Goodrich	PDC Chair	(50% contract)
Dave Derrig	PDC Member	
Grant Fairhurst	PDC Member	
Lisa Owens	PDC Member	
Leslie Bartell	Vol. Asst. Softball Coach	

e) Volunteers:

Jason Antro
Glenn Atwood
Mary Ellen Atwood
Carol Bagger
Ken Bagger
Nancy Bailey
Jacqueline Batdorff
Jordan Bigler
Tracy Campbell
Karen Carbaugh (eff. 10/04)
Amy Casey
Jamie Cindia
Joshua Cooper
Arica Copeland
Kim Cummings
Tania Currens
Bernadette Davis
David Dawson
Michelle Dawson
Megan Dean
Jennifer Dee
Michael Dente
Amy Dietz
Natalie Doell
Stan Drake
Ashley Dunwald
Brittany Eddy
Annette Everett
Christy Fahey
Denise Flanagan
Steven Fleck
Erika Gal
Mary Galvin
Sheila Gambaccini
Pamela Garnes
Karen Gasho
Grace Gasser
Tracy Glass
Kristen Gordon
Elizabeth Granger
Eric Granger
Holly Haigh
Karen Hamilton
Crystal Hamm
Kathleen Hanzie
Gail Hartzler
Samuel Hartzler
Jeffrey Hemlick, (eff. 10/04)
Victoria Hemlick (eff. 10/04)
Debbie Hereda
Sue Hooghkirk
Stefanie Hoover
Marie Hostettler
Patricia Hudak
Lisa Hudson
Christine Hunter
Tracy Jackson
Rachel Jelar
Bethany Kavanagh
Kelly Keck
Laura Kerstetter
Linda Kozlowsky
Karen Kriss
Brittany LaCroix (eff. 10/04)
Angie Lane
Lisa Langos
Colleen Lazzaretti
Lorraine Leavitt
Patricia Lengacher
Rebecca Liddy
Charlotte Lisle
Nancy Liston
Jenny Looper (eff. 10/04)
Bruce Lorincz
Debbie Lorincz
Nikole Lowe
Lois Lumsden
Nikki Madachik
Angela Madigan
Michael Marano
Tiffany Marano
Abby Martin
Melissa Martin
Pat McCormick
Susan McDuffee
Jacquie McMillen
Barbara Micucci
Jill Miller
Tracy Monroe
Jennifer Moran
Melissa Nagel
Nancy Neville
Stacy Noblett
Frances Orendas
Shawnte Orr
Tom Parks
Emily Parrish
Laura Perkins
Jennifer Pinkerton
JoAnne Pluskota
Holly Poetter
Brian Prince
Sarah Prince
Elizabeth Roesink
Jeremiah Ross
Kelly Ross
Michael Russ
Linda Schendel
Susan Scherba
Aimee Shaffer
Amy Shamp
Amy Shank
Karen Sharkey
Jerri Shultz
Melanie Sindelar
Miranda Stahl
Ericka Stark
Bonnie Stoops
James Stoops
Beth Thomas
Emilia Thomas
Katie Tiger
Cathy Tomsho
Bev Valentine
Allyson Wagner
Melinda Wagner
Michael Wagner
Beth Watson
Joshua Watson
Melanie Woodward
Anna Young
Rita Youngblood
Dana Younkin
Sara Zeiner
JoAnne Zulia

3. Recommendation to modify the unpaid child leave under FMLA for Kristen Rodkey from the end of her allowable sick leave through December 13, 2017, to the end of her allowable sick leave through October 4, 2017, and from October 6, 2017 through December 13, 2017.

VOTE: Yea – Gordon, Kramer, McDougal, Batey, Casalinova
Nay – None Motion Carried,

17-10-104 Upon the recommendation of Superintendent Hill, the motion was made by **Casalinova**, seconded by **Batey**, to adopt the Personnel Item from the October 9, 2017, Regular Meeting, as presented:

B. PERSONNEL ITEM

1. Recommendation to approve Linda Kramer as a Volunteer.

VOTE: Yea – McDougal, Batey, Casalinova, Gordon
Abstain - Kramer
Nay – None Motion Carried,

17-10-105 Upon the recommendation of Superintendent Hill, the motion was made by **McDougal**, seconded by **Batey**, to adopt the Action Consent Items from the October 9, 2017, Regular Meeting, as presented:

C. ACTION CONSENT ITEMS

1. Recommendation to accept a $2,600 donation from American Legion Post No. 170.

2. Recommendation to accept a $500 donation from Louis Perry & Assoc.

3. Recommendation to accept the following donations from the All Sports Boosters:

a) (2) Hydration Stations, valued at $1,899.98
b) Set of Football Headphones, valued at $4,795.50
c) Girls' Soccer Warm-ups, valued at $1,650.00
d) (2) iPad Touch, valued at $594.56
e) $550 donation

4. Recommendation to accept the following items, which were received as a part of a grant from General Electric (value exceeds $3,500):

   a) (2) 3D printers
   b) (12) rolls plastic filament
   c) Turbine kit
   d) Site license for STEAM software

5. Recommendation to approve an Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C. and Rule 3301-48-02(F) with the Buckeye Local School Board of Education. **(ATTACHED)**

6. Recommendation to approve a first reading of the following Wadsworth City School District policies:

e)	2271	College Credit Plus Program (revised)
f)	4120.05	Employment of Substitute Educational Aides (new)
g)	5136	Personal Communication Devices (revised)
h)	5136.01	Electronic Equipment (revised)
i)	5200	Attendance (revised)
j)	5330	Use of Medications (revised)
k)	5530	Drug Prevention (revised)
l)	6233	Amenities for Participants at Meetings and/or Other Occasions (revised)
m)	6680	Recognition (revised)
n)	7300	Disposition of Real Property/Personal Property (revised)
o)	7540.03	Student Technology Acceptable Use and Safety (revised)
p)	7540.04	Staff Technology Acceptable Use and Safety (revised)
q)	7540.05	District-Issued Staff E-Mail Account (revised)
r)	7540.06	District-Issued Student E-Mail Account (new)
s)	8600.04	Bus Driver Certification (revised)
t)	9141	Business Advisory Council (revised)

7. Recommendation to approve the following Memorandum of Understandings between the Wadsworth City School District Board of Education and the Wadsworth Education Association: **(ATTACHED)**

   a) Release Time for WEA Co-Presidents

b) Biometric Screening

8. Recommendation to declare the following resident students impractical to transport, enabling their parents/guardians to apply for state transportation reimbursement for the 2017-2018 school year:

a) William Monea, Wadsworth, to St. Hilary, Fairlawn, OH
Parent: Eileen Monea

b) Aidan Spoerndle, Wadsworth, to St. Hilary, Fairlawn, OH
Parents: John and Regenia Spoerndle

c) Sierra Spoerndle, Wadsworth, to St. Vincent-St. Mary, Akron, OH
Parents: John and Regenia Spoerndle

d) Nathan Reed, Wadsworth, to Archbishop Hoban, Akron, OH
Parents: Timothy and Carol Reed

e) Molly Logsdon, Wadsworth, to Archbishop Hoban, Akron, OH
Parent: Lori Logsdon

f) Christina Davies, Wadsworth, to Archbishop Hoban, Akron, OH
Parent: Dianna Davies

g) Michael Davies, Wadsworth, to Archbishop Hoban, Akron, OH
Parent: Dianna Davies

h) Jaclyn Turk, Wadsworth, to Archbishop Hoban, Akron, OH
Parents: Joe and Loretta Turk

i) Charlotte Turk, Wadsworth, to Archbishop Hoban, Akron, OH
Parents: Joe and Loretta Turk

j) Charles Gegick, Wadsworth, to St. Vincent-St. Mary, Akron, OH
Parents: Jennifer and Erik Gegick

k) Joshua Lane, Wadsworth, to Archbishop Hoban, Akron, OH

Parent: Roseann Lane

l) Sebastian Boring, Wadsworth, to Archbishop Hoban, Akron, OH
Parent: Robert P. Boring

m) Parker Police, Wadsworth, to St. Vincent-St. Mary, Akron, OH
Parent: Stacey Hornfeck

n) Ben Smith, Wadsworth, to Summit Academy Middle School, Akron, OH
Parent: Laura M. Smith

o) Dale Highsmith III, Wadsworth, to Northside Christian Academy, Wadsworth, OH
Parent: Katherine M. Highsmith

p) Tess Highsmith, Wadsworth, to Northside Christian Academy, Wadsworth, OH
Parent: Katherine M. Highsmith

q) Palmer Tousley, Wadsworth, to Northside Christian Academy, Wadsworth, OH
Parents: Dan and Stefanie Tousley

r) Maddox Tousley, Wadsworth, to Northside Christian Academy, Wadsworth, OH
Parents: Dan and Stefanie Tousley

s) Jordyn Tousley, Wadsworth, to Northside Christian Academy, Wadsworth, OH
Parents: Dan and Stefanie Tousley

t) Christopher Kallai, Wadsworth, to Northside Christian Academy, Wadsworth, OH
Parents: Monica and Chris Kallai Jr

u) Autumn Wolny, Wadsworth, to Northside Christian Academy, Wadsworth, OH
Parents: Jon and Brooke Wolny

v) Cora Wolny, Wadsworth, to Northside Christian Academy, Wadsworth, OH
Parents: Jon and Brooke Wolny

w) Grant Wolny, Wadsworth, to Northside Christian Academy, Wadsworth, OH
Parents: Jon and Brooke Wolny

x) Leah Wolny, Wadsworth, to Northside Christian Academy, Wadsworth, OH
Parents: Jon and Brooke Wolny

y) Eric Tanko, Wadsworth, to Northside Christian Academy, Wadsworth, OH,
Parents: Eric and Faith Tanko

z) Elise Tanko, Wadsworth, to Northside Christian Academy, Wadsworth, OH
Parents: Eric and Faith Tanko

9. Recommendation to approve Comfort Systems USA as the preventative maintenance contractor for Wadsworth High School, Overlook Elementary School, Isham Elementary School and Valley View Elementary School, effective January 1, 2018 through December 31, 2019, and to give the superintendent authorization to enter into a contract per the terms of the quote provided by Comfort Systems USA. **(ATTACHED)**

10. Recommendation to approve the following revised 2017-2018 Student Handbooks:

a) High School
b) Middle School

11. Recommendation to approve an Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C. and Rule 3301-48-02(F) with the Rittman Exempted Village Board of Education. **(ATTACHED)**

12. Recommendation to approve a Contract for Residential Facility Pupils with the Loudonville-Perrysville EVSD Board of Education. **(ATTACHED)**

13. Recommendation to approve the 2017-2018 Roster of the Wadsworth Advisory Committees to the Four Cities Compact. **(ATTACHED)**

14. Recommendation to approve the Educational Service Center Funds Election of Disbursement request for Fiscal Year 2017.

15. Recommendation to approve the revised Special Needs Transportation Proposal from the Medina County Schools ESC. **(ATTACHED)**

16. Recommendation to approve the Agreement with Bellefaire JCB. **(ATTACHED)**

17. Recommendation to approve the following donations from SME PRIME:

    a) SnapOn-Starrett along with collaboration with NCS (valued at $46,300).

    b) Verisurf-3-D precision virtual measurement and inspection-quality control (valued at $30,663).

VOTE: Yea – McDougal, Batey, Casalinova, Gordon, Kramer
Nay – None Motion Carried,

ITEMS OF THE TREASURER

17-10-106 Upon the recommendation of Treasurer Beeman, the motion was made by **Kramer**, seconded by **Batey**, to approve the Action Consent Items for the September 11, 2017, Regular Meeting, as presented:

A. **ACTION CONSENT ITEMS**

1. Recommendation to adopt the FY 2018 Five-Year Forecast and Assumptions for submission to the Ohio Department of Education. **(ATTACHED)**

2. Recommendation to accept the donation of a 2004 Chevy Malibu from General Motors to the WHS Automotive Program. **(ATTACHED)**

3. Recommendation to accept the September financial reports as presented and subject to audit:

   a) Financial Report by Fund
   b) Revenue Account
   c) Appropriations Report

VOTE: Yea – Batey, Casalinova, Gordon, Kramer, McDougal
Nay – None Motion Carried,

LEGISLATIVE UPDATE

Kramer announced the following items:

- October is Bullying Prevention Awareness Month.
- S.B. 196 Aggressive bullying to be a third degree misdemeanor.
- Ohio was awarded $35M Federal grant to assist with literacy.

FLOOR ITEMS

BOARD MEMBER ITEMS

McDougal thanked Dr Evans for her presentation of the report card and Mr. Beeman for the Five-Year Forecast presentation. She also recognized Four City Compact for their recent awards.

Batey reminded everyone of the Quality Profile that was prepared by the District. She also recognized WMS for the RAMP project that was recently completed by the staff and students.

Kramer mentioned the OSBA fall meeting. She also mentioned that CIS received the Momentum Award from OSBA.

Adam Darwich recognized the success of the fall sports teams. He mentioned that this is Spirit Week and the band performed at Skull Session at OSU this past weekend. He also announced that the first choir concert is next Monday.

Casalinova recognized the football team for their success. He also shared his opinion that the report card is a "bunch of bologna."

Gordon recognized the WHS students and mentioned the positive interaction that she has had with them this fall. She also recognized the time commitments our students are giving toward all activities this fall.

EXECUTIVE SESSION

WHEREAS, a public board of education may hold an executive session only after a majority of a quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

A. To consider one or more, as applicable, of the check-marked items with respect to a public employee or official:

1. Appointment
2. **Employment**
3. Dismissal
4. Discipline
5. Promotion
6. Demotion
7. Compensation
8. Investigation of Charges/Complaints (unless public hearing requested)

B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.

C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

E. Matters required to be kept confidential by Federal law or rules or State statutes.

F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on **A2, B and C** as listed above.

17-10-107 **EXECUTIVE SESSION**

The motion was made by **McDougal**, seconded by **Batey**, to enter Executive Session at 8**:10** p.m.

VOTE: Yea – Casalinova, Gordon, Kramer, McDougal, Batey
Nay – None Motion Carried,

EXECUTIVE SESSION recessed at **9:24** p.m.

ADJOURNMENT

17-10-108 The motion was made by **Kramer**, seconded by **Batey**, to adjourn at **9:24** p.m.

VOTE: Yea – Gordon, Kramer, McDougal, Batey, Casalinova
Nay – None Motion Carried,

(Signed)_____
Amanda Gordon, President

(Attested)_____
Douglas D. Beeman, Treasurer

UPDATE

VOLUME 36 NUMBER 1

August 2017

OVERVIEW AND COMMENTS

All production related materials and questions should be directed to the Coshocton Office at 632 Main Street, Coshocton, Ohio 43812 (phone 800-407-5815, fax 740622-2557). Billing questions should be directed to the Stow Office at 3914 Clock Pointe Trail, Suite 103, Stow, Ohio 44224 (phone 330-926-0514, fax 3309260525).

Please do not retype NEOLA materials before returning them for processing. We prefer to have the original materials returned after you have marked them indicating which changes and additions you choose to have/not have for your District. If a District chooses not to adopt a policy or administrative guideline, the District is still obligated to follow applicable Federal and State laws relating to that section.

The proposed new, revised, and replacement policies, administrative guidelines and forms included in this update have been thoughtfully prepared and reviewed by NEOLA'S legal counsel for statutory compliance. If you make changes, or substitute in its entirety policies or other materials of your own drafting, those materials should be reviewed by your legal counsel to verify compliance. NEOLA does not review district-specific edits to update materials or District-specific policies for statutory compliance.

If a policy or guideline is marked as a revision, the changes have been marked in bold (to add material) and crossed out (to delete material). As you review a revised policy or guideline, you may choose to accept one, many or all of the changes provided. If a policy or guideline is marked as a replacement, that means there have been enough changes made that justify a complete, clean replacement copy. As you review a replacement policy or guideline, you should also check the materials you have in your current policy or guideline to see if there is some specific wording you want included in the replacement policy. If so, any wording from the current policy should be added using "Track Changes" in the replacement policy or guideline before returning it electronically to the Coshocton office for processing.

If the District authors language and adds it to a policy template or deletes content that is not marked as a choice in the policy template, then these actions will constitute District-specific edits.

Policies that are to be deleted from the policy manual require Board action to rescind the policy.

Your NEOLA Associate will contact you in the near future to schedule an appointment to review this update and ensure you are current on this and previous updates.

If you are not an administrative guidelines client, you did not receive those materials in this packet. Contact your Associate for more information about becoming an administrative guidelines client.

Processing Update Materials

If you will be making changes to these Update documents electronically, use Microsoft Word's "Track Changes" tool to mark the NEOLA materials indicating which of the proposed revisions and additions you choose to include or not include for your District, or to make additional edits, before returning them electronically for processing. Be sure to leave the "track changes" and marked up version as the one you submit to the production office in Coshocton, Ohio.

District-Specific Material

If the District chooses, during any step of the Update process, to incorporate District-specific material into a new policy or guideline that has been proposed or to insert District-specific material into a current policy or guideline for which revisions have been proposed in an update issued by NEOLA, then the District agrees to hold NEOLA harmless for those District-specific edits and acknowledges that NEOLA's warranty for legal challenges to that District-specific language in that policy or guideline will not be in effect. In addition, NEOLA retains ownership of the text from the original policy template that remains in a policy to which District-specific material has been added. District-specific materials include the following:

A. Materials from the District's existing materials that the District requests be incorporated during the drafting process;
B. New materials that the District develops in their entirety and exclusive of NEOLA; and
C. Revisions or deletions that substantively depart from NEOLA's templates.

Further, NEOLA does not recommend the use or incorporation of District-specific materials. NEOLA will, at the request of the District, incorporate District-specific materials into the licensed materials, with the implicit understanding that the District bears all risks associated with the District's decision to request that such District-specific materials be incorporated. NEOLA reserves the right to, but is not obligated to, advise the District to seek its own legal review of District-specific materials.

Notice Regarding Legal Accuracy

NEOLA is vigilant in providing policy language to clients that has been vetted for legal accuracy by outside legal counsel. Should questions arise as to the legal compliance or accuracy of NEOLA materials, it is our expectation that NEOLA's counsel would have the opportunity to assist in the resolution of such a claim. Please notify the NEOLA corporate office if an issue arises in which such a review or assistance is necessary.

Policies in this update have been reviewed by either Ennis Britton Co., L.P.A. or Smith Peters Kalail Co., L.P.A. for consistency with Federal and State law.

Procurement and Use of Naloxone (NARCAN) in Emergency Situations

The issue of opioid abuse is a serious concern for every community and school district in Ohio. The response to this issue is different across the state, as well. Given the absence of legislative authorization and the significant risks posed by toxic opioid contact, NEOLA has been reluctant to offer an enabling policy for the procurement and use of Nalaxone (Narcan). Given recent legislative action (SB 319), it is understandable that districts and other community service entities may choose to purchase and possess Narcan and administer Narcan to an individual who is experiencing an opioid-related overdose provided such employees, volunteers, and contractors have obtained specific training and authorization from a physician or board of health to administer Narcan.

NEOLA maintains its position that a "911" call is the best response to such an overdose situation and does not recommend or encourage districts to take on the risk of procurement and administration of Nalaxone (Narcan). That said, NEOLA has drafted policy language structured as a guide for districts choosing to take on such risky responsibility. That sample policy guide is available only upon receipt in NEOLA's business office of a written request (email or hard copy) from the District Superintendent. NEOLA does not warrant the policy guide and does not recommend or encourage its adoption or implementation. Any such endeavor should only occur after significant discussion with local law enforcement and emergency response personnel, medical authorities, district legal counsel, and with explicit action of the Board of Education.

Legal Alert

Included with this update are legal alerts and a memo printed on green paper. These include:

1. Update to Major Changes Under ESSA
2. Recent Changes to Graduation Requirements – Class of 2018 ONLY
3. Public Purpose Expenditures
4. Communicating with Parents with Limited English Proficiency
5. Changes on the Horizon for Educator Evaluations

BYLAWS AND POLICIES

Policy 2271 – College Credit Plus Program (Revised)

Policy and AG 2271, and Forms 2271F1, 2271F3, and 2271F6: We have updated the College Credit Plus documents to reflect recent changes from HB 49, which created a new eligibility requirement – students must be remediation-free on one of the tests established by the college presidents, or meet alternative criteria. Also, in addition to meeting the college's standard for admission and course placement, the student must meet standards for enrollment. The student must meet these standards for the college and the relevant academic program. We also modified Forms 2271 F3 and 2271 F6 to reflect the obligation that colleges/universities must pay for one assessment to determine eligibility. Finally, we updated the documents to provide that when there is a dispute regarding the granting of credit, the school's decision is now appealed to the department of education instead of the State Board, and when a student submits a letter of intent after the cut-off date and the Principal refuses to submit written consent, the student may appeal to the Superintendent instead of state board for a final decision.

The revisions in these documents reflect the current state of the law and should be adopted to maintain accurate policies, guidelines, and forms.

Policy 2464 – Gifted Education and Identification (Revised)

This revised policy was released in June 2017 as a special update. It is included in this regular update to allow for discussion with the NEOLA associate at the time of the regular update consultation, if desired.

Revisions to this policy reflect recent changes to Ohio Administrative Code and should be adopted to maintain accurate policies.

Policy 4120.05 - Employment of Substitute Educational Aides (New)

House Bill 49 included a modification to R.C. 3319.088 and 3319.36 specifically to authorize a board of education to hire substitute instructional aides pending ODE's approval of their educational aide permit. Under the revised law, a board may hire a substitute aide to fill a position that is created by an employee absence or because of a temporary need for up to sixty (60) days as long as the superintendent believes the aide qualifies for a permit, and the aide has both submitted a completed application to ODE for a regular permit and has passed a background check. The aide must immediately cease work if the permit application is denied or sixty (60) calendar days have passed following the date the employee first began work.

This new policy reflects recent changes to Ohio law and should be considered for adoption.

Policy 5136 – Personal Communication Devices (Revised)
Policy 5136.01 - Electronic Equipment (Revised)

These 2 policies have been revised as a part of the overall technology update (Phase III) and to include options for prohibiting the use of “listen in” devices (AngelSense Technology) that were a topic of a legal alert in the Volume 35 Number 2 update released in January 2017.

Policy 5200 – Attendance (Revised)

This policy has been further revised to reflect the changes made by Sub. H.B. 410 and to incorporate the requirements of the Ohio Department of Education (ODE) regarding absence intervention teams and notification and reporting. The Superintendent is authorized to establish an absence intervention team for the district or the Principal may establish an absence intervention team or series of teams for his/her building.

This legislation makes significant changes to the truancy, compulsory school attendance laws, and student discipline laws.

House Bill 410 revised R.C. 3313.66 to prohibit school districts from suspending or expelling a student for violation of the attendance policy and also prohibits carrying over the remaining portion of any suspension into the following school year. In accordance with the Bill, school districts may instead require students to participate in community service or an alternative consequence for the number of hours equal to time left on the suspension.

Revisions to this policy reflect the current State of Ohio law and should be adopted to maintain accurate policies.

Policy 5330 - Use of Medications (Revised)

A legislative change in HB 49, the Budget Bill, allows students to possess and self-apply sunscreen. Policy 5330 has been updated to include the change. Districts need not regulate nonprescription sunscreen as a medication, and may not prevent students from possessing and applying it at school or school-sponsored events. Administrative Guideline 5330 also has been updated to reflect the change. There are no related changes to forms, as parents are not required to authorize the possession and use of nonprescription sunscreen.

Policy 5530 - Drug Prevention (Revised)

Betel nut (the fruit of the areca palm, betel leaf, and spices and sweeteners) is a stimulant that is used like chewing tobacco and produces a strong caffeine-like effect. It is sold as a separate chewing product or combined with chewing tobacco. One description of the effect is that it is like the equivalent of five or six cups of coffee. Betel nut is not classified as a controlled substance or illegal drug, and is akin to a tobacco product. The use of betel nut originated in South East Asia and India, and is linked to oral cancer. Chewing betel nut makes the user's mouth, teeth and lips turn red.

House Bill 49 contains a prohibition on students possessing or using betel nut at school, on school property, and at any school-sponsored event, and Policy 5530 has been updated to include the changes.

Policy 6233 - Amenities for Participants at Meetings and/or Other Occasions (Revised)
Policy 6680 – Recognition (Revised)

It is neither possible nor practical for NEOLA to attempt to detail specific expenditures that apply only to your district in the "public purpose" policies and administrative guidelines. The intent of the changes we have proposed is to satisfy the Auditor of State's increased interest in verifying that the Board of Education has specifically authorized expenditures for a public purpose. However, in order to insulate your district from possible non-compliance, additional work must be done.

To that end, a Legal Alert has been issued concurrent with this Policy Update. The Legal Alert recommends that that District conduct a review of specific expenditures made for public purposes, and designate those specific qualifying "events" in the resolution. Examples are provided in the Legal Alert to illustrate the intent of the resolution and assist you in developing your listing.

<u>Policy 7300 - Disposition of Real Property/Personal Property</u> (Revised)

HB 438 became effective on April 6, 2017, amending Sections 3313.41, 3313,411, 3313,412 and 3313.413 to modify the timelines for the sale or lease of school district real property In 2015, the law was initially amended to require school districts desiring to sell real estate in excess of $10,000 to make a first offer to every "high-performing" community school throughout the state of Ohio, as designated by ODE. Following the initial offer to "high-performing" community schools, and assuming no such high-performing school accepted the offer within sixty (60) days, a district was then required to offer the property to any start-up community school as well as any college-preparatory boarding school located within the district's territory. HB 438 modifies this process to require district to offer the sale of real property to all community schools, including high-performing community schools and to college-preparatory boarding schools within the territory of the district, giving priority to any "high performing" community schools within their territory. Notification of the district's offer to sell its real property is thus given simultaneously to all community schools and college-prep schools only within the district's boundaries.

If a district receives an offer from more than one high-performing community school, it must hold an auction at which only those interested high-performing community schools may bid. If no high-performing community school expresses an intent to purchase, the district may then move on to the offers from the community schools and college-preparatory boarding schools. If two or more of these schools express a timely intent to purchase, the district must hold a public auction. HB 438 made similar changes with respect to the sale or lease of unused school facilities and further added language requiring a lottery process in the event there is more than one community school and/or college preparatory boarding school that offers to lease the district's property.

With respect to giving first offers to community schools and college preparatory boarding schools within the territory of the district, the most recent Budget Bill revised Ohio Revised Code 3313.41 and 3313.413 to include STEM schools among the entities required to be given a first offer when selling school district property.

Revisions to this policy reflect the current State of Ohio law and should be adopted to maintain accurate policies.

Policy 8600.04 - Bus Driver Certification (Revised)

HB 388 made changes to Ohio's OVI (operating a vehicle while under the influence) laws, and as part of those changes amended R.C. 3327.10 concerning the qualifications of bus drivers. A school district may not permit a person to operate a school bus if they have had an OVI conviction or guilty plea to an OVI or a substantially similar municipal offense in the past ten (10) years (prior law had a six year look back period). Policy 8600.04 has been updated to include the extension of the look back period. Additional changes to the policy updated the annual physical examination required and certification and physical requirements for bus drivers contracted through a contractor or an ESC.

Revisions to this policy reflect the current State of Ohio law and should be adopted to maintain accurate policies.

Policy 9141 - Business Advisory Council (Revised)

This policy has been revised to reflect the changes required by H.B. 49. Districts are required to establish a Business Advisory Council and follow the meeting and reporting requirements specified by the Ohio Department of Education. The meeting and reporting requirements apply to the district even if the district ascribes to the Council established by its Educational Service Center (ESC).

Revisions to this policy reflect the current State of Ohio law and should be adopted to maintain accurate policies.

ADMINISTRATIVE GUIDELINES

AG 2271 – College Credit Plus Program (Revised)

See note on Policy 2271.

AG 2280 – Preschool Staff (Revised)

These guidelines were revised to reflect recent changes in Section 3301-37-04 and Section 3301-37-06 of the Ohio Administrative Code.

AG 5200 – Attendance (Revised)

See note on Policy 5200.

AG 5330 – Use of Medications (Revised)

See note on Policy 5330.

AG 8330 – Student Records (Revised)

This AG has been revised to address the requirement in RC 2151.357 that any public agency receiving notice of a juvenile court order sealing a person's records must return original records to the court and expunge remaining records (with an exception regarding records used for permanent exclusion). While the law does not require public schools to adopt a policy concerning this topic, it is recommended that the proposed language be included in the AG to remind school officials and employees of their responsibilities in this regard. The AG is also revised to include language from RC 3313.662 concerning the destruction of certain student records when a permanently excluded student turns 22 or upon request of a student whose permanent exclusion has been revoked. The revisions in this AG reflect the current state of the law and should be adopted to maintain accurate guidelines.

FORMS

Form 2271 F1 - Letter of Intent to Participate in College Credit Plus (Revised)

Form 2271 F3 - College Credit Plus Program (Revised)

Form 2271 F6 - Annual College Credit Plus Notice (Revised)

See note on Policy 2271.

COMMENTS

Electronic Access to Management Documents

If you are interested in finding out more about NEOLA's system for producing the District's policies, guidelines, and forms as well as other documents such as handbooks and negotiated agreements on the Internet, ask your NEOLA representative for a demonstration in your office. All that is required is that you have a computer and access to the Internet.

Reviewing Board Minutes

A feature of your subscription to the Update Service is the review of your District's Board minutes to identify action that results in new policy or revision to existing policy. If such action has been taken and copies of the related materials have not been submitted to the Coshocton Office, the District will be contacted and additional information regarding the action will be requested. Please take advantage of this valuable service by sending copies of your Board minutes to the Coshocton Office for review.

REVISED POLICY - VOL. 36, NO. 1

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 established standards for admission and course placementto enroll in an approved postsecondary program during the seventh, eighth, ninth, tenth, eleventh, or twelfth grade year while in attendance in the District. Students will be eligible to receive secondary credit for completing any of these programs.~~ 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 achieve "remediation free" status on an assessment established under R.C. 3345.06(f) or meet alternative criteria under the law.

The Board will provide information about the College Credit Plus Program prior to ~~March~~ 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~~ **(X)** may deny high school credit for postsecondary 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 postsecondary 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 (Postsecondary Enrollment Options) 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 postsecondary courses taken during an expulsion. If the expulsion period is later extended, the Superintendent shall notify the college of the extension.

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 postsecondary program.

R.C. 3313.613, 3365.01 through 3365.09

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NEW POLICY - VOL. 36, NO. 1

EMPLOYMENT OF SUBSTITUTE EDUCATIONAL AIDES

The Board of Education recognizes the need to procure the services of substitute educational aides/paraprofessionals in order to continue the operation of the schools as a result of the absence of regular personnel or to fill a temporary position created based on the needs of the District.

The Superintendent shall employ substitute educational aides/paraprofessionals for assignment as services are required to fill in for temporarily absent regular staff members or to fill vacant positions in accordance with this policy. Such assignment of substitutes may be terminated when their services are no longer required.

Substitute educational aides/paraprofessionals must have a valid educational aide permit issued by the Department of Education.

[X] A substitute educational aide/paraprofessional may be hired for up to sixty (60) days while their application for an aide permit is pending if the superintendent believes the employee is qualified to obtain a permit. An unlicensed educational aide/paraprofessional's service with the District will cease immediately when one of the following occurs:

A. the individual's application for a permit is denied by the Department of Education; or

B. sixty (60) days have passed following the date on which the employee began work as a substitute.

Substitutes also must pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 4121).

Substitutes may be required to undergo a tuberculosis examination in accordance with law and at the direction of the Ohio Department of Health or the local health department.

In order to retain well-qualified substitutes for service in this District, the Board will offer competitive compensation at a rate set annually by the Board.

Daily substitutes shall not earn sick leave nor be paid for days when students are not required to attend school.

R.C. 3319.088; 3319.36

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REVISED POLICY - VOL. 36, NO. 1

PERSONAL COMMUNICATION DEVICES

Students may use personal communication devices (PCDs) according to the rules established in their school and identified in the student handbook.

For purposes of this policy, "personal communication device" (PCD) includes computers, tablets (e.g., iPad-like devices), electronic readers ("e-readers"; e.g., Kindle-like devices), cell phones, smartphones (e.g., iPhones, Android devices, Windows Mobile devices, etc.), **(X)** telephone paging devices (e.g., beepers or pagers), **[NOTE: END OF OPTION]** and/or other web-enabled devices of any type.

[DRAFTING NOTE: SELECT OPTION A OR OPTION B OR OPTION C OR OPTION D]

[ ] ~~**[OPTION A]**~~

[ ] ~~While students may possess personal communication devices (PCDs) in school, on school property, during after school activities (e.g., extra-curricular activities) and at school-related functions, they must be powered completely off (i.e., not just placed into vibrate or silent mode) and stored out of sight during school hours **( )** during after school activities (e.g., extra curricular activities), **( )** and on school buses or other Board provided vehicles. **[END OF OPTION]**~~

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~~**[END OF OPTION A]**~~

[ ] ~~**[OPTION B]**~~

[ ] ~~Students may use personal communication devices (PCDs) before and after school, **( )** during their lunch break, **( )** in between classes as long as they do not create a distraction, disruption or otherwise interfere with the educational environment, **( )** during after school activities (e.g., extra curricular activities), **( )** or at school-related functions. Use of PCDs, except those approved by a teacher or administrator, at any other time is prohibited and they must be powered completely off (i.e., not just placed into vibrate or silent mode) and stored out of sight.~~

[END OF OPTION B]

[ ] ~~**[OPTION C]**~~

[ ] ~~In order to avoid disruption of the educational environment and protect students' right of privacy, student use of personal communication devices (PCDs) is prohibited on school grounds during school hours, **( )** at after school activities (e.g., extra-curricular activities), and on school buses or other Board-provided vehicles.~~

[ ] ~~Technology including, but not limited to, PCDs intended and actually used for instructional purposes (e.g., taking notes, recording classroom lectures, writing papers) will be permitted, as approved by the classroom teacher or the building principal~~ Principal. ~~**( )** However, the use of a PCD to engage in non-education related communications is expressly prohibited.~~

~~**[END OF OPTION C]**~~

[ ] ~~**[OPTION D]**~~

[ ] ~~Students may not possess telephone paging devices (e.g., beepers or pagers) on school grounds, at school sponsored events, and on school buses or other Board-provided vehicles. Students may not use personal communication devices (PCDs), during the school day **( )** while on school property, **( )** or during after school activities (e.g. extra-curricular activities).~~

~~When use of PCDs is prohibited the devices must be powered completely off (i.e. not just placed in vibrate or silent mode) and stored out of sight.~~

~~**[END OF OPTION D]**~~

~~For purposes of this policy, "personal communication device" includes computers, tablets (e.g., iPads and similar devices), electronic readers ("e-readers"; e.g., Kindles and similar devices), cell phones (e.g., mobile/cellular telephones, smartphones (e.g., BlackBerry, iPhone, Android devices, Windows Mobile devices, etc.)), **( )** telephone paging devices (e.g., beepers or pagers), **( )** and/or other web-enabled devices of any type.~~Students may not use PCDs on school property or at a school-sponsored activity to access and/or view Internet web sites that are otherwise blocked to students at school.~~**[IF SCHOOL VEHICLES WAS NOT SELECTED IN OPTION A, INCLUDE THE FOLLOWING: ( )** Students may use PCDs while riding to and from school on a school bus or other Board provided vehicles **( )** or on a school bus or Board-provided vehicle during school-sponsored activities, at the discretion of the bus driver, **( )** classroom teacher, or **( )** sponsor/advisor/coach. Distracting behavior that creates an unsafe environment will not be tolerated. **[THIS LANGUAGE MAY ALSO BE USED IF OPTION B WAS SELECTED.]**~~

[DRAFTING NOTE: IF SCHOOL VEHICLES WAS NOT SELECTED IN OPTION A, INCLUDE THE FOLLOWING:]

((X) Students may use PCDs while riding to and from school on a school bus or other Board-provided vehicles **(X)** or on a school bus or Board-provided vehicle during school-sponsored activities, at the discretion of the bus driver, **(X)** classroom teacher, or **(X)** sponsor/advisor/coach. Distracting behavior that creates an unsafe environment will not be tolerated.) [**THIS LANGUAGE MAY ALSO BE USED IF OPTION B WAS SELECTED.]**

~~Also, d~~During after school activities, PCDs shall be powered completely off (not just placed into vibrate or silent mode) and stored out of sight when directed by the administrator or sponsor.

Under certain circumstances, a student may keep his/her PCD "On" with prior approval from the ~~building principal~~ Principal.

Except as authorized by a teacher, administrator or IEP team, students are prohibited from using PCDs during the school day, including while off-campus on a field trip, to capture, record and/or transmit the words or sounds (i.e., audio) and/or images (i.e., pictures/video) of any student, staff member or other person. Using a PCD to capture, record and/or transmit audio and/or pictures/video of an individual without proper consent is considered an invasion of privacy and is not permitted. ~~**( )** Students who violate this provision and/or use a PCD to violate the privacy rights of another person **( )** shall **( )** may have their PCD confiscated and held until **( )** the end of the school day **( )** a parent/guardian picks it up, **( )** and may be directed to delete the audio and/or picture/video file while the parent/guardian is present.~~ If the violation involves potentially illegal activity, the confiscated-PCD may be turned over to law enforcement.

[DRAFTING NOTE: SELECT OPTION #1, OR OPTION #2, OR OPTION #3]

[ ] ~~**[OPTION #1]**~~

[ ] ~~The use of PCDs that contain built in cameras (i.e., devices that take still or motion pictures, whether in a digital or other format) is prohibited in **( )** classrooms, **( )** gymnasiums, locker rooms, shower facilities, rest/bathrooms **( )** and/or swimming pool.~~

~~**[END OF OPTION #1]**~~

[ ] ~~**[OPTION #2]**~~

[ ] ~~The use of PCDs in **( )** classrooms, **( )** gymnasiums, locker rooms, shower facilities, rest/bathrooms and/or **( )** swimming pool is prohibited.~~

~~**[END OF OPTION #2]**~~

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[X] **OPTION #3**

[ ] PCDs, including but not limited to those with cameras, may not be activated or utilized at any time in any school situation where a reasonable expectation of personal privacy exists. These locations and circumstances include, but are not limited to, ~~( ) classrooms~~, **(X)** gymnasiums, locker rooms, shower facilities, rest/bathrooms, and any other areas where students or others may change clothes or be in any stage or degree of disrobing or changing clothes. The Superintendent and ~~building principals~~Principal are authorized to determine other specific locations and situations where use of a PCD is absolutely prohibited.

[END OF OPTION #3]

[X] Students are expressly prohibited from using covert means to listen-in or make a recording (audio or video) of any meeting or activity at school. This includes placing recording devices, or other devices with one - or two-way audio communication technology (i.e., technology that allows a person off-site to listen to live conversations and sounds taking place in the location where the device is located), within a student's book bag or on the student's person without express written consent of the Superintendent. Any requests to place a recording device or other device with one- or two-way audio communication technology within a student's book bag or on a student's person shall be submitted, in writing, to the Principal **[e.g. Principal or Director of Pupil Services]**. The District representative shall notify the parent(s), in writing, whether such request is denied or granted within five (5) days.

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Students shall have no expectation of confidentiality with respect to their use of PCDs on school premises/property.

Students may not use a PCD in any way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed or intimidated. See Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior. In particular, students are prohibited from using PCDs to: 1) transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, color, national origin, sex (including~~,~~ sexual orientation/transgender identity), disability, age, religion, ancestry, or political beliefs; and 2) engage in "sexting" - i.e., sending, receiving, sharing, viewing, or possessing pictures, text messages, e-mails or other materials of a sexual nature in electronic or any other form. Violation of these prohibitions shall result in disciplinary action. Furthermore, such actions will be reported to local law enforcement and child services as required by law.

Students are also prohibited from using a PCD to capture, record, and/or transmit test information or any other information in a manner constituting fraud, theft, cheating, or academic dishonesty. Likewise, students are prohibited from using PCDs to receive such information.

Possession of a PCD by a student at school during school hours **(X)** and/or during extra-curricular activities is a privilege that may be forfeited by any student who fails to abide by the terms of this policy, or otherwise abuses this privilege.

Violations of this policy may result in disciplinary action and/or confiscation of the PCD. The ~~building principal~~ Principal will also refer the matter to law enforcement or child services if the violation involves an illegal activity (e.g., child pornography, sexting). Discipline will be imposed on an escalating scale ranging from a warning to an expulsion based on the number of previous violations and/or the nature of or circumstances surrounding a particular violation. If the PCD is confiscated, it will be released/returned to the student's parent/guardian after the student complies with any other disciplinary consequences that are imposed, unless the violation involves potentially illegal activity in which case the PCD may be turned-over to law enforcement. A confiscated device will be marked in a removable manner with the student's name and held in a secure location in the building's central office until it is retrieved by the parent/guardian or turned-over to law enforcement. School officials will not search or otherwise tamper with PCDs in District custody unless they reasonably suspect that the search is required to discover evidence of a violation of the law or other school rules. Any search will be conducted in accordance with Policy 5771 – Search and Seizure. If multiple offenses occur, a student may lose his/her privilege to bring a PCD to school for a designated length of time or on a permanent basis.

A person who discovers a student using a PCD, **(X)** recording device, **(X)** or other device with one- or two-way audio communication technology **[NOTE: Select this option if previous option to prohibit "listen-in" devices was selected.]** in violation of this policy is required to report the violation to the ~~building principal~~ Principal.

Students are personally and solely responsible for the care and security of their PCDs. The Board assumes no responsibility for theft, loss, or damage to, or misuse or unauthorized use of, PCDs brought onto its property.

[X] Parents/Guardians are advised that the best way to get in touch with their child during the school day is by calling the school office.

[X] Students may use school phones to contact parents/guardians during the school day.

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REVISED POLICY - VOL. 36, NO. 1

ELECTRONIC EQUIPMENT

While in some instances that possession and use of electronic equipment or devices by a student at school may be appropriate, often the possession and use of such equipment or devices by students at school can have the effect of distracting, disrupting and/or intimidating others in the school environment and leading to opportunities for academic dishonesty and other disruptions of the educational process. Consequently, the Board of Education will supply any electronic equipment or devices necessary for participation in the educational program. Students shall not use ~~( ) or possess~~ any electronic equipment or devices on school property or at any school-sponsored activity without the permission of ~~( ) the Principal~~ **(X)** the classroom teacher ~~( )~~ _____.

~~Examples of prohibited devices **[INSERT THOSE ITEMS APPLICABLE TO YOUR DISTRICT; CONSIDER IN LIGHT OF DEVICES AUTHORIZED PURSUANT TO POLICY 5136]** include, but are not limited to~~

( ) ~~cameras (photographic and/or video),~~

( ) ~~laptops,~~

( ) ~~tablets (e.g., iPad-like devices),~~

( ) ~~smartphones,~~

( ) ~~e-readers (e.g., Kindle-like devices),~~

( ) ~~personal digital assistants (PDAs),~~

( ) ~~lasers,~~

( ) ~~laser pens or pointers,~~

( ) ~~radios,~~

( ) ~~"boom-boxes",~~

( ) ~~headphones,~~

( ) ~~portable CD/MP3 players,~~

( ) ~~portable TV's,~~

( ) ~~electronic games/toys,~~

( ) ~~pagers/beepers, other paging devices,~~

( ) ~~recording devices, or other devices with one- or two-way audio communication technology,~~

( ) ~~_____,~~

( ) ~~_____~~

[ ] ~~Students may use the following electronic equipment/devices on school property for an educational or instructional purpose (e.g. taking notes, recording a class lecture, writing papers) with the teacher's permission and supervision:~~ **~~[delineate approved devices]~~**

( ) ~~cameras (photographic and/or video)~~

( ) ~~laptops~~

( ) ~~tablets (e.g., iPad-like devices)~~

( ) ~~smartphones~~

( ) ~~e-readers (e.g., Kindle-like devices)~~

( ) ~~personal digital assistants (PDAs)~~

( ) ~~portable CD/MP3 players~~ **~~( )~~** ~~with headphones~~

( ) ~~_____~~

[ ] ~~Students may use the following electronic equipment/devices while riding to and from school on a school bus or other vehicle provided by the Board **( )** or on a school bus or Board provided vehicle during school sponsored activities, at the discretion of the **( )** bus driver, **( )** classroom teacher, **( )** sponsor/advisor/coach, **( )** Building Principal: **[delineate approved devices]**~~

( ) ~~cameras (photographic and/or video)~~

( ) ~~laptops~~

( ) ~~tablets (e.g., iPad-like devices)~~

( ) ~~smartphones~~

( ) ~~e-readers (e.g., Kindle-like devices)~~

( ) ~~personal digital assistants (PDAs)~~`

( ) ~~portable CD/MP3 players with headphones~~

( ) ~~electronic games/toys~~

( ) ~~recording devices, or other devices with one- or two-way audio communication technology~~

( ) ~~_____~~

( ) ~~_____~~

Distracting behavior that creates an unsafe environment will not be tolerated.

[ ] ~~However, the use of any communication functionally that is a part of or attached to the above approved electronic equipment/devices is expressly prohibited. This includes, but is not limited to, wireless Internet access, peer-to-peer (ad-hoc) networking, or any other method of communication with other devices or networks. In no circumstances shall the device be allowed to connect to the District's computer network.~~

[ ] ~~The preceding prohibitions do not apply to Board owned and issued laptops, tablets, e-readers, PDAs, or authorized assistive technology devices.~~

Students are prohibited from using electronic equipment or devices in a manner that may be physically harmful to another person (e.g. shining a laser in the eyes of another student). Further, at no time may any camera or other electronic equipment/device be utilized by a student in a way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed, or intimidated. See Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior. In particular, students are prohibited from using a camera or other electronic equipment/device to: (1) transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, national origin, sex~~,~~ (including sexual orientation/transgender identity), age, disability, religion, or political beliefs; and (2) send, share, view or possess pictures, text messages, e-mails or other materials of a sexual nature (i.e., sexting) in electronic or any other form. Violation of these prohibitions shall result in disciplinary action. Furthermore, such actions will be reported to local law enforcement and child services as required by law.

Students are prohibited from using cameras and other electronic equipment/devices to capture~~,~~ ~~or~~ record or transmit test information or any other information in a manner constituting fraud, theft, or academic dishonesty. Similarly, students are prohibited from using cameras and other electronic equipment and devices to capture, ~~or~~ record or transmit the words (i.e. audio) and/or images (i.e. pictures/video) of any student, staff member or other person in the school or while attending a school-related activity, without express prior notice and explicit consent for the capture and/or recording of such words or images. Using a camera or other electronic equipment/devices to capture, ~~or~~ record or transmit audio and/or pictures/video of an individual without his/her consent is considered an invasion of privacy and is not permitted, unless authorized by the Building Principal. Cameras and electronic equipment/devices are expressly banned from and may not be possessed, activated, or utilized at any time in any school situation where a reasonable expectation of personal privacy exists. These locations and circumstances include but are not limited to locker rooms, shower facilities, restrooms, ~~( ) classrooms~~, and any other areas where students or others may change clothes or be in any stage or degree of disrobing or changing clothes. The Building Principal has authority to make determinations as to other specific locations and situations where possession of a camera or other electronic equipment/device is absolutely prohibited.

Unauthorized electronic equipment and devices will be confiscated from the student by school personnel and disciplinary action taken.

[ ] ~~If a camera or other electronic equipment/device is confiscated, it will be released/returned to the student's parent/guardian after the student complies with any other disciplinary consequences that are imposed.~~

Any electronic equipment/device confiscated by District staff will be marked in a removable manner with the student's name and held in a secure location in the building's central office until it is retrieved by the parent/guardian. Electronic equipment/devices in District custody will not be searched or otherwise tampered with unless school officials reasonably suspect that the search is required to discover evidence of a violation of the law or other school rules (e.g. a student is observed using a camera in a prohibited area). Any search will be conducted in accordance with Policy 5771 – Search and Seizure.

Students are personally and solely responsible for the care and security of any electronic equipment or devices they bring to school. The Board assumes no responsibility for theft, loss, damage, or vandalism to electronic equipment and devices brought onto its property, or the unauthorized use of such devices.

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REVISED POLICY - VOL. 36, NO. 1

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.

(X) 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 **(X) 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.

~~Repeated infractions of Board policy on attendance may result in suspension or expulsion.~~

[X] 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. illness in the family necessitating the presence of the child

C. quarantine of the home

D. death in the family

E. necessary work at home due to absence or incapacity of parent(s)/guardian(s)

F. observation or celebration of a bona fide religious holiday

G. 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.

H. such good cause as may be acceptable to the Superintendent

I. medically necessary leave for a pregnant student in accordance with Policy 5751

(X) service as a precinct officer at a primary, special or general election in accordance with the program set forth in Policy 5725

[X] 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.

[X] 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.

[X] 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 ~~or his/her designee~~, 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.)

[X] 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.

[X] 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.

Excessive Absences

When a student of compulsory school age is absent from school with or without legitimate excuse for thirty-eight (38) or more hours in one school month, or sixty-five (65) or more hours in a school year, the attendance officer 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.

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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.

~~If a student is habitually truant and the student's parent has failed to cause the student's attendance, the Board authorizes the Superintendent to file a complaint with the Judge of the Juvenile Court and/or to take any other appropriate intervention actions as set forth in this Board's policy.~~

Absence Intervention Team

~~**[NOTE: A school district with a chronic absenteeism percentage that is less than five per cent (5%), as displayed on the district's most recent report card, and the school buildings within that district, shall be exempt from the following requirement to assign habitually truant students to an absence intervention team for the following school year and shall instead take any appropriate action as an intervention strategy listed in this policy. Should those intervention strategies fail, within sixty-one (61) days after their implementation, the attendance officer shall determine whether criteria are met to file a complaint against the student in juvenile court, and if so, shall file the complaint. The language "to the extent required by law as determined on an annual basis" refers to this exemption.]**~~

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

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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 sixty-one (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). **[NOTE: Any school that chooses this option must develop a written policy regarding the use of, and selection process for, offering alternatives to adjudication to ensure fairness.]**~~

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 **(X)** school psychologist, **(X)** counselor, **(X)** social worker, or **(X)** representative of a public or nonprofit agency designed to assist students and their families in reducing absences. **[NOTE: Schools must obtain written permission to release confidential information about a student to third parties, such as a representative of an outside agency on an intervention team.]**

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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 ~~( )~~ ~~Superintendent~~ **(X)** Principal or designee shall make at least three 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 ~~( )~~ ~~Superintendent~~ **(X)** Principal or designee 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.

~~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.~~

Intervention Strategies

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

~~( )~~ ~~assign the student to a truancy intervention program~~

(X) provide counseling to the student

(X) request or require the student's parent to attend a parental involvement program

(X) request or require a parent to attend a truancy prevention mediation program

(X) notify the Registrar of Motor Vehicles of the student's absences

(X) take appropriate legal action

( ) ~~assignment to an alternative school (Note: If the District has established an alternative school, it must appear as an alternative intervention strategy.)~~

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 **(X)** Principal or designee may, in his/her discretion, assign a school employee_____ (one school official) 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.~~

OR

[X] 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.

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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, **(X)** the absence intervention team ~~**( ) 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.

~~The Superintendent shall develop administrative guidelines that:~~

~~( )~~ ~~establish proper procedures so the student and his/her parents are provided the opportunity to challenge the attendance record prior to notification and that such notification complies with R.C. 3321.13 (B)(2);~~

~~( )~~ ~~establish a school session which is in conformity with the requirements of the rules of the State Board;~~

~~( )~~ ~~govern the keeping of attendance records in accordance with the rules of the State Board;~~

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~~( )~~ ~~identify the habitual truant, investigate the cause(s) of his/her behavior, and consider modification of his/her educational program to meet particular needs and interests;~~

~~( )~~ ~~provide students whose absence has been excused an opportunity to make up work they missed and receive credit for the work, if completed;~~

~~( )~~ ~~refer for evaluation any student who, due to a specifically identifiable physical or mental impairment, exceeds or may exceed the District's limit on excused absence to determine eligibility either under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973, or other appropriate accommodation.~~

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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 duringthe school year, s/he will be considered habitually absent. The Board authorizes the Superintendent to inform the student and his/her parents, guardian, or custodian of the record of ~~excessive~~ absences without 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 ~~excessive~~ unexcused absences.

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;

C. when a child of compulsory school age who has been adjudicated an unruly child for being an 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 ___Medina_ 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.

R.C. 3313.664, 3313.668, 3317.034, 3321.01 et seq., 3321.13(B)(2), 3321.19
R.C. 3321.19, 3321.191
R.C. 3321.22, 3321.38, 3323.041, 3331.05
A.C. 3301-35-03(G), 3301-47-01, 3301-69-02

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USE OF MEDICATIONS

The Board of Education shall not be responsible for the diagnosis and treatment of student illness. With the exception of diabetes care covered under Policy 5336, the administration of prescribed medication and/or medically-prescribed treatments to a student during school hours will be permitted only when failure to do so would jeopardize the health of the student, the student would not be able to attend school if the medication or treatment were not made available during school hours, or if the child is disabled and requires medication to benefit from his/her educational program.

For purposes of this policy, "medication" shall include all medicines including those prescribed by a licensed health professional authorized to prescribe drugs and any nonprescribed (over-the-counter) drugs, preparations, and/or remedies. "Treatment" refers both to the manner in which a medication is administered and to health-care procedures which require special training, such as catheterization.

[ ] ~~**[OPTION #1 (Probably Current Policy)]**~~

~~Before any medication (i.e., a drug) or treatment may be administered to any student during school hours, the Board shall require a written statement from a licensed health professional authorized to prescribe drugs ("prescriber") accompanied by the written authorization of the parent (see Form 5330 F1, Form 5330 F1a, and Form 5330 F1b). These documents shall be kept on file in the office of the _____, and made available to the persons designated by this policy as authorized to administer medication or treatment. A copy of the parent's written request and authorization and the prescriber's written statement must be given, by the next school day following the District's receipt of the documents, to the person authorized to administer drugs to the student for whom the authorization and statement have been received. No student is allowed to provide or sell any type of over the counter medication to another student. Violations of this rule will be considered violations of Policy 5530 – Drug Prevention and Policy 5500 – Student Code of Conduct.~~

[X] [OPTION #2]

Before any prescribed medication (i.e., a drug) or treatment may be administered to any student during school hours, the Board shall require a written statement from a licensed health professional authorized to prescribe drugs ("prescriber") accompanied by the written authorization of the parent (see Form 5330 F1). Before any nonprescribed medication or treatment may be administered, the Board shall require the prior written consent of the parent along with a waiver of any liability of the District for the administration of the medication (see Form 5330 F1a ~~and Form 5330 F1b~~). These documents shall be kept in the office of the _____main office of each school building_____, and made available to the persons designated by this policy as authorized to administer medication or treatment. A copy of the parent's written request and authorization and the prescriber's written statement must be given, by the next school day following the District's receipt of the documents, to the person authorized to administer drugs to the student for whom the authorization and statement have been received. No student is allowed to provide or sell any type of over-the-counter medication to another student. Violations of this rule will be considered violations of Policy 5530 - Drug Prevention Policy 5500 - Student Code of Conduct.

[NOTE: END OF OPTION #2]

Only medication in its original container; labeled with the date, if a prescription; the student's name; and exact dosage will be administered. The Superintendent shall determine a location in each building where the medications to be administered under this policy shall be stored, which shall be a locked storage place, unless the medications require refrigeration in which case they shall be stored in a refrigerator in a place not commonly used by students, and unless the medication to be administered is diabetes medication, which must be kept in an easily accessible location pursuant to Policy 5336.

[X] Parents may administer medication or treatment, with the exception of diabetes care covered under Policy 5336.

( ) ~~but only in the presence of a designated school employee.~~

[X] Additionally, students may administer medication or treatment to themselves, if authorized in writing by their parents and a licensed health professional authorized to prescribe drugs

(X) but only in the presence of a designated school employee with the exception of students authorized to attend to their diabetes care and management pursuant to Policy 5336.

However, students shall be permitted to carry and use, as necessary, an asthma inhaler, provided the student has prior written permission from his/her parent and physician and has submitted Form 5330 F3, Authorization for the Possession and Use of Asthma Inhalers/Other Emergency Medication(s), to the principal and any school nurse assigned to the building.

Additionally, students shall be permitted to carry and use, as necessary, an epinephrine autoinjector to treat anaphylaxis, provided the student has prior written approval from the prescriber of the medication and his/her parent/guardian, if the student is a minor, and has submitted written approval (Form 5330 F4, Authorization for the Possession and Use of Epinephrine Autoinjector (epi-pen)) to the principal and any school nurse assigned to the building. The parent/guardian or the student shall provide a back-up dose of the medication to the principal or school nurse. This permission shall extend to any activity, event, or program sponsored by the school or in which the school participates. In the event epinephrine is administered by the student or a school employee at school or at any of the covered events, a school employee shall immediately request assistance from an emergency medical service provider (911). Students with diabetes authorized to attend to their diabetes care and management may do so in accordance with Policy 5336.

Students shall be permitted to possess and self-administer over-the counter topical sunscreen products while on school property or at a school-sponsored event

( ) ~~provided the student has submitted prior written approval of his/her parent/guardian to the Principal. (See Form 5330 F1a or Form 5330 F1b.)~~

With the exception of diabetes care covered under Policy 5336, only employees of the Board who are licensed health professionals or who have completed a drug administration training program conducted by a licensed health professional and are designated by the Board may administer prescription drugs to students in school.

With the exception of diabetes care covered under Policy 5336, provided they have completed the requisite training, the following staff are authorized to administer medication and treatment to students:

(X) principal

(X) teacher

(X) school nurse

(X) building secretary

(X) aide

(X) others as designated by student's IEP and/or 504 plan

( ) _____

No employee will be required to administer a drug to a student if the employee objects, on the basis of religious convictions, to administering the drug.

[ ] ~~With the exception of diabetes care covered under Policy 5336, the Board shall permit the administration by a licensed nurse or other authorized staff member of any medication requiring intravenous or intramuscular injection or the insertion of a device into the body when both the medication and the procedure are prescribed by a licensed health professional authorized to prescribe drugs and the nurse/staff member has completed any and all necessary training.~~

[ ] ~~Students who may require administration of an emergency medication may have such medication in their possession upon written authorization of their parent(s) or, such medication, upon being identified as aforenoted, may be stored in the _____ office and administered in accord with this policy and Policy 5336.~~

For field trips only, Board staff will supply and administer over-the-counter medications if properly authorized in writing by a student's Parent/Guardian. Parent/Guardian(s) that wish to allow the properly trained school official (as identified above) to administer over-the-counter medication to their child on a field trip are required to submit a signed Field Trip Over-the-Counter Medication Authorization form (Form 5330F1b) indicating which over-the-counter medications can be administered and authorizing the administration of the over-the-counter medications.

[X] All dental disease prevention programs, sponsored by the Ohio Department of Health and administered by school employees, parents, volunteers, employees of local health districts, or employees of the Ohio Department of Health, which utilize prescription drugs for the prevention of dental disease and which are conducted in accordance with the rules and regulations of the Ohio Department of Health are exempt from all requirements of this policy.

The Superintendent shall prepare administrative guidelines, as needed, to address the proper implementation of this policy.

R.C. 3313.712, 3313.713, 3313.7110, 3313.716, 3313.718, 4729.01

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DRUG PREVENTION

The Board of Education recognizes that the misuse of drugs is a serious problem with legal, physical, and social implications for the whole school community.

[X] As the educational institution of this community, the schools should strive to prevent drug abuse and help drug abusers by educational, rather than punitive, means.

For purposes of this policy, "drugs" shall mean:

[ ]A. all dangerous controlled substances as so designated and prohibited by Ohio statute;

[ ]B. all chemicals which release toxic vapors;

[ ]C. all alcoholic beverages;

[ ]D. any prescription or patent drug, except those for which permission to use in school has been granted pursuant to Board policy;

[ ]E. anabolic steroids;

F. any substance containing betel nut (areca nut);

[ ]G. any substance that is a "look-alike" to any of the above.

( ) _____. ~~**[other]**~~

The Board prohibits the use, possession, concealment, or distribution of any drug or any drug-related paraphernalia as the term is defined by law, or the misuse of a product containing a substance that can provide an intoxicating or mood-altering effect

(X) on school grounds.

(X) on school vehicles.

(X) at any school-sponsored event.

[X] It further establishes a drug-free zone within 1000 feet of any facility used by the District for educational purposes.

The Superintendent shall prepare guidelines for the identification, amelioration, and regulation of drug use in the schools. Such guidelines shall:

A. emphasize the prevention of drug use;

B. provide for a comprehensive, age-appropriate, developmentally-based drug and alcohol education and prevention program which:

1. addresses the legal, social, psychological, and health consequences of drug and alcohol use;

2. provides information about effective techniques for resisting peer pressure to use illicit drugs and alcohol;

(X) assists students to develop skills to make responsible decisions about substance abuse and other important health issues;

(X) promotes positive emotional health, self-esteem, and respect for one's body;

(X) meets the minimal objectives as stated in the essential performance objectives for health education as established by the State Department of Education;

C. include a statement to students that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful;

D. provide standards of conduct that are applicable to all students and which clearly prohibit, at a minimum, the unlawful possession, use, or distribution of illicit drugs and alcohol by students on school premises or as a part of any school activity;

E. include a clear statement that disciplinary sanctions, up to and including expulsion and referral for prosecution, will be imposed on students who violate the school standards of conduct and a description of those sanctions;

[X] The sanctions may include, together with punitive action, voluntary referral to appropriate persons or agencies for screening and assessment. Such referral may only be made to qualified and properly licensed individuals or programs.

F. provide information about any drug and alcohol counseling and rehabilitation and reentry programs available to students and provide procedures to direct students and their parents to the appropriate programs;

G. require that all parents and students be given a copy of the standards of conduct regarding the unlawful possession, use, or distribution of illicit drugs and alcohol by students;

H. require the notification to parents and students that compliance with the standards of conduct is mandatory;

I. provide a biennial review of the School District's program to determine its effectiveness and implement changes as needed and to ensure that disciplinary sanctions are consistently enforced;

( ) ~~provide for a student assistance program which includes guidelines for prevention, intervention, referral, treatment, and after care. Such a program must be comprehensive in nature addressing all issues affecting students' academic, social, and emotional well being in the educational setting which may negatively affect behavior and interfere with their ability to learn;~~

(X) establish means for dealing with students suspected of drug use or suspected of possessing or distributing drugs in school and ensure that the District's policy and administrative guidelines on Search and Seizure Policy 5771 and AG 5771, Suspension and Expulsion Policy 5610 and AG 5610, and Permanent Exclusion Policy 5610.01 and AG 5610.01 are complied with fully.

The Superintendent shall establish administrative guidelines necessary to implement this policy. Such guidelines shall ensure that the proper notice regarding the use of anabolic steroids is posted in each of the District's locker rooms used by students in grades 7-12.

R.C. 2925.37, 3313.60(E), 3313.661, 3313.662, 3313.752, 3313.95, 3319.012
Public Law 101 - Drug-Free Schools and Communities Act of 1986
20 U.S.C. 3171 et seq.
20 U.S.C. 3224A

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AMENITIES FOR PARTICIPANTS AT MEETINGS AND/OR OTHER OCCASIONS

[X] [OPTION #1]

The Board of Education recognizes the value in providing meals, refreshments, and/or other amenities for staff, students, citizens, advisory groups, who participate in meetings and staff development sessions, or on other occasions as deemed appropriate by the administration.

[X] Such amenities may include, but are not limited to, gift cards of a reasonable amount ~~not to exceed ( ) $25.00~~, ( ) _____ teacher or student recognition gifts appropriate to the occasion, caps, clothing, educational items, books, or similar items of a reasonable value such purchases may be deemed taxable fringe benefit.

~~**[DRAFTING NOTE: The Ohio Licensure Code of Professional Conduct stipulates that no educator shall accept gifts of $25 or more.]**~~

The Board hereby affirms that these expenses do serve a valid and proper public purpose. The Board believes that the "public purpose" served is the promotion of education, enhancement of morale, and rapport, and the encouragement of participation in said activities. However, under no circumstances shall public funds be expended for the purchase of alcoholic beverages.

The Board further directs the Treasurer to include funds in the annual appropriations for the purchase of such amenities or to reimburse staff who incur such expenses if purchased in connection with meetings, staff development sessions, or other occasions deemed appropriate by the administration. All such expenditures on behalf of the District must have prior authorization by the Superintendent or designee and will be made in accordance with all District purchasing procedures and documentation requirements.

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~~**[ ] [OPTION #2]**~~

~~The Board of Education encourages the providing of meals, refreshments, and/or other amenities for staff, students, citizens, advisory groups who participate in meetings and staff development sessions, or on other occasions as deemed appropriate by the administration. However, such food and amenities may not be purchased using public funds. Rather, such food and amenities must be purchased using entirely private funds and/or donations.~~

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RECOGNITION

[X] [OPTION #1]

The purpose of this policy is to permit the Board of Education to honor its staff, former Board members, and other nonemployee persons with plaques, pins, token retirement gifts and awards, and other amenities.

[X] Such amenities may include, but are not limited to, gift cards of a reasonable amount ~~not to exceed ( ) $25.00, ( ) _____~~, teacher or student recognition gifts appropriate to the occasion, caps, clothing, educational items, books, or similar items of a reasonable value such purchases may be deemed taxable fringe benefit.
(see Policy 6233).

The Board wishes to also honor staff, students, citizens, and advisory groups for their contributions with appropriate recognitions and authorizes administrators to purchase meals, refreshments, and/or other amenities to further the interests of the District and to be reimbursed for such purchases if they are initially made with the administrators' personal funds.

The Board hereby affirms that the expenses incurred as listed above do serve a valid and proper public purpose. However, under no circumstances will public funds be expended for the purchase of alcoholic beverages. The Board believes that the "public purpose" served is the promotion of education, rapport with the business community, community relations, and the encouragement of nonemployees to serve as volunteers, as well as furthering other legitimate interests.

All such expenditures on behalf of the District must have prior authorization by the Superintendent and will be made in accordance with all District purchasing procedures and documentation requirements.

~~The funds shall be made available from _____.~~

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[ ] ~~**[OPTION #2]**~~

~~The Board of Education appreciates the work of its staff, former Board members, and other nonemployee persons who contribute to the success of the District. The Board encourages the recognition and honoring of its staff, former Board members, and other nonemployee persons with plaques, pins, token retirement gifts and awards, and other amenities.~~

~~The Board further encourages the recognition and honoring of staff, students, citizens, and advisory groups for their contributions to the District. Such recognitions, however, must be done utilizing private funds and/or donations. As such, administrators are not authorized to purchase meals, refreshments, and/or other amenities with public funds, and will not be reimbursed for such purchases if they are initially made with the administrators' personal funds.~~

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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.

[X] All property considered for disposition **(sale)** ~~**(shall)**~~ **(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);

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

~~2. sold to a community school or the board of trustees of a college preparatory boarding school, as set forth in R.C. 3313.41(G); 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~~(E)~~(D) or~~.~~

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

(X) publication in a newspaper of general circulation; or

( ) ~~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:

(X) 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.

(X) 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.

(X) 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.

(X) 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.

(X) 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 _Board_____. The Board shall give final approval of all contracts.

(X) 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.

(X) Potential purchasers or lessees shall demonstrate financial capability to meet the terms and conditions of their purchase or lease offer.

(X) 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.

~~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 high performing community schools and any newly established community schools that are implementing a community school model that has a track record of high quality academic performance, as determined by the Department of Education. If no governing authority from either type of community school expresses an interest in the property within sixty (60) days after the offer is made, the Board must offer the property for sale to the governing authorities of the start up community schools and the board of trustees of any college preparatory boarding school located within the territory of the District.~~

1. The Board shall offer the property to any community school governing authority, ~~and~~ 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, ~~or~~ 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.~~accepts the offer made by the Board, the property shall be sold to the community school governing authority or board of trustees that accepted the offer first in time.~~

[DRAFTING NOTE: The Board may dispose of the property by public auction only if no high performing community school, start-up community school governing authority, college preparatory boarding school board of trustees or STEM school governing body that are located within the territory of the District accepts the Board's offer within sixty (60) days.]

~~**[DRAFTING NOTE: The Board may dispose of the property by public auction only if no start-up community school governing authority or college preparatory boarding school board of trustees accepts the Board's offer within sixty (60) days after the subsequent offer.]**~~

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 two (2) years.

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.

~~2. The Board shall first offer any Unused School Facilities it owns for lease or sale to the governing authority of any high-performing community school as defined by State law. If no governing authority accepts the offer of lease or sale within sixty (60) days, then the Board must next offer Unused School Facilities to the governing authority of any community school or the board of trustees of any college preparatory boarding school that is 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 ~~sale~~ 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.

~~3. If more than one (1) qualified governing board accepts the Board's offer within sixty (60) days, the Board shall conduct a public auction utilizing the process described above. Only the parties that notify the Board within sixty (60) days may offer a bid at the auction. 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.~~

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 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.

Proceeds from the Sale of Real Property

When the Board disposes of real property pursuant to R.C. 3313.41, 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.

~~When the Board disposes of real property pursuant to R.C. 3313.41, the proceeds received from the sale shall be used 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.~~

R.C. 3313.17, 3313.40, 3313.41, 3313.411, 3313.413, 5705.10
2 C.F.R. 200.78, 200.85

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REVISED POLICY - TECHNOLOGY UPDATE – PHASE III

STUDENT ~~EDUCATION~~ TECHNOLOGY ACCEPTABLE USE AND SAFETY

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The Board of Education provides ~~Education~~ Technology Resources (as defined in Bylaw 0100) to support the educational and professional needs of its students and staff. With respect to students, District Technology Resources afford them the opportunity to ~~so that students can~~ acquire the skills and knowledge to learn effectively and live productively in a digital world. The Board ~~of Education~~ provides students with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students. The District's computer network and Internet system does not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose.

The Board regulates the use of District Technology Resources by principles consistent with applicable local, State, and Federal laws, the District's educational mission, and articulated expectations of student conduct as delineated in the Student Code of Conduct. This policy and its related administrative guidelines and the Student Code of Conduct govern students' use of ~~the District's~~ District Technology Resources and students' personal communication devices when they are connected to the District computer network, Internet connection, and/or online educational services/apps, or when used while the student is on Board-owned property or at a Board-sponsored activity (~~that is, according to~~ see Policy 5136)~~., computers, laptops, tablets, e-readers, cellular/mobile telephones, smartphones, and any other web-enabled device), network, and Internet connection and online educational services ("Education Technology" or "Ed Tech").~~

~~**[NOTE: Choose this option if Policy 7542 authorizes student to bring their own personal communication devices and use them to connect to Education Technology.]**~~

~~[ ] This policy and its related administrative guidelines and the Student Code of Conduct also govern students' use of the their personal communication devices (that is, according to Policy 5136, computers, laptops, tablets, e-readers, cellular/mobile telephones, smartphones, and any other web-enabled device), when connected to the District's network, the District's Internet connection, and online educational services ("Education Technology" or "Ed Tech").~~

Users are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, deliberate attempts to circumvent security measures, gain unauthorized access to Internet sites or premise-based servers, or cause intentional harm to our district technology systems ~~inappropriate access~~, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its Technology Resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

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~~The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Education Technology.~~ Users have no right or expectation to privacy when using ~~the Ed Tech~~ District Technology Resources (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity ~~while on the~~ when using the District's computer network and/or Internet connection).

First, ~~and foremost,~~ the Board may not be able to technologically limit access, through its ~~Education Technology~~ Technology Resources, to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures~~, which~~ that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or the Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using ~~the Education Technology~~ District Technology Resources, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any student who attempts to disable the technology protection measures will be subject to discipline.

The Superintendent or ___designee_____ may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material, if access to such sites has been inappropriately blocked by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures.

Parents are advised that a determined user may be able to gain access to services and/or resources on the Internet that the Board has not authorized for educational purposes. In fact, it is impossible to guarantee students will not gain access through the Internet to information and communications that they and/or their parents may find inappropriate, offensive, objectionable or controversial. Parents of minors are responsible for setting and conveying the standards that their children should follow when using the Internet.

Pursuant to Federal law, students shall receive education about the following:

A. safety and security while using e-mail, chat rooms, social media, and other forms of direct electronic communications

B. the dangers inherent with the online disclosure of personally identifiable information

C. the consequences of unauthorized access (e.g., "hacking", "harvesting", "digital piracy", "data mining", etc.), cyberbullying and other unlawful or inappropriate activities by students online, and

D. unauthorized disclosure, use, and dissemination of personally- identifiable information regarding minors

Staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above. Furthermore, staff members will monitor the online activities of students while at school.

[X] Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

Building principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of ~~the Education Technology~~ District Technology Resources. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social ~~networking websites and~~ media, including in chat rooms, and cyberbullying awareness and response. All ~~Internet users~~ users of District Technology Resources (and their parents if they are minors) are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

[X] Students will be assigned a school e-mail account that they are required to utilize for all school-related electronic communications, including those to staff members, peers, and individuals and/or organizations outside the District with whom they are communicating for school-related projects and assignments. **(X)** Further, as directed and authorized by their teachers, they shall use their school-assigned e-mail account when signing-up/registering for access to various online educational services, including mobile applications/apps that will be utilized by the student for educational purposes.

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Students ~~and staff members~~ are responsible for good behavior when using District Technology Resources – i.e., behavior comparable to that expected of students when ~~on the Board's computers/network and the Internet just as~~ they are in classrooms, school hallways, and other school premises and school sponsored events. Communications on the Internet are often public in nature. General school rules for behavior and communication apply. The Board does not approve~~sanction~~ any use of ~~the Education Technology~~ its Technology Resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines.

[NOTE: IF LANGUAGE ABOUT SOCIAL MEDIA IS ADDED TO POLICY 7540, IT IS RECOMMENDED THAT THIS LANGUAGE BE ADDED TO THIS POLICY.]

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[ ] ~~Students shall not access social media for personal use from the District's network, may only use District Technology Resources to access or use social media if it is done for educational purposes in accordance with their teacher's approved plan for such use.~~

~~( )~~ ~~, but shall be permitted to access social media for educational use in accordance with their teacher's approved plan for such use.~~

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users ~~of the Board's Education Technology~~ are personally responsible and liable, both civilly and criminally, for uses of ~~the Ed Tech~~ District Technology Resources that are not authorized by this ~~Board~~ policy and its accompanying guidelines.

The Board designates the Superintendent and/or _____designee_____ as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to students' use of District Technology Resources.

~~The Board designates the Superintendent and _____ as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to students' use of the District's Education Technology.~~

P.L. 106-554, Children's Internet Protection Act of 2000
47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)
20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)
18 U.S.C. 1460
18 U.S.C. 2246
18 U.S.C. 2256
20 U.S.C. 6777, 9134 (2003)
47 C.F.R. 54.500 – 54.523

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REVISED POLICY - TECHNOLOGY UPDATE – PHASE III

STAFF ~~EDUCATION~~ TECHNOLOGY ACCEPTABLE USE AND SAFETY

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The Board of Education provides Technology and Information Resources (as defined by Bylaw 0100) to support the educational and professional needs of its staff and students. The Board provides staff with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students and to facilitate the staff's work. The District's computer network and Internet system does not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose. ~~This policy and its related administrative guidelines and any applicable employment contracts and collective bargaining agreements govern the staffs' use of the District's computers, laptops, tablets, personal communication devices (as defined by Policy 7530.02), network and Internet connection and online educational services ("Education Technology" or "Ed-Tech"). The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Education Technology. Users have no right or expectation to privacy when using the Ed-Tech (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity while on the network and Internet).~~

The Board regulates the use of District Technology and Information Resources by principles consistent with applicable local, State, and Federal laws, and the District's educational mission. This policy and its related administrative guidelines and any applicable employment contracts and collective bargaining agreements govern the staffs' use of the District's Technology and Information Resources and staff's personal communication devices when they are connected to the District's computer network, Internet connection and/or online educational services/apps, or when used while the staff member is on Board-owned property or at a Board-sponsored activity (see Policy 7530.02).

Users are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, deliberate attempts to circumvent security measures, gain unauthorized access to Internet sites or premise-based servers, or cause intentional harm to our district technology systems,inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its Technology Resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers.

Users have no right or expectation to privacy when using District Technology and Information Resources (including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the District's computer network and/or Internet connection).

Staff members are expected to utilize ~~Education Technology in order~~ District Technology and Information Resources to promote educational excellence in our schools by providing students with the opportunity to develop the resource sharing, innovation, and communication skills and tools that are essential to both life and work. The Board encourages the faculty to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources in enriching educational activities. The instructional use of the Internet and online educational services will be guided by ~~the~~ Board~~'s policy~~ Policy 2520 – Selection of ~~on~~ Instructional Materials and Equipment.

The Internet is a global information and communication network that brings incredible education and information resources to our students. The Internet connects computers and users in the District with computers and users worldwide. Through the Internet, students and staff can access relevant information that will enhance their learning and the education process. Further, ~~the Education Technology provides~~ District Technology Resources provide students and staff with the opportunity to communicate with other people from throughout the world. Access to such an incredible quantity of information and resources brings with it, however, certain unique challenges and responsibilities.

First, ~~and foremost,~~ the Board may not be able to technologically limit access, through its ~~Education Technology~~ Technology Resources, to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures~~, which~~ that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or Superintendent, the technology protection measures may also be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of staff members to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using the ~~Education Technology~~ District Technology Resources, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any staff member who attempts to disable the technology protection measures without express written consent of an appropriate administrator will be subject to disciplinary action, up to and including termination.

The Superintendent or __designee_____ may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material, if access to such sites has been inappropriately blocked by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures. **(X)** The Superintendent or _designee_____ may also disable the technology protection measures to enable access for bona fide research or other lawful purposes.

Staff members will participate in professional development programs in accordance with the provisions of law and this policy. Training shall include:

A. the safety and security of students while using e-mail, chat rooms, social media and other forms of direct electronic communications;

B. the inherent danger of students disclosing personally identifiable information online;

C. the consequences of unauthorized access (e.g., "hacking"~~)~~, "harvesting", "digital piracy", "data mining", etc.), cyberbullying and other unlawful or inappropriate activities by students or staff online; and

D. unauthorized disclosure, use, and dissemination of personallyidentifiable information regarding minors.

Furthermore, staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above, and staff members will monitor students' online activities while at school.

[X] Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

The disclosure of personally identifiable information about students online is prohibited.

Building Principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the ~~Education Technology~~ District Technology Resources. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social ~~networking websites and~~ media including in chat rooms and cyberbullying awareness and response. All ~~Internet~~ users of District Technology Resources are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

[X] Staff will be assigned a school email address that they are required to utilize for all school-related electronic communications, including those to students, ~~and their~~ parents and other staff members.

[X] With prior approval from the Superintendent or __designee_____, staff may direct students who have been issued school-assigned email accounts to use those accounts when signing-up/registering for access to various online educational services, including mobile applications/apps that will be utilized by the students for educational purposes under the teacher's supervision.

Staff members are responsible for good behavior when using ~~the Board's Education Technology just as~~ District Technology and Information Resources - i.e., behavior comparable to that expected when they are in classrooms, school hallways, and other school premises and school sponsored events. Communications on the Internet are often public in nature. The Board does not approve any use of its Technology and Information Resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines.

[NOTE: IF LANGUAGE ABOUT SOCIAL MEDIA IS ADDED TO POLICY 7540, CHOOSE THE APPROPRIATE OPTION TO MATCH THAT LANGUAGE]

[ ] ~~Staff members~~ may only use District Technology Resources to ~~shall not access~~ or use ~~social media~~ if it is done ~~for personal use on the District's network, and shall access social media for educational use only after submitting a plan for that educational use and securing the principal's approval of that plan in advance~~ or business-related purposes~~.~~

~~[ ] Staff members shall not access social media from the District's network for either personal or educational use.~~

General school rules for behavior and communication apply. ~~The Board does not sanction any use of the Internet that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines. Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users of the Board's Education Technology are personally responsible and liable, both civilly and criminally, for uses of the Ed-Tech not authorized by this policy and its accompanying guidelines.~~

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of District Technology and Information Resources that are not authorized by this policy and its accompanying guidelines.

The Board designates the Superintendent and _____or designee_____ as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to staff members' use of ~~the District's Education Technology~~District Technology and Information Resources.

[OPTIONAL]

[X] Social Media Use

An employee's personal or private use of social media~~, such as Facebook, Twitter, MySpace, blogs, etc.,~~ may have unintended consequences. While the Board respects its employees' First Amendment rights, those rights do not include permission to post inflammatory comments that could compromise the District's mission, undermine staff relationships, or cause a substantial disruption to the school environment. This warning includes staff members' online conduct that occurs off school property including from the employee's private computer. Postings to social media should be done in a manner sensitive to the staff member's professional responsibilities.

In addition, Federal and State confidentiality laws forbid schools and their employees from using or disclosing student education records without parental consent. See Policy 8330. Education records include a wide variety of information; posting personally identifiable information about students is not permitted. Staff members who violate State and Federal confidentiality laws or privacy laws related to the disclosure of confidential student or employee information may be disciplined.

Staff members retain rights of communication for collective bargaining purposes and union organizational activities.

P.L. 106-554, Children's Internet Protection Act of 2000
47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)
20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)
18 U.S.C. 1460
18 U.S.C. 2246
18 U.S.C. 2256
20 U.S.C. 6777, 9134 (2003)
47 C.F.R. 54.500 – 54.523

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REVISED POLICY - TECHNOLOGY UPDATE – PHASE III

~~ELECTRONIC MAIL~~DISTRICT-ISSUED STAFF E-MAIL ACCOUNT

Staff

The Board of Education is committed to the effective use of electronic mail ("e-mail") by all District staff and Board members in the conduct of their official duties. ~~This policy, as well as any guidelines developed pursuant to it, are not meant to limit or discourage the use of e-mail for conducting the official business of the District, but rather, this~~ This policy and any corresponding guidelines are intended to establish a framework for the proper use of e-mail for conducting ~~as an~~ official business and communicating with colleagues, students, parents and community members.~~tool.~~

When available, the District's e-mail system must be used by employees for any official District e-mail communications. **(X)** Personal e-mail accounts on providers other than the District's e-mail system

(X) may be blocked at any time

( ) shall be blocked

if~~due to~~ concerns for network security, SPAM, or virus protection arise. Furthermore, District staff are expected to exercise reasonable judgment and prudence and take appropriate precautions to prevent viruses from entering the District's network when opening or forwarding any e-mails or attachments to e-mails that originate from unknown sources.

~~District staff shall not send or forward mass e-mails, even if the e-mails concern District business, without prior approval of the~~

~~( ) Technology Director.~~

~~( ) site administrator.~~

~~( ) _____ **[other]**.~~

District staff may join list servs or other e-mail services (e.g. RSS feeds) that pertain to their responsibilities in the District, **(X)** provided these list servs or other email services do not exceed the staff member's e-mail storage allotment. **(X)** If a staff member is unsure whether s/he has adequate storage or should subscribe to a list serv or RSS feed, s/he should discuss the issue with his/her building Principal or the District's **( )** Technology Director **(X)** IT staff. The ~~Staff members are required to keep their inbox and folders organized by regularly reviewing e-mail messages, appropriately saving e-mails that constitute a public record or student record and e-mails that are subject to a Litigation Hold, and purging all other emails that have been read. If the staff member is concerned that his/her e-mail storage allotment is not sufficient, s/he should contact the District's technology coordinator (IT staff). Similarly, if a staff member is unsure whether s/he has adequate storage or should subscribe to a list serv or RSS feed, s/he should discuss the issue with his/her building principal or the District's **( )** Technology Coordinator **( )** IT staff. The~~

(X) Technology Director

( ) site administrator

( ) _____ **[other]**

is authorized to block e-mail from list servs or e-mail services if the e-mails received by the staff member(s) **(X)** become excessive **( )** ~~regularly exceed _____ megabytes.~~

Staff members are encouraged to keep their inbox and folders organized by regularly reviewing e-mail messages, appropriately saving e-mails that constitute a public record or student record and e-mails that are subject to a litigation hold (see Policy 8315 – Information Management), and purging all other emails that have been read. If the staff member is concerned that his/her e-mail storage allotment is not sufficient, s/he should contact the District's **( )** Technology Director **(X)** IT staff.

Public Records

The District complies with all Federal and State laws pertaining to electronic mail. Accordingly, e-mails written by or sent to District staff and Board members may be public records if their content concerns District business, or education records if their content includes personally-identifiable information about a student. E-mails that are public records are subject to retention and disclosure, upon request, in accordance with Policy 8310 – Public Records. E-mails that are student records ~~should~~ must be maintained pursuant to Policy 8330 – Student Records. Finally emails may constitute electronically stored information ("ESI") that may be subject to a ~~Litigation Hold~~ litigation hold pursuant to Policy 8315 – Information Management.

State and Federal law exempt certain documents and information within documents from disclosure, no matter what their form. Therefore, certain e-mails may be exempt from disclosure or it may be necessary to redact certain content in the emails before the e–mails are released pursuant to a public records request, the request of a parent or eligible student to review education records, or a duly served discovery request involving ESI.

E-mails written by or sent to District staff and Board members by means of their private e-mail account may be public records if the content of the e-mails concerns District business, or education records if their content includes personallyidentifiable information about a student. Consequently, staff shall comply with a District request to produce copies of e-mail in their possession that are either public records or education records, or that constitute ESI that is subject to a ~~Litigation Hold~~litigation hold, even if such records reside on a computer owned by an individual staff member, or are accessed through an e-mail account not controlled by the District.

Retention

Pursuant to State and Federal law, e-mails that are public records or education records, and e-mails that are subject to a ~~Litigation Hold~~ litigation hold shall be retained.

[ ] ~~E-mail retention is the responsibility of the individual e-mail user.~~ Users must comply with District guidelines for properly saving/archiving emails that are public records, student education records, and/or subject to a litigation hold. ~~E-mails sent or received using the District's e-mail service ( ) are~~ automatically ~~retained ( ) may only be retained for _____ **[e.g., thirty (30)]** days on the server. This retention is for disaster recovery and not to provide for future retrieval. The District does not maintain a central or distributed e-mail archive of email sent and/or received.~~ Any questions concerning e-mail retention should be directed to the **( )** Technology Director **( )** site administrator **( )** _____ **[other]**.

[X] The District maintains archives of all e-mails sent and/or received by users of the District's e-mail service. Staff members are required to forward copies of any e-mails received in their personal e-mail account(s) not affiliated with the District server to their District e-mail account so that these records are also archived for future retrieval, if necessary.

Unauthorized E-mail

The Board does not authorize the use of its ~~proprietary computers and~~ Technology Resources, including its computer network ("network"), to accept, transmit, or distribute unsolicited bulk e-mail sent through the Internet to network e-mail accounts. In addition, Internet e-mail sent, or caused to be sent, to or through the network that makes use of or contains invalid or forged headers, invalid or nonexistent domain names, or other means of deceptive addressing will be deemed to be counterfeit. Any attempt to send or cause such counterfeit e-mail to be sent to or through the network is unauthorized. Similarly, e-mail that is relayed from any third party's e-mail servers without the permission of that third party, or which employs similar techniques to hide or obscure the source of the e-mail, is also an unauthorized use of the network. The Board does not authorize the harvesting or collection of network e-mail addresses for the purposes of sending unsolicited email. The Board reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from entering, utilizing, or remaining within the network. Nothing in this policy is intended to grant any right to transmit or send e-mail to, or through, the network. The Board's failure to enforce this policy in every instance in which it might have application does not amount to a waiver of its rights.

Unauthorized use of the network in connection with the transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender and/or possible disciplinary action.

Authorized Use and Training

Pursuant to Policy 7540.04, staff and Board members using the District's e-mail system shall acknowledge their review of, and intent to comply with, the District's policy on acceptable use and safety by signing and submitting Form 7540.04 F1 ~~( ) annually~~.

~~Furthermore, staff ( ) and Board members using the District's e-mail system shall satisfactorily complete training ( ), pursuant to Policy 7540.04, regarding the proper use and retention of e-mail ( ) annually.~~

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NEW POLICY - TECHNOLOGY UPDATE PHASE III

DISTRICT-ISSUED STUDENT E-MAIL ACCOUNT

Students assigned a school e-mail account are required to utilize it for all school-related electronic communications, including those to staff members and individuals and/or organizations outside the District with whom they are communicating for school-related projects and assignments. Further, as directed and authorized by their teachers, they shall use their school-assigned e-mail account when signing-up/registering for access to various online educational services, including mobile applications/apps that will be utilized by the student for educational purposes.

This policy and any corresponding guidelines serve to establish a framework for student's proper use of e-mail as an educational tool.

Personal e-mail accounts on providers other than the District's e-mail system

(X) may be blocked at any time

( ) shall be blocked

if concerns for network security, SPAM, or virus protection arise. Students are expected to exercise reasonable judgment and prudence and take appropriate precautions to prevent viruses from entering the District's network when opening or forwarding any e-mails or attachments to e-mails that originate from unknown sources.

Students shall not send or forward mass e-mails, even if educationally-related, without prior approval of their classroom teacher or the

( ) ~~Technology Director.~~

( ) ~~site administrator.~~

( ) ___Principal_____ **[other]**.

Students may join list servs or other e-mail services (e.g. RSS feeds) that pertain to academic work, provided the e-mails received from the list servs or other e-mail services do not ~~( )~~ ~~become excessive~~ **(X)** exceed the students' individual e-mail storage allotment. If a student is unsure whether s/he has adequate storage or should subscribe to a list serv or RSS feed, s/he should discuss the issue with his/her classroom teacher, the building principal or the District's **( )** ~~Technology Director~~ **(X)** IT staff. The

(X) Technology Director

( ) site administrator

( ) _____ **[other]**

is authorized to block e-mail from list servs or e-mail services if the e-mails received by the student **(X)** becomes excessive ~~( ) regularly exceed _____ megabytes~~.

Students are encouraged to keep their inbox and folders organized by regularly reviewing e-mail messages and purging e-mails once they are read and no longer needed for school.

Unauthorized E-mail

The Board does not authorize the use of its Technology Resources, including its computer network ("network"), to accept, transmit, or distribute unsolicited bulk e-mail sent through the Internet to network e-mail accounts. In addition, Internet e-mail sent, or caused to be sent, to or through the network that makes use of or contains invalid or forged headers, invalid or non-existent domain names, or other means of deceptive addressing will be deemed to be counterfeit. Any attempt to send or cause such counterfeit e-mail to be sent to or through the network is unauthorized. Similarly, e-mail that is relayed from any third party's e-mail servers without the permission of that third party, or which employs similar techniques to hide or obscure the source of the e-mail, is also an unauthorized use of the network. The Board does not authorize the harvesting or collection of network e-mail addresses for the purposes of sending unsolicited e–mail. The Board reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from entering, utilizing, or remaining within the network. Nothing in this policy is intended to grant any right to transmit or send e-mail to, or through, the network. The Board's failure to enforce this policy in every instance in which it might have application does not amount to a waiver of its rights.

Unauthorized use of the network in connection with the transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender and/or possible disciplinary action.

Authorized Use and Training

Pursuant to Policy 7540.03, students using the District's e-mail system shall acknowledge their review of, and intent to comply with, the District's policy on acceptable use and safety by signing and submitting Form 7540.03 F1 ~~**( )** annually~~.

~~Furthermore, students using the District's e-mail system shall satisfactorily complete training **( )**, pursuant to Policy 7540.03, regarding the proper use of e-mail **( )** annually.~~

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REVISED POLICY - VOL. 36, NO. 1

BUS DRIVER CERTIFICATION

It is the policy of the Board of Education that all bus drivers obtain and hold proper certification under standards for school bus drivers established within the Ohio Revised Code. It is also the purpose of this Board to protect its students from drivers whose certification is invalidated by the Ohio Point Law or point standards of this District.

A copy of each new school bus driver's complete driving record must be obtained from the Ohio Department of Education prior to allowing the school bus driver to operate a school bus or school van for the first time. In accordance with State transportation regulations, the Superintendent shall request the administrator in charge of transportation to conduct at least a semi-annual review of each school bus driver's (i.e., current bus drivers and those newly hired bus drivers who remain employed with the Board) driving record through the Ohio Department of Education to determine that such drivers have:

A. no more than six (6) points within the last twenty-four (24) month period;

B. not been convicted of driving while under the influence of alcohol and/or a controlled substance during the past ~~six (6)~~ ten (10) years (i.e., not been convicted of a violation of R.C. 4511.19) or a substantially equivalent municipal offense;

C. not received two (2) (or more) of the following serious traffic violations as defined in R.C. 4506.01(DD)(1) through (DD)(7) during the last twenty-four (24) month period:

1. a single charge of any speed in excess of the posted speed limit by fifteen (15) miles per hour or more;

2. violation of R.C. 4511.20 (i.e., operation in willful or wanton disregard of the safety of persons or property) or R.C. 4511.201 (i.e., operation off street or highway in willful or wanton disregard of the safety of persons or property) or any similar ordinance or resolution, or of any similar law of another state or political subdivision of another state;

3. violation of a law of this State or an ordinance or resolution relating to traffic control, other than a parking violation, or of any similar law of another state or political subdivision of another state, that results in a fatal accident;

4. violation of R.C. 4506.03 (i.e., commercial driver's license or temporary instruction requirements) or a substantially similar municipal ordinance or county or township resolution, or of any similar law of another state or political subdivision of another state, that involves the operation of a commercial motor vehicle without a valid commercial driver's license with the proper class or endorsement for the specific vehicle group being operated for the passengers or type of cargo being transported;

5. violation of R.C. 4506.03 (i.e., commercial driver's license or temporary instruction requirements) or a substantially similar municipal ordinance or county or township resolution, or of any similar law of another state or political subdivision of another state, that involves the operation of a commercial motor vehicle without a valid commercial driver's license being in the person's possession;

6. violation of R.C. 4511.33 (i.e., driving in marked lanes) or R.C. 4511.34 (i.e., space between moving vehicles) or any municipal ordinance or county or township resolution substantially similar to either of those sections, or any substantially similar law of another state or political subdivision of another state;

7. violation of any other law of this State or ordinance or resolution relating to traffic control, other than a parking violation, that is determined to be a serious traffic violation by the United States Secretary of Transportation and the Director designates such by rule; and

D. no railroad crossing violations during the last year (i.e., twelve (12) month period);

(X) not received any violations that render the bus driver uninsurable by the District's Fleet Insurance Carrier;

( ) _____ ~~**[other]**~~.

The records obtained from the annual records check will be maintained for a minimum of ~~six (6)~~ ten (10) years.

A driver having any of the above-referenced violations will be disqualified from operating a bus. The driver will also be notified that his/her school bus certification will be reviewed by the Superintendent and his/her employment as a school bus driver may be terminated.

A driver involved in a preventable school bus accident, or judged guilty of a minor traffic violation, shall be subject to the disciplinary action established in the Superintendent's administrative guidelines. Further, no driver who is convicted of a traffic violation or has his/her commercial driver's license (CDL) suspended will be permitted to operate a school bus or school van until the driver files a written notice of the conviction or suspension. Such written notice must be immediately filed with the Superintendent or administrator in charge of transportation, irrespective of whether the traffic violation occurred while operating a Board-owned vehicle or a private vehicle or during school or non-school hours. Failure to file the required written notice of conviction or suspension will result in the revocation of the driver's certificate and/or disciplinary action, up to and including termination.

If a school bus driver has an interruption in driving a school bus or school van for a period of one (1) year or longer, s/he will not be permitted to resume operating a school bus or school van until a copy of the school bus driver's complete driving record has been obtained.

In addition to the required driving record check, the administrator in charge of transportation shall obtain a satisfactory BCII report prior to hiring an individual as a new school bus or school van driver, along with an FBI background check (i.e., an FBI background check will also be required prior to hiring new employees). An updated, satisfactory BCII report shall be obtained for each school bus driver every six (6) years with driver re-certification. Satisfactory shall be defined by the same standards applied to other public school employees. Such records shall also be maintained for a minimum of six (6) years (see Policy 4121 for criminal history record check requirements).

No bus driver will be permitted to drive a school bus or school van unless s/he meets all other requirements contained in the rules adopted by the Ohio Department of Education prescribing qualifications of drivers of school buses and other student transportation. In addition, no bus driver will be permitted to drive a school bus or school van unless:

A. information pertaining to the bus driver has been submitted to the Ohio Department of Education, including the name of the Board, name of the bus driver, driver license number, date of birth, date of hire, status of physical evaluation and status of training; and

B. the most recent ~~a~~ criminal records check, including information from the Federal Bureau of Investigation, has been completed and received by the Superintendent.

[X] The Superintendent

OR

[ ] ~~The Educational Service Center Superintendent (if transportation is contracted through the ESC)~~

shall provide for an annual physical examination conforming to Ohio Department of Education standards to determine the driver's physical fitness for employment.

Drivers of school buses or vans employed by entities other than the District who are not subject to Ohio Department of Education rules must receive the certificate described by R.C. 3327.10(B) from the school administrator to contractor prior to being employed. These drivers also must have an annual physical conforming to State Highway Patrol rules performed in accordance with R.C. 3327.10(B). Any bus driver not employed by a school district, who drives a bus or van owned by the District, must give satisfactory and sufficient bond.

R.C. 3327.10, 3327.01 et seq., 4511.01(F), 4511.75 et seq.
A.C. 3301-51-10, 3301-83-01 et seq., 3301-83-05, 3301-83-06, 3301-83-07

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REVISED POLICY - VOL. 36, NO. 1

BUSINESS ADVISORY COUNCIL

The Board of Education recognizes the increasing importance to the nation's productivity and future well-being of its citizens that students enter the labor market with employable skills and attitudes. The Board and staff of the District also recognize that the necessary educational effort involves close cooperation among interested parties and that decisions regarding the curriculum should not be made without appropriate input from those affected by the educational results.

In order to obtain more effective assistance from one group particularly affected by the students' entry-level skills, the potential employer, the Board shall establish a Business Advisory Council to serve as a continuing advisory group to the Board and administration.

The Council shall be composed of ~~15~~ 15 members. A majority shall be selected from among the leaders of commercial and industrial organizations operating within the District.

( ) ~~or within the area that provides the majority of employment for the District's citizens.~~

[ ] In addition, representatives from local

( ) ~~trade unions~~

( ) ~~educational institutions~~

(X) governmental agencies

shall be invited to join the Council.

[X] A member of the Board

(X) The Superintendent

shall serve as the chairman of the Council

[ ] ~~The Council shall~~

( ) ~~annually~~

~~elect a chairman from among its members.~~

( ) ~~who shall serve as co-chairman with the~~

( ) ~~Superintendent of Schools.~~

( ) ~~a member of the Board.~~

The purpose of the Council shall be to assist the staff and Board in determining whether or not its curriculum is and continues to be both appropriate and adequate for ensuring that students can enter the labor force with knowledge, attitudes, and skills that:

(X) are considered relevant by employers;

(X) are at a level that makes initial employment feasible and additional training both productive and economical;

(X) are transferable from one work situation to another.

( ) _____

The Council shall further provide recommendations to the Board concerning changes in the economy and the job market, and the types of employment in which future jobs are most likely to be available; and provide suggestions for developing a working relationship among businesses, labor organizations, and educational personnel in the District.

~~[ ] The Board may appoint one (1) committee to function as both the Business Advisory Council and the Family and Civic Engagement Team (Policy 9143). Such a committee must perform all functions required of a business advisory council and a family and civic management team. The committee's membership shall be determined by the Board, but shall include parents, community representatives, health and human services representatives and business representatives as prescribed by statute.~~

The Council shall operate in accordance with the standards established by the Superintendent of Public Instruction. The Council and Board will develop a plan specifying matters upon which the Council will advise and make recommendations to the Board. The plan shall be filed with the Ohio Department of Education. At a minimum, the Council will meet quarterly with the Board. The Council and the Board will annually develop and file with the Ohio Department of Education a joint statement describing how the Board and the Council have fulfilled their responsibilities in accordance with policy and State law. The statement will be submitted by March 1st each year. **[NOTE: The Board will have to meet on this even if the Educational Service Center is appointed.]**

~~The Superintendent shall develop administrative guidelines to provide that the time and efforts of the Council and those of the professional staff are utilized properly to accomplish these educational outcomes and to provide for a continued strong working relationship between the District, the Council, and the larger community of employers.~~

R.C. 3313.82, 3313.821, 3313.822

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REVISED GUIDELINE - VOL. 36, NO. 1

COLLEGE CREDIT PLUS PROGRAM

The following guidelines are established in accordance with Board policy and the rules of the State Department of Education.

Each year, prior to ~~March~~February 1st, the District shall provide information regarding the College Credit Plus Program to the students currently enrolled in grades six (6) through eleven (11) and to their parents ~~(Form 2271 F6)~~. This information should be provided through multiple and easily accessible resources, including, but not limited to, the District's website, student assemblies, written communications to students (either electronically or through hard copy), and joint communication events with institutions of higher education.

The institutions of higher education ("IHE") to which the College Credit Plus Program applies are: both public colleges as defined in R.C. 3365.01 and participating private colleges as defined in R.C. 3365.01.

All courses offered under the College Credit Plus Program must be the same courses included in the partnering IHE's course catalogue for college-level, nonremedial courses, and must apply to at least one (1) degree or professional certification at the partnering college or university.

All instructors teaching a course under the College Credit Plus Program must meet the credential requirements set forth in guidelines and procedures established by the chancellor of the Ohio Board of Regents. If the guidelines require high school teachers to take any additional graduate-level coursework in order to meet the credential requirements, that coursework will be applicable to continuing education and professional development requirements for the renewal of the teacher's educator license. For high school teachers that are teaching courses for the college at a secondary school under the College Credit Plus Program, the participating IHE will provide at least one (1) professional development session per school year for such teachers and conduct at least one (1) classroom observation per school year for each course that is authorized by the college and taught by a high school teacher to verify that the course meets the quality of a college-level course.

Eligibility (see Form 2271 F2 and Form 2271 F3)

A. Students must be bona fide seventh graders, eighth graders, freshmen, sophomores, juniors, or seniors for the year in which participation is sought. In addition, the student must meet the ~~IHE of choice's~~ standards for admission, enrollment, and course placement of the IHE and relevant academic programs.

B. Students must be remediation-free in one of the assessments established under R.C. 3345.061(F) (i.e., uniform statewide standards in mathematics, science, reading, and writing established by college presidents). A student who scores within one standard error of measurement below the remediation-free threshold for one of those assessments is considered to have met this requirement if the student also either:

1. has a cumulative high school grade point average of at least 3.0. If the student is seeking to participate in seventh or eighth grade, the student must have an equivalent cumulative grade point average in the applicable grade levels;

2. receives a recommendation from a school counselor, Principal, or career-technical program advisor.

(X) A student who has been expelled by this Board is ineligible to enroll during the period of expulsion. The Board **~~( ) shall~~ (X) may** deny high school credit for postsecondary courses any portion of which are taken during the period of a student's expulsion. If the student has elected to receive both high school and college 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.

Students participating in the College Credit Plus Program must elect at the time of enrollment in each course whether s/he is enrolling under **OPTION #1** or **OPTION #2** as outlined below:

[X] OPTION #1

The student is responsible for all tuition, textbooks, materials, and fees associated with the course, and must choose whether to receive only college credit, or high school and college credit for the course; or

[X] OPTION #2

The student will have the participating college reimbursed by the Ohio Department of Education for all tuition, textbooks, materials, and fees associated with the course, and the student will receive both college credit and high school credit for the course.

During the time a student attends a course under **OPTION #1**, the student is not considered attending or enrolled in school anywhere. During the time a student attends a course under **OPTION #2**, the student is considered attending or enrolled in the District.

[END OF OPTIONS]

[X] A student may not enroll in courses to receive credit toward high school graduation for more than the equivalent of:

A. four (4) academic school years, if the student so enrolls for the first time in grade nine (9);

B. three (3) academic school years, if the student so enrolls for the first time in grade ten (10);

C. two (2) academic school years, if the student so enrolls for the first time in grade eleven (11);

D. one (1) academic school year, if the student so enrolls for the first time in grade twelve (12).

Enrollment

(X) By ~~March 30th~~ April 1st of each year, a student or his/her parent must complete and submit the Letter of Intent to Participate in College Credit Plus Form 2271 F1 to the Principal which signifies the student's intent to participate in the program for the following school year. Prior to completing this form the student and his/her parents must participate in the special counseling sessions described below and confirm receipt of these counseling services by signing the Statement of Responsibility Form 2271 F7.

(X) Failure to meet this deadline shall exclude the student from the program for that school year unless written consent is granted by the ~~Superintendent~~ Principal and the ~~Superintendent~~ Principal notifies the department of education of the student's intent to participate within ten (10) days of the date the student seeks consent. If the Principal does not grant consent, the student may appeal the Principal's decision to the Superintendent. The decision of the Superintendent is final. Participation may be withdrawn by the student or parent at any time upon written notification to the high school administration.

(X) Students must identify which credit option, either **OPTION #1** or **OPTION #2** above, they wish to pursue prior to the start of the first class session of the fall quarter or semester at the college. Once the first class session of the fall term has been held, the student may not change the option selected during the period of that school year, regardless of the number of courses taken.

Expulsion Notices to IHE

When a student is expelled, the Superintendent will send a written notice to any IHE in which the expelled student is enrolled under College Credit Plus at the time the expulsion is imposed. This notice must 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 courses taken during an expulsion. If the expulsion is later extended, the Superintendent again must notify the IHE.

Annual Information Session

The District will schedule at least one (1) informational session per school year to allow each partnering IHE that is located within thirty (30) miles of the school to meet with interested students and parents. The session will include the benefits and consequences of participation and will outline any changes or additions to the requirements of the program. If there are no partnering IHEs located within thirty (30) miles of the school, the District will coordinate with the closest partnering college to offer an informational session. Multiple high schools within a district and multiple districts may participate together in a combined event, as long as in each instance parents and students have an opportunity to interact with a representative of and receive information from each participating postsecondary institution and their secondary school, so they will understand their College Credit Plus opportunities.

Program Requirements

Students can choose to enroll in 1) courses taught at the college or university, 2) online courses, if available, or 3) College Credit Plus courses taught within the District, if available, or in a combination of the three (3). All students who have enrolled in the IHE under the College Credit Plus Program must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered.

For College Credit Plus classes taught within the District, such classrooms will consist of students who all follow the same course syllabus, use the same textbook and materials, aspire to achieve the same learning outcomes, and are assessed using the same methods as the college course delivered on the college campus. A District student who is not enrolled in the IHE, but who is in the College Credit Plus classroom must, along with the student's parents, be provided written notice (Form 2271 F5) stating the student is not earning college credit and would likely be required to retake the course upon enrollment at an institution of higher education if college credit is desired.

The District will verify that none of its students participating in the College Credit Plus Program is taking more than thirty (30) college credit hours during an academic year and not more than the equivalent of four (4) academic years or 120 college credit hours total through the College Credit Plus Program.

The District will determine the number of college credits a student earned through the College Credit Plus Program by using the following calculation:

(X) Take the number of high school units scheduled by the District for which the student receives only high school credit, then multiply that number by three (3) and then subtract the result from thirty (30). The resulting number shall be the total number of college credits a student participant may earn under the College Credit Plus Program in an academic year.

OR

(X) Under the College Credit Plus Program, postsecondary quarter hours are equal to .67 semester hours rounded to the nearest whole number.

The District will determine the amount of high school credit earned through participation in the College Credit Plus Program by using the following calculation:

(X) A College Credit Plus course transcripting three (3) or more semester credit hours shall count as one (1) full high school unit.

OR

(X) A College Credit Plus course transcripting less than three (3) semester hours shall count as the proportional fraction of a high school unit.

The District will ensure that enrollment in a College Credit Plus course for which an end-of-course examination is required under Section 3301.0712 of the Ohio Revised Code does not circumvent the participating student's obligation to take the required end-of-course examination.

Development of Model Course Pathways

The District will develop, in consultation with at least one (1) public partnering college or university, two (2) model pathways for courses offered under the College Credit Plus Program. The model pathways will serve as samples of the courses that a student can take toward a specified degree or certificate. One (1) of the model pathways will be a fifteen-credit hour pathway and one (1) will be a thirty (30) credit hour pathway. Each pathway shall include courses which, once completed, all apply to at least one (1) degree or professional certification offered at the IHE. The pathways may be organized by desired major or career path or may include various core courses required for a degree or professional certification by the IHE. The Board will publish the pathways among the school's official list of course offerings.

Counseling Services (see Form 2271 F4)

[X] The student and parents must participate in the following counseling services provided by the District. The counseling session may be incorporated into the annual information session provided the District makes alternative dates available for those unable to attend the annual information session.

(X) Program Eligibility and Credit Options

(X) Potential Risks and Consequences

Among the potential risks of participation the student must be willing to accept are:

1. increased student responsibility for learning because of less instructional guidance;

2. reduced opportunities to participate in high school co-curricular and extra-curricular activities;

3. increased financial obligations for tuition, books, materials, and fees, if college credit only is sought;

4. potential loss of after-school employment opportunities;

5. possible effect on grade point average and class standing;

6. possible delay of graduation;

7. increased time for travel, study, etc.

(X) Potential benefits are:

1. expanded curriculum offerings;

2. opportunities to study in more depth those areas of special interest or need;

3. opportunities to earn college credits while still in high school;

4. opportunities for financial support for taking college courses while still in high school;

5. opportunities to experience college level work and life prior to making final decisions about whether and/or where to attend college.

(X) College Acceptance and Scheduling

Participation is contingent upon admission to the IHE. The District will assist the student in gaining admission by providing transcripts and other related documents but will accept no responsibility if the student is not accepted by the IHE. Students who are awaiting acceptance should register for District classes as if they were not participating in the program. Schedule changes will then be made prior to the start of each semester for those students who receive notice of admission which must be provided by the IHE, in writing, to the student, the District, and the Department of Education within ten (10) days of acceptance.

(X) Participating Institutions of Higher Education

The District will maintain a list of all IHEs that currently participate in the program.

( ) ~~In the event that the student withdraws from the college class for high school credit within the first two (2) weeks of the college course, the student will be re-enrolled in the high school class(es) that were previously dropped.~~

(X) Reasonable efforts will be made in scheduling to accommodate the needs of students who will be leaving the school campus in order to participate in this program. However, scheduling conflicts are not the responsibility of the District. Revising the master schedule and/or unduly overloading classes are not required in order to accommodate schedule requests.

(X) Financial Arrangements

Students who elect to take the college course for college credit only will have the financial responsibility for tuition, textbooks, materials, and fees. The Board accepts no financial responsibility for those students who will be paying for their own tuition, fees, or textbooks. Those arrangements are between the college and the student and/or his/her parents.

Students assume no financial obligations if they elect to take the college course for college and high school credit. Tuition, textbooks, materials, and fees are assumed by the Board. Should students fail to complete a course taken for credit (whether through a formal "class drop" process or through nonattendance reasons other than those normally accepted by the school administration) any and all financial obligations assumed by the Board will default to the students and their parents.

Unless the student was expelled by the school, the Superintendent or chief administrator will not seek reimbursement from a participant or a participant's parent if the participant is identified as economically disadvantaged according to rules adopted by the Department of Education and these guidelines.

( ) ~~Process for Granting Academic Credits~~

~~When students elect to receive high school credit for college courses, credit will be awarded for successful completion of courses in accordance with the following guidelines:~~

( ) ~~The Principal shall require the student to submit a course syllabus or detailed description of each college course taken so that a comparison can be made with existing high school courses.~~

( ) ~~If the Principal determines that the college course is comparable to one (1) offered by the high school, the equivalent high school credit shall be granted.~~

( ) ~~If the Principal determines that the college course is not comparable to one (1) offered by the high school, credit shall be granted in a subject area similar to that taken by the student at the college.~~

( ) ~~In the event that the student or parents contest the credit, the Superintendent shall determine the appropriate credit. The Superintendent's decision may be appealed to the State Board Ohio Department of Education, whose decision in the matter shall be final and binding.~~

( ) ~~Students who enroll in a college course for both high school and college credit will receive on their high school transcript the grade issued by the college. While the course will be clearly designated on transcripts as a college course taken for high school credit, the grade will be computed in the grade point average as if issued by the high school faculty.~~

( ) ~~If a student is expelled from the District's schools, the Principal **( ) shall ( ) may** deny high school credit for any postsecondary courses taken during the expulsion.~~

( ) ~~If a college withdraws its acceptance of an expelled student who elected to take courses for high school credit only, the District shall not award high school credit for the college courses in which the student was enrolled at the time the college withdrew its acceptance.~~

( ) ~~The policy for awarding grades and the calculation of class standing for College Credit Plus courses shall not disadvantage students who choose to participate in the College Credit Plus Program rather than in other advanced standing programs. All courses within the same academic subject area will provide the same value for all advanced standing courses, including College Credit Plus, advanced placement, international baccalaureate, and honor courses.~~

( ) ~~Criteria for Transportation Aid~~

~~All students participating in the College Credit Plus Program will be responsible for their transportation to and from their homes and the college or to and from the district school and the college.~~

~~If the District provides transportation to its students in grades eleven and twelve, the parent of a student participating in College Credit Plus may apply to the Board for full or partial reimbursement for the necessary costs of transporting the student between the secondary school the student attends and the IHE in which the student is enrolled.~~

(X) Available Student Services

Students enrolled in the College Credit Plus Program will be entitled to all student services provided to any other of the District's school students (counseling, health, etc.). However, these services will be provided only while the students are on the school campus and only upon request. It is also the students' responsibility to keep themselves informed of academic and other requirements for all students who attend the school.

( ) ~~Consequences of Failing or Not Completing a Course~~

( ) ~~If students withdraw from the college course(s) within the first two (2) weeks of the course, they will be rescheduled for the appropriate District course(s), and no record of the college course will appear on the transcript. However, if students withdraw from the college course(s) after two (2) weeks of the classes, the course will appear on the transcript and will carry a grade of Withdrawn/Failing, which will be computed in the same manner as a failing grade on the high school transcript.~~

( ) ~~Any course taken for high school credit at an IHE and completed (or recorded as Withdrawn/Failing) will be clearly identified on the transcript along with the name of the IHE where the work was undertaken.~~

(X) Effect on Completion of Graduation Requirements

Students using college courses for credit toward high school graduation may do so. However, it is the responsibility of participating students and parents to be sure that the courses undertaken will meet the graduation requirements for the students. Upon acceptance by the IHE, students should schedule an appointment with a high school counselor to develop a written schedule showing courses to be taken at the high school and at the IHE as well as all graduation requirements remaining to be met. No high school graduation requirements shall be waived for any student as a result of participation in this program.

(X) Academic and Social Responsibilities of Students and Parents

(X) When attending either regular classes or co-curricular/extra-curricular activities at the high school, students participating in this program will be expected to abide by all Board policies and the Student Code of Conduct. Students and their parents assume all responsibility and liability related to attendance at an IHE and must agree to hold harmless the Board of Education, the administration, and the staff for any incidents arising out of participation in this program.

(X) Students must meet all requirements and standards established by the college and assume responsibility for attendance and behavior.

(X) Information and Encouragement to Use College Counseling Services

The school counselors, during the individual counseling sessions, shall make available any information provided by the IHE concerning its counseling services. In addition, counselors should encourage students and their parents to utilize counseling services available at the college to better ensure successful completion of the college courses.

( ) ~~Grade Point Computation and Reporting of Grades~~

( ) ~~For those college courses taken for high school credit, the grade for that course will be computed at the end of the next regular grading period at the high school following the receipt of an official transcript from the IHE. All grades to be entered on the high school transcript must be taken from an official transcript from the IHE. Should there be an urgent need for a letter grade, notification on official letterhead from the college instructor advising of the grade will be accepted to verify the grade.~~

( ) ~~Eligibility for co-curricular and extra-curricular activities in accordance with Board Policy 2430, and Policy 2431, will be affected if courses are taken for high school credit. Students will be provided Form 2271 F2 and asked to have their instructor fill it out. This form should be submitted **( ) weekly ( ) bi-weekly** prior to the close of high school classes each _____. Eligibility will be checked at the end of each college quarter or semester. A failing grade will result in an ineligibility for the next full school semester.~~

( ) ~~The student and parents must receive the standard packet of information for the College Credit Plus Program developed by the chancellor of the Ohio Board of Regents pursuant to R.C. 3365.15.~~

Economically Disadvantaged Students

No student considered to be economically disadvantaged shall be charged for anything related to College Credit Plus Program participation.

A student will be considered economically disadvantaged for the purpose of College Credit Plus Program participation if the student is either:

(X) a member of a household that meets the income eligibility guidelines for free or reduced-price meals, less than or equal to 185% of federal poverty guidelines under the provisions of the National School Lunch Act, 42 U.S.C. 1758;

~~**OR**~~

( ) ~~a member of a household that participates in at least one (1) of the following programs:~~

A. ~~Medicaid;~~

B. ~~food stamps;~~

C. ~~supplementary security income (SSI);~~

D. ~~Federal public housing assistance or Section 8 (a federal housing assistance program administered by the department of housing and urban development);~~

E. ~~low income home energy assistance program.~~

~~Once the District determines that a student is economically disadvantaged, any of the student's siblings who attend school within the District will automatically be considered economically disadvantaged by the District without the District collecting its own data on that family.~~

R.C. 3313.613, 3365.01 through 3365.09

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REVISED GUIDELINE - VOL. 36, NO. 1

PRESCHOOL STAFF

The preschool program shall be directed and supervised by a director, a head teacher, an elementary Principal, or a site administrator (hereafter referred to as "director") who is on site and responsible for supervision of the program. This person shall hold a valid educator license designated as appropriate for teaching or being an administrator in a preschool setting issued pursuant to Ohio law and have completed at least four (4) courses in child development or early childhood education from an accredited college, university, or technical college.

A. The director and staff shall be recruited, employed, assigned, evaluated, and provided in-service education in accordance with adopted Board policies and without discrimination on the basis of age, color, national origin, race, sex, or disability.

B. The preschool staff member assigned in each preschool class shall be of good character, possess adequate physical and emotional health, be equipped by education, training, and/or experience for the work they are to perform, and meet the requirements of State law.

C. Staff members, non-teaching employees, and volunteers shall annually sign a non-guilty/non-conviction statement on a prescribed form.

D. Each director and preschool staff member shall be examined by a licensed physician, physicians assistant, advanced practice nurse, or certified nurse practitioner within twelve (12) months prior to the first day of employment.

E. Each preschool staff member shall be at least eighteen (18) years of age and have a high school diploma or a certification of high school equivalency issued by the State Board of Education or a comparable agency. A staff member may be less than eighteen (18) years of age if:

1. the staff member is a graduate of a two (2) year career-technical center child care training program approved by the State Board of Education;

2. the staff member is a student enrolled in the second year of such a program that leads to high school graduation, provided that the student performs duties in the preschool program under the continuous supervision of an experienced preschool staff member and receives periodic supervision from the career-technical center child care training program teacher/coordinator in the student's high school.

F. The director and staff shall be assigned responsibilities in accordance with written job descriptions commensurate with their certification and/or licensure pursuant to Ohio law, and qualifications, respectively. The director and/or head teacher acting as the director shall be onsite at the preschool program at least half of the program's operating hours.

G. The director of each preschool program shall be responsible for the following:

1. providing that the health and safety of the children are safeguarded by an organized program of school health services designed to identify child health problems and to coordinate school community health resources for children as evidenced by, but not limited to, the following:

   a. requiring immunizations and compliance with emergency medical authorization requirements under R.C. 3313.712

   b. providing procedures for emergency situations, including fire drills, rapid dismissals, tornado drills, and school safety drills in accordance with R.C. 3737.73, and keeping records of such drills or dismissals

   c. posting emergency procedures in preschool rooms and making them available to school personnel, children, and parents

   d. posting emergency numbers by each telephone

   e. supervising grounds, play areas, and other facilities when scheduled for use by children, and

   f. providing first-aid facilities and materials

2. maintaining cumulative records for each child

3. supervising each child's admission, placement, and withdrawal according to established procedures

4. preparing a roster of children enrolled annually

5. providing that clerical and custodial services are assigned for the program

6. supervising the instructional program and daily operation of the program

7. supervising and evaluating preschool staff members according to a planned sequence of observations and evaluation conferences, and supervising nonteaching employees

H. The director of the preschool program shall meet one (1) of the following:

1. A director in a preschool program operated by a public school shall hold either:

a. a valid pre-kindergarten teaching certificate, pre-kindergarten endorsement, or pre-kindergarten associate license issued pursuant to O.R.C.

b. a valid educator license (teacher, administrator, or pupil services) issued pursuant to O.R.C. and have completed at least four (4) courses in child development or early childhood education from an accredited college, university, or technical college

c. a valid Principal's license for grades pre-kindergarten through grade six issued pursuant of Ohio law

d. an early childhood license pursuant to paragraph (C) of A.C. 3301-24-05

2. The director of a preschool special education program shall hold one of the following:

   a. a valid intervention specialist license or education of the handicapped certificate with an endorsement in pre-kindergarten special needs or early education of the handicapped

   b. a valid pre-kindergarten certificate or endorsement or an early childhood license with an endorsement in pre-kindergarten special needs or early education of the handicapped

   c. a valid early childhood intervention specialist license or

   d. meet the requirements of paragraph (H)(1)(b) or (H)(1)(c) above

3. A director employed prior to July 1, 1988 to direct a program shall be considered to meet the requirements of this paragraph if s/he holds a valid kindergarten-primary certificate issued under Ohio law.

4. A head teacher who meets the educator licensure requirements as a director as described in paragraphs (H)(1), (H)(2), or (H)(3) above may be designated by the director.

I. Each class/group in a preschool program shall have assigned a head teacher in accordance with the following:

Preschool programs operated by a public school shall have a head teacher for each class/group of children enrolled that meets one (1) of the following:

1. valid prekindergarten teaching certificate issued under Ohio law

2. valid prekindergarten associate certificate issued under Ohio law

3. valid kindergarten-primary certificate issued under Ohio law and have completed at least four (4) courses in child development in early childhood education from an accredited college, university, or technical college

4. a bachelor's degree in child development or early childhood education earned from an accredited college or university with a minimum of thirty (30) quarter or twenty (20) semester hours in child development/preschool program planning and methods including a supervised practicum with preschool children

5. an early childhood license pursuant to Ohio law

6. preschool special education programs shall have a head teacher that meets one of the following requirements:

   a. a valid intervention specialist license or education of the handicapped certificate with an endorsement in pre-kindergarten special needs or early education of the handicapped

   b. a valid pre-kindergarten certificate or endorsement or an early childhood license with an endorsement in pre-kindergarten special needs or early education of the handicapped

   c. a valid early childhood intervention specialist license

   d. a valid intervention specialist license that is valid for teaching visually or hearing impaired children if the children are visually or hearing impaired

   e. A valid supplemental teaching license in the areas of pre-kindergarten, special needs, early childhood intervention specialist, or intervention specialist in the areas of visually impaired or hearing impaired, if the children are visually or hearing impaired.

J. Extended day child care provided to preschool children before or after the preschool program shall have staff members assigned that at a minimum, are at least eighteen (18) years of age and have at least a high school diploma or certification of high school equivalency issued by the State Board of Education or comparable agency. The extended child care staff member must also meet requirements related to a medical examination, in-service and background investigation as cited in this rule. Child care staff/child ratios in accordance with this rule must be maintained at all times.

K. Infant and toddler care programs shall have staff members assigned that at a minimum, are at least eighteen (18) years of age and have at least a high school diploma or certification of high school equivalency issued by the State Board of Education or comparable agency. The extended child care staff member must also meet requirements related to a medical examination, in-service and background investigation as cited in this rule. Child care staff/child ratios in accordance with this rule must be maintained at all times.

L. Unless the preschool staff member or director holds an associate or higher degree in child development or early childhood education from an accredited college, university, or technical college, a pre-kindergarten associate certificate or license issued by the State Board of Education, or a pre-kindergarten teaching certificate or endorsement, the preschool staff member and director shall annually complete in-service training of fifteen (15) hours until a total of forty-five (45) hours has been completed.

1. In-service training will be in one (1) or more of the following areas:

   a. child development or early childhood education

   b. child abuse recognition and prevention

   c. first aid

   d. prevention, recognition, and management of communicable diseases

2. Annual completion refers to the school year, from July 1st to June 30th or every twelve (12) months from the date of hire for staff employed after the school year begins.

3. Substitutes for preschool staff members shall meet the following requirements:

   a. requirements related to a medical examination, in-service and criminal background investigation pursuant to R.C. 3301.541 after fifteen (15) school days, and

   b. minimum requirements for the position for which they are substituting after sixty (60) consecutive school days.

M. Preschool staff members who have met the requirements identified in paragraph (L) above shall complete ten (10) annual clock hours of inservice. This may be part of the professional development plan in accordance with A.C. 3301-24 (Ohio law licensure requirements). Annual completion refers to the school year, from July 1st to June 30th or every twelve (12) months from the date of hire for staff employed after the school year begins.

Preschool staff employed part-time shall complete the in-service requirement based upon the percentage of time or full-time equivalency of their preschool assignment.

N. The training specified in paragraph (L) above shall be provided by an approved trainer who shall have at least two (2) years of experience specific to the subject area and possess one (1) of the following:

1. an associate or higher degree in child development or early childhood education, education, special education, speech-language pathology, home economics, nursing, nutrition, psychology, dental hygiene, or social work. Evidence of an associate or higher degree shall be a copy of a diploma, a transcript, or other written evidence accepted by the director as evidence of completion of at least ninety (90) quarter credit hours or sixty (60) semester credit hours from an accredited college, university, or technical college. The coursework shall include at least thirty-six (36) quarter credit hours or twenty-four (24) semester credit hours in courses in any of the subject areas listed in paragraph (L) above

2. a prekindergarten certificate or endorsement or early childhood license issued by the State Board of Education

3. a license as a physician or registered nurse

O. A director and preschool staff member shall provide evidence of a BCII investigation and FBI criminal background check as required by R.C. 3319.391. Documentation that reports and five (5) year updates are sent to the District or to ODE's Office of Educator Licensure as required by law shall be kept on file.

Each staff member and volunteer shall annually complete a non-guilty/non-conviction statement.

P. The preschool staff member/child ratio must be maintained at all times.

1. Sufficient preschool staff members must be physically present with the children at all times to meet staff member/child ratio requirements.

2. Each class/group shall have at least one (1) head teacher as defined in paragraph (I) above.

3. No child shall ever be left alone or unsupervised.

4. In each program the maximum number of children per preschool staff member and the maximum group size by age category of children shall be as follows:

Age Group & Staff Member/Child Ratio	Maximum Group Size
Birth to less than twelve (12) months/1:5 (or 2:12 if two (2) preschool staff members are in the room)	12
Twelve (12) months to less than eighteen (18) months/1:6	12
Eighteen (18) months to less than thirty (30) months/1:7	14
Thirty (30) months to less than three (3) years/1:8	14
Three (3) years/1:12	24
Four (4) year olds and five (5) year olds not in kindergarten or school/1:14	28

[ ] ~~Volunteers may be counted in the staff/child ratio if a current BCII investigation report is kept on file; however, a program shall provide that such practice does not become routine.~~

5. Preschool special education program shall meet the child/staff ratio requirements of one (1) teacher for eight (8) full day or sixteen (16) half-day children with IEPs and a second staff member when nine (9) or more children are enrolled; maximum group size shall not exceed sixteen (16) children including eight (8) children with IEPs. Waivers are required when a group of more than eight (8) preschool children with IEPs are served in accordance with A.C. 3301-51-11.

~~5. Preschool special education program shall meet the child/staff ratio requirements of one (1) teacher for six (6) children with IEPs and a second staff member when seven (7) or more children are enrolled; maximum group size shall not exceed sixteen (16) children including eight (8) children with IEPs. Waivers are required when a group of more than eight (8) preschool children with IEPs are served in accordance with A.C. 3301-51-11.~~

Q. At least two (2) responsible adults shall be readily available at all times when seven (7) or more children are present in the program. One (1) adult shall be a preschool staff member. The second adult shall:

1. be available within the building used for the preschool program or in an adjacent outdoor area;

2. be able to be summoned by the preschool staff member without leaving the group alone or unsupervised; and

3. be able to react in response to such summons so as to reduce risk to children during an emergency circumstance.

R. **[NOTE: When age groups are combined for programming purposes the following requirements must be met:]**

When age groups are combined, the maximum number of children per preschool staff member shall be determined by the age of the youngest child in the group, except that when no more than one (1) child, thirty (30) months of age or older, receives care in a group in which all the other children are in the next older age group, the maximum number of children per preschool staff member and maximum group size requirements of the older age group established in paragraph (P) above shall apply.

( ) ~~Any accredited program that uses the Montessori method endorsed by the American Montessori Society (www.amshq.org) or the association Montessori International (www.montessori-am.org) as its primary method of instruction may combine preschool children of ages three (3) to five (5) years of age with children enrolled in kindergarten. Notwithstanding anything to the contrary in R.C. 3301.56 (B)(2), when such age groups are combined, the maximum number of children per preschool staff member shall be twelve (12) and the maximum group size shall be twenty four (24) children.~~

S. In a room where children are napping or resting, if all children are at least eighteen (18) months of age, the maximum number of children per preschool staff member shall, for a period not to exceed one and one-half (1 ½) hours in any twenty-four (24) hour day, be twice the maximum number of children per preschool staff member established in paragraph (P) above if all the following criteria are met:

1. at least one (1) preschool staff member shall be physically present in the room at all times during nap/rest time

2. the preschool staff member(s) assigned to a room where children are napping shall be responsible for the care and supervision of the children in the room and shall be able to summon other child-care staff members without leaving the room

3. there shall be enough preschool staff members readily accessible within the building in which the program is located to provide that the maximum number of children per preschool staff member as required by paragraph (P) above is met at all times

4. nap/rest time preparation shall have been completed and all napping children shall be resting or sleeping on cots or mats

   Staff are not required to be present in a nap room for the purpose of supervising children if fifty percent (50%) of the wall space is open, staff can see all children at all times, and staff are routinely checking children every five (5) minutes.

T. Staff members shall be made aware of each child's cumulative and health records.

A.C. 3301-37-04, 3301-37-07

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REVISED GUIDELINE - VOL. 36, NO. 1

ATTENDANCE

The Board of Education requires all students enrolled in the schools of this District to attend school regularly in accordance with the laws of the State. The District's educational program is predicated upon the presence of the student and requires continuity of instruction and classroom participation. The regular contact of students with one another in the classroom and their participation in a well-planned instructional activity under the tutelage of a competent teacher are vital to this purpose.

Excusable Reasons for Absence

The District accepts only the following as reasonable excuses for time missed at school. Each absence shall be explained in writing and signed by the student's parent~~s~~/guardian. The excuse shall be submitted to ____principal_____ and filed as part of the student's school record.

A written excuse for absence from school may be approved for one (1) or more of the following reasons or conditions:

A. Personal Illness

The _____principal_____ may require a doctor's confirmation if s/he deems it advisable.

B. Illness in the Family Necessitating the Presence of the Child

The _____principal_____ may require a doctor's confirmation and an explanation as to why the child's absence was necessary.

C. Quarantine of the Home

This is limited to the length of the quarantine as fixed by the proper health officials.

D. Death in the Family

This is limited to a period of three (3) days unless a reasonable cause may be shown for a longer absence.

E. Necessary Work at Home Due to Absence or Incapacity of Parent(s)/Guardian(s)

Any absence arising because of this condition shall only apply to a child over fourteen (14) years of age and shall not extend for a period longer than five (5) days and can be renewed for five (5) additional days. At no time, shall such excuse permit a student to be absent from school for a period of more than ten (10) consecutive days.

At the discretion of the Superintendent or his/her designee, 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. In such cases, the Superintendent or his/her designee may request a certificate of a physician attesting to the physical condition of the parent or guardian.

F. Observation or Celebration of a Bona Fide Religious Holiday

Any student shall be excused for the purpose of observing or celebrating a bona fide religious holiday consistent with his/her creed or belief.

G. Absence During the School Day for Professional Appointments

Parents are to be encouraged to schedule medical, dental, legal, and other necessary appointments other than during the school day. Since this is not always possible, when a student is to be absent for part of the day:

(X) the student shall have a statement to that effect from his/her parents;

(X) the student shall bring a signed statement from the doctor, dentist, lawyer, counselor, etc. to the effect that s/he reported promptly for the appointment;

(X) the student shall report back to school immediately after his/her appointment if school is still in session.

H. Emergency or Other Set of Circumstances

The Superintendent shall determine whether the reason for the absence constitutes good and sufficient cause.

I. Medically Necessary Leave

A pregnant student will be considered on an excused absence for so long a period as is deemed medically necessary by the student's physician. Written confirmation by the physician may be required.

(X) Service as Precinct Officer at a Primary, Special or General Election

Students selected as precinct officials through the program set forth in Policy 5725 shall be excused from school on the day of an election at which the student serves as a precinct official.

( ) _____

[X] Absences that do not accumulate against this guideline include:

(X) field trips;

(X) college visits, not to exceed ___two (2)_____ in number.

Student Vacations During the School Year

Students are permitted to go on vacation during the school year without penalty (except the week ending each semester). The purpose of this administrative guideline is to accommodate parents who must take their vacations during the school year and the desire to enjoy that time as a family.

[X] Whenever a proposed absence-for-vacation is requested, parents must discuss it with the ____principal_____. The length of absence should be made clear, and those involved should have an opportunity to express their views on the potential effects of the absence.

[ ] The District will only approve a student's absence for a vacation when s/he will be in the company of

(X) his/her own parent but not other students' parents,

(X) his/her own parent or other family relatives but not other students' parents,

unless there are extenuating circumstances deemed appropriate by the Principal.

If a student is absent for any other type of vacation, s/he will be considered unexcusably absent from school and subject to truancy regulations.

[X] The student may be given approximate assignments and materials and pages to be completed.

[X] The time missed will be counted as an authorized, unexcused absence, but shall not be a factor in determining grades unless make-up work is not completed.

[X] **Recording Attendance**

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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:

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[X] 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

[X] 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.

~~**Truancy and Habitual Absence**~~

~~A student shall be considered truant each day s/he is absent without excuse from his/her assigned location.~~

~~Truancy demonstrates a deliberate disregard for the educational program and is considered a serious matter for which administrative action will be taken as follows:~~

- ~~( )~~ ~~No credit will be recorded for work missed as result of truancy.~~
- ~~( )~~ ~~A record of the truancy will be entered in the student's record file.~~
- ~~( )~~ ~~A parent conference **(shall) (may)** be held.~~
- ~~( )~~ ~~The promotion of a student to the next grade level will be prohibited if the student has been truant for more than ten percent (10%) of the required attendance days of the current school year and has failed two (2) or more of the required curriculum subject areas in the current grade unless the student's principal and the teachers of any failed subject areas agree **( )** and so certify in writing that the student is academically prepared to be promoted to the next grade level.~~

~~The disciplining of truant students shall be in accord with Board policies and due process (as defined in Policy 5611).~~

- ~~( )~~ ~~and the Student Code of Conduct.~~

~~A student will be considered "habitually truant" under State law if the student is absent without a legitimate excuse for five (5) or more consecutive school days, for seven (7) or more school days in one (1) month, or twelve (12) or more school days in one (1) school year.~~

~~A student will be considered "chronically truant" under State law if the student is absent without a legitimate excuse for seven (7) or more consecutive school days, for ten (10) or more school days in one (1) month, or fifteen (15) or more school days in one (1) school year.~~

Excessive Absences

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When a student of compulsory school age is absent from school 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, the attendance officer 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.

Habitual Truancy

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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;

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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

[NOTE: A school district with a chronic absenteeism percentage that is less than five per cent (5%), as displayed on the district's most recent report card, and the school buildings within that district, shall be exempt from the following requirement to assign habitually truant students to an absence intervention team for the following school year and shall instead take any appropriate action as an intervention strategy listed in this policy. Should those intervention strategies fail, within sixty-one (61) days after their implementation, the attendance officer shall determine whether criteria are met to file a complaint against the student in juvenile court, and if so, shall file the complaint. The language "to the extent required by law as determined on an annual basis" refers to this exemption.]

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

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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 sixty-one (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). **[NOTE: Any school that chooses this option must develop a written policy regarding the use of, and selection process for, offering alternatives to adjudication to ensure fairness.]**~~

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 **(X)** school psychologist, **(X)** counselor, **(X)** social worker, or **(X)** representative of a public or nonprofit agency designed to assist students and their families in reducing absences. **[NOTE: Schools must obtain written permission to release confidential information about a student to third parties, such as a representative of an outside agency on an intervention team.]**

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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 ~~( ) Superintendent~~ **(X)** Principal shall make at least three 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, diligent efforts to reach 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 ~~( ) Superintendent~~ **(X)** 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.

[ ] ~~The promotion of a student to the next grade level will be prohibited if the student has been absent without legitimate excuse for more than ten percent (10%) of the required attendance hours of the current school year and has failed two (2) or more of the required curriculum subject areas in the current grade unless the student's Principal and the teachers of any failed subject areas agree ( ) and so certify in writing that the student is academically prepared to be promoted to the next grade level.~~

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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:

~~If a student is "habitually truant" or "chronically truant" and the student's parent(s), guardian(s), or custodian(s) has failed to cause the student's attendance, a complaint shall be filed with the Judge of the Juvenile Court. The principal may also take any of the following intervention actions:~~

~~( )~~ ~~assign the student to a truancy intervention program~~

(X) provide counseling to the student

(X) request or require the student's parent to attend a parental involvement program

(X) request or require a parent to attend a truancy prevention mediation program

(X) notify the Registrar of Motor Vehicles of the student's absences

(X) take appropriate legal action

(X) assignment to an alternative school (Note: If the District has established an alternative school, it must appear as an alternative intervention strategy.)

[ ] ~~Any student who, due to a specifically identifiable physical or mental impairment, exceeds or may exceed the District's limit on excused absence may be referred to the ( ) Principal ( ) Director of Pupil Services for evaluation to determine eligibility either under the Individuals with Disabilities Education Improvement Act (IDEIA) or Section 504 of the Rehabilitation Act of 1973, or other appropriate accommodation.~~

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~~A student will be considered "habitually absent" under state law when s/he has accumulated during a semester or term ten (10) consecutive school days or fifteen (15) total school days of absence without legitimate excuses. The principal shall inform the student and his/her parent(s), guardian(s), or custodian(s) of the record of excessive absences as well as of the District's intent to notify the Registrar of Motor Vehicles, if appropriate, and the Judge of the Juvenile Court of the student's excessive absences.~~

~~Each teacher is to notify his/her principal when the number of unexcused absences comes within _____ days of a student being considered "habitually absent". The principal should attempt to rectify the pattern of excessive absences through contact with the student or his/her parents, utilizing one of the intervention actions listed above.~~

Reporting Requirements

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The attendance officer shall file a complaint in the juvenile court against a student on the 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, **(X)** the absence intervention team ~~( ) 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.

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.~~If the truancy persists, and the student becomes "habitually truant", "chronically truant", or "habitually absent", the~~ The Superintendent shall notify the student and his/her parents, guardian, or custodian, in writing, that the Superintendent will notify the Registrar of Motor Vehicles, if appropriate, and the Judge of the Juvenile Court of the child's ~~persistent~~ unexcused absences unless the student or his/her parents wish to challenge the record. They are to be notified that the absence information has been provided to the Superintendent, that as a result of that information the child's temporary driver instruction permit or driver's license will be suspended or the opportunity to obtain such a permit or license will be denied, and that they may appear in the ~~principal's~~ Principal's office to challenge such information at a scheduled date and time which shall be no earlier than three (3) days or later than five (5) days after the date of the notification. The ~~principal~~ Principal may grant an extension, if requested by the child or the child's parent, guardian, or custodian.

Notification will be sent within two (2) weeks after the Superintendent receives the information or the conclusion of the hearing if the determination that the student did not have a legitimate excuse for the absences is upheld. The student's name, address, birthdate, school, district, and attendance record shall be sent to the Juvenile Judge in writing and to the Registrar of Motor Vehicles, if appropriate, in the manner designated by the Registrar.

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 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;

C. when a child of compulsory school age who has been adjudicated an unruly child for being an habitual truant violates the court order regarding that adjudication;

D. when an absence intervention plan has been implemented for a child under this policy.

Encouraging Attendance

Promoting and fostering desired student attendance habits requires a commitment from the administration, faculty, and parents. No single individual or group can - in and of itself - successfully accomplish this task.

A professional staff member's responsibility must include, but not be limited to:

(X) providing meaningful learning experiences every day;

Therefore, a student who is absent from any given class period would be missing a significant component of the course.

(X) speaking frequently of the importance of students being in class, on time, ready to participate;

(X) keeping accurate attendance records tracked to the nearest full hour (excused vs. unexcused);

(X) requiring an admit slip from a student when s/he returns from an absence and invoking a consequence if s/he does not have one;

(X-) incorporating defined, daily participation as part of the teaching/learning process and each grading period (See AG 2220);

(X) requiring students to make up missed quizzes, tests, and other pertinent assignments before or after the regular school day and not permitting students to use instructional time to do make-up work.

Students Leaving School During School Day

(X) No staff member shall permit or cause any student to leave the school prior to the regular hour of dismissal except with the knowledge and approval of the Principal and with the knowledge and approval of the student's parents. (see Form 5230 F1)

(X) No student will be released to any government agency without proper warrant or written parental permission except in the event of an emergency as determined by _____the principal_____.

Make-Up Opportunities

A student may make-up units of study with a properly licensed teacher if prior approval has been granted by the Principal.

(X) Evening high school attendance for make-up is also permitted.

(X) Students will be given the opportunity for making up work missed due to approved absences. The length of time for completion of make-up work shall be commensurate with the length of the absence.

(X) Students will be given the opportunity to make-up work missed due to suspension. The make-up work must be completed and presented to the teacher upon his/her return to school. Tests missed during the period of suspension may be made up by the students by contacting the teacher on the day of his/her return to school. The teacher, at his/her convenience, may administer the test or assign alternate written work in lieu of the test missed.

(X) A student wishing to make-up work should contact his/her counselor to obtain assignments.

Tardiness

(X) Students not in homeroom or in class when the late bell rings are considered tardy, and attendance shall be tracked and recorded to the nearest full hour.

~~( ) Students who attend _____ shall be recorded as present.~~

(X) ~~( ) High School/Middle School ( )~~ All students who are tardy to school must report to the attendance ~~Principal's~~ office to sign in.

( ) ~~When a teacher detains a student after class, s/he shall issue a late pass for the student's next class.~~

(X) Teachers are to refer cases of chronic tardiness to the Principal.

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USE OF MEDICATIONS

The medications and/or treatments which may be administered are defined in Policy 5330 and Policy 5336. In those circumstances where a student must take prescribed medication during the school day, with the exception of diabetes care covered under Policy 5336, the following guidelines are to be observed:

A. Parents should cooperatively determine with the counsel of their child's prescriber whether the medication schedule can be adjusted to avoid administering medication during school hours.

Before the student will be permitted to take medication during school hours, use an inhaler to self-administer asthma medication, or use an epinephrine autoinjector (epi-pen), Form 5330 F1, Parent Request and Authorization to Administer a Prescribed Medication/Drug or Treatment, or Form 5330 F4, Authorization for the Possession and Use of Epinephrine Autoinjector (epi-pen) must be filed annually and as necessary for any change in medication order with the School Nurse and/or Health Aide.

1. Form 5330 F1, Parent Request and Authorization to Administer a Prescribed Medication/Drug or Treatment, shall include the following:

a. student's name and address;

b. name of the medication/drug and dosage to be administered and/or procedure required to be followed;

c. the time or intervals at which each dosage of the medication/drug is to be administered;

d. any severe adverse reactions that should be reported to the physician and one or more telephone numbers at which the prescriber can be reached in an emergency; a signed parental release that allows direct contact with the prescriber in such emergency reaction situations will not supersede nor abrogate the "Emergency Medical Form";

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e. special instructions for administration of the medication/drug, including sterile conditions and storage;

f. the date administration of the prescribed medication/drug is to begin;

g. the date administration of the prescribed medication/drug is to cease;

h. authorization for school personnel to administer the prescribed medication;

i. agreement/satisfactory arrangement to deliver the medication/drug to/from school (i.e., the medication/drug must be received by the person authorized to administer it to the student for whom it is prescribed in the container in which it was dispensed by the prescriber or a licensed pharmacist);

j. agreement to re-submit Form 5330 F1, Parent Request and Authorization to Administer a Prescribed Medication/Drug or Treatment, if the medication, dosage, schedule, procedure or any other information contained on the licensed prescriber's statement is changed or eliminated;

k. the prescriber's name, address, and telephone number;

l. probable side affects;

m. a student to self-administer the medication but only in the presence of an authorized staff member or parent;

2. Form 5330F1, Parent Request and Authorization to Administer a Prescribed Medication/Drug or Treatment , shall include the following:

a. the student's name and address;

b. the names and dose of the medication contained in the inhaler;

c. the date the administration of the medication is to begin;

d. the date, if known, that the administration of the medication is to cease;

e. written instructions that outline procedures school personnel should follow in the event that the asthma medication does not produce the expected relief from the student's asthma attack;

f. any severe adverse reactions that may occur to the child using the inhaler and that should be reported to the prescriber;

g. any severe adverse reactions that may occur to another child for whom the inhaler is not prescribed, should such a child receive a dose of the medication;

h. at least one (1) emergency telephone number at which the prescriber may be contacted in an emergency;

i. at least one (1) emergency telephone number for contacting the parent, guardian, or other person having care or charge of the student in an emergency; and

j. any other special instructions from the prescriber.

3. Form 5330 F4, Authorization for the Possession and Use of Epinephrine Autoinjector (Epi-Pen), shall include the following:

a. student's name and address

guidelines

b. name of the medication/drug contained in the autoinjector and dosage to be administered

c. the date administration of the prescribed medication/drug is to begin

d. the date administration of the prescribed medication/drug is to cease (if known)

e. acknowledgement that the prescriber has determined that the student is capable of possessing and using the autoinjector appropriately and has provided the student with training in the proper use of the autoinjector

f. circumstances in which the autoinjector should be used

g. written instructions that outline procedures school personnel should follow in the event that the student is unable to administer the anaphylaxis medication

h. written instructions that outline procedures school personnel should follow in the event that the anaphylaxis medication does not produce the expected relief from the student's anaphylaxis;

i. any severe adverse reactions that may occur to the child using the autoinjector that should be reported to the prescriber;

j. any severe adverse reactions that may occur to another child, for whom the autoinjector is not prescribed, should receive a dose of the medication

k. at least one (1) emergency telephone number at which the prescriber may be contacted in an emergency

l. at least one (1) emergency telephone number for contacting the parent, guardian or other person having care or charge of the student in an emergency

m. any other special instructions from the prescriber

4. A student may possess and use a metered dose inhaler or a dry powder inhaler either before exercise to prevent the onset of asthmatic symptoms or to treat the symptoms once they occur at school, or at any activity, event, or program sponsored by the student's school or in which the school participates. Additionally, a student may possess and use an epinephrine autoinjector to treat anaphylaxis once it occurs at school, or at any activity, event, or program sponsored by the student's school or in which the school participates. The principal or school nurse, if one is assigned to the student's building shall also be provided with a backup dose of the anaphylaxis medication by the parent/guardian, or student (if s/he is eighteen (18) or older).

5. Students authorized to possess and use a metered dose or dry powder inhaler or an epinephrine autoinjector under the Board policy may not transfer possession of any inhaler, epinephrine autoinjector or other medication to any student or permit any other student to use the inhaler medication or anaphylaxis medication.

6. School personnel are not authorized to assist a student in self-administering asthma medication or anaphylaxis medication unless the policy and procedures regulating administration of medication by school personnel have been met. In the event the epinephrine is administered by the student or school personnel at school, or at any activity, event, or program sponsored by the student's school or in which the school participates, a school employee shall immediately request assistance from an emergency medical provider (i.e., 911).

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7. Annually, the school nurse/health aide shall contact the parent(s) of any student whose school records indicate that s/he has asthma and advise them of the option to have said student carry and self-administer approved inhalers in school. A copy of Form 5330F1, Parent Request and Authorization to Administer a Prescribed Medication/Drug or Treatment , is to be enclosed with this communication.

8. Additionally, the school nurse/health aide shall contact the parent(s)/guardian(s) of any student whose records indicate that s/he has anaphylaxis and advise them of the option to have the student carry and self-administer an epinephrine autoinjector to treat the anaphylaxis. A copy of Form 5330 F4, Authorization for the Possession and Use of Epinephrine Autoinjector (Epi-pen), is to be enclosed with such communication.

B. Upon receipt, a copy of Form 5330 F1, Parent Request and Authorization to Administer a Prescribed Medication/Drug or Treatment, ,or a copy of Form 5330 F4, Authorization for the Possession and Use of Epinephrine Autoinjector (Epi-pen), shall be filed in the student's permanent record as well as in the binder with the student medication log sheet.

C. All medications to be administered during school hours must be registered with the principal's office and will be secured in main office. Upon receipt of the medication, the school nurse/health aide shall verify the amount of medication brought to the school and indicate that amount on the student medication log sheet.

guidelines

D. Medication that is brought to the office will be properly secured. Medication may be conveyed to school directly by the parent/guardian or other responsible adult at parental request. This should be arranged in advance. Two to four (2-4) weeks supply of medication is recommended. Medication MAY NOT be sent to school in the student's lunch box, pocket, or other means on or about his/her person. An exception to this would be prescriptions for emergency medications for allergies and/or reactions, including an epinephrine autoinjector to treat anaphylaxis, or asthma inhalers.

E. For each prescribed medication, the container shall have a pharmacist's label with the following information:

1. student's name;

2. prescriber's name;

3. date issued and expiration date;

4. pharmacy name and telephone;

5. name of medication;

6. prescribed dosage and frequency;

7. special handling and storage directions.

F. Any unused medication unclaimed by the parent will be destroyed by administrative personnel when a prescription is no longer to be administered or at the end of a school year.

G. The staff member administering the medication shall make reasonable efforts to assist the student in taking the medication properly.

guidelines

H. If a student does not take the medication at the proper time, the staff member responsible for administering the medication shall attempt to locate the student and administer the medication and to then notify the parents of the importance of the child reporting on time for his/her medication.

I. All medications are to be administered in such a way as to not unduly embarrass the student.

J. A log for each prescribed medication shall be maintained that records the personnel giving the medication, the date, and the time of day. This log will be maintained along with the prescriber's written request and the parent's written release. (see Form 5330 F2)

K. If, for supportable reasons, the principal wishes to discontinue the privilege of a student self-administering a medication, except for the possession and use of asthma inhalers or epinephrine autoinjector, s/he shall notify the parent/guardian of this decision in sufficient time for an alternative administration to be established.

L. Only employees who are licensed health professionals or who have completed the specified drug administration training program conducted by a licensed health professional and are designated by the Board may administer a prescribed medication to a student.

M. Dispensing of nonauthorized, over-the-counter (OTC) medication by Board employees to students served by the District is prohibited. Where investigation confirms such allegations, prompt corrective action shall be taken up to and including dismissal.

Students shall be permitted to possess and self-administer over-the counter topical sunscreen products while on school property or at a school-sponsored event.

Revised 11/17/14
Revised 12/12/16

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REVISED GUIDELINE - TECHNOLOGY UPDATE – PHASE III

PERSONAL USE OF DISTRICT TECHNOLOGY RESOURCES

The following guidelines govern staff member's personal use of District Technology Resources (as defined in Bylaw 0100)~~Board of Education-owned technology~~ either at school or while at home for school purposes. These guidelines also govern students' personal use of District Technology Resources~~Board-owned technology~~ while at home. Except as authorized herein, no personal, that is, non-school, use of District Technology Resources~~Board technology~~ may be made by any student at any time.

( ) ~~Form 7540.01 F1 – Permission to Use/Install Software is to be submitted to the _____ before any personal software is used and/or installed on District Technology Resources.Board-owned computers. In addition, the staff member must provide either the licensing agreement from the manufacturer or a proof of purchase. The staff member must also confirm to the _____ that s/he reviewed and analyzed the content of the software using the criteria established in Form 2520 F1 – Rating Nondistrict Instructional Materials and rated it no higher than "2" on any of the four (4) criteria. The staff member should retain a copy of the form. It is essential that Form 7540.03 F1 and Form 7540.04 F1 address the issue of the proprietary rights related to the design of any web sites, and/or pages, services or apps hosted on the Board-owned's or District-affiliated servers or that are created/developed during work as a part of an employee's job responsibilities (staff) or as a class assignment (student).~~

(X) A staff member or a student may start a project using Board-owned software or personal software and produce a copy of the project or document. Ordinarily, the Board will not provide Board-owned software for use on a personal communication device (PCD) (as defined in Bylaw 0100) owned by a staff member or student.~~computers.~~ When the project is completed, the staff member or student should notify the ___Principal_____ to find out whether or not the Board wants to keep a copy for reference or for use by others. No staff member or student should expect to retain any proprietary rights related to the design or content of any web sites, ~~or~~ pages, services or apps hosted on ~~the~~ Board-owned~~'s~~ or District-affiliated servers or that are created during work as a part of an employee's job responsibilities (staff) or as a class assignment (student).

( ) ~~Prior to making a copy of or using any Board-owned software, a staff member or student should contact the _____ to find out whether or not there is any licensing agreement associated with that software, and if so, whether the license allows the staff member or student to load the material on or access the product/service through his/her personal computer. If reproduction is allowed, the staff member or student is to complete a check-out form (see Form 7540.01 F2) in which s/he agrees to make only one copy and only for personal use and not for use by others. If the license does not allow this, then no copy is to be made.~~

(X) Before accessing District Technology Resources, including the Internet or District network(s), ~~No~~ staff members and ~~or~~ students ~~is allowed to access the Internet or other District networks without first~~must sign~~ing~~ the applicable Student or Staff Technology~~Network and Internet~~ Acceptable Use and Safety Agreement, Form 7540.03 F1 or Form 7540.04 F1. ~~( ) All student use of the Internet must be under the supervision of a staff member or approved volunteer.~~

(X) Neither staff members nor students are to use District Technology Resources~~the Internet~~ for recreational, personal, discriminatory, or unlawful purposes but only for purposes related to the Board's educational mission and goals, program or operational needs.

(X) Each staff member and student will be issued a password for use with District Technology Resources~~Board-owned technology~~, provided the individual agrees not to share the password with others. The existence of a password does not guarantee confidentiality or privacy and the Board retains the right to use any person's password to monitor the type of use that is being made of the District Technology Resource. ~~Board-owned technology.~~

~~( )~~ ~~With regard to personal e-mail, staff members may use their District-issued e-mail account it to send and/or receive personal messages provided such use~~

~~( )~~ ~~is limited to non-duty time.~~

~~( )~~ ~~and does not involve the conduct of any personal, discriminatory, or unlawful business (including commercial purposes, advertising, and political lobbying).~~

~~( )~~ ~~Students are not allowed to send or receive personal e-mail messages using District Technology Resources.on Board-owned computers.~~

~~( )~~ ~~Students are allowed to send or receive personal e-mail messages using District Technology Resourceson Board-owned computers with the consent of _____.~~

(X) Use of all other District Technology Resources~~Board-owned technology~~ shall be in accord with AG 7530A – Personal Use of District Equipment/Supplies/ ~~and~~ Facilities.

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REVISED GUIDELINE - TECHNOLOGY UPDATE – PHASE III

STUDENT ~~EDUCATION~~ TECHNOLOGY ACCEPTABLE USE AND SAFETY

Students ~~are authorized to use the Board's computers, laptops, tablets, personal communication devices (as defined by Policy 5136), network, and Internet connection and online educational services ("Education Technology" or "Ed Tech") for educational purposes~~shall use District Technology Resources (see definition Bylaw 0100) for educational purposes only. District Technology Resources shall not be used for personal, non-school related purposes. Use of ~~the Education Technology~~District Technology Resources is a privilege, not a right. When using ~~the Ed Tech~~District Technology Resources, students must conduct themselves in a responsible, efficient, ethical, and legal manner. Students found to have engaged in u~~U~~nauthorized or inappropriate use of ~~the Ed Tech~~District Technology Resources, including any violation of these guidelines, may ~~result in cancellation of the~~have their privilege limited or revoked, and may face further disciplinary action consistent with the Student Handbook, and/or civil or criminal liability. Prior to accessing ~~the Education Technology~~or using District Technology Resources, students and parents of minor students must sign the Student ~~Education~~ Technology Acceptable Use and Safety Agreement (Form 7540.03 F1). Parents should~~are encouraged to~~ discuss their values with their children and encourage students to make decisions regarding their use of ~~the Ed Tech~~District Technology Resources that is in accord with their personal and family values, in addition to the Board of Education's standards. ~~(~~ ~~)~~ ~~Students must complete a mandatory training session/program before being permitted to access the Education Technology~~or use District Technology Resources ~~(~~ ~~)~~ ~~and/or being assigned a school e-mail address.~~

This guideline also governs students' use of their personal communication devices (see definition Bylaw 0100) when they are connected to District Technology Resources, or when used while the student is on Board-owned property or at a Board-sponsored activity.

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~~Smooth operation of the Board's Education Technology relies upon users adhering to the following guidelines. The guidelines outlined below are not exhaustive, but are provided so that users are aware of their general responsibilities.~~
Below is a non-exhaustive list of unauthorized uses and prohibited behaviors. This guideline further provides a general overview of the responsibilities users assume when using District Technology Resources.

A. ~~Students are responsible for their behavior and communication using the Ed Tech.~~ All use of ~~the Education Technology~~District Technology Resources must be consistent with the educational mission and goals of the District.

B. Students may only access and use ~~the Education Technology~~District Technology Resources by using their assigned account **( )** and may only send school-related electronic communications using their District-assigned e-mail addresses. Use of another person's account/e-mail address~~/password~~ is prohibited. Students may not allow other users to utilize their account/e-mail address~~/password~~ and should not share their password with other users. Students may not go beyond their authorized access. Students should~~are responsible for taking~~ take steps to prevent unauthorized access to their accounts by logging off or "locking" their computers/laptops/tablets/personal communication devices when leaving them unattended.

C. No user may have access to another's private files. Any attempt by users to access another user's or the District's non-public files, or phone or e-mail messages is considered theft. Any attempts to gain access to unauthorized resources or information either on the District's computer or telephone systems or any systems to which the District has access are prohibited. Similarly, s~~S~~tudents may not intentionally seek information on, obtain copies of, or modify files, data or passwords belonging to other users, or misrepresent other users on the District's Network. ~~Students may not intentionally disable any security features of the Ed Tech.~~

D. Students may not intentionally disable any security features used on District Technology Resources.

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~~D~~E. Students may not use ~~the Education Technology~~District Technology Resources or their personal communication devices to engage in vandalism, "hacking," or other illegal activities (e.g., software pirating; intellectual property violations; engaging in slander, libel, or harassment; threatening the life or safety of another; stalking; transmission of obscene materials or child pornography, including sexting; fraud; sale of illegal substances and goods).

1. Slander and libel - ~~are terms defined specifically in law. Generally,~~In short, slander is "oral communication of false statements injurious to a person's reputation," and libel is "a false publication in writing, printing, or typewriting or in signs or pictures that maliciously damages a person's reputation or the act or an instance of presenting such a statement to the public." (The American Heritage Dictionary of the English Language. Third Edition is licensed from Houghton Mifflin Company. Copyright © 1992 by Houghton Mifflin Company. All rights reserved.) Students shall not knowingly or recklessly post false or defamatory information about a person or organization. Students are reminded that material distributed over the Internet is "public" to a degree no other school publication or utterance is. As such, any remark may be seen by literally millions of people and harmful and false statements will be viewed in that light.

2. Students shall not use ~~the Education Technology~~District Technology Resources to transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, national origin, sex, sexual orientation or transgender identity, age, disability, religion, or political beliefs. Sending, sharing, viewing or possessing pictures, text messages, e-mails or other materials of a sexual nature (i.e. sexting) in electronic or any other form, including the contents of a personal communication device or other electronic equipment is grounds for discipline. Such actions will be reported to local law enforcement and child services as required by law.

3. Vandalism and Hacking – Deliberate attempts to damage the hardware, software, or information residing in District Technology Resources or any computer system attached through the Internet is strictly prohibited. In particular, malicious use of District Technology Resources to develop programs that harass other users or infiltrate a computer/laptop/tablet or computer system and/or damage the software components of a computer or computing system is prohibited.

   Attempts to violate the integrity of private accounts, files or programs, the deliberate infecting of the network or computers, laptops, tablets, etc., attached to the network with a "virus", attempts at hacking into any internal or external computer systems using any method will not be tolerated.

   Students may not engage in vandalism or use District Technology Resources or their personal communication devices in such a way that would disrupt others' use of District Technology Resources.

   Vandalism is defined as any malicious or intentional attempt to harm, steal, or destroy data of another user, school networks, or technology hardware. This includes but is not limited to uploading or creation of computer viruses, installing unapproved software, changing equipment configurations, deliberately destroying or stealing hardware and its components, or seeking to circumvent or bypass network security and/or the Board's technology protection measures. Students also must avoid intentionally wasting limited resources. Students must immediately notify the teacher, building Principal, or ____a member of the IT Staff if they identify a possible security problem. Students should not go looking for security problems, because this may be construed as an unlawful attempt to gain access.

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[CHOOSE OPTION #1 OR OPTION #2]

[X] [OPTION #1]

4. Use of District Technology Resources to access, process, distribute, display or print child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors is prohibited. As such, the following material is prohibited: material that appeals to a prurient interest in nudity, sex, and excretion; material that depicts, describes or represents in a patently offensive way with respect to what is suitable for minors an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and material that lacks serious literary, artistic, political or scientific value as to minors. If a student inadvertently accesses material that is prohibited by this paragraph, s/he should immediately disclose the inadvertent access to the teacher or building Principal. This will protect the user against an allegation that s/he intentionally violated this provision.

[END OF OPTION #1]

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[ ] **[OPTION #2]**

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4. Students shall not use District Technology Resources to access, process, distribute, display or print prohibited material at any time, for any purpose. Students may only access, process, distribute, display or print restricted material, and/or limited access material as authorized below.

   a. Prohibited material includes material that constitutes child pornography and material that is obscene, objectionable, inappropriate and/or harmful to minors, as defined by the Children's Internet Protection Act. As such, the following material is prohibited: material that appeals to a prurient or unhealthy interest in nudity, sex, and excretion; material that depicts, describes, or represents in a patently offensive way with respect to what is suitable for minors an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and material that lacks serious literary, artistic, political or scientific value as to minors. Prohibited material also includes material that appeals to a prurient or unhealthy interest in, or depicts, describes, or represents in a patently offensive way, violence, death, or bodily functions; material designated as for "adults" only; and material that promotes or advocates illegal activities.

b. ~~Restricted material may not be accessed by elementary or middle school students at any time, for any purpose. Restricted material may be accessed by high school students in the context of specific learning activities that have been approved by a teacher or staff member for legitimate research purposes. Materials that may arguably fall within the description provided for prohibited material that have clear educational relevance, such as material with literary, artistic, political, or scientific value, will be considered to be restricted. In addition, restricted material includes materials that promote or advocate the use of alcohol and tobacco, hate and discrimination, satanic and cult group membership, school cheating, and weapons. Sites that contain personal advertisements or facilitate making online connections with other people are restricted unless such sites have been specifically approved by the _____. **[NOTE: THIS PARAGRAPH CAN BE MODIFIED AS DESIRED BY THE DISTRICT.]**~~

c. ~~Limited access material is material that is generally considered to be non-educational or entertainment. Limited access material may be accessed in the context of specific learning activities that are directed by a teacher or during periods that a school may designate as "open access" time. Limited access material includes such material as electronic commerce, games, jokes, recreation, entertainment, sports, and investment. **[NOTE: THIS LAST SENTENCE CAN BE MODIFIED AS DESIRED BY THE DISTRICT.]**~~

~~If a student inadvertently accesses material that is considered prohibited or restricted, s/he should immediately disclose the inadvertent access to the teacher or building Principal. This will protect the student against an allegation that s/he intentionally violated the provision.~~

~~The determination of whether material is prohibited, restricted, or limited access shall be based on the content of the material and the intended use of the material, not on the protective actions of the technology protection measures. ( ) The fact that the technology protection measures have not protected against access to certain material shall not create the presumption that such material is appropriate for students to access. The fact that the technology protection measures have blocked access to certain material shall not create the presumption that the material is inappropriate for students to access.~~

~~**[END OF OPTION #2]**~~

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5. Unauthorized Use of Software or Other Intellectual Property from Any Source – All communications and information accessible via the Internet should be assumed to be private property (i.e., copyrighted and/or trademarked). Laws and ethics require proper handling of intellectual property. All copyright issues regarding software, information, and attributions/acknowledgement of authorship must be respected.

Software is intellectual property, and, with the exception of freeware, is illegal to use without legitimate license or permission from its creator or licensor. All software loaded on District computers must be approved by the Technology Director, and the District must own, maintain, and retain the licenses for all copyrighted software loaded on District computers. Students are prohibited from using District Technology Resources for the purpose of illegally copying another person's software. Illegal peer-to-peer file trafficking of copyrighted works is prohibited.

Online articles, blog posts, podcasts, videos, and wiki entries are also intellectual property. Students should treat information found electronically in the same way they treat information found in printed sources – i.e., properly citing sources of information and refraining from plagiarism. Rules against plagiarism will be enforced.

~~E~~F. Transmission of any material in violation of any State or Federal law or regulation, or Board policy is prohibited.

~~F~~G. ~~Any use of the Ed Tech for~~District Technology Resources may not be used for private gain or commercial purposes (e.g., purchasing or offering for sale personal products or services by students), advertising, or political lobbying~~ is prohibited~~. **(X)** This provision shall not limit the use of ~~the Ed Tech~~District Technology Resources ~~by students~~ for the purpose of communicating with elected representatives or expressing views on political issues. **[This option is legally correct, but it need not be included.]**

~~G~~H. Use of ~~the Education Technology~~District Technology Resources to engage in cyberbullying is prohibited. "Cyberbullying" ~~is defined as~~involves the use of information and communication technologies ~~(such as e-mail, cell phone and pager text messages, instant messaging (IM), defamatory personal websites, and defamatory online personal polling websites,)~~to support deliberate, repeated, and hostile behavior by an individual or group, ~~that~~ which is intended to harm others.~~"~~ [Bill Belsey (http://www.cyberbullying.org~~ca~~)] Cyberbullying may occur through e-mail, instant messaging (IM), chat room/Bash Boards, small text-messages (SMS), websites, voting booths.

Cyberbullying includes, but is not limited to the following:

1. posting slurs or rumors or other disparaging remarks about a student on a website or on weblog;

2. sending e-mail or instant messages that are mean or threatening, or so numerous as to negatively impact the victim's use of that method of communication and/or drive up the victim's cell phone bill;

3. using a camera phone to take and send embarrassing and/or sexually explicit photographs/recordings of students;

4. posting misleading or fake photographs of students on websites.

~~H~~I. Students are expected to abide by the following generally-accepted rules of online etiquette:

1. Be polite, courteous, and respectful in your messages to others. Use language appropriate to school situations in any communications made through or ~~the Education Technology~~utilizing District Technology Resources. Do not use obscene, profane, lewd, vulgar, rude, inflammatory, sexually explicit, defamatory, threatening, abusive or disrespectful language in communications made through ~~the Ed Tech~~or utilizing District Technology Resources. ~~(including, but not limited to, public messages, private messages, and material posted on web pages).~~ The Internet lends to the thinking that you are anonymous while on it. Nothing could be further from the truth. Don't say/type anything online that you wouldn't say to a person standing in front of you.

2. Do not engage in personal attacks, including prejudicial or discriminatory attacks.

3. Do not harass another person. Harassment is persistently acting in a manner that distresses or annoys another person. If a student is told by a person to stop sending him/her messages, the student must stop.

4. Do not post information that, if acted upon, could cause damage or a danger of disruption.

5. Never reveal names, addresses, phone numbers, or passwords of yourself or other students, family members, teachers, administrators, or other staff members while communicating on the Internet. This prohibition includes, but is not limited to, disclosing personal identification information on commercial websites.

6. Do not transmit pictures or other information that could be used to establish your identity without prior approval of a teacher.

7. Never agree to get together with someone you "meet" on-line without parent approval and participation.

8. Check e-mail frequently, and delete e-mail promptly ~~( ) to avoid excessive use of the electronic mail disk space~~.

9. Students should promptly disclose to a~~their~~ teacher or administrator~~other school employee~~ any message~~s~~ they receive that are~~is~~ inappropriate or make~~s~~ them feel uncomfortable, especially any e-mail that contains sexually explicit content (e.g. pornography). Students should not delete such messages until instructed to do so by an administrator ~~staff member~~.

~~**[CHOOSE OPTION #1 OR OPTION #2]**~~

~~**OPTION #1**~~

~~I. Use of the Education Technology to access, process, distribute, display or print child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors is prohibited. As such, the following material is prohibited: material that appeals to a prurient interest in nudity, sex, and excretion; material that depicts, describes or represents in a patently offensive way with respect to what is suitable for minors an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and material that lacks serious literary, artistic, political or scientific value as to minors. If a student inadvertently accesses material that is prohibited by this paragraph, s/he should immediately disclose the inadvertent access to the teacher or building principal. This will protect the user against an allegation that s/he intentionally violated this provision.~~

~~**OPTION #2**~~

~~I.~~ ~~Students shall not use the Education Technology to access, process, distribute, display or print Prohibited Material at any time, for any purpose. Students may only access, process, distribute, display or print Restricted Material and/or Limited Access Material as authorized below.~~

~~1.~~ ~~Prohibited Material includes material that constitutes child pornography and material that is obscene, objectionable, inappropriate and/or harmful to minors, as defined by the Children's Internet Protection Act. As such, the following material is prohibited: material that appeals to a prurient or unhealthy interest in nudity, sex, and excretion; material that depicts, describes, or represents in a patently offensive way with respect to what is suitable for minors an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and material that lacks serious literary, artistic, political or scientific value as to minors. Prohibited material also includes material that appeals to a prurient or unhealthy interest in, or depicts, describes, or represents in a patently offensive way, violence, death, or bodily functions; material designated as for "adults" only; and material that promotes or advocates illegal activities.~~

2. Restricted Material may not be accessed by elementary or middle school students at any time, for any purpose. Restricted Material may be accessed by high school students in the context of specific learning activities that have been approved by a teacher or staff member for legitimate research purposes. Materials that may arguably fall within the description provided for Prohibited Material that have clear educational relevance, such as material with literary, artistic, political, or scientific value, will be considered to be Restricted. In addition, Restricted Material includes materials that promote or advocate the use of alcohol and tobacco, hate and discrimination, satanic and cult group membership, school cheating, and weapons. Sites that contain personal advertisements or facilitate making online connections with other people are Restricted unless such sites have been specifically approved by _____. **[NOTE: THIS PARAGRAPH CAN BE MODIFIED AS DESIRED BY THE DISTRICT.]**

3. Limited Access Material is material that is generally considered to be non-educational or entertainment. Limited Access Material may be accessed in the context of specific learning activities that are directed by a teacher or during periods of time that a school may designate as "open access" time. Limited Access Material includes such material as electronic commerce, games, jokes, recreation, entertainment, sports, and investment. **[NOTE: THIS LAST SENTENCE CAN BE MODIFIED AS DESIRED BY THE DISTRICT.]**

If a student inadvertently accesses material that is considered Prohibited or Restricted, s/he should immediately disclose the inadvertent access to the teacher or building principal. This will protect the student against an allegation that s/he intentionally violated the provision.

~~The determination of whether material is Prohibited, Restricted, or Limited Access shall be based on the content of the material and the intended use of the material, not on the protective actions of the technology protection measures. **( )** The fact that the technology protection measures have not protected against access to certain material shall not create the presumption that such material is appropriate for students to access. The fact that the technology protection measures have blocked access to certain material shall not create the presumption that the material is inappropriate for students to access.~~

~~**[END OF OPTION #2]**~~

~~J.~~ ~~Malicious use of the Education Technology to develop programs that harass other users or infiltrate a computer/laptop/tablet or computer system and/or damage the software components of a computer or computing system is prohibited. Students may not engage in vandalism or use the Ed-Tech in such a way that would disrupt its use by others. Vandalism is defined as any malicious or intentional attempt to harm, steal or destroy data of another user, school networks, or technology hardware. This includes but is not limited to uploading or creation of computer viruses, installing unapproved software, changing equipment configurations, deliberately destroying or stealing hardware and its components, or seeking to circumvent or bypass Network security and/or the Board's technology protection measures. Students also must avoid intentionally wasting limited resources. Students must immediately notify the teacher, building principal, or _____ if they identify a possible security problem. Students should not go looking for security problems, because this may be construed as an unlawful attempt to gain access.~~

~~K.~~ ~~All communications and information accessible via the Internet should be assumed to be private property (i.e. copyrighted and/or trademarked). All copyright issues regarding software, information, and attributions/acknowledgement of authorship must be respected. Rules against plagiarism will be enforced.~~

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~~I~~J. Downloading of files~~information~~ onto school-owned equipment or contracted online educational services is prohibited, without prior approval from _principal_____. If a student transfers files from information services and~~—~~forums ~~electronic bulletin board services~~, the student must check the file with a virus-detection program before opening the file for use. Only public domain software may be downloaded. If a student transfers a file or installs a software program that infects ~~the District's Ed-Tech~~District Technology Resources with a virus and causes damage, the student will be liable for any and all repair costs to make the District~~Education~~ Technology Resources once again fully operational.

~~M~~K. Students must secure prior approval from a teacher or the _____principal_____ before joining a Listserv (electronic mailing lists) and should not post personal messages on forums ~~bulletin boards~~ or Listservs.

~~**[CHOOSE OPTION #3 OR OPTION #4]**~~

~~**[ ]**~~ ~~**OPTION #3**~~

~~N~~L. ~~Students are prohibited from accessing or participating in online "chat rooms" or other forms of direct electronic communication (e.g., instant messaging) (other than e-mail) without prior approval from a teacher or the _____. All such authorized communications must comply with these guidelines. Students may only use their school-assigned accounts/e-mail addresses when accessing, using or participating in real-time electronic communications for education purposes.~~

[END OF OPTION #3]

[X] OPTION #4

~~N~~L. Students may use real-time electronic communication, such as chat or instant messaging, only under the direct supervision of a teacher or in moderated environments that have been established to support educational activities and have been approved by the Board, Superintendent, or Building Principal. Students may only use their school-assigned accounts/e-mail addresses when accessing, using or participating in real-time electronic communications for education purposes.

[END OF OPTION #4]

~~**[CHOOSE OPTION #5 OR OPTION #6]**~~

[ ] ~~**OPTION #5**~~

~~O~~M. ~~Privacy in communication over the Internet and through the District's Education Technology computer network is not guaranteed. In order to verify compliance with these guidelines, the Board reserves the right to access, monitor, review, and inspect any directories, files and/or messages residing on or sent using its Ed-Tech Technology Resources. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.~~

[END OF OPTION #5]

[X] OPTION #6

~~O~~M. Users have no right or expectation to privacy when using the ~~Education Technology~~District Technology Resources. The ~~District~~ Board reserves the right to access and inspect any facet of ~~the Ed Tech~~its Technology Resources, including, but not limited to, computers, laptops, tablets, ~~personal communication~~ and other web-enabled devices, networks, or Internet connections or online educational services or apps, e-mail or other messaging or communication systems or any other electronic media within its technology systems or that otherwise constitutes its property and any data, information, e-mail, communication, transmission, upload, download, message or material of any nature or medium that may be contained therein. A student's use of ~~the Ed Tech~~District Technology Resources constitutes his/her waiver of any right to privacy in anything s/he creates, stores, sends, transmits, uploads, downloads or receives on or through the ~~Ed Tech~~Technology Resources and related storage medium and equipment. Routine maintenance and monitoring, utilizing both ~~technical~~ technology monitoring systems and staff monitoring, may lead to discovery that a user has violated Board policy and/or the law. An individual search will be conducted if there is reasonable suspicion that a user has violated Board policy and/or law, or if requested by local, State or Federal law enforcement officials. Students' parents have the right to request to see the contents of their children's files, e-mails and records.

[END OF OPTION #6]

The following notice will be included as part of the computer log-on screen:

[CHOOSE OPTION #A OR OPTION #B]

[X] OPTION #A

"~~The Board's Education Technology~~District Technology Resources (as defined in Bylaw 0100) ~~(including, computers, laptops, tablets, personal communication devices, network, and Internet connection, and online educational services) is~~ are to be used for educational and professional purposes only. Users are reminded that all use of ~~the Education Technology~~District Technology Resources, including Internet use, is monitored by the District and individual users have no expectation of privacy."

[END OF OPTION #A]

~~**[ ] OPTION #B**~~

~~**"NOTICE AND CONSENT FOR MONITORING"**~~

~~"Unauthorized or improper use of the District's Education Technology District Technology Resources (as defined in Bylaw 0100) is strictly prohibited. Use of the District's Education Technology~~District Technology Resources~~, including its computers, laptops, tablets, personal communication devices, network and Internet connection, and online educational services must comply with the District~~Board~~'s Education Technology Acceptable Use and Safety Policy/Agreement. This Education Technology District Technology Resources is are provided only for communication, processing, and storage of school/education-related information and/or for authorized School District use. The Education Technology is~~District Technology Resources are ~~subject to monitoring for all lawful purposes (e.g., to ensure its proper functioning and management, to protect against improper or unauthorized use or access, and to verify the presence or performance of applicable security features or procedures and operational security) and individual users have no expectation of privacy.~~

Monitoring includes active attacks by authorized employees and/or agents of the School District to test or verify the security of the system. During monitoring, information may be examined, recorded, copied, and/or used for authorized purposes. All information, including personal information, placed on or sent over the system may be monitored. Such monitoring may result in the acquisition, recording, and/or analysis of all data communicated, transmitted, processed, or stored in this system by a user. Unauthorized or inappropriate use may subject you to disciplinary action and/or criminal prosecution. Evidence of unauthorized or improper use collected during monitoring may be used for administrative, criminal or other adverse action. Use of this computer system, authorized or unauthorized, constitutes consent to monitoring for these purposes."

[END OF OPTION #B]

~~P.~~O. Use of the Internet and any information procured from the Internet is at the student's own risk. The Board makes no warranties of any kind, either express or implied, that the functions or the services provided by or through ~~the Ed Tech~~District Technology Resources will be error-free or without defect. The Board is not responsible for any damage a user may suffer, including, but not limited to, loss of data, service interruptions, or exposure to inappropriate material or people. The Board is not responsible for the accuracy or quality of information obtained through the Internet. Information (including text, graphics, audio, video, etc.) from Internet sources used in student papers, reports, and projects must be cited the same as references to printed materials. The Board is~~will~~ not to be responsible for financial obligations arising through the unauthorized use of ~~the Ed Tech~~its Technology Resources. Students or parents of students will indemnify and hold the Board harmless from any losses sustained as the result of a student's misuse of ~~the Ed Tech by the student~~District Technology Resources.

~~Q.~~P. Disclosure, use and/or dissemination of personally identifiable information of minors via the Internet is prohibited, except as expressly authorized by the minor student's parent/guardian on the "Student ~~Education~~ Technology Acceptable Use and Safety Agreement Form."

~~R.~~( ) Proprietary rights in the design of websites hosted on Board-owned or leased servers remains at all times with the Board.

~~S~~Q. File-sharing is strictly prohibited. Students are prohibited from downloading and/or installing file-sharing software or programs on ~~the Ed Tech~~District Technology Resources.

( ) ~~Students may not use District Technology Resources to establish or access web based e mail accounts on commercial services through the Ed Tech (e.g., Gmail, Hotmail~~iCloud, ~~Outlook, Yahoo mail, etc.).~~

~~U~~R. Since there is no central authority on the Internet, each site is responsible for its own users. Complaints received from other sites regarding any of the District's users will be fully investigated and disciplinary action will be taken as appropriate.

~~V.~~S. Preservation of Resources and Priorities of Use: ~~Computer resources~~District Technology Resources are limited. **(X)** Because space on disk drives and bandwidth across the lines ~~which~~ that connect ~~the District's Ed Tech~~District Technology Resources (both internally and externally) are limited, neither programs nor information may be stored on the system without the permission of the _____principal_____. **[NOTE: END OF OPTION]** Each student is permitted reasonable space to store e-mail, web, and personal school-related files. The Board reserves the right to require the purging of files in order to regain disk space. Students who require access to ~~the Education Technology~~District Technology Resources for class- or instruction-related activities have priority over other users. Students not using ~~the Education Technology~~District Technology Resources for class-related activities may be "bumped" by any student requiring access for class- or instruction-related purpose. ~~( ) The following hierarchy will prevail in governing access to the Ed Tech~~District Technology Resources~~:~~

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1. ~~Class work, assigned and supervised by a staff member.~~
2. ~~Class work, specifically assigned but independently conducted.~~
3. ~~Personal correspondence (e-mail – checking, composing, and sending).~~
4. ~~Training (use of such programs as typing tutors, etc.).~~
5. ~~Personal discovery ("surfing the Internet").~~

6. ~~Other uses – access to resources for "other uses" may be further limited during the school day at the discretion of the Building Principal or _____.~~

Game playing is not permitted unless under the supervision of a teacher.

Abuse of Network Resources

Peer-to-peer file sharing, mass mailings, downloading of unauthorized games, videos, and music are wasteful of limited network resources and are forbidden. In addition, the acquisition and sharing of copyrighted materials is illegal and unethical.

Unauthorized Printing

District printers may only be used to print school-related documents and assignments. Printers, like other school resources, are to be used in a responsible manner. Ink cartridges and paper, along with printer repairs and replacement are very expensive. The District monitors printing by user. Print jobs deemed excessive and abusive of this privilege may result in charges being assessed to the student. Users are prohibited from replacing ink cartridges and performing any other service or repairs to printers. Users should ask, as appropriate, for assistance to clear paper that is jamming a printer.

Any questions and concerns regarding these guidelines may be directed to _____.

P.L. 106-554, Children's Internet Protection Act of 2000
47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)
20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)
18 U.S.C. 1460
18 U.S.C. 2246
18 U.S.C. 2256
20 U.S.C. 6777, 9134 (2003)

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REVISED GUIDELINE - TECHNOLOGY UPDATE- PHASE III

STAFF ~~EDUCATION~~ TECHNOLOGY ACCEPTABLE USE AND SAFETY

~~Staff members are authorized to use the Board of Education's computers, laptops, tablets, personal communication devices (as defined by Policy 7530.02), network, and Internet connection and online educational services ("Education Technology" or "Ed Tech") for educational and professional purposes. Use of the Education Technology is a privilege, not a right. Staff members must conduct themselves in a responsible, efficient, ethical, and legal manner. Unauthorized or inappropriate use of the Ed Tech, including any violation of these guidelines, may result in cancellation of the privilege, disciplinary action consistent with the applicable collective bargaining agreement and Board policy, and/or civil or criminal liability. Prior to accessing the Education Technology, staff members must sign the Staff Education Technology Acceptable Use and Safety Agreement. **( )** Staff members must complete a mandatory training session/program before being permitted to access the Education Technology and/or being assigned a school email address.~~

Staff members shall use District Technology Resources (see definition Bylaw 0100) for educational and professional purposes only.

[ ] ~~District Technology Resources (see definition Bylaw 0100) shall not be used for personal, non-work related purposes.~~

[X] District Technology Resources (see definition Bylaw 0100) may be used for incidental personal, non-work related purposes that do not interfere with the employee's performance of his/her job responsibilities, do not result in direct costs to the District, do not affect other users, use of the resources for education and work related purposes, do not expose the District to unnecessary risks, or violate applicable Board of Education policies, administrative guidelines, or law/regulations.

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Use of District Technology Resources is a privilege, not a right. When using District Technology Resources, staff members must conduct themselves in a responsible, efficient, ethical, and legal manner. Staff members found to have engaged in unauthorized or inappropriate use of District Technology and/or Information Resources, including any violation of these guidelines, may have their privilege limited or revoked, and may face further disciplinary action consistent with the applicable collective bargaining agreement and Board policy, and/or civil or criminal liability. Prior to accessing or using District Technology and/or Information Resources, staff members must sign the Staff Technology Acceptable Use and Safety Agreement (Form 7540.04 F1). ~~( ) Staff members must complete a mandatory training session/program before being permitted to access or use District Technology and/or Information Resources and/or being assigned a school e-mail address.~~

This guideline also governs staff members' use of their personal communication devices (PCDs) (as defined in Bylaw 0100) when they are connected to the District's Technology Resources, creating, using or transmitting District Information Resources, or when used while the staff member is on Board-owned property or at a Board-sponsored activity. Staff are reminded that use of PCDs (including the sending of text messages) may generate a public record or an education record that needs to be maintained in accordance with the Board's record retention schedule and/or Federal and State law.

~~Smooth operation of the Board's Education Technology relies upon users adhering to the following guidelines. The guidelines outlined below are not exhaustive, but are provided so that users are aware of their general responsibilities.~~Below is a non-exhaustive list of unauthorized uses and prohibited behaviors. This guideline further provides a general overview of the responsibilities users assume when using District Technology and/or Information Resources.

A. ~~Staff members are responsible for their behavior and communication using the Ed-Tech.~~ All use of the District Technology and/or Information Resources~~Education Technology~~ must be consistent with the educational mission and goals of the District.

B. Staff members may only access and use District Technology and/or Information Resources ~~the Education Technology~~ by using their assigned account and may only send school-related electronic communications using their District-assigned e-mail addresses. Use of another person's account/e-mail address~~/password~~ is prohibited. Staff members may not allow other users to utilize their account/e-mail address and should not share their password with other users~~passwords~~. Staff members may not go beyond their authorized access. Staff members are expected to take ~~responsible for taking~~ steps to prevent unauthorized access to their accounts by logging off or "locking" their computers/laptops/tablets/personal communication devices when leaving them unattended.

C. No user may have access to another's private files. Any attempt by users to access another user's or the District's non-public files, or phone or e-mail messages is considered theft. Any attempts to gain access to unauthorized resources or data/information either on the District's computer or telephone systems or any systems to which the District has access are prohibited. Similarly, staff ~~Staff~~ members may not intentionally seek information on, obtain copies of, or modify files, data or passwords belonging to other users, or misrepresent other users on the District's network.~~ Staff members may not intentionally disable any security features of the Ed Tech.~~

D. Staff members may not intentionally disable any security features used on District Technology Resources.

~~D.~~E. Staff members may not use District Technology Resources or their personal communication devices~~the Education Technology~~ to engage in vandalism, "hacking" or other illegal activities (e.g., software pirating;~~,~~ intellectual property violations; engaging in slander, libel or harassment; threatening the life or safety of another; stalking; transmission of obscene materials or child pornography, including sexting; fraud; sale of illegal substances or goods).

1. Slander and libel - ~~are terms defined specifically in law. Generally,~~In short slander is "oral communication of false statements injurious to a person's reputation," and libel is "a false publication in writing, printing, or typewriting or in signs or pictures that maliciously damages a person's reputation or the act or an instance of presenting such a statement to the public." (The American Heritage Dictionary of the English Language Third Edition is licensed from Houghton Mifflin Company. Copyright © 1992 by Houghton Mifflin Company. All rights reserved.) Staff members shall not knowingly or recklessly post false or defamatory information about a person or organization. Staff members are reminded that material distributed over the Internet is "public" to a degree no other school publication or utterance is. As such, any remark may be seen by literally millions of people and harmful and false statements will be viewed in that light.

2. Staff members shall not use District Technology Resources~~the Education Technology~~ to transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, national origin, sex, sexual orientation or transgender identity, age, disability, religion or political beliefs. Sending, sharing, viewing or possessing pictures, text messages, e-mails or other materials of a sexual nature (i.e. sexting) in electronic or any other form, including the contents of a personal communication device or other electronic equipment is grounds for discipline, up to and including termination. Such actions will be reported to local law enforcement and child services as required by law.

3. Vandalism and Hacking – Deliberate attempts to damage the hardware, software, or data/information residing in District Technology Resources or any computer system attached through the Internet is strictly prohibited. In particular, malicious use of District Technology Resources to develop programs that harass other users or infiltrate a computer/laptop/tablet or computer system and/or damage the software components of a computer or computing system is prohibited.

   Attempts to violate the integrity of private accounts, files or programs, the deliberate infecting of the network or computers, laptops, tablets, etc., attached to the network with a "virus", attempts at hacking into any internal or external computer systems using any method will not be tolerated.

   Staff members may not engage in vandalism or use District Technology Resources or their personal communication devices in such a way that would disrupt others' use of District technology resources.

   Vandalism is defined as any malicious or intentional attempt to harm, steal, or destroy data of another user, school networks, or technology hardware. This includes but is not limited to uploading or creation of computer viruses, installing unapproved software, changing equipment configurations, deliberately destroying or stealing hardware and its components, or seeking to circumvent or bypass network security and/or the Board's technology protection measures. Staff members also must avoid intentionally wasting limited resources. Staff members must immediately notify the building Principal or _____ Superintendent or designee _____ if they identify a possible security problem. Staff members should not go looking for security problems, because this may be construed as an unlawful attempt to gain access.

[CHOOSE OPTION #1 OR OPTION #2]

[X] [OPTION #1]

4. Use of District Technology Resources to access, process, distribute, display or print child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors is prohibited. As such, the following material is prohibited: material that appeals to a prurient interest in nudity, sex, and excretion; material that depicts, describes or represents in a patently offensive way with respect to what is suitable for minors an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and material that lacks serious literary, artistic, political or scientific value as to minors. If a staff member inadvertently accesses material that is prohibited by this paragraph, s/he should immediately disclose the inadvertent access to the Building Principal or Superintendent and/or designee _____. This will protect the user against an allegation that s/he intentionally violated this provision.

[END OF OPTION #1]

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[ ] ~~**[OPTION #2]**~~

4. ~~Staff members shall not use District Technology Resources to access, process, distribute, display or print prohibited material at any time, for any purpose. Staff members may only access, process, distribute, display or print restricted material, and/or limited access material as authorized below.~~

   a. ~~Prohibited material includes material that constitutes child pornography and material that is obscene, objectionable, inappropriate and/or harmful to minors, as defined by the Children's Internet Protection Act. As such, the following material is prohibited: material that appeals to a prurient or unhealthy interest in nudity, sex, and excretion; material that depicts, describes, or represents in a patently offensive way with respect to what is suitable for minors an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and material that lacks serious literary, artistic, political or scientific value as to minors. Prohibited material also includes material that appeals to a prurient or unhealthy interest in, or depicts, describes, or represents in a patently offensive way, violence, death, or bodily functions; material designated as for "adults" only; and material that promotes or advocates illegal activities.~~

b. ~~Restricted material may be accessed by staff members in the context of specific learning activities for legitimate research and professional development purposes. Materials that may arguably fall within the description provided for prohibited material that has clear educational relevance, such as material with literary, artistic, political, or scientific value, will be considered to be restricted. In addition, restricted material includes materials that promote or advocate the use of alcohol and tobacco, hate and discrimination, satanic and cult group membership, school cheating, and weapons. Sites that contain personal advertisements or facilitate making online connections with other people are restricted unless such sites have been specifically approved by the _____. **[NOTE: THIS PARAGRAPH CAN BE MODIFIED AS DESIRED BY THE DISTRICT.]**~~

c. ~~Limited access material is material that is generally considered to be non-educational or entertainment. Limited access material may be accessed in the context of specific learning activities or during non-work times. Limited access material includes such material as electronic commerce, games, jokes, recreation, entertainment, sports, and investment. **[NOTE: THIS LAST SENTENCE CAN BE MODIFIED AS DESIRED BY THE DISTRICT.]**~~

~~If a staff member inadvertently accesses material that is considered prohibited or restricted, s/he should immediately disclose the inadvertent access to the Building Principal or _____. This will protect the staff member against an allegation that s/he intentionally violated the provision.~~

~~The determination of whether material is prohibited, restricted, or limited access shall be based on the content of the material and the intended use of the material, not on the protective actions of the technology protection measures. **( )** The fact that the technology protection measures have not protected against access to certain material shall not create the presumption that such material is appropriate for students to access. The fact that the technology protection measures have blocked access to certain material shall not create the presumption that the material is inappropriate for staff members to access.~~

~~**[END OF OPTION #2]**~~

5. Unauthorized Use of Software or Other Intellectual Property from Any Source – Laws and ethics require proper handling of intellectual property. Software is intellectual property, and, with the exception of freeware, is illegal to use without legitimate license or permission from its creator or licensor. All software loaded on District computers must be approved by the Director of Technology, and the District must own, maintain, and retain the licenses for all copyrighted software loaded on District computers. Staff members are prohibited from using District Technology Resources for the purpose of illegally copying another person's software. Illegal peer-to-peer file trafficking of copyrighted works is prohibited.

   Online articles, blog posts, podcasts, videos, and wiki entries are also intellectual property. Staff members should treat information found electronically in the same way they treat information found in printed sources – i.e., properly citing sources of information and refraining from plagiarism.

~~E.~~F. Transmission of any material in violation of any State or Federal law or regulation, or Board policy is prohibited.

~~F.~~G. ~~Any use of the Ed Tech~~ District Technology Resources may not be used for private gain or ~~for~~ commercial purposes (e.g., purchasing or offering for sale personal products or services by staff members), advertising, or political lobbying or campaigning is prohibited. **[NOTE: THE BOARD COULD ALLOW LIMITED COMMERCIAL ACTIVITY BY STAFF MEMBERS; (e.g., sale of one (1) of a kind items on staff intranet)] (X)** This provision shall not limit the use of District Technology Resources ~~the Ed Tech~~ by staff members for the purpose of communicating with elected representatives or expressing views on political issues. ~~**[NOTE: This option is legally correct, but it need not be included.] ( )** Staff members may use District Technology Resources the Ed Tech for communication related to collective bargaining and union organizational activities. **[NOTE: THIS OPTION IS SUBJECT TO BARGAINING.]**~~

~~G.~~H. Staff members are expected to abide by the following generally accepted rules of online etiquette:

1. Be polite, courteous, and respectful in your messages to others. Use language appropriate to school situations in any communications made through or utilizing District Technology Resources~~the Education Technology~~. Do not use ~~Refrain from using~~ obscene, profane, lewd, vulgar, rude, inflammatory, sexually explicit, defamatory, threatening, abusive or disrespectful language in communications made through or utilizing District Technology Resources ~~the Ed Tech~~ (including, but not limited to, public messages, private messages, and material posted on web pages).

2. Do not engage in personal attacks, including prejudicial or discriminatory attacks.

3. Do not harass another person. Harassment is persistently acting in a manner that distresses or annoys another person. If a staff member is told by a person to stop sending him/her messages, the staff member must stop.

4. Do not post information that, if acted upon, could cause damage or a danger of disruption.

5. Never reveal names, addresses, phone numbers, or passwords of students while communicating on the Internet, unless there is prior written parental approval or it is otherwise permitted by Federal and/or State law.

6. Check e-mail, frequently and delete e-mail promptly ~~( )~~ ~~to avoid excessive use of the electronic mail disk space~~. Nothing herein, alters the staff member's responsibility to preserve e-mail and other electronically stored information that constitutes a public record, student education record and/or a record subject to a Litigation Hold.

~~**[CHOOSE OPTION #1 OR OPTION #2]**~~

~~**[ ] [OPTION #1]**~~

~~H.~~ ~~Use of the Education Technology to access, process, distribute, display or print child pornography and other material which is obscene, objectionable, inappropriate or harmful to minors is prohibited. As such, the following material is prohibited: material that appeals to a prurient interest in nudity, sex and excretion; material that depicts, describes or represents in a patently offensive way with respect to what is suitable for minors an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and material that lacks serious literary, artistic, political or scientific value as to minors. If a staff member inadvertently accesses material that is prohibited by this paragraph, s/he should immediately disclose the inadvertent access to the building principal or _____. This will protect the staff member against an allegation that s/he intentionally violated this provision.~~

~~**[END OF OPTION #1]**~~

~~**[ ] [OPTION #2]**~~

~~H. Staff members shall not use the Education Technology to access, process, distribute, display or print Prohibited Material at any time, for any purpose. Staff members may only access, process, distribute, display or print Restricted Material and/or Limited Access Material as authorized below.~~

~~1. Prohibited Material includes material that constitutes child pornography and material that is obscene, objectionable, inappropriate and/or harmful to minors, as defined by the Children's Internet Protection Act. As such, the following material is prohibited: material that appeals to a prurient or unhealthy interest in nudity, sex, and excretion; material that depicts, describes or represents in a patently offensive way with respect to what is suitable for minors an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and material that lacks serious literary, artistic, political or scientific value as to minors. Prohibited material also includes material that appeals to a prurient or unhealthy interest in, or depicts, describes or represents in a patently offensive way, violence, death, or bodily functions; material designated as for "adults" only; and material that promotes or advocates illegal activities.~~

2. Restricted material may be accessed by staff members in the context of specific learning activities for legitimate research or professional development purposes. Materials that may arguably fall within the description provided for Prohibited Material that have clear educational relevance, such as material with literary, artistic, political, or scientific value, will be considered to be Restricted. In addition, Restricted Material includes materials that promote or advocate the use of alcohol and tobacco, hate and discrimination, satanic and cult group membership, school cheating, and weapons. Sites that contain personal advertisements or facilitate making online connections with other people are Restricted unless such sites have been specifically approved by _____. **[NOTE: THIS PARAGRAPH CAN BE MODIFIED AS DESIRED BY THE DISTRICT.]**

3. Limited Access Material is material that is generally considered to be non-educational or entertainment. Limited Access Material may be accessed in the context of specific learning activities. Limited Access Material includes such material as electronic commerce, games, jokes, recreation, entertainment, sports, and investment. **[NOTE: THIS LAST SENTENCE CAN BE MODIFIED AS DESIRED BY THE DISTRICT.]**

If a staff member inadvertently accesses material that is considered Prohibited or Restricted, s/he should immediately disclose the inadvertent access to the building principal or _____. This will protect the staff member against an allegation that s/he intentionally violated the provision.

~~The determination of whether material is Prohibited, Restricted, or Limited Access shall be based on the content of the material and the intended use of the material, not on the protective actions of the technology protection measures.~~ ~~**( ) The fact that the technology protection measures have not protected against access to certain material shall not create the presumption that such material is appropriate for staff members to access.**~~ ~~The fact that the technology protection measures have blocked access to certain material shall not create the presumption that the material is inappropriate for staff members to access.~~

~~**[END OF OPTION #2]**~~

~~I.~~ ~~Malicious use of the Education Technology to develop programs that harass other users or infiltrate a computer or computer system and/or damage the software components of a computer/laptop/tablet or computing system is prohibited. Staff members may not engage in vandalism or use the Ed-Tech in such a way that would disrupt its use by others. Vandalism is defined as any malicious or intentional attempt to harm, steal or destroy data of another user, school networks, or technology hardware. This includes but is not limited to uploading or creation of computer viruses, installing unapproved software, changing equipment configurations, deliberately destroying or stealing hardware and its components, or seeking to circumvent or bypass Network security and/or the Board's technology protection measures. Staff members must also refrain from intentionally wasting limited resources. Staff members must immediately notify the building principal or _____ if they identify a possible security problem. Staff members should not go looking for security problems (unless that is a component of their job description), because this may be construed as an unlawful attempt to gain access.~~

~~J.~~I. All communications and information accessible via the Internet should be assumed to be private property (i.e., copyrighted and/or trademarked). All copyright issues regarding software, information, and attributions/acknowledgement of authorship must be respected.

~~K.~~J. Downloading of information onto school-owned equipment or contracted online educational services is prohibited, without prior approval from the building principal. If a staff member transfers files from information services and electronic bulletin board services, the staff member must check the file with a virus-detection program before opening the file for use. Only public domain software may be downloaded. If a staff member transfers a file or installs a software program that infects ~~the District's Ed Tech~~District Technology Resources with a virus and causes damage, the staff member will be liable for any and all repair costs to make the Education Technology once again fully operational.

[CHOOSE OPTION #3 OR OPTION #4]

[ ] [OPTION #3]

~~L.~~K. Privacy in communication over the Internet and through the District's ~~Education Technology~~computer network is not guaranteed. In order to verify compliance with these guidelines, the Board reserves the right to access, monitor, review and inspect any directories, files and/or messages ~~residing~~ stored on or sent/received using ~~the Ed Tech~~its Technology Resources. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

[END OF OPTION #3]

[ ] [OPTION #4]

~~L.~~K. ~~Staff members~~Users have no right or expectation to privacy when using ~~the Education Technology~~District Technology and/or Information Resources. The ~~District~~ Board reserves the right to access and inspect any facet of ~~the Ed Tech~~its Technology and/or Information Resources, including, but not limited to, computers, laptops, tablets, and other web-enabled devices~~personal communication devices~~, networks or Internet connections or online educational services or apps, e-mail or other messaging or communication systems or any other electronic media within its technology systems or that otherwise constitutes its property and any data, information, e-mail, communication, transmission, upload, download, message or material of any nature or medium that may be contained therein. A staff member's use of ~~the Ed Tech~~District Technology and/or Information Resources constitutes his/her waiver of any right to privacy in anything s/he creates, stores, sends, transmits, uploads, downloads or receives on or through the ~~Ed Tech~~Technology Resources and related storage medium and equipment. Routine maintenance and monitoring, utilizing both ~~technical~~ technology monitoring systems and staff monitoring, may lead to discovery that a staff member has violated Board policy and/or the law. An individual search will be conducted if there is reasonable suspicion that a staff member has violated Board policy and/or law, or if requested by local, State or Federal law enforcement officials. Staff are reminded that their communications are subject to Ohio's public records laws and FERPA.

[END OF OPTION #4]

The following Notice will be included as part of the computer log-on screen:

[CHOOSE OPTION #A OR OPTION #B]

~~[ ]~~ ~~**[OPTION #A]**~~

~~"The Board's Education~~ District ~~Technology~~ Resources ~~(including computers, laptops, tablets,~~ e-readers, ~~cellular/mobile telephones, smartphones, other web-enabled devices, video and/or audio recording equipment, projectors, software and operating systems that work on any device, copy machines, printers and scanners, information storage devices (including mobile/portable storage devices such as external hard drives, CDs/DVDs, USB thumb drives and memory chips), the computer network, personal communication devices, network, and Internet connection,~~ and online educational services ~~and apps)~~ is ~~are~~ to be used for educational and professional purposes ~~only~~. ~~Users are reminded that all use of the Education~~District ~~Technology~~ Resources, ~~including Internet use, is monitored by the District and individual users have no expectation of privacy."~~

[END OF OPTION #A]

[X] [OPTION #B]

NOTICE AND CONSENT FOR MONITORING

"Unauthorized or improper use of ~~the~~ District~~'s Education Technology~~ Technology Recourses is strictly prohibited. Use of ~~the~~ District~~'s Education~~ Technology Resources, including its computers, laptops, tablets, e-readers, cellular/mobile telephones, smartphones, other web-enabled devices, video and/or audio recording equipment, projectors, software and operating systems that work on any device, copy machines, printers and scanners, information storage devices (including mobile/portable storage devices such as external hard drivers, CDs/DVDs, USB thumb drives and memory chips), the computer ~~personal communication devices,~~ network, and Internet connection, and online educational services and apps, must comply with the Board's~~District's Education~~ Technology Acceptable Use and Safety Policy/Agreement. ~~This Education~~ District Technology Resources ~~is~~ are provided only for communication, processing, and storage of school/education-related information and/or for authorized School District use. ~~The Education~~ District Technology Resources are ~~is~~ subject to monitoring for all lawful purposes, (e.g. to ensure its proper functioning and management, to protect against improper or unauthorized use or access, and to verify the presence or performance of applicable security features or procedures and operational security) and individual users have no expectation of privacy.

Monitoring includes active attacks by authorized employees and/or agents of the School District to test or verify the security of the system. During monitoring, information may be examined, recorded, copied, and/or used for authorized purposes. All information, including personal information, stored~~placed~~ on or transmitted through ~~sent over~~ the system may be monitored. Such monitoring may result in the acquisition, recording, and/or analysis of all data communicated, transmitted, processed, or stored in this system by a user. Unauthorized or inappropriate use may subject you to disciplinary action and/or criminal prosecution. Evidence of unauthorized or improper use collected during monitoring may be used for administrative, criminal or other adverse action. Use of this computer system, authorized or unauthorized, constitutes consent to monitoring for these purposes."

[END OF OPTION #B]

~~M.~~L. Use of the Internet and any information procured from the Internet is at the staff member's own risk. The Board makes no warranties of any kind, either expressed or implied, that the functions or the services provided by or through District Technology Resources~~the Ed Tech~~ will be error-free or without defect. The Board is not responsible for any damage a user may suffer, including, but not limited to, loss of data, service interruptions, or exposure to inappropriate material or people. The Board is not responsible for the accuracy or quality of information obtained through the Internet. Information (including text, graphics, audio, video, etc.) from Internet sources used in class must be cited the same as references to printed materials. The Board is not responsible for financial obligations arising through the unauthorized use of ~~the Ed Tech~~its Technology Resources. Staff members will indemnify and hold the Board harmless from any losses sustained as the result of the staff member's misuse of ~~the Ed Tech~~ District Technology Resources~~by the staff member~~.

~~N~~M. Disclosure, use and/or dissemination of personally identifiable information of minors via the Internet is prohibited, except as expressly authorized by the minor student's parent/guardian on the "Student ~~Education~~ Technology Acceptable Use and Safety Agreement Form."

[CHOOSE OPTION #5 OR OPTION #6]

[X] [OPTION #5]

~~O.~~N. Proprietary rights in the design of websites/services/apps hosted on the Board-owned or leased servers remains at all times with the Board without prior written authorization.

[END OF OPTION #5]

~~**[ ] [OPTION #6]**~~

~~O.~~N. ~~Staff members own the copyright to works created outside the scope of their employment responsibilities and without the use of Board resources. Staff members may post such work on the District website to facilitate access by students and/or staff. Notice of such posting and claim of ownership must be provided to the building Principal or _____. By posting such work on the District's website, the staff member agrees to grant a non-exclusive license or permission for any staff or student within the District to freely use such work. The Board shall own the copyright on any works created by staff members within the scope of their employment responsibilities.~~

[END OF OPTION #6]

~~P.~~O. Staff members are reminded that student personally identifiable ~~student~~ information is confidential and may not be disclosed without prior written parental permission.

~~Q.~~P. File-sharing is strictly prohibited. Staff members are prohibited from downloading and/or installing file-sharing software or programs on District Technology Resources~~the Ed Tech~~.

~~( )~~ ~~Staff members may not use District Technology Resources to establish or access web-based e-mail accounts on commercial services through the Ed Tech (e.g., Gmail, HotmailiCloud, Yahoo mail, etc.).~~

~~S.~~Q. Since there is no central authority on the Internet, each site is responsible for its own users. Complaints received from other sites regarding any of the District's users will be fully investigated and disciplinary action will be taken as appropriate.

~~T.~~R. Preservation of Resources: District Technology Resources~~Computer resources~~ are limited. (X) Because space on disk drives and bandwidth across the wires that ~~lines which~~ connect ~~the~~ District Technology Resources ~~'s Ed Tech~~ (both internally and externally) are limited, neither programs nor information may be stored on the system without the permission of the ____building principal_____. **[NOTE; END OF OPTION]** Each staff member is permitted reasonable space to store e-mail, web, and personal school/work related files. The Board reserves the right to require the purging of files in order to regain disk space.

(X) Staff members are **(X) required ( ) encouraged** to limit student exposure to commercial advertising and product promotion when selecting/developing the District or classroom websites/services/apps or giving other assignments that utilize the Internet. Under all circumstances, staff members must comply with COPPA.

1. Websites with extensive commercial advertising may be included on the District or classroom websites/services/apps or designated as a required or recommended site only if there is a compelling educational reason for such selection.

2. Staff members may make use of high-quality, unbiased online educational materials that have been produced with corporate sponsorship. Staff members may not make use of educational materials that have been developed primarily for the purpose of promoting a company and/or its products or services.

Abuse of Network Resources

Peer-to-peer file sharing, mass mailings, downloading of unauthorized games, videos, and music are wasteful of limited network resources and are forbidden. In addition, the acquisition and sharing of copyrighted materials is illegal and unethical.

Unauthorized Printing

District printers may only be used to print school/work-related documents. Printers, like other school resources, are to be used in a responsible manner. Ink cartridges and paper, along with printer repairs and replacement are very expensive. The District monitors printing by user. Print jobs deemed excessive and abusive of this privilege may result in charges being assessed to the staff member.

Any questions and concerns regarding these guidelines may be directed to _____.

P.L. 106-554, Children's Internet Protection Act of 2000
47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)
20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965, as amended (2003)
18 U.S.C. 1460
18 U.S.C. 2246
18 U.S.C. 2256A
20 U.S.C. 677, 9134 (2003)

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REVISED GUIDELINE - TECHNOLOGY UPDATE –PHASE III

PROPER USE OF DISTRICT-ISSUED E-MAIL ACCOUNT

Depending on the content of an e-mail message, it may be a public record or an ~~educational~~ education record that needs to be maintained by the District in accordance with Policy 8310 – Public Records or Policy 8330 – Student Records, and made available for inspection and/or copying upon request by a member of the public, or a parent or student age eighteen (18) or older. In addition, an e-mail may constitute electronically stored information (ESI) that is subject to a ~~L~~litigation ~~H~~hold pursuant to Policy 8315 – Information Management. The following procedures are established so that the District's e-mail and Internet capabilities are not compromised, and e-mail messages are maintained in accordance with State and Federal law.

OPERATIONAL CONSIDERATIONS:

A. Types of E-Mail Prohibited

1. General Rule: Do not put anything in an e-mail that you would not put on School District letterhead.

(X) Do not send e-mails of ____25___ ~~[ex. 10]~~ mb or more. (For example, this would most likely be the following: multiple attachments on one (1) e-mail, pictures, Powerpoint presentations, Adobe files, jpg images, etc.)

( ) ~~Do not use the District's e-mail system to send announcements such as the following:~~

( ) ~~parties,~~

( ) ~~retirements,~~

( ) ~~deaths, or~~

( ) ~~items for sale~~

( ) ~~_____~~

~~( )~~ ~~Such items may be posted on _____ **[District's Intranet – give specific location; e.g., General Staff Bulletin Board]**.~~

(X) Do not forward or start e-mails with the following:

(X) jokes,

( ) ~~pictures, or~~

(X) similar fun forwards intended to amuse the reader

~~( )~~ ~~_____~~

(X) Do not subscribe to the following through your District e-mail account:

(X) daily jokes,

(X) daily horoscopes,

(X) daily recipes,

(X) vacation information, or

(X) similar items of information or amusement.

(X) _Coupons_____

Please use your own personal e-mail account for such items.

(X) Do not respond to chain letters via your District e-mail account. These letters often come from outside sources, which increase the risk of e-mail based virus infection. Such e-mails multiply exponentially, and cost the District in terms of time, money and resources.

(X) Do not use your District e-mail account to communicate with friends and family throughout the work day, except in case of

emergency and when they cannot be reached by telephone.

B. Proper Use of the Distribution Lists in the District's Global Address Book

1. When using a District-wide or building-wide distribution list, all members of that group should be intended targets. **Distribution lists are only to be used when it is necessary to convey information to <u>every member</u> of a group.** This includes all distribution lists.

2. It is your responsibility to know to whom your information will be sent if you choose to utilize a District-wide or building-wide distribution list. ~~Descriptions of the groups are located on the District's Intranet at _____ **[provide web address]**.~~

C. ~~Use of Rule Generated Messages~~

~~If you are going to activate "out of the office" rules on your District e-mail account, you must follow the directions on the District Intranet at _____ **[provide web address]. ( )** If you fail to follow the directions and that failure results in an Internet e-mail loop, you will be subject to possible suspension of e-mail privileges and/or discipline in accordance with Board policy.~~

~~D. High Priority Messages~~

~~1. High-priority e-mails are only to be used in EMERGENCY situations! Other use is not permissible.~~

~~2. BE AWARE that marking your e-mails high priority to create the "red" envelope just increases the load on the District's e-mail server and stops all other processes while the message is being delivered. If you want your e-mail envelope to be a different color, choose low priority and it will create a _____ (insert color of envelope) envelope.~~

~~E~~D. Signature Blocks

1. E-mail messages from employees must contain the following signature block:

   Employee's Name

   Position/Title

   Building; Address; Phone Number

   CONFIDENTIALITY/PRIVACY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and/or privileged information~~, including, but not limited to, student personally identifiable information~~ as defined by State and Federal laws. ~~Such information is intended only for the use of the individual or entity named above.~~ If you are not the intended recipient or an agent of the intended recipient, you are hereby notified that you received this message in error and any review, disclosure, copying, printing, distribution, dissemination, or the taking of any action in reliance on the contents of the information contained herein is strictly prohibited. If you ~~receive~~ received this e-mail message in error, please ~~immediately~~ notify ~~me~~ the sender by return e-mail **(X)** ~~by~~ telephone at 330-336-3571_____, and immediately and permanently ~~to arrange for the return of the original document to me. Please also~~ delete the ~~message~~ original from your computer and destroy all copies of this communication. Thank you.

   PLEASE NOTE: This e-mail message, and any response to it, **( )** may **(X)** shall be archived for later retrieval and is subject to retention, disclosure, and disposal in accordance with Board Policy and State law.

2. Employees' signature blocks may not include quotes, regardless of the source (e.g., no quotes from famous historical figures, Biblical figures, or anyone else).

PUBLIC RECORD CONSIDERATIONS:*

E-mail messages that are kept by the District and that serve to document the organization, functions, policies, decisions, procedures, operations, or other activities of the District are public records, unless they meet one of the statutory exceptions, and must be maintained in accordance with the Board's Records Retention Policy and made available for inspection and/or copying by the public. The length of retention of an e-mail message is dependent upon its content and the purpose it serves. The content, transactional information, and any attachments associated with an e-mail message are considered a record if they meet the statutory criteria.

For the purposes of this guideline, there are four (4) categories of e-mail retention: non-record messages, transitory messages, intermediate messages, and permanent messages.

A. Categories of E-mail

1. **Non-Record Materials**

E-mail messages that do not meet the criteria of the Ohio Revised Code definition of a public record may be deleted at any time, unless they become part of some official record as a result of special circumstances or must be preserved pursuant to Policy 8315 – "Information Management" and AG 8315 – "Litigation Hold Procedure." These types of messages may include:

a. *Personal Correspondence*

Any e-mail not received or created in the course of District business, may be deleted immediately, since it is not an official record: the "Let's do lunch" (not a District-business lunch) or "Can I catch a ride home" type of note.

b. *Non-District Publications*

Publications, promotional material from vendors, and similar materials that are "publicly available" to anyone, are not official records unless specifically incorporated into other official records. In the electronic world, this includes listserv messages (other than those you post in your official capacity), unsolicited promotional material ("spam"), files copied or downloaded from Internet sites, etc.

These items may be immediately deleted, or maintained in a "Non-Record" mail box and deleted later, just as you might trash the unwanted publication or promotional flyer.

However, for example, if you justify the purchase of a "Zippo Filing System" by incorporating the reviews you saved (from the "Files R Us Listserv") in your proposal to your supervisor, those listserv messages become official records and must be retained in accordance with the retention schedule for purchasing proposals.

2. **Official Records – Retain As Required**

E-mail messages that meet the definition of a public record in the Ohio Revised Code are official records and must be scheduled, retained and disposed of as such. These official records fall into the following categories:

a. *Transient Retention*

Much of the communication sent via e-mail has a very limited administrative value. For instance, an e-mail message notifying employees of an upcoming meeting would only have value until the meeting has been attended or the employee receiving the message has marked the date and time in his/her calendar.

Transitory messages do not set policy, establish guidelines or procedures, certify a transaction or become a receipt. The informal tone of transitory messages might be compared to a communication that might take place during a telephone conversation or conversation in an office hallway. Transient documents include telephone messages, drafts and other limited documents that serve to convey information of temporary importance in lieu of oral communication. Transient documents should be retained in accordance with the Board's Records Retention Policy and the Board's Information Management Policy

b. *Intermediate Retention*

E-mail messages that have more significant administrative, legal and/or fiscal value but are not scheduled as transient or permanent should be categorized under other appropriate record series. These may include (but are not limited to):

1) General Correspondence: Includes internal correspondence (letters, memos); also, correspondence from various individuals, companies, and organizations requesting information pertaining to the District and legal interpretations and other miscellaneous inquiries. This correspondence is informative (it does not attempt to influence Board/District policy).

Retention: (See Records Retention Policy; ex. one (1) year, then destroy).

2) Routine Correspondence: Referral letters, requests for routine information, or publications provided to the District, which are answered by standard form letters.

   Retention: (See Records Retention Policy; ex. six (6) months, then destroy.)

3) Monthly and Weekly Reports: Document status of on-going projects and issues; advise supervisors of various events and issues.

   Retention: (See Records Retention Policy and Information Management Policy).

4) Minutes of Staff Meetings: Minutes and supporting records documenting internal policy decisions.

   Retention: (See Records Retention Policy and Information Management Policy).

c. *Permanent Retention*

E-mail messages that have significant administrative, legal and/or fiscal value and are scheduled as permanent also should be categorized under the appropriate record series. These may include (but are not limited to):

1) Executive Correspondence: Correspondence from the Superintendent, Treasurer, or other administrator that deals with significant aspects of the administration of their offices/buildings. Correspondence includes information concerning Board/District policies/guidelines, program, fiscal and personnel matters.

Retention: (See Records Retention Policy; and Information Management Policy).

2) Departmental/Building Policies and Procedures: Includes published reports, unpublished substantive reports and policy studies.

Retention: (See Records Retention Policy and Information Policy).

Not all e-mail messages will fall into these record series. For more suggested retention periods, consult the Board's Records Retention Policy.

B. Mailbox Management

Guidelines and Best Practices for Managing E-Mail

1. Record Copy E-Mail

E-mail users should be aware that e-mail messages are often widely distributed to a number of recipients. Determining which individual maintains the record copy of the message, i.e., the original message that must be retained per the retention schedule, is vital to e-mail management. If the holder of the record copy is not identified and aware of his/her responsibility, the District may find that no one retains the message or that everyone retains the message. Neither of these scenarios is appropriate.

For example, Board/District policy/guidelines documents that are transmitted to multiple recipients via an e-mail system need not be maintained by each recipient beyond his/her need for this information if record copy responsibility is established so that the record is maintained by some office, employee or agent for its established retention period. In this example, a logical record copy responsibility rests with the creator or original distributor of the policy/guideline document. Prompt deletion of duplicate copies of e-mail messages from an e-mail system makes the system as a whole much easier to manage and reduces disk space consumed by redundant information.

Generally speaking, the individual who sends an e-mail message should maintain the record copy of the message. However, the varied uses and wide distribution of e-mail may result in many exceptions to this rule that will have to be dealt with internally.

2. Filing

   Non-transitory e-mail messages should be filed in a way that enhances their accessibility and that facilitates records management tasks. The IT staff will advise users on the set up or modifying of e-mail systems to facilitate records management and appropriate filing systems. Procedures and systems configurations may vary according to the building's/users' needs and the particular hardware and software in use.

   In addition to the IN and OUT boxes that come with your mail account, you usually have the option of creating other "mailboxes" or "folders". After brief periods in your IN-OUT boxes, messages should be transferred to other boxes, based on business and retention requirements.

   Employees should be responsible for classifying messages they send or receive according to content, the District's folder/directory structure, and established records series.

3. Distribution Lists

   If you send to a "distribution list" (not a listserv, but a specified list of individuals), you must also keep a copy of the members of that list for as long as you are required to keep the message itself. It is of little value to know that the "Security Alert!" notice went to "Building Principals", without knowing whether Arnold S. received the message. Nicknames present a similar problem.

4. Subject Lines

Fill in the subject line on your e-mail both to help your recipient identify and file messages, and to help you file your OUT box messages that must be retained for some period. Subject lines should be as descriptive as possible.

The following are some examples of poor and good subject lines for the same message:

Poor, confusing subject lines	Better, descriptive subject lines
"helpful info"	"contact info"
"report"	"quarterly financial report"
"minutes"	"Jan ~~99~~ 2016 Board minutes"
"important"	"revised admin. procedures"
"today?"	"lunch plans today?"
"news"	"new agency head appointed"

*This Section has been adopted from the Ohio Electronic Records Committee's publication entitled "Managing Electronic Mail – Guidelines for State of Ohio Executive Agencies".

See: http:// ~~http://www.ohiohistory.org/ohiojunction/erc/email/emailguidelines.html~~ ohioerc.org/wp-content/uploads/2014/09/eMAILguidelines1.pdf [accessed 7/1/2016]

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~~C. Mailbox Maintenance and Cleanup~~

~~1. Each e-mail user is responsible for keeping his/her e-mail account at a manageable size.~~

~~2.( ) The maximum permissible total storage size for each user shall be _____.~~

~~3. If you do not maintain your mailbox and permit its size to grow beyond the recommended levels, your mailbox could become corrupt. The District's staff is not responsible if the mailbox cannot be recovered do to lack of user maintenance.~~

~~4. Your District e-mail account is not meant to be a storage folder. Before developing your personal mailbox maintenance and cleanup procedure, you must review the District's Public Records Policy, Information Management Policy, and any accompanying administrative guidelines to these policies. Any questions regarding these policies should be directed to the Superintendent.~~

~~5. If you want to retain all e-mail items with your work records, you must implement a storage solution outside your e-mail account. Such records shall continue to be the Board's property and may not be removed from the Board's premises for any reasons. **( )** Solutions are available to you on the District Intranet at _____ **[provide web address]**.~~

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NEW GUIDELINE - TECHNOLOGY UPDATE – PHASE III

STUDENTS' PROPER USE OF DISTRICT-ISSUED E-MAIL ACCOUNT

Students assigned a school e-mail account are required to utilize it for all school-related electronic communications, including those to staff members and individuals and/or organizations outside the District with whom they are communicating for school-related projects and assignments. Further, as directed and authorized by their teachers, students shall use their school-assigned e-mail account when signing-up/registering for access to various online educational services, including mobile applications/apps that will be utilized by the student for educational purposes. All use of their District-issued e-mail account must be for educational/school-related purposes. **(X)** Use of a District-issued e-mail account for personal purposes is prohibited.

E-mail sent through the District's network and using the District's e-mail system/provider may be retained indefinitely and is subject to monitoring as set forth in Board Policy 7540.03.

The following procedures are established so that the District's e-mail and Internet capabilities are not compromised, and e-mail messages are maintained in accordance with State and Federal law.

OPERATIONAL CONSIDERATIONS:

A. Types of E-Mail Prohibited

1. General Rule: Do not put anything in an e-mail that you would not want seen on the front-page of the local newspaper.

(X) Do not send e-mails of _25_____ ~~[ex. 10]~~ mb or more. (For example, this would most likely be the following: multiple attachments on one (1) e-mail, pictures, Powerpoint presentations, Adobe files, jpg images, etc.)

~~( )~~ ~~Do not use the District's e-mail system to send announcements such as the following:~~

~~( ) parties~~

~~( )~~ ~~items for sale~~

~~( )~~ ~~_____~~

~~( )~~ ~~Such items may be posted on _____~~ ~~**[District's Intranet – give specific location; e.g., General Staff Bulletin Board]**~~.

(X) Do not forward or start e-mails with the following:

(X) jokes

( ) ~~pictures~~

(X) similar fun forwards intended to amuse the reader

( ) _____

(X) Do not subscribe to the following through your District e-mail account:

(X) daily jokes

(X-) daily horoscopes

(-X) daily recipes

(X) vacation information

(X) similar items of information or amusement.

~~( )~~ _____

Please use your own personal e-mail account for such items.

(X) Do not respond to chain letters via your District e-mail account. These letters often come from outside sources, which increase the risk of e-mail based virus infection. Such e-mails multiply exponentially, and cost the District in terms of time, money and resources.

(X) Do not use your District e-mail account to communicate with friends and family throughout the school day, except in case of emergency and when they cannot be reached by telephone.

B. Proper Use of the Distribution Lists in the District's Global Address Book

1. Generally, students should address their e-mails to a specific person(s).

2. When using a class/club/athletic team/organization-wide distribution list, all members of the class/club/athletic team/organization should be intended targets. **Distribution lists are only to be used when it is necessary to convey information to every member of a group.** This includes all distribution lists.

3. It is your responsibility to know to whom your information will be sent if you choose to utilize a class/club/athletic team/organization-wide distribution list. ~~Descriptions of the groups are located on the District's Intranet at _____ **[provide web address]**.~~

C. Signature Blocks

E-mail messages from students must contain the following signature block:

Student's Name

Grade

Building

NOTICE: This e-mail message is from a student in ____the Wadsworth City_____ School District (District) and it is intended for educationally-related purposes only. If you are not the intended recipient, you are hereby notified that you received this message in error and any review, disclosure, copying, printing, distribution, dissemination, or the taking of any action in reliance on the contents of the information contained herein is strictly prohibited. If you received this e-mail message in error, please notify the sender by return e-mail, and immediately and permanently delete the original from your computer and destroy all copies of this communication. Thank you.

Additionally, this e-mail message, and any response to it, ~~**( ) may**~~ **(X)** shall be archived for later retrieval. Further, the District reserves the right to monitor all e-mail transmitted through its e-mail system and the individual student has no expectation of privacy of e-mails sent or received. Lastly, the student's e-mails are subject to retention, disclosure, and disposal in accordance with Board Policy and State law.

E. Mailbox Management/Maintenance/Cleanup

1. Subject Lines

Fill in the subject line on your e-mail both to help your recipient identify the purpose of the message. Subject lines should be as descriptive as possible.

The following are some examples of poor and good subject lines for the same message:

Poor, confusing subject lines	Better, descriptive subject lines
"helpful info"`	"contact info"
"report"	"English paper re: _____"
"help"	"Can we meet to discuss tomorrow's test"
"important"	"Today's meeting of the Chess Club is canceled"
"today?"	"Do you want to sit together at lunch today?"
"news"	"English exam rescheduled until next week"

~~2. Each e-mail user is responsible for keeping his/her e-mail account at a manageable size.~~

~~(-) The maximum permissible total storage size for each user shall be _____.~~

~~4. If you do not maintain your mailbox and permit its size to grow beyond the recommended levels, your mailbox could become corrupt. The District's staff is not responsible if the mailbox cannot be recovered do to lack of user maintenance.~~

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~~5. Your District e-mail account is not meant to be a storage folder.~~

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guidelines

STUDENT RECORDS

Student records shall be maintained in accordance with Board of Education Policy 8330 and State/Federal laws and regulations.

The student record is the legal record for each student who is or has attended schools within the District. All information contained in the student record must be factual, verifiable and of a constructive nature. The Board shall collect, maintain and use only information necessary for legally mandated District functions.

Education Records, as defined in 34 C.F.R. 99.3 (Family Educational Rights and Privacy Act), means those records, files, documents, and other materials that are: (1) directly related to a student; and (2) maintained by the Board or by a party acting for the Board. "Record" means any information recorded in any way, including, but not limited to: handwriting; print; computer media; tape; film; microfilm and microfiche.

Student "personally identifiable information" includes, but is not limited to: the student's name; the name of the student's parent(s) 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 term, Education Records, does not include:

A. records of instructional, supervisory, and administrative personnel and educational personnel ancillary thereto that are:

1. kept in the sole possession of the maker thereof; and

2. used only as a personal memory aid; and

3. not accessible or revealed to any other person except a temporary substitute for the maker of the record;

   For the purpose of this definition, a "substitute means an individual who performs on a temporary basis the duties of the individual who made the record, and does not refer to an individual who permanently succeeds the maker of the record in his/her position."

B. records maintained by a law enforcement unit (e.g., School Resource Officer) of the School District that were created by that law enforcement unit for the purpose of law enforcement;

C. records relating to an individual who is employed by the Board, that:

1. are made and maintained in the normal course of business;

2. relate exclusively to the individual in that individual's capacity as an employee; and

3. are not available for use for any other purpose;

Records, however, relating to an individual at the District who is employed as a result of his/her status as a student are education records.

D. records on a student who is eighteen (18) years of age or older, or is attending an institution of postsecondary education, that are:

1. made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his/her professional capacity, or assisting in a paraprofessional capacity; and

2. made, maintained, or used only in connection with treatment of the student; and

3. disclosed only to individuals providing the treatment (except, that the records can be personally reviewed by a physician or other appropriate professional of the student's choice). For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at the educational agency or institution;

E. records created or received by the Board after an individual is no longer a student in attendance and that are not directly related to the individual's attendance as a student (e.g. information pertaining to the accomplishments of alumni);

F. grades on peer-graded papers before they are collected and recorded by a teacher.

The student's school record shall contain the following information that shall be retained permanently or for one hundred years:

A. name, address, and telephone listing of parent (see Form 8330 F1);

B. enrollment data to include validated birth record, proof of residency, immunization records and social security number or computer number;

C. attendance records;

D. grades and/or transcripts;

E. standardized and/or mandated achievement test data, including proficiency/diagnostic assessment/achievement test records that include the date each student meets the proficient level for the test administered; and

F. date of graduation and/or transfer or withdrawal.

guidelines

The student's education records shall contain, if applicable to the individual, the following information, to be retained for the period of time designated in the schedule of records retention, AG 8310A:

A. health and medical information;

B. court order on parental rights and responsibilities and/or custodial or guardianship arrangements, including any court orders regulating access of a parent to school records;

C. awards and recognitions;

D. reports and such other confidential information generated by professionals or agencies outside the District relevant to the student's educational program; and

E. such other verifiable, factual and relevant information to be used in making decisions regarding the student's educational program, including disciplinary records.

Whenever the District is notified by a law enforcement agency that a missing child report has been filed regarding a student who is currently, or was previously, enrolled in the District, the staff member in charge of admission shall mark that student's records in such a manner that whenever a copy of or information regarding the records is requested, any school official responding to the request is alerted to the fact that the records are those of a missing child. Thereafter, if the District receives a request for a copy of or information regarding the missing student's records, the staff member in charge of admission immediately shall report the request to the law enforcement agency that notified the school that the student is a missing child. When responding to the request for a copy of or information from the missing student's records, the staff member in charge of admission shall do so in such a way that the receiving district or school is unable to discern that the student's records are marked as identifying the student as a missing child.

The District shall retain the mark in the student's records until notified that the student is no longer a missing child. Upon notification by a law enforcement agency that a student is no longer a missing child, the staff member in charge of admission shall remove the mark from the student's records in such a way that if the records are forwarded in the future to another district or school, the receiving district or school will be unable to discern that the records were ever marked.

guidelines

Whenever the District is notified by the Ohio Department of Job and Family Services (ODJFS) and/or applicable custodial agency that a student has been placed into foster care or has a change in his/her foster care status or living arrangements, the staff member in charge of admission shall update that student's records to reflect the foster care placement or change in foster care status or living arrangements. The student's records shall be updated within twenty-four hours (24) of receiving notification from ODJFS or the applicable custodial agency.

The District will dispose of student education records in groups based on the student's date of birth. Prior to disposing of student educational records, the District shall make reasonable attempts to contact students by:

A. posting a notice regarding the intent to dispose of student education records on the District's website for a period of thirty (30) days; or

B. posting a notice regarding the intent to dispose of student education records in the "Legal Notices" section of a newspaper of general circulation in the District;

The notice will be posted in the newspaper of general circulation at least twice over a period of thirty (30) days.

The District shall not destroy any student education record if there is an outstanding request to inspect and review the record.

Once the student either consents in writing to the disposal of the school record or fails to respond to the District's notices, an application for one (1) time records disposal will be made to the local records commission in accordance with AG 8310A. Upon approval of the disposal, the application will be sent to the Ohio History Connection and the Auditor of State, respectively, for review and approval. It is understood, however, that the Ohio History Connection may not view or select for its custody records that contain a student's personally identifiable information, without the written consent of the student (if s/he is eighteen (18) years of age) or his/her parents.

guidelines

Disposal of Records of Students with Disabilities (or Disabled Students)

If a student is identified as a student with a disability under the Individuals with Disabilities Education Improvement Act ("IDEIA") or Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Custodian of Records (COR) shall:

A. maintain the student's education records, which includes those records identified on page three (3) of this guideline and information and/or data relevant to the identification, evaluation and/or placement of students in accordance with the IDEIA, Section 504, or other applicable State law and regulations, for five (5) years after termination of special education programs, services, and/or graduation; and

B. only destroy such education records after notifying the parents/eligible students that the information is no longer needed to provide educational services and will be destroyed.

The COR should remind them that the records may be needed by the student or the parents for Social Security benefits or other purposes (see Form 8330 F8).

The applicable school record on a disabled student shall be retained permanently in the same manner as the school record for a non-disabled student.

Responsibility

The COR shall be the building principal who may delegate certain responsibilities to the school secretary. The COR is responsible for maintaining the confidentiality of directory information, if the parents or eligible student have so requested, and other personally identifiable information in the education records. The COR is responsible for the implementation of this Board's policies and procedures regarding confidentiality, including informing all personnel in this District who collect, maintain, use or otherwise have access to student records of this Board's policies and procedures on confidentiality.

guidelines

The District's Records Officer (DRO) shall prepare an annual notice to parents/eligible students that informs them of their rights to (see Form 8330 F9):

A. inspect and review the student's education records;

B. request amendment to the records if the parent or eligible student believes the information to be inaccurate, misleading, or otherwise in violation of the student's privacy rights;

C. limit the disclosure of personally identifiable information defined as directory information within Policy 8330 or to such other disclosures not required by law;

D. request a hearing if the Board refuses to amend records believed by the parent or eligible student to be misleading or inaccurate and to file a complaint with the United States Department of Education if the parent/eligible student is dissatisfied with the results of the hearing;

E. obtain a copy of the Board's policy on student records.

The notice may be in the form of a section of the District's newsletter and/or the student handbooks (see Form 8330 F9).

Ongoing Maintenance of Records

A. Public Listing of Authorized Employees (see Form 8330 F2)

1. Each COR shall maintain a current listing of those employees and other persons, approved by the DRO, authorized to access personally-identifiable information housed at the location specified.

2. Each COR shall post and maintain the listing for public inspection at his/her respective location.

guidelines

B. Types and Location of Records

1. The DRO shall prepare a listing of the types and locations of records collected, maintained, or used by the District, and the name of the COR at each location.

   The list shall be provided to parents/eligible students upon request.

2. Education records shall be stored in secured facilities and/or equipment, and shall be available only to those specified in policy or these guidelines. Reasonable and appropriate methods (including but not limited to physical and/or technological access controls) shall be 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 COR is directed to utilize reasonable methods to identify and authenticate the identity of parents, students, school officials and any other parties to whom the District discloses personally identifiable information from education records.

C. Consent to Disclose Information (see Form 8330 F4 and Form 8330 F8)

1. Whenever there is a request for a copy of information from a student's record, the COR shall obtain written and dated consent, prior to disclosure of records, from parents/eligible students, that includes:

   a. the records that may be disclosed;

   b. the purpose for which the disclosure may be made;

   c. the party or class of parties to whom the disclosure may be made;

d. whether or not the parents/eligible students wish to have a copy of the records disclosed and/or, if the student is not an eligible student, whether the Board should provide that student with a copy of the disclosed record.

Signed permission should be obtained from eligible students prior to allowing their parents access to the records, provided the student is not considered a dependent under Section 152 of the Internal Revenue Code.

2. Prior consent will not be needed if:

a. the disclosure is to school officials, including teachers, who have a legitimate educational interest (as defined by Board policy) in the information;

In order for a contractor, consultant, volunteer or other party to whom the Board has outsourced institutional services or functions to be considered a school official, the outside party must:

1) perform an institutional service or function for which the Board would otherwise use employees;

2) be under the direct control of the Board with respect to the use and maintenance of education records; and

3) be subject to applicable provisions governing the use and re-disclosure of personally identifiable information from education records;

b. the disclosure is to another school, school district, or postsecondary institution, as stated in Board policy;

c. the disclosure is, subject to the conditions set forth in applicable Federal and/or State statutes and/or regulations, to authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the United States Secretary of Education, or State and local educational authorities;

d. the disclosure is in connection with a student's application for or receipt of financial aid; (See section below entitled: "Disclosure for Student Financial Aid");

e. the disclosure is to organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction;

Disclosures pursuant to this paragraph are limited to circumstances when the study is conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the organization that have legitimate interests in the information; the information is destroyed when no longer needed for the purposes for which the study was conducted; and the Board enters into a written agreement with the organization that contains all the content required by applicable Federal regulations.

This written agreement will 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.

f. the disclosure is to authorized representatives of the Comptroller General, the Attorney General, the Secretary of Education, or State and local authorities, and is made for the purpose of conducting an audit or evaluation of a Federal or State supported education program, or to enforce or comply with Federal requirements relating to those programs;

A written agreement between the parties is also required under this exception. Mandatory elements of this written agreement 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; 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.

Pursuant to 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.

g. the disclosure is to accrediting organizations to carry out their accrediting functions;

h. the disclosure is to parents of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1986;

i. the disclosure is to comply with a judicial order or lawfully issued subpoenas;

Disclosures permitted by this paragraph may only occur after the Board makes a reasonable effort to notify the parent or eligible student of the order or subpoena, so the parent or eligible student may seek protective action, unless the disclosure is authorized by applicable Federal regulations. The Board need not notify the parent when the parent is a party to a court proceeding involving child abuse and neglect (as defined in Section 3 of the Child Abuse Prevention and Treatment Act) or dependency matters, and the order is issued in the context of that proceeding. Additionally, if the Board initiates legal action against a parent or student, the Board may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the Board to proceed with the legal action as plaintiff. Likewise, if a parent or student initiates legal action against the Board, the Board may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the Board to defend itself.

j. the disclosure is in connection with a health or safety emergency; (See section below entitled: "Emergency Release");

k. the disclosure is information the Board has designated as "directory information";

l. the disclosure is to the parent of a student who is not an eligible student, or to the student;

m. the disclosure concerns sex offenders and other individuals required to register under Section 170101 of the Violent Crime Control and Law Enforcement Act of 1994, and the information was provided to the Board pursuant to that law and its implementing regulations;

n. the disclosure concerns the juvenile justice system and its ability to serve, prior to adjudication, the student whose records are released, provided the officials to whom the records are released certify, in writing, to the District that the information will not be released to a third party, except as provided by State law, without the prior written consent of the parents;

o. the disclosure is to an agency caseworker or other representative of a state or local child welfare agency, or tribal organization as defined in Federal law, who has the right to access a student's case plan as determined by the agency or organization, when such agency or organization is legally responsible for the care and protection of the student provided the education records and personally identifiable information will not be unlawfully released to third parties;

The agency or organization may release the education records and personally identifiable information to an individual or entity engaged in addressing the student's education needs and authorized by the agency or organization to receive such disclosure and such disclosure is consistent with state or tribal laws applicable to protecting the confidentiality of a student's education records.

p. the disclosure is authorized by other sections of State or Federal laws and regulations.

3. De-identified Records and Information – The District may release education records without prior consent if all personally identifiable information has been removed provided the administration (i.e., the DRO and COR) have made a reasonable determination that a student's identity is not personally identifiable, whether through single or multiple releases, and taking into account other reasonably available information.

4. No person shall release to a parent of a student who is not the residential parent or any other person any information about the school to which the student has transferred or that would enable the parent who is not the residential parent to locate the student if the school to which the student has transferred informs this District that the student is under the care of a shelter for victims of domestic violence as defined in R.C. 3113.33.

Parents: Disclosure, Inspection, Review of Records

The COR shall permit parents/eligible students, upon request, to retrieve information from and to inspect and review, records that are maintained by the District that relate to the student's education. The following conditions shall apply:

A. At times, agencies or individuals outside the District provide the District with information necessary and relevant to the student's education. Confidential information that is in a student's record from an outside professional or agency may be released to or accessed by the parent through the originator. Such information may be provided to the District only with the written consent of the parent. Upon parental request the Board will notify the parent with the date and source of any record generated outside the District so that parents may access these records through the originator.

B. If any education record includes information on more than one (1) student, the parents/eligible student shall have the right to review and inspect only the part of the record that relates to the student, or to be informed of that specific information.

C. The request for access to records must be honored within a reasonable period, but in no case later than forty-five (45) days from receipt of the request. Requests to inspect and review education records that are collected, maintained or used by the District with respect to students with disabilities must be honored without unnecessary delay, and before any meeting regarding an individualized educational program (IEP), hearing relating to the identification, evaluation, or placement of the student, or resolution session, and in no case more than forty-five (45) days after the request was made.

D. The parents/eligible students have a right to have their representative inspect and review the records upon submission of a signed and dated written consent that:

1. specifies the records that may be disclosed;

2. states the purpose of disclosure;

3. identifies the party or class of parties to whom the disclosure may be made.

E. The Board shall presume that either parent has the authority to disclose, inspect, and review the student's records unless a court order indicates otherwise or unless otherwise prohibited by law.

If the parents/eligible students request an opportunity to inspect and review records, a written request is necessary.

F. The parents/eligible students are to complete the Board's Request for Information Form 8330 F5 prior to receiving copies of any record.

The COR shall arrange a mutually-agreeable time for the review with the parents/eligible students.

G. Subject to the limitations within the law, policy, and/or guidelines, the COR shall provide parents/eligible students with copies of any information in the student's education records and shall respond to reasonable requests for explanation and interpretation of the records. Copies of the records shall be provided for the current cost of duplication unless that fee effectively prevents the parents/eligible students from exercising the right to inspect and review the records.

H. If the parents/eligible students request disclosure of specific information by telephone, the COR shall not disclose requested information.

I. The District shall not destroy any education record if there is an outstanding request to inspect and review the record.

Third Party: Disclosure, Inspection/Review, and/or Copies of Records

When authorized the COR shall permit inspection and review of a student's education records, disclose specified information, or provide copies of education records only after the requesting party has agreed not to share the information with a third party unless the parents/eligible students have so consented or the particular circumstances meet the requirements of Federal law on third-party disclosure.

Amendments of Records (see Form 8330 F6a, Form 8330 F6b, and Form 8330 F6c)

The COR shall provide parents/eligible students with the opportunity to amend records when they believe that any of the information regarding their student is inaccurate, misleading, or violates the student's privacy.

A. Upon receipt of a written request to amend records, the COR shall ascertain the specific information that is requested to be amended and the reason for the change.

The COR shall decide whether or not to amend the record.

If the COR decides not to amend, the parents/eligible students shall be so informed of the decision as well as of their rights to a hearing.

B. If the parents/eligible students request a Records Hearing, the Superintendent shall:

1. select the Records Hearing Officer (RHO) (who may be an official of the District who does not have a direct interest in the outcome of the hearing);

2. direct the person selected as the RHO to arrange a hearing with the parents/eligible students within ten (10) business days from the date of the hearing request or at a mutually agreed time and place.

The RHO shall inform the parents/eligible students that they shall be afforded a full and fair opportunity to present evidence relevant to the issues and may be assisted or represented by individuals of their choice, including an attorney, at their own expense.

The RHO is responsible for maintaining the student's record during the appeal process so that no information is lost or destroyed during the appeal process.

C. The RHO shall conduct the hearing by:

1. introducing the participants;

2. reviewing the agenda for the hearing;

3. identifying the records in question;

4. reviewing the items for which amendment is being requested;

5. allowing the parents/eligible students and/or their representative to present evidence related to the issues;

6. allowing the Board's representative to present evidence related to the issues;

7. recording the evidence presented by both parties;

8. allowing each party a reasonable period of time to question the evidence of the other party;

9. adjourning the hearing.

D. No later than ten (10) business days from the conclusion of the records hearing, the RHO shall summarize and send a copy of the findings to the Superintendent (see Form 8330 F7).

E. The Superintendent, within ten (10) business days after receiving the findings of the RHO, shall make a decision, based solely upon the evidence presented at the hearing, and send to the parents/eligible students:

1. a letter stating the decision and the justification for the decision;

2. a copy of the RHO Report;

3. copies of the amended records, if any;

4. a notification of the right to place a statement in the record commenting on the contested information or stating why s/he disagrees with the decision.

F. If the Board and parents/eligible students agree to the necessary amendments, the COR shall make necessary changes in the student record and send the parents/eligible students written confirmation that the changes have been made.

G. If as a result of the hearing, the Board decides not to amend the record, the parents/eligible students have the right to place a statement in the record commenting on the contested information in the records and/or stating they disagree with the decision of the RHO. Such a statement shall be maintained with the contested part of the records as long as the records exist and shall be disclosed as part of any record disclosure.

H. Unless specified otherwise in law, third parties seeking to access confidential information in a student's record that has been generated by a professional or agency outside the District may access these records only through the originator and in compliance with the laws governing disclosure.

Emergency Release

The COR may release any personally-identifiable information (without parent's/eligible student's consent) to appropriate parties, including parents of eligible students, in connection with a health/safety emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.

Upon receipt of a request for emergency information, the COR shall consider the totality of the circumstances pertaining to a threat to the health or safety of others. If the COR determines that an articulable and significant threat exists, s/he may release information from education records to any necessary individuals. If the COR or another school official releases personally identifiable information pursuant to this Section, s/he must record in the student's education records the basis for the decision that a health or safety emergency existed.

TRANSFER OF RECORDS TO PRIVATE SCHOOLS, OTHER SCHOOL DISTRICTS, JUVENILE DETENTION FACILITIES, AND JUVENILE COURTS

Transfer of student records, including disciplinary records regarding suspensions and expulsions, must be within fourteen (14) days of request and shall not be withheld from the school for a student's failure to pay any fees, fines, or charges imposed by this District.

guidelines

The COR shall transfer a student's records to another school when requested by the private or public school or school district in which the student is enrolled, seeks or intends to enroll, or is instructed to enroll, on a full-time or part-time basis, provided that:

A. 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 students; or 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);

B. the parent or eligible student, upon request, receives a copy of the record; and

C. the parent or eligible student, upon request, has an opportunity for a hearing to challenge the content of the record.

The COR shall transfer a student's records when requested by a juvenile detention facility in which the student has been placed or a juvenile court that has taken jurisdiction of the student.

The COR shall transfer a student records 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.

A copy of the cover letter sent to the requesting private school, public school district, juvenile detention facility, or juvenile court shall be retained in the student's file.

If parents/eligible students request a copy of the records being transferred, they shall be provided at the District's standard fee.

If a student is under the care of a shelter for victims of domestic violence, release of information is limited by law.

If the District receives a request for a copy of or information regarding a missing student's records, the staff member in charge of admission immediately shall report the request to the law enforcement agency that notified the school that the student is a missing child. When forwarding a copy of or information from the student's records in response to a request, the staff member in charge of admission shall do so in such a way that the receiving district or school is unable to discern that the student's records are marked as identifying the student as a missing child.

Destruction of Records Compelled by Statute

Notwithstanding other provisions of this Administrative Guideline, records shall be destroyed as required by law.

Upon written request by a person whose juvenile court records have been ordered sealed and presentation of a copy of the order, the District shall expunge records subject to the order, pursuant to R.C. 2151.357.

It is a fourth degree misdemeanor for anyone to knowingly release, disseminate, or make available for any purpose any information or other data concerning any arrest, taking into custody, complaint, indictment, information, trial, hearing, adjudication, or correctional supervision, the records of which have been sealed pursuant R.C. 2151.356.

The District may retain records in its possession regarding an adjudication that a student is a delinquent child that were used as the basis for the student's permanent exclusion, regardless of a court order to seal the record. Disclosure of such records to any person may result in criminal prosecution.

Pursuant to R.C. 3313.662, a student who has reached the age of twenty-two (22) or whose permanent exclusion has been revoked may send a written notice to the Superintendent requesting destruction of records of the student's permanent exclusion. Upon receipt of the request and a determination that the student is twenty-two (22) years of age or older or that the student's permanent exclusion has been revoked, the Superintendent shall ensure that the records are removed from the student's file and destroyed.

Disclosure for Student Financial Aid

The COR may release, without parents' consent, student information regarding financial aid for which a student has applied or which a student has received, provided that personally-identifiable information from the education records of the student may be used only:

A. to determine the eligibility of the student for financial aid;

B. to determine the amount of financial aid;

C. to determine the conditions which will be imposed regarding the financial aid;

D. to enforce the terms or conditions of the financial aid.

Financial aid means a payment of funds provided to an individual (or a payment in kind of tangible or intangible property to the individual) that is conditioned on the individual's attendance at an educational agency or institution.

Disclosure for Purposes of marketing or Selling Information

guidelines

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). For purposes of this section, "personal information" means individually identifiable information including: 1) a student or parent's first and last name; 2) a home or other physical address (including street name and the name of the city or town); 3) a telephone number; or 4) a Social Security identification number.

guidelines

Inspection of Information Collection Instrument

The parent of a 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. The parent must submit a written request to the building principal at least forty-five (45) business days before the scheduled date of the activity. The instrument will be provided within forty-five (45) business days of the principal receiving the request. Parents will be notified at least annually at the beginning of the school year of the specific or approximate date(s) during the school year when such activities are scheduled or expected to be scheduled.

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

A. college or other postsecondary education recruitment, or military recruitment

B. book clubs, magazine, and programs providing access to low-cost literary products

C. curriculum and instructional materials used by elementary and secondary schools

D. tests and assessments used by elementary and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments

E. the sale by students of products or services to raise funds for school-related or education-related activities

F. student recognition programs

guidelines

Safeguarding Education Records and Responding to Data Breaches

Significant challenges exist with respect to the safeguarding of education records from unauthorized access and disclosure. These challenges include inadvertent posting of students' grades or financial information on publicly available Web servers; theft or loss of laptops and other portable devices that contain education records; computer hacking; and failure to retrieve education records at termination of employment or service as a contractor, consultant or volunteer. In light of these challenges, the DRO and COR are directed to work with the District's IT Department/Staff to identify, implement and administer appropriate methods and security controls to protect education records, especially those in electronic information/data systems.

The District's IT Department/Staff is encouraged to review the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-100, "Information Security Handbook: A Guide for Managers," and NIST SP 800-53, "Recommended Security Controls for Federal Information Systems" for guidance and to use any methods or technologies they determine are reasonable to mitigate the risk of unauthorized access and disclosure taking into account the likely harm that would result. The IT Department/Staff is charged with development of appropriate responses to data breaches and other unauthorized disclosures, and said steps should include at a minimum the following:

A. reporting the incident to law enforcement authorities;

B. determining exactly what information was compromised (e.g. names, addresses, SSNs, ID numbers, grades, etc.);

C. taking steps to immediately retrieve data and prevent further disclosures;

D. identifying all affected records and students;

E. determining how the incident occurred, including which school officials had control of and responsibility for the information that was compromised;

F. determining whether the incident occurred because of a lack of monitoring or oversight;

G. determining whether any Board policies and/or District procedures were violated;

H. conducting a risk assessment and identifying appropriate physical, technological and administrative measures to prevent similar incidents in the future; and

I. notify students and parents that the United States Department of Education's Office of Inspector General maintains a Web site describing steps students may take if they suspect they are a victim of identity theft.

While notification of students is not required in all circumstances, it shall be the DRO's responsibility to determine, in conjunction with the Superintendent, whether students and/or parents will be notified of any breaches. If the decision is made not to issue a direct notice to a parent or student upon an unauthorized disclosure of education records, the DRO or COR shall nevertheless record the disclosure so the parent or student will become aware of it during an inspection of the student's education record.

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.

guidelines

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.

It is important that the address used in Form 8330 F9 be checked annually to verify the accuracy of the address for complaints regarding the Family Educational Rights and Privacy Act (FERPA) and the Protection of Pupil Rights Amendment (PPRA).

R.C. 2151.357
R.C. 3313.662
20 U.S.C. 1232g
34 C.F.R. Part 99

Revised 3/24/09
Revised 4/19/10
Revised 1/14/13
Revised 10/14/13
Revised 4/11/16
Revised 12/12/16
Revised 4/10/17

guidelines

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REVISED FORM - VOL. 36, NO. 1

LETTER OF INTENT TO PARTICIPATE IN COLLEGE CREDIT PLUS

Please Print

Date: _____

AFTER APRIL 1st, YOU WILL NEED PERMISSION FROM ~~THE SCHOOL DISTRICT SUPERINTENDENT~~YOUR PRINCIPAL TO PARTICIPATE.

Student Name: _____

Parent/Guardian Name: _____

Home Address: _____

PLEASE INDICATE PREFERRED METHOD OF CONTACT:

☐ Parent Phone Number (Day) _____ (Evening) _____

☐ Parent E-mail Address: _____

Student Contact Info: _____

School: _____ Grade: _____

I would like to declare my intent to participate in the College Credit Plus Program. I understand that signing this form does not require that I participate during the coming school year and I may decide not to participate without consequence.

I also understand that it is my responsibility to notify my school if I do not gain admission to my selected institution of higher education or choose not to participate for some other reason.

In addition, I certify that I have received counseling about the College Credit Plus Program concerning the rules and regulations for both my school and the college, and that I understand my responsibilities, the benefits and possible risks of participating in the College Credit Plus Program.

Student Signature: _____

Parent Signature: _____

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REVISED FORM - VOL. 36, NO. 1

COLLEGE CREDIT PLUS PROGRAM

ELIGIBILITY

Your child must be a bona fide seventh grader, eighth grader, freshman, sophomore, junior, or senior for the year in which participation is sought. ~~In addition, y~~Your child must meet the ~~college's or university's~~ standards for admission, enrollment, and course placement. In addition, your child must be remediation-free in one of the assessments established under R.C. 3345.061(F) (i.e., uniform statewide standards in mathematics, science, reading, and writing established by college presidents). If your child scores within one standard error of measurement below the remediation-free threshold for one of those assessments, s/he will be considered to have met this requirement if s/he also either:

(1) Has a cumulative high school grade point average of at least 3.0. (If your child is seeking to participate in seventh or eighth grade, s/he must have an equivalent cumulative grade point average in the applicable grade levels.)

~~(1)~~(2) Receives a recommendation from a school counselor, Principal, or career-technical program advisor.

The college to which the student applies pays for one assessment to determine eligibility. Any additional assessments to determine eligibility are the student's financial responsibility.

A student who has been expelled by this Board is ineligible to enroll during the period of expulsion. The Board **( )** shall **( )** may deny high school credit for College Credit Plus courses any portion of which are taken during the period of a student's expulsion. If the student has elected to receive both high school and college 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.

The institutions of higher education to which the College Credit Plus program applies are: both public colleges as defined in R.C. 3365.01 and participating private colleges as defined in R.C. 3365.01.

OPTIONS

Your child will be able to elect to take courses for college credit only or for both high school and college credit.

A student may not enroll in courses to receive credit toward high school graduation for more than the equivalent of:

A. four (4) academic school years, if the student so enrolls for the first time in grade nine;

B. three (3) academic school years, if the student so enrolls for the first time in grade ten;

C. two (2) academic school years, if the student so enrolls for the first time in grade eleven;

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D. one (1) academic school year, if the student so enrolls for the first time in grade twelve.

ENROLLMENT

By ~~March 30th~~April 1st of each year, you and your child must complete and submit the Letter of Intent to Participate in College Credit Plus Form 2271 F1 to the Principal which signifies student's intent to participate in the program for the following school year. Prior to completing this form, you and your child must participate in the special counseling sessions described below and confirm receipt of these counseling services by signing the Statement of Responsibility Form 2271 F7.

Failure to meet this deadline shall exclude your child from the program for that school year unless written consent is granted by the ~~Superintendent~~ Principal and the ~~Superintendent~~ Principal notifies the Department of Education of the student's intent to participate within ten (10) days of the date the student seeks consent. If the Principal does not grant consent, the student may appeal the Principal's decision to the Superintendent. The decision of the Superintendent is final. Participation may be withdrawn by you or your child at any time upon written notification to the high school administration.

Your child must identify the appropriate credit option prior to the start of the first class session of the fall quarter or semester at the college. Once the first class session of the fall term has been held, s/he may not change the option selected during the period of that school year, regardless of the number of courses taken.

COUNSELING SERVICES

You and your child must participate in the following counseling services provided by the District counselors:

Program Eligibility and Credit Options

A. Potential Risks and Consequences

Among the potential risks of participation the student must be willing to accept are:

1. increased student responsibility for learning because of less instructional guidance;

2. reduced opportunities to participate in high school co-curricular and extra-curricular activities;

3. increased financial obligations for tuition, books, materials, and fees, if college credit is sought;

4. potential loss of after-school employment opportunities;

5. possible effect on grade point average and class standing;

6. possible delay of graduation;

7. increased time for needed travel, study, etc.

B. Potential benefits are:

1. expanded curriculum offerings;

2. opportunities to study in more depth those areas of special interest or need;

3. opportunities to earn college credits while still in high school;

4. opportunities for financial support for taking college courses while still in high school;

5. opportunities to experience college level work and life prior to making final decisions about whether and/or where to attend college.

C. College Acceptance and Scheduling

Participation is contingent upon admission to the college or university. The District will assist your child in gaining admission by providing transcripts and other related documents but will accept no responsibility if s/he is not accepted by the college or university. Your child, if awaiting acceptance, should register for District classes as if s/he were not participating in the program. Schedule changes will then be made prior to the start of each semester if your child receives notice of admission which must be provided by the college, in writing, to your child, the District, and the Department of Education within ten (10) days of acceptance.

D. Participating Institutions of Higher Education

The District will maintain a list of all institutions of higher education that currently participate in the program.

If your child withdraws from the college class for high school credit within the first two (2) weeks of the college course, s/he will be re-enrolled in the high school classes that were previously dropped.

Reasonable efforts will be made in scheduling to accommodate the needs of your child when leaving the high school campus in order to participate in this program. However, scheduling conflicts are not the responsibility of the District. Revising the master schedule and/or unduly overloading classes are not required in order to accommodate schedule requests.

FINANCIAL ARRANGEMENTS

If your child elects to take the college course for college credit only, you will have the financial responsibility for tuition, textbooks, materials, and fees. The District accepts no financial responsibility for those parents who will be paying for tuition, fees, or textbooks. Those arrangements are between the college and you and your child.

You and your child assume no financial obligations if s/he elects to take the college course for both college and high school credit. Tuition, textbooks, materials, and fees are assumed by the District. Should your child fail to complete a course taken for credit (whether through a formal "class drop" process or through nonattendance reasons other than those normally accepted by the school administration) any and all financial obligations assumed by the District will default to you and your child.

Unless your child was expelled by the school, the Superintendent or chief administrator will not seek reimbursement from you and your child if you child is identified as economically disadvantaged according to rules adopted by the Department of Education and AG 2271.

PROCESS FOR GRANTING ACADEMIC CREDITS

When your child has elected to receive high school credit for college courses, credit will be awarded for successful completion of courses in accordance with the following:

A. The Principal shall require your child to submit a course syllabus or detailed description of each college course taken so that a comparison can be made with existing high school courses.

B. If the Principal determines that the college course is comparable to one offered by the high school, the equivalent high school credit shall be granted.

C. If the Principal determines that the college course is not comparable to one offered by the high school, credit shall be granted in a subject area similar to that taken by the student at the college.

D. In the event you and your child contest the credit, the Superintendent shall determine the appropriate credit. The Superintendent's decision may be appealed to the ~~State Board~~Ohio Department of Education, whose decision in the matter shall be final and binding.

E. If your child enrolls in a college course for both high school and college credit, s/he will receive on their high school transcript the grade issued by the college. While the course will be clearly designated on transcripts as a college course taken for high school credit, the grade will be computed in the grade point average as if issued by the high school faculty.

F. If a student is expelled from the District schools, the Principal ~~( ) shall~~ **(X) may** deny high school credit for any postsecondary courses taken during the expulsion.

G. If a college withdraws its acceptance of an expelled student who elected to take courses for high school credit only, the District shall not award high school credit for the college course in which the student was enrolled at the time the college withdrew its acceptance.

H. The policy for awarding grades and the calculation of class standing for College Credit Plus courses shall not disadvantage students who choose to participate in the College Credit Plus program rather than in other advanced standing programs. All courses within the same academic subject area will provide the same value for all advanced standing courses, including College Credit Plus, advanced placement, international baccalaureate, and honor courses.

CRITERIA FOR TRANSPORTATION AID

You will be responsible for your child's transportation to and from home and the college or to and from the District school and the college.

If the District provides transportation to its students in grades 11 and 12, you may apply to the Board for full or partial reimbursement for the necessary costs of transporting your child between the secondary school he/she attends and the college or university in which he/she is enrolled.

AVAILABLE STUDENT SERVICES

Your child will be entitled to all student services provided to any other of the District's students (counseling, health, etc.). However, these services will be provided only while your child is on the school campus and only upon request. It is also your child's responsibility to keep himself/herself informed of academic and other requirements for all students who attend the high school.

CONSEQUENCES OF FAILING OR NOT COMPLETING A COURSE

If your child withdraws from the college course within the first two (2) weeks of the course, s/he will be rescheduled for the appropriate District courses and no record of the college course will appear on the transcript. However, if your child withdraws from the college course after two (2) weeks of classes, the course will appear on the transcript and will carry a grade of Withdrawn/Failing, which will be computed in the same manner as a failing grade on the high school transcript.

Any course taken for high school credit at a college or university and completed (or recorded as Withdrawn/Failing) will be clearly identified on the transcript along with the name of the college where the work was undertaken.

EFFECT ON COMPLETION OF GRADUATION REQUIREMENTS

Your child may use college courses for credit toward high school graduation. However, it is your and your child's responsibility to be sure that the courses undertaken will meet graduation requirements. Upon acceptance by the college, your child should schedule an appointment with a high school counselor to develop a written schedule showing courses to be taken at the high school and at the college as well as all graduation requirements remaining to be met. No high school graduation requirements shall be waived for any student as a result of participation in this program.

ACADEMIC AND SOCIAL RESPONSIBILITIES OF YOUR CHILD

When attending either regular classes or co-curricular/extra-curricular activities at the high school, your child will be expected to abide by all District policies and the Student Code of Conduct. You and your child assume all responsibility and liability related to attendance at a college and must agree to hold harmless the Board of Education, the administration, and the staff for any incidents arising out of participation in this program.

Your child must meet all requirements and standards established by the college and assume responsibility for attendance and behavior.

INFORMATION AND ENCOURAGEMENT TO USE COLLEGE COUNSELING SERVICES

The school counselors, during the individual counseling sessions, shall make available any information provided by the college concerning its counseling services. In addition, counselors will encourage your child to utilize counseling services available at the college to better ensure successful completion of the college courses.

GRADE POINT COMPUTATION AND REPORTING OF GRADES

For those college courses taken for high school credit, the grade for that course will be computed at the end of the next regular grading period at the high school following the receipt of an official transcript from the college. All grades to be entered on the high school transcript must be taken from an official transcript from the college. Should there be an urgent need for a letter grade, notification on official letterhead from the college instructor advising of the grade will be accepted to verify the grade.

ELIGIBILITY FOR CO-CURRICULAR AND EXTRA-CURRICULAR ACTIVITIES

Participation in co-curricular and extra-curricular activities may be affected if courses are taken for high school credit. Your child will be provided Form 2271 F2 and asked to have their instructor to fill it out**.** This form should be submitted **( ) weekly ( ) bi-weekly** prior to the close of high school classes each semester. Eligibility will be checked at the end of each college quarter or semester. A failing grade will result in an ineligibility for the next full school semester.

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CONTRACT FOR HANDICAPPED PUPILS
Court or Parental Institutional Placement in a District other than the Parent(s) District of Residence

AGREEMENT FOR ADMISSION FOR TUITION PUPILS
PURSUANT TO SECTIONS 3327.04, 3327.06, 3323.14, AND 3317.08 O.R.C.

District of Attendance

The St. Clairsville-Richland City School District Board of Education hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) of the student(s) listed below with the Wadsworth City School District Board of Education (District of Residence) for educational purposes for the school year of 2017 - 2018.

The Wadsworth City School District Board of Education (District of Residence) hereby agrees to pay to the St. Clairsville-Richland City School District Board of Education for each of the listed pupil(s) an amount equal to the tuition rate as calculated pursuant to Section 3317.08 of the Ohio Revised Code for the St. Clairsville-Richland City School District (District of Attendance), and excess cost, if any, pursuant to Section 3323.14 O.R.C. for those pupils listed below.

The St. Clairsville-Richland City School District Board of Education (District of Attendance) will include this court institutional placed handicapped pupil in their ADM certification, pursuant to Section 3317.03 O.R.C. We hereby accept the pupil(s) listed below to our schools on terms described above.

Name of Student	Address of Student
[redacted]	[redacted]

Walter Sharp
District of Attendance Superintendent Signature — Date

Amy Porter — 10/18/17
District of Attendance Treasurer Signature — Date

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2017- 2018.

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

Contract is required for parentally placed students but optional for court-placed students

CONTRACT FOR OPEN ENROLLMENT

Court or Parental Institutional Placement in a District other than the Parent(s) District of Residence

AGREEMENT FOR ADMISSION FOR TUITION PUPILS PURSUANT TO SECTIONS 3327.04, 3327.06, 3323.14, AND 3317.08 O.R.C.

District of Attendance

The Barberton City School Board of Education hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) of the student(s) listed below with the **Wadsworth City School** Board of Education (District of Residence) for educational purposes for the school year of 2017-2018.

The **Wadsworth City School** Board of Education (District of Residence) hereby agrees to pay to the Barberton City School Board of Education for each of the listed pupil(s) an amount equal to the tuition rate as calculated pursuant to Section 3317.08 of the Ohio Revised Code for the Barberton City School District (District of Attendance), and excess cost, if any, pursuant to Section 3323.14 O.R.C. for those pupils listed below.

The Barberton City School Board of Education (District of Attendance) will include these court placed handicapped pupils in their ADM certification, pursuant to Section 3317.03 O.R.C. We hereby accept the pupil(s) listed below to our schools on terms described above.

	Name of Student	Address of Student
1.	[redacted]	

Effective Start Date: 8/23/2008

District of Attendance Superintendent Signature — Date 10/16/17

District of Attendance Treasurer Signature — Date 10/17/17

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2017 - 2018.

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

CONTRACT FOR CHILDREN WITH DISABILITIES
OPEN ENROLLMENT

AGREEMENT FOR EXCESS COST FOR CHILDREN WITH DISABILITIES
PURSUANT TO SECTIONS 3313.981 O.R.C., 3323.14 O.R.C., and RULE 3301-48-02(F)

District of Attendance

The NORTON Board of Education hereby enters into a contract (pursuant to Section 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F)) for the student(s) listed below with the WADSWORTH Board of Education (District of Residence) for educational purposes for the school year of 2017 - 2018.
The WADSWORTH Board of Education (District of Residence) hereby agrees to pay to the NORTON Board of Education (District of Attendance) for each of the listed pupil(s), an amount equal to the excess cost, if any, pursuant to Section 3323.14 of the Ohio Revised Code.

The NORTON Board of Education (District of Attendance) acknowledges that pupil(s) listed below will be reported in EMIS pointing back to the school district of residence and counted in the ADM of the District of Residence, pursuant to 3317.03 O.R.C. The Ohio Department of Education will make an adjustment deducting the per pupil formula aid amount times the FTE of pupils from the resident districts SF-3 and credit the attending district. The excess cost amount shall be calculated in accordance with the data submitted to the Ohio Department of Education on Form SF-6. We hereby accept the pupil(s) listed below to our schools on terms described above.

SSID	FIRST	LAST	STATUS	GRADE	ADDRESS	EMIS	DOR	D.C.
[redacted]								

District of Attendance Superintendent Signature — Date: 10/18/17

District of Attendance Treasurer Signature — Date: 10/19/17

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2017 - 2018.

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

Contract is required for parentally placed students but optional for court-placed students

CONTRACT FOR CHILDREN WITH DISABILITIES
OPEN ENROLLMENT

AGREEMENT FOR EXCESS COST FOR CHILDREN WITH DISABILITIES
PURSUANT TO SECTIONS 3313.981 O.R.C., 3323.14 O.R.C., and RULE 3301-48-02(F)

Wadsworth City

District of Attendance

The Barberton City School Board of Education hereby enters into a contract (pursuant to Section 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F)) for the student(s) listed below with the ~~Akron~~ Public Schools Board of Education (District of Residence) for educational purposes for the school year of 2017-2018.

The Wadsworth City School Board of Education (District of Residence) hereby agrees to pay to the Barberton City School Board of Education (District of Attendance) for each of the listed pupil(s), an amount equal to the excess cost, if any, pursuant to Section 3323.14 of the Ohio Revised Code.

The Barberton City School Board of Education (District of Attendance) acknowledges that pupil(s) listed below will be reported in EMIS pointing back to the school district of residence and counted in the ADM of the District of Residence, pursuant to 3317.03 O.R.C. The Ohio Department of Education will make an adjustment deducting the per pupil formula aid amount times the FTE of pupils from the resident districts SF-3 and credit the attending district. The excess cost amount shall be calculated in accordance with the data submitted to the Ohio Department of Education on Form SF-6. We hereby accept the pupil(s) listed below to our schools on terms described above.

	Name of Student	Address of Student
1.	[redacted]	
2.		
3.		

[redacted]

District of Attendance Superintendent Signature — Date: 10/16/17

District of Attendance Treasurer Signature — Date: 10/17/17

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2017-2018.

District of Residence Superintendent Signature — Date

CONTRACT FOR NON-HANDICAPPED OPEN ENROLLMENT PUPILS

Agreement for Admission of **OPEN ENROLLMENT NON-HANDICAPPED PUPILS**

Pursuant to Section 3301.48, 3313.97 and 3313.98 O.R.C.

The **Barberton City Board of Education** (District of Attendance) herby enters into a contract for admission of the student(s) listed below with the **Wadsworth City School** Board of Education (district of Residence) for educational purposes for the school year of 2017-2018.

The Barberton City Schools Board of Education (District of Attendance) acknowledges that pupil(s) listed below are to be included in their ADM certification, as open enrolled from **Wadsworth City Schools** to **Barberton City Schools.**

Wadsworth City Schools Board of Education (District of Residence) hereby acknowledges that they have received the open enrollment forms and necessary paperwork to include the pupils(s) in their ADM certification. The pupil (s) listed below will be billed on the SF-OE form for tuition costs.

Name of the Student (s)	Address of Student (s)
1. [redacted]	
2	
3	
4	

District of Attendance Superintendent Signature — Date: 10/12/17

District of Attendance Treasurer Signature — Date: 10/17/17

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2017-2018.

District of Attendance Superintendent Signature — Date

District of Attendance Treasurer Signature — Date

Wadsworth
City Schools

From the Office of the Superintendent

TO: Ms. Dana Freund

FROM: Andrew J. Hill, Ed.D.

DATE: October 13, 2017

RE: Figure Skating Agreement

In response to your letter (see below), the Wadsworth City School District agrees to the following in relation to the figure skating club/team you reference:

1. To allow the use of the Wadsworth City School District name, colors and logo.

This use is contingent upon the following:

1. Each student on the figure skating club/team must be currently enrolled as a student in the Wadsworth City School District;
2. The Wadsworth City School District will not provide any funding for the club/team;
3. The Wadsworth City School District will not make any special arrangements for use of our facilities by the figure skating club/team. If facility use is necessary, the figure skating club/team must fill out the the WCS Rental Agreement. All applicable Wadsworth City School District Board of Education policies, as they pertain to the WCS Rental Agreement, apply;
4. The figure skating club/team will not be considered a club sport of the Wadsworth City School District, meaning the Wadsworth City School District Club Sport Guidelines do not apply; and
5. The Wadsworth City School District will not cover the figure skating club/team under our insurance.

By signing below, you indicate you have read and agree to the terms of this agreement.

Dana Freund
Ms. Dana Freund
For the Figure Skating Club/Team

10-24-17
Date

Andrew J. Hill, Ed.D.
For the Wadsworth City School District
Board of Education

10/24/2017
Date

Resolution Number

Copy of Letter

High School Affiliated Figure Skating Club

Based on the interest from the student body to promote the recognition of figure skating, this letter is a proposal to form a high school figure skating club, like a ski or drama club, at Wadsworth High School. The goal of this high school figure skating club is to provide a vehicle whereby high school figure skating students may participate in the sport of figure skating as an extracurricular "club" activity. As such, the proposed club's members would like to participate as the Wadsworth High School Figure Skating Team in a new program under development with U.S. Figure Skating and abiding by all rules and regulations set forth by Wadsworth High Schools and the Wadsworth City Schools Board of Education.

The Wadsworth High School Figure Skating Team would like to meet as necessary to distribute and convey necessary information, while continuing to train in their existing facilities and compete on behalf of Wadsworth High School at officially sanctioned U.S. Figure Skating high school team competitions.

These are U.S. Figure Skating-sanctioned competitive figure skating opportunities offered for high school skaters. High schools in several states have participated in these competitions, including five from the Greater Cleveland Area; Berea Midpark, Hathaway Brown, Hawken, Padua Franciscan, and Shaker Heights High Schools. There are several reasons why the establishment of the high school figure skating club is so important:

1. To keep high school students active and involved during the high school years in a year-round activity they enjoy. This enriches their lives by maintaining a healthy lifestyle of regular athletic exercise, instills self-discipline required for practice/competition and builds self-esteem through attainment of goals.

2. To develop the skills necessary to be part of a team and to form the positive relationships that develop during extracurricular and high school club-based activities.

3. To reduce the drop-out rate of high school age skaters from figure skating due to the inability to receive athletic recognition in the school system even at the extracurricular level.

4. The potential to qualify and compete in the National High School Team Finals. TBD.

It is a well-known fact that the lessons of self-discipline, self-esteem and concentration learned by students during figure skating participation spill over into their academic and daily lives. Most figure skaters have maintained high academic grades and honors on a consistent basis even though they participate in their sport year-round, sometimes as often as six days per week.

Currently, the U.S. Figure Skating affiliated membership application (HSAC – High School Affiliated Club) is accessible online only, with an annual fee of $30 due by October 1st of each

year. This fee and any/all expenses would be absorbed by club members. It is my belief at this time that we have three figure skaters in the district eligible to participate according to U.S. Figure Skating guidelines, with the opportunity to include others as the opportunity becomes more recognized. It is our hope that this proposal will be approved prior to October 1, 2016 in order to register and be recognized by U.S. Figure Skating and Wadsworth City Schools. Please feel free to contact me with any questions.

RESOLUTION #_____ COMPLIMENTARY PASSES

WHEREAS, in accordance with state law, the Board of Education offers certain benefits to our employees; and

WHEREAS, the Board of Education offers certain benefits to community residents and other individuals; and

WHEREAS, the District and community benefit through the presence of District faculty, staff, and others identified in this resolution at school sponsored athletic and cultural events;

NOW, THEREFORE, BE IT RESOLVED by the Wadsworth City School District Board of Education as follows:

The Board of Education provides complimentary passes and waives payment of any entry fee to the events listed below for all employees, senior citizens and former board of education members for the 2017-2018 school year.

Complimentary passes/payment waiver applies to all District home events.

IT IS FOUND AND DETERMINED that all formal action of this Board of Education concerning or related to the adoption of this Resolution was adopted in an open meeting of this Board, and all deliberations of this Board that resulted in such formal action were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

_____ moved and _____ seconded the motion that the above Resolution be adopted.

Upon roll call and the adoption of the Resolution, the vote was as follows:

Yeas:_____ Nays:_____

ADOPTED this 20th day of November, 2017.

_____
Treasurer

CERTIFICATION

Take notice that the foregoing resolution was adopted by the _____ Board of Education at a public meeting held at _____, Ohio on _____, 20____.

_____
Treasurer

Rev. 6/2017

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION
4080 ROSELEA PLACE ~ COLUMBUS, OHIO 43214

TOURNAMENT SITE AGREEMENT

THIS AGREEMENT made and entered into this 31st day of Oct., 2017 by and between the Ohio High School Athletic Association (hereinafter "OHSAA"), located at 4080 Roselea Place, Columbus, OH 43214 and Wadsworth City Schools located at 524 Broad St., Wadsworth, OH 44281 (hereinafter "DISTRICT"[1]). In consideration of the terms and conditions and mutual promises herein, the parties mutually consent, represent and agree to carry out all undertakings necessary to comply with the terms hereinafter set forth.

1. LICENSE

a. DISTRICT agrees to license the premises known as Art Wright Stadium located at 280 Grandview Ave, Wadsworth, OH 44281 (hereinafter the "Facilities").

b. This license includes, but is not limited to the competition area, public areas, spectator stands, locker room(s), parking areas and press areas for the purpose of presenting the OHSAA SECTIONAL, DISTRICT, (REGIONAL) STATE (circle one) Tournament in the sport of Football.

c. The dates for this tournament are listed below.

Nov. 3, 2017	

2. PREMISES

a. DISTRICT hereby gives and grants unto the OHSAA the right to exclusive occupancy and use of the facilities and those areas of the facilities as may be reasonably necessary for ingress and egress for personnel and equipment, as well as those areas outside the facilities and adjacent thereto as required for the OHSAA's parking and unloading of vehicles.

b. DISTRICT shall make available to the OHSAA the aforementioned facilities for the number of days of competition indicated in Item 1, as well as the preceding day for event preparations. The OHSAA, its employees, agents and / or representatives shall have the privilege of entering upon said facilities at all reasonable times prior to the contemplated use for the purpose of preparing said facilities for its intended use.

3. CONSIDERATION

a. OHSAA agrees to pay DISTRICT in accordance with the *Fee Schedule* set forth in the attached *Addendum* as and for the licensing fee which includes and provides for the exclusive use of the DISTRICT's aforementioned facilities including, but not limited to, the competition field, spectator stands, locker rooms, parking areas and press areas, as well as the services provided, including but not limited to, ticket takers, ticket sellers, ushers, security, emergency services, custodial services, announcers, scoreboard operators, etc. for operating the event. OHSAA shall provide for all contest officials including the officiating crew, officials' observers and such other personnel as deemed necessary and appropriate by the OHSAA.

b. OHSAA shall pay DISTRICT an Administrative Fee in accordance with the attached *Addendum* not to exceed two hundred dollars ($200) per sports season to assist the DISTRICT in defraying costs in the treasurer's office for administering payroll and providing workers compensation insurance for the event workers. Through entering into this agreement, the DISTRICT understands the requirements present in Ohio Revised Code 3313.24 apply to this fee paid to the DISTRICT.

[1] District may refer to school district, nonpublic school or other entity with which the OHSAA is contracting for access to a facility.

c. DISTRICT shall designate a "site manager" who shall be the DISTRICT's liaison between DISTRICT and the OHSAA and who shall oversee all services personnel including, but not limited to, scoreboard operators, announcers, ushers, ticket sellers, ticket takers, security, EMS, and such other personnel as may be required in order to operate the tournament at DISTRICT's site in accordance with the standards established by the OHSAA. The DISTRICT shall provide the name of the "site manager" to the OHSAA prior to the execution of this agreement. The OHSAA, in its sole discretion, may elect to ratify that selection or may request the DISTRICT make another selection. Should the OHSAA choose to designate its own personnel other than the "site manager" (e.g. media coordinator or statistician) it will be at the expense of the OHSAA.

d. The DISTRICT's site manager shall be responsible for coordinating with the OHSAA's designated representative with respect to all aspects of the events that are scheduled to take place at DISTRICT's site. Furthermore, DISTRICT shall be responsible in ensuring the designated site manager adhere to and enforce all tournament regulations as promulgated by the OHSAA for the events that are the subject matter of this AGREEMENT.

e. The DISTRICT shall conduct the tournament competition in accordance with all applicable provisions of the OHSAA Constitution, Bylaws, General Sports Regulations, Specific Sports Regulations, Tournament Regulations and policies and procedures adopted by the OHSAA Board of Directors, Commissioner or Commissioner's designee.

4. **TICKETS**

a. **Printing:** Unless otherwise agreed to between the parties, OHSAA shall be responsible for providing DISTRICT with printed tickets for the seating requirements of the events that are the subject matter of this AGREEMENT.

b. **Sales:** With the exception of the pre-sale ticket policies with respect to the participating schools in the subject matter events, all ticket sales shall be under DISTRICT's control. DISTRICT shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales revenue until final settlement with OHSAA. All tickets must be sold in accordance with the ticket prices established by the OHSAA Board of Directors and any deviations must be approved by the OHSAA Commissioner.

c. **Revenue:** All ticket revenues shall be held in custody of the DISTRICT and deposited and held in a restricted, agency fund separate and distinct from the DISTRICT'S other funds, until final settlement with the OHSAA. DISTRICT agrees to collect all monies from the sale of all tickets sold in connection with the events that are the subject matter of this AGREEMENT and shall maintain regular books and records pertaining to each performance of the events including a true and accurate account of all monies collected. It is agreed that ticket revenues held in custody of the DISTRICT in this manner shall not constitute public money as the term is defined in Ohio Revised Code 117.01.

d. **Settlement:** At the conclusion of the events, a final settlement showing the number of tickets sold, gross amounts of money received, total amount deducted for any taxes, total number of complimentary tickets issued pursuant to OHSAA policies and procedures and passes accepted and any other charges which may be deducted from gross revenue pursuant to the Agreement shall be delivered by DISTRICT to OHSAA. All tickets remaining unsold at the close of the ticket office sales for the events shall be presented to OHSAA for inspection, and the final settlement of the ticket sales shall be based on the number of tickets remaining and available for inspection at the close of all sales.

f. **Inspection:** OHSAA, by representative designated in writing in advance, shall have the right to inspect ticket racks and the ticket office(s) and shall have the right to inspect other records with respect to admission receipts, including unsold tickets and stubs of tickets sold. The OHSAA will be permitted admitted to the ticket office at all reasonable times when accompanied by the DISTRICT'S duly designated representative.

g. **Reports:** The DISTRICT shall complete the financial reports of the activities conducted under this agreement in the form and manner prescribed by the OHSAA. All monies that are due OHSAA will be paid by DISTRICT's check within thirty days following the completion of the events, unless a longer term is agreed to by the parties.

5. **SUITABILITY**

DISTRICT shall certify that the aforementioned facilities are in good working condition and provide a safe environment for the OHSAA participants, staff, and fans.

6. **LICENSE, PERMITS.**

DISTRICT agrees, represents and warrants that DISTRICT has obtained any and all necessary permits, licenses and rights from all copyright holders and/or their agents for any and all music or works DISTRICT may play through DISTRICT'S public address system (or through any other system) before, during and after the subject contests and which music or works are protected by statutory or common-law copyrights or other proprietary law.

7. **EMERGENCY ACTION PLAN.**

DISTRICT represents and warrants that it has developed and implemented an Emergency Action Plan in anticipation of a variety of emergencies reasonably foreseeable given the nature of facilities and events contemplated under this Agreement and that said Emergency Action Plan has been reviewed with all key personnel responsible for the implementation of the Plan in the event of an emergency.

8. **INSURANCE**

a. The OHSAA shall secure a policy of liability from a reputable insurance company authorized to do business in Ohio, for personal injury and property damage claims and shall have limits of not less than $1,000,000. Furthermore, each party to this agreement shall be responsible for their own acts of negligence under the policies.

b. OHSAA must secure primary comprehensive general public liability insurance coverage for the duration of the event (including any practice dates) with combined single limits of $1,000,000 per occurrence and $5,000,000 general aggregate for bodily injury, personal or advertising injury, and property damage. If the DISTRICT requires additional insured status, OHSAA will provide that coverage as well. OHSAA will provide DISTRICT with a certificate of insurance showing the required coverage upon request in advance of the event.

c. The parties hereto mutually waive all right of recovery against each other for any loss or damage to the extent that the payment therefore is made under fire or extended coverage insurance or similar insurance on any and all property, whether real or personal, at the aforementioned facilities.

d. The DISTRICT is responsible for the payment of workers compensation premiums in accordance with Ohio laws and regulations for all event workers hired by the DISTRICT to conduct the activities of the event.

9. **FOOD, BEVERAGES, AND NOVELTIES**

a. Concessions: The rights to all concessions are reserved by DISTRICT, except as may be specifically provided by separate agreement by the parties, and all revenue received from all such concessions shall be retained by DISTRICT.

b. Alcoholic Beverages: DISTRICT agrees not to sell or serve any alcoholic beverages (including "nonalcoholic" beer) on the premises during the event.

c. Tobacco Products: DISTRICT agrees not to sell or dispense any tobacco products for public or private consumption on the premises during the event.

d. Signage: DISTRICT agrees to cover any alcohol or tobacco-related signage during the aforementioned tournament.

e. Merchandise / Novelties: DISTRICT agrees to allow OHSAA to sell merchandise / novelties inside and outside the premises and retain all revenues from such sales. Merchandise / novelty sales locations must meet the approval of DISTRICT. DISTRICT waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s). DISTRICT agrees to pay any such fees not waived.

In the event DISTRICT wishes to sell "spirit gear" in support of DISTRICT's school/school teams, DISTRICT must obtain written approval from the OHSAA prior to selling any such gear at/during the subject events. For purposes of this agreement, "spirit gear" is defined as school specific merchandise and novelties which were sold to the public during the regular season events of the DISTRICT.

10. **SPONSORSHIP, ADVERTISING AND PROMOTION**

a. DISTRICT acknowledges the OHSAA does, from time to time, partner with corporate and event sponsors. Included in these corporate and event sponsorship packages are the rights to advertise and market said corporate and event sponsors in and about the event facilities. The OHSAA shall be permitted to display its corporate and event sponsors' banners and other acceptable forms of advertising/marketing in and about the facilities.

b. OHSAA acknowledges that during the term of this Agreement, DISTRICT may involve local sponsors, which may include the provision of advertising space at and about the facilities. Notwithstanding this acknowledgement of DISTRICT'S rights, nothing about this acknowledgment or Agreement shall confer upon DISTRICT the right to sell event-specific sponsorships (advertising or marketing exposure) without first obtaining the written permission from the OHSAA's Assistant Commissioner for Corporate Sponsorships and Marketing relative to any such activities.

11. **MEDIA**

a. DISTRICT agrees to waive any and all television, radio, video, film, photography and internet rights and / or access fees normally charged for events held at DISTRICT's facilities, and grants free and full access to media rights holders as needed. DISTRICT will pay any such fees not waived.

b. DISTRICT will not charge the OHSAA or its media rights holders a fee in connection with the use of its power, lighting or parking facilities. DISTRICT will pay any such fees not waived.

c. Notwithstanding the foregoing provisions, DISTRICT shall not be responsible to facilities or access that do/does not already exist at DISTRICT's facility.

12. **CANCELLATION**

a. DISTRICT shall retain the right to cancel or interrupt the event or portion thereof when in the sole judgment of DISTRICT or authorized representative to evacuate the premises for such reasons of public safety. Should it become necessary, in the judgment of the DISTRICT or authorized representative, to evacuate the premises for reasons of public safety, the OHSAA will retain possession of the premises for sufficient time to complete the tournament, providing such time does not interfere with another previously scheduled use of the premises. Any and all additional charges the DISTRICT would incur as a result of these delays in concluding the subject events shall be mutually agreed upon by the parties hereto prior to the resumption of the event following the postponement thereof. The amount of time remaining in postponed or delayed contest shall be the primary consideration in assessing any additional fees.

13. **STAFFING, COSTS, AND OTHER EXPENSES RELATED TO EVENT**

a. DISTRICT shall provide tournament personnel including, but not limited to, site manager, ticket sellers, ticket takers, program sellers, security, ushers, parking personnel, announcers, scorekeepers and sworn law enforcement. In consultation with local law enforcement jurisdictions, DISTRICT retains the right to determine the appropriate number of security personnel and staff to properly serve and protect the public and may classify local law enforcement personnel as independent contractors of the DISTRICT. All such persons shall be supervised and controlled by DISTRICT as employees of the DISTRICT.

b. The OHSAA shall provide all contest officials as independent contractors of both the DISTRICT and the OHSAA.

c. DISTRICT shall pay tournament personnel in accordance with all applicable Federal, state and local laws and regulations and shall hold OHSAA harmless from any omissions in employee classification, including , but not limited to the payment of fines, interest and penalties.

14. **PARKING**

a. Parking for the event shall be provided at no cost to fans in lots designated for such purpose by DISTRICT. Such parking will be made available in lots on the premises. However, if DISTRICT has charged a parking fee during DISTRICT's regular season contest, DISTRICT may continue to charge the parking fee charged during the regular season not to exceed Three Dollars and 00/100 ($3.00) per vehicle. If parking is charged by the DISTRICT, the DISTRICT may retain the revenues received from that parking fee, unless the parties elect to modify this provision by separate agreement.

b. DISTRICT shall provide free parking accommodations for OHSAA personnel and guests.

15. **FORCE MEJEURE**

If DISTRICT is unable to give possession of the premises on the specified dates by reason of "Force Majeure," DISTRICT shall not be subject to liability for failure to give possession. For the purposes of this agreement, the term "Force Majeure" shall mean fire, earthquake, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, of governmental agency, of authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of DISTRICT.

16. **NO WAIVER**

No provision of this agreement shall be deemed to have been waived by either party, unless such waiver is in writing and signed by both the DISTRICT and the OHSAA. This agreement contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

17. **GOVERNING LAW**

This agreement shall be governed and construed under the laws of the State of Ohio.

18. **NOTICES**

Unless otherwise provided in writing, all notices, consent or approval shall be provided in writing to the following addresses:

OHSAA
Attention: Assistant Commissioner Steve Neil
4080 Roselea Place
Columbus, OH 43214

19. **CAPTIONS**

The captions at the beginning of each paragraph are inserted as a matter of convenience and for reference and in no way define, limit, or describe the scope of neither this Agreement, nor the intent or contention of any provisions contained herein.

20. **ENTIRE AGREEMENT**

This Agreement includes all the terms and conditions agreed by the parties and shall be valid or binding upon the parties hereto. In the event the terms of this Agreement conflict with any past practices or verbal agreements, the terms of this Agreement shall supersede. This agreement may not be modified in any manner except by written agreement signed by all parties hereto.

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION	**DISTRICT**
By _____	By _____
Its	Its Authorized Representative
Date _____	Date _____
By _____	By _____
Its District Athletic Board Secretary (for Sectional and District Events only)	Its Authorized Representative
Date	Date _____

Site Manager

Brad Musgrave

Contact Telephone 419-966-1669

Ohio High School Athletic Association
Football Expense Flat Rate Fee Schedule

Expense Type	Number of Stadium Entry Points 3 or more Regional Quarterfinals Only Number	Rate	Total	Number of Stadium Entry Points 2 or less Regional Quarterfinals Only Number	Rate	Total
Rental/Field Preparation	1	$ 1,000.00	$ 1,000.00	1	$ 1,000.00	$ 1,000.00
Custodial/Field Preparation and Cleanup	1	$ 200.00	$ 200.00	1	$ 200.00	$ 200.00
Ticket Taker*	3	$ 30.00	$ 90.00	2	$ 30.00	$ 60.00
Ticket Seller*	3	$ 40.00	$ 120.00	2	$ 40.00	$ 80.00
Pass Gate Attendant	1	$ 25.00	$ 25.00	1	$ 25.00	$ 25.00
Site Manager	1	$ 250.00	$ 250.00	1	$ 250.00	$ 250.00
Asst. Manager	1	$ 75.00	$ 75.00	1	$ 75.00	$ 75.00
Media Coordinator	1	$ 100.00	$ 100.00	1	$ 100.00	$ 100.00
Line to Gain Crew	4	$ 25.00	$ 100.00	4	$ 25.00	$ 100.00
Announcer	1	$ 50.00	$ 50.00	1	$ 50.00	$ 50.00
Spotter for Announcer	1	$ 25.00	$ 25.00	1	$ 25.00	$ 25.00
Timer	1	$ 40.00	$ 40.00	1	$ 40.00	$ 40.00
Scoreboard Operator	1	$ 40.00	$ 40.00	1	$ 40.00	$ 40.00
Administrative/Financial/Misc.	1	$ 200.00	$ 200.00	1	$ 200.00	$ 200.00
Media Hospitality	1	$ 200.00	$ 200.00	1	$ 200.00	$ 200.00
Ticket Manager	1	$ 100.00	$ 100.00	1	$ 100.00	$ 100.00
Doctor, Trainers and/or EMS	1	$ 100.00	$ 100.00	1	$ 100.00	$ 100.00
Parking Attendants	2	$ 25.00	$ 50.00	2	$ 25.00	$ 50.00
Statisticians	1	$ 35.00	$ 35.00	1	$ 35.00	$ 35.00
Hosts	2	$ 25.00	$ 50.00	2	$ 25.00	$ 50.00
Sworn Law Enforcement	4	$ 100.00	$ 400.00	4	$ 100.00	$ 400.00
Total Flat Fee Expenses			**$ 3,250.00**			**$ 3,180.00**

The number of Ticket Takers and Ticket Sellers may be adjusted based on facility entry points at the location. Contact OHSAA Director of Sport Management for Football or Senior Director of Finance & Accounting for permission to change these amounts. The calculation will be adjusted based on the per person amount shown.

Extraordinary expenses (unusual in nature and infrequent in occurrence) must be approved in writing prior to the event by the OHSAA Director of Sport Management for Football or Senior Director of Finance & Accounting.

Official's game fees and travel allowance are being paid through ArbiterPay. Schools will not be paying official's game fee or travel allowance.

Educational Service Center Funds

Election of Disbursement

District: Wadsworth City Schools Fiscal Year: 2017

Beginning FY17 Service Account Balance (Adjusted)	$20,000.00
Refund Available from FY17 activity	$525.51
Total amount available for refund to district	$20,525.51

Note: - The maximum amount that can be left on deposit with the ESC has increased to $50,000.00.
- Any amount refunded will have the ESC Administrative and Facility Fees added to it as well.

The Wadsworth City School District elects to receive a refund of : _____

The Wadsworth City School District elects to leave this amount on deposit with the ESC toward the cost of future services: _____

_____

Treasurer Date

We ask that the district complete this form and return it to the ESC Treasurer at the earliest convenience.

Wadsworth Final Bill 2017
Analysis Tab

Wadsworth City Schools
Analysis
10/11/2017

Service Fund

Cash Balance 07/01/16	$ 20,000.00	Adjusted for FY16 Refund & Adjustments
Revenues FY17	$ 113,500.00	
Expenditures FY17	$ (107,450.48)	
Balance 06/30/17	**$ 26,049.52**	

From Service Fund	$ 6,049.52
From Universal Services	$ 311.50
From Fine Arts	$ 89.00
From Behavior/Autism	$ 1,528.80
For ESL	$ (3,080.00)
From Teacher of the Deaf	$ 968.50
From Special Educ Aides	$ 3,505.69
For ASL	$ (8,707.50)
From Orient & Mobility	$ 880.00
For Home Instruction	$ (1,020.00)
Amount Due for Services	$ (5,524.01)
Remaining Service Fund Refund	$ 525.51
From Admin Fees	$ 7.88
From Facility Fees	$ 7.88
Total Refund	**$ 541.27**

Medina County Schools' Educational Service Center
Service Account Recap for the:

Wadsworth City School District

Service Account Balance as of June 30, 2017

Beginning Cash Balance (July 1, 2016)	52,401.58
Reserved for July & August Expenses for Psychologist (paid in FY17)	(5,754.77)
Amount used to pay for FY16 ESC Services	(2,231.03)
Requested Refund by District	(24,415.78)
Adjusted Beginning Balance	20,000.00
Payments made to ESC for Services (through 06/30/17):	
Specialized Teachers	113,500.00
Expenditures made by ESC for Services (through 06/30/17):	
Wage, Benefit & Other Costs for Services - Special	(107,450.48)
Ending Cash Balance (June 30, 2017)	**26,049.52**

Notes:

- These are funds held by the Medina County Schools' ESC on behalf of the District for services to be provided.
- Only receipts and expenses for sevices provided on a direct cost basis are accounted for through the Service Account.
- Services provided on a per hour or per day basis are tracked separately. If District underpays for these services, any balance remaining in Service Account may be used to offset any amount owed to the ESC or be directly billed to the District at the discretion of the District. If District overpays for per hour or per day services, the ESC will issue refunds to the District from its' own accounts.
- The ESC Treasurer will communicate the status of payment for services provided on a direct cost, per hour and or per day basis to the District Treasurer as soon as feasible after the conclusion of each fiscal year. The ESC Treasurer will prepare a "global" settlement statement for services provided each fiscal year to the District and any balance owing to either the ESC or the District will be resolved in consultation with the District.
- The ESC bills for services over a ten month period when expenses are often incurred over twelve months which sometimes creates timing differences on this recap.

PALITTO CONSULTING SERVICES
150 Main Street, Wadsworth, OH 44281
P: 330.335.7271 • F: 330.335.7275
www.palittoconsulting.com

QUOTE

Number AAAQ10149-01
Date Oct 24, 2017

Sold To	Ship To	Your Sales Rep
Wadsworth City Schools Phil Luthman 625 Broad Street Wadsworth, OH 44281	**Wadsworth City Schools** Phil Luthman 625 Broad Street Wadsworth, OH 44281	Bryon Palitto 330-335-7271 bryonp@palittoconsulting.com
Phone 330-335-1406 **Fax**	**Phone** 330-335-1406 **Fax**	

Qty	Description	Unit Price	Ext. Price
60	Hours for Consulting Services. Hours will be billed in 1/4 hour increments.	$125.00	$7,500.00

SubTotal	$7,500.00
Tax	$0.00
Shipping	$0.00
Total	**$7,500.00**

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: _____ Date: _____

Signature: _____

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

Created on 10/24/17 11:09:18

PALITTO CONSULTING SERVICES

150 Main Street
Wadsworth, OH 44281
Phone: 330.335.7271 Fax: 330.335.7275
www.palittoconsulting.com

Standard Terms and Conditions

Thank you for considering Palitto Consulting Services (PCS) for your Information Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on the face of this proposal will be superseded by the details as specified on the face of the proposal.

Payment Terms

1) Hardware and Software: 100% of quote paid upon signing of the proposal, or 50% of quote paid upon signing of the proposal plus a credit card number that will be charged for the balance upon delivery of goods.
   a) Hardware and software can usually be implemented within 10-14 working days after receipt of payment and signed proposal. PCS is not responsible for vendor delivery delays and out of stock items.
   b) All returned items are subject to up to a 25% restocking fee plus "as used" service time cost.
   c) This section does not include custom software development.

2) Fixed Price Projects: 50% of quote paid upon signing the proposal, remaining amount billed upon completion of installation, payable under PCS's standard terms of Net 20 days. A fixed price project is any project that does not have an hours estimate included in the quote.

3) Quoted Labor Amounts: 50% of quote paid upon signing the proposal, remaining amount billed on a weekly basis as cost is incurred, payable under PCS's standard terms of Net 20 days. An estimate with a quoted labor amount is when there is a line item that includes an estimate of hours. Service time is estimated based upon our experience and may exceed or be less than quoted.

Rescheduling Fee

PCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is $1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is $500.

Warranty & Additional Notes

PCS sells only the highest quality of products. All custom software sold by PCS has a 60 day break/fix support period beginning on date of installation; support outside of this timeframe is subject to additional charges. All items sold do not have a PCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty* per each manufacturer's user manual. *PCS is not responsible to refund warranty items without the original box and all accessories. PCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

Clients purchasing custom software, reports or programming services are provided a license to use these products or resulting products for internal purposes. PCS retains all ownership copyrights, and other rights to the software unless otherwise noted with exceptions specified on the quote and P.O. All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

PCS' entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, at the request of either party, the same shall be submitted to arbitration to take place in Medina County, Ohio, by the American Arbitration Association (AAA), Commercial Division. Any decision rendered by the AAA shall be binding upon the parties hereto and enforcement thereof may be entered in any court of competent jurisdiction.

Revised: 6/3/2015

Book	Policy Manual
Section	5000 Students
Title	SEARCH AND SEIZURE
Number	po5771
Status	Active
Adopted	September 16, 2013

Suggested revised policy

5771 - **SEARCH AND SEIZURE**

The Board recognizes that the privacy of students or their belongings may not be violated by unreasonable search and seizure and directs that no student be searched without reasonable suspicion or in an unreasonable manner.

The Board acknowledges the need for in-school storage of student possessions and shall provide storage places, including desks and lockers, for that purpose. Such spaces remain the property of the Board and, in accordance with law, may be the subject of random search. Where locks are provided for such places, students may lock them against incursion by other students, but in no such places shall students have such an expectation of privacy as to prevent examination by a school official.

School authorities are charged with the responsibility of safeguarding the safety and well-being of the students in their care. In the discharge of that responsibility, school authorities may search the person or property, including vehicles or the locker, of a student, with or without the student's consent, whenever they reasonably suspect that the search will turn up evidence of a violation of law or of school rules. The extent of the search will be governed by the seriousness of the alleged infraction and the student's age.

This authorization to search shall also apply to all situations in which the student is under the jurisdiction of the Board or District personnel.

Administrators are permitted to conduct a random search of any student's locker and its contents at any time, providing proper notice has been posted in the locker areas of each building.

Administrators may confiscate personal devices such as but not limited to cell phones and ipods, and the school may retain such devices for a brief period of time.

Students shall not have an expectation of privacy for content within personal devices if there is reasonable suspicion of imminent risk or harm or violation of the law or school rules.

Administrators are authorized to arrange for the use of a breath-test instrument for the purpose of determining if a student has consumed an alcoholic beverage. It is not necessary for the test to determine blood-alcohol level, since the Board has established a zero tolerance for alcohol use.

The Board also authorizes the use of canines, trained in detecting the presence of drugs or devices, when the Superintendent or Superintendent's designee has reasonable suspicion that illegal drugs or devices may be present in a school or as a routine preventative measure. This means of detection shall be used only to determine the presence of drugs in locker areas and other places on school property where such substances could be concealed. Canine detection must be conducted in collaboration with law enforcement authorities or with organizations certified in canine detection.

Except as provided below, a request for the search of a student or a student's possessions will be directed to the principal who shall seek the freely offered consent of the student to the inspection. Whenever possible, a search will be conducted by the principal in the presence of the student and a staff member other than the principal. A search prompted by the reasonable belief that health and safety are threatened will be conducted with as much speed and dispatch as may be required to protect persons and property.

Where the inappropriate substances or objects are found, the principal shall be responsible for the recording in writing of the student search, including the reasons for the search; information received that established the need for the search and the name of informant, if any; the persons present when the search was conducted; any substances or objects found; and the disposition made of them. The principal shall be responsible for turning over any illegal or dangerous substance or object taken from a student to the police.

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Last Modified by Robin Dosser on July 11, 2017

Book	Policy Manual
Section	5000 Students
Title	SEARCH AND SEIZURE
Number	po5771
Status	Active
Adopted	November 19, 2007

Current policy — replace this.

5771 - **SEARCH AND SEIZURE**

The Board of Education recognizes that the privacy of students or their belongings may not be violated by unreasonable search and seizure and directs that no student be searched without reasonable suspicion or in an unreasonable manner.

The Board acknowledges the need for in-school storage of student possessions and shall provide storage places, including desks and lockers, for that purpose. Such spaces remain the property of the Board and, in accordance with law, may be the subject of random search. Where locks are provided for such places, students may lock them against incursion by other students, but in no such places shall students have such an expectation of privacy as to prevent examination by a school official. The Board directs the school principals to conduct a routine inspection at least annually of all such storage places.

School authorities are charged with the responsibility of safeguarding the safety and well-being of the students in their care. In the discharge of that responsibility, school authorities may search the person or property, including vehicles, of a student, with or without the student's consent, whenever they reasonably suspect that the search is required to discover evidence of a violation of law or of school rules. The extent of the search will be governed by the seriousness of the alleged infraction and the student's age.

This authorization to search shall also apply to all situations in which the student is under the jurisdiction of the Board.

Administrators are permitted to conduct a random search of any student's locker and its contents at any time, providing proper notice has been posted in the locker areas of each building.

Search of a student's person or intimate personal belongings shall be conducted by a person of the student's gender, in the presence of another staff member of the same gender, and only in exceptional circumstances when the health or safety of the student or of others is immediately threatened.

Administrators are authorized to arrange for the use of a breath-test instrument for the purpose of determining if a student has consumed an alcoholic beverage. It is not necessary for the test to determine blood-alcohol level, since the Board has established a zero tolerance for alcohol use.

The Board also authorizes the use of canines, trained in detecting the presence of drugs or devices, when the Superintendent has reasonable suspicion that illegal drugs or devices may be present in a school. This means of detection shall be used only to determine the presence of drugs in locker areas and other places on school property where such substances could be concealed. Canine detection must be conducted in collaboration with law enforcement authorities or with organizations certified in canine detection and is not to be used to search individual students unless a warrant has been obtained prior to the search.

Except as provided below, a request for the search of a student or a student's possessions will be directed to the principal who shall seek the freely offered consent of the student to the inspection. Whenever possible, a search will be conducted by the principal in the presence of the student and a staff member other than the principal. A search prompted by the reasonable belief that health and safety are immediately threatened will be conducted with as much speed and dispatch as may be required to protect persons and property.

The principal shall be responsible for the prompt recording in writing of each student search, including the reasons for the search; information received that established the need for the search and the name of informant, if any; the persons present when the search was conducted; any substances or objects found; and the disposition made of them. The principal shall be responsible for the custody, control, and disposition of any illegal or dangerous substance or object taken from a student.

The Superintendent shall prepare administrative guidelines to implement this policy.

Legal R.C. 3313.20

U.S. Constitution, 4th Amendment

Book	Administrative Guideline Manual
Section	5000 Students
Title	SEARCH AND SEIZURE
Number	ag5771
Status	Active
Adopted	November 19, 2007

Current administrative guideline → delete.

5771 - **SEARCH AND SEIZURE**

Pursuant to Board of Education Policy 5771, the following guidelines shall be used when school administrators have reason to suspect that an illegal or dangerous substance or object or stolen property may be in the possession of a student:

A. All requests or suggestions for the search of a student or his/her possessions shall be directed to the principal or the person in charge of the students while out of the District.

B. Wherever possible, before conducting the search, the building administrator shall notify the student, request his/her consent to the inspection if other than his/her locker, and inform the student that s/he may withhold consent. Such consent, if offered, shall be given voluntarily and with the knowledge that it could have been withheld. The principal shall conduct the search, however, with or without the consent.

C. Wherever possible, an adult third party shall be present at any search of a student or his/her possessions.

D. The principal may conduct a student search upon reasonable suspicion to suspect the presence of an illegal or dangerous substance or object, or anything contraband under school rules.

E. The principal shall be responsible for the custody, control, and disposition of any illegal or dangerous substance or object taken from a student, whether during a student search or otherwise.

F. Wherever possible, the student shall be present at any search of his/her possessions.

G. The principal shall be responsible for the prompt recording of each student search. The record shall be in writing and shall include the reasons for the search, the persons present, the objects found, and the disposition made of them, and shall be kept in a secure location in his/her office. (see Form 5771 F2)

H. Whenever the search is prompted by the reasonable suspicion that possession of a substance or object immediately threatens the safety and health of the student or others, the principal shall act with as much speed and dispatch as is required to protect persons and property in the school while keeping clearly in mind the student's rights and the potential consequences of inappropriate or hasty action.

Reasonable Suspicion

As used in this section, "reasonable suspicion for a search" means grounds sufficient to cause an adult of normal intellect to believe that the search of a particular person, place, or thing will lead to the discovery of evidence that the student:

A. has violated or is violating a rule or behavioral norm contained in the student handbook;

B. has violated or is violating a particular law;

C. possesses an item or substance which presents an immediate danger of physical harm or illness to students and staff or District property.

Lockers and Other Storage Areas Provided for Student Use

All lockers and other storage areas provided for student use remain the property of the District. These lockers and storage areas are subject to inspection, access for maintenance, and search pursuant to these guidelines. A student using the locker or storage area has, by statute, no expectation of privacy in that locker or storage area or the contents contained therein (See Form 5771

F1). No student shall lock or otherwise impede access to any locker or storage area except with a lock provided by or approved by the principal. Unapproved locks will be removed and destroyed.

The principal may search student lockers and storage areas and the contents contained therein at any time for any reasonable suspicion.

The principal may, at any time, request assistance of the Wadsworth Police Department having jurisdiction over the facilities of the District. The law enforcement officer must have probable cause, however, to conduct a search of the lockers and storage areas and the contents contained therein.

Desks and Other Storage Areas

A desk or any other storage area in the school provided for student use as well as the contents contained therein, may be searched when the principal has reasonable suspicion for a search.

Vehicles

Any vehicle brought on District premises by a student may be searched when the principal has reasonable suspicion to justify the search.

One of the conditions for granting permission for a student to bring a student-operated vehicle onto school premises is written consent by the student driver, the owner of the vehicle, and the parent of the student to allow search of that vehicle. Refusal by any of the parties to provide or allow access to a vehicle at the time of a search request shall be cause for terminating the privilege without further hearing.

Searches of vehicles of staff members or visitors shall be conducted by law enforcement personnel.

Student

A. The personal search of a student may be conducted by the principal when s/he has reasonable suspicion for a search of that student. Authorized searches of the student's person are:

   1. the student's pockets;

   2. purses, briefcases, or any other object in the possession of the student;

   3. a "pat down" of the exterior of the student's clothing and the removal of any item identified;

   4. removal of an article of exterior clothing such as a jacket.

B. Strip searches are to be conducted only by law enforcement personnel.

C. Personal searches shall be conducted in a private room by a person of the same gender as the student and designated by the principal. At least one (1) but not more than three (3) additional staff members of the same gender as the student being searched shall witness but not participate in the search.

   At the request of the student to be searched, an additional person of the same gender as the student designated by the student, and then reasonably available on school premises, shall witness the search. The student's parents shall be notified of the search as soon as reasonably possible.

Use of Dogs

The Board has authorized the use of specially-trained dogs to detect the presence of drugs and devices such as bombs on school property under the following conditions:

A. The presence of the dogs on school property must be authorized, in advance, by the Superintendent or be pursuant to a court order or warrant.

B. The dog must be handled by a law enforcement officer or a contracted person specially trained to safely and competently work with the dog.

C. The dog is represented by the Sheriff or Chief of the law enforcement agency providing the service as capable of accurately detecting drugs and/or devices.

D. The dog will be allowed to examine a student's possessions, including vehicles.

E. The dog may be allowed to examine school property such as lockers as permitted by the building principal. Any limitation as to areas of school property to be examined by the dog shall be established by the Superintendent at the time the use of dogs is authorized.

Method of Search

The scope of any search should be limited by the reasonable suspicion that motivated the search. If an item is found that leads to reasonable suspicion that additional, correlated items may also exist, the search may be extended. If the initial search produces no evidence of contraband, there should be no extension of the search based on simple curiosity.

Items Found

Anything found in the course of a search which is evidence of a student violation of school rules or Federal/State laws may be seized and admitted as evidence in any suspension or expulsion proceeding if it is tagged for identification at the time it is seized and kept in a secure place by the principal until it is presented at the hearing. It may also be turned over to any law enforcement officer after proper notation and receipt.

Book	Policy Manual
Section	8000 Operations
Title	TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE
Number	po8660
Status	Active
Adopted	September 16, 2013

Suggested revised policy

8660 - **TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE**

No employee of this Board shall use his/her private vehicle to transport students of the District, except in emergency situations. In such situations, an employee's personal automobile liability insurance will provide primary coverage in the event of an accident.

Employees are permitted to arrange for volunteer parents to transport students to school events and activities. However, no volunteer parent shall be permitted to transport students unless such parent has signed and submitted the District's Volunteer Driver Consent Form, along with the required driver license and insurance verification, to the District. Employees are not permitted to arrange for students to transport other students.

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Last Modified by Robin Dosser on July 11, 2017

Book	Policy Manual
Section	8000 Operations
Title	INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE
Number	po8660
Status	Active
Adopted	November 19, 2007
Last Revised	November 17, 2014

Current policy — replace

8660 - **INCIDENTAL TRANSPORTATION OF STUDENTS BY PRIVATE VEHICLE**

The Board of Education authorizes the incidental transportation by private vehicle of students of the District. This includes occasional transportation for field trips, outings, and the like. Routine transportation, however, shall be subject to all requirements listed in AC 3301-83-19, Board Policy 8650, and relevant administrative guidelines.

This policy does not apply to parents who privately arrange transportation for their own children. No District staff shall organize such arrangements or assist parents in doing so.

Any such incidental transportation must be approved in advance and in writing by the building principal in accordance with the Superintendent's administrative guidelines.

The parent of the participating student will be given, upon request, the name of the driver, the owner of the vehicle, and the description of the vehicle. The District will maintain on file the amount of liability insurance on the vehicle and the name of the insurance company.

No person shall be approved for the incidental transportation of students in a private vehicle who is not an employee of this Board; a Board approved volunteer; the parent of a student enrolled in this District; and the holder of a currently-valid license to operate a motor vehicle in the State of Ohio.

No person shall be permitted to transport students if s/he does not possess and maintain automobile liability and personal injury insurance in the amount required by District administrative guidelines.

Any private vehicle used for the incidental transportation of students must be owned by the approved driver or the spouse of the approved driver and must conform to registration requirements of the State.

The responsibility of professional staff members for the discipline and control of students will extend to their incidental transportation of students in a private vehicle. Drivers who are not professional staff members are requested to report student misconduct to the principal.

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Book	Administrative Guideline Manual
Section	8000 Operations
Title	TRANSPORTING
Number	ag8660
Status	Active
Adopted	November 19, 2007
Last Revised	November 17, 2014

Current administrative guideline → delete

8660 - **TRANSPORTING - STUDENTS INCIDENTALLY BY PRIVATE VEHICLE**

These guidelines are to be followed whenever a staff member will be transporting students incidentally by a private vehicle whether it be his/her vehicle or some other person's. This guideline does not apply if the vehicle is a bus or van chartered from a licensed operator. In such cases, the Transportation Department shall be responsible for arranging for the chartered vehicle.

This guideline also does not apply to parents' private arrangements for the transport of their own children.

A. Determine that transportation by District vehicle is either not available or is not feasible.

B. Obtain written consent from each student's parent using Form 8660 F2 - Parental Consent for Transportation by Private Vehicle. No student shall be allowed to ride in the vehicle without his/her parent's written consent.

C. Any students under the age of twelve (12) who are transported in a private vehicle are to be seated in the rear seat(s) of the vehicle.

D. If the trip is out-of-town and the transportation is approved, arrange for a copy of each student's Emergency Medical Authorization Form 5341 F1 which is to be kept in the vehicle during the entire trip.

E. Provide the school office with a list of names of the students who will be riding in the vehicle.

F. Upon return of the vehicle to the school, make sure each student has proper transportation home and remain at the school until all students have left school property.

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current form - delete

REQUEST FOR TRANSPORTATION BY PRIVATE VEHICLE

Requesting Staff Member _____

Purpose of the Trip _____

Date(s) of the Trip(s) _____

Time(s) of Departure _____ Time(s) of Return _____

Owner of the Vehicle _____

Driver of the Vehicle _____

Description of Vehicle (make, model and year) _____

Amount of Liability Insurance _____

Name of Insurance Company (attach a copy of front page of insurance policy) _____

I affirm and certify the following:

[ ] There is a safety belt for each passenger and I will require all passengers to use the safety belts.

[ ] I have a valid operator's license in this State (attach a copy of license).

[ ] Each student's parent has provided written consent to the trip (attach a copy of consent form(s)).

[ ] The vehicle is in proper operating condition.

[ ] No hazardous road conditions on the itinerary are forecast.

[ ] Proper transportation has been arranged for each student upon return to the school.

[ ] No other person other than the driver listed above will be driving the vehicle during the trip.

[ ] Any student under the age of twelve (12) will be seated in the rear seat of the vehicle.

[ ] If the trip is out-of-town and the transportation is approved, a copy of each student's Emergency Medical Authorization Form 5341F1 will be maintained in the vehicle during the trip.

[ ] A list of names of the students who will be riding in the vehicle will be provided to the school office.

[ ] I have no more than eight (8) points and/or no six (6) point convictions on my license within the last twenty-four (24) months.

_____ _____

Signature of Staff Member Date

****

[ ] Transportation Approved [ ] Transportation Not Approved

_____ _____

Principal Date

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current form - delete

PARENTAL CONSENT FOR TRANSPORTATION BY PRIVATE VEHICLE

I have reviewed the following information and consent to my child being transported by private vehicle for this purpose.

Purpose of the Trip(s) _____

Date(s) of the Trip(s) _____

Time of Departure _____ Time of Return to School _____

Owner of the Vehicle _____

Driver of the Vehicle _____

Description of the Vehicle (make, model and year) _____

I understand the school verifies that the driver has a valid operator's license and possesses/maintains vehicle liability insurance in the amount required by District administrative guidelines. In addition, I understand the Board requires the driver to affirm and certify that their vehicle is in proper operating condition, and that a safety belt will be available for each child in the vehicle. I agree to instruct my child to use the safety belt. Further, I understand the Student Code of Conduct applies while my child is being transported in the private vehicle.

_____ _____

Parent Signature Date

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mobile ed productions, inc.

"Education Through Entertainment"

CONTRACTED SERVICES AGREEMENT

26018 West Seven Mile Road
Redford, Michigan 48240
Toll Free (800) 433-7459
Office (313) 533-4455
Fax (313) 533-8445
www.mobileedproductions.com
Fed. ID #38-2463141

Contract # 123662
Program: AIR: THE INVISIBLE WONDER
Date: MONDAY, DECEMBER 18, 2017
Time: 4:00 PM

Final payment due by date of show.
Please do not pay the performer directly.

Billing Address:
Kelly Stallman
Bear Cub Academy
325 Sunset Blvd
Wadsworth OH 44281

Program to be held at:
Isham Memorial Elementary School
348 College Street
Wadsworth OH 44281
Attention: Kelly Stallman

Sign and Return this Contract Agreement and Deposit to our office by: Monday, November 20, 2017

Include Contract # 123662 on your payment for it to be properly applied.

Program Cost: $575.00
Add'l Session Fee:
Grand Total: $575.00
Deposit: $287.50

Send money via PayPal to:
mobileedpr@aol.com

Payments Received

Amount	Date Received	Notes

Balance: $575.00

School Contact Information: Please notify us of any corrections.

Client*: Kelly Stallman **Title*:** Bear Cub **School Phone*:** (330) 335-1440 **Email*:** kstallman@wadsworthschools.
Alternate*: **Title*:** **Alt. Phone*:** **Email*:**

District: Wadsworth City

*Required Field

Performance Requirements: Initial each of the following conditions and responsibilities:

____ Performer will arrive approximately 45 minutes prior to the performance time. Set up 30 minutes.
____ Custodial assistance to load & unload may be needed. Performance area to be clear of clutter.
____ Recording of the performance is prohibited without prior written permission.
____ Adult Supervision for each program is required. Please, no cell phone use during the program.
____ Performance time is 40-45 minutes with 15 minutes between assemblies.
____ Additional assemblies will have an additional charge.
____ One 6-8 foot table.
____ One electrical outlet.
____ Tear down 20 minutes.

Special Performer Instructions:

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240
- Cancellations 0-30 days prior to the performance date will have a cancellation fee of 50% of the performance cost.
- Accounts not paid within 30 days of the invoice are subject to a 2% monthly finance charge.

Geoff Beauchamp

Geoff Beauchamp
For Mobile Ed Productions, Inc.
geoffb@mobileedproductions.com

Sign and Return X

Kelly Stallman
Authorized Representative for Isham Memorial Elementary School
kstallman@wadsworthschools.org

mobile ed productions, inc.

"Education Through Entertainment"

CONTRACTED SERVICES AGREEMENT

26018 West Seven Mile Road
Redford, Michigan 48240
Toll Free (800) 433-7459
Office (313) 533-4455
Fax (313) 533-8445
www.mobileedproductions.com
Fed. ID #38-2463141

Contract # 123663
Program: AIR: THE INVISIBLE WONDER
Date: TUESDAY, DECEMBER 19, 2017
Time: 4:00 PM

Final payment due by date of show.
Please do not pay the performer directly.

Billing Address:
Kelly Stallman
Bear Cub Academy
325 Sunset Blvd
Wadsworth OH 44281

Program to be held at:
Valley View Elementary School
160 W Good Avenue
Wadsworth OH 44281
Attention: Kelly Stallman

Sign and Return this Contract Agreement and Deposit to our office by: Monday, November 20, 2017

Include Contract # 123663 on your payment for it to be properly applied.

Program Cost: $575.00
Add'l Session Fee:
Grand Total: $575.00
Deposit: $287.50

Send money via PayPal to:
mobileedpr@aol.com

Payments Received

Amount	Date Received	Notes

Balance: $575.00

School Contact Information: Please notify us of any corrections.

Client*: Kelly Stallman **Title*:** Bear Cub **School Phone*:** (330) 335-1430 **Email*:** kstallman@wadsworthschools.
Alternate*: **Title*:** **Alt. Phone*:** **Email*:**

District: Wadsworth City

*Required Field

Performance Requirements: Initial each of the following conditions and responsibilities:

____ Performer will arrive approximately 45 minutes prior to the performance time. Set up 30 minutes.
____ Custodial assistance to load & unload may be needed. Performance area to be clear of clutter.
____ Recording of the performance is prohibited without prior written permission.
____ Adult Supervision for each program is required. Please, no cell phone use during the program.
____ Performance time is 40-45 minutes with 15 minutes between assemblies.
____ Additional assemblies will have an additional charge.
____ One 6-8 foot table.
____ One electrical outlet.
____ Tear down 20 minutes.

Special Performer Instructions:

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240
- Cancellations 0-30 days prior to the performance date will have a cancellation fee of 50% of the performance cost.
- Accounts not paid within 30 days of the invoice are subject to a 2% monthly finance charge.

Geoff Beauchamp
Geoff Beauchamp
For Mobile Ed Productions, Inc.
geoffb@mobileedproductions.com

Sign and Return X

Kelly Stallman
Authorized Representative for Valley View Elementary School
kstallman@wadsworthschools.org

Tom/TJ153/Air Date Issued November 1, 2017 Contract Number **123663** Customer Code 216valle

PREVENTIVE MAINTENANCE AGREEMENT

FOR

Wadsworth City Schools

(hereafter referred to as Customer)

Schmid Mechanical agrees to perform preventive maintenance services per the specification attached, hereto, on the listed equipment at:

Wadsworth YMCA Community Center
623 School Drive
Wadsworth, OH 44281

This preventive maintenance agreement will include the following systems:

Heating, Ventilation, and Air Conditioning Systems: Provide maintenance inspections, in a time frame described in this contract, of the heating, ventilation and air conditioning systems at the above location

__X__ **Included** _____ **Not Included**

Plumbing Systems: Provide maintenance inspections, in a time frame as described in this contract, of the plumbing systems at the above location.

X **Included** **Not Included**

Backflow Preventor Certification: Provide annual certification of all backflow preventors, as described in this contract, at the above location.

_____ **Included** __X__ **Not Included**

Fire Protection Systems: Provide maintenance inspections, in a time frame as described in this contract, at the above location.

_____ **Included** __X__ **Not Included**

Energy Services: Provide an energy benchmark of the site, based upon the energy bills provided by the customer, as described in this contract.

_____ **Included** __X__ **Not Included**

In consideration for the preventive maintenance services performed, hereunder, the Customer agrees to pay SCHMID MECHANICAL as indicated below:

$11,976.00 Per Year
$5,988.00 Invoiced 2 Times per year

Payable within 10 Days

This contract is based upon the beginning and ending dates listed below:

Beginning Date	1/1/2018
Ending Date	12/31/2019

By signing on the line below, the customer agrees to the scope of work, as defined by the HVAC, Plumbing, Backflow, Fire Protection, Energy Services, and Site Specific Information sections of this contract and the terms and conditions as defined in the Terms and Conditions section.

Signed and Dated in Wooster, Ohio

Customer		Schmid Mechanical	
Sign	_____	Sign	_____
Print	_____	Print	Mike Klekner
Title	_____	Title	Sales Engineer
Date	_____	Date	Friday, September 22, 2017

HVAC Maintenance Insepction Schedule

CUSTOMER : **Wadsworth City Schools**
SITE ADDRESS : **623 School Drive**
ISSUE DATE : **09/22/17**

QUANTITY	EQUIPMENT TYPE / DESCRIPTION	FREQUENCY
36	WHP - Water Source Heat Pump	2 TIMES PER YEAR
12	EFU - Exahust Fan Unit	1 TIMES PER YEAR
3	HVAC Units	2 TIMES PER YEAR
1	MUA- Make Up Air Unit	1 TIMES PER YEAR
1	DOAS- Direct Outdoor Air Systems	2 TIMES PER YEAR

53 TOTAL

Optional Maintenance Services:

YES	NO	
X		AIR FILTERS REPLACED
X		FAN BELTS REPLACED
X		CONDENSER COIL CLEANING
	X	CLEAN CONDENSER TUBES
	X	CLEAN EVAPORATOR TUBES
	X	WATER TREATMENT SERVICES
	X	PROVIDE MANLIFT FOR INSPECTIONS

Plumbing Maintenance Inspection Schedule

CUSTOMER : **Wadsworth City Schools**
SITE ADDRESS : **623 School Drive**
ISSUE DATE : **09/22/17**

QUANTITY	EQUIPMENT TYPE / DESCRIPTION	FREQUENCY
1	Geothermal Loop	2 TIMES PER YEAR
1	TOTAL	

Optional Maintenance Services:		
YES	NO	
	X	JET SANITARY LINES
	X	CAMERA SANITARY LINES
	X	SNAKE SANITARY LINES

WHP - Water Source Heat Pump

Repai	Description	Major Inspection*	Minor Inspection*
003	TXV SUPERHEAT RDG(S) & RECORD	X	X
004	CRANKCASE HTR. CHECK OPERATION	X	X
009	REFRIG. LEAK CHECK - VISUAL	X	X
010	COMPRESSOR CYL. UNLOAD -CHECK	X	X
020	AIR FILTER(S)-INSPECT	X	X
021	CONDENSATE PAN - INSPECT / CLEAN	X	X
035	M.A. CONTROL-CHECK OPERATION	X	X
038	HI LIMIT CONTROL -CHECK OP.	X	X
041	COMPRESSOR OIL LEVEL - CHECK	X	X
043	VOLUME CONTROL -CHECK	X	X
049	INDOOR COIL - INSPECT	X	X
052	INDOOR COIL - (EAT-LAT) TEMP	X	X
065	ELECTRICAL CONN.-TIGHTNESS CHK	X	X
211	CHECK FOR UNUSUAL VIBRATION	X	X
212	FAN- INSPECT BELTS	X	X
213	FAN-INSPECT SHEAVES	X	X
214	FAN-CHECK DRIVE ALIGNMENT	X	X
215	FAN-ADJUST DRIVE ALIGN IF REQ'D	X	X
216	FAN-INSPECT BEARINGS	X	X
217	FAN-LUBRICATE BEARINGS AS REQ.	X	X
218	MOTOR-LUBE BEARINGS AS REQ.	X	X
219	MOTOR-INSPECT MOUNTS & BOLTS	X	X
220	MOTOR-CHECK AMPERAGE&RECORD	X	X
223	CONTROLS-SEQUENCE OPERATION	X	X
220	MOTOR-CHECK AMPERAGE&RECORD	X	X
223	CONTROLS-SEQUENCE OPERATION	X	X
224	CONTROLS-CHECK OPERATION	X	

Selected Options	Frequency
MERV 8 Filter Replacem	0
Belt Replacement	0

* Seasonal Specific

** Applies to equipment with proper static pressure specifications

EFU - Exahust Fan Unit

Repair Code	Description	Major	Minor
029	MOTOR-LUBRICATE BEARINGS	X	X
030	BACKDRAFT DAMPERS-INSPECT	X	X
031	MOTOR CONTROLS - INSPECT	X	X
210	FAN - CHECK ROTATION	X	X
212	FAN - INSPECT BELTS	X	X
213	FAN - INSPECT SHEAVES	X	X
214	FAN - INSPECT DRIVE ALIGNMENT	X	X
034	AMPERAGES - CHECK & RECORD	X	X
211	CHECK FOR UNUSUAL VIBRATION	X	X
032	REPLACE BELTS AS REQUIRED	X	X

Selected Options	Quantity / Frequency
Major	1
Minor	0
Replace Belts	1

Maintenance Task Schedule

HVAC Units

Repair Code	Description	Major Inspection*	Minor Inspection*
001	INSPECT CONDENSER COIL	X	
		X	
003	TXV SUPERHEAT RDG(S) & RECORD	X	
004	CRANKCASE HTR. CHECK OPERATION	X	
009	REFRIG. LEAK CHECK - VISUAL	X	
010	COMPRESSOR CYL. UNLOAD -CHECK	X	
020	AIR FILTER(S)-INSPECT	X	
021	CONDENSATE PAN - INSPECT / CLEAN	X	
035	M.A. CONTROL-CHECK OPERATION	X	
038	HI LIMIT CONTROL -CHECK OP.	X	X
041	COMPRESSOR OIL LEVEL - CHECK	X	X
043	VOLUME CONTROL -CHECK	X	X
049	INDOOR COIL - INSPECT	X	X
050	REFRIG. CHARGE - CHK & RECORD	X	
052	INDOOR COIL - (EAT-LAT) TEMP	X	
065	ELECTRICAL CONN.-TIGHTNESS CHK	X	X
073	COND.VISUAL LEAK CHK	X	X
076	CHECK OIL PRESS. & RECORD	X	X
077	COND.COIL-STRAIGHTEN BENT FINS	X	
078	GAS PRESS.-CHECK AND SET	X	
079	BURNERS-INSPECT & CLEAN	X	X
080	HT. EXCHR-CHECK FOR DAMAGE	X	X
081	FLAME-VISUAL CHECK FOR PATTERN	X	X
082	FLUE PIPING-INSPECT FOR DAMAGE	X	
206	DAMPERS- LUBRICATE JOINTS	X	
207	DAMPERS- CHECK OPERATION	X	
211	CHECK FOR UNUSUAL VIBRATION	X	
212	FAN- INSPECT BELTS	X	
213	FAN-INSPECT SHEAVES	X	
214	FAN-CHECK DRIVE ALIGNMENT	X	
215	FAN-ADJUST DRIVE ALIGN IF REQ'D	X	
216	FAN-INSPECT BEARINGS	X	
217	FAN-LUBRICATE BEARINGS AS REQ.	X	
218	MOTOR-LUBE BEARINGS AS REQ.	X	
219	MOTOR-INSPECT MOUNTS & BOLTS	X	
220	MOTOR-CHECK AMPERAGE&RECORD	X	
223	CONTROLS-SEQUENCE OPERATION	X	
224	CONTROLS-CHECK OPERATION	X	

Selected Options	Frequency
MERV 8 Filter Replacement**	2
Belt Replacement	1
Clean Condenser coils with High Pressure water	1

* Seasonal Specific
** Applies to equipment with proper static pressure specifications

207 Hillcrest Drive, Wooster, OH 44691 | www.schmid-net.com| main 330/264-3633 | fax 330/263-6553

Maintenance Task Schedule

MUA- Make Up Air Unit

Repair Code	Description	Major Heat	Minor Heat	Major Cool	Minor Cool
012	ELECTRIC CONTROLS-INSPECT	X	X	X	X
020	AIR FILTER(S)-INSPECT	X	X	X	X
033	THERMOSTAT-CALIBRATE	X	X	X	X
034	AMPERAGES - CHECK & RECORD	X	X	X	X
038	HI LIMIT CONTROL-CHECK OP.	X	X	X	X
049	INDOOR COIL - INSPECT			X	X
050	REFRIG. CHARGE - CHK & RECORD			X	X
052	INDOOR COIL - (EAT-LAT) TEMP			X	X
065	ELECTRICAL CONN.-TIGHTNESS CHK	X	X	X	X
073	COND.VISUAL LEAK CHK			X	X
076	CHECK OIL PRESS. & RECORD			X	X
077	COND.COIL-STRAIGHTEN BENT FINS			X	X
078	GAS PRESSURE - CHECK & SET	X			
079	BURNERS-INSPECT & CLEAN	X			
080	HEAT EXCHANGER - CHECK CONDITION	X	X		
081	FLAME-VISUAL CHECK FOR PATTERN	X	X		
082	FLUE PIPING-INSPECT FOR DAMAGE	X	X		
206	DAMPERS- LUBRICATE JOINTS	X	X	X	X
207	DAMPERS- CHECK OPERATION	X	X	X	X
212	FAN- INSPECT BELTS	X	X	X	X
213	FAN-INSPECT SHEAVES	X	X	X	X
214	FAN-CHECK DRIVE ALIGNMENT	X	X	X	X
215	FAN-ADJUST DRIVE ALIGN IF REQ'D	X	X	X	X
216	FAN-INSPECT BEARINGS	X	X	X	X
217	FAN-LUBRICATE BEARINGS AS REQ.	X	X	X	X
218	MOTOR-LUBE BEARINGS AS REQ.	X	X	X	X
219	MOTOR-INSPECT MOUNTS & BOLTS	X	X	X	X
220	MOTOR-CHECK AMPERAGE&RECORD	X	X	X	X
235	MSR.HEAT TEMP RISE & RECORD	X	X	X	X

Selected Options	Frequency
Major Heat	1
Minor Heat	0
Major Cool	1
Minor Cool	0
Filter Changes	2
Belt Replacement	1
Condenser Coil Cleaning	0

207 Hillcrest Drive, Wooster, OH 44691 | www.schmid-net.com| main 330/264-3633 | fax 330/263-6553

Maintenance Task Schedule

DOAS- Direct Outdoor Air Systems

Repair Code	Description	Major Inspection*	Minor Inspection*
001	INSPECT CONDENSER COIL	X	
		X	
003	TXV SUPERHEAT RDG(S) & RECORD	X	
004	CRANKCASE HTR. CHECK OPERATION	X	
009	REFRIG. LEAK CHECK - VISUAL	X	
010	COMPRESSOR CYL. UNLOAD -CHECK	X	
020	AIR FILTER(S)-INSPECT	X	
021	CONDENSATE PAN - INSPECT / CLEAN	X	
035	M.A. CONTROL-CHECK OPERATION	X	
038	HI LIMIT CONTROL -CHECK OP.	X	X
041	COMPRESSOR OIL LEVEL - CHECK	X	X
043	VOLUME CONTROL -CHECK	X	X
049	INDOOR COIL - INSPECT	X	X
050	REFRIG. CHARGE - CHK & RECORD	X	
052	INDOOR COIL - (EAT-LAT) TEMP	X	
065	ELECTRICAL CONN.-TIGHTNESS CHK	X	X
073	COND.VISUAL LEAK CHK	X	X
076	CHECK OIL PRESS. & RECORD	X	X
077	COND.COIL-STRAIGHTEN BENT FINS	X	
078	GAS PRESS.-CHECK AND SET	X	
079	BURNERS-INSPECT & CLEAN	X	X
080	HT. EXCHR-CHECK FOR DAMAGE	X	X
081	FLAME-VISUAL CHECK FOR PATTERN	X	X
082	FLUE PIPING-INSPECT FOR DAMAGE	X	
206	DAMPERS- LUBRICATE JOINTS	X	
207	DAMPERS- CHECK OPERATION	X	
211	CHECK FOR UNUSUAL VIBRATION	X	
212	FAN- INSPECT BELTS	X	
213	FAN-INSPECT SHEAVES	X	
214	FAN-CHECK DRIVE ALIGNMENT	X	
215	FAN-ADJUST DRIVE ALIGN IF REQ'D	X	
216	FAN-INSPECT BEARINGS	X	
217	FAN-LUBRICATE BEARINGS AS REQ.	X	
218	MOTOR-LUBE BEARINGS AS REQ.	X	
219	MOTOR-INSPECT MOUNTS & BOLTS	X	
220	MOTOR-CHECK AMPERAGE&RECORD	X	
223	CONTROLS-SEQUENCE OPERATION	X	
224	CONTROLS-CHECK OPERATION	X	

Selected Options	Frequency
MERV 8 Filter Replacement**	2
Energy Recovery Wheel Inspection	0
Belt Replacement	1
Clean Condenser coils with High Pressure water	1

* Seasonal Specific
** Applies to equipment with proper static pressure specifications

207 Hillcrest Drive, Wooster, OH 44691 | www.schmid-net.com| main 330/264-3633 | fax 330/263-6553

Service Rates

Customer: **Wadsworth City Schools**

We are pleased to offer you the discounted hourly labor rates listed below as part of your service agreement.

		Standard Rates	10.00% Discounted Rates
Regulars Hours:	From 8:00 a.m. to 4:30 p.m. Weekdays, Minimum one-hour …….. …….. ……..	~~$100.00~~	$90.00
Overtime:	Saturdays, Sundays and Weekdays after 4:30 p.m. Minimum one-hour …….. …….. ……..	~~$150.00~~	$135.00
	Sundays for scheduled work only and Holidays. Minimum one-hour …….. …….. ……..	~~$200.00~~	$180.00

Emergency Response Time: Our service department will respond to emergency service calls in less than four-hours on average.

An environmental/consumable fee of $15.00 will be applied on time and material invoices only. This fee constitutes the cost of handling and disposal of refrigerants, glycol, used oils and other hazardous materials, along with costs of miscellaneous consumables such as small tools, gas, etc.

As stated in the agreement, the annual price may be adjusted only on the anniversary of the agreement, however rates for additional service may be adjusted May 1st of each year.

Thank you for your past and future business. Every effort is made to give you, our valued customer prompt, efficient and professional service. If you have any questions, please call.

Terms and Conditions

1. Maintainable Condition

SCHMID MECHANICAL assumes that the systems being quoted upon are in a maintainable condition. If the inspection or initial seasonal start up indicates that repairs are required, a firm quotation will be submitted for the Customer's approval. Should the Customer not authorize the repairs or service, SCHMID MECHANICAL may either remove the unacceptable systems, components, or parts from its scope of responsibility and adjust monthly rates accordingly or cancel this agreement.

2. Working Hours

All services to be performed pursuant to this agreement shall be done during the regular working hours of SCHMID MECHANICAL, unless otherwise specified.

3. Site Access

The Customer agrees to permit properly accredited representatives of SCHMID MECHANICAL to enter the Customer's property and have access to the equipment in order to fulfill the service duties assumed herein. SCHMID MECHANICAL will provide trained service technicians directly employed and supervised by SCHMID MECHANICAL, who will be qualified to service the equipment properly.

4. Liability

SCHMID MECHANICAL shall not be liable for loss, damage or injury caused by failure or delay in performing services, hereunder, when such failure or delay arises from labor stoppages, commercial delays, destruction by fire, acts of God, or other causes beyond its control. SCHMID MECHANICAL shall not be liable for any loss, damage, or injury arising from performance of service, hereunder, unless caused by its sole or joint negligence, or the sole or joint negligence of its employees or subcontractors. In the event of any liability arising out of the joint negligence of Customer and SCHMID MECHANICAL, each shall be liable to the other and any damage third party in proportion to its relative degree of fault.
Under no circumstances, whether arising in contract, tort, equity or otherwise, will SCHMID MECHANICAL be responsible for loss of use, loss of profit, or any special , indirect or consequential damages, except for the negligence of SCHMID MECHANICAL.

5. Termination

SCHMID MECHANICAL may terminate this agreement upon the failure of the Customer to comply with the terms of this agreement by giving thirty (30) days written notice to the Customer. The Customer may terminate this agreement at any time for any reason with a thirty (30) day written notice to SCHMID MECHANICAL. In the event of such termination, neither party shall be liable to the other party for any reason because of termination under the terms of this agreement.

6. Renewal

This service program shall automatically renew on a year to year basis, beginning on the anniversary date. The annual price may be adjusted by an amount based on the percentate increase or decrease in the cost of labor and materials from the last adjusted contract anniversary date, and shall be added to or deducted from the annual cost, but only at a time coincident with the renewal dates.

7. Miscellaneous

This Agreement is not assignable without the written consent of SCHMID MECHANICAL. This material is a proprietary trade secret of SCHMID MECHANICAL, and use or disclosure other than by SCHMID MECHANICAL is prohibited by Ohio Revised Code Chapter 1333 and federal law.

Main: 800-669-0792

Email: emily.stucky@payschools.com

Web:

PaySchools

PaySchools 17/18 Annual Agreement - Wadsworth City Schools

Quote # 000697
Version 1

Prepared for:

Wadsworth City Schools

Prepared by:

PaySchools

Products

Description		Recurring	Qty	Ext. Recurring
ESBIT-143	**PaySchools Admin Annual Agreement / District** PaySchools Admin Annual Agreement / District	$595.00	1	$595.00
Pin-005	**Genovation 905 Pin Pad Annual Agreement** Genovation 905 Pin Pad Annual Agreement	$35.00	23	$805.00
HOSTMIN	**PaySchools Admin Hosting Annual Agreement** PaySchools Admin Hosting Annual Agreement	$360.00	9	$3,240.00
QUIK003	**QuikLunch - Site Mgr Workstation Module / School - Annual Agreement** QuikLunch - Site Mgr Workstation Module / School - Annual Agreement	$225.00	9	$2,025.00
QUIK002	**QuikLunch POS Terminal - Annual Agreement** QuikLunch POS Terminal - Annual Agreement	$85.00	17	$1,445.00
QUIKAPP002	**QuikApps Annual Agreement** QuikApps Annual Agreement	$1,835.00	1	$1,835.00
			Recurring Subtotal:	**$9,945.00**

PaySchools 17/18 Annual Agreement - Wadsworth City Schools

Quote Information:

Quote #: 000697

Version:
Delivery Date:
Expiration Date:

Prepared for:

Wadsworth City Schools

524 Broad Street
Wadsworth, OH 44281
Kelly Gnap
(330) 336-3571
kgnap@wadsworthschools.org

Prepared by:

PaySchools

Emily Stucky
(720)408-1173
emily.stucky@payschools.com

Payment Options

Description	Payments	Interval	Amount
Term Options			
Net 30 Days	**1**	**One-Time**	**$0.00**
Net 30 Days	**0**	**One-Time**	**$9,945.00**

PaySchools

Signature: _____

Name: Emily Stucky

Title: _____

Date: 10/26/2017

Wadsworth City Schools

Signature: _____

Name: Kelly Gnap

Date: _____

General Terms and Conditions

Effective Date: June 1, 2017

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING DISTRICT'S RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MAY APPLY TO DISTRICT. PLEASE READ IT CAREFULLY.

These PaySchools General Terms and Conditions (the "**Agreement**") are between District and CP-DBS, LLC d/b/a PaySchools (referred to as "**us**", "**we**", "**our**" or "**PaySchools**" as the context may require) and include terms and conditions that apply to District's access and use of software and services as further set forth herein. The Agreement is subject to change by as set forth in **Section 20** below.

Capitalized terms used in this Agreement are referred to in the body of the agreement or in Section 25 (Definitions).

1. Authority to Contract
2. License
3. Use Restrictions
4. Delivery; No Installation
5. Services
6. System Requirements
7. Integrations with Non-PaySchools Applications
8. DISTRICT OBLIGATIONS
9. Confidentiality
10. Fees and Payment
11. Security Measures
12. Audits

13. Rights in District Data; Education Records

14. Intellectual Property Rights

15. Term and Termination

16. Representations and Warranties

17. DISCLAIMER

18. Third Party Claims

19. Limitations of Liability

20. Modifications and Additional Terms

21. Miscellaneous

22. Specific Product and Service Terms

23. Hosting Terms and Conditions

24. State-Specific Terms

25. Definitions

1. Authority to Contract

1.1 Each party represents, warrants and covenants to the other that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power and authority to enter into and perform its obligations under this Agreement, and that such action has been duly authorized and, if applicable, this Agreement and all expenditures hereunder have been approved and authorized by all applicable boards or other governing bodies in accordance with applicable law; and

(c) when entered into, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

1.2 Upon our written request, District shall provide us with written evidence that this Agreement has been duly authorized by the applicable board or governing body.

1.3 The parties agree that that a breach of any of the representations, warranties, or covenants in Section 1.1 shall constitute a material breach of this Agreement.

2. License

2.1 License Grant

(a) General. Subject to Sections 2.1(b), 2.1(c), and 2.1(d) below and conditioned on District's and its End User's compliance with this Agreement, PaySchools hereby grants a non-exclusive, non-sublicensable and non-transferable, limited license to District and its End Users to access and use the Licensed Software and Documentation solely for the benefit of the District in the ordinary course of its school operations in the United States during the Term.

(b) Outward Facing Applications. For Licensed Software specifically designed to allow District's Authorized Parent Users to interact with the Licensed Software, such use by District's Authorized Parent Users is permitted under this Agreement in the ordinary course of District's school operations. Use of Licensed Software by Authorized Parent Users shall be subject to a User Terms and Conditions posted on the applicable website, which may change from time to time.

(c) Open-Source Licenses. The Licensed Software may include Open Source Components. Any Open-Source Components are licensed under the applicable open source license (each, an "**Open-Source License**").

(d) Third-Party Software. PaySchools will provide notice to District if the license terms that are applicable to a particular item of Third-Party Software differ from those set forth in Section 2.1.

3. Use Restrictions. Except as this Agreement expressly permits, and subject to **Section 2.1(c)** with respect to Open-Source Components or **Section 2.1(d)** with respect to Third-Party Software, District shall not, and shall not permit any other Person to:

(a) copy the Licensed Software, in whole or in part, without the written consent of PaySchools. Any permitted copy of the Licensed Software made by District: (i) will remain the exclusive property of PaySchools; (ii) be subject to the terms and conditions of this Agreement; and (iii) must include all copyright or other Intellectual Property Rights notices contained in the original;

(b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Licensed Software;

(c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software to any Person, including on or in connection with the

internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

(d) reverse engineer, disassemble, decompile, decode or adapt the Licensed Software, or otherwise attempt to derive or gain access to the source code of the Licensed Software, in whole or in part;

(e) bypass or breach any security device or protection used for or contained in the Licensed Software or Documentation;

(f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Licensed Software or Documentation;

(g) use (i) the Licensed Software or Documentation other than as permitted hereunder or in any manner or for any purpose or application not expressly permitted by this Agreement or the Documentation; or (ii) any Open-Source Components in any manner or for any purpose or application not expressly permitted by the controlling Open-Source License.

4. Delivery; No Installation. PaySchools shall provide District with access to the Licensed Software. Risk of loss of any tangible media on which the Licensed Software is delivered shall pass to District on delivery. District will be responsible for installing Licensed Software as permitted under this Agreement unless otherwise agreed to in writing by the parties.

5. Services

5.1 Services. Subject to and conditioned on District's and its End Users' compliance with the terms and conditions of this Agreement, during the Term, PaySchools will use commercial reasonable efforts to provide District any Services purchased by District in accordance with the Documentation, terms and conditions hereof, and in compliance with applicable law as it relates to this Agreement and the subject matter hereof.

5.2 Maintenance and Support Services. During the Term, PaySchools will provide the following standard maintenance and support services ("**Maintenance and Support Services**"):

(a) PaySchools will provide District with all Maintenance Releases (including updated Documentation) that PaySchools may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, on being provided by PaySchools to District hereunder, are deemed Licensed Software subject to all applicable terms and conditions in this Agreement. District will install all Maintenance Releases as soon as practicable after receipt. District does not have any right hereunder to receive any New Versions of the Licensed Software that PaySchools may release from time to time.

(b) The Maintenance and Support Services include PaySchools' standard customer support services. District may purchase enhanced support services as Professional Services separately at PaySchools' then current rates.

5.3 Payment Processing Services. If purchased by District, PaySchools or its designee shall provide to District payment processing services ("**Payment Processing Services**") in accordance with this Agreement.

5.4 Hosted Services. If purchased by District, PaySchools shall provide to District the managed hosting services (the "**Hosted Services**") in accordance with this Agreement.

5.5 Equipment Support Services. If purchased by District, PaySchools shall provide to District equipment support and maintenance services ("**Equipment Support Services**"), which are subject to PaySchools equipment sale and maintenance and support service terms.

5.6 Professional Services. If purchased by District, PaySchools shall provide Professional Services as described in an Ordering Document, statement of work, or other document agreed to by the parties.

6. System Requirements. District is responsible for maintaining minimum system requirements necessary to operate the Licensed Software. To maintain minimum system requirements, District must maintain and utilize a current version of Microsoft's operating system and SQL server. District is responsible for updating such systems and servers with the latest updates and patches. System requirements may change from time to time upon reasonable notice to District.

7. Integrations with Non-PaySchools Applications

7.1 We or a third-party may make available software or other functionality that allows District to interoperate the Licensed Software or Services with Non-PaySchools Applications (each an "**Integration**"). Use of an Integration may require District to purchase software licenses access to a Non-PaySchools Application from a third-party provider. Further, District may be required to provide PaySchools with access to its account with such Non-PaySchools Applications in order for the Integration to function. To the extent we make an Integration available and District decides to use it, PaySchools grants District a non-exclusive, non-sublicensable and non-transferable, limited license to access and use the provided Integration so that the Services and/or Licensed Software, as applicable, will interoperate with the intended Non-PaySchools Application. We may modify an Integration or cease to make an Integration available to District at any time for any reason without refund or liability to District.

7.2 If District uses an Integration, then District grants us permission to make District Data available to the applicable Non-PaySchools Application provider. Conversely, District grants us permission to use District Data that we may obtain from a Non-PaySchools Application provider as a result of District's use of an Integration. We are not responsible and disclaim all liability for a Non-PaySchools Application provider's access, use, disclosure, modification, or destruction of District Data

when such District Data is obtained by a Non-PaySchools Application provider as a result of District's use of an Integration.

8. DISTRICT OBLIGATIONS

8.1 District is responsible for understanding the legal and regulatory requirements applicable to it and for selecting and using the Licensed Software and Services and for procuring and using the Licensed Software and Services in a manner that complies with the applicable legal and regulatory requirements. **District shall comply with all laws and regulations applicable to District.**

8.2 **District shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. In addition, District shall implement commercially reasonable physical, administrative and technical controls, and security procedures and other safeguards that are reasonably necessary to prevent unauthorized access to and use of the Licensed Software and Services.**

9. Confidentiality

9.1 Confidential Information. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to **Section 9.2**, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other), whether disclosed before or after the effective date of this Agreement, that Receiving Party should reasonably understand to be confidential or proprietary including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, the Licensed Software and Documentation are the Confidential Information of PaySchools. District Data is Confidential Information of District.

9.2 Exclusions and Exceptions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in

accordance with this Agreement; (b) except as may be permitted by and subject to its compliance with Section9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9.3; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with the Disclosing Party to prevent further unauthorized use or disclosure; and (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 9.

9.4 Compelled Disclosures. Subject to Section 9.5, if the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

9.5 Public Records Information Requests. If District is a public or governmental agency or entity, as those terms are defined by the federal Freedom of Information Act, 5 U.S.C. § 552 ("**Federal FOIA**"), or by the laws of any state regarding disclosure of public records by public or governmental agencies or entities ("**State FOIAs**"), then District shall provide prompt written notice to PaySchools when District receives a request for disclosure of PaySchools' Confidential Information. In response to a request for disclosure of PaySchools' Confidential Information, District shall invoke the Federal FOIA's exemption for trade secrets and confidential commercial or financial information and shall invoke similar exemptions under State FOIAs. District understands that PaySchools may seek an injunction or other relief against District to prevent District from disclosing PaySchools' Confidential Information.

9.6 Survival of Confidentiality Obligations. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. Fees and Payment

10.1 License Fees. In consideration of the rights granted to District under this Agreement, District shall pay to PaySchools the license fees set forth on the applicable Ordering Document in accordance with that schedule and the terms of this Section 10. If the Term is renewed for any Renewal Term(s) pursuant to Section 15.2, District shall pay the then-current license fees that PaySchools charges for the Licensed Software during the applicable Renewal Term.

10.2 Payment Processing Service Fees

(a) Use of Payment Processing Services may be subject to a non-refundable credit card processing, convenience or other fees ("**Payment Processing Service Fees**") as set forth on our website. District can choose whether the Authorized Parent Users or other users are responsible for payment of Payment Processing Service Fees or whether Payment Processing Service Fees should be deducted from payments made to the District.

(b) The Payment Processing Service Fees may change from time to time, and we reserve the right to modify them at any time for any reason upon notice to you or by posting on our website. In addition, we may add or modify certain offerings related to our Payment Processing Services and we reserve the right to charge you additional or different fees in consideration for providing such new or modified Payment Processing Services to you.

10.3 Additional Fees and Expenses. In consideration of PaySchools providing Services under this Agreement, District shall pay to PaySchools the fees set forth on an applicable Ordering Document, statement of work, or other similar document and shall reimburse PaySchools for out-of-pocket expenses incurred by PaySchools in connection with performing these Services, in accordance with that schedule set forth on the Ordering Document and the terms of Section 10.

10.4 Taxes. All fees and other amounts payable by District under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, District is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by District hereunder, other than any taxes imposed on PaySchools' income.

10.5 Payment. District shall pay all amounts due and owing under this Agreement within 30 days after the date of PaySchools' invoice. District shall make all payments hereunder in US dollars by check or ACH to the address or account specified in the Ordering Document, invoice, or such other address or account as PaySchools may specify in writing from time to time.

10.6 Right to Set-Off. Without prejudice to any other right or remedy PaySchools may have, PaySchools reserves the right to set off at any time any amount owning to it by District under this Agreement or otherwise.

11. Security Measures. The Licensed Software may contain technological measures designed to prevent unauthorized or illegal use of the Licensed Software. District acknowledges and agrees that: (a) PaySchools may use these and other lawful measures to verify District's compliance with the terms of

this Agreement and enforce PaySchools' rights, including all Intellectual Property Rights, in and to the Licensed Software; (b) PaySchools may deny any individual access to the Licensed Software on written notice to District if PaySchools, in its reasonable discretion, believes that person's use of the Licensed Software would violate any provision of this Agreement, regardless of whether District authorized that person to be an End User or Authorized Parent User; and (c) PaySchools and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about District's computers, systems and software, that PaySchools may gather periodically to improve the performance of the Licensed Software or develop Maintenance Releases.

12. Audits. PaySchools or its Representatives may, in PaySchools' sole discretion, audit District's use of the Licensed Software under this Agreement. District shall fully cooperate with PaySchools' audit and provide reasonable access to records, equipment, information and personnel requested by PaySchools. PaySchools may conduct audits only during District's normal business hours and in a manner that does not unreasonably interfere with District's business operations. If the audit determines that District's usage of the Licensed Software exceeded the usage permitted by this Agreement, District shall pay to PaySchools all fees due for such excess usage of the Licensed Software, plus any reasonable costs incurred by PaySchools in conducting the audit, within 30 days of the date of written notification of the audit results.

13. Rights in District Data; Education Records

13.1 The parties acknowledge that PaySchools may have access to District Data during PaySchools performing Services for District under this Agreement. The parties agree that as between them, all rights including all intellectual property rights in and to District Data shall remain the exclusive property of the District.

13.2 **If PaySchools will have access to "education records" for the District's students as defined under Family Educational Rights and Privacy Act (FERPA), District represents and warrants that it has determined that PaySchools meets the criteria set forth in the its annual FERPA rights notification for being a "school official" with a "legitimate educational interest" in the District education records. PaySchools is and will remain under the direct control of District with respect to use and maintenance of education records and will use and disclose District Data only for the purpose of fulfilling its duties and providing services under the Agreement and for improving services under the Agreement. PaySchools will not share District Data with or disclose it to any third-party except as provided in the Agreement, required by law, or as authorized in writing by the District. Further, PaySchools will not use District Data in any manner that is inconsistent with its privacy policy.**

13.3 Data Sharing Requests from District

(a) District may request that PaySchools release District Data including Personally Identifiable Information to third parties outside the scope of the Services (e.g., to a third-party vendor of the District whereby the services to be performed by such vendor will be performed pursuant to a contract between the District and such vendor). In PaySchool's

reasonable discretion, it will agree to release such District Data under the District's written instructions and on the District's behalf, subject to the following requirements:

(i) District must properly complete, execute, and transmit to PaySchools a copy of PaySchools' Data Release Form available from PaySchools;

(ii) District will be responsible, to the extent required by law, for (1) notifying the relevant individual that PaySchools will disclose their Personally Identifiable Information to the District or the relevant third parties for the specified purpose; (2) obtaining any consents or approvals of individuals to release such Personally Identifiable Information; and (3) ensuring that the disclosure complies with applicable law, regulations, and policies; and

(iii) District will promptly notify PaySchools in writing if the District becomes aware of any unlawful access, use or disclosure of District Data (including Personally Identifiable Information) covered by the Data Release Form, including a description of the incident and the type of Personally Identifiable Information that was subject to the incident.

(iv) District shall promptly notify PaySchools in the event that an authorized third-party is no longer authorized to access District Data and District shall be responsible for any claims arising from District's failure to notify PaySchools that a third-party should no longer have access to District Data.

14. Intellectual Property Rights

14.1 Licensed Software and Documentation. District acknowledges and agrees that: (a) the Licensed Software and Documentation are licensed, not sold, to District by PaySchools and District does not and will not have or acquire under or in connection with this Agreement any ownership interest in the Licensed Software or Documentation, or in any related Intellectual Property Rights; and (b) as between the parties, PaySchools and its licensors are and will remain the sole and exclusive owners of all right, title and interest in and to the Services, Hosted System (as defined in 23.5(b)), Licensed Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the rights of third parties in Open-Source Components and the limited license granted to District under this Agreement.

14.2 District Cooperation and Notice of Infringement. District shall, during the Term: (a) promptly notify PaySchools in writing if District becomes aware of: (i) any actual or suspected infringement, misappropriation or other violation of PaySchools' Intellectual Property Rights; or (ii) any claim that the Services, Licensed Software or Documentation infringe, misappropriate or otherwise violates the Intellectual Property Rights or other rights of any Person; and (iii) at PaySchools' sole expense, reasonably cooperate with PaySchools' investigation of such activities or enforcement of its rights in the Licensed Software or Documentation.

15. Term and Termination.

15.1 Initial Term. The initial term of this Agreement commences as of the date set forth in the applicable Ordering Document and will continue in effect until June 30 of the next calendar year unless terminated earlier pursuant any of the Agreement's express provisions (the "**Initial Term**").

15.2 Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's express provisions or either party gives the other party written notice of non-renewal at least 30 days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

15.3 Termination. This Agreement may be terminated at any time:

(a) by PaySchools, effective on written notice to District, if District fails to pay any amount when due under this Agreement, where such failure continues more than thirty (30) days after PaySchools' delivery of written notice thereof ("**Payment Failure**"); or

(b) by either party, effective on written notice to the other party, if the other party materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; or

(c) District may terminate this Agreement at any time without cause, without penalty to District, on giving PaySchools at least seven (7) days prior written notice of such termination.

15.4 Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

(a) all rights, licenses and authorizations granted to District hereunder will immediately terminate and District shall: (i) immediately cease all use of and other activities with respect to the Licensed Software and Documentation other than those described in this Section 15.4(a)(ii); (ii) within thirty (30) days deliver to PaySchools, or at PaySchools' written request destroy and permanently erase from all devices and systems District directly or indirectly controls, the Licensed Software, the Documentation and the PaySchools' Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials; provided that, District shall not be required to undertake any action contrary to applicable public records laws; (iii) certify to PaySchools in a signed written instrument that it has complied with the requirements of this Section 15.4; and

(b) all amounts payable by District to PaySchools of any kind under this Agreement, which shall include the entire year's software license fee to the extent not yet paid by District,

are immediately payable and due no later than thirty (30) days after the effective date of the expiration or ten (10) days after termination of this Agreement under Section 15.3. In the event that District terminates this Agreement pursuant to Section 15.3(c), all amounts prepaid by District under this agreement for Licensed Software, Maintenance and Support Services, and Hosted Services are non-refundable.

15.5 Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: this Section 15.5, Section 9 (Confidentiality), Section 12 (Audits), Section 13 (Rights in District Data; Education Records), Section 14 (Intellectual Property Rights), Section 16 (Representations and Warranties; DISCLAIMER), Section 17 (DISCLAIMER), Section 18 (Third Party Claims), Section 19 (Limitations of Liability), Section 20 (Modifications and Additional Terms), Section 21 (Miscellaneous), and Section 25 (Definitions). If Hosted Services are purchased, the following additional terms shall survive: 23.4(a) and 23.5(d).

16. Representations and Warranties

16.1 Limited Warranties: Services

(a) General. Service PaySchools warrants that any Services provided hereunder (excluding Third-Party Services) will be performed in a professional and workman-like manner consistent with industry standards reasonably applicable to the performance of such Service for ninety (90) days following the performance of the applicable Service.

(b) Third-Party Services. Any third-party representations and warranties for the Third-Party Services will be passed through to District to the extent that PaySchools is permitted to pass through such warranty to District.

(c) Sole Remedy for Services. If District notifies PaySchools that the warranty set forth Section 16.1(a) has been breached during the warranty period, then PaySchools, at its sole option and discretion, will either (i) re-perform the applicable Service; or (ii) refund the fees paid by PaySchools for the applicable Service. THIS SECTION 16.1(c) SETS FORTH DISTRICT'S SOLE REMEDY AND PaySchools' ENTIRE LIABILITY FOR ANY BREACH OF ANY WARRANTY RELATING TO SERVICES.

16.2 Limited Warranty: Software

(a) Subject to the limitations and conditions set forth in Section 16.2(b) and Section 16.2(c), PaySchools warrants to District throughout the applicable license term: (i) the Licensed Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) no Maintenance Release, when installed in accordance with the Documentation, will have a material adverse effect

on the functionality of the Licensed Software; and (iii) any media on which PaySchools supplies the Licensed Software to District will be free of damage and defects in materials and workmanship under normal use.

(b) District Requirement. The limited warranties set forth in Section 16.2 apply only if District: (i) notifies PaySchools in writing of the warranty breach before the expiration or termination of the applicable license term; (ii) has promptly installed all Maintenance Releases to the Licensed Software that PaySchools previously made available to District; and (iii) as of the date of notification, is in compliance with all terms and conditions of this Agreement (including the payment of all license fees then due and owing).

(c) Exceptions. Notwithstanding any provisions to the contrary in this Agreement, the limited warranty set forth in Section 16.2 shall not apply to problems arising out of or relating to: (i) Licensed Software, or the media on which it is provided, that is modified or damaged by District or its Representatives; (ii) any operation or use of the Licensed Software other than as specified in the Documentation including any combination, operation or use of the Licensed Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for District's use in the Documentation, unless otherwise expressly permitted by PaySchools in writing; (iii) District's failure to install or update any required third-party software (whether or not provided by or through PaySchools) including, without limitation, District's failure to apply security updates or other patches or updates to its operating system or database servers; (iv) District's or any third party's negligence, abuse, misapplication or misuse of the Licensed Software, including any use of the Licensed Software other than as specified in the Documentation or expressly authorized by District in writing; (v) District's failure to promptly install all Maintenance Releases that PaySchools has previously made available to District; (vi) any Open-Source Components, beta software, software that PaySchools makes available for testing or demonstration purposes, temporary software modules or software for which PaySchools does not receive a license fee; (vii) District's material breach of any provision of this Agreement; or (viii) any other circumstances or causes outside of the reasonable control of PaySchools (including abnormal physical or electrical stress).

(d) Remedial Efforts. If PaySchools breaches, or is alleged to have breached, any of the warranties set forth in Section 16.2, PaySchools may, at its sole option and expense, take any of the following steps to remedy such breach: (i) replace any damaged or defective media on which PaySchools supplied the Licensed Software;(ii) amend, supplement or replace any incomplete or inaccurate Documentation;(iii) repair the Licensed Software; (iv) replace the Licensed Software with functionally equivalent software (which software will constitute Licensed Software hereunder); and/or (v) terminate this Agreement and, provided that District fully complies with of its post-termination obligations as set forth in Section 15.4, promptly refund to District, on a *pro rata* basis, the share of any license

fees prepaid by District for the remaining Term of this Agreement following the date of such termination.

(e) Sole Remedy for Licensed Software. If PaySchools does not cure a warranty breach or terminate this Agreement as provided in Section 16.2(d) within a reasonable amount of time after PaySchools' receipt of written notice of such warranty breach, District shall have the right to terminate this Agreement as provided in Section 15.3(b). Provided that District fully complies with its post-termination obligations as set forth in Section 15.4, PaySchools shall promptly refund to District, on a *pro rata* basis, the share of any license fees prepaid by District for the remaining Term of this Agreement following the date of such termination. THIS SECTION 16.2(e) SETS FORTH THE DISTRICT'S SOLE REMEDY AND THE PaySchools' ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF ANY PaySchools WARRANTY OF THE LICENSED SOFTWARE OR DOCUMENTATION SET FORTH IN THIS AGREEMENT.

17. DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTION 16, ALL LICENSED SOFTWARE, DOCUMENTATION, INTEGRATIONS AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY PAYSCHOOLS ARE PROVIDED "AS IS." PAYSCHOOLS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, PAYSCHOOLS MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED SOFTWARE OR DOCUMENTATION, OR ANY OTHER PAYSCHOOLS OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY THIRD-PARTY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET DISTRICT'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY THIRD-PARTY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN DISTRICT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

18. Third Party Claims

18.1 PaySchools Indemnification. PaySchools shall indemnify, defend and hold harmless District from and against any and all Losses incurred by District arising out of or relating to any claim, suit, action, or proceeding (each, an "**Action**") by a third party to the extent that such Losses arise from any allegation in such Action that the Licensed Software, or any use of the Licensed Software, in the U.S. in accordance with this Agreement (including the Documentation) infringes any U.S. Intellectual Property

Right. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:

(a) Open-Source Components, Third-Party Software, Integration, or other third-party materials;

(b) patent issued on a patent application published in the U.S. after the effective date of this Agreement;

(c) combination, operation or use of the Licensed Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by PaySchools or specified for District's use in the Documentation, unless otherwise expressly permitted by PaySchools in writing;

(d) modification of the Licensed Software other than: (i) by PaySchools or its contractor in connection with this Agreement; or (ii) with PaySchools' express written authorization and in strict accordance with PaySchools' written directions and specifications;

(e) failure to timely implement any Maintenance Release, modification, update or replacement of the Licensed Software made available to District by PaySchools;

(f) use of the Licensed Software after PaySchools' notice to District of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights;

(g) negligence, abuse, misapplication or misuse of the Licensed Software or Documentation by or on behalf of District, District's Representatives or a third party;

(h) use of the Licensed Software or Documentation by or on behalf of District that is outside the purpose, scope or manner of use authorized by this Agreement or in any manner contrary to PaySchools' instructions; or

(i) events or circumstances outside of PaySchools' commercially reasonable control (including any third-party hardware, software or system bugs, defects or malfunctions).

18.2 Indemnification Procedure. District shall promptly notify PaySchools in writing of any Action for which District believes it is entitled to be indemnified pursuant to Section 18.1. PaySchools shall control of the defense and investigation of such Action. This obligation of PaySchools shall not apply if District fails to timely notify PaySchools in writing of any such claim; however, District's failure to provide or delay in providing such notice shall not relieve PaySchools of its obligations under this Section except to the extent PaySchools is prejudiced by District's failure to provide or delay in providing such notice. PaySchools is permitted to control fully the defense and any settlement of any such claim as long as such settlement shall not include a financial obligation on or admission of liability by District. In the event District declines PaySchools' proffered defense, or otherwise fails to give full control of the defense to PaySchools' designated counsel, then District waives PaySchools' obligations

under this Section 18.2. District shall reasonably cooperate in the defense of such claim and may appear, at its own expense.

18.3 Mitigation. If the Licensed Software, or any part of the Licensed Software, is, or in PaySchools' opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if District's use of the Licensed Software is enjoined or threatened to be enjoined, PaySchools may, at its option and sole cost and expense: (a) obtain the right for District to continue to use the Licensed Software materially as contemplated by this Agreement; (b) modify or replace the Licensed Software, in whole or in part, to seek to make the Licensed Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Licensed Software under this Agreement; or (c) if, after PaySchools' exercise of commercially reasonable efforts, none of the remedies set forth in the above Section 18.3 or Section 18.3 is reasonably available to PaySchools, terminate this Agreement, in its entirety or with respect to the affected part or feature of the Licensed Software, effective immediately on written notice to District, in which event: (i) District shall cease all use of the Licensed Software and Documentation immediately on receipt of District's notice; and (ii) provided that District fully complies with its post-termination obligations set forth in Section 15.4, PaySchools shall promptly refund to District, on a *pro rata* basis, the share of any license fees prepaid by District for the remaining Term of this Agreement following the date of such termination.

18.4 Sole Remedy. THIS SECTION 18.4 SETS FORTH DISTRICT'S SOLE REMEDIES AND PAYSCHOOLS' SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE LICENSED SOFTWARE AND DOCUMENTATION) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

19. Limitations of Liability

19.1 EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 19.3, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL PAYSCHOOLS, OR ANY OF ITS SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY LICENSED SOFTWARE OR OPEN-SOURCE COMPONENTS OR OTHER THIRD-PARTY MATERIALS, (d) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (e) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND

NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

19.2 CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN SECTION 19.3, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PAYSCHOOLS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL OF THE AMOUNTS PAID BY DISTRICT TO PAYSCHOOLS UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19.3 Exceptions to Limitations of Liability. The exclusions and limitations of in Section 19.1 and Section 19.2 do not apply to liability for PaySchools' gross negligence or willful misconduct.

20. Modifications and Additional Terms

20.1 From time to time, PaySchools may modify this Agreement. In addition, PaySchools reserves the right to provide District with additional terms and conditions that may govern District's use of the Licensed Software or Services generally, unique parts of the Services, additional functionality or applications made available to you as part of the Services, or any or all of these ("**Additional Terms**"). Any such Additional Terms that PaySchools may provide to District will expressly reference this Agreement. All such Additional Terms are hereby incorporated by reference into this Agreement.

20.2 Subject to Section 20.3, any modifications to this Agreement or Additional Terms will become effective three (3) days after posting on PaySchools' website or, if we notify District by email or conventional mail, as stated in the email message or conventional mailing, except that changes addressing new or modified functionality or changes made to comply with applicable law may become effective immediately. District's access and use of the Services after the effective date of any modification of this Agreement will signify its assent to and acceptance of the same. If District objects to any modification to this Agreement or any Additional Terms, immediately discontinue use of the Services.

20.3 If a dispute arises out of or relates to the site or this Agreement including, without limitation, any Additional Terms or their breach (the "**Dispute**"), we agree that the Agreement and/or any Additional terms, as applicable, in effect at the time the Dispute arose shall apply to the Dispute. No modification to the Agreement or Additional Terms shall apply to any Dispute as to which we had notice prior to posting the amendment or Additional Terms, as applicable.

21. Miscellaneous

21.1 Force Majeure. Excepting only District's payment obligations under this Agreement, neither party shall be in default hereunder by reason of any failure or delay in the performance of its obligations

hereunder where such failure or delay is due to any cause beyond its reasonable control, including strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or licensee equipment, loss and destruction of property or any other circumstances or causes beyond such party's reasonable control.

21.2 Electronic Communications. District consents to receiving communications from PaySchools electronically including, without limitation, by email. District agrees that all agreements, notices, disclosures and other communications that PaySchools may provide to District electronically satisfies any legal requirement that such communications be in writing.

21.3 Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties that may be included in or in relation to this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures pursuant to the Tennessee Uniform Electronic Transactions Act (T.C.A. § 47-10-101 et seq.) as amended from time to time.

21.4 Subcontractors. PaySchools reserves the right to use one or more subcontractors to perform all or part of the Services (each a "**Subcontractor**") and to change Subcontractors from time to time without notice to District. PaySchools agrees to share the name (or names) of subcontractors with District upon written request. All subcontractors of PaySchools will be subject to terms and conditions that are consistent with PaySchools' obligations under the Agreement.

21.5 Further Assurances. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

21.6 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21.7 Public Announcements. Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other party, which shall not be unreasonably delayed or withheld, provided, however, that PaySchools may, without District's consent, include District's name and/or other indicia in its lists of PaySchools' current and/or, as the case may be, former customers of PaySchools in promotional and marketing materials.

21.8 Notices. District's routine communications regarding the Licensed Software and Services as well as any legal notices to PaySchools relating to this Agreement and its terms should be sent by either first class United States Mail to: CP-DBS, LLC, 40 Burton Hills Blvd., Suite 415, Nashville, TN 37215, Attn: LEGAL or by email legal@i3verticals.com.

PaySchools' routine communications regarding the Licensed Software and Services as well as any legal notices to District will be sent to the individuals that District designates as contacts on its account either by electronic mail, United States mail, or overnight courier. Notices are deemed received as of the time posted or delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time posted or delivered. Notices must be given in English.

21.9 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

21.10 Assignment. District may not, without PaySchools' prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement or any of its rights or obligations under this Agreement, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. PaySchools may assign this Agreement to an affiliate with sufficient financial standing in order to meet its obligations under this Agreement or as part of a bona fide corporate reorganization or a sale of its business. All PaySchools successor entities will be subject to the terms of this Agreement.

21.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

21.12 Waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21.13 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to give effect to the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21.14 Governing law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Tennessee, except that matters concerning or relating to

school district issues shall be governed by the state laws applicable to the District. Any legal suit, action or proceeding arising out of or in any way related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Tennessee in each case located in the city of Nashville and County of Davidson, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

21.15 Entire Agreement. This Agreement including any related Ordering Documents, privacy policy (which is available here and incorporated by reference), and any Additional Terms incorporated by reference constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. All counteroffers to this Agreement (or amendments to the same) are categorically rejected. **In no event shall the provisions of any purchase order or any associated documentation used by District, constitute a binding agreement between the parties or serve to modify the provisions of this Agreement, regardless of any failure of PaySchools to object to any purchase order or associated documentation.**

22. Specific Product and Service Terms. The following terms apply only to the specific product or service to which the terms relate.

22.1 QuickApps. Without limiting the generality of Section 8.1, in the event that District licenses PaySchools' QuickApps product to allow Authorized Parent Users to submit online applications for free and reduced price meals in the National School Lunch Program, the School Breakfast Program, or other similar program, District is responsible for ensuring that QuickApps software's application, certification, verification, and data sharing processes meet all regulatory requirements and policies applicable to District. For example, and without limitation, District is responsible for determining whether District is permitted to accept legally binding electronic signatures under applicable state and local law and for ensuring that QuickApps electronic signature functionality is compliant with applicable electronic signature law.

22.2 Integrated Forms. PaySchools' Integrated Forms is a is a hosted-solution. If District purchases the Integrated Forms product, then the product will be hosted in accordance with PaySchools hosting terms and conditions in Section 23.

22.3 Payment Processing Services. The following terms apply if District uses Payment Processing Services:

(a) Payment Ownership, Scheduling, and Disbursement.

(i) PaySchools or its designee will pay the District any proceeds from payments collected on behalf of District on the schedule selected by District.

(ii) Prior to disbursement to the District, PaySchools shall cause to be deposited all funds received from Purchasers in a non-interest-bearing deposit account at a financial institution in the United States. Such account is owned and maintained by its payment processor (the "**Settlement Account**"). The Settlement Account will be a commingled account containing funds for other customers of PaySchools' payment processor in addition to the funds deposited for the benefit of the District. PaySchools shall maintain records of subaccounts for each District ("**Subaccount(s)**"). PaySchools is not a bank, savings and loan or regulated financial institution. PaySchools is not a money transmitter. At no time does PaySchools own, control, or transfer the funds in the Settlement Account, which are owned and controlled by PaySchools' payment processor. PaySchools uses Instruction Based Funding services provided by its payment processor to cause the fund transfers required for the Payment Processing Services. PaySchools' payment processor will initiate funds transfers or check, as applicable, to District from the Settlement Account consistent with funding instruction files received from PaySchools. Neither Purchaser nor District will receive interest on any amounts transferred for time which elapses during payment processing.

(b) Reversals, Returns and Chargebacks. District agrees to be liable for any reversals, returns, or chargebacks ("**Disputed Amounts**") incurred by PaySchools, and authorizes PaySchools to instruct its payment processor to set off the amount of such Disputed Amount against funds held in the District's Subaccount in order to reimburse PaySchools for the amount of such Disputed Amount, and if the balance in its subaccount is insufficient to cover the Disputed Amount, District will immediately upon request from PaySchools transfer funds to the Settlement Account for credit to PaySchools in the Disputed Amount.

23. Hosting Terms and Conditions. The following specific service apply if District purchases Hosted Services:

23.1 Access to and Use of Hosted Services. Subject to and conditioned on District's payment of the fees and compliance and performance in accordance with all other terms and conditions of the Agreement, if purchased by District, PaySchools hereby authorizes District and its End Users and Authorized Parent Users to access and use, solely in the United States and during the Term, the Hosted Services in the ordinary course of its school operations.

23.2 Security. PaySchools will employ security measures in accordance with reasonable and appropriate industry practices, including appropriate administrative, physical, and technical safeguards to secure any hosted District Data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure PaySchools' own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

23.3 Data Breach. PaySchools will have a written incident response plan, which will include prompt notification of the District in the event that PaySchools becomes aware of unauthorized access or

release of Personally-Identifiable Information of District of ("**Data Breach**"). In the event of a Data Breach, PaySchools shall implement the procedures required in its written incident response plan, keep District informed of the status of its investigation, and shall coordinate any required communications with District in conformance with applicable law.

23.4 District Obligations

(a) District Control and Responsibility. District has and will retain sole responsibility for: (a) all District Data, including the accuracy of its content; (b) all information, instructions and materials provided by District to any End User and Authorized Parent Users in connection with use of the Hosted Services; (c) District's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by District or through the use of third-party services ("**District Systems**"); (d) the security and use of District's Access Credentials. "**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Hosted Services.

(b) Access and Security. District shall employ commercially reasonable security precautions including, without limitation, physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Hosted Services; and (b) control the content and use of District Data, including the uploading or other provision of District Data to the Hosted Services.

(c) District Data Security; Backups. District acknowledges that District is responsible for taking steps to maintain appropriate security, protection, and backups of District Data. The Hosted Services do not replace the need for District to maintain regular data backups or redundant data archives. PaySchools does not promise to retain its own data backup for longer than the data retention period required by law. PaySchools HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF DISTRICT DATA.

23.5 Hosted District Data

(a) Data Location. District Data will not be stored outside the United States without prior consent from the District.

(b) Access to District Data. Any District Data held by PaySchools that is not available to District directly through District's ordinary interactions with the Hosted System or functionality made available to District by PaySchools will be made available to District by PaySchools upon written request of District; provided that, PaySchools reserves the right to charge District its applicable hourly rates for professional services to accomplish

such task. "**Hosted System**" means a combination of hardware, software and networking elements that comprise the information technology system hosted by PaySchools or its Subcontractor.

(c) Response to Specific Data Destruction or Return Requests. PaySchools shall destroy or return and then destroy any specific District Data that is in its possession promptly after receiving a written request from the District; provided that, PaySchools' standard hourly rates for professional services may apply.

(d) Data Destruction or Transfer Upon Termination or Expiration. Upon termination or expiration of the Agreement, PaySchools will use commercially reasonable means or methods to return to the District or to destroy all District Data in possession, as directed by the District. If District elects to have District Data transferred, either to the District or to a third-party, then PaySchools shall return the data in a reasonable time in a format mutually agreed upon by the parties; provided that, District shall pay PaySchools' applicable hourly rates for professional services to accomplish such transfer. Upon successful transfer of District Data, as confirmed in writing by the District's authorized representative, Contractor shall destroy all District Data.

23.6 Suspension of Services. PaySchools may suspend Hosted Services without liability if: (i) PaySchools reasonably believes that the Hosted Services are being used in violation of the Agreement; (ii) District does not cooperate with our reasonable investigation of any suspected violation of the Agreement; (iii) there is an attack on District's Hosted System or District's Hosted System is accessed or manipulated by a third party without District's consent, (iv) PaySchools is required by law, or a regulatory or government body to suspend District's Hosted Services, (v) there is another event for which PaySchools reasonably believes that the suspension of Hosted Services is necessary to protect the PaySchools' network or PaySchools' other customers, or (vi) PaySchools reasonably believes that the District or any End User or Authorized Parent User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with the Hosted Services. PaySchools will give District advance notice of a suspension under this paragraph unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect PaySchools or its other customers from imminent and significant operational, legal, or security risk.

24. State-Specific Terms. The following state-specific terms may apply to District if District is located in one of the following states:

24.1 **California**

(a) The definition of "**District Data**" shall include "pupil records" as that term is defined in AB 1584.

(b) Pupil records obtained by PaySchools from District continue to be the property of and under the control of the District.

(c) District shall be responsible for providing parents, legal guardians, and eligible pupils access to personally identifiable information in the pupil's records and for facilitating the correction of such information upon request. Upon request of District, PaySchools agrees to provide District with assistance on an as needed, case-by-case basis; provided that, PaySchools' standard hourly rates for professional services may apply.

(d) PaySchools shall take steps to ensure the security and confidentiality of pupil records including, without limitation, by designating and training of individuals responsible for ensuring the security and confidentiality of pupil records, developing and implementing its own internal written information security plan and procedures, and complying with this Agreement.

(e) In the event of an unauthorized disclosure or of pupil records, PaySchools shall comply with its data breach notification obligations in its Agreement with District.

(f) District may request that PaySchools delete individual pupil records in its possession by contacting PaySchools as set forth in Section 21.8; provided that PaySchools' standard hourly rates for professional services may apply. Upon completion, Districts can request certification that no pupil records have been retained or are otherwise available to PaySchools by contacting PaySchools as set forth in Section 21.8.

(g) Upon expiration or termination of the Agreement, PaySchools shall delete or transfer pupil records to District as described in its Agreement with District and shall certify that pupil records have neither been retained nor are otherwise available to PaySchools upon completion of such process; provided that, PaySchools' standard hourly rates for professional services may apply. Districts can request certification by contacting PaySchools as set forth in Section 21.8.

(h) PaySchools and District will jointly ensure compliance with FERPA by through each party's compliance with the terms of this Agreement.

(i) PaySchools shall not use personally identifiable information in pupil records to engage in targeted advertising.

24.2 **Connecticut**

(a) Student information, student records and student-generated content as those terms are defined in Connecticut's Student Data Privacy Law (Public Act 16-189) (collectively, "**Student Data**") are neither the property of nor under the control of PaySchools.

(b) District may request that PaySchools delete any Student Data in its possession by contacting PaySchools as set forth in Section 21.8; provided that PaySchools' standard hourly rates for professional services may apply.

(c) Student Data shall not be retained or available to PaySchools upon expiration or termination of the Agreement unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with PaySchools for the purpose of storing student-generated content.

(d) PaySchools shall not use Student Data for any purposes other than those authorized pursuant to the Agreement.

(e) District shall require any students, parents, or legal guardians of students (collectively, "**Parents**") who would like to review personally identifiable information contained in Student Data, to request such Student Data from District and District shall provide Parents with such information using the functionality of the Licensed Software or database queries. District may request that PaySchools provide support to District with this process; provided that, PaySchools' standard hourly rates for professional services may apply.

(f) The definition of District Data (as defined in the Agreement) shall include Student Data. PaySchools shall take actions designed to ensure the security and confidentiality of Student Data.

(g) In the event of an unauthorized release, disclosure, or acquisition of Student Data, PaySchools shall comply with its data breach notification obligations in the Agreement.

(h) PaySchools and District shall be responsible for ensuring compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.

(i) Notwithstanding anything in the Agreement to the contrary, laws of the state of Connecticut shall govern the rights and duties of PaySchools and District.

(j) If any provision of the Agreement or application of the Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.

24.3 **Kentucky**

(a) PaySchools certifies that it will comply with Ky. Rev. St. Ann. § 365.734(2).

24.4 **Louisiana**

(a) PaySchools shall not allow access to, release, or allow the release of student information to any person or entity except as specified in the Agreement and subject to the confidentiality obligations set forth in the Agreement.

(b) Data Breach. In the event PaySchools discovers a breach in the security of a system containing "personal information" (as that term is defined in Louisiana's Database Security Breach Notification Law, La.Stat.Ann. 51:3073 et seq.) that requires notification of Louisiana residents, PaySchools shall comply with its data breach notification obligations in its Agreement with District.

(c) Audits. Upon District's written request and no more than once per calendar year, to audit and confirm compliance with this Agreement, as well as any applicable laws and industry standards, PaySchools shall promptly complete and return a written information security questionnaire provided by District, or a third party on District's behalf, regarding PaySchools business practices and information technology environment in relation to all District Data being handled and/or services being provided by PaySchools to District pursuant to this Agreement. District shall treat the information provided by PaySchools in the security questionnaire as PaySchools Confidential Information.

(d) Data Disposition. Upon expiration or termination of the Agreement, unless otherwise directed by an applicable legal requirement or otherwise specified in the Agreement, PaySchools shall delete or transfer (and then delete) student information to District as described in its Agreement; provided that, PaySchools' standard hourly rates for professional services may apply.

24.5 **New York**

(a) Section 2-d of the New York State Education Law ("**Education Law § 2-d**") requires that a parents' bill of right for data privacy and security be included with every contract an educational agency enters into with a third-party contractor, where the third-party contractor receives student data or teacher or principal data. Accordingly, if District is a New York "educational agency" as that term is defined Section 2-c of the New York State Education Law, the Agreement is deemed to include the District's parents bill of rights for data privacy and security; provided that, District has provided PaySchools a copy of the same.

(b) District may send a copy of its parents' bill of rights to PaySchools by email or regular mail as set forth in Section 21.8. District may also send District's policy on data and security—to the extent that it is separate from the parents' bill of rights—to the same address.

(c) PaySchools shall perform services in compliance with all applicable provisions of Education Law § 2-d and any rules and regulations of the New York State Education Department issued thereunder including any amendments to either of these.

(d) PaySchools agrees that "student data" as that term is defined in Section 2-c of New York State Education Law and be considered "District Data" for purposes of the Agreement.

Such “student data” is confidential and is to be maintained in accordance with federal and state law.

(e) Data Security and Privacy Plan. Unless otherwise agreed in writing by the parties, the parties’ data security and privacy plan shall include: (1) the Agreement; (2) Districts’ parents bill of rights that District has provided to PaySchools; and (3) District’s policy on data and security that District has provided PaySchools. In addition, as part of the parties’ data security and privacy plan, PaySchools agrees to train any of its officers and employees that have access to student data on the federal and state law governing confidentiality of such data.

(f) Conflicts. To the extent there is a direct conflict between the Agreement, New York Education Law 2-d, and the District’s parents bill of rights or policy on data and security, the following order of precedence will control: New York Education Law 2-d, District’s parents bill of rights (provided that PaySchools has been provided notice of such bill of rights as set forth above), District’s policy on data and security (provided that PaySchools has been provided notice of such bill of rights as set forth above), and then the Agreement.

24.6 **Nevada**

(a) If a court of competent jurisdiction makes a final determination that PaySchools is in noncompliance with the Agreement and that such noncompliance by PaySchools was intentional or grossly negligent, then (a) District’s termination of this Agreement because of such noncompliance shall be without liability to District; and (b) PaySchools agrees to make a one-time payment to District in the amount of $500 as a penalty for such noncompliance as required by Nev.Rev.Stat.Ann. 388.272.

24.7 **Utah**

(a) Audits. Upon District’s written request and no more than once per calendar year, to audit and confirm compliance with this Agreement, as well as any applicable laws and industry standards, PaySchools shall promptly complete and return a written information security questionnaire provided by District, or a third party on District’s behalf, regarding PaySchools’ business practices and information technology environment in relation to all District Data being handled and/or services being provided by PaySchools to District pursuant to this Agreement. District shall treat the information provided by PaySchools in the security questionnaire as PaySchools Confidential Information.

25. Definitions

"**Action**" has the meaning set forth in Section 18.1.

“**Authorized Parent User**" means a parent, guardian, or other individual who has been granted remote access to the Licensed Software by District. Authorized Parent Users shall not include End Users.

"**Confidential Information**" has the meaning set forth in Section 9.1.

"**Disclosing Party**" has the meaning set forth in Section 9.1.

“**District**” means the school, school district, or other entity that has purchased a license to use the Licensed Software and/or Services from PaySchools.

“District Data” includes all PII and other non-public information of District to which PaySchools has access including, but not limited to, student data, metadata, and other content provided by or through District’s End Users and Authorized Parent Users. Without limitation, District Data includes student “education records” as that term is defined by the Federal Education Rights Privacy Act.

"**Documentation**" means any and all manuals, instructions and other documents and materials that PaySchools provides or makes available to District in any form or medium which describe the functionality, components, features or requirements of the Licensed Software (including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof) or Services.

"**End User**" means an employee or contractor of District who has been granted access to the Licensed Software, or granted remote access to the Licensed Software, by the District. End Users shall not include Authorized Parent Users.

“**Equipment Support Services**” has the meaning set forth in Section 5.5.

“**Hosted Services**” has the meaning set forth in Section 5.3.

“**Hosted System**” has the meaning set forth in Section 23.4(b).

"**Initial Term**" has the meaning set forth in Section 15.1.

“**Integration**” has the meaning set forth in Section 7.1.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Licensed Software**" means (i) any and all software products licensed to District under this Agreement as specified in an Ordering Document, all as developed by or for PaySchools, and delivered to District hereunder; and (ii) any Maintenance Releases provided to District pursuant to this Agreement.

"**Loss**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Maintenance and Support Services**" has the meaning set forth in Section 5.2.

"**Maintenance Release**" means any update, upgrade, release or other adaptation or modification of the Licensed Software, including any updated Documentation, that PaySchools may provide to District from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Licensed Software, but does not include any New Version.

"**New Version**" means any new version of the Licensed Software that PaySchools may from time to time introduce and market generally as a distinct licensed product (as may be indicated by PaySchools' designation of a new version number), and which PaySchools may make available to District at an additional cost.

"**Non-PaySchools Application**" shall mean a software application or functionality that is provided by District (regardless of whether owned by the District or licensed by District from a third-party) that interoperates with the Licensed Software or Services.

"**Open-Source Components**" means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

"**Open-Source License**" has the meaning set forth in Section 2.1(c).

"**Ordering Document**" means a document (either in electronic or paper form) provided to District that describes or specifies the Licensed Software, Third-Party Software, or Open-Source Components to be licensed by the District for the applicable term and/or Services to be provided to the District by or through PaySchools.

"**Payment Failure**" has the meaning set forth in Section 15.3(a).

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"**Personally Identifiable Information**" (or PII) means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted or located. Personally Identifiable Information includes "personally identifiable

information” contained in student “education records” that as those terms are defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

“**Professional Services**” means professional services provided by or through PaySchools to District on a task basis as described in more detail in a statement of work, Ordering Document, or other document mutually agreed to by the parties. Professional Services excludes Maintenance and Support Services, Payment Processing Services, Hosted Services, and Equipment Support Services.

"**Receiving Party**" has the meaning set forth in Section 9.1.

"**Renewal Term**" has the meaning set forth in Section 15.2.

"**Representatives**" means, with respect to a party and that party's employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors and legal advisors. PaySchools’ Representatives also includes PaySchools’ affiliates and its employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors and legal advisors.

"**Services**" means any services acquired by District from or through PaySchools including Maintenance and Support Services, Payment Processing Services, Hosted Services, Equipment Support Services, and Professional Services.

“**Subcontractor**” has the meaning set forth in Section 21.4.

"**Term**" has the meaning set forth in Section 15.2.

“**Third-Party Services**” means third-party services purchased by District through PaySchools under this Agreement.

“**Third-Party Software**” means third-party software provided by or through PaySchools to District under this Agreement, and all maintenance releases thereto. Third-Party Software excludes any Non-PaySchools Applications.

Equipment Sale and Maintenance and Support Service Terms

In addition to the PaySchools General Terms and Conditions, these Equipment Sale and Maintenance and Support Terms ("**Terms**") govern the sale of devices, machines, tools, hardware, and other goods ("**Equipment**") by CP-DBS, LLC d/b/a PaySchools ("**PaySchools**") as well as the sale of any related maintenance and support services for such Equipment ("**Equipment Support Services**") by or through PaySchools to District. In the event there is a conflict between these Terms and the PaySchools General Terms and Conditions, these Terms apply but only to the extent of such conflict.

Capitalized terms not defined herein shall have the meanings given to them in the PaySchools General Terms and Conditions.

1. Shipping Terms. Delivery of the Equipment shall be made FOB PaySchools-specified origin for expedited orders (District pays freight). Standard delivery of the Equipment shall be made FOB destination (PaySchools pays freight). PaySchools may select the carrier and upon delivery of the Equipment to the carrier, title and risk of loss will pass to District. Any shipping schedule provided by PaySchools to District is PaySchools's then-current estimate of delivery dates. PaySchools will use reasonable efforts to deliver Equipment in accordance with that schedule, but PaySchools does not warrant or guarantee any particular delivery dates. PaySchools shall not be liable for any delays, loss or damage in transit.

2. Delivery of Equipment. Delivery shall occur when the item of Equipment is delivered to the location stated on the applicable invoice or ordering document and signed-for by a District representative. PaySchools may, in its sole discretion, without liability or penalty, make partial shipments of Equipment to District. Each shipment will constitute a separate sale, and District shall pay for the units shipped whether such shipment is in whole or partial fulfillment of District's purchase order.

3. Inspection and Rejection of Nonconforming Equipment

3.1 District shall inspect the Equipment upon delivery. District will be deemed to have accepted the Equipment unless it notifies PaySchools in writing of any Nonconforming Equipment within 5 days of delivery and furnishes such written evidence or other documentation as reasonably required by PaySchools. "**Nonconforming Equipment**" means only the following: (i) product shipped is different than identified in the applicable invoice or ordering document; or (ii) product's label or packaging incorrectly identifies its contents.

3.2 If District timely notifies PaySchools of any Nonconforming Equipment, PaySchools shall, in its sole discretion, (i) replace such Nonconforming Equipment with conforming Equipment, or (ii) credit or refund the Price for such Nonconforming Equipment, together with any reasonable shipping and handling expenses incurred by District in connection therewith. District shall ship, at its expense and risk of loss, the Nonconforming Equipment to the location specified by PaySchools. If PaySchools exercises its option to replace Nonconforming Equipment, PaySchools shall, after receiving District's shipment of Nonconforming Equipment, ship to District, at District's expense and risk of loss, the replaced Equipment to the Delivery Point.

3.3 District acknowledges and agrees that the remedies set forth in Section 3.2 are District's exclusive remedies for the delivery of Nonconforming Equipment. Except as provided under Section 3.2, all sales of Equipment to District are made on a one-way basis and District has no right to return Equipment purchased under these Terms to PaySchools.

4. Security Interest. As collateral security for the payment of the purchase price of the Equipment, District hereby grants to PaySchools a lien on and security interest in and to all of the right, title and interest of District in, to and under the Equipment, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Tennessee Uniform Commercial Code.

5. Safe Operation. District shall use, and shall require all persons operating the Equipment to use, any and all proper and safe operating procedures set forth in the operator's manual and instruction sheets relating to the Equipment. District shall not remove or modify any safety device or warning sign installed on or attached to any item of Equipment.

6. District's Acts or Omissions. If PaySchools' performance of its obligations under these Terms are prevented or delayed by any act or omission of District or its agents, subcontractors, consultants or employees, PaySchools shall not be deemed in breach of its obligations under these Terms or otherwise liable for any costs, charges or losses sustained or incurred by District, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Equipment Support Services

7.1 Generally. If ordered, PaySchools or its subcontractors will provide District with the Equipment Support Services in accordance with the applicable maintenance and support document in effect at the time that the Equipment Support Services are provided to District. PaySchools may, from time to time change the Equipment Support Services without the consent of District if such changes do not materially affect the nature or scope of the Equipment Support Services or the fees charged for such Equipment Support Services.

7.2 Maintenance. Subject to the exclusions in Section 7.3 below, equipment maintenance that is provided as part of our Equipment Support Services may include labor and replacement parts necessary to maintain the covered equipment in good operating condition. This means that the covered equipment will be maintained so that it substantially conforms to the applicable specifications. We may use refurbished parts and equipment as part of such maintenance. Alternatively, we reserve the right to replace defective equipment if it is still under the manufacturer's warranty and the manufacturer's warranty provides for replacement. All equipment returned for maintenance as part of our Equipment Support Services is subject to inspection prior to replacement, repair, and/or replacement parts being provided.

7.3 Exclusions. Upgrades are not provided as part of the Equipment Support Services. The following are excluded from Equipment Support Services: defective or non-working equipment caused by liquid, fire, improper use, dropped equipment, vandalism, power fluctuations/outages, sub-standard electrical wiring, unauthorized

attempted repair by a party other than the equipment manufacturer, and/or computer viruses or other similar code or devices.

7.4 Cooperation. With respect to the Equipment Support Services, District shall (i) cooperate with PaySchools in all matters relating to the Equipment Support Services and provide such access to District's premises, and such office accommodation and other facilities as may reasonably be requested by PaySchools, for the purposes of performing the Equipment Support Services; (ii) respond promptly to any PaySchools request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for PaySchools to perform Equipment Support Services in accordance with the requirements of these Terms; (iii) provide such customer materials or information as PaySchools may reasonably request to carry out the Equipment Support Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Equipment Support Services before the date on which the Equipment Support Services are to start.

8. Prices and Fees

8.1 District shall purchase the Equipment and Equipment Support Services from PaySchools at the prices and fees set forth in PaySchools' published price and fee list in force as of the invoice date. If the price for a particular item of equipment is increased by PaySchools before delivery of an item of Equipment to a carrier for shipment to District, then the District shall be billed by PaySchools on the basis of such increased price.

8.2 District agrees to reimburse PaySchools for all reasonable travel and out-of-pocket expenses incurred by PaySchools in connection with the performance of the Equipment Support Services.

8.3 All prices and fees are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by District. District shall be responsible for all such charges, costs and taxes; provided, that, District shall not be responsible for any taxes imposed on, or with respect to, PaySchools' income, revenues, gross receipts, personnel or real or personal property or other assets.

9. Payment Terms

9.1 Fees for Equipment Support Services shall be paid annually in advance. District shall pay all invoiced amounts due to PaySchools within 30 days from the date of PaySchools' invoice. District shall make all payments hereunder by and in US dollars.

9.2 In addition to all other remedies available under these Terms or at law (which PaySchools does not waive by the exercise of any rights hereunder), PaySchools shall be entitled to suspend the delivery of any Equipment or performance of any Equipment Support Services if District fails to pay any amounts when due hereunder and such failure continues for 30 days following written notice thereof.

9.3 District shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with PaySchools, whether relating to PaySchools' breach, bankruptcy or otherwise.

10. Limited Warranties; DISCLAIMER

10.1 Equipment. PaySchools warrants that on delivery District will receive good title to the Equipment, free and clear of all claims, liens and encumbrances arising through PaySchools except for any unpaid portion of the purchase price. PaySchools further warrants that the Equipment will substantially conform to the applicable specifications for 90 days after delivery. With respect to Equipment that is not manufactured by PaySchools, PaySchools will pass through to District any warranty made by the Equipment manufacturer, to the extent permitted by any such warranty. Except for the limited warranties set forth in this Section 10.1, PaySchools makes no warranties of any kind (express or implied) with respect to the Equipment.

10.2 Equipment Support Services. PaySchools warrants to District that it shall perform the Equipment Support Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services for ninety (90) days following the performance of the applicable Equipment Support Services.

10.3 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS AND 10.2, PAYSCHOOLS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR EQUIPMENT SUPPORT SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

10.4 PaySchools shall not be liable for a breach of the warranties set forth in Section 10.1 or Section 10.2 unless: (i) District gives written notice of the defective Equipment or Services, as the case may be, reasonably described, to PaySchools within 30 days of the time when District discovers or ought to have discovered the defect; (ii) if applicable, PaySchools is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 10.1 to examine such Equipment and District (if requested to do so by PaySchools) returns such Equipment to PaySchools' place of business at PaySchools' cost for the examination to take place there; and (iii) PaySchools reasonably verifies District's claim that the Equipment or Equipment Support Services, as applicable, are defective.

10.5 PaySchools shall not be liable for a breach of the warranty set forth in Section 10.1 or Section 10.2 if: (i) District makes any further use of such Equipment after giving such notice; (ii) the defect arises because District failed to follow PaySchools' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment; or (iii) District alters or repairs such Equipment without the prior written consent of PaySchools.

10.6 Subject to Section 10.4 and Section 10.5 above, with respect to any such Equipment, PaySchools shall, in its sole discretion, either: (i) repair or replace such Equipment (or the defective part) or (ii) credit or refund the price of such Equipment at the pro rata contract rate provided that, if PaySchools so requests, District shall, at PaySchools' expense, return such Equipment to PaySchools.

10.7 Subject to Section 10.4 and Section 10.5 above, with respect to any Equipment Support Services subject to a claim under the warranty set forth in Section 10.2, PaySchools shall, in its sole discretion, (i) re-perform

the applicable Equipment Support Services or (ii) credit or refund the price of such Equipment Support Services at the pro rata contract rate.

10.8 THE REMEDIES SET FORTH IN SECTION 10.6 AND 10.7 SHALL BE THE DISTRICT'S SOLE AND EXCLUSIVE REMEDY AND PAYSCHOOLS' ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 10.1 AND 10.2, RESPECTIVELY.

11. Limitation of Liability.

11.1 IN NO EVENT SHALL PAYSCHOOLS BE LIABLE TO DISTRICT OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PAYSCHOOLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2 IN NO EVENT SHALL PAYSCHOOLS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO (2) TIMES THE TOTAL OF THE AMOUNTS PAID TO PAYSCHOOLS FOR THE EQUIPMENT AND EQUIPMENT SUPPORT SERVICES SOLD HEREUNDER OR $1,000, WHICHEVER IS LESS.

11.3 The limitation of liability set forth in Section 11.2 shall not apply to (i) liability resulting from PAYSCHOOLS' gross negligence or willful misconduct and (ii) death or bodily injury resulting from PAYSCHOOLS' acts or omissions.

MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among VANTIV, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and the registered sub-merchant of CP-DBS, LLC dba Data Business Systems ("Sub-merchant") in connection with the agreement between Sub-merchant and i3 Verticals, LLC ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. **Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: http://usa.visa.com/merchants/ and http://www.mastercard.com/us/merchant/ and http://www.discovernetwork.com/merchants/. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

   If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

   Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

   Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. **Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but

not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. **Term and Termination.** This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

   Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquire determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

5. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

   EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

6. **Miscellaneous**. This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT: the registered sub-merchant of CP-DBS, LLC dba Data Business Systems

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

_____

PAYMENT PROCESSING AGREEMENT
FOR SUBMERCHANTS

This Payment Processing Agreement for Sub-merchants ("Agreement") is issued in connection with the i3-DBS, LLC dba Data Business Systems ("DBS") User Agreement for www.databusys.com ("User Agreement"), and sets forth the terms and conditions that govern the payment processing services to be provided DBS to its registered sub-merchants ("Sub-merchant"). Such payment processing services are provided by Vantiv, LLC ("Processor"), i3 Verticals, LLC ("Provider") and Fifth Third Bank (as such bank may change from time to time, the "Member Bank") pursuant to a Payment Facilitator Merchant Agreement ("Processor Agreement"). DBS is required enter into this Agreement with its customers, who are "sub-merchants" for purposes of this Agreement and the Processing Agreement. This Agreement constitutes "Additional Terms" as defined in the User Agreement. Sub-merchant has registered to receive the DBS services more fully described at www.databusys.com (the "Website"), in accordance with the User Agreement posted to the Website from time to time. Sub-merchant has submitted an Application for the Services described herein, and by its acceptance of the Application, DBS agrees to provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement to facilitate Sub-merchant's acceptance of credit and debit card payments for goods and services provided to Cardholders. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc ("VISA"), Discover Financial Services, LLC ("Discover"), and Other Networks (defined below) (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. DBS and Sub-merchant agree as follows:

Terms and Conditions

1. **Definitions**. Unless otherwise defined above, all capitalized terms used in this Agreement shall have the meanings given to them herein or in Appendix A attached to this Agreement.

2. **The Services.** DBS is a registered PSP and Payment Facilitator as provided for in the Operating Regulations. Pursuant to the Processing Agreement, DBS has arranged for Processor to acquire, process and settle payment for transactions initiated by Sub-merchant's Payors, by means of Instruction Based Funding. Such acquiring, processing, and settlement shall be made in accordance with the Operating Regulations using the channels set forth in the Account Application, which include: credit/debit card and EFT (electronic funds transfer) payments through the Website, (collectively "Payments"). Subject to processing delays and risk holds, DBS has made arrangements as a Payment Facilitator to cause Payments to be made to Sub-merchant. Processor will periodically transfer Payments to Sub-merchant's Account based upon instructions provided by DBS via Instruction Based Funding, as more fully described in the User Agreement.

3. **Authorization.** Sub-merchant hereby authorizes DBS to facilitate the debiting and crediting of the bank account described in its Application ("Bank Account"), for purposes of depositing Payments to Sub-merchant's Bank Account, debiting from Sub-merchant's Bank Account any chargebacks, refunds, or reversals, and debiting any fees or charges owed to DBS. Sub-merchant agrees keep this bank information up-to-date with DBS at all times. Failure to do so may result in Payments being misdirected, withheld, or returned to its Payors. DBS shall in no event be liable for any damages directly or indirectly resulting from incorrect bank information.

4. **Sub-merchant Responsibilities.**

   4.1. Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Operating Regulations, the Payment Card Industry Data Security Standards (PCI-DSS), the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks. Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: http://usa.visa.com/customers/ and http://www.mastercard.com/us/Sub-merchant/ and http://www.discovernetwork.com/customers/. Sub-merchant will comply with the Card acceptance and website requirements set forth in the Operating Regulations. Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of foreign Assets control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

   4.2. Sub-merchant also agrees to execute a direct processing agreement with Processor, in the form provided by Processor, as a supplement to this Agreement, and will provide DBS with a copy of such agreement upon request.

4.3. Sub-merchant will permit DBS to perform risk monitoring functions as required by the Operating Regulations and Rules Summary.

4.4. Sub-merchant will notify DBS immediately of any Payor disputes or other matters that require escalation to Processor and immediately forward any notices received by Sub-merchant concerning a disputed payment transaction.

4.5. Sub-merchant will assure that only sales transactions produced as the direct result of bona fide sales to Payors for such identified products and/or services are completed and delivered to DBS for processing.

4.6. Sub-merchant will not present sales transactions for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

5. **Sub-merchant Prohibitions.** Sub-merchant acknowledges and agrees that the prohibited actions described below ("**Prohibited Actions**") are actions which may mislead, disadvantage, defraud or damage any, or all of, the following entities; (a) a Payor; (b) the issuing bank; (c) the settlement bank; (d) the Associations; (e) DBS; (f) Processor; or (f) the Member Bank. Sub-merchant agrees that it must take all available steps and precautions to prevent fraud, theft, or misappropriation of Payor data. Sub-merchant agrees that it will not take any of the following Prohibited Actions and it will not permit a third party under its control to take the actions described in Section 4.1 in any situation where it has knowledge of such actions. Sub-merchant is deemed to be responsible for and to control the conduct of its employees, contractors, customers, and representatives.

5.1. Sale Transactions. Sub-merchant will not submit any sales transaction to Processor: (a) that adds any surcharge to the transaction, except to the extent authorized by the Operating Regulations or Applicable Law; (b) that adds any tax to the transaction, unless Applicable Law expressly allows for the customer to impose a tax. Any tax amount, if allowed, must be included in the transaction amount and not collected separately; (c) that represents the refinancing or transfer of an existing Payor obligation that is deemed to be uncollectible or arises from the dishonor of a Payor's personal check or from the acceptance of a Card at a terminal that dispenses scrip; (d) that Sub-merchant knows or should have known to be fraudulent or not authorized by the Payor, or that it knows or should have known to be authorized by a customer colluding with Sub-merchant for a fraudulent purpose; (e) until after the services are performed, and/or Sub-merchant has completed the transaction, unless Sub-merchant has obtained Payor consent for a recurring transaction; (f) where a valid authorization was required but not obtained; (g) where multiple authorizations for amounts less than the total sale amount have been obtained; (h) which results in a disbursement of cash or cash equivalent to a Payor; (i) that establishes a maximum dollar sale transaction amount, except to the extent authorized by the Operating Regulations.

5.2. Refund Transactions. Sub-merchant will not submit any refund transaction to Processor: (a) that does not correlate to an original sales transaction from the Cardholder; (b) that exceeds the amount shown as the total on the original sale transaction; (c) more than three (3) business days following either: (i) a regulatory requirement granting a Payor's right to a refund; or (ii) a non-disputed Payor request.

5.3. Other Prohibited Activities. Sub-merchant will not: (a) use any Payor data or other transaction data for any purpose not authorized by this Agreement; (b) disclose any Payor data or other transaction data to any entity except for necessary disclosures to affected Payors, and through Processor to affected Association entities (c) provide to Processor or DBS any inaccurate, incomplete, or misleading information; (d) fail to provide DBS with timely notification of events that have caused or could cause material changes in the Sub-merchant's ability to fulfill its obligations under this Agreement, including but not limited to (i) adverse changes in Sub-merchant's financial health; (ii) adverse changes in Sub-merchant's business conditions or environment; or (iii) actions by governmental or non-governmental agencies; (e) transfer or attempt to transfer its financial liability by asking or requiring Payors to waive their dispute rights; (f) submit transactions on behalf of another entity that the Associations would consider a sub-ISO, Payment Service Provider (PSP), DBS, or other third party payment provider; (g) submit transactions for entities that do not have their principal places of business in the United States.

6. **Parties to the Agreement; Entire Agreement**. This Agreement constitutes the agreement required by the Processing Agreement between DBS, as an Affiliated Payfac under the Processing Agreement, and its sub-merchants. In addition, the Sub-merchant may be required under the Processing Agreement to enter into a direct processing agreement with Processor ("Direct Processing Agreement") if it processes transactions in excess of a certain dollar amount as required by the Operating Regulations. DBS and Sub-merchant acknowledge and agree that Processor and Member Bank are hereby made parties to this Agreement for that purpose, and each shall have the right to enforce against Sub-merchant all terms and conditions of

this Agreement, and any future amendments or addenda to which they are a party, that are set forth therein. This Agreement and the Direct Processing Agreement, if applicable, shall constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement shall not be superceded or replaced by the Direct Processing Agreement. In the event of a conflict between the terms of this Agreement and the Direct Processing Agreement, the terms of the Direct Processing Agreement shall control.

7. **Investigations**. Sub-merchant will promptly notify DBS in the event Sub-merchant becomes aware of any unusual or suspicious activity regarding its customers and will cooperate with Processor, DBS, Member Bank and the Associations, as applicable, in connection with any investigation of its customers' background or activity.

8. **Reserve Account; Right of Setoff**. DBS reserves the right to require a reserve of funds (the "Reserve Account") in an amount satisfactory to DBS to secure Sub-merchant's obligations to DBS hereunder. Upon notice to Sub-merchant, DBS may make one or more deductions or offsets to any payments otherwise due to Sub-merchant to fund the Reserve Account in an amount satisfactory to DBS based upon a reasonably anticipated risk of loss to DBS. To secure DBS's obligations to Processor, Member Bank and Provider on Sub-merchant's behalf under the Processing Agreement, Sub-merchant grants to Processor, Member Bank and DBS a lien and security interest in and to (i) any such Reserve Account, and (ii) any of Sub-merchant's funds pertaining to the Card transactions contemplated by the Processing Agreement now or hereafter in Processor's or Member Bank's possession, whether now or hereafter due or to become due to Sub-merchant. Such lien granted to Processor and Member Bank may have a higher priority than any lien granted to DBS in and to both (i) and (ii) above. In addition to any rights now or hereafter granted under Applicable Laws and not by way of limitation of any such rights, Processor and Member Bank are hereby authorize by Sub-merchant at any time and from time to time, without notice or demand to Sub-merchant or to any other person (and such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all funds held in a Reserve Account established hereunder and held by DBS against and on account of obligations owed to Processor or Member Bank by DBS on Sub-merchant's behalf, whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. Sub-merchant agrees to duly execute and deliver to Processor or Member Bank, as applicable, such instruments and documents as they may reasonably request to perfect and confirm the lien or security interest set forth in this Agreement. The right of setoff shall be deemed to have been exercised immediately upon the occurrence of default hereunder without any action by DBS or notation in DBS's records, although DBS may enter such set off on its books and records at a later time.

8. **Audits**. At any reasonable time upon reasonable notice to Sub-merchant, Sub-merchant shall allow auditors, including the auditors of DBS, any Association or any third party designated by DBS, Processor or the applicable Association, to review the files held and the procedures followed by Sub-merchant at any or all of Sub-merchant's offices or places of business. Any such audit shall be at DBS's expense, unless it is required by Processor or by an Association. Sub-merchant will assist such auditors as may be necessary for them to complete their audit, and will cooperate where necessary and appropriate. In the event that a third-party audit is requested by an Association, Member Bank or regulatory agency, and/or required by the Operating Regulations or applicable law, DBS may, at its option, and at Sub-merchant's sole expense, either retain a third party to perform the audit, or require that Sub-merchant directly retain a specific third party auditor. If DBS requires that Sub-merchant directly retain the auditor, Sub-merchant shall arrange immediately for such audit to be performed, and will provide DBS and the Associations with a copy of any final audit report.

9. **Representations and Warranties; Authorization.** Sub-merchant hereby represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary appropriate authorizing actions of Sub-merchant; that the execution, delivery and performance of this Agreement will not contravene any applicable by-law, corporate charter, partnership or joint venture agreement, law, regulation, order or judgment involving Sub-merchant; that the execution, delivery and performance of the Agreement will not contravene any provision or constitute a default under any other agreement, license or contract which Sub-merchant is bound; that the Agreement is valid and enforceable in accordance with its terms against Sub-merchant as if each Sub-merchant had signed the Agreement; that the fees and charges in the Sub-merchant Agreement shall apply separately and independently to DBS and Sub-merchant; and that Sub-merchant will be bound by any amendments and modifications to the Agreement agreed to by DBS.

10. **Data Security and Privacy**. Sub-merchant represents to DBS that it does not have access to Card information (such as the Cardholder's account number, expiration date, and CVV2) and will not request access to such Card information from DBS.In the event that Sub-merchant receives such Card or other personal information of its tenants in connection with the processing services provided under this Agreement, Sub-merchant agrees that it will not use it for any fraudulent purpose or in violation of any Card Organization Rules, including but not limited to Payment Card Industry Data Security Standards ("PCI DSS") or Applicable Laws. If at any time Sub-merchant believes that tenant personal information has been compromised, Sub-merchant must notify us promptly and assist in providing notification to the proper parties. Sub-

merchant must ensure compliance by itself and any third party service provider utilized by Sub-merchant, with all security standards and guidelines that are applicable to Sub-merchant and published from time to time, including without limitation those published by Visa, MasterCard or any other Card Organization, and including, without limitation, the Visa U.S.A. Cardholder Information Security Program ("CISP"), the MasterCard Site Data Protection ("SDP"), and (where applicable), the PCI Security Standards Council, Visa, and MasterCard PA-DSS ("Payment Application Data Security Standards") (collectively, the "Security Guidelines"). DBS will not be responsible for unauthorized use or access to tenant's personal information or financial data by Sub-merchant, sub-merchant's employees, or any other party associated with Sub-merchant, except to the extent such use or access is due to DBS's fault or negligence. If any Card Organization requires an audit of Sub-merchant due to a data security compromise event or suspected event, Sub-merchant agrees to cooperate with such audit. Sub-merchant may not use any Card information other than for the sole purpose of completing the transaction authorized by the tenant for which the information was provided to Sub-merchant, or as specifically allowed by Card Organization Rules, Operating Regulations, or as required by law. DBS may use any and all information gathered in the performance of the Services or the operation of the Website in accordance with its Privacy Policy. In addition, sub-merchant agrees that DBS may use such information for any lawful purpose including marketing and deriving statistics regarding its Website and the Services.

11. **Modification of this Agreement or the Services**. DBS may from time to time without prior notice amend or modify this Agreement or the Services and Website, including without limitation a change to the pricing, terms or products offered; provided, however, that DBS will not modify the Services in a manner that would, in its sole discretion, significantly adversely affect Sub-merchant's use thereof, without providing at least ten days' prior notice to DBS of any such modification. Such notice may be made by means of email or a posting on the Website. Sub-merchant's continued use of the Services following notification of any change or amendment to this Agreement or the Services shall be evidence of its consent and agreement to the modification and/or amendment. Posting notice of any modification or amendment on the Website shall be deemed adequate notification.

12. **Fees.** Sub-merchant shall pay the fees as described in and in the amounts set forth in the Application. Tenants of Sub-merchant may be required to pay fees in order to make online Payments, if provided for in the enrollment documentation for the Services as set forth on the Website. Sub-merchant is responsible for disclosing all tenant-paid fees to tenants. If a dispute arises related to non-disclosure of tenant-paid fees, Sub-merchant shall be liable to DBS for the full transaction amount including fees or charges for facilitating the payment of amounts due to Sub-merchant, as DBS may determine in its sole discretion. DBS may grant or deny to tenants the ability to use the DBS Services for any reason in its sole discretion. DBS reserves the right to modify and amend all fees payable for the Services upon ten days' notice to Sub-merchant.

13. **Term and Termination.**

13.1. This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution hereof. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon DBS, on the date DBS accepts this Agreement, and shall continue until either party gives the other at least 30 days written notice of termination.

13.2. Notwithstanding the foregoing, DBS may immediately cease providing Services and/or terminate this Agreement without notice if: (i) Sub-merchant fails to pay any amount to DBS or Processor when due, (ii) DBS has received a request from Processor, Member Bank, or the Associations to terminate this Agreement; (iii) DBS believes that the provision of a service to Sub-merchant may be a violation of the Operating Regulations or any Applicable Laws; (iv) DBS believes that Sub-merchant has violated or is likely to violate the Operating Regulations or Applicable Law; (v) DBS determines that Sub-merchant poses a financial or regulatory risk to DBS or an Association, (vi) the Processing Agreement is terminated for any reason; (vii) any Association deregisters DBS; (viii) Processor or Member Bank ceases to be a member of or to participate in programs affiliated with the Associations that permit them to offer the Services; (ix) DBS fails to have the required licenses or registrations, or is the subject of any regulatory enforcement action in connection with any Applicable Law.

14. **Limitation of Liability; Indemnification**.

14.1. Sub-merchant agrees to notify DBS by a written communication with DBS of any alleged breach by Processor of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach. Sub-merchant hereby authorizes DBS to assert any such claim against Processor on its behalf, and to take all steps deemed necessary or appropriate in connection with such claim.

14.2. Sub-merchant is liable for all acts, omissions, Payor disputes, and other Payor customer service-related issues. Sub-merchant acknowledges that Processor may refuse to process transactions for it in Processor's reasonable discretion, and Sub-merchant agrees that Sub-merchant, and not DBS, shall be responsible for resolving any issues, problems, or disputes with its customers.

14.3. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, DBS DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF SUB-MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUB-MERCHANT HEREBY ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE ACCEPTANCE OF CARDS AND SUB-MERCHANT HEREBY ASSUMES ALL SUCH RISKS EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN. Sub-merchant's sole and exclusive remedy for any and all claims against DBS arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. Neither Processor, Sub-merchant Bank, nor DBS shall be deemed to be in default under this Agreement or liable for any delay or loss in the performance, failure to perform, or interruption of any Services resulting, directly or indirectly, from a Force Majeure Event. Upon such an occurrence, performance by Processor, Member Bank and DBS shall be excused until the cause for the delay has been removed and Processor, Sub-merchant Bank, and DBS have had a reasonable time to again provide the Services. No cause of action, regardless of form, shall be brought by either party more than 1 year after the cause of action arose, other than one for the nonpayment of fees and amounts due Provide under this Agreement. Any restriction on DBS's liability under this Agreement shall apply in the same manner to Processor and Member Bank.

14.4. Sub-merchant acknowledges and agrees that: (i) Sub-merchant's receipt of Payments are transactions between Sub-merchant and the relevant Payor who is a tenant of Sub-merchant and not with DBS or any of DBS's affiliates; (ii) DBS is a Payment Facilitator for Sub-merchant and is not a party to any transaction; and (iii) funds processed by Processor or its service providers (including any bank service providers) in connection with the processing of Payments are not deposit obligations and are not insured for Sub-merchant's benefit by any governmental agency.

14.5. Sub-merchant shall indemnify, defend, and hold harmless DBS, and its directors, officers, employees, affiliates and agents from and against all third party proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by DBS, its directors, officers, employees, affiliates and agents to the extent resulting from or arising out of any actions or failure to act by Sub-merchant in connection with the Services in this Agreement, Sub-merchant's processing activities, the business of Sub-merchant, and their respective customers, any sales transaction acquired by Processor or Member Bank, any noncompliance with the Operating Regulations (or any rules or regulations promulgated by or in conjunction with the Associations) by Sub-merchant, DBS, or their respective agents (including any Sub-merchant Supplier), any disputes between Sub-merchant its customers, any Data Incident caused by the action or failure to act by Sub-merchant or Sub-merchant Supplier, any infiltration, hack, breach, or violation of the processing system of Sub-merchant, Sub-merchant Supplier, or any other third party processor or system, or by reason of any breach or nonperformance by Sub-merchant or Sub-merchant Supplier of any provision of this Agreement or the Terms of Use on the part of the Sub-merchant, or its employees, agents, Sub-merchant Suppliers or customers. This indemnification shall survive the termination of this Agreement.

15. **Miscellaneous**. DBS may amend this Agreement upon notice to Sub-merchant in accordance with DBS's standard operating procedures. This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Tennessee without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of DBS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, DBS and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provisions will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement. "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio banking corporation, located in Cincinnati, Ohio. The Member Bank may be changed, and its rights and obligations assigned to another party by Processor at any time without notice to DBS or Sub-merchant.

ATTACHMENT A

PAYMENT PROCESSING

A. Sub-merchant agrees that it will take all steps necessary to assist DBS in complying with its obligations under the Operating Regulations and Applicable Laws related to the settlement of sales transactions, including but not limited to filing of quarterly or other reports required under the Operating Regulations and the payment of assessments, chargebacks and fees in connection with transactions processed under this Agreement.

B. Sub-merchant will establish and maintain its Bank Account with a financial institution to credit the payments and fees Sub-merchant charges its customers. Sub-merchant authorizes Processor and Member Bank to initiate and make transfers to and from the Bank Account to effect the transactions contemplated by this Agreement ("Payments"). Any deficit in the Bank Account owing shall be paid by Sub-merchant into the Bank Account or directly to DBS to cover any deficit. Sub-merchant agrees to reimburse DBS, on demand, for any losses incurred as a result of insufficient funds in the Bank Account. Sub-merchant and DBS will mutually agree upon the provision of reporting and exchange of data as may be required by DBS to monitor and manage the activity relative to the Bank Account including any transfers to and from the Bank Account.

C. During the term of this Agreement and for no less than one year thereafter, Sub-merchant will maintain a positive balance in the Bank Account at all times sufficient to accommodate all funding required by this Agreement. If at any time a deficit balance exists in the Bank Account, DBS shall give Sub-merchant written notice of such deficit and Sub-merchant shall have two (2) business days to cure such deficit and DBS reserves the right to require that Sub-merchant maintain a minimum balance in the Bank Account in an amount to be reasonably determined by DBS. Any fees, interest expenses or other expenses with respect to the Bank Account will be the sole responsibility of Sub-merchant and will be paid directly by Sub-merchant. If Processor or DBS incurs any fees, interest expenses or other expenses with respect to funding any deficit in the Bank Account, such amount shall be reimbursed by Sub-merchant, on demand by DBS, at Processor's standard Cost of Funds rate on Processor's DBS Price Schedule. Alternatively, if DBS has required the establishment of a Reserve Account, DBS may offset such amount against the Reserve Account in accordance with Section 8 of this Agreement.

D. Processor has established a partitioned credit limit for eCheck activity. Processor may limit Sub-merchant's eCheck activity under this Agreement if necessary to maintain such limit. Sub-merchant acknowledges and agrees that DBS may at any time determine to restrict the amount or type of transactions DBS or Processor is willing to accept based on standards established and administered by Processor in its sole discretion. Processor and/or Member Bank may reject any ACH entry ("Entry") which does not comply with the requirements of this Agreement, the NACHA Operating Regulations, Applicable Law or Member Bank's or Processor's requirements and specifications. Sub-merchant has no right to cancel or amend any Entry after its receipt by Processor or Member Bank. Sub-merchant is responsible for payment for an Entry even if the Entry is erroneous or is a duplicate Entry and regardless of whether Sub-merchant was the source of the error or duplicate Entry. Sub-merchant agrees not to initiate any Entry or other transaction in violation of Applicable Law.

E. The terms of this Attachment A do not modify Sub-merchant's due diligence obligations, including, without limitation, Sub-merchant's responsibility to satisfy all applicable anti-money laundering (AML) policies. Sub-merchant will ensure that each customer authorizes Processor to initiate credit and debit ACH entries to the customer's Bank Account.

F. Each time Sub-merchant transmits an Entry to Processor or Member Bank, Sub-merchant represents and warrants to Processor and Member Bank that:

- The Originator has authorized Sub-merchant to transmit Entries to Processor and Member Bank on behalf of Sub-merchant, in a manner that complies with the NACHA Operating Regulations, for processing and transmittal by Processor and Member Bank through the ACH system, which authorization has not been terminated and is in full force and effect, and Sub-merchant has agreed to make payment for any credit Entries originated and for any debit Entries returned by the RDFI;
- Sub-merchant agrees to be bound by the NACHA Operating Regulations and to not initiate transactions in violation of United States law, and agrees to assume the responsibilities and perform the obligations of an Originator under the NACHA Operating Regulations;
- Each Receiver of an Entry has authorized, in a manner that complies with the requirements of the Operating Regulations, Sub-merchant, or an agent of Sub-merchant, to initiate the Entry, and no such authorization has been revoked;
- Sub-merchant has no knowledge of the revocation of the Receiver's authorization or the termination of the agreement between the RDFI and the Receiver concerning the Entry; and
- The Entry accurately reflects the entry data furnished to Sub-merchant and does not violate any agreement between Originator and Sub-merchant.

APPENDIX A

DEFINITIONS

As used in this Agreement, the following terms mean as follows:

"Application" means the application for the Services required by DBS and completed and delivered by Sub-merchant as a prerequisite for participating in the Services.

"Applicable Laws" shall mean all applicable state, federal, and local laws, rules and regulations, including without limitation, the Bank Secrecy Act, the implementing regulations issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission, as well as any and all other federal and state anti-money laundering laws and regulations.

"Bank Account" shall mean the Sub-merchant's bank account identified in its Application or other documentation provided to DBS to set up the Services.

"Cardholder" shall mean any person authorized to use a Card or the accounts established in connection with a Card.

"Cards" shall mean MasterCard, VISA, Discover and Other Network cards, account numbers assigned to a Cardholder or other forms of payment accepted by Processor, for which pricing is set forth in the account opening documentation.

"Force Majeure Event" shall mean errors in data provided by Sub-merchant or others, labor disputes, fire, weather or other casualty, power outages, and funding delays, however caused, governmental orders or regulations, or any other cause, whether similar or dissimilar to the foregoing, beyond Processor's, Member Bank's, or DBS's reasonable control.

"Instruction Based Funding" shall mean the process for funding Sub-merchant's transactions, as more fully described in Attachment A.

"Sub-merchant Supplier" shall mean a third party other than Processor used by Sub-merchant or a DBS in connection with the Services received hereunder, including but not limited to, Sub-merchant's software providers, equipment providers, and/or third party processors

"Operating Regulations" shall mean the by-laws, operating regulations and/or all other rules, guidelines, policies and procedures of VISA, MasterCard, Discover, and/or Other Networks, and all other applicable rules, regulations and requirements of Processor, Member Bank, DBSs, banks, institutions, organizations, associations, or networks which govern or affect any services provided under this Agreement, and all state and federal laws, rules and regulations which govern or otherwise affect the activities of DBS, including, but not limited to, those of the National Automated Clearing House Association ("NACHA") and the Federal Trade Commission ("FTC"), as any or all of the foregoing may be amended and in effect from time to time.

"Other Network" shall mean any funds transfer network, including without limitation the network operated by NACHA, or card association other than VISA, MasterCard, or Discover that is identified in the Price Schedule or any subsequent amendment to this Agreement and in which DBS participates pursuant to the Processing Agreement.

"Payments" shall mean payments initiated by Payors using a Card or by means of ACH transfer.

"Payment Facilitator" shall have the meaning given that term in the Operating Regulations.

"Payment Processing" shall mean the process for funding Sub-merchant's customer's sales transactions, as more fully described in Attachment A.

"Payor" shall mean any customer of Sub-merchant who authorizes a payment to Sub-merchant, or who authorizes Sub-merchant to initiate a payment to the credit of Sub-merchant's account, and for purposes hereof, "Payor" shall include a Cardholder.

"PSP" shall mean Payment Service Provider, as defined in the Operating Regulations.

"Rules Summary" shall mean the Processor's Bank Card Sub-merchant Rules and Regulations, as amended from time to time, which are at all times consistent with the Operating Regulations.

"Services" shall mean any and all services described in, and provided by DBS to Sub-merchant in support of Sub-merchant's role as a DBS or PSP, as defined in the Operating Regulations.

"Terms of Use" shall mean the User Terms and Conditions available on DBS's website and agreed to by Sub-merchant as a condition to the use of the Services.

Learning A-Z License Quote

Date: 10/02/17

Michele Evans
Wadsworth City School District
650 Broad Street
Wadsworth, OH 44281

3303363571
mevans@wadsworthschools.org

Thank you for requesting a quote from Learning A-Z, Michele Evans!
Your username is mevans66
Your reference number is 6064268.
Please include this reference number on your purchase order.

Products	Type	License Terms	List Price	Discounts	Final Cost	Add 1 Year	Add 2 Years
ReadingA-Z.com	Renew	**59** classrooms, **Start:** 11/28/17 **End:** 11/28/18	$6,487.05	-$12.05 Promo Code	$5,276.70	$9,498.06	$14,247.09
Raz-Kids.com	Renew	**53** classrooms, **Start:** 11/28/17 **End:** 11/28/18	$5,827.35	-$12.05 Promo Code	$4,707.00	$8,472.60	$12,708.90
ScienceA-Z.com	Renew	**27** classrooms, **Start:** 11/28/17 **End:** 11/28/18	$2,698.65	-$10.80 Promo Code	$2,002.05	$3,603.69	$5,405.53
LAZ ONSITE TRAINING	Training	**1** session	$2,000.00	Complimentary	--	--	--
LAZ WEBINAR TRAINING	Training	**10** sessions	$2,000.00	Complimentary	--	--	--

Additional Product Available	Classroom Price
Headsprout	$199.95/classroom
Writing A-Z	$89.95/classroom
ReadyTest A-Z	$69.95/classroom

	Final Cost	Add 1 Year	Add 2 Years
Discount Amount:	**($3,027.30)**	**($8,451.75)**	**($12,677.63)**
Sales Tax:	**$0.00**	**$0.00***	**$0.00***
YOUR TOTAL COST:	**$11,985.75**	**$21,574.35***	**$32,361.52***

Promo Code: 1SLC6

(*) Taxes (if applicable) to be calculated at time of purchase.

All prices are in U.S. dollars.

This quote is valid until 11/28/17.

Quoted prices are based on specified quantities and terms. Please contact your representative for adjustments.

Avoid the 1/1/18 price increase by renewing now for 2 or 3 years and received the 10% discount included.

Prepared by: Jane Harlamert

1840 East River Road, Suite 320
Tucson, AZ, 85718
phone: 614.783.4244
fax: 520.618.3723
ohioteam@learninga-z.com

Learning A-Z License Agreement

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Huntington

DEPOSIT OF PUBLIC FUNDS - OHIO
Bridge Agreement

Upon the execution date noted below of **Wadsworth City School District** (hereafter the "Public Entity") , The Huntington National Bank (hereafter "Huntington") enters into this Bridge Agreement For Deposit of Public Funds set forth herein.

WHEREAS, Huntington is a public depository providing deposit products in accordance with Ohio Revised Code (ORC) Section 135, et seq.;

WHEREAS, the Public Entity wishes to deposit active, interim and/or inactive funds with Huntington;

WHEREAS, Huntington plans to participate in the Ohio Pooled Collateral Program; and

WHEREAS, Huntington agrees to provide the deposit services to the Public Entity as more fully described herein.

NOW THEREFORE, for consideration the receipt and sufficiency of which is hereby acknowledged, Huntington and the Public Entity agree as follows:

Deposit Amounts. For the period commencing on **12/15/2017** and through **8/22/2021,** the Public Entity designates Huntington as an approved depository and Huntington will accept for deposit the following:

A. Active Deposits:	Up to the maximum sum of	**$25,000,000**
B. Interim Deposits:	Up to the maximum sum of	**$25,000,000**
C. Inactive Deposits:	Up to the maximum sum of	
D. Total sum of Active, Interim and Inactive Deposits not to exceed		**$25,000,000**

Security. Huntington provides security in accordance with the Ohio Revised Code. Upon Huntington's full participation in the Ohio Pooled Collateral Program (OPCP), Huntington will provide security at the approved collateral level, as determined by the State, or as further specified in Exhibit A. The Ohio Treasurer's Office will send notice when Huntington becomes active with OPCP. If, for any reason, Huntington does not participate in the OPCP by December 31, 2017, Huntington will provide security in accordance with other provisions of the Ohio Revised Code.

Huntington's Rules & Regulations: the Proposal: Entire Agreement. The Rules & Regulations as published from time to time by Huntington shall govern the accounts established by the Public Entity, except as expressly provided herein, or as provided in the proposal as published by Huntington and accepted by the Public Entity.

Terms. Capitalized terms not defined in this Agreement shall have the meanings set forth in ORC 135, et. seq.

Severability. If at any time any portion of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such portion shall be of no force and effect, but the illegality or unenforceability of such portion shall have no effect upon and shall not impair the enforceability of any other part of this Agreement.

Binding Agreement/Counterparts. This Agreement is binding and shall inure to the benefit of Huntington and the Public Entity. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and each of which shall be taken together and shall constitute one and the same agreement. The delivery of executed copies of this Agreement by facsimile or electronically shall constitute and be deemed to be delivery of the original.

Notices. All notices, requests, demands or other communications and deliveries required or authorized under this Agreement shall (a) be in writing, and (b) be sent by certified mail or private courier with return receipt or sufficient tracking to evidence delivery; and, addressed to the attention of the signatories below, or as otherwise designated in writing to the other party. Such notice shall be effective upon confirmed receipt and a reasonable time to act.

Assignment. Neither Huntington nor the Public Entity may assign or transfer this Agreement without the written consent of the other. Notwithstanding the foregoing, Huntington may assign or transfer this Agreement to any successor, subsidiary, parent or affiliate, or pursuant to any merger, sale, consolidation or other internal reorganization of Huntington.

Assignment and Waiver. This Agreement may not be amended or modified except in writing executed by Huntington and the Public Entity. A failure, delay or partial exercise by Huntington or the Public Entity in exercising any right or power in this Agreement will not be construed as a continuing waiver.

Termination. Notwithstanding the period of time set forth above, Huntington or the Public Entity may terminate this Agreement by giving notice at least thirty (30) days prior to the effective date of termination. This Agreement may terminate, and/or become null and void, prior to the end of the designated time period stated above if an amendment of law or regulation causes this Agreement to be unlawful.

The Public Entity, by and through its duly authorized representatives, hereby enters into this Bridge Agreement for Deposit of Public Funds – Ohio as set forth above.

WADSWORTH CITY SCHOOL DISTRICT

By: _____

Douglas Beeman

Its: Treasurer

Date: _____

Address:

524 Broad Street

Wadsworth, OH 44281

THE HUNTINGTON NATIONAL BANK

By: *David Schamer, Senior Vice President*

By: *Patrick McCarthy, Senior Vice President*

Address:

39 Public Square

CL455

Medina, OH 44256

AMENDMENT TO RESOLUTION 17-03-30 DATED MARCH 13, 2017

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(BOARD OF EDUCATION)
Revised Code, Secs. 5705.34-5705.35

The Board of Education of the WADSWORTH CITY School District, MEDINA County, Ohio, met in _____ session on the _____ day of _____
(Regular Or Special)
20___, at the office of _____ with the following members present:

_____

_____

_____

_____

_____

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Board of Education in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing July 1st, **2017**

and

WHEREAS, The Budget Commission of MEDINA County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Board of Education WADSWORTH CITY School District, MEDINA County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said School District the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Com-mission Inside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund	$19,960,900	$3,503,900	5.10	63.20
Library Fund (Bond) 2000	$348,900			0.50
For Improvement				
Bond Retirement Fund 1997	$2,233,100			3.20
Bond Retirement Fund 2008	$4,117,200			5.90
TOTAL	$26,660,100	$3,503,900	5.10	72.80

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Auditor's Est. of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authorized by voters on ,1976 for not to exceed CONT. years.	29.20	$4,956,500
Current Expense Levy authorized by voters on November 8, 1977 for not to exceed CONT. years.	4.50	$763,900
Current Expense Levy authorized by voters on November 2, 1982 for not to exceed CONT. years.	4.90	$1,494,000
Current Expense Levy authorized by voters on May 5, 1987 for not to exceed CONT. years.	6.90	$2,371,000
Current Expense Levy authorized by voters on November 5, 1996 for not to exceed CONT. years.	6.90	$3,570,200
Current Expense Levy authorized by voters on February 4, 2003 for not to exceed CONT. years.	5.90	$3,682,600
Current Expense Levy authorized by voters on November 8, 2011 for not to exceed CONT. years.	4.90	$3,122,700
Levy authorized by voters on for not to exceed years.		
Fund: Levy authorized by voters on ,20 for not to exceed years.		

and be it further

RESOLVED, That the Clerk of this Board be and he is hereby directed to certify a copy of this Resolution to the County Auditor of Said County.

Mr./Mrs. _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Adopted the _____ day of _____ ,20 _____.

_____

Treasurer of the Board of Education of the

_____ School District,

_____ County, Ohio

CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, _____ County, ss.

I, _____, Treasurer of the Board of Education of the

_____School District, in said County, and in whose custody the Files and Records of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original _____

_____

_____

now on file with said Board, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20_____

_____
Treasurer of the Board of Education of the

_____ School District,

_____ County, Ohio.

No. _____

BOARD OF EDUCATION,

_____
SCHOOL DISTRICT,

_____ County, Ohio.

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

(Board of Education)

Adopted _____, 20 ___

_____
Treasurer

Filed _____, 20 ____

_____
County Auditor

By _____
Deputy

WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
OCTOBER 2017

General Fund
Budget to Actual Report

	FY 2018 Budget	FY 2018 Actual to Date	Variance	Variance %	Target %
Beginning Cash Balance	**$ 13,601,307**	**$ 13,601,307**			
Total Revenue	**$ 49,673,946**	**$ 22,705,288**	**$ (26,968,658)**	**45.7%**	33.3%
Expenditures:					
Salaries and Wages	$ 26,011,511	$ 8,746,326	$ (17,265,185)	33.6%	34.62%
Employee Fringe Benefits	$ 9,575,968	$ 3,292,157	$ (6,283,811)	34.4%	33.3%
Purchased Services	$ 6,507,973	$ 2,053,304	$ (4,454,669)	31.6%	33.3%
Supplies and Materials	$ 1,893,595	$ 590,381	$ (1,303,214)	31.2%	33.3%
Capital Outlay	$ 681,815	$ 136,372	$ (545,443)	20.0%	33.3%
HB 264 Payments	$ -	$ -	$ -		
Other	$ 468,297	$ 205,173	$ (263,124)	43.8%	33.3%
Transfers/ Advances out	$ 147,000	$ -	$ (147,000)	0.0%	33.3%
Total Expenditures	**$ 45,286,159**	**$ 15,023,713**	**$ (30,262,446)**	**33.2%**	33.3%
Revenue over (under) Expenditures	**$ 4,387,787**	**$ 7,681,575**			
Ending Cash Balance	**$ 17,989,094**	**$ 21,282,882**			
Encumbrances		**$ 4,302,249**			42.68%
Available Unencumbered Balance		**$ 16,980,633**			

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	**$ 4,412,045.00**
Total Expenditures Current Month All Funds	**$ 3,993,806.00**
Total Month End Cash Balance	**$ 35,585,862.00**

Appropriation Summary:

Total Appropriations Current Year All Funds	**$ 81,138,132.68**
Prior Fiscal Year Carryover Encumbrances	**$ 2,993,081.95**
Total Available All Funds	**$ 84,131,214.63**
Fiscal Year To Date Expenses All Funds	**$ 35,586,863.00**
Fiscal Year To Date % expended All Funds	**42.3%**

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
001 0000 GENERAL FUND:								
13,581,066.76	3,060,161.04	22,698,354.10	3,448,749.22	15,023,713.04	21,255,707.82	4,302,248.68	16,953,459.14	
001 9001 GENERAL FUND: ADVERTISING /FACILITIES ACCOUNT								
20,240.63	518.00	6,934.00	0.00	0.00	27,174.63	0.00	27,174.63	
TOTAL FOR Fund 001 - GENERAL:								
13,601,307.39	3,060,679.04	22,705,288.10	3,448,749.22	15,023,713.04	21,282,882.45	4,302,248.68	16,980,633.77	
002 0000 BOND RETIREMENT SERIES 98,99,00 ISSUES								
2,594,271.58	161,477.91	1,323,562.88	7.63	16,907.46	3,900,927.00	0.00	3,900,927.00	
002 9300 BOND RETIRE LIBRARY 2001								
419,935.14	32,295.76	264,185.81	1.53	3,381.53	680,739.42	0.00	680,739.42	
002 9400 BOND RETIRE: 2008 BONDS ($65,650,000)								
1,945,883.11	239,750.58	15,791,196.77	11.27	13,859,796.11	3,877,283.77	0.00	3,877,283.77	
TOTAL FOR Fund 002 - BOND RETIREMENT:								
4,960,089.83	433,524.25	17,378,945.46	20.43	13,880,085.10	8,458,950.19	0.00	8,458,950.19	
003 900C COMMUNITY CENTER ENTERPRISE FUND								
117,946.71	0.00	0.00	0.00	0.00	117,946.71	1,000.00	116,946.71	
003 900S SUMMA HOSPITAL ENTERPRISE FUND								
39,650.22	0.00	0.00	0.00	0.00	39,650.22	6,195.00	33,455.22	
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:								
157,596.93	0.00	0.00	0.00	0.00	157,596.93	7,195.00	150,401.93	
004 0000 CONSTRUCTION FUND								
685,316.39-	0.00	0.00	115,163.34	976,581.50	1,661,897.89-	302,719.71	1,964,617.60-	
004 900C BUILDING FUND: CITY OF WADS. COMM. CENTER								
2,110,197.91	0.00	0.00	0.00	3,802,864.81	1,692,666.90-	171,711.56	1,864,378.46-	
TOTAL FOR Fund 004 - BUILDING:								
1,424,881.52	0.00	0.00	115,163.34	4,779,446.31	3,354,564.79-	474,431.27	3,828,996.06-	
006 0000 FOOD SERVICES								
900,763.39	145,943.54	276,806.28	61,788.36	181,162.75	996,406.92	552,798.63	443,608.29	
006 9001 FOOD SERVICE FEDERAL AWARD:								
0.00	0.00	0.00	43,628.26	136,919.47	136,919.47-	0.00	136,919.47-	
TOTAL FOR Fund 006 - FOOD SERVICE:								
900,763.39	145,943.54	276,806.28	105,416.62	318,082.22	859,487.45	552,798.63	306,688.82	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
009 0000 UNIFORM SCHOOL SUPPLIES FUND								
16,404.68	161.00	5,864.00	348.01	518.76	21,749.92	21,891.76	141.84-	
TOTAL FOR Fund 009 - UNIFORM SCHOOL SUPPLIES:								
16,404.68	161.00	5,864.00	348.01	518.76	21,749.92	21,891.76	141.84-	
010 900L OSFC LOCAL SHARE								
6,258,328.37	0.00	0.00	0.00	14,501.04	6,243,827.33	89,580.78	6,154,246.55	
010 900Q OSFC: QSCB BONDS (ISHAM / VALLEY VIEW)								
543,055.88-	0.00	0.00	0.00	0.00	543,055.88-	83,823.35	626,879.23-	
010 900S OSFC STATE SHARE								
210,539.42-	0.00	0.00	0.00	111,337.34	321,876.76-	13,906.79	335,783.55-	
TOTAL FOR Fund 010 - CLASSROOM FACILITIES:								
5,504,733.07	0.00	0.00	0.00	125,838.38	5,378,894.69	187,310.92	5,191,583.77	
011 0000 VOCATIONAL EDUCATION CUSTOMER SERVICE FUND								
118,835.23	628.36	3,747.28	848.84	1,342.99	121,239.52	36,480.03	84,759.49	
TOTAL FOR Fund 011 - ROTARY-SPECIAL SERVICES:								
118,835.23	628.36	3,747.28	848.84	1,342.99	121,239.52	36,480.03	84,759.49	
013 900C COMMUNITY CENTER/WHS OPERATING FUND								
16,505.49	0.00	0.00	1,555.00	8,723.50	7,781.99	23,033.06	15,251.07-	
TOTAL FOR Fund 013 - RECREATION:								
16,505.49	0.00	0.00	1,555.00	8,723.50	7,781.99	23,033.06	15,251.07-	
014 0000 FOUR CITIES CAREER TECH COMPACT FUND								
62,706.08	0.00	44,019.54	20,166.84	92,640.27	14,085.35	17,564.40	3,479.05-	
014 9001 FOUR CITIES: FIRST PROGRAM (NORTON)								
36,978.08-	0.00	36,978.10	0.00	0.00	0.02	0.00	0.02	
TOTAL FOR Fund 014 - ROTARY-INTERNAL SERVICES:								
25,728.00	0.00	80,997.64	20,166.84	92,640.27	14,085.37	17,564.40	3,479.03-	
018 973C FOUR CITY CTA COMPACT DIRECTORS FUND								
2.31	0.00	0.00	0.00	0.00	2.31	0.00	2.31	
018 974A CENTRAL OFFICE ADMINISTRATORS FUND								
4,445.33	201.04	201.04	8.54	8.54	4,637.83	150.00	4,487.83	
018 974B DISTRICT SPIRIT COMMITTEE FUND								
5,952.50	116.00	116.00	0.00	0.00	6,068.50	5,175.00	893.50	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
018 974C CENTRAL INTERMEDIATE PRINCIPAL FUND	18,146.74	1,832.59	9,806.33	1,441.69	7,951.66	20,001.41	15,668.00	4,333.41	
018 974T TRANSPORTATION 018 ACCOUNT	632.59	324.11-	434.33	0.00	0.00	1,066.92	645.50	421.42	
018 975F FRANKLIN SCHOOL PRINCIPAL'S FUND	4,591.65	279.05	3,376.05	841.74	1,622.11	6,345.59	5,839.91	505.68	
018 976I ISHAM SCHOOL PRINCIPAL'S FUND	4,974.61-	2,053.00	12,594.26	168.04	8,093.19	473.54-	3,013.96	3,487.50-	
018 977L LINCOLN SCHOOL PRINCIPAL'S FUND	9,507.41	340.40	5,269.40	2,326.33	5,748.13	9,028.68	3,692.00	5,336.68	
018 978O OVERLOOK SCHOOL PRINCIPAL'S FUND	7,838.10	2,015.27	3,797.87	709.88	6,728.57	4,907.40	4,999.27	91.87-	
018 979V VALLEY VIEW PRINCIPAL'S FUND	7,351.71	1,052.36	1,412.39	94.95	786.11	7,977.99	3,426.02	4,551.97	
018 980D WMS: DOLLARS FOR DENIM PAY IT FORWARD	490.32	20.00	820.00	288.01	288.01	1,022.31	300.00	722.31	
018 980M WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND	4,399.96	2,424.16	2,605.16	794.95	4,103.13	2,901.99	10,796.99	7,895.00-	
018 981D WHS: DOLLARS FOR DENIM PAY IT FORWARD	1,465.04	0.00	1,734.00	0.00	0.00	3,199.04	0.00	3,199.04	
018 981H HIGH SCHOOL PRINCIPAL'S FUND	2,891.92	1,850.70	15,149.36	10,075.55	17,143.79	897.49	14,535.92	13,638.43-	
TOTAL FOR Fund 018 - PUBLIC SCHOOL SUPPORT:	62,740.97	11,860.46	57,316.19	16,749.68	52,473.24	67,583.92	68,242.57	658.65-	
019 9017 TECH PREP: NURSING - EQUIPMENT	249.60	0.00	13,000.00	0.00	285.34	12,964.26	0.00	12,964.26	
019 9024 TECH PREP: FIRE, ATH/HLTH TRAINING, NURSING	1,213.25	0.00	0.00	0.00	0.00	1,213.25	0.00	1,213.25	
019 9101 MHJ GRANT:C. JOHNSON READING STRATEGIES THAT	349.22	0.00	0.00	0.00	0.00	349.22	0.00	349.22	
019 9107 MHJ GRANT: STEM CAMP	7,980.67-	0.00	0.00	0.00	29,544.56	37,525.23-	0.00	37,525.23-	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
019 9108 STEM CAMP LOCAL GRANTS / DONATIONS								
22,874.48	0.00	5,170.00	0.00	23,877.20	4,167.28	1,385.13	2,782.15	
019 9109 ALCOA STEM CLUB GRANT FY2017								
4,517.10	0.00	0.00	0.00	2,129.67	2,387.43	300.00	2,087.43	
019 9114 BELIEVE IN OHIO GRANT WHS (FY2016)								
858.71	0.00	0.00	0.00	0.00	858.71	183.65	675.06	
019 9131 DEPARTMENT OF NATURAL RESOURCE - GRANT								
500.00	0.00	0.00	0.00	0.00	500.00	0.00	500.00	
019 917M MCDAC GRANT FY 2017								
6,512.41	0.00	0.00	0.00	6,512.41	0.00	0.00	0.00	
019 918M MCDAC FY 2018 GRANT								
0.00	19,530.25	39,060.50	6,551.37	16,665.71	22,394.79	1,889.75	20,505.04	
019 9202 SPECIAL ED WORKFORCE: SCHROCK FY 2012								
1,810.68	0.00	0.00	0.00	0.00	1,810.68	0.00	1,810.68	
019 9308 ISHAM WEATHER CLINICAL RESEARCH GRANT								
1,336.17	0.00	0.00	0.00	0.00	1,336.17	1,279.35	56.82	
019 9404 TECH PREP: NETWORKING TECHNOLOGY								
2,835.34	0.00	0.00	0.00	0.00	2,835.34	0.00	2,835.34	
019 9407 TECH PREP: ATHLETIC, HEALTH CARE GRANT								
5,653.10	0.00	0.00	0.00	0.00	5,653.10	0.00	5,653.10	
019 9501 WMS PRINCIPALS GROUP: JACKSON								
1,585.06	225.00	1,125.00	0.00	229.95	2,480.11	2,245.00	235.11	
019 9604 TECH PREP: FY06 AUTOMOTIVE TECH PREP								
2,435.00	0.00	0.00	0.00	0.00	2,435.00	0.00	2,435.00	
019 9605 TECH PREP: FY06 WEB PROGRAMING TECH PREP								
1,170.45	0.00	0.00	0.00	0.00	1,170.45	0.00	1,170.45	
019 9803 TECH PREP: MARKETING - BARBERTON								
4,000.00	0.00	0.00	0.00	0.00	4,000.00	0.00	4,000.00	
019 9804 WMS: CARE TEAM AFTER SCHOOL PROGRAM								
141.12-	0.00	8,000.00	0.00	0.00	7,858.88	8,000.00	141.12-	
019 9806 TECH PREP: FY08 MARKETING WADSWORTH								
1,004.49	0.00	0.00	0.00	0.00	1,004.49	0.00	1,004.49	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
019 9901 TECH PREP: FY09 J VANKIRK COMPUTER TRAINING								
383.08	0.00	0.00	0.00	0.00	383.08	0.00	383.08	
019 9905 LOWES GRANT--VALLEY VIEW								
268.81	0.00	0.00	0.00	121.60	147.21	0.00	147.21	
TOTAL FOR Fund 019 - OTHER GRANT:								
51,435.16	19,755.25	66,355.50	6,551.37	79,366.44	38,424.22	15,282.88	23,141.34	
020 0000 BEAR CUB ACADEMY								
95,206.82	24,251.23	52,312.36	24,630.72	77,314.03	70,205.15	28,544.34	41,660.81	
TOTAL FOR Fund 020 - SPECIAL ENTERPRISE FUND:								
95,206.82	24,251.23	52,312.36	24,630.72	77,314.03	70,205.15	28,544.34	41,660.81	
022 901H JOHN AUL MEMORIAL								
61.99	0.00	0.00	0.00	0.00	61.99	0.00	61.99	
022 9090 L & J FUND ORIGINAL CONTRIBUTIONS								
5,760.47	0.00	0.00	142.00	2,372.00	3,388.47	0.00	3,388.47	
022 9091 L & J FUND: FIELD TRIP FUND								
8,474.91	0.00	0.00	0.00	2,995.00	5,479.91	1,530.43	3,949.48	
022 9512 OHSAA TOURNAMENT: BOYS BASKETBALL								
79.41	0.00	0.00	0.00	0.00	79.41	0.00	79.41	
022 9513 OHSAA TOURNAMENT: BOYS SOCCER								
146.65-	3,714.00	3,714.00	620.00	620.00	2,947.35	3,823.00	875.65-	
022 9528 OHSAA TOURNAMENT: WRESTLING								
699.53	0.00	0.00	0.00	0.00	699.53	0.00	699.53	
022 9532 OHSAA TOURNAMENT: GIRLS BASKETBALL								
92.38	0.00	0.00	0.00	0.00	92.38	0.00	92.38	
022 9533 OHSAA TOURNAMENT: GIRLS SOCCER								
656.98	1,750.00	1,750.00	0.00	0.00	2,406.98	8,210.00	5,803.02-	
022 9536 OHSAA TOURNAMENT: GIRLS LACROSSE								
45.36	0.00	0.00	0.00	0.00	45.36	0.00	45.36	
TOTAL FOR Fund 022 - DISTRICT AGENCY:								
15,724.38	5,464.00	5,464.00	762.00	5,987.00	15,201.38	13,563.43	1,637.95	
024 0000 WCSD EMPLOYEE BENEFITS INSURANCE FUND								
80,744.10	16,795.92	50,317.69	35,995.60	79,877.92	51,183.87	164,759.50	113,575.63-	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
TOTAL FOR Fund 024 - EMPLOYEE BENEFITS SELF INS.:								
80,744.10	16,795.92	50,317.69	35,995.60	79,877.92	51,183.87	164,759.50	113,575.63-	
029 0000 FRANK H. CLOSE SCHOLARSHIP FUND								
182.60	0.00	0.00	0.00	0.00	182.60	0.00	182.60	
029 9001 BERNADINE H. KOVALCHIN SCHOLARSHIP FUND								
41,529.14	0.00	0.00	0.00	3,000.00	38,529.14	3,000.00	35,529.14	
029 9002 MARK SCHERBA MEMORIAL SCHOLARSHIP								
1.66	0.00	0.00	0.00	0.00	1.66	0.00	1.66	
029 9005 KAHL, WILLIAM SR AND RUTH WHS SCHOLARSHIP								
2,784.59	0.00	0.00	0.00	430.00	2,354.59	2,322.00	32.59	
029 9006 MACKEY SCHOLARSHIP								
23,057.60	0.00	0.00	0.00	0.00	23,057.60	0.00	23,057.60	
029 9007 DANIEL VAN AUKEN SCHOLARSHIP FUND								
25,568.11	0.00	0.00	0.00	1,289.64	24,278.47	71.99	24,206.48	
029 9008 DAVID SLADKY SCHOLARSHIP FUND								
10,453.35	0.00	0.00	0.00	0.00	10,453.35	0.00	10,453.35	
029 9009 GEORGE ZITO SCHOLARSHIP								
0.00	0.00	2,280.00	0.00	0.00	2,280.00	0.00	2,280.00	
TOTAL FOR Fund 029 - EDUCATION FOUNDATION FUND:								
103,577.05	0.00	2,280.00	0.00	4,719.64	101,137.41	5,393.99	95,743.42	
034 0000 CLASSROOM FACILITIES MAINTENANCE FUND								
1,991,458.41	0.00	0.00	14,528.84	71,115.36	1,920,343.05	99,406.44	1,820,936.61	
TOTAL FOR Fund 034 - CLASSROOM FACILITIES MAINT.:								
1,991,458.41	0.00	0.00	14,528.84	71,115.36	1,920,343.05	99,406.44	1,820,936.61	
071 0000 SALES TAX: PERM. IMPROVEMENTS FUND								
1,753,787.12	596,885.19	1,104,699.51	0.00	0.00	2,858,486.63	0.00	2,858,486.63	
TOTAL FOR Fund 071 - CAPITAL GRANTS:								
1,753,787.12	596,885.19	1,104,699.51	0.00	0.00	2,858,486.63	0.00	2,858,486.63	
200 907H WEB PROGRAMMING AND DESIGN								
2,289.68	0.00	0.00	0.00	0.00	2,289.68	234.90	2,054.78	
200 908H ROTARY INTER-ACT: YOUTH ROTARY CLUB								
70.99	0.00	0.00	0.00	0.00	70.99	0.00	70.99	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
200 909H CADD STUDENT ACTIVTY ACCOUNT								
1.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	
200 910W CLASS OF 2010								
215.44	0.00	0.00	0.00	0.00	215.44	0.00	215.44	
200 911W CLASS OF 2011								
20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00	
200 912W CLASS OF 2012								
20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00	
200 913W CLASS OF 2013								
156.48	0.00	0.00	0.00	0.00	156.48	0.00	156.48	
200 914H S.A.D.D. WADSWORTH HIGH SCHOOL								
192.38-	0.00	0.00	0.00	0.00	192.38-	0.00	192.38-	
200 914M TAGG - WADSWORTH MIDDLE SCHOOL								
1,355.81	0.00	0.00	0.00	0.00	1,355.81	0.00	1,355.81	
200 914W CLASS OF 2014:								
122.04	0.00	0.00	0.00	0.00	122.04	0.00	122.04	
200 915W CLASS OF 2015								
198.07	0.00	0.00	0.00	0.00	198.07	0.00	198.07	
200 916H LATIN CLUB								
2.60	0.00	0.00	0.00	0.00	2.60	0.00	2.60	
200 916W CLASS OF 2016								
1,368.72-	0.00	0.00	0.00	0.00	1,368.72-	0.00	1,368.72-	
200 917H H.S. SCIENCE CLUB								
309.68	0.00	0.00	0.00	0.00	309.68	0.00	309.68	
200 917W CLASS OF 2017								
1,909.44	0.00	1,575.00	0.00	0.00	3,484.44	1,043.00	2,441.44	
200 918H ACADEMIC CHALLENGE								
1,809.47	0.00	0.00	0.00	721.00	1,088.47	231.51	856.96	
200 918W CLASS OF 2018								
1,058.16	575.00	1,925.00	0.00	0.00	2,983.16	14,750.00	11,766.84-	
200 919H SPEECH AND DEBATE TEAM								
3,401.52-	91.00	291.00	274.00	5,576.66	8,687.18-	17,600.00	26,287.18-	

WADSWORTH CITY SCHOOL DISTRICT
Financial Report by Fund
FINANCIAL SUMMARY DETAIL

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
200 919W CLASS OF 2019	1,449.40	30.10	30.10	0.00	0.00	1,479.50	0.00	1,479.50	
200 920H N. H. S.	112.24-	497.00	497.00	0.00	0.00	384.76	435.00	50.24-	
200 920W CLASS OF 2020	1,477.75	0.00	0.00	0.00	0.00	1,477.75	0.00	1,477.75	
200 921H F.C.C.L.A.	1,010.21	0.00	0.00	0.00	0.00	1,010.21	0.00	1,010.21	
200 921W CLASS OF 2021	397.87	0.00	0.00	0.00	0.00	397.87	0.00	397.87	
200 922H PEP CLUB	272.63	0.00	0.00	0.00	0.00	272.63	0.00	272.63	
200 922W CLASS OF 2022	875.38	0.00	0.00	0.00	0.00	875.38	35.08	840.30	
200 923H INTERNATIONAL CLUB (FOREIGN LANGUAGES)	2,460.43	1,070.00	1,070.00	0.00	0.00	3,530.43	600.00	2,930.43	
200 924C CENTRAL INTERMEDIATE STUDENT COUNCIL	3,969.09	0.00	5.00	985.89	2,342.85	1,631.24	2,210.96	579.72-	
200 924H STUDENT COUNCIL	11,554.73	16,814.00	20,604.00	4,750.67	7,299.30	24,859.43	17,471.60	7,387.83	
200 924I ISHAM STUDENT COUNCIL	680.99	0.00	0.00	0.00	0.00	680.99	0.00	680.99	
200 924M WADSWORTH MIDDLE STUDENT COUNCIL	400.46	0.00	0.00	0.00	0.00	400.46	0.00	400.46	
200 926H D. E. C. A.	272.35-	1,406.00	1,966.00	1,306.06	1,821.72	128.07-	11,557.12	11,685.19-	
200 928H C.B.I.P.	179.82	0.00	0.00	0.00	0.00	179.82	0.00	179.82	
200 931H MEDIA COMMUNICATIONS WHS	566.76	0.00	0.00	0.00	0.00	566.76	0.00	566.76	
200 945H AUTOMOTIVES	495.53	150.00	150.00	0.00	0.00	645.53	0.00	645.53	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
200 946H CARPENTRY								
2,157.32	0.00	0.00	0.00	0.00	2,157.32	75.00	2,082.32	
200 952C MIDDLE SCHOOL DRAMA/ MUSICAL CLUB								
6,212.20	788.00	788.00	2,910.00	3,816.07	3,184.13	5,400.00	2,215.87-	
TOTAL FOR Fund 200 - STUDENT MANAGED ACTIVITY:								
38,352.22	21,421.10	28,901.10	10,226.62	21,577.60	45,675.72	71,644.17	25,968.45-	
300 0000 WHS ATHLETICS								
29,190.12-	28,798.25	106,964.46	15,240.53	93,268.54	15,494.20-	82,264.85	97,759.05-	
300 900A WHS ATHLETICS: BENEFIT GAMES/COMM SERVICE								
0.00	637.95	637.95	0.00	0.00	637.95	0.00	637.95	
300 900H WHS BAND UNIFORM REPLACEMENT								
59,186.81	0.00	0.00	0.00	0.00	59,186.81	0.00	59,186.81	
300 900R WHS ATHLETICS-ROTARY								
969.82	1,353.50	7,396.00	1,300.50	7,332.99	1,032.83	70,080.00	69,047.17-	
300 902H WHS JOURNALISM / BRUIN FUND								
1,548.96	2,322.00	6,727.00	1,516.95	1,516.95	6,759.01	11,985.26	5,226.25-	
300 910H WHS DRAMA FUND								
10,633.54	5,328.00	5,629.52	1,840.73	3,152.11	13,110.95	11,955.75	1,155.20	
300 911M WMS FISHING CLUB								
157.36	0.00	0.00	0.00	0.00	157.36	0.00	157.36	
300 917H WHS MUSIC-INSTRUMENTAL								
682.87	0.00	500.00	0.00	0.00	1,182.87	516.00	666.87	
300 918H WHS MUSIC-VOCAL GENERAL CHOIR								
2,165.25	8,856.00	15,964.00	2,958.68	12,171.32	5,957.93	26,057.49	20,099.56-	
300 918M WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT								
3,506.14	4,580.50	9,274.50	8,532.49	10,282.49	2,498.15	30,448.07	27,949.92-	
300 918S WHS SHOW CHOIR								
420.57	1,203.70	1,553.70	0.00	0.00	1,974.27	3,746.88	1,772.61-	
300 9511 ATHLETIC CAMPS: BASEBALL								
3,917.01	0.00	0.00	0.00	0.00	3,917.01	2,199.00	1,718.01	
300 9512 ATHLETIC CAMPS: BOYS BASKETBALL								
15,132.35	0.00	0.00	415.00	2,646.64	12,485.71	3,982.76	8,502.95	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
300 9513 ATHLETIC CAMPS: B SOCCER								
300.00	0.00	0.00	0.00	0.00	300.00	0.00	300.00	
300 9516 ATHLETIC CAMPS: FOOTBALL								
23,605.85	0.00	27,587.00	3,886.88	43,446.86	7,745.99	2,412.17	5,333.82	
300 9523 ATHLETIC CAMPS: CROSS COUNTRY								
1,025.65	0.00	0.00	0.00	0.00	1,025.65	0.00	1,025.65	
300 9528 ATHLETIC CAMPS: WRESTLING								
698.14	0.00	0.00	448.00	448.00	250.14	5,300.00	5,049.86-	
300 9532 ATHLETIC CAMPS: GIRLS BASKETBALL								
21,590.73	0.00	850.00	24.81-	6,542.62	15,898.11	3,575.57	12,322.54	
300 9534 ATHLETIC CAMPS: SOFTBALL CAMP								
741.78	0.00	0.00	0.00	0.00	741.78	0.00	741.78	
300 9535 ATHLETIC CAMPS: VOLLEYBALL								
6,993.23	0.00	0.00	639.28	2,675.94	4,317.29	275.00	4,042.29	
300 9544 ATHLETIC CAMPS: GIRLS GOLF FUND								
995.00	0.00	0.00	0.00	0.00	995.00	0.00	995.00	
300 9546 ATHLETIC CAMPS: GIRLS TENNIS								
2,866.43	0.00	70.00	0.00	660.00	2,276.43	291.50	1,984.93	
300 9553 ATHLETIC CAMPS: CHERLEADING								
2,993.55-	0.00	8,329.38	0.00	3,382.99	1,952.84	253.76	1,699.08	
300 9555 ATHLETIC CAMPS: WMS CHEER								
1,692.45	0.00	116.50-	0.00	223.13	1,352.82	0.00	1,352.82	
300 988H WHS YEARBOOK/WHISPERER FUND								
22,262.94	300.00	601.00	415.00	6,317.65	16,546.29	11,790.61	4,755.68	
TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:								
148,909.21	53,379.90	191,968.01	37,169.23	194,068.23	146,808.99	267,134.67	120,325.68-	
401 9017 AUX SERVICES FY17: SACRED HEART								
19,279.65	0.00	0.00	4,115.02-	19,279.65	0.00	0.00	0.00	
401 9018 AUX SERVICES FY 2018 SACRED HEART								
0.00	0.00	57,301.13	31,412.19	67,826.22	10,525.09-	125,049.75	135,574.84-	
TOTAL FOR Fund 401 - AUXILIARY SERVICES:								
19,279.65	0.00	57,301.13	27,297.17	87,105.87	10,525.09-	125,049.75	135,574.84-	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
499 9017 OHIO CAREER COUNSELING GRANT: FY2017								
42,085.00	0.00	0.00	6,698.71	7,148.41	34,936.59	3,147.84	31,788.75	
TOTAL FOR Fund 499 - MISCELLANEOUS STATE GRANT FUN								
42,085.00	0.00	0.00	6,698.71	7,148.41	34,936.59	3,147.84	31,788.75	
516 9017 IDEA-B FED GRANT FY 2017								
8,736.61	0.00	0.00	0.00	140,796.97	132,060.36-	0.00	132,060.36-	
516 9018 IDEA-B FED GRANT FY 2018								
0.00	0.00	0.00	69,874.51	175,692.26	175,692.26-	41,284.10	216,976.36-	
TOTAL FOR Fund 516 - IDEA PART B GRANTS:								
8,736.61	0.00	0.00	69,874.51	316,489.23	307,752.62-	41,284.10	349,036.72-	
524 9017 CARL PERKINS: FY 2017								
0.00	0.00	0.00	0.00	21,295.96	21,295.96-	0.00	21,295.96-	
524 9018 CARL PERKINS FY 2018								
0.00	21,295.96	21,295.96	13,780.47	33,789.67	12,493.71-	0.00	12,493.71-	
TOTAL FOR Fund 524 - VOC ED: CARL D. PERKINS - 198								
0.00	21,295.96	21,295.96	13,780.47	55,085.63	33,789.67-	0.00	33,789.67-	
572 9017 TITLE ONE FY 2017								
0.00	0.00	0.00	0.00	170,087.54	170,087.54-	0.00	170,087.54-	
572 9018 TITLE I: FY 2018								
0.00	0.00	0.00	28,960.98	80,226.10	80,226.10-	0.00	80,226.10-	
TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE								
0.00	0.00	0.00	28,960.98	250,313.64	250,313.64-	0.00	250,313.64-	
590 9017 IMPRV. TEAC. QUALITY: FY 2017								
0.00	0.00	0.00	0.00	32,213.67	32,213.67-	0.00	32,213.67-	
590 9018 IMPRV. TEAC. QUALITY GRANT								
0.00	0.00	0.00	8,312.10	21,616.10	21,616.10-	0.00	21,616.10-	
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:								
0.00	0.00	0.00	8,312.10	53,829.77	53,829.77-	0.00	53,829.77-	
GRAND TOTALS:								
31,138,882.23	4,412,045.20	42,089,860.21	3,993,806.30	35,586,862.58	37,641,879.86	6,526,407.43	31,115,472.43	