Table of Contents

4.9.2018 BoE Meeting Agenda
3.12.2018 BoE Meeting Minutes
City of Wadsworth Community Reinvestment Area Tax Abatement Program
2020-2021 Proposed School Calendar
College Credit Plus (The University of Akron)
Excess Cost Agreement (Norton Board of Education)
Policy Updates
Science Textbook Adoption
Policy 6325, Procurement - Federal Grants/Funds
College Now Statistical Profile
College Now Feedback
College Now MOU
Summit Educational Service Center Agreement
Medina County Educational Service Center Agreement Amendment
2018-2019 Revised School Calendar
Explorica, Inc. Documents
Financial Report by Fund
Monthly Financial Update (March 2018)

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, APRIL 9, 2018, 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. April Students of the Month

Student	Grade	School
Laney Ross	04	Franklin Elementary School
Juliet Brady	04	Isham Elementary School
Joseph Van Bawi Ceu	04	Lincoln Elementary School
Eve Connor	04	Overlook Elementary School
Lucia Farnsworth	04	Valley View Elementary School
Cecelia Craig	05	Central Intermediate School
Makenna Lucas & Emily Sayre	08	Wadsworth Middle School
Becca Rogers	11	WHS Career-Technical
Allen Whipple	12	WHS Career-Technical
Sophie Boulter	12	Wadsworth High School
Grace Waldow	12	Wadsworth High School

VI. Administrative Discussion Items, Presentations, and Updates

A. Discussion: CIS Committee Recommendation Next Steps
B. Discussion: Hours of Instruction and Calamity Days
C. Discussion: City of Wadsworth Community Reinvestment Area Tax Abatement Program
D. Presentation: 2020-2021 School Calendar
E. March 5, 2018 School Safety Meeting
F. Business Advisory Council
G. Lincoln Elementary School Outdoor Reading Lab

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Resignations

a) Michael Schmeltzer, Boys Varsity Basketball Coach (supplemental contract)
b) Denise Genis, Non-teaching Employee, eff. 3/24/2018
c) Tammara Fisher, Non-teaching Employee (Bear Cub Aide position only), eff. 3/30/2018
d) Jean Henry, Non-teaching Employee, eff. 4/10/2018

2. Employments

a) Certified substitutes, per attached list

b) Classified substitutes, per attached list

c) Supplemental contracts, per attached list

d) Sectional Tournament Workers, per attached list

e) Volunteers, per attached list

f) Non-teaching School Employee 1-Year Contracts

(1) Barbara Skamer
(2) Allyson Wagner

g) Limited Teaching Contracts for 2018-2019 or 2018-2020 (remainder of teaching staff in the middle of two (2)-year contracts, and those on continuing contracts will receive salary notices for the 2018-2019 school year)

(1) Krista Acierto, 18-19
(2) Christine Arbogast, 18-19
(3) Bailey Archer, 18-19
(4) Andrea Atzinger, 18-19
(5) Jennifer Ballinger, 18-19
(6) Mallory Bergstresser, 18-20
(7) Laura Boyert, 18-19
(8) Lisa Bressler, 18-19
(9) Julie Brooks, 18-19
(10) Taryn Busson, 18-19
(11) Amelia Capotosta, 18-20
(12) Jessica Chada, 18-19
(13) Patricia Chrisman, 18-20
(14) Julie Cloonan, 18-19
(15) Jeffrey Cola, 18-19
(16) Johanna Corbin, 18-20
(17) Kalyn Davis, 18-20
(18) Shannon DeDomenic, 18-19
(19) Blake Dickson, 18-19
(20) Eric England, 18-20
(21) Kelsie Erhard, 18-19

(22) Susan Everhart, 18-19
(23) Grant Fairhurst, 18-19
(24) Laurie Faye, 18-19
(25) Shannon Fisher, 18-20
(26) Allison Franzolino, 18-19
(27) Laurie Freund, 18-20
(28) M. Colleen Gazy, 18-20
(29) Patricia Gear, 18-19
(30) Jessica Gibson, 18-20
(31) Aliza Gill, 18-19
(32) Justine Girard, 18-20
(33) Sara Good, 18-19
(34) Angela Hall, 18-19
(35) Susan Hamblen, 18-20
(36) Austin Hanna, 18-19
(37) Haley Hassinger, 18-19
(38) Matthew Hastings, 18-19
(39) Sarah Hissner, 18-19
(40) Christopher Kallai, 18-20
(41) Lindsay Kelley, 18-19
(42) Sunaina Kelly, 18-20
(43) Kimberly Kirven, 18-20
(44) Angel Kusmits, 18-19
(45) Sally Lucas, 18-20
(46) Stephen Luchka, 18-19
(47) Kimberly Maher, 18-19
(48) Jeffrey Marini, 18-19
(49) Abbey Martin, 18-19
(50) Jennifer Martin, 18-20
(51) Valerie May, 18-20
(52) Jodie McInnes, 18-19
(53) Katie Morfchak, 18-19
(54) Shannon Myer, 18-19
(55) Meagan Neumann, 18-19
(56) Meghan Nichols, 18-19
(57) Brandon Nolin, 18-19
(58) Zachary Ockunzzi, 18-19
(59) Emily Osting, 18-20
(60) Allison Pallija, 18-20
(61) Gretchen Pappas, 18-20
(62) Abbey Pecnik, 18-19
(63) Brianne Pernod, 18-19
(64) Samuel Piehl, 18-19
(65) Emily Pignato, 18-20
(66) Nicholas Ranallo, 18-20
(67) Alexandra Richards, 18-19
(68) Philip Romich, 18-19
(69) Katelin Schofield, 18-20
(70) Dennis Schrock, 18-20
(71) Philip Seenes, 18-20

(72) Joseph Shalala, 18-20
(73) Jeffrey Shenker, 18-20
(74) Joana Snitil, 18-19
(75) Jennifer Sorrent, 18-19
(76) Megan Steinkerchner, 18-19
(77) Kristie Stoll, 18-19
(78) Diana Tenyak, 18-19
(79) Lindsay Tenyak, 18-19
(80) Georgia Terovolas, 18-20
(81) Justin Todd, 18-19
(82) Chari Turski, 18-19
(83) Lisa Wallen, 18-19
(84) Bryce Weber, 18-20
(85) Briana Whited, 18-19
(86) Kaitlyn Wilson, 18-19
(87) Kathryn Witmer, 18-19
(88) Chad Wolf, 18-20
(89) Katherine Wolf, 18-20
(90) Megan Wolf, 18-19
(91) Timothy Yoder, 18-20
(92) Kelsey Young, 18-19

h) New Continuing Teaching Contracts:

(1) Jennifer Balogh
(2) Julie Campitelli
(3) Christa Halicki
(4) Bethany Kovacevich
(5) Ryan Likens
(6) Kristina Marias
(7) Caren Schrubb

3. Recommendation to accept the resignation of Ms. Shelly Ray from the Business Advisory Council (BAC), eff. 3/12/2018

4. Recommendation to appoint the following new members to the Business Advisory Council (BAC):

a) Kathy Breitenbucher
b) Bill Neiser

B. ACTION CONSENT ITEMS

1. Recommendation to approve the College Credit Plus Memorandum of Understanding with the University of Akron for the 2018-2019 school year

2. Recommendation to approve the 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 Norton Board of Education

3. Recommendation to accept a $500 donation from Be Well Solutions

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

    a) 4121, Criminal History Record Check
    b) 4162, Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety Sensitive Functions
    c) 5111, Eligibility of Resident/Nonresident Students
    d) 5112, Entrance Requirements
    e) 5611, Due Process Rights
    f) 7440.01, Video Surveillance and Electronic Monitoring
    g) 7530, Lending of Board-Owned Equipment
    h) 7530.02, Staff Use of Personal Communication Devices
    i) 7542, Access to District Technology Resources and/or Information Resources from Personal Communication Devices
    j) 7543, Utilization of the District's Website and Remote Access to the District's Network
    k) 8400, School Safety
    l) 8600.04, Bus Driver Certification
    m) 9141, Business Advisory Council

5. Recommendation to adopt the following science textbooks beginning with the 2018-2019 school year:

Textbook:	Grade Level:	Publisher:
National Geographic Science	K-4	Cengage/National Geographic
Science Fusion	5-8	Houghton Mifflin Harcourt
Glencoe Physical Science	HS (9)	McGraw Hill
Biology (Miller Levine)	HS (10)	Pearson
Chemistry	HS (11)	Pasco Scientific
Physics	HS (11-12)	Pasco Scientific
AP Biology (Campbell)	HS (10-11)	Pearson
AP Chemistry (Brown Lemay)	HS (11-12)	Pearson
AP Physics (Serway Vuille)	HS (11-12)	Cengage/National Geographic

6. Recommendation to approve a first reading of revised Wadsworth City School District Board of Education Policy 6325, Procurement-Federal Grants/Funds

7. Recommendation to approve the Memorandum of Understanding between College Now Greater Cleveland and the Wadsworth City School District Board of Education

8. Recommendation to approve the following reduction in student instruction hours for the 2017-2018 school year:

School:	Grade(s):	Reduced Hours:
Franklin Elementary	K	45.44
Franklin Elementary	1-4	46.56
Isham Elementary	K	45.44
Isham Elementary	1-4	46.56
Lincoln Elementary	K	46.00
Lincoln Elementary	1-4	46.56
Overlook Elementary	K-4	46.00
Valley View Elementary	K-4	46.56
Central Intermediate	5-6	46.56
Wadsworth Middle	7-8	49.50
Wadsworth High	9-12	49.50

9. Recommendation to approve an overnight trip for football team members to attend the Kenyon College football camp on July 17 and 18 (returning July 19)

10. Recommendation to approve the Contract for Services Supervised by ESC Board between the Summit Educational Service Center Governing Board and the Wadsworth City School District Board of Education for the 2018-2019 school year

11. Recommendation to approve the Educational Service Center of Medina County 2017-2018 Service Agreement Amendment

12. Recommendation to approve the revised school calendar for the 2018-2019 school year

13. Recommendation to approve the Agreement between the Wadsworth City School District Board of Education and Explorica, Inc.

VIII. Items of the Treasurer

A. ACTION CONSENT ITEMS

1. Announce the Wadsworth City Schools Board of Education received a clean, unqualified opinion on the Fiscal Year 2017 audit, available for review by clicking here.

2. Recommendation to accept the March financial reports as presented and subject to audit

    a) Financial Report by Fund
    b) Revenue Account

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 E 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
April 9, 2018

Certified Substitutes

Jenna Grimes, eff. 4/16/2018

Classified Substitutes

Shelley Kirk, eff. 3/29/2018

Supplemental Contracts

Timothy Yoder	Fine Arts Festival Performance Coordinator
Timothy Yoder	Fine Arts Festival Teacher Participant
Marlene Bossart	Fine Arts Festival Teacher Participant
Kalyn Davis	Fine Arts Festival Teacher Participant
Dave Derrig	Fine Arts Festival Teacher Participant
Shawna Flaherty	Fine Arts Festival Teacher Participant
Matthew Hastings	Fine Arts Festival Teacher Participant
Katherine Krumreig	Fine Arts Festival Teacher Participant
Sally Lucas	Fine Arts Festival Teacher Participant
Philip Seenes	Fine Arts Festival Teacher Participant
Matthew Shiarla	Fine Arts Festival Teacher Participant
Jennifer Sorrent	Fine Arts Festival Teacher Participant
Allison Pallija	Summer School Instructor (C.A.C.)
Mike Schmeltzer	E.O.C. Summer School Instructor (Geometry/Algebra)
Lisa Smith	E.O.C. Summer School Instructor (English I and II)
Dennis Schrock	Summer School Instructor (Economics)
Charles Hamilton	Summer School Instructor (Government)
William Goddard	Summer School Instructor (Health)
Philip Seenes	*Summer School Instructor (Physical Education)
Justin Todd	*Summer School Instructor (Physical Education)
Steve Webb	*Summer School Instructor (Physical Education)
Maria Daull	Spring High School Faculty Manager (50%), eff. 3/24/2018
Carlos Simarro	Spring High School Faculty Manager (50%), eff. 3/27/2018
Matthew Shiarla	Freshman Baseball, eff. 3/23/2018
Beth Beal	S.A.D.D. Advisor, WMS
Donna Kittle	Asst. Girls Lacrosse Coach, eff. 11/1/2017

*The sum of the hours for all three physical education summer school instructors will not exceed 155.

Division I Wrestling Sectional Tournament, Feb. 24, 2018 (at WHS)

Renee Riggenbach, Table Worker ($75)

Volunteers

Thomas Armagno	Gayle Newman
Elizabeth Errington	Nichole Samsa
Jennifer Haller	Steven Taylor
Emiley Kestner	Jennifer Tonge

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
April 9, 2018

Agenda Detail Sheet

VI. Administrative Discussion Items, Presentations, and Updates

A. CIS Committee Recommendation Next Steps: The following summarizes each public forum held to discuss the future of the CIS building and the survey.

February 13

Attendance: approximately 20
Feedback received (these are comments or questions asked by those in attendance that were written down):

- Build a new school, demolish the old, and donate the land to the city for the establishment of a park.
- How would the timing of a new bond issue work?
- Do Main Street Wadsworth or the City of Wadsworth have an interest in the building?
- While I support the need for a new building, it will be hard on those with fixed incomes to afford to pay additional taxes.

February 17

Attendance: 19
Feedback received:

- Can we accommodate all that occurs in OJ Work Auditorium and the PAC in only the PAC?
- What type of technology challenges does the current CIS building present?
- The cost of the renovations required may drive down the sale price of CIS if the board decides to sell it.

February 22

Attendance: 15
Feedback received:

- What will community groups (e.g., Footlighters) that rely on OJ Work Auditorium do if the building is no longer in existence?
- Is there any advantage to keeping the current building?
- Where will the funding for a new building come from?
- A second auditorium in our city is a must, whether it is OJ Work or something new.

No one who attended a forum advocated for our school district renovating or keeping CIS. Everyone seemed to agree that building new makes financial sense. The importance of including what will happen with the current facility, if the board decides to follow the committee's recommendation, as part of the master plan when a bond issue is asked for was reinforced through the forums.

Central Intermediate School Survey Summary of Results
397 Responses as of April 2, 2018

What follows is a summary of the Central Intermediate School survey responses. For extended response questions, a thematic content analysis was completed where responses were categorized into key words or phrases. Categories where there were more than one (1) respondent are included on this summary document.

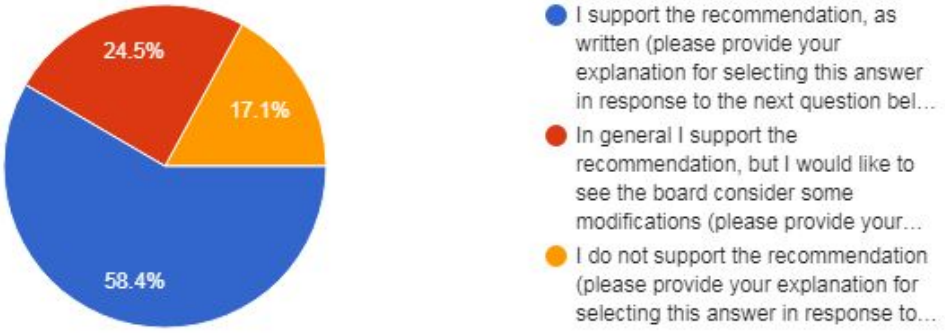
I have read the Central Intermediate School Committee's recommendation to the board of education.

394 responses



Which of the following best describes your feeling on the recommendation?

387 responses



Extended Responses:

Response Theme:	Number of Responses:
Preserve OJ Work Auditorium	83
Preserve entire building in some capacity	55
Plan as presented makes financial sense	29
Build the new school in a different location	24
Keep 5th and 6th grade together and separate from other grade levels	19
Turn the existing building into a fine arts center	17
Get rid of the existing CIS building	16
Building a new school at a different site allows for the opportunity to enhance downtown revitalization by repurposing the space	15
Build the new school on the current site	12
Build the new school on the middle/high school campus	12
Place grades 5-6 in existing schools (e.g., K-5, 6-8)	11
What will the tax increase be for a new school?	11
Renovate the current building and use as a school	7
Plan is irresponsible/waste of taxpayer dollars	5
A new school building will provide students with an optimal environment to learn in	5
Don't do anything	5
Keep the new school away from the middle/high school campus due to traffic	4
Can the sales tax pay for the new building?	3
Don't use eminent domain to obtain land	3
The pictures seem to suggest the current building was not properly maintained, why?	3
Moving the school from downtown will relieve traffic congestion	2
Can remnants of the current building be incorporated into the new building to help preserve history?	2

B. Hours of Instruction and Calamity Days: We have had seven (7) calamity days and two (2) delays this year due to weather. The state has set the following as the minimum number of instruction hours required in a school year:

Grade Levels:	Hours:
K-6	910
7-12	1001

What is allowed to "count" toward hours of instruction is defined by Ohio Revised Code and is summarized in guidance provided by the Ohio Department of Education. Each

elementary school has a building schedule that is a little different. As a result, total hours of instruction vary by building and in some cases, by grade level as well.

Based upon the board-approved 2017-2018 calendar, the following are the scheduled hours of instruction by grade and building:

Building	Grade(s)	Hours
Franklin Elementary	K	1018.24
Franklin Elementary	1-4	1064.00
Isham Elementary	K	1018.24
Isham Elementary	1-4	1064.00
Lincoln Elementary	K	1032.00
Lincoln Elementary	1-4	1064.00
Overlook Elementary	K	1032.00
Overlook Elementary	104	1050.00
Valley View Elementary	K-4	1064.00
Central Intermediate	5-6	1064.00
Middle School	7-8	1126.00
High School	9-11	1119.50
High School	12	1093.00

The following shows the total hours of scheduled instruction when the lost time for calamity days is included:

Building	Grade(s)	Hours	Hours after Calamity Days
Franklin Elementary	K	1018.24	972.80
Franklin Elementary	1-4	1064.00	1017.44
Isham Elementary	K	1018.24	972.80
Isham Elementary	1-4	1064.00	1017.44
Lincoln Elementary	K	1032.00	986.00
Lincoln Elementary	1-4	1064.00	1017.44
Overlook Elementary	K	1032.00	986.00
Overlook Elementary	1-4	1050.00	1004.00
Valley View Elementary	K-4	1064.00	1017.44
Central Intermediate	5-6	1064.00	1017.44
Middle School	7-8	1126.00	1076.50
High School	9-11	1119.50	1070.00
High School	12	1093.00	1043.50

As you can see, we are still well above the state minimum requirements. As we decided when our state first changed from days to hours, I would suggest that we continue with the understanding that we do not schedule make-up days due to calamity days until we reach double-digit days out of school. While we would still have time to give, even at double-digit days out of school, I think at some point making up days is necessary.

D. **2020-2021 Proposed School Calendar:** The proposed school calendar for the 2020-2021 school year can be found by clicking here. The proposed calendar will be recommended for board approval on May 14, 2018.

E. **March 5, 2018 School Safety Meeting Follow-Up:** The Board of Education would like to thank all who took time to attend the March 5, 2018 school safety meeting. Since the meeting, ideas on how to enhance our current school safety measures continue to be discussed with city safety officials, district employees, and the board of education. Once final decisions are made, a follow-up communication will be shared with our community.

F. **Business Advisory Council:** Recently, the Ohio Department of Education released guidelines for Business Advisory Councils. Part of the guidance requires that the business advisory council meets at least quarterly with the board of education, per Ohio Revised Code 3313.821. Members of the Wadsworth City School District Board of Education will rotate attendance at the monthly business advisory council meetings to meet this requirement.

G. **Lincoln Elementary School Outdoor Reading Lab:** Our carpentry program will work with representatives of Lincoln Elementary School to construct an outdoor reading lab, similar to the one pictured below. The lab will be located on the north side of the school building, along the fence line.



VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

2. Employments

(f) (1) Barbara Skamer: Ms. Skamer is being recommended to fill the new vehicle driver position required due to the needs of a student, as identified in her individual education program. In addition, Ms. Skamer will fill the aide

position at Isham Elementary School left open by the movement of Ms. Kristen Highland to another position within our school district.

(f) (2) Allyson Wagner: Ms. Wagner is being recommended to fill the cafeteria helper position left open by the resignation of Mr. Bruce Mandate.

B. ACTION CONSENT ITEMS

1. **University of Akron College Credit Plus Memorandum of Understanding:** The College Credit Plus Memorandum of Understanding between The University of Akron and the Wadsworth City School District Board of Education being recommended for approval governs the College Credit Plus program for the 2018-2019 school year.

4. **Board of Education Policy Revisions:** The revisions to Wadsworth City School District Board of Education policies being recommended for approval align our policies with current law and district practices.

5. **Science Textbook Adoption:** The science textbooks being recommended for adoption, beginning in the 2018-2019 school year, are the same as those that were presented at the March 12, 2018 board of education meeting by members of the Science Textbook Adoption Committee. The textbooks have been available for review at the Charles R. Parsons Administration Building since March 13, 2018.

6. **Board of Education Policy 6325, Procurement-Federal Grants/Funds:** The revision to Wadsworth City School District Board of Education Policy 6325, Procurement-Federal Grants/Funds, being recommended for a first reading aligns our policy with current requirements of the law.

7. **College Now Greater Cleveland Memorandum of Understanding:** The MOU between College Now Greater Cleveland and Wadsworth High School being recommended for approval will allow our school district to continue to offer additional assistance to students and parent/guardian(s) for college financial aid counseling and scholarship services.

8. **Reduction of Student Instruction Hours for the 2017-2018 School Year:** The resolution to reduce student instruction hours for the 2017-2018 school year being recommended for approval is necessary to officially adjust the board-approved 2017-2018 school calendar to account for the calamity days referenced in Administrative Discussion Items, Presentations, and Updates Item B., above.

10. **Summit Educational Service Center Agreement:** The Contract for Services Supervised by ESC Board between the Summit Educational Service Center Governing Board and the Wadsworth City School District Board of Education being recommended for approval will allow our district to continue to receive the services of an audiologist, per needs identified in the individual education program of students, during the 2018-2019 school year.

11. **Educational Service Center of Medina County Service Agreement Amendment:** The amended agreement between the Educational Service Center of Medina County and the Wadsworth City School District being recommended for approval will allow for an increased amount of American Sign Language services, per needs identified in the individual education program of students, during the 2017-2018 school year.

12. **Revised 2018-2019 School Year Calendar:** The revised calendar being recommended for approval reflects the following changes:

    - Adds the Junior ACT testing day on February 20, 2019;
    - Adds the monthly two (2)-hour delays for students in grades 7-12; and
    - Increases the total number of full days devoted to conferences from the current two (2) to three (3) for grades preK through 6. The result of this change is the reduction of one (1) student instruction day and one (1) teacher comp day for those students/teachers grades preK through 6. The recommended revision is the result of work completed by the Parent/Teacher Conference Review Committee. The full recommendation of the committee is as follows:

Parent/Teacher Conference Review Committee Recommendations
March 2018

Purpose of the Committee

The Wadsworth Education Association and the Wadsworth City School District Board of Education decided to form a committee to explore options on how to improve the current parent/teacher conference process.

Composition of the Committee

The following were part of the committee:

Jamie Bennett
Andy Hill
Eric Jackson
Beth Lawrence
Laura Maslyk
Leslie North
Lori Robinson
Stephine Schmeltzer
Joe Shalala
Chris Sieber
Erin Simpson
Megan Smith
Cynthia Stecker

Sara Storm
Trish Swanson
Katie Titus
Roger Wright

Proposed Improvements to the Current Parent/Teacher Conference Process

Pre-K-6th Grade:

For the 2018-2019 school year, conferences would be held on the following dates/times:

Date:	Time:
Wednesday, October 17	4:30-8:00 p.m.
Thursday, October 18	11:30 a.m.-7:00 p.m. (No school for students)
Friday, November 2	8:10 a.m.-3:40 p.m. (No school for students)
Thursday, February 7	4:30-8:00 p.m.

The proposed solution addresses the following concerns:

- More time is needed if all parent/guardian(s) are expected to be met with;
- The time of day conferences are offered needs to be reviewed; and
- When conference days are scheduled throughout the year needs to be reviewed.

The proposed solution increases the total number of full days devoted to conferences from the current two (2) to three (3). The result of this proposal is the reduction of one (1) student instruction day and one (1) teacher comp day. Due to the change in calendar and reduction of a student instruction day, formal board of education approval will be needed to implement the change.

7th-12th Grade:

For the 2018-2019 school year, conferences would be held according to the following plan (the fall conference date is to be determined but will occur sometime after October 19):

- Hold a parent/teacher conference opportunity right after the end of the first quarter from 4:00-7:30 p.m. (the high school may hold theirs from 3:00-8:30 p.m.); and
- Allow teachers to log the remaining three and a half (3.5) hours (or whatever remains from a full seven (7)-hour work day) of conference time throughout the year as they interact with parent/guardian(s).

The proposed solution addresses the concern that there needs to be more flexibility in the way parent/teacher conferences are structured in grades 7-12, due to low participation on the formal conference nights, especially at the high school level.

The Communication Log:

The following will be required in each teacher's parent/guardian communication log:

- Student name;
- Who the teacher talked to/communicated with (name and relation to student);
- Date;
- Mode of communication (e.g., phone call, email, face- to-face conference, etc.); and
- Amount of time spent on this communication.

The committee felt teachers completing the log in Google was best, although no exact format was decided upon.

Failure to Finish the Communication Log Hours

April 15 will be the deadline for completion of the logged hours. If a teacher has not completed the logged hours by April 15, he/she will be required to stay for conferences on a night selected by the building principal, and he/she will have to provide documentation to his/her building principal that he/she has notified parent/guardian(s) of his/her students of his/her availability for a conference on the said evening.

Meeting Minutes

The meeting minutes from each Parent/Teacher Conference Review Committee meeting can be found by clicking here.

13. **Explorica, Inc. Agreement:** The Agreement between Explorica, Inc. and the Wadsworth City School District Board of Education being recommended for approval specifies that the board shall have the exclusive authority to select, assign, reassign, or substitute group leaders for the educational tour and specifies who the group leaders will be on the high school French Club trip to Paris, France from June 4-11, 2019.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: March 12, 2018

The Wadsworth City Board of Education met in Regular Session on Monday, March 12, 2018, at **7:00** P.M. at the James R. McIlvaine Performing Arts Center, 625 Broad Street.

Present	Batey, Gordon, Kramer, McComas, McDougal
Absent	0
Administrators	**13**
Staff	15
Visitors	**83**
Student Liaison	Adam Darwich

18-03-24 **APPROVAL OF BOARD MINUTES**

The motion was made by **Gordon**, seconded by **Batey**, to approve the following Board of Education Meeting Minutes:

Regular Session February 12, 2018

VOTE: Yea - Gordon, Kramer, McComas, McDougal, Batey
Nay - None Motion Carried,

STUDENT / STAFF RECOGNITION:

A. March Students of the Month:

Student	Grade	School
Giana Johnson	04	Franklin Elementary School
Levi Hartzler	04	Isham Elementary School
Emily Hanson	04	Lincoln Elementary School
Connor Yorke	04	Overlook Elementary School
Emily Snyder	04	Valley View Elementary School
Matthew Fahey	06	Central Intermediate School
Skylar Barnett	08	Wadsworth Middle School
Leila Yurick	11	WHS Career-Technical
James (J.J.) Kane	12	WHS Career-Technical
Abigail Zembas	12	Wadsworth High School
Andrew DePero	12	Wadsworth High School

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES:

A. Science Textbook Adoption Presentation: Science Textbook Adoption Committee Members

B. Central Intermediate School Survey

C. Parent/Teacher Conference Time Survey

D. Partner Marketing, LLC Media Kit

E. Transition to Electronic Report Cards

F. Ohio Means Jobs-Readiness Seal

G. New Look - Wadsworth High School Diploma

ADMINISTRATIVE ITEMS:

18-03-25 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Batey**, to adopt the Personnel Consent Items from the March 12, 2018, Regular Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Resignations:

a)	Jacob Palidar	9th Grade Baseball Coach	(suppl.)
b)	Janet Zelenka	Non-Teaching	(eff. 02/20/18)
c)	Jillian Klingbeil	Teacher	(eff. 03/02/18)

2. Employments:

a)	Nicole Doyle	Teacher	
b)	Allison Bullock	Certified Substitute	(eff. 02/15/18)
c)	Allyson Wagner	Certified Substitute	
d)	Tyler Just	Non-Teaching	(eff. 02/21/18)
e)	James Riley	Classified Substitute	(eff. 02/26/18)

f) Athletic Event Workers:

Division I Girls' Basketball Sectional Tournament (02/22 at WHS):

Brad Musgrave	Tournament Site Manager	($75)

Division I Boys' Basketball Sectional Tournament (02/28 at WHS):

Brad Musgrave	Tournament Site Manager	($75)

Division I Wrestling Sectional Tournament (02/24 at WHS):

Sam Brandenburg	Tournament Manager	($285)
Brad Musgrave	Assistant Manager	($50)
Renee Riggenbach	Table Worker	($75)
Julie Zollinger	Table Worker	($75)
Mike Kyner	Announcer	($75)
Jason Knapp	Finals Worker	($25)
Val Dannemiller	Ticket Taker	($100)
Bonnie Montoni	Ticket Taker	($100)
Aly Dannemiller	Ticket Taker	($100)

f) Supplemental Contracts:

Michael Polack	WMS Boys' Lacrosse Coach (Vol.)	(eff. 02/19/18)
Cory Potter	Varsity Asst. Football Coach	
Amy Smith	WMS Girls' Asst. Track Coach (Vol.)	(eff. 02/05/18)
Megan Hohlbaugh	WMS Girls' Asst. Track Coach	

d) Volunteers:

Nichole Bart
Kimberly Brewer
Elise Burton
Mike Cindia
Justin Craig
Amanda Davis
Amanda Dodez
Amanda Duncan
Lynette Francis
Carmen Gordon
Brenda Kibe
Christopher Lovell
Brian Madigan
Melanie Morris (eff. 03/02/18)
Joey Nichols
Felicia Risi
Mona Rohrer
Kristen Schaffer
Nikki Oplinger
Christina Ramey
Barbara Wert
Rebecca Williams
Lawrence Wolf

3. Recommendation to grant unpaid child leave care under FMLA to Katelin Schofield from the end of her allowable sick leave through the 2018-19 school year.

4. Recommendation to approve a Job Share Teaching Partnership for the 2018-19 school year for Sarah Niemczura and Candace Whitney in accordance with the Wadsworth Education Association Negotiated Agreement 14.01.

5. Recommendation to grant unpaid leave to Jacquline Acord from the end of her allowable sick leave through April 9, 2018.

6. Recommendation to grant 4.13 hours of unpaid leave to Kelsie Erhard to be used on May 14, 2018.

7. Recommendation to appoint the following new members to the Business Advisory Council (BAC):

a)	Paul Alic	Goldsmith & Eggleton
b)	Robert Patrick	City of Wadsworth
c)	Brian Pinkerton	First Federal
d)	Jason Venner	Clampco

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

18-03-26 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **McComas**, to adopt the Action Consent Items for the March 12, 2018, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to approve the following overnight trips:

   a) Band trip to Orlando, Florida (December 27, 2018 through January 2, 2019)

   b) Winter Guard trip to Dayton, Ohio (February 24, 2018)

   c) WHS French class trip to Paris, France (June 4-11, 2019)

d) Franklin Elementary School 3rd grade to Camp Christopher, Akron, OH (May 23-24, 2018)

2. Recommendation to approve the Agreement between Traveling Classrooms and the Wadsworth City School District Board of Education. **(ATTACHED)**

3. Recommendation to approve the Tour Agreement between Bob Rogers Travel and the Wadsworth City School District Board of Education. **(ATTACHED)**

4. Recommendation to approve the Agreement between Bob Rogers Travel and the Wadsworth City School District Board of Education. **(ATTACHED)**

5. Recommendation to change the substitute health aide hourly rate of pay from $12.00/hour to $13.96/hour (eff. February 20, 2018).

6. Recommendation to declare the following resident students impractical to transport, enabling their parents/guardians to apply for State transportation reimbursement for the 2017-18 school year:

   a) Clara Elsey, to Northside Christian Academy (Wadsworth)
   Parent: David Elsey

7. Recommendation to accept a $500 grant from Luke Engineering.

8. Recommendation to approve an Agreement for Admission for Tuition Pupils Pursuant to O.R.C. Sections 3327.04, 3327.06, 3323.14, and 3317.08 with Rittman Exempted Village Schools. **(ATTACHED)**

9. Recommendation to approve Units of Study as the K-4 writing curriculum.

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

a)	4121	Criminal History Record Check
b)	4162	Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety Sensitive Functions

c)	5111	Eligibility of Resident/Nonresident Students
d)	5112	Entrance Requirements
e)	5611	Due Process Rights
f)	7440.01	Video Surveillance and Electronic Monitoring
g)	7530	Lending of Board-Owned Equipment
h)	7530.02	Staff Use of Personal Communication Devices
i)	7542	Access to District Technology Resources and/or Information Resources from Personal Communication Devices
j)	7543	Utilization of the District's Website and Remote Access to the District's Network
k)	8400	School Safety
l)	8600.04	Bus Driver Certification
m)	9141	Business Advisory Council

11. Recommendation to approve the Ohio High School Athletic Association Confirmation of Tournament Site Agreements for February 22, 24, and 28, 2018. **(ATTACHED)**

12. Recommendation to accept a $4,000 donation from the Valley View PTO.

13. Recommendation to accept a $1,640 donation from Barbara Dafo.

14. Recommendation to approve a subscription to Naviance for the 2018-19, 2019-20, and 2020-21 school years.

15. Recommendation to enter into a Settlement Agreement with Victory Partners Equities, LLC on the value of real property located at 1000 Seville Road, Wadsworth, Ohio. **(ATTACHED)**

16. Recommendation to accept the donation of a gait trainer from Sarah Hissner (valued at $2,500).

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

18-03-27 Upon the recommendation of Treasurer Beeman, the motion was made by **Kramer**, seconded by **McComas**, to adopt the Action Consent Items for the March 12, 2018, Regular Meeting, as presented:

A. ACTION CONSENT ITEMS

1. Recommendation to adopt a Resolution to accept the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the Medina County Auditor. **(ATTACHED)**

2. Recommendation to accept the February financial reports as presented and subject to audit:

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

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

LEGISLATIVE UPDATE

Kramer reported:

- Ohio H.B. 87 - Passed the House–To enact Section 3314.52 of the Revised Code regarding public moneys returned to the State as a result of a finding for recovery issued pursuant to an audit of the enrollment records of a community school.

- Ohio H.B. 438 – Update - To permit the addition of appointed members to an educational service center board and to permit a local school district to sever its territory from one educational service center and annex that territory to an adjacent service center under specified conditions.

- Ohio H.B. 512 – To restructure education agencies and their duties.

FLOOR ITEMS

BOARD MEMBER ITEMS

Adam Darwich congratulated the Bowling, Wrestling and Girls' Basketball teams for their success in the State tournament this past weekend. He mentioned the upcoming 42nd Street The Musical. He announced all Juniors will take the ACT on March 20 and no school for the remaining WHS students.

McComas congratulated the Wrestling program for their 3rd place overall finish.

Gordon congratulated all three athletic programs for their success. She announced 42nd Street on March 23 – fundraiser, dinner and show. She also mentioned that the last two weekends the Wind Ensemble and Symphonic Band received all 1's at their adjudicated events. She thanked everyone that participated in the Safety Community Forum.

McDougal recognized the three sports programs. She also acknowledged and thanked the participants on the Safety Forum. She congratulated the Four City Compact programs that completed at the State tournament.

Kramer recognized the Wrestling program.

Batey congratulated all three athletic programs. She acknowledged the Speech and Debate team for their success at the State tournament. She encouraged people to attend 42nd Street. She thanked everyone that participated in the Safety Community Forum.

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

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. <u>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.</u>

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, C and E as listed above.

18-03-28 <u>EXECUTIVE SESSION</u>

The motion was made by **Gordon**, seconded by **McComas**, to enter Executive Session at **8:12** p.m.

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

<u>EXECUTIVE SESSION</u> recessed at **9:30** p.m.

18-03-29 **ADJOURNMENT**

The motion was made by **Gordon**, seconded by **McComas**, to adjourn at **9:30** p.m.

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

(Signed)_____
Jody McDougal, President

(Attested)_____
Douglas D. Beeman, Treasurer

CITY OF WADSWORTH
SINCE 1814
A COMMUNITY UNMATCHED

March 30, 2018

Sent Via Certified Mail

Andrew Hill, Superintendent
Wadsworth City Schools
360 College Street
Wadsworth, OH 44281

Dear Dr. Hill:

The City of Wadsworth is planning to expand its Community Reinvestment Area (CRA) tax abatement program to include a new CRA zone in the Downtown area.

The Community Reinvestment Area (CRA) program began as a way for communities to incentivize the renovation of blighted residential property, but it has now become a critical economic development tool to encourage businesses to invest in a community, to build new facilities, add to the tax base, support school systems and create new jobs.

This letter serves as notification to Wadsworth City Schools regarding the City of Wadsworth's intention to submit an application to the State of Ohio to create the expanded CRA area. Please see the attached materials for information about the school district's rights regarding CRA programs.

As a step in the application process, Wadsworth City Council has approved Resolution #18-03 (enclosed) to establish the proposed terms of the Downtown CRA Area. We are working with the Medina County Economic Development Corporation to prepare the application for the expansion of the City's CRA zone boundaries. If you would like Bethany Dentler, MCEDC's Executive Director, to present the school district with information about this program, please contact her at 330-722-9215 or bdentler@medinacounty.org regarding scheduling a time to meet with the school board.

During both the CRA expansion process and implementation phase of this program, the City of Wadsworth will strive to work closely with Wadsworth City Schools and the business community to bring benefit back to the school district. If you have specific questions about this effort, please contact me or Bethany Dentler.

Sincerely,

Robert Patrick
Director of Public Service

cc: Bethany Dentler, Medina County Economic Development Corporation

OHIO COMMUNITY REINVESTMENT AREA PROGRAM - SUMMARY

Community Reinvestment Areas are areas of land in which property owners can receive tax incentives for investing in real property improvements. The Community Reinvestment Area (CRA) Program is a direct incentive tax exemption program benefiting property owners who renovate existing or construct new buildings. This program permits municipalities or counties to designate areas where investment has been discouraged as a CRA to encourage revitalization of the existing housing stock and the development of new structures.

The CRA Program was created in 1977. The program underwent major revisions in 1994. In fact, there are two types of Community Reinvestment Areas in Ohio - those created prior to July 1, 1994 and those created after. The regulations governing each type vary considerably. In each case however, the local legislative authority with jurisdiction over the designated area determines the size, the number of areas as well as the term and extent of the real property exemptions.

A municipality or county must undertake a Housing Survey of the structures within the area proposed as a CRA. The results of the survey must support the finding that the area is one in which housing facilities are located and that new construction and renovation is discouraged. The local legislation creating the CRA must contain a statement of finding that the area included in the description is one in which "housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged."

All property owners meeting the requirements set forth in the local legislation and planning to undertake a real property improvement can apply to the housing officer designated by the local legislative authority. In a pre July 1, 1994 CRA the application is made after the improvements have been completed unless otherwise stipulated within the CRA creation legislation. In a post July 1, 1994 CRA, residential applications are filed at construction completion, but projects involving commercial or industrial facilities must apply before the project begins. The term of the exemption for a pre July 1, 1994 CRA is as stipulated within the local legislation. Residential projects in a CRA created after July 1, 1994 receives the percentage and term of the exemption specified within the authorizing legislation. In all commercial and industrial projects in a CRA created after July 1, 1994 the exemption percentage and term are to be negotiated between the property owner and the local legislative authority. An agreement meeting the standards set forth in Ohio Revised Code Section 3735.671 must be finalized prior to the commercial or industrial project going forward.

Local municipalities or counties can determine the type of development to be supported by the CRA Program by specifying the eligibility of residential, commercial and/or industrial projects. The CRA Program is a permanent tax exemption incentive program, which does not have a sunset provision. Local legislative authorities may wish to include an annual review or renewal clause to ensure the program is meeting expectations.

The local legislative authority must designate a Housing Officer to review applications and to serve as the program lead. In addition, the local legislative authority must create Tax Incentive Review Council to review performance on all agreements and projects.

CRA PROGRAMS BENEFITS	PRE JULY 1, 1994 CRA	POST JULY 1, 1994 CRA
EXEMPTION LEVELS:		
Real Property	Must be 100%	Up to 100% **
Personal Property	None	None
Inventory	None	None
TERM EXEMPTIONS:		
Residential Remodeling (2 units or less; minimum $2500)	Up to 10 years as specified in the legislation that creates the CRA	Up to 10 years as specified in the legislation that creates the CRA
Residential Remodeling (more than 2 units; minimum $5000)	Up to 12 years as specified in the legislation that creates the CRA	Up to 12 years as specified in the legislation that creates the CRA
Residential New Construction	Up to 15 years as specified in the legislation that creates the CRA	Up to 15 years as specified in the legislation that creates the CRA
Commercial and Industrial Remodeling (minimum $5000)	Up to 12 years as specified in the legislation that creates the CRA	Up to 12 years as negotiated and approved in an CRA Agreement
Commercial and Industrial New Construction	Up to 15 years as specified in the legislation that creates the CRA	Up to 15 years as negotiated and approved in an CRA Agreement

The exemption percentage and term for commercial and industrial projects are to be negotiated on a project specific basis. If the proposed exemption exceeds 50%, local school district consent is required unless the legislative authority determines, for each year of the proposed exemption, that at least 50% of the amount of the taxes estimated that would have been charged on the improvements if the exemption had not taken place will be made up by other taxes or payments available to the school district. Upon notice of a project that does not meet this standard, the board of education may approve the project even though the new revenues do not equal at least 50% of the projected taxes prior to the exemption.

While the CRA Program is primarily a housing oriented incentive, it does have considerable value as an economic development tool. It is extremely important for both property owners and local governments to realize the significance of the local authorization date. Of importance, a CRA created after July 1, 1994 must receive confirmation from the Director of the Ohio Department of Development prior to formally granting a real property tax incentive.

In a municipality which has a local income tax, any project which will generate a new annual payroll of one million dollars or more, the municipality and the board of education must negotiate a revenue sharing agreement outlining the manner and procedure of the agreed upon compensation. If no agreement is reached within six months of the finalization of the CRA Agreement, then the income tax revenues generated by the new employees will be split 50/50 between the municipality and board of education. This provision applies to both a CRA created after July 1, 1994 and those created prior to July 1, 1994 unless the project was formally recognized by the local legislative authority prior to July 1, 1994 and will be completed by July 1, 1998.

The CRA Program includes many notice requirements. The Housing Officer must notify the affected board of education a minimum of 14 days prior to certifying any residential, commercial and industrial project to the County Auditor for exemption in a CRA created prior to July 1, 1994. In a CRA created after July 1, 1994, notice of all commercial and industrial projects must be given to the affected board of education a minimum of 14 days prior to the formal review of the agreement by the local legislative authority. Notice for residential applications is required 14 days prior to the certification of the exemption to the County Auditor.

Note that if a CRA Agreement is proposed which provides an exemption greater than 50%, the local legislative authority must request the board of education's approval a minimum of 45 business days prior to the scheduled local legislative review. The board of education, by resolution adopted by a majority of the board, shall approve or disapprove the agreement and certify a copy of the resolution to the legislative authority not later than fourteen days before the legislative authority formally considers the agreement.

The board may include in its resolution conditions under which it would approve the agreement. The local legislative authority may approve the proposed agreement if the conditions are satisfied. If the board does not approve the proposed agreement or if the conditions are not satisfied, the local legislative authority may approve an agreement so long as the exemption does not exceed 50%.

When a proposed CRA assisted project involves the relocation of any portion of the operations of a business that is located elsewhere within the state to a different jurisdiction within the state, the local government of that jurisdiction must provide to the local legislative authority of the county or municipality from which the relocation will occur a notice not less than 30 days before the formal review or approval of the CRA Agreement. The formal notice must include a copy of the agreement to be considered.

Note that while any CRA created prior to July 1, 1994 is "grand fathered" and many of the post July 1, 1994 CRA provisions do not apply, this exclusion is limited in both time and applicability. A pre July 1, 1994 CRA can amend its authorizing legislation twice and still fall within the pre 1994 CRA rules. Any third amendment would impose the post July 1, 1994 CRA rules on that area.

Revised: 6/1/2006

For more information, please review Ohio Revised Code Sections 3735.65-70 or contact the Ohio Development Services Agency, Office of Strategic Business Investments, at 614-728-6778.

RESOLUTION NO. 18-03
SPONSORED BY COUNCIL MEMBER ROBERT TITUS

A RESOLUTION IMPLEMENTING SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE, ESTABLISHING A COMMUNITY REINVESTMENT AREA IN THE DOWNTOWN AREA OF THE CITY OF WADSWORTH AND DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM AND CREATING A COMMUNITY REINVESTMENT HOUSING COUNCIL AND TAX INCENTIVES REVIEW COUNCIL AND DECLARING AN EMERGENCY

WHEREAS, the Council of the City of Wadsworth (hereinafter "Council") desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of the City of Wadsworth that have not enjoyed enough reinvestment from remodeling or new construction; and

WHEREAS, a survey of housing as required by Ohio Revised Code (ORC) Section 3735.66 has been prepared for the area to be included in the proposed Community Reinvestment Area (CRA); and

WHEREAS, the maintenance of existing structures and construction of new structures in such area would serve to encourage stability, maintain real property values, and generate new employment opportunities; and

WHEREAS, the remodeling of existing structures or the construction of new structures in this Community Reinvestment Area (CRA) constitutes a public purpose for which real property tax exemptions should be granted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WADSWORTH, MEDINA COUNTY, OHIO THAT:

Section 1: The area designated as the Downtown Community Reinvestment Area by this resolution constitutes an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged (See Exhibits A and A-1).

Section 2: Pursuant to ORC Section 3735.66, the Downtown Community Reinvestment Area is described and hereby established in attached Exhibit B.

The Downtown Community Reinvestment Area is approximately depicted as the outlined area on the map attached to this Resolution, marked Exhibit C and by reference incorporated herein.

Only residential, commercial and industrial properties consistent with applicable zoning regulations within the designated Community Reinvestment Area (CRA)will be eligible for exemptions under this program.

Section 3: All properties identified in Exhibit B as being within the designated Community Reinvestment Area (CRA) are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area. As part of

the project, the City of Wadsworth intends to undertake supporting public improvement in the designated area.

Section 4: Within the Downtown Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the terms of those exemptions shall be negotiated on a case-by case basis in advance of commencement of construction or remodeling occurring, according to the rules outlined in ORC 3735.67. The results of the negotiation as approved by this Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC Section 3735.671.

For residential property, a tax exemption on the increase in the assessed valuation resulting from improvements as described in ORC Section 3735.67 shall be granted upon proper application by the property owner and certification thereof by the designated housing officer for the following periods. Residential applications must be filed with the Housing Officer no later than six months after construction completion.

Although the term and percentage of tax exemption shall be negotiated, the term and percentage shall not exceed the following parameters:

1.) For residential new construction or remodeling, the term of the exemption shall be ten (10) years and the percentage of the tax exemption shall be fifty percent (50%). The cost of remodeling must be at least $15,000 and twenty percent (20%) of the value of investment must be dedicated to façade improvements.

2.) For improvements to existing industrial or commercial facilities, the term of the tax exemption shall not exceed fifteen (15) years and the percentage of tax exemption shall not exceed one hundred percent (100%).

3.) For new industrial or commercial properties, the term of tax exemption shall not exceed fifteen (15) years and the percentage of tax exemption shall not exceed one hundred percent (100%).

All negotiations for tax exemptions shall comply with policy guidelines of the Wadsworth City Council as defined by Ordinance 00-090 , with the exception of Section 1, paragraph 2 in Ordinance 00-090 and by any other later guidelines adopted by Wadsworth City Council.

If remodeling qualifies for an exemption, during the period of the exemption, the dollar amount of the increase in market value of the structure shall be exempt from real property taxation.

If new construction qualifies for an exemption, during the period of the exemption, the structure shall not be considered an improvement on the land on which it is located for the purpose of real property taxation.

Section 5: All commercial and industrial projects are required to comply with the state application fee requirements of ORC Section 3735.672 (C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement.

Section 6: To administer and implement the provisions of this Resolution, the Assistant Director of Public Service is designated as the Housing Officer as described in ORC Sections 3735.65 through 3735.70.

Section 7: That a "Community Reinvestment Area Housing Council" shall be created, consisting of two (2) members appointed by the Mayor of the City of Wadsworth, two (2) members appointed by the Council of the City of Wadsworth, and one (1) member appointed by the Planning Commission of the City of Wadsworth. The majority of the members shall then appoint two (2) additional members who shall be residents within the City of Wadsworth. Terms of the members of the Housing Council shall be for three (3) years. An unexpired term resulting from a vacancy in the Housing Council shall be filled in the same manner as the initial appointment was made. If a Housing Council has already been appointed to monitor other Community Reinvestment Areas within the City of Wadsworth, those members shall also serve as members of the Housing Council to monitor the Downtown Community Reinvestment Area.

A Tax Incentive Review Council shall be established pursuant to ORC Section 5709.85 and shall consist of three (3) representatives appointed by the Board of County Commissioners, two (2) representatives of the municipal corporation, appointed by the Municipal CEO with Council concurrence, the Medina County Auditor or designee, and a representative of each affected Board of Education. At least two members must be residents of the City of Wadsworth.

The Tax Incentive Review Council shall review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671 of the ORC and make written recommendations to the Wadsworth City Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

Section 8: The City Council reserves the right to re-evaluate the designation of the Downtown Community Reinvestment Area after December 31, 2018, on an annual basis, at which time the City Council may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the ORC.

Section 9: The Community Reinvestment Area Housing Council shall make an annual inspection of the properties within the district for which an exemption has been granted under Section 3735.67 of the ORC. The Council shall also hear appeals under Section 3735.70 of the ORC.

Section 10: The Downtown Wadsworth Community Reinvestment Area established by this Resolution become established upon confirmation by the Director of the Ohio Development Services Agency of the findings in this Resolution.

Section 11: The Council hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Council, that all deliberations of this Council and of its committees, if any, which results in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the ORC.

Section 12: The Mayor of the City of Wadsworth is hereby directed and authorized to petition the Director of the Ohio Development Services Agency to confirm the findings in this Resolution.

Section 13. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety in the City of Wadsworth in order to promote economic development and reduce unemployment.
WHEREFORE, this Resolution shall go into immediate effect provided it receives a two-thirds vote of all members of city council. If it receives approval by a majority of the members but less than a two-thirds vote, then it shall be effective at the earliest time permitted by law.

Date Passed: February 20, 2018

President of Council

Attest: Tammy L. Guenther

Date Approved: February 20, 2018

Mayor

1st Rdg. 1.16.18
3rd Rdg. 2.20.18
Vote: aye 7 nay 0

2nd Rdg. 2.6.18
Passed: yes 4 no
Immediate Effect: yes 4 no

CERTIFICATE OF PUBLICATION

I, Tammy L. Guenther, Clerk of Council of the City of Wadsworth, State of Ohio, do hereby certify that the forgoing ordinance was duly published in the *Medina Gazette* and at at *http://www.publicnoticesohio.com* on _____ and _____, which is for two consecutive weeks as required by section 731.21 of the Ohio Revised Code.

_____
Tammy L. Guenther
Clerk of Council
City of Wadsworth

Exhibit A

Housing Survey of Downtown CRA in the City of Wadsworth

A housing survey was conducted of the area to be designated as the Medina County, City of Wadsworth, Downtown Community Reinvestment Area. This housing survey demonstrates that the area to be designated as a CRA zone is one in which housing facilities or structures of historical significance are located and where new housing construction and repair of existing facilities or structures are discouraged.

There is a total of 15 acres zoned residential in the proposed Downtown CRA area. The proposed CRA district contains 59 older residential homes constructed prior to 1940. The oldest home was constructed in the 1880's, while only five homes have been built in the proposed CRA area since 1960.

An overwhelming majority of the housing stock (93%) within the proposed CRA zone is 55 years or older; this percentage is considerably higher than the percentage of 55+ year old housing in the City of Wadsworth as a whole or even Medina County as a whole.

AGE OF WADSWORTH HOUSING STOCK

Structure Built	Proposed CRA	City of Wadsworth	Medina County
Built 1990 or later	3%	30%	39%
Built 1960 to 1989	4%	31%	38%
Built 1940 to 1959	12%	20%	12%
Built 1939 or earlier	81%	19%	11%
55 years or older (Pre-1960)	**93%**	**39%**	**23%**

Though general economic conditions in the City of Wadsworth are strong, the proposed CRA targets a specific area of the City that has suffered from blight, with a particular focus on older, devalued homes.

The residential homes that are eligible within the boundaries of the proposed CRA zone are in particular need of revitalization. The median value of an eligible home within the proposed boundaries of the CRA is $94,525. This is **67% lower** than the median home value within the City of Wadsworth as a whole, where median home value is reported at $157,600, and **89% lower** than the median home value in Medina County ($179,000).

VALUE OF WADSWORTH HOUSING STOCK

Value	Proposed CRA	City of Wadsworth	Medina County
Less than $50,000	1%	2%	2%
$50,000 to $99,000	55%	14%	8%
$100,000 to $149,999	36%	28%	21%
$150,000 to $199,999	8%	32%	29%
$200,000 to $299,999	0%	21%	26%
$300,000 to $499,999	0%	2%	11%
$500,000 to $999,999	0%	0%	2%
$1,000,000 or more	0%	0%	0%
Median Home Value	**$94,525**	**$157,600**	**$179,000**

Source: Wadsworth City & Medina County data from US Census Bureau. CRA Area data from Medina County Economic Development Corporation & Medina County Auditor records.

At least two homes within the proposed CRA area at this time could benefit from exterior remodeling projects for the purpose of making the house more habitable or improving its appearance. The types of remodeling and repair could include repairs to crumbling foundation and chimney; replacement of siding, windows, doors, gutters and downspouts; and removal of massive overgrowth and bushes. See attached photos of 174 N. Lyman Street and 136 Watrusa Court.

The district has approximately 100 acres of commercially zoned property. There are nine vacant parcels on a total of 3.5 acres available for commercial development, but five have current restrictions for education use and city-owned land.

Remodeling of existing structures and development of vacant acreage in the proposed CRA district would greatly enhance the long-term economic prospects of the City of Wadsworth.

Exhibit A-1: Photos for Housing Survey of Proposed Downtown CRA





174 N. Lyman Street, Wadsworth



136 Watrusa Court, Wadsworth









Close-ups of 136 Watrusa Court, Wadsworth

Exhibit B:

Description & Map of Proposed Boundaries for Downtown Wadsworth CRA

Pursuant to ORC Section 3735.66, the Downtown Community Reinvestment Area is hereby established, and the area is bounded and described as follows:

Starting in the northwest corner at the intersection of Prospect & Beck, go east on Prospect, north on Lyman, east on East Prospect, south on Highland, east on Broad, south on East Street, west on Park Court, continuing west immediately south of Central Intermediate School to Main Street, south on Main, west on Garfield, north on South Pardee, west on Mills, north on Kyle, east on College, and north on Beck back to Prospect.

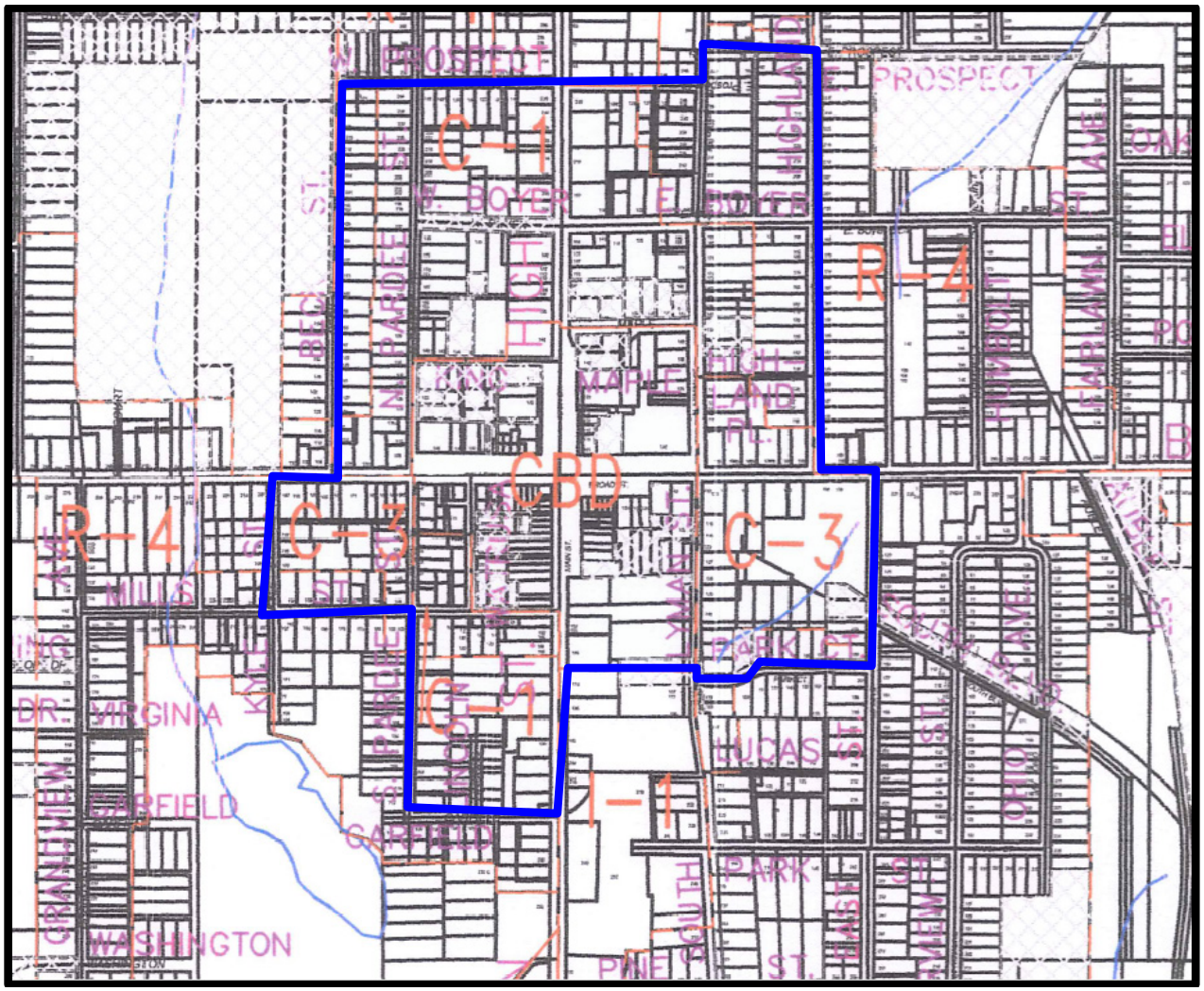
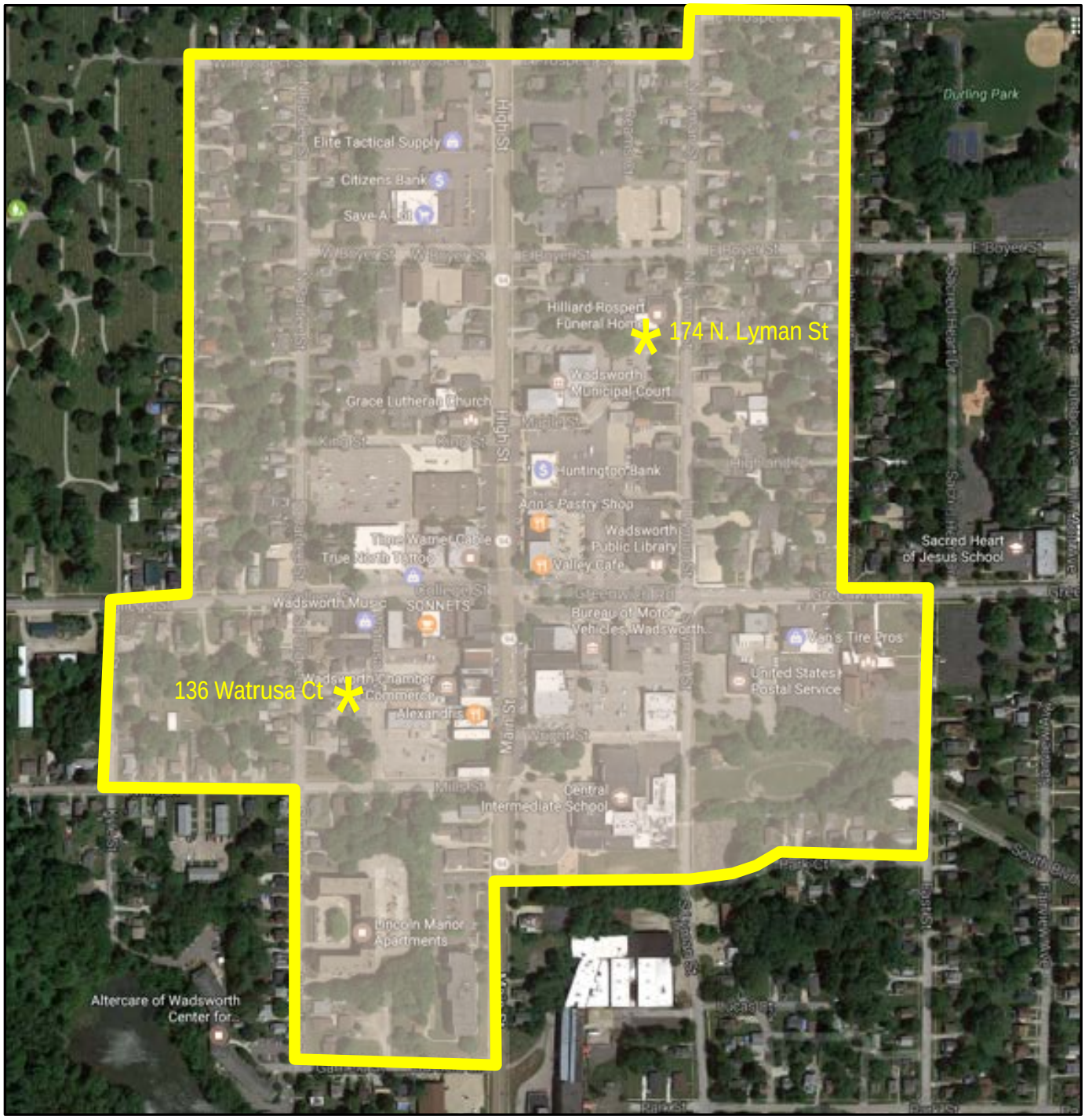


Exhibit C: Map of Proposed Downtown Wadsworth CRA Area



The boundaries of the proposed CRA area are outlined with a yellow line, and the area is shaded in orange.

Draft A

WADSWORTH CITY SCHOOLS | 2020-2021 CALENDAR

AUGUST 2020

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

17 No School (Teacher Work Day)
18 No School (Teacher Work Day)
19 No School (Prof. Dev. In-service)
20 First Student Day

T-11 S-8

SEPTEMBER 2020

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

7 No School (Labor Day)
25 No School (Prof. Dev. In-service)

T-21 S-20

OCTOBER 2020

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

16 No School (Teacher Comp. Day)

T-22 S-21

NOVEMBER 2020

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

13 No School (Prof. Dev. In-service)
26-30 No School (Thanksgiving Break)

T-18 S-17

DECEMBER 2020

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

22-31 No School (Winter Break)

T-15 S-15

JANUARY 2021

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 No School (Winter Break Cont'd.)
18 No School (M. L. King, Jr. Day)
29 No School (Prof. Dev. In-service)

T-19 S-18

15 No School (President's Day)

T-19 S-19

FEBRUARY 2021

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

T-23 S-23

MARCH 2021

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2 No School (Good Friday)
5-9 No School (Spring Break)
12 No School for Gr. K-6 only

T-16 S-16

APRIL 2021

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	25	27	28	29	30	

xx Baccalaureate
xx Commencement
27 Last Student Day
28 Teacher Work Day

T-20 S-19

MAY 2021

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

T-0 S-0

JUNE 2021

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Grading Periods	Total No. of School Days
Gr. K-4 Trimesters:	Gr. K-6: 175 days
Gr. 5-12 Quarters:	Gr. 7-12: 176 days

If the district falls below the minimum hours required in a school year due to calamity day, hours will be added at the end of the school year, beginning May 27, 2021.

COLLEGE CREDIT PLUS

Memorandum of Understanding
By and between

The University of Akron
And
Wadsworth City School District
2018 – 2019 School Year

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1. STATEMENT OF WORK

The University of Akron, hereinafter called The University, will collaborate with Wadsworth City School District, hereinafter called The District, to provide instructional services to qualifying students for University Credit.

2. THE PROGRAM

This College Credit Plus program is available to qualified students enrolled in The District. It is not intended to be a substitute for the academic programs, social growth opportunities, or other educational experiences provided by Ohio's schools. Rather, it is designed to provide enhanced access to university curricula for qualified students. This program hopes to increase the university attendance rate in The University's region by making university courses more readily available.

3. PARTICULARS

A. Instructional Services: Unless otherwise agreed by the parties, College Credit Plus courses will be taught in one of five formats:

A1. High School Teacher as Adjunct - Members of the high school faculty who are determined by The University and the discipline specific departments to qualify as adjunct faculty may teach a University course (using a University syllabus and University textbooks and examinations) for students through College Credit Plus as determined by The University. The class will simultaneously carry University and high school credit.

A2. On-Line Course Delivery - A member of the University faculty (as determined by The University) may teach a course on-line for qualified students through College Credit Plus. The class will simultaneously carry University and high school credit.

A3. Distance Learning Delivery - A member of the University faculty (as determined by The University) may teach a course via Distance Learning for qualified students through College Credit Plus. The class will simultaneously carry University and high school credit.

A4. UA Faculty to High School Site - A member of the University faculty (as determined by The University) may teach a course at the high school site for qualified students through College Credit Plus. The class will simultaneously carry University and high school credit.

A5. High School Student to UA Campus (Any Site) – Qualified students may take a course on the campus of The University through College Credit Plus. The class will simultaneously carry University and high school credit.

Necessary tutoring for special education students and accommodations for ADA qualifying students will be the responsibility of The District in consultation with The University. College Credit Plus students will have access to student resources at The University. **All required textbooks and other learning materials, including access codes, will be the responsibility of the school district.**

B. Student Participation: Students interested in participating in this program must apply to The University for College Credit Plus. Determination of qualification will be made according to the standards of The University. Qualifying students will be eligible to enroll in these College Credit Plus classes for the fall, spring and summer semesters. Students must work with the Guidance Office at The District to ensure their high school requirements and District policies for graduation are satisfied.

Students will also be required to work closely with their University academic adviser to assure that all deadlines and requirements are met.

Students must remain eligible to continue to participate in the College Credit Plus program based on the State of Ohio guidelines.

4. CURRICULUM

A. Course Schedule: Courses offered at The District will be determined by The District AND The University, and will fall within the State of Ohio guidelines. Initial discussions regarding the course schedule for the upcoming school year will take place at meetings with the appropriate personnel from The University and The District. Changes to the course schedule will be made only upon agreement of both parties.

B. Class Composition: All students in a class offered through College Credit Plus at The District must qualify for and be enrolled through College Credit Plus.

C. Courses will explicitly follow University course syllabi and include all required exams, assignments and student learning assessments. Course instructors will maintain all privileges, responsibilities, and expectations as a University adjunct faculty member, including in-class evaluations by University personnel and student course evaluations.

5. TERM

The services described in this Agreement will be provided for the 2018 - 2019 academic year.

6. CANCELLATION

This MOU may be terminated only as follows:

Upon written notice given no less than sixty (60) day prior to the expiration of the then-current term, if sufficient funding is no longer available from the State of Ohio.

7. COST SHARING

The District will be assessed for College Credit Plus as described below:

Format 1: The District will be assessed for students taking College Credit Plus courses at the high school, through Particulars A1 – A3, based on the following formula:

Ohio Department of Higher Education Floor per credit hour x number of credit hours x number of students = assessed amount

Format 2: The District will be assessed for students taking College Credit Plus courses at the high school, through Particular A4, based on the following formula

Ohio Department of Higher Education Floor per credit hour x number of credit hours x number of students = assessed amount

Format 3: The District will be assessed for students taking College Credit Plus courses on the campus (any site) of The University, through Particular A5, based on the following formula:

Ohio Department of Higher Education Ceiling per credit hour x number of credit hours x number of students = assessed amount

8. ENTIRETY OF AGREEMENT

This Agreement, including Exhibit A constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and executed by authorized representatives of both parties.

9. NONDISCRIMINATION

Each party agrees to comply with all applicable laws regarding affirmative action and equal employment opportunity in connection with this Agreement and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, creed, sex, age, national origin, ancestry, religion or disability.

10. PUBLICITY

No publicity containing any reference to The University, other than the fact that the Agreement exist between the parties, shall be used by either party, except upon prior approval by the other party.

11. GOVERNING LAW

The terms of the Agreement shall be governed and construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Agreement the day and year above written.

THE UNIVERSITY OF AKRON

BY:

_____
Nathan Mortimer
CFO

_____
Date

DISTRICT

BY:

_____
Andrew Hill, Superintendent
Wadsworth City School District

_____
Date

Reviewed and approved for
legal form and sufficiency:

_____
Scott M. Campbell
Assistant General Counsel

_____
Date

Exhibit A

Participation in the College Credit Plus program is intended to serve qualified 7th through 12th grade students. The determination of a student's qualifications will be made solely by The University.

Preferred College Credit Plus Eligibility Requirements for 7th through 12th grade participants:

- UA Admissions Rule 3359-60-02..."Students whose admissions index score predicts a first-year college grade-point average of 2.5 or greater will be considered college ready. Those whose admissions index score predicts a first-year college grade-point average of less than 2.5 but greater than 2.0 will be considered emergent. Those whose admissions index score predicts a first-year college grade-point average of less than 2.0 will be considered preparatory. Students with an admissions index score that is slightly below the cut-off for college-ready status and documented extenuating circumstances may, at the discretion of the admissions office, be granted college-ready status. Students with an admissions index score that is slightly below the cut-off for emergent status and documented extenuating circumstances may, at the discretion of the admissions office, be granted emergent status."

    - All applicants must meet the College Readiness standards as outlined by the Ohio Department of Higher Education

    - **Preferred** 3.00 cumulative grade point average with 21 ACT composite (18 English) or 990 SAT total (math and critical reading combined score).

    - All students must submit an ACT/SAT for placement purposes.

    - All eligibility will be evaluated on a case by case basis

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.

FIRST	LAST	GRADE	ADDRESS	SSID	START DATE	EMIS	DISTRICT	D.C.
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	10/24/2017	100	44974	10

3/7/18
District of Attendance Superintendent Signature — Date

Stephanie Hegenbart 3-12-18
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

NEOLA of OHIO
TEMPLATES

UPDATE

VOLUME 36 NUMBER 2

January 2018

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 740-622-2557). Billing questions should be directed to the Stow Office at 3914 Clock Pointe Trail, Suite 103, Stow, Ohio 44224 (phone 330-926-0514, fax 330-926-0525).

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, and Kalail Co., L.P.A. for consistency with Federal and State law. Policies and guidelines in the Every Student Succeeds Act (ESSA) update have been reviewed by Brustein and Manasevit, PLLC for compliance with Federal law.

Reminders

- Ohio's minimum wage increased to $8.30 per hour, effective January 1, 2018, for non-tipped employees. For "employees" under the age of 16, the state minimum wage matches the federal minimum wage of $7.25 per hour. This rate is adjusted annually based on the U.S. Consumer Price Index.

- The Internal Revenue Service (IRS) issued Notice 2017-204 which provides the 2018 mileage rate at 54.5 cents per mile for business travel.

- The U.S. Department of Labor maintains regulatory authority over state and local government employers, including public school districts. Note that the following federal laws have poster requirements which apply to school districts (no federal or federally-assisted contracts or subcontracts):

    - The Employee Polygraph Protection Act (EPPA)
    - The Fair Labor Standards Act (FLSA) Minimum Wage Notification
    - The Family and Medical Leave Act (FMLA)
    - Uniformed Services Employment and Reemployment Rights Act (USERRA)
    - Occupational Safety and Health Act (Workplace Safety)
    - Whistleblower Protections

In addition, certain organizations may be required to display posters that can only be obtained from DOL's Office of Workers' Compensation Programs (OWCP). More information on these posters is available. Links to all federal employment posters are always available on the Poster Page as are answers to frequently asked questions. Note that school districts with federal or federally-assisted contracts or subcontracts may have additional requirements.

Legal Alert

Included with this update are legal alerts and a memo printed on green paper and a "sample" resolution for use regarding complimentary passes. These include:

1. Title IX Guidance Regarding Sexual Misconduct Complaints.
2. OTES/OPES.
3. Graduation Requirements.

BYLAWS AND POLICIES

Policy 4121- Criminal History Record Check (Revised)

Revisions are suggested to this policy in order to comply with recent changes in Department of Transportation (DOT) regulations and in Ohio Administrative Code (O.A.C.). For more details, see note on Policy 8600.04.

Revisions to this policy reflect current Federal and State regulations and should be adopted to maintain accurate policies.

Policy 4162 - Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety Sensitive Functions (Revised)

Revisions to this policy are based on current Federal regulations (49 CFR Part 40), effective January 2018. Key change specifies which substances must be tested.

Revisions to this policy reflect current Federal regulations and should be adopted to maintain accurate policies.

Policy 5111 – Eligibility of Resident/Nonresident Students (Revised)

Policy 5112 - Entrance Requirements (Revised)

Revisions to these policies reflect Federal regulations about enrollment procedures and requirements. Communication/notification requirements are detailed and alternate documents that can verify age and residency have been identified.

Revisions to these policies reflect current Federal and State regulations and should be adopted to maintain accurate policies.

Policy 8400 – School Safety (Revised)

Revisions are based on updates to Ohio Administrative Code (OAC) 3301-5-1, adding requirements to the Emergency Management Plan (EMP) and modifying some of the reporting requirements.

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

Policy 8600.04 - Bus Driver Certification (Revised)

R.C. 4506.01 defines what constitutes a "serious traffic violation" which disqualifies an individual from serving as a school bus or van driver. A recent change in the law adds to the definition any violation of a state law, county ordinance or township resolution that prohibits texting or using a handheld mobile telephone while driving a commercial vehicle. Policy 8600.04 and Administrative Guideline 4121 have been modified to incorporate this change. In addition, a drafting note has been added to clarify language in Policy 8600.04 which recommends that a district maintain a bus driver's semi-annual driver's check for ten (10) years. Under current law, a school district may not permit a person to operate a school bus if they have had a conviction of Operating a Vehicle While Under the Influence 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 was previously updated to include the extension of the look back period. Finally, additions were made to Policy 4121 and AG 4121 to specify disqualifying criminal offenses that apply only to bus and van drivers.

Revisions to this policy reflect current Federal and State laws and regulations and should be adopted to maintain accurate policies.

Policy 9141 – Business Advisory Council (Revised)

Revisions to this policy reflect the requirements of Am. Sub. H.B. 49 and the standards for operation developed by the Superintendent of Public Instruction, in consultation with the Governor's Executive Workforce Board.

This policy, as revised, provides authorization, options, and guidance for the District's Business Advisory Council.

ADMINISTRATIVE GUIDELINES

AG 2260.01A - Section 504/ADA Prohibition Against Discrimination Based on Disability, Including Procedures for the Identification, Evaluation, and Placement of Students Suspected of Having a Disability, and the Right to FAPE (Revised)

This Administrative Guideline has been revised to provide greater specificity concerning when and under what circumstances a medical assessment may be required for a Section 504 evaluation, and to address OCR's position that Section 504 Plans are not limited to "accommodations, modifications, and interventions," but may also include special education and related services.

AG 2260.01B - Section 504/ADA Parents' Procedural Rights, Including Due Process Hearing (Revised)

This Administrative Guideline has been revised to clarify that an evaluation has to occur before any significant change in placement, and to delineate other circumstances when parents need to be notified of their Section 504 rights.

AG 3421A/4421A – Important Notice of Employees' Right to Documentation of Health Coverage (DELETE)

These guidelines are no longer applicable, given the coverage of pre-existing conditions and other provisions of the Affordable Care Act (ACA)

AG 4121 - Criminal History Record Check (Revised)

Specific prohibition of texting/use of handheld electronic devices is included in this AG, along with specific offenses included in Ohio Administrative Code (OAC) 3301-83-23. Also, see notes on Policy 4121 and Policy 8600.04.

AG 5111 - Admission to the District (Revised)

See note on Policy 5111.

AG 9141 - Business Advisory Council (New)

See note on Policy 9141.

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.

SMITH PETERS KALAIL CO., L.P.A.
ATTORNEYS AT LAW

LEGAL ALERT

To: Neola Clients

From: Smith Peters Kalail Co., L.P.A.

Re: Federal Title IX Guidance Regarding Sexual Misconduct Complaints

Date: January, 2018

On September 22, 2017, the federal Department of Education (DOE) withdrew the Obama administration's Title IX guidance on campus sexual assault, specifically its April 2011 Dear Colleague Letter and April 2014 Q&A. On the same day, the DOE's Office for Civil Rights (OCR) issued a new "Q&A on Campus Sexual Misconduct" ("Q&A" or "interim guidance"),to offer guidance while the DOE engages in a lengthy, formal rulemaking process on the topic of schools' Title IX responsibilities concerning complaints of sexual misconduct (including sexual harassment and violence).

Until a formal rule is adopted, no change to relevant policies and procedures is required. However, the September 22nd Q&A, along with OCR's still-valid 2001 "Revised Sexual Harassment Guidance," provide information about how OCR will assess a school's Title IX compliance when faced with a student's report of sexual misconduct (whether it involves another student, staff member, or another person associated with the school district).

Schools should take note of several significant points from the interim guidance:

1. The preponderance of the evidence standard is no longer required; instead, schools may use the more stringent "clear and convincing evidence" standard for proving violations, so long as that standard is also employed in non-Title IX contexts.

2. The right to appeal findings or discipline may be limited to the person responding to the charge, as opposed to permitting both the respondent and the complainant to file an appeal.

3. An "equitable investigation" is required and necessarily includes written notice to the accused *in advance of* any interview that includes "sufficient details." Sufficient details include the identity of the parties involved, the specific code section violated, a description of the precise conduct alleged to constitute the violation, and the date and location of the incident. Further, the accused must be offered "sufficient time to prepare" before the interview.In fact, the Q&A states that "each party should receive written notice in advance of any interview or meeting with sufficient time to prepare for meaningful participation. Additionally, the reporting and responding parties must have timely and equal access to any information that will be used during informal or formal disciplinary meetings and hearings."

4. Broad confidentiality instructions, such as restricting the ability of either party to discuss the investigation (e.g., through "gag orders"), is "likely to deprive the parties of the ability to obtain and present evidence or otherwise to defend their interests and therefore is likely inequitable."

5. Every effort should be made not to deprive a student of his or her education. Interim measures that involve individualized services (such as counseling, extensions of time or other course-related adjustments, modifications of work or class schedules, campus escort services, restrictions on contact between the parties, leaves of absence, increased security, and monitoring of certain areas of campus) may be offered "as appropriate to either or both the reporting and responding parties involved in an alleged incident of sexual misconduct, prior to an investigation or while an investigation is pending," and may change over time as appropriate.

Currently, Neola is monitoring the federal rulemaking process, and may, if appropriate or necessary, update relevant policies and/or administrative guidelines once new rules are adopted. Currently, a student's claim of sexual misconduct may be addressed pursuant to Policy 5517, 5517.01 and/or 5517.02. Districts are advised to consult with legal counsel when faced with a student's report of sexual misconduct/violence to ensure a comprehensive, timely investigation is conducted in accordance with existing policies, administrative guidelines, and the interim guidance.

This legal alert is intended as general information and not legal advice. No attorney-client relationship exists. If legal advice is required, obtain the services of an attorney.

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Legal Alert

TO: NEOLA Ohio Clients

FROM: Ennis Britton

DATE: January 2018

RE: Two OTES Bills Will Likely Herald Changes to Educator Evaluations

Changes Adopted by the State Board of Education

In the fall of 2016, Ohio's Superintendent of Public Instruction tasked the Educator Standards Board ("ESB") with review of the Ohio Teacher Evaluation System ("OTES") with the goal to consider and recommend possible improvements. Various stakeholders met on four separate occasions and generated six recommendations, which were submitted to the State Board of Education. The State Board voted to formally adopt the recommendations in April 2017. However, many components of the six recommended changes require an act of the legislature to modify current law before they may be implemented. Two bills have recently been proposed to do just that.

Two Bills Introduced in the Senate

The long-awaited "education deregulation" bill, SB 216, was introduced on October 10, 2017, and assigned to the Senate Education Committee. The bill mandates many changes to a broad spectrum of school-related laws and regulations including teacher evaluations. The Senate Education Committee has held four hearings on SB 216 although still has not yet voted on the bill. Many school district and educational service center superintendents have provided testimony in support of the bill; however, many other stakeholders have voiced opposition to the bill as well. A number of changes will likely be made to the bill in the coming months.

More recently, on December 12, Senate Education Committee Chair Peggy Lehner introduced SB 240, which would also mandate a number of changes to OTES that are aligned with the six State Board recommendations.

SB 240 and SB 216 have many important similarities and also some key differences in their proposed modification to the evaluation statutes, specifically R.C. §§ 3319.111, 3319.112, and 3319.114.

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R.C. §3319.111

SB 216 and SB 240 propose the same modifications to R.C. §3319.111 but with one key difference. In SB 216, the deadline for a local board to adopt a modified OTES policy is July 1, 2018. SB 240 delays this deadline to July 1, 2019. For both bills, the changes adopted in policy would become operative at the expiration of the current collective bargaining agreement in effect on the effective date of either adopted bill.

The two bills also propose removal of student growth measures as a component of the OTES evaluation rating but require that "high quality" student performance measures be used as evidence in teacher evaluations. Both bills also tweak the requirements of professional growth plans for teachers on the "skilled" and "accomplished" off-year cycles. Finally, the bills delete the option in R.C. §3319.111 that permits an accomplished teacher to submit a project in order to reduce the number of formal observations in an evaluation year.

R.C. §3319.112

The proposed modifications in the two bills differ more significantly in R.C. § 3319.112. SB 216 removes the requirement to use value-added data and incorporates use of student assessment instruments into the evaluation system. SB 216 prohibits the use of shared attribution data in OTES as well. It also removes a section of the law that previously required the Ohio Department of Education ("ODE") to develop a list of student assessments that measure mastery of the course content for those grade levels where value-added data was not available.

SB 240 takes a different approach to the use of student measurement data. Thisbill specifically mandates that evaluations include at least two measures of "high quality" student data, to be defined by ODE. The data must incorporate the value-added progress dimension when applicable to the grade level or subject area taught by the teacher, as well as at least one other measure that demonstrates student learning. The bill further specifies that the data may be used as evidence in any of the following five domains:

- Knowledge of the students to whom the teacher provides instruction
- The teacher's use of differentiated instructional practices based on the needs or abilities of individual students
- Assessment of student learning

- The teacher's use of assessment data
- Professional responsibility and growth

SB 240 also prohibits the use of both shared attribution and student learning objectives as high-quality data, and maintains language that requires ODE to develop a list of student assessments that measure mastery of the course content for those grade levels where value-added data is not available.

The two bills do include a few similarities under this section of the law. Both bills require ODE to provide guidance to districts on how high-quality student data may be used as evidence in OTES evaluations. Both bills also require that ODE develop guidance on how information obtained from tools that were previously created for the alternative framework may be used as evidence in OTES. The alternative framework tools include student surveys, student portfolios, peer review evaluations, teacher self-evaluations, and other locally determined tools.

R.C. §3319.114

Both bills repeal the alternative framework, which is codified in R.C. 3319.114. However, both bills incorporate a change to R.C. 3319.112 that requires ODE to determine how a school district may use approved alternative framework tools as additional sources of evidence in evaluations as indicated above.

Changes on the Horizon Likely

Regardless of which bill passes – if either – it is likely that OTES will be modified by the legislature in the near future. The State Board has made clear its expectation and commitment to adopt changes to OTES to strengthen the system. Many of the changes proposed in SB 216 and SB 240 incorporate the recommendations adopted by the State Board of Education to accomplish this aim.

Principals Evaluation (OPES) and Policy 1530

It is also important to consider the impact that these changes will likely have on the Ohio Principal Evaluation System ("OPES"). State law requires OPES to be "comparable" to the teacher evaluation system. If and when the legislature adopts changes to OTES, the State Board is expected to modify the OPES framework accordingly. Until then, we are not making any changes to Policy 1530.

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Legal Alert

TO: NEOLA Ohio Clients

FROM: Ennis Britton

DATE: January 2018

RE: Graduation changes ongoing

Graduation legislative changes anticipated for Spring 2018 - policy changes postponed

In late 2016, Ohio's Superintendent of Public Instruction issued changes applicable only to the Class of 2018, establishing additional options for students in that class to demonstrate their eligibility for a diploma. These changes were in response to widespread concern about implementation of the new graduation requirements to that class.

On November 13, 2017, the State Board began discussing long-term changes to Ohio's high school graduation requirements, possibly extending the Class of 2018 options to the Class of 2019 and beyond. It is likely that the State Board will make a proposal to the Ohio Legislature regarding these changes this spring.

NEOLA has issued guidance concerning the graduation requirements applicable only to the Class of 2018 without changing the policy, since the requirements apply only to one class of graduation students.

Revisions to Policy 5460 have been prepared, but in light of the fact that additional state legislative and administrative rule changes are anticipated this spring, NEOLA has made the decision to avoid revision of the policy until the Summer 2018 Release. This allows NEOLA clients to graduate the Class of 2018 while Ohio's laws and rules on graduation beyond the Class of 2018 continue to be debated and revised. If you have questions about the policy or changing requirements, please contact your NEOLA representative.

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_____ SCHOOL DISTRICT

DISPOSITION OF NEW/REVISED/REPLACEMENT POLICIES FOR BOARD ADOPTION

VOLUME 36 NO. 2 – JANUARY 2018

* 1 = drafted by District staff
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Policy Number	Date Adopted	District-Specific Edits (*1, 2, or 3)	Date Tabled	Date Rejected
4121				
4162				
5111				
5112				
8400				
8600.04				
9141				
5611				
7440.01				

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Book	Policy Manual
Section	Ready for Production
Title	Copy of CRIMINAL HISTORY RECORD CHECK
Number	po4121
Status	
Adopted	November 19, 2007
Last Revised	December 12, 2016

4121 - **CRIMINAL HISTORY RECORD CHECK**

In accordance with State law, the Board of Education requires a criminal background check including information from the Bureau of Criminal Identification and Investigation (BCII) and the Federal Bureau of Investigation (FBI) of each applicant the Superintendent recommends for employment on the District's non-teaching staff as well as for all current non-teaching employees on a periodic basis. These requirements apply to any non-teaching employee, including individuals employed by a private company under contract with the Board to provide essential school services in accordance with Policy 8142, and all substitutes and persons employed on a part- time basis such as coaches or activity supervisors.

Specific rules relating to employees engaged in the operation of a vehicle for student transportation (bus/van drivers) and non-teaching employees who are also licensed by the Ohio Department of Education (e.g. aides with a permit, paraprofessionals with a license, and those individuals who do not hold a valid educator's license but who are employed by the Board under a student activity permit) shall be implemented as prescribed by law and applicable administrative code.

A criminal background check is not required of any currently-employed staff member who is a candidate for another position in the District, unless otherwise required by law and/or this policy.

The Superintendent shall establish administrative guidelines that require an appropriate records check that complies with the law.

Any information and records obtained from such inquiries are not public records and shall be kept confidential and not released or disseminated.

Should it be necessary to employ a person to maintain continuity of the District's operations, prior to receipt of the criminal history record, the Superintendent may, except in the case of a bus driver, employ the person on a provisional basis until the report is received.

Effect of Guilty Plea and/or Conviction of Enumerated Crimes – All Non-Teaching Employees

Non-teaching employees who are also licensed by the Ohio Department of Education (e.g., aides with a permit, paraprofessionals with a license, and those individuals who do not hold a valid educator's license but who are employed by the Board under a student activity permit) who engage in conduct unbecoming the teaching profession and/or who it is determined have pled guilty to or have been convicted of any offense enumerated under R.C. 3319.39(B)(1), including a judicial finding for intervention in lieu of conviction and/or participation in a pre-trial diversion program relating to any of the offenses listed therein, are subject to the mandatory reporting requirements set forth in Policy 8141, in addition to an action by the Board to terminate their employment. In addition, consistent with State law and Policy 4138, the Superintendent shall immediately suspend such licensed non-teaching employees from all duties that require the care, custody, or control of a child during any pending criminal action for which that licensed, non-teaching staff member has been arrested, summoned and/or indicted for any crimes set forth in R.C. 3319.31(C).

All other non-teaching employees who are the subject of a criminal records check including applicants hired provisionally in advance of a completed criminal records check, as well as student transportation employees (bus/van drivers, preschool and special needs bus aides), and/or individuals employed by a private company under contract with the Board to provide essential school services in accordance with Policy 8142, who it is determined have pled guilty to or been convicted of any offense enumerated under R.C. 3319.39(B)(1), including a judicial finding for intervention in lieu of conviction and/or participation in a pre-trial diversion program relating to any of the offenses listed therein, shall not be hired or shall be released from employment, as applicable, unless such individual meets the rehabilitation standards adopted by the Ohio Department of Education under division (E) of that section at the time of the hiring and/or upon discovery of such plea or conviction by the Board.

In the case of employees hired by the Board to operate a vehicle used for student transportation (i.e., bus/van drivers), a guilty plea or conviction of a crime to any offense listed in R.C. 3319.31(C) or A.C 3301-83-23(A)(6)(c) will serve as a bar to further employment with the Board and the rehabilitation standards will not apply.

Suspension From Duties Involving Care, Custody or Control of a Child for Arrest, Summons and/or Indictment for Certain Crimes

In accordance with R.C. 3319.40 and Policy 4138, the Superintendent or Treasurer in the case of an employee whose duties are assigned by the Treasurer shall immediately suspend any non-licensed, non-teaching employee from all duties that require the care, custody, or control of a child during any pending criminal action for which that staff member has been arrested, summoned and/or indicted for any crimes listed under R.C. 3319.39(B)(1), if the person does not hold a license, or R.C. 3319.39(B)(1) or R.C. 3319.31(C), if the person is a person whose duties are assigned by the Treasurer.

Revised 1/12/09
Revised 7/12/10
Revised 12/8/14
Revised 12/12/16

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Legal	R.C. 109.57, 109.572, 2950, 2953.32, 3319.39, 3301.541, 3319.291, 3319.31, 3319.311
	R.C. 3319.391, 3319.392, 3319.40, 3327.10
	A.C. 3301-83-06 (B)(10), 3301-83-06 (F)(2), 3301-83-06 (F)(5)
	A.C. 3301-83-10 (F), 3301-20-01, 3301-83-23, 4501-1-05

Last Modified by Andrew Hill on March 1, 2018

Book	Policy Manual
Section	Ready for Production
Title	Copy of DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS
Number	po4162
Status	Under consideration by the board of education
Adopted	November 19, 2007

4162 - **DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS AND OTHER EMPLOYEES WHO PERFORM SAFETY SENSITIVE FUNCTIONS**

The Board of Education believes that the safety of students while being transported to and from school or school activities is of utmost importance and is the primary responsibility of the driver of the school vehicle. To fulfill such a responsibility, each driver, as well as others who perform safety-sensitive functions with Board-owned and/or operated ("Board-owned") vehicles must be mentally and physically alert at all times while on duty. To that end, the Board has established this policy and others related to employees' health and well-being.

For purposes of this policy and the guidelines associated with the policy, the following definitions shall apply.

A. The term illegal drug means drugs and controlled substances, the possession or use of which is unlawful, pursuant to Federal, State, and local laws and regulations.

B. The term controlled substance includes any illegal drug and any drug that is being used illegally, such as a prescription drug that was not legally obtained or not used for its intended purposes or in its prescribed quantity. The term does not include any legally-obtained prescription drug used for its intended purpose in its prescribed quantity unless such use would impair the individual's ability to safely perform safety-sensitive functions.

C. The term controlled substance abuse includes excessive use of alcohol as well as prescribed drugs not being used for prescribed purposes, in a prescribed manner, or in the prescribed quantity.

D. The term safety-sensitive functions includes all tasks associated with the operation and maintenance of Board-owned vehicles. This term further includes any period in which an individual is actually performing, ready to perform, or immediately available to perform an safety-sensitive function.

E. The term CDL license holder means all regular and substitute bus drivers, other staff members who may drive students in Board-owned vehicles or inspect, repair, and maintain Board-owned vehicles.

F. The term while on duty means all time from the time the CDL license holder begins to work or is required to be in readiness for work until the time s/he is relieved from work and all responsibility for performing work.

The Board expects all CDL license holders to comply with Board Policy 4122.01 on Drug Free Schools which prohibits the possession, use, sale, or distribution of alcohol and any controlled substance on school property at all times. Further, the Board concurs with the Federal requirement that all CDL license holders should be free of any influence of alcohol or controlled substance while on duty.

The Board directs the Superintendent to establish a drug and alcohol testing program whereby each regular and substitute bus driver, as well as any other staff member who holds a CDL license, is tested for the presence of alcohol in his/her system as well as for the presence of the following controlled substances:

A. Marijuana

B. Cocaine

C. ~~Opiates~~ Opioids

D. Amphetamines

E. Phencyclidine (PCP)

The drug tests may be conducted in accordance with Federal and State regulations a.) prior to employment, (Controlled Substances Only), b.) for reasonable cause, c.) upon return to duty after any alcohol or drug rehabilitation, d.) after any accident, e.) on a random basis, and f.) on a follow-up basis.

Any staff member who tests positive shall be prohibited from performing or continuing to perform his/her safety-sensitive functions (e.g., driving any Board-owned vehicle) and be referred for assistance.

Furthermore, if during any test the lab determines that an adulterant has been added to the specimen, then:

A. the test will be considered positive and the employee shall be prohibited from driving any school vehicle and be referred for assistance.

B. the employee will be re-tested with an observed collection to prevent the addition of an adulterant to the specimen.

Any staff member who refuses to submit to a test shall be prohibited from performing or continuing to perform his/her safety-sensitive functions (e.g., driving any Board-owned vehicle).

Staff member who voluntarily disclose that they have an addiction to alcohol or controlled substances may participate in the Employee Assistance Program, and will qualify for the receipt of medical insurance benefits for treatment of alcohol or substance abuse, including follow-up care, to the extent that such benefits are provided for or offered in the Board's health insurance package. Voluntary disclosure of an alcohol or drug addiction by a staff member will not subject the staff member to disciplinary action unless such disclosure is made after the staff member is selected to be tested or immediately prior to the selection of staff members to be tested. Nothing herein shall prevent the Board from disciplining a staff member for misconduct associated with his/her alcohol and/or drug use regardless of whether the employee has disclosed that s/he has an alcohol or drug addiction.

A staff member will be subject to disciplinary action, up to and including termination, for any of the following reasons:

A. reports for duty or performs work while having an alcohol concentration of 0.02 or greater

B. reports for duty or performs work while testing positive for using a prohibited drug, or while being under the influence of a prohibited drug

C. refuses to submit to drug and/or alcohol testing

D. alters or attempts to alter or unduly influence alcohol and/or drug testing results

E. fails to remain readily available for post-accident testing (including notifying his/her supervisor of his/her location, if the staff member leaves the scene of the accident prior to the submission of a post-accident test, unless the staff member's departure is to obtain necessary emergency medical care)

Prior to the beginning of the testing program, the Board shall provide a drug-free awareness program which will inform each CDL license holder about:

A. the dangers of illegal drug use and controlled substance and alcohol abuse;

B. Board Policy 4122.01 - Drug-Free Workplace, Policy 4161 -Unrequested Leaves of Absence, Policy 4170 - Substance Abuse, and Policy 4170.01 - Employee Assistance Program;

C. the topics identified in AG 4162A

D. the sanctions that may be imposed for violations of Policy 4122.01.

All time spent undergoing an alcohol or controlled substance test, including travel time, will be paid at the staff member's regular rate of pay, or at his/her overtime rate, if applicable. Any staff member who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Board shall pay all costs associated with the administration of alcohol and controlled substance tests. This includes testing of the "split specimen" at a

Federally certified laboratory if so requested by a staff member. The Board will not pay for the employee's time while not on duty, if the split specimen test results are positive.

Alcohol and drug test results shall be protected as confidential medical records as appropriate under the Americans With Disabilities Act (i.e. test results shall be provided on a right to know basis – the employee, the employer, and the substance abuse professional – and the results shall not be presented until analyzed by a Medical Review Officer).

A tested individual, upon written request, will have access to any records relating to his/her use of drugs and alcohol, including any records pertaining to his/her drug and alcohol tests. A tested individual must provide written authorization before his/her test result can be provided to any other person except a government agency specified in the applicable Federal regulations.

All tests shall be conducted in accordance with Federal testing guidelines and be performed by a laboratory that is Federally certified (i.e. testing procedures and devices used will be as set forth in 49 C.F.R. Part 40).

The alcohol and drug testing program shall be under the direction of the Superintendent or designee.

The Superintendent shall arrange for the required amount of training for appropriate staff members in drug recognition, in the procedures for testing, and in the proper assistance of staff members who are subject to the effects of substance abuse.

The Superintendent shall submit, for Board approval, a contract with a certified laboratory to provide the following services:

A. testing of all first and second test urine samples

B. clear and consistent communication with the District's Medical Review Officer (MRO)

C. methodology and procedures for conducting random tests for controlled substances and alcohol

D. preparation and submission of all required reports to the District, the MRO, and to Federal and State governments

The Superintendent shall also select the agency or persons who will conduct the alcohol breathalizer tests, the District's MRO, and the drug collection site(s) in accordance with the requirements of the law.

Educational materials explaining the requirements of the Federal regulations and of the Board's policies and procedures to meet the Federal regulations shall be provided to all staff members, including the following:

A. the name of the person designated by the Board to answer questions about the materials

B. information sufficient to make clear to employees the period of the work day during which they are required to comply with the regulations

C. information concerning what conduct is prohibited

D. the circumstances under which employees are subject to testing

E. the procedures for testing in order to protect the employee and the integrity of the testing process, to safeguard the validity of the test results, and to confirm the results are attributed to the correct employee

F. the requirement that staff members must submit to testing as required by the regulations

G. an explanation of what constitutes a refusal to be tested and the attendant consequences

H. the consequences of testing positive, including the requirements of immediate removal from safety-sensitive functions, and the procedures regarding referral, evaluation, and treatment

I. the consequences for a test indicating an alcohol concentration greater than 0.02, and

J. information concerning the effects of alcohol and drug misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol problem (the employee's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected (including confrontation and how to refer someone to an Employee Assistance Program or to management)

These materials are to be distributed to each staff member upon being hired or transferred into a covered position thereafter. Each staff member must sign a statement certifying receipt of these materials. Each employee (and labor organization representing Board employees) shall receive written notice of the availability of this information, and the identity of the Board's designated representative in charge of answering employee questions about the materials.

Legal	49 C.F.R. 382.101 et seq., 34 C.F.R. Part 40

Last Modified by Andrew Hill on March 1, 2018

Book	Policy Manual
Section	Ready for Production
Title	Copy of ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS
Number	po5111
Status	
Adopted	November 19, 2007
Last Revised	April 10, 2017

5111 - **ELIGIBILITY OF RESIDENT/NONRESIDENT STUDENTS**

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

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

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

A. power of attorney designating the grandparent as the attorney-in-fact; or

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

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

A. the child ceases to reside with the grandparent(s);

B. the document is terminated by court order; or

C. either the child who is the subject of the document or the grandparent dies.

Additionally, the power of attorney terminates if it is revoked in writing by the person who created it and that person gives written notice of the revocation to the grandparent and the juvenile court with which the power of attorney was filed. Further, the caretaker authorization affidavit terminates if the parent, guardian, or custodian of the child acts to negate, reverse, or otherwise disapprove of an action or decision of the grandparent(s) who signed the affidavit with respect to the child, and the grandparent either voluntarily returns the child to the physical custody of the parent, guardian or custodian or fails to file a complaint to seek custody within fourteen (14) days after delivery of the written notice of negation, revocation or other disapproval. It is the responsibility of the grandparent(s) to notify the District within one (1) week of the termination of the power of attorney or caretaker authorization affidavit.

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

Nonresident Eligibility for Tuition-Free Education

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

A. A child whose parent has signed a contract to buy or build a house in this District and provides proper sworn statements shall be enrolled without payment of tuition for a period not to exceed ninety (90) days. The Superintendent is authorized to determine the number of days. The parent shall provide:

   1. a sworn statement explaining the situation, the location of the house being purchased or built, and stating the parent's intention to reside there upon its completion; and

   2. a statement from the builder that the house is being built for the parent and its location or a statement from a real estate broker or bank officer confirming that the parent has a contract to purchase, that the parent is waiting upon a closing date, and that the house is at the location identified in the parent's sworn statement.

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

B. Children under a shared-parenting plan establishing both parents as "residential parents" when the child is residing with the parent, if one (1) parent resides in the District. If a student resides in another school district but attends school in this District (where one (1) parent resides), it is the obligation of the parents to provide transportation for that student from the home of the nonresident parent. Where a court has vested legal custody with only one (1) parent, the child is entitled to attend school tuition-free only in the district in which the custodial parent resides.

C. A child under the age of eighteen (18) years of age who is married and resides in the District.

D. Students between the ages of eighteen (18) and twenty-two (22) who support themselves by their own labor, live apart from their parents, reside in the District, and have not successfully completed the District's high school program or their I.E.P.

E. Students who are considered by Federal law to be illegal aliens, children or youth in foster care, and/or homeless students who are required to be admitted by Federal law and in accordance with State guidelines.

F. A child with a medical condition that may require emergency medical attention providing a parent is employed in the District and submits the proper certification required by the Board, including a medical statement from the child's physician.

G. A child, living with a resident other than a parent and whose parent is in the armed services outside the State of Ohio, providing the child's parent submits the appropriate affidavit stating that the parent is in the armed forces outside the State of Ohio, intends to reside in the District upon return to the State, and provides the name and address of the person with whom the child will reside. The child may attend school in the District tuition-free for a period not to exceed twelve (12) months. If the parent does not intend to reside in the District, the child may attend school as a tuition student only.

H. A student who is living with a parent under the care of a shelter program for victims of domestic violence located in the District.

I. A nonresident child who has been or is currently being placed for adoption with a resident of this District, unless the adoption has been terminated or another district is required to educate the child.

J. Any student who enrolls in the District under the District's open enrollment policy.

Students Suspended or Expelled from Other District

After offering an opportunity for a hearing, the Superintendent, at his/her discretion, may deny admission to a student who has been suspended or expelled from another public school within or outside the State, for the period of unexpired time of the suspension or expulsion. If the expulsion is from an out-of-state public school, the lesser of the period of such expulsion or the period of expulsion which would have been applied had the student committed the offense in this District will be imposed. When the suspension or expulsion from the other district has expired, the student is to be admitted providing all other eligibility requirements

have been met. This provision also applies to a student who is the subject of power of attorney designating the child's grandparent as the attorney-in- fact or caretaker authorization affidavit executed by the child's grandparent.

Safe at Home/Address Confidentiality

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

Revised 5/11/09
Revised 10/14/13
Revised 4/10/17

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Legal	R.C. 111.41, 111.42,111.43, 111.46, 111.47, 111.99
	R.C. 3313.48, 3313.64, 3313.645, 3313.649, 3313.65, 3313.66, 3313.90, 3313.97
	R.C. 3313.98, 3317.08, 3317.081, 3321.01(B), 3321.03, 3323.141
	R.C. 3327.04, 3327.05, 3327.06, 2152.18, 5139.05, 3313.672, 3313.533
	A.C. 3301-42-01
	42 U.S.C. 11431 et seq.

Last Modified by Andrew Hill on March 1, 2018

Book	Policy Manual
Section	Ready for Production
Title	Copy of ENTRANCE REQUIREMENTS
Number	po5112
Status	
Adopted	November 19, 2007
Last Revised	April 11, 2016

5112 - **ENTRANCE REQUIREMENTS**

The Board of Education establishes the following entrance age requirements for students, which are consistent with statute and sound educational practice, and directs that all eligible students be treated in an equitable manner.

Preschool

A child is eligible for entrance into preschool if s/he attains the age of three (3) on or before their first day of attendance.

Kindergarten

A child is eligible for entrance into kindergarten if s/he attains the age of five (5) on or before September 30th of the year in which s/he applies for entrance. The Board may admit a younger child to kindergarten if the child satisfies the Board's early entrance criteria. A child under age six (6) who is enrolled in kindergarten will be considered of compulsory school age.

The Board will admit to kindergarten any child who has not attained the entrance age requirement of this District, but who was properly enrolled in a public or chartered nonpublic school kindergarten before transferring to the District.

First Grade

A child is eligible for entrance into first grade if s/he attains the age of six (6) on or before September 30th of the year in which s/he applies for entrance ~~and has completed the kindergarten program of this District or an equivalent program elsewhere and has been recommended by the teacher for advancement to the first grade.~~ Any student who has successfully completed kindergarten in accordance with R.C. 3321.01(B) shall be admitted to first grade. The Board may admit to first grade a younger child ~~who has successfully completed kindergarten~~ if the child satisfies the Board's early entrance criteria.

Required Documents

The Superintendent shall require that each child who registers for entrance to school provide:

A. his/her birth certificate or similar documentation authorized by law as proof of age and birthdate; Acceptable forms of documentation include: foreign birth certificate; religious, hospital, or physician's certificate showing date of birth; entry in a family bible; baptismal record; adoption record; affidavit from a parent; previously verified school records; or other documents permitted by law.
B. a certified copy of any custody order or decree together with any modification in such an order or decree.

If such documents are not provided, the child may be admitted under the Superintendent's guidelines. Appropriate law enforcement authorities shall be notified in the event that required documents are not provided in accordance with the provisions of R.C. 3313.672. However, a child who is placed in a foster home or residential facility (i.e., a group home for children, children's crisis care facility, children's residential center, residential parenting facility that provides twenty-four (24) hour child care, county children's home, or district children's home) will not be denied admission solely because the child does not present a birth certificate, comparable certification, or other comparable document upon registration. Such protected child will be admitted under temporary enrollment for a period of up to ninety (90) days to present the required documentation. The protected child and/or the child's parent, guardian, or custodian will be so informed at the time of the child's initial admission.

Each child entering the District's kindergarten or first grade program for the first time must be properly screened for any medical or health problems as well as those related to hearing, vision, speech and communications. The cost for such screening shall be paid by the parents.

Any parent may provide the District with a written statement indicating that s/he does not wish to have his/her child screened.

Early Entrance Criteria

The District provides early admission to kindergarten and first grade for qualified students. Copies of the referral forms for evaluation for early entrance to kindergarten or first grade will be available in each school building. Any student residing in the District may be referred by an educator employed by the District, a preschool educator who knows the child, the child's parent or guardian, or a pediatrician or psychologist who knows the child. The referral shall be made to the principal of the school for evaluation for possible early admission.

Before a student is evaluated for early entrance, the principal (or his/her designee) of the school to which the child may be admitted shall obtain written permission from the child's parent/guardian.

Evaluations related to referrals submitted to the school principal between August 15th and April 15th, will ordinarily be completed and a written report issued within forty-five (45) calendar days of submission of the referral to the school principal. Evaluations related to referrals submitted to the school principal between April 16th and August 14th will ordinarily be completed and a written report issued within forty-five (45) days of the start of the school year.

Children referred for early entrance will be evaluated in a prompt manner. The principal of the school to which the child may be admitted shall convene an acceleration evaluation committee to determine whether early entrance is appropriate for that child. The acceleration evaluation committee shall include the following:

A. a parent/legal guardian or a representative designated by the parent/guardian

B. a gifted education coordinator or gifted education specialist, or, if neither is available, a school psychologist or a guidance counselor with expertise in the appropriate use of academic acceleration

C. the principal or assistant principal of the school to which the child may be admitted

D. a teacher at the grade level to which the student may be admitted

The acceleration evaluation committee shall be responsible for conducting a fair and thorough evaluation of the student. The acceleration evaluation committee will also consider the student's own thoughts on possible accelerated placement in its deliberations.

Children considered for early entrance shall be evaluated using an acceleration assessment process approved by the Ohio Department of Education.

The parent/guardian will be provided with a written summary of the outcome of the evaluation process. This notification shall include instructions for appealing the outcome of the evaluation process.

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

If a child is recommended for early entrance, the acceleration evaluation committee will develop a written acceleration plan for that child. The plan will specify:

A. placement of the child in the accelerated setting;

B. strategies to support successful early entrance; and

C. an appropriate transition period for accelerated students.

A school staff member will be assigned to oversee the implementation of the acceleration plan and to monitor the child's adjustment to the early entrance.

At any time during the transition period, a parent/guardian of the child may request in writing that the child be withdrawn from the accelerated placement. In such cases, the principal shall remove the child without repercussions.

Also, at any time during the transition period, a parent/guardian may request in writing an alternative accelerated placement. In such cases, the principal shall direct the acceleration evaluation committee to consider other placement options and to issue a decision within thirty (30) calendar days of receiving the request. If the student will be placed in a different setting from that initially recommended, the acceleration plan shall be revised accordingly, and a new transition period shall be specified.

At the end of the transition period, the accelerated placement shall become permanent. The child's records shall be modified accordingly, and the acceleration plan shall become part of the student's permanent record to facilitate continuous progress through the curriculum.

Revised 10/14/13
Revised 4/11/16

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Legal	R.C. 3313.64, 3313.641, 3313.672, 3313.673, 3321.01 et seq., 3321.05, 3323.01 R.C. 3324.10

Last Modified by Andrew Hill on March 1, 2018

Book	Policy Manual
Section	Ready for Production
Title	Copy of DUE PROCESS RIGHTS
Number	po5611
Status	
Adopted	November 19, 2007
Last Revised	May 11, 2009

5611 - DUE PROCESS RIGHTS

The Board of Education recognizes that students waive certain constitutional rights, regarding their education.

Accordingly, the Board establishes the following procedures:

A. **Student subject to suspension:**

When a student is being considered for an out-of-school suspension by the Superintendent, principal, or other administrator:

1. The student will be informed in writing of the potential suspension and the reasons for the proposed action.
2. The student will be provided an opportunity for an informal hearing to challenge the reason for the intended suspension and to explain his/her actions.
3. An attempt will be made to notify parents or guardians by telephone if a suspension is issued.
4. Within one (1) school day of the suspension the Superintendent, principal, or other administrator will notify the parents, guardians, or custodians of the student and the Treasurer of the Board. The notice will include the reasons for the suspension and the right of the student, parent, guardian, or custodian to appeal to the Board or its designee; the right to be represented at the appeal; and the right to request the hearing be held in executive session if before the Board. The notice shall also specify that if the student, parent, guardian, or custodian intends to appeal the suspension to the Board or its designee, such notice of appeal shall be filed, in writing, with the Treasurer of the Board or the Superintendent within five (5) calendar days after the date of the notice to suspend. If the offense is one for which the District may seek permanent exclusion, then the notice will contain that information.
5. Notice of this suspension will also be sent to the:
    a. Superintendent;
    b. Board Treasurer;
    c. student's school record ~~(not for inclusion in the permanent record)~~.
6. If a student leaves school property without permission immediately upon violation (or suspected violation) of a provision of the Student Code of Conduct/Student Discipline Code or prior to an administrator conducting an informal hearing as specified above, and the student fails to return to school on the following school day, the principal, assistant principal, Superintendent, or any other administrator, may send the student and his/her parent(s)/guardian(s) notice of the suspension, and offer to provide the student and/or his/her parents an informal hearing upon request to discuss the reasons for the suspension and to allow the student to challenge the reasons and to explain his/her actions, any time prior to the end of the suspension period.

Appeal of Suspension to the Board or its designee

The student who is eighteen (18) or older or the student's parent(s) or guardian(s) may appeal the suspension to the Board or its designee. They may be represented in all such appeal proceedings.

A verbatim record will be kept of the hearing which may be held in executive session at the request of the student, parent, or guardian, if held before the Board.

The procedure to pursue such appeal will be provided in regulations approved by the Superintendent. Notice of appeal must be filed, in writing, with the Treasurer or the Superintendent within five (5) calendar days after the date of the notice to suspend.

Appeal to the Court

Under Ohio law, appeal of the Board's or its designee's decision may be made to the Court of Common Pleas.

B. **Students subject to expulsion:**

When a student is being considered for expulsion by the Superintendent:

1. The Superintendent will give the student and parent, guardian, or custodian written notice of the intended expulsion, including reasons for the intended expulsion.

2. The student and parent or representative have the opportunity to appear before the Superintendent or designee to challenge the proposed action or to otherwise explain the student's actions. The written notice will state the time and place to appear, which must not be earlier than three (3) school days nor later than five (5) school days after the notice is given, unless the Superintendent grants an extension upon request of the student or parent.

3. Prior to the ending date of the suspension, the Superintendent will notify the parents, guardians, or custodians of the student and Treasurer of the Board. The notice will include the reasons for the expulsion and the right of the student, parent, guardian, or custodian to appeal to the Board or its designee; the right to be represented at the appeal; and the right to request the hearing be held in executive session if before the Board. The notice shall also specify that if the student, parent, guardian, or custodian intends to appeal the expulsion to the Board or its designee, such notice of appeal shall be filed, in writing, with the Treasurer of the Board or the Superintendent within fourteen (14) calendar days after the date of the notice of expulsion. If the offense is one for which the District may seek permanent exclusion, then the notice will contain that information.

Appeal of Expulsion to the Board

A student who is eighteen (18) or older or a student's parent(s) or guardian(s) may appeal the expulsion by the Superintendent to the Board or its designee. They may be represented in all such appeal proceedings and will be granted a hearing before the Board or its designee.

A verbatim record will be kept of the hearing which may be held in executive session at the request of the student, parent, or guardian.

The procedure to pursue such appeal will be in accordance with regulations approved by the Superintendent. Notice of appeal must be filed, in writing, within fourteen (14) calendar days after the date of the Superintendent's decision to expel with the Treasurer of the Board or the Superintendent.

While a hearing before the Board may occur in executive session, the Board must act in public.

Appeal to the Court

Under State law, the decision of the Board may be further appealed to the Court of Common Pleas.

C. **Students subject to emergency removal:**

Students whose conduct warrants emergency removal shall be dealt with in accordance with the rights and procedures outlined in Policy 5610.03 – Emergency Removal.

D. **Students subject to permanent exclusion:**

Students whose conduct is that for which permanent exclusion is warranted shall be dealt with in accordance with the rights and procedures outlined in Policy 5610.01 – Permanent Exclusion of Nondisabled Students.

E. **Students subject to suspension from bus riding/transportation privileges:**

Students whose conduct warrants suspension from bus riding and/or transportation services shall be dealt with in accordance with the rights and procedures outlined in Policy 5610.04 - Suspension of Bus Riding/Transportation Privileges.

The Superintendent shall ensure that all members of the staff use the above procedures when dealing with students. In addition, this statement of due process rights is to be placed in all student handbooks in a manner that will facilitate understanding by students and their parents.

These procedures shall not apply to in-school disciplinary alternatives including in-school suspensions. An in-school suspension is one served entirely within a school setting. Nor shall these disciplinary alternative procedures apply to students who are prohibited by authorized school personnel from all or part of their participation in co-curricular, interscholastic, and/or noninterscholastic extra-curricular activities.

Legal R.C. 3313.20, 3313.66, 3313.661

Last Modified by Andrew Hill on March 1, 2018

Book	Policy Manual
Section	Ready for Production
Title	Copy of VIDEO SURVEILLANCE AND ELECTRONIC MONITORING
Number	po7440.01
Status	
Adopted	July 14, 2009

7440.01 - **VIDEO SURVEILLANCE AND ELECTRONIC MONITORING**

The Board of Education authorizes the use of video surveillance and electronic monitoring equipment, as defined in Administrative Guideline 7440.01, at various school sites throughout the District and on school buses. The video surveillance/electronic monitoring equipment shall be used to protect Board property and assets from theft and vandalism, through deterrence and video documentation. The system is not designed nor intended to protect individuals from being victims of violent or property crimes, nor to detect other potentially illegal and undesirable activities that may occur, although information may be used as evidence in such cases.

The monitoring of actions and behavior of individuals who come onto school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school and student property. Video surveillance/electronic monitoring systems serve to complement other means being employed in the District to promote and foster a safe and secure teaching and learning environment for students and staff. The Board recognizes that the use of a video surveillance/electronic monitoring system does not replace the need for the ongoing vigilance of the school staff assigned by the building principal to monitor and supervise the school building. Rather, the video surveillance/electronic monitoring system serves as an appropriate and useful tool with which to augment or support the in-person supervision provided by staff. The building principal is responsible for verifying that due diligence is observed in maintaining general campus security.

The Superintendent is responsible for determining where to install and operate fixed-location video surveillance/electronic monitoring equipment in the District. The determination of where and when to use video surveillance/electronic monitoring equipment will be made in a nondiscriminatory manner. Video surveillance/electronic monitoring equipment may be placed in common areas in school buildings (e.g., school hallways, entryways, the front office where students, employees and visitors are permitted to freely come and go, gymnasiums, cafeterias, libraries), the school parking lots and other outside areas, and in school buses. Except in extraordinary circumstances and with the written authorization of the Superintendent, video surveillance/electronic monitoring equipment shall not be used in areas where person have a reasonable expectation of privacy (e.g., restrooms, locker rooms, changing areas, private offices (unless there is express consent given by the office occupant), or conference/meeting rooms), or in individual classrooms during instructional times. Security staff and administrators are authorized to carry and use portable video cameras when responding to incidents.

Any person who takes action to block, move, or alter the location and/or viewing angle of a video camera shall be subject to disciplinary action.

Legible and visible signs shall be placed at the main entrance to buildings and in the areas where video surveillance/electronic monitoring equipment is in use to notify people that their actions/behavior are being monitored/recorded. Additionally, the Superintendent is directed to annually notify parents and students via school newsletters and the Student Handbook, and staff via the Staff Handbook, of the use of video surveillance/electronic monitoring systems in their schools.

Any information obtained from video surveillance/electronic monitoring systems may only be used to support the orderly operation of the School District's schools and facilities, and for law enforcement purposes, and not for any other purposes. As such, recordings obtained through the use of video surveillance/electronic monitoring equipment may be used as evidence in any disciplinary proceedings, administrative proceeding or criminal proceeding, subject to Board policy and regulations. Further, such recordings may become a part of a student's education record or staff member's personnel file.

~~Ordinarily video surveillance/electronic monitoring equipment will not be used to make an audio recording of conversation occurring on school grounds or property.~~

The Board will not use video surveillance/electronic monitoring equipment to obtain information for the purpose of routine staff appraisal/evaluation or monitoring.

Recordings of students will be treated as confidential. Consequently, because the Board is bound by Ohio's Student Records Statute and the Family Educational Rights and Privacy Act (FERPA), copies of video recordings containing personal identifiable information about students shall not be released except to school officials with legitimate educational interests. Parents or guardians of minor students, and students who are eighteen (18) years of age or older, who are charged with disciplinary violations may view relevant portions of any video recording related to the charge, upon written request to the building principal, provided that viewing the recording does not violate State and/or Federal law (i.e., the privacy rights of any other students whose images appear on the recording).

Likewise, school personnel may view relevant portions of any video relating to any disciplinary charge against them, upon written request to the building principal, provided that viewing the recording does not violate State and/or Federal law (i.e., the privacy rights of any students whose images appear on the recordings). Otherwise, such confidential recordings shall only be released through subpoena or court order.

The Board shall maintain video surveillance/electronic monitoring recordings for a limited period. If, however, action is taken by the Board/administration, as a result of a formal complaint or incident, recordings shall be kept for a minimum of one (1) year from the date of the action taken. Recordings may also be kept beyond the normal retention period if they are going to be utilized for training purposes.

This policy does not address or cover instances where school officials record a specific event (e.g., a ply, music performance, athletic contest, graduation, or Board meeting), or an isolated instance where a classroom is videotaped for educational or research purposes. Authorized videotaping for educational, instructional and/or research purposes is permitted and is not addressed by this policy.

The Superintendent is directed to develop administrative guidelines to address the use of video surveillance/electronic monitoring equipment in school buildings, school buses and on property owned and/or operated by the Board.

Video surveillance is to be implemented in accordance with this policy and the related guidelines. The Board will not accept or tolerate the improper use of video surveillance/electronic monitoring equipment and will take appropriate action in any cases of wrongful use of this policy.

Legal FERPA 20 U.S.C. 1232g

34 C.F.R. 99.1-99.67

Title I of the Electronic Communication Privacy Act of 1986

18 U.S.C. 2510-2521

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Book	Policy Manual
Section	Ready for Production
Title	Rev. 36, No. 2 - January 2018 Revised SCHOOL SAFETY
Number	po8400
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Adopted	November 19, 2007
Last Revised	May 11, 2015

8400 - **SCHOOL SAFETY**

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

Emergency Management Plan ("EMP")

~~To that end, the Superintendent shall develop and adopt a comprehensive Emergency Management Plan ("EMP") for each building under his/her control. In developing the EMP for each building, the Superintendent shall involve community law enforcement and safety officials, parents of students who are assigned to the building, and teachers and nonteaching employees assigned to the building.~~

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

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

~~Each EMP will include:~~Each EMP will consist of four (4) parts:

A. ~~protocols for addressing serious threats and emergency events that affect the safety of school property, students, employees, or administrators;~~A single document to address all hazards that may negatively impact the school; including but not limited to active shooter, hostage, bomb threat, act of terrorism, bullying, and any other natural or manmade events that the Superintendent knew or should have reasonably known about that compromise the health or safety of students, employees, administrators, or property. The document will include:

~~These protocols will include appropriate procedures for responding to these threats and emergencies, such as notifying law enforcement, contacting specified emergency response personnel, and alerting parents of affected students.~~

1. a hazard identification and risk analysis (i.e., a process to identify hazards and assess the vulnerability associated with each);

2. an all-hazards emergency operations plan organized around five (5) mission areas: prevention, protection, mitigation, response, and recovery. The plan shall be compliant with the "National Incident Management System" (NIMS);

3. the access and functional needs of the students, teachers, and staff;

4. education for students, staff, and administrators to avoid, deter, or stop an imminent crime or safety issue, threatened or actual;

5. procedures for notifying law enforcement, fire, EMS, emergency management, mental health, and other outside experts who could assist in responding to and recovering from an emergency;.

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

6. (X) the use of temporary door locking devices as permitted by law.

B. ~~a~~ A floor plan unique to each floor of the building.~~;~~

C. ~~a~~ A site plan that includes all building property and surrounding property.~~; and~~

D. ~~an~~ An emergency contact information sheet.

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

A. each law enforcement agency that has jurisdiction over the school building; and

B. upon request, the local fire department, emergency medical service organization, and county emergency management agency serving the area in which the building is located.

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

The EMP is not a public record.

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

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

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

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

~~Students will not participate in the emergency management test.~~

[X] [OPTION #2]

Students may participate in the emergency management test at the discretion of the Principal. In deciding whether, and to what extent, to involve students in an emergency management test, the Principal should consider what benefit student inclusion in the emergency management test may have on the student population's preparation for an emergency and to enhance the safety of students in the building. The Principal shall also consider age-appropriate participation, guidance, and training in preparation for students' participation in the test.

[END OF OPTIONS]

~~**[DRAFTING NOTE: If OPTION #2 is selected, it is strongly advised that the District select the following optional language, which is only listed as an "option" because A.C. 3301-5-01 does not make it mandatory – however, it does state schools "should" obtain parental consent if students are going to participate in the emergency management test.]**~~

~~[ ] Parental consent is required prior to student participation in the emergency management test.~~

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

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

A. ~~each law enforcement agency that has jurisdiction over the school building~~

B. ~~upon request, the local fire department, emergency medical service organization, and county emergency management agency serving the area in which the building is located~~

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

~~The EMP is not a public record.~~

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

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

~~[OPTION]~~

~~[ ] Threat Assessment~~

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

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

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

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

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

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

A. ~~identifying team participants by position and role;~~

B. ~~requiring team participants to undergo appropriate training;~~

C. ~~defining the nature and extent of behavior or communication that would trigger a threat assessment and/or action pursuant to a threat assessment;~~

D. ~~defining the types of information that may be gathered during the assessment;~~

E. ~~stating when and how parents/guardians of the student making the threat shall be notified and involved;~~

F. ~~designating the individuals (by position) who are responsible for gathering and investigating information;~~

G. ~~identifying the steps and procedures to be followed from initiation to conclusion of the threat assessment inquiry or investigation.~~

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

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

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

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

~~[END OF OPTION]~~

Safe and Drug Free Schools

As a part of the EMP, the Board shall verify that it has procedures in place for keeping schools safe and drug-free that include (see also, Form 8330 F15 entitled Checklist of Policies and Guidelines Addressing No Child Left Behind Act of 2001):

A. appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students;

B. security procedures at school and while students are on the way to and from school;

C. prevention activities that are designed to maintain safe, disciplined and drug-free environments;

D. a code of conduct or policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:

1. allows a teacher to communicate effectively to all students in the class;

2. allows all students in the class the opportunity to learn;

3. has consequences that are fair, and developmentally appropriate;

4. considers the student and the circumstances of the situation; and

5. is enforced accordingly.

Persistently Dangerous Schools

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

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

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

(X) convene a meeting of the building administrator, representative(s) of the local law enforcement **~~( ) agency~~ (X) agencies**, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be

implemented in an effort to reduce the number of these incidents in the subsequent year.

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

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

In addition, the Superintendent shall

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

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

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

Victims of Violent Crime

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

R.C. 3313.536
A.C. 3301-5-01
Title IX, Section 9532 of the No Child Left Behind Act of 2001
20 U.S.C. 6301 et seq.
Public Law 107-110

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Legal

R.C. 3313.536

A.C. 3301-5-01

Title IX, Section 9532 of the No Child Left Behind Act of 2001

20 U.S.C. 6301 et seq.

Public Law 107-110

Last Modified by Andrew Hill on March 1, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 36, No. 2 - January 2018 Revised BUS DRIVER CERTIFICATION
Number	po8600.04
Status	
Adopted	November 19, 2007
Last Revised	November 20, 2017

8600.04 - **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 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 (II) ~~(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 while operating a commercial motor vehicle of a law of the state, any municipal ordinance, any county or township resolution, or any substantially similar law of another state or political subdivision of another state which prohibits texting while driving or using a handheld mobile device (except when a person is texting or using a mobile

device to contact law enforcement or other emergency services);

8. 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 twelve (12) months (as evidenced by a conviction, video, or report by a railroad official)~~year (i.e., twelve (12) month period)~~;

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

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

The records obtained from the annual records check will be maintained for a minimum of ten (10) years. **[Drafting note: It is recommended that a District maintain the annual records check for ten (10) years because a conviction of Operating a Vehicle While Under the Influence has a ten year look back period.]**

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).~~

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 criminal background check report shall be obtained for each school bus driver every six (6) years with driver re-certification. Each six (6) year criminal records check request shall be made to the Superintendent of the Bureau of Criminal Identification and investigation and include both a BCII and FBI report unless both of the following conditions apply so that only records of the FBI are required:

A. a BCII report was obtained at the time of hire; and

B. the employee presents proof that he/she has been a resident of this state for the five-year period immediately prior to the date the recertification is requested.

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). Any driver who has been convicted of or pleaded guilty to any disqualifying offense shall not be hired or shall be released from employment (X) unless the person meets the rehabilitation standards prescribed for non-licensed school employees.

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 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.

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Legal 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

Last Modified by Andrew Hill on March 1, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 36, No. 2 - January 2018 Revised BUSINESS ADVISORY COUNCIL
Number	po9141
Status	
Adopted	November 9, 2007
Last Revised	November 20, 2017

9141 - **BUSINESS ADVISORY COUNCIL**

The Board of Education recognizesthe 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 _____ 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~~

~~( ) governmental agencies~~

~~shall be invited to join the Council.~~

~~[ ] A member of the Board~~

~~[ ] 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:~~

A. ~~( ) are considered relevant by employers;~~

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

C. ~~( ) are transferable from one work situation to another.~~

D. ~~( ) _____~~

~~[ ] [OPTION]~~

~~The Board of Education has entered into an agreement with the _____ Educational Service Center so that the ESC's business advisory council will represent the businesses of the District. Regular updates from the council shall be reviewed by the Board.~~

~~[END OF OPTION]~~

The Council shall further provide recommendations to the Board delineating employment skills and developing curriculum to instill these skills, ~~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~~ providing suggestions for developing a working relationship among businesses, labor organizations, and educational personnel in the District.

The Council shall operate in accordance with the standards established by the Superintendent of Public Instruction, in consultation with the Governor's Executive Workforce Board. 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 revised and updated annually. ~~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 plan shall be filed with the Ohio Department of Education each year. The Council and the Board will issue a joint statement describing how the Board and the Council have fulfilled their responsibilities in accordance with policy and State law by March 1st each year.

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Legal R.C. 3313.82, 3313.821, 3313.822

Last Modified by Andrew Hill on March 1, 2018

_____ SCHOOL DISTRICT

DISPOSITION OF NEW/REVISED/REPLACEMENT GUIDELINES FOR APPROVAL

VOLUME 36 NO. 2 – JANUARY 2018

* 1 = drafted by District staff
* 2 = if the material was a work for hire, that is, material the District paid someone else to develop but from whom the District purchased the rights to publish
* 3 = if the material is copyrighted to someone else from whom the District has secured permission to publish the material

Guideline Number	Date Approved	District-Specific Edits (*1, 2, or 3)	Date Rejected
2260.01A			
2260.01B			
3421A **(DELETE)**			
4121			
4421A **(DELETE)**			
5111			
9141			
7440.01			

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Vol. 36, No. 2 - January 2018 Revised SECTION 504/ADA PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY, INCLUDING PROCEDURES FOR THE IDENTIFICATION, EVALUATION, AND PLACEMENT OF STUDENTS SUSPECTED OF HAVING A DISABILITY, AND THE RIGHT TO FAPE
Number	ag2260.01A
Status	

2260.01A - **SECTION 504/ADA PROHIBITION AGAINST DISCRIMINATION BASED ON DISABILITY, INCLUDING PROCEDURES FOR THE IDENTIFICATION, EVALUATION, AND PLACEMENT OF STUDENTS SUSPECTED OF HAVING A DISABILITY, AND THE RIGHT TO FAPE**

The Superintendent establishes these administrative guidelines for the identification, evaluation, and educational programming and placement of students with disabilities who qualify under Section 504/ADA. These guidelines, along with AG 2260.01B, further fulfill the Board's directive to adopt a system of procedural safeguards that includes the right to have a due process hearing.Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504") prohibit discrimination against qualified persons with a disability in any program or activity receiving Federal financial assistance. ~~No discrimination against any qualified person with a disability will be knowingly permitted in any of the programs, activities, and/or practices in the District.~~The Board will not knowingly permit discrimination against any qualified person with a disability in any of the District's programs, activities, policies, and/or practices.

Building Principals shall serve as Building Section 504/ADA Compliance Officers (Building Compliance Officers).

A person with a disability is anyone who:

A. **has** a physical or mental impairment that substantially limits one (1) or more major life activities;

B. **has a record of** (i.e., has a history of, or has been misclassified as having) a physical or mental impairment that substantially limits one (1) or more major life activities; or

C. **is regarded as having** a physical or mental impairment that substantially limits one (1) or more major life activities (i.e., has a physical or mental impairment that does not substantially limit major life activities but is treated by the District as constituting such a limitation, or has a physical or mental impairment that substantially limits major life activities only as a result of the attitude of others toward such impairment, or has none of the physical or mental impairments recognized by Section 504 but is treated as having such an impairment).

Major life activities include, but are not limited to, functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.

Physical or mental impairment means:

A. any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one (1) or more of the following body systems:

1. neurological;

2. musculoskeletal;

3. special sense organs;

4. respiratory, including speech organs;
5. cardiovascular;
6. reproductive;
7. digestive;
8. genito-urinary;
9. hemic and lymphatic;
10. skin;
11. endocrine.

B. any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

~~Physical or mental impairments that are episodic in nature or in remission may constitute a disability for the purposes of Section 504/ADA if the impairment would substantially limit a major life activity when active, such as asthma, allergies, or cancer.~~

A physical or mental impairment that is episodic in nature or in remission is a disability for the purposes of Section 504/ADA if the impairment substantially limits a major life activity when active (e.g., asthma, allergies, or cancer).

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aids and cochlear implants or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, assistive technology, reasonable accommodations or auxiliary aids or services, or learned behavioral or adaptive neurological modifications.

Individual with a disability does not include the following (i.e., Section 504 specifically **excludes**):

A. individuals who are currently engaging in the illegal use of drugs, when the District acts on the basis of such use

B. an individual on the basis of homosexuality or bisexuality

C. an individual on the basis of:

1. transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairment, or other sexual behavior disorders;
2. compulsive gambling, kleptomania, or pyromania; or
3. psychoactive substance use disorders resulting from current illegal use of drugs.

Individual with a disability includes an individual who:

A. has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs, or has otherwise been rehabilitated successfully and is no longer engaging in such use;

B. is participating in a supervised rehabilitation program and is no longer engaging in such use; or

C. is erroneously regarded as engaging in the illegal use of drugs, but is not engaging in such use.

Notwithstanding the preceding, for purposes of programs and activities providing educational services, the District may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student who is an individual with a disability and who currently is engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against students who are not individuals with disabilities.

The District will not discriminate against otherwise qualified students with disabilities (i.e., students who otherwise meet eligibility criteria - e.g., age - for participation in the educational program and/or activities) in the provision of its educational programs and activities. The District further will provide a free appropriate public education to qualified students with disabilities (i.e., students who have a physical or mental impairment that substantially limits one (1) or more major life activities). Said education shall entail the provision of regular or special education and related aides and services that are designed to meet the individual educational

needs of students with disabilities as adequately as the needs of non-disabled students are met. This includes providing academic and non-academic services to students with disabilities in the same setting as their non-disabled peers to the maximum extent appropriate. In addition to its provision of educational services, the Board will not discriminate against otherwise qualified students with disabilities in its provision of non-educational academic and extra-curricular services and activities such as counseling services, physical recreational athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the District, referrals to agencies that provide assistance to persons with disabilities, and employment of students, and will provide students with disabilities an equal opportunity to participate in such services and activities. Qualified students with disabilities will be afforded accommodations/modifications/interventions to the District's non-academic and extra-curricular services and activities, unless such accommodations/modifications/interventions would impose an undue financial burden, or would alter the fundamental nature or purpose of the service or activity. A determination that a particular accommodation/modification/intervention would constitute an undue burden must be made by the Superintendent or his/her designee after considering all resources available for use in the funding and operation of the service or activity, and must be accompanied by written statement of the reasons for reaching that conclusion. In the event the Superintendent or his/her designee determines that an undue burden would result, the District will take any other action that would not result in such burden but would still allow, to the maximum extent possible, individuals with disabilities to receive the benefits of the District's non-academic and extra-curricular services and activities on an equal basis as individuals without disabilities.

If a parent disagrees with a determination made by the District's professional staff concerning the identification, evaluation, or placement of a student with a disability, the parent may request a hearing before an impartial hearing officer that is not employed by the District (see AG 2260.01B).

Alternatively, the parent may file an internal complaint (see Policy 2260.01). A parent does not need to first exhaust the internal complaint process in order to file a request for a due process hearing. In fact, a due process hearing may be requested at any time and the parent does not waive that right if s/he first opts to try to resolve his/her dispute through the internal complaint process.

Procedures Applicable to Section 504 Referrals/Evaluations/Plans

Annually the District will undertake to identify and locate every qualified person with a disability residing in the District who is not receiving a public education, and notify the person and their parents or guardians of the District's duties and responsibilities under Section 504.

Referral

Referrals may be made by anyone (e.g., parents, teachers, or other knowledgeable professionals). Referrals shall be made on the Suspected Disability Referral Form (Form 2260.01A F4) and submitted to the Building Compliance Officer. Referrals may be made at any time. Parents may request a referral form by contacting the Building Compliance Officer or a District Compliance Officer.

Generally, a staff member should refer a student for an evaluation under Section 504 if s/he suspects that the student not only has a mental or physical impairment but also suspects an impairment which substantially limits one (1) or more major life activities. ~~Examples:~~

A. ~~A teacher knows only that a student has asthma, without any other information. Refer? No.~~

B. ~~A teacher knows that a student has asthma and has an inhaler that is kept in the nurse's office that the student occasionally uses, without any other information. Refer? No.~~

C. ~~A teacher knows that a student has asthma, uses an inhaler in school, is frequently absent for asthma-related illnesses, and is having trouble in gym. Refer? Yes.~~

Assessment/Evaluation

Upon receipt of a Suspected Disability Referral Form, the Building Compliance Officer will notify the appropriate 504 Case Manager who will collect all relevant information on the student (e.g., medical reports, grade cards/report cards, school history, disciplinary action, etc.) to assist in documenting whether the student has a physical and/or mental impairment that substantially limits one (1) or more major life activities. A medical statement is not a condition of evaluation under Section 504. If the District determines, based on the facts and circumstances of an individual case, that a medical assessment is necessary to make an appropriate evaluation, the District will offer to secure the assessment at no cost to the student or his/her parents.

The 504 Case Manager should contact school staff who perform assessments and have them review existing pertinent information and determine whether additional assessments are needed. If an evaluation is needed, written parental consent shall be obtained within thirty (30) calendar days of the referral for an evaluation and a copy of the Notice of Section 504/ADA Procedural Information and Rights (Form 2260.01A F3) sent to the parents.

The evaluation must be sufficient to accurately and completely assess the nature and extent of the suspected disability~~,~~ ~~and~~ The evaluation must also assess whether the student, because of a disability, needs or is believed to need special education or related services~~,the recommended services and/or accommodations.~~ Evaluations that are more limited than a full special education evaluation may be adequate in some circumstances. The evaluation or review of assessment information should include

consideration of any behaviors that interfere with the otherwise qualified student's regular participation in the educational program and/or activities.

If the District does not suspect that a student has a mental or physical impairment that substantially limits one (1) or more major life activities and therefore determines not to evaluate, it will notify the parents/guardian of that decision through the issuance of a prior written notice (Form 2260.01A F18) and provide them with a copy of the Notice of Section 504/ADA Procedural Information and Rights.

~~Before any action is taken with respect to Section 504 accommodations for a student with a disability, an evaluation shall be conducted or assessment information reviewed to determine if the student is disabled under Section 504.~~ Before any action is taken with respect to the provision of special education or related services pursuant to a Section 504 Plan for a student with a disability, an evaluation shall be conducted or assessment information reviewed to determine if the student is disabled under Section 504.

Parents will be afforded the opportunity to meaningfully participate and provide input in the evaluation process. The assessment information may include, but will not be limited to, medical reports that document a physical/mental impairment, aptitude and achievement test scores, teacher observations and recommendations, and other data, including information on social or cultural background and adaptive behavior. The information obtained from all such sources shall be documented and carefully considered. Additionally, if an evaluation is conducted, the Building Compliance Officer, in conjunction with the designated 504 Case Manager is responsible for verifying that:

A. tests and other evaluation materials have been validated for the specific purpose for which they are used and are administered by trained personnel in conformance with the instructions provided by their producer;

B. tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient; and

C. tests are selected and administered so that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

Re-Evaluations

Re-evaluations are not required at specific intervals; however, assessments will be updated so that eligibility and accommodation planning is based on information that accurately defines the student's disability and reflects the student's current strengths and needs. At least every three (3) years appropriate school staff should determine whether updated evaluations are needed. A re-evaluation will be completed prior to a significant change in placement. When a re-evaluation is needed, parents will be sent prior notice (Form 2260.01A F18) and a copy of the Notice of Section 504/ADA Procedural Information and Rights. Consistent with initial evaluations, parents will be afforded the opportunity to meaningfully participate and provide input in the re-evaluation process.

Eligibility Determination

Within a reasonable period of time (generally no more than sixty (60) calendar days), the Building Compliance Officer will convene an Intervention Assistance Team ("IAT") Conference. The student's parents will be sent a letter inviting them to attend and participate in the IAT conference (Form 2260.01A F9). The letter to the parents should be sent at least ___ten (10)_____ **[recommend seven (7)]** calendar days prior to the Conference. Parents will also be sent a copy of the Notice of Section 504/ADA Procedural Information Rights. The IAT shall be composed of persons knowledgeable about the child, the meaning of the evaluation data, and the placement options, and should at a minimum include the Building Compliance Officer, the designated 504 Case Manager, and the parents. The IAT may also include general education teacher(s), student, guidance counselor, school psychologist, the District's Health Coordinator, school nurse, Director of Pupil Services/Special Education, and other persons with knowledge of the student or the suspected disability, and any other individual the parents may wish to bring to the Conference. ~~The purpose of the Conference is to discuss the information gathered, determine whether the student has a disability that makes him/her eligible for specialized services and/or accommodations/modifications/interventions under Section 504 (i.e. review the impairment and determine whether it substantially limits one (1) or more major life activities), and, if so, determines whether the student requires specialized services and/or accommodations/modifications/interventions in order to receive a free appropriate public education ("FAPE") and to access the District's programs and activities on an equal basis to students without disabilities.~~ The purpose of the Conference is to discuss the information gathered, determine whether the student has a disability under Section 504 (i.e. review the impairment and determine whether it substantially limits one (1) or more major life activities), and, if so, determines whether the student requires special education or related services, including accommodations/modifications/interventions in order to receive a free appropriate public education ("FAPE") and to access the District's programs and activities on an equal basis to students without disabilities.

The Building Compliance Officer will serve as the Chairperson of the IAT Conference. The Chairperson has the following responsibilities:

A. at each IAT Conference, to verbally explain and offer a written copy of the Notice of Section 504/ADA Procedural Information and Rights (Form 2260.01A F3)

B. gather information

C. organize the presentation of the data

D. coordinate the deliberation of Section 504 eligibility (see Form 2260.01A F11):

1. Does the student have a physical or mental impairment?
2. Does that impairment "substantially limit one (1) or more major life activities"?
3. Does the team have the data to justify a disability determination?
4. Is the student a qualified individual with disabilities within the meaning of Section 504?

At the IAT Conference, the IAT will determine the needs, special education or related services, including accommodations/modifications/interventions, ~~services~~ and placement for the student, which may include, but are not limited to:

A. adjusting testing procedures;

B. individualize classroom assignments, homework;

C. provide staff interventions;

D. utilize assistive technology;

E. provide a buddy to take notes;

F. provide an interpreter (for students or adults);

G. modify materials;

H. modify the student's day;

I. facilitate or modify parents/student/teacher/staff communication;

J. modify school procedures (e.g., provide additional time for passing between classes, adjust transportation, or approve early dismissal);

K. develop and implement appropriate medical plans (e.g. emergency, asthma, seizure, or allergy plans) for eligible students whose physical or mental impairment impacts a major life activity other than learning.

The special education or related services, including accommodations/modifications/interventions will be individualized to meet the needs of the student.

In interpreting data and making placement decisions, the District will draw upon information from a variety of sources, including aptitude and achievement tests, teacher observations and recommendations, medical reports that document a physical/mental condition, social or cultural background, and adaptive behavior. The information obtained from all such sources shall be documented and carefully considered.

Possible Outcomes of the IAT Meeting

A. Student is eligible for a Section 504 Plan (Form 2260.01A F13). The IAT documents this determination on the Section 504 Summary Evaluation Report (Form 2260.01A F10). Section 504 Plan is developed by the IAT. Parents will be given a copy of the Notice of Section 504/ADA Procedural Information and Rights (Form 2260.01A F3).

B. Student is ineligible for a Section 504 Plan. The IAT documents this determination on the Section 504 Summary Evaluation Report (Form 2260.01A F10). Parents will be given a copy of the Notice of Section 504/ADA Procedural Information and Rights (Form 2260.01A F3).

1. The IAT determines if the student needs interventions pursuant to an RtI Plan. If RtI is determined to be appropriate, the IAT will develop strategies to provide necessary interventions. The interventions should be documented on RtI

paperwork. A copy of the RtI plan should be filed in the student's cumulative record folder. A copy of the RtI plan is NOT required to be sent to the District Compliance Officer.

2. Student will be served appropriately in the regular education program without written interventions.

C. The IAT determines that it needs to collect more information before making an eligibility determination.

The Summary Evaluation Report (Form 2260.01A F10) shall reflect the determination on the issue of whether the student has been identified as disabled under Section 504. This document should be reviewed periodically.

Section 504 Plan

If a student is identified as disabled pursuant to Section 504, and the IAT ~~determines the student requires specialized services and/or accommodations/modifications/interventions in order to receive~~ student requires special education or related services, including accommodations/modifications/interventions in order to receive FAPE and to access the District's programs and activities on an equal basis to students without disabilities, the IAT will develop and complete the Section 504 Plan (Form 2260.01A F13). Aside from the description of the student's disability and the special education or related services and aides needed, the Plan will specify how the student will be provided FAPE. The Plan will specify the special education and/or related services, including accommodations/modifications/interventions necessary so that the student's needs are met as adequately as the needs of nondisabled students. The purpose of the Section 504 Plan is to provide the student with equal access to school activities, to remove barriers to educational opportunity, and provide, to the degree possible, a level playing field. The Section 504 Plan should be signed by the members of the IAT, including the parents. A copy of the Plan will be sent to the District's Compliance Officer and the Building Compliance Officer **as soon as possible**. A copy of the Plan also will be placed in the student's cumulative folder and given to school personnel who work with the student. If the parents are present, the Building Compliance Officer will request written permission from the parents to implement the Section 504 Plan. For initial plans, parent consent is required prior to implementation by the District. If the parents do not attend the meeting to develop a Section 504 Plan, the District will make reasonable efforts to obtain parental input prior to finalizing the plan and (a) submitting the Plan to parents for consent or (b) implementing a subsequent Plan. After parents consent to the initial Section 504 Plan, the District may implement subsequent plans without written parental consent, but the parents must be provided with a copy of the Notice of Section 504/ADA Procedural Information and Rights (Form 2260.01A F3) that explains their right to challenge the District's actions. Regardless of whether it is an initial or subsequent plan a copy of the Plan must be sent to the student's parents.

With respect to Section 504 Plans, the designated 504 Case Manager is responsible for:

A. informing staff that the Section 504 Plan is a legal document;

B. writing and distributing the Section 504 Plan;

C. encouraging staff to request a 504 review if they are concerned about or unable to follow the Section 504 plan;

D. ensuring that reviews of Section 504 plans are held annually by October 15th, and that the results of the annual review are sent to the District Compliance Officer.

Upon completion of the Section 504 Plan, the Building Compliance Officer should follow the Additional Procedures Applicable to Students with Section 504 Plans (see below).

Additional Procedures Applicable to Students with Section 504 Plans

A. Prior to the beginning of each school year:

1. The Building Compliance Officer or his/her designee is responsible for identifying the students in his/her building who have had Section 504 Plans in the past and designating a 504 Case Manager.

2. The designated 504 Case Manager or his/her designee is responsible for obtaining a copy of the previous school year's Section 504 Plans and distributing them to all appropriate staff members.

B. Within the first two (2) months of the school year:

1. The Building Compliance Officer must notify the student's parents that the IAT needs to meet to review the Section 504 Plan and to determine whether it is still necessary/appropriate for the new school year.

2. The Building Compliance Officer must schedule an IAT meeting to formulate a Section 504 Plan for the student for the new school year. The Section 504 Plan Review form (Form 2260.01A F17) must be completed at the meeting. The IAT, including the parents, is charged with deciding whether to continue the existing Plan, discontinue the current

Plan, or develop a new Plan.

3. If there is an "active" Section 504 Plan, a copy of the Plan needs to be forwarded to the District Compliance Officer by October 15th of each school year and a copy of the Plan placed in the student's cumulative record folder.

4. Updated copies of the student's Section 504 Plan will be distributed to all of the student's teachers after review by the 504 Case Manager.

C. During the school year:

~~The Section 504 Plan can be reviewed by the IAT at any time if concerns develop as to the appropriateness of the specialized services and/or accommodations/modifications/interventions being used with the student. This review can be initiated by staff or parents.~~The Section 504 Plan can be reviewed by the IAT at any time if concerns develop as to the appropriateness of the special education or related services, including accommodations/modifications/interventions, being used with the student. This review can be initiated by staff or parents.

D. Procedural Safeguards:

Any time the written results of an IAT meeting are provided to a student's parents, they should also be offered a copy of the Notice of Section 504/ADA Procedural Information and Rights (Form 2260.01A F3).

Parents' Options If They Disagree with the District's Identification, Evaluation and/or Placement of Their Child

The parents may challenge the actions of the IAT regarding identification, evaluation or placement of their child by filing a request for an impartial due process hearing. Alternatively, the parents may file an internal complaint. If the parents elect the former, the Board must provide a due process hearing before an impartial hearing officer ("IHO") that is not employed by the District. See AG 2260.01B - Section 504/ADA Parents' Procedural Rights, including Due Process Hearing. A parent does not need to first exhaust the internal complaint process in order to file a request for a due process hearing. In fact, a due process hearing may be requested at any time and parents do not waive that right if they first opt to try to resolve their dispute through the internal complaint process. If a parent is not satisfied with the IHO's decision, s/he may appeal it to a Federal Court of competent jurisdiction.

The parents may also file a complaint with the Office for Civil Rights. The Office for Civil Rights, however, is not part of the District's internal complaint process or the system of procedural safeguards, and, absent extraordinary circumstances, will not review the results of individual placement and other educational decisions so long as the District complied with the "process" requirements of Section 504 (concerning identification and locations, evaluation, and due process procedures).

Facilities

With regard to accessibility of facilities, the District will meet its obligations through such means as redesign of equipment, reassignment of classes or other services to accessible buildings, assignment of aides to beneficiaries, alteration of existing facilities and/or construction of new facilities, or any other method that results in making its programs and activities accessible to persons with disabilities. In choosing among available methods for meeting its obligations, the District will serve persons with disabilities in the most integrated setting appropriate.

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Vol. 36, No. 2 - January 2018 Revised SECTION 504/ADA PARENTS' PROCEDURAL RIGHTS, INCLUDING DUE PROCESS HEARING
Number	ag2260.01B
Status	

2260.01B - **SECTION 504/ADA PARENTS' PROCEDURAL RIGHTS, INCLUDING DUE PROCESS HEARING**

Procedural Information and Rights - Students and Parents

In accordance with various Federal laws (including Section 504, the Americans with Disabilities Act of 1990, as amended ("ADA"), FERPA, and Title VII), the following procedural safeguards will be provided with respect to decisions or actions regarding the identification, evaluation, educational program or placement, or content of a Section 504 Plan of a student who is or may be disabled under Section 504, but not also disabled under the IDEIA:

A. students with disabilities have the right to take part in, and receive benefits from, public education programs without discrimination because of their disabilities;

B. parents have the right to be advised of their rights under Section 504;

C. parents have the right to receive written notice of any decision regarding the identification, evaluation, or educational placement of their child;

D. parents have the right to have their child receive a free appropriate public education ("FAPE") if the child has a physical or mental impairment that substantially limits one or more major life activities;

This includes the right to be educated with students who are not disabled to the maximum extent appropriate (i.e., the student's education will be provided in the regular education classroom unless it is demonstrated that education in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily) and to receive regular or special education and related aids/services that are designed to meet the individual educational needs of students with disabilities as adequately as the needs of nondisabled students are met.

E. parents have the right to have their child educated in facilities and receive services comparable to those provided to students without disabilities;

F. parents have the right to have evaluation and educational placement decisions made based upon a variety of informational sources, and by persons who know the student, and are knowledgeable about the evaluation data and placement options;

G. parents have the right to have their child transported in a non-discriminatory manner;

If the District refers a student for aids, benefits, or services outside the District, the District will ensure that adequate transportation is provided at no greater cost to the parents than if the aids, benefits, or services were provided within the District.

H. parents have the right to place their child in a private school or alternative educational program;

However, if the District makes a FAPE available to the student that conforms to the requirements of Section 504 and nevertheless the parents choose to place the student elsewhere, the District is not required to pay for the student's education at the private school or alternative program, including costs associated with transportation.

I. parents have the right to have their child given an equal opportunity to participate in nonacademic and extracurricular activities offered by the District;

J. parents have the right to examine all relevant education records, including, but not limited to, those documents related to decisions regarding their child's identification, evaluation, educational program and placement;

K. parents have the right to obtain, at their own expense, an independent educational evaluation of their child;

L. parents have the right to obtain copies of education records at a reasonable cost unless the fee would effectively deny the parents access to the records;

M. parents have the right to a response from the District to reasonable requests for explanations and interpretations of their child's education records;

N. parents have the right to receive all information in the parents' native language and mode of communication;

O. parents have the right to periodic re-evaluations and an evaluation before any significant change in placement~~program/service modifications~~;

P. parents have the right to request amendments of their child's education record(s) if there is reasonable cause to believe that information contained in the record(s) is inaccurate, misleading or otherwise in violation of the privacy rights of their child;

If the District refuses to amend the record(s), the parents have the right to request a hearing and/or to attach to the record(s) a statement of why they disagree with the information it contains.

Q. parents have the right to request mediation or an impartial due process hearing related to decisions or actions concerning their child's identification, evaluation, educational program or placement;

R. parents have the right to file an internal complaint;

S. parents have the right to be represented at any point in the process by an attorney;

T. parents have the right to recover reasonable attorney fees as authorized by law (i.e., if the parents are successful on their due process claim);

U. parents have the right to be notified of their Section 504 rights, including but not limited to:

1. when the District does not suspect a disability and declines to conduct an evaluation;
2. when evaluations and re-evaluations are conducted;
3. when consent for an evaluation is provided or withheld;
4. when eligibility is determined, including when the team finds the student ineligible;
5. when a Section 504 Plan is developed, including when the District decides to implement a Plan without parental consent; ~~and~~
6. when the written results of an IAT meeting are provided;
7. before there is significant change in the Section 504 Plan, including concerning student's placement; and~~.~~
8. when an internal complaint or a request for a due process hearing is filed.

Due Process Hearing

A. When a request for a due process hearing is received, the aggrieved party will have the opportunity to receive a hearing conducted by an impartial hearing officer ("IHO") (i.e., by a person not employed by the Board of Education, not involved in the education or care of the child, and not having a personal or professional interest that would conflict with his/her objectivity in the hearing).

B. The District will maintain a list of trained IHO's that may include IDEIA hearing officers, attorneys, and Directors of Special Education outside the District. The District Compliance Officer will appoint an IHO from that list, and the costs of the hearing shall be borne by the District. The appointment of an IHO will be made within fifteen (15) school days after the request for a due process hearing is received.

C. A party to such a due process hearing shall have:

1. the right, at his/her/their own cost, to be accompanied and advised by legal counsel and by individuals with special knowledge or training with respect to the problems of children with disabilities;

2. the right to present evidence, and confront, cross-examine and compel the attendance of witnesses;

3. the right to a written or electronic verbatim record of such hearing; and

4. the right to written findings of fact and the reasons for the decision.

D. The IHO shall conduct the due process hearing within a reasonable period of time (i.e., not to exceed ninety (90) calendar days from the request for such a hearing, unless this time-frame is mutually waived by the parties or is determined by the IHO to be impossible to comply with due to extenuating circumstances).

E. The IHO will give the parent and/or student written notice of the date, time and place of the hearing. Notice will be given no less than twenty-one (21) calendar days prior to the date of the hearing, unless otherwise agreed to by the parent and/or student. The notice shall include:

1. a statement of time, place and nature of the hearing;

2. a statement of the legal authority and jurisdiction under which the hearing is being held;

3. a reference to the particular section of the statutes and rules involved;

4. a statement of the availability of relevant records for examination;

5. a short and plain statement of the matters asserted; and

6. a statement of the right to be represented by counsel.

F. The IHO shall conduct the hearing in a manner that will afford all parties a full and fair opportunity to present evidence and to otherwise be heard. The parent and/or student may be represented by another person of his/her choice, including an attorney.

G. The IHO shall make a full and complete record of the proceedings.

H. The IHO shall render a decision in writing to the parties within thirty (30) calendar days following the conclusion of the hearing. The decision will be based solely on the testimony and demonstrative evidence presented at the hearing and include a summary of the evidence (i.e., findings of fact) and the reason for the decision.

The notification shall include a statement that either party may appeal the decision.

I. Appeal of the IHO's decision may be made to a Federal court of competent jurisdiction.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

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Book	Administrative Guideline Manual
Section	Vol. 36, No. 2 - January 2018
Title	Vol. 36, No. 2 - January 2018 Delete IMPORTANT NOTICE OF EMPLOYEES' RIGHT TO DOCUMENTATION OF HEALTH COVERAGE
Number	ag3421A
Status	From Neola

~~**3421A - IMPORTANT NOTICE OF EMPLOYEES' RIGHT TO DOCUMENTATION OF HEALTH COVERAGE**~~

~~**The Health Insurance Portability and Accountability Act of 1996 (HIPAA) limits the circumstances under which coverage may be excluded for medical conditions present before the employee enrolls. Under the law, a pre-existing condition exclusion generally may not be imposed for more than twelve (12) months (eighteen (18) months for a late enrollee after the enrollment date). The twelve (12) month (or eighteen (18) month) exclusion period may be reduced by a new employee's prior health coverage. A new employee is entitled to a certificate from his/her former health insurance provider that will show evidence of the person's prior health coverage.**~~

~~**To obtain a certificate, the employee should complete the attached form and return it to:**~~

~~**(Insert Telephone Number)** _____~~

~~**For additional information contact:**~~

~~**(Insert Address:)** _____~~

~~**(Insert Name of Entity:)** _____~~

~~**The certificate must be provided promptly. The employee should keep a copy of this completed form. S/He may also request certificates for any dependents (including a spouse) who were enrolled under the employee's health coverage.**~~

~~**The** _____ **will be responsible for providing a Certificate of Health Insurance Coverage (Form 3421A F1) to an employee when:**~~

A. ~~**s/he no longer is covered by the District's plan;**~~

B. ~~**s/he is no longer covered under COBRA;**~~

C. ~~**s/he requests a certificate no later than twenty-four (24) months after cessation of coverage.**~~

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Vol. 36, No. 2 - January 2018 Revised CRIMINAL HISTORY RECORD CHECK
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Status	
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4121 - **CRIMINAL HISTORY RECORD CHECK**

A criminal background check is required of each applicant recommended for employment in a non-teaching position as well as for all current non-teaching employees on a periodic basis depending upon their position with the District.

The following procedure applies to any non-teaching employee, including individuals employed by a private company under contract with the Board of Education to provide essential school services in accordance with Policy 8142, and all substitutes and persons employed on a part-time basis such as coaches or activity supervisors.

Special rules relating to employees engaged in the operation of a vehicle for student transportation (bus/van drivers) and non-teaching employees who are also licensed by the Ohio Department of Education (e.g., aides with a permit, paraprofessionals with a license, and those individuals who do not hold a valid educator's license but who are employed by the Board under a student activity permit), are set forth below.

A criminal background check is not required of any currently-employed staff member who is a candidate for another position in the District, unless otherwise required by law and/or Policy 4121.

With regard to criminal background checks, the following procedures are to be used:

A. An applicant or current non-teaching employee, as appropriate, must be informed that a criminal history record check must be obtained at the expense of the applicant or current employee and timely submitted to the District. Prospective employees shall be informed of the requirement for a criminal background check either by direct communication or by information on the application form and shall submit same at the time of application. Current non-teaching employees not engaged in the operation of a vehicle for student transportation (bus/van drivers) must undergo a criminal background check every five (5) years. Bus and van drivers must complete a background check every six (6) years. An applicant for the position of bus/van driver will bear the cost of the initial check of his/her complete driving record. The cost for subsequent semi-annual checks on drivers will be borne by the District. The applicant should indicate on the request that the criminal history record check is being required by R.C.3319.39.

B. The prospective or current non-teaching employee may submit or ask the District to obtain from the Bureau of Criminal Identification and Investigation (BCII) the results of a criminal history records check conducted by BCII providing the application is within twelve (12) months of the date the check was done. After January 1, 2010, a current non-teaching employee will not be required to undergo a subsequent criminal history records check conducted by BCII if the employee: 1) has previously had a BCII criminal records check (for employment or licensure purposes); and 2) provides proof of continuous Ohio residency for the preceding five (5) years. Under such circumstances, the current non-teaching employee will only be required to undergo a criminal history records check through the Federal Bureau of Investigation (FBI).

C. The prospective or current non-teaching employee is to submit a set of fingerprints on an authorized format prescribed by the BCII which will also be submitted to the FBI for criminal history information.

D. Costs related to obtaining the criminal history record check are to be borne by the applicant or employee.

E. When the certified report is submitted by an applicant or employee, a photocopy is to be made for possible insertion in the person's confidential personal file, should s/he be employed, and the original returned to the applicant or employee.

F. The Superintendent shall determine whether or not to consider disqualification of a prospective or current non-teaching employee based on the records check.

G. All information received from the record check shall be kept confidential by the person receiving the report and is to be shared only with the Superintendent. If a prospective employee is subsequently hired, the record check shall be kept in his/her confidential file. If not employed, it shall be returned to the prospective employee. All information received from the criminal record checks of current employees shall be kept in his/her confidential file.

Offenses

No person will be hired, and current non-teaching employees will be released from employment if it is determined that s/he has pled guilty to or been convicted of any of the following listed offenses, unless such individual has met the rehabilitation standards of R.C. 3319.39(E) at the time of the hiring and/or upon discovery of such plea or conviction:

A. aggravated murder, murder, voluntary manslaughter, involuntary manslaughter

B. felonious assault, aggravated assault, assault

C. failing to provide for a functionally impaired person

D. aggravated menacing

E. patient abuse or neglect

F. kidnapping, abduction, child stealing, criminal child enticement

G. rape, sexual battery, corruption of a minor, gross sexual imposition, sexual imposition, importuning, voyeurism, public indecency, felonious sexual penetration, compelling prostitution, promoting prostitution, procuring prostitution, disseminating matter harmful to juveniles, pandering obscenity, pandering obscenity involving a minor, pandering sexually oriented matter involving a minor, illegal use of minor in nudity-oriented material or performance

H. aggravated robbery, robbery

I. aggravated burglary, burglary

J. abortion without informed consent, unlawful abortion, interference with custody

K. endangering children

L. contributing to the delinquency of children, unruliness

M. domestic violence

N. carrying concealed weapons, having weapons while under disability, improperly discharging firearm at or into a habitation or school

O. corrupting another with drugs

P. trafficking in drugs

Q. illegal manufacture of drugs or cultivation of marijuana

R. funding of drug or marijuana trafficking

S. illegal administration or distribution of anabolic steroids

T. drug possession offenses (that are not a minor drug possession offense)

U. placing harmful objects in or adulterating food or confection

V. a felony

W. an offense of violence

X. a theft offense (as defined in R.C. 2913.01)

Y. a drug offense (as defined in R.C. 2925.01, that is not a minor misdemeanor)

Z. possession of a controlled substance

AA. violation of municipal ordinance

Offenses for Bus/Van Drivers ONLY

A. vehicular manslaughter (as defined by R.C. 2903.06, 2903.08 and 2903.09);|

B. terrorism;

C. operating a Motor Vehicle Under the Influence;

D. reckless operation;

E. driving under suspension;

F. driving under OVI suspension.

School Bus Drivers

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). The required satisfactory criminal records checks shall be completed and received by the District prior to permitting the individual to operate a vehicle used for student transportation. Satisfactory shall be defined by the same standards applied to other public school employees. Such records shall be maintained for a minimum of six (6) years.

For any school bus or school van driver who is recertifying, the employee will not be required to undergo a subsequent criminal history records check conducted by BCII if the employee: 1) has previously had a BCII criminal records check (for employment or licensure purposes); and 2) provide proof of continuous Ohio residency for the five (5) years period prior to the date upon which the new criminal records check is due. Under such circumstances, the current non-teaching employee will only be required to undergo a criminal history records check through the Federal Bureau of Investigation (FBI).

In addition to the required criminal records checks, a copy of each new school bus driver's 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) years (i.e., not been convicted of a violation of R.C. 4511.19);

C. not received two (2) (or more) of the following serious traffic violations as defined in R.C. 4506.01(II) ~~(DD)(1) through (DD)(7)~~ during 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 while operating a commercial motor vehicle of a law of the state, any municipal ordinance, any county or township resolution, or any substantially similar law of another state or political subdivision of another state which prohibits texting while driving or using a handheld mobile device (except when a person is texting or using a mobile device to contact law enforcement or other emergency services);

8. 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);

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

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

The records obtained from the semi-annual records check will also be maintained for a minimum of six (6) years.

If a school bus driver has any of the above-referenced violations, s/he will be disqualified from operating a school bus. The bus 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.

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.

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.

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

School Bus Aides

Similar to other applicants, satisfactory BCII and FBI reports are required prior to the hiring of an individual as a school bus aide for pre-school and special needs children. In addition, the administrator in charge of transportation will obtain an updated, satisfactory BCII/FBI report for each school bus aide every six (6) years. Satisfactory shall be defined by the same standards applied to other non-certified public school employees. Such records shall also be maintained for a minimum of six (6) years.

Current Employees Licensed by the Ohio Department of Education

Non-teaching employees who are also licensed by the Ohio Department of Education (e.g., aides with a permit, paraprofessionals with a license, and those individuals who do not hold a valid educator's license but who are employed by the Board under a student activity permit) who engage in conduct unbecoming the teaching profession under certain specific circumstances set forth in Policy 8141 and/or who it is determined have pled guilty to or have been convicted of any offense enumerated under R.C. 3319.39(B)(1), including a judicial finding for intervention in lieu of conviction and/or participation in a pre-trial diversion program relating to any of the offenses listed therein and described above, are subject to the mandatory State reporting requirements in addition to an action by the Board to terminate their employment.

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Last Modified by Andrew Hill on March 1, 2018

Book	Administrative Guideline Manual
Section	Vol. 36, No. 2 - January 2018
Title	Vol. 36, No. 2 - January 2018 DELETE IMPORTANT NOTICE OF EMPLOYEES' RIGHT TO DOCUMENTATION OF HEALTH COVERAGE
Number	ag4421A
Status	From Neola

~~4421A **IMPORTANT NOTICE OF EMPLOYEES' RIGHT TO DOCUMENTATION OF HEALTH COVERAGE**~~

~~The Health Insurance Portability and Accountability Act of 1996 (HIPAA) limits the circumstances under which coverage may be excluded for medical conditions present before the employee enrolls. Under the law, a pre-existing condition exclusion generally may not be imposed for more than twelve (12) months (eighteen (18) months for a late enrollee after the enrollment date). The twelve (12) month (or eighteen (18) month) exclusion period may be reduced by a new employee's prior health coverage. A new employee is entitled to a certificate from his/her former health insurance provider that will show evidence of the person's prior health coverage.~~

~~To obtain a certificate, the employee should complete the attached form and return it to:~~

~~(Insert Name of Entity:) _____~~

~~(Insert Address:) _____~~

~~For additional information contact:~~
~~(Insert Telephone Number) _____~~

~~The certificate must be provided promptly. The employee should keep a copy of this completed form. S/He may also request certificates for any dependents (including a spouse) who were enrolled under the employee's health coverage.~~

~~The _____ will be responsible for providing a Certificate of Health Insurance Coverage (Form 4421A F1) to an employee when:~~

A. ~~s/he no longer is covered by the District's plan;~~

B. ~~s/he is no longer covered under COBRA;~~

C. ~~s/he requests a certificate no later than twenty four (24) months after cessation of coverage.~~

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Last Modified by Andrew Hill on March 1, 2018

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Vol. 36, No. 2 - January 2018 Revised ADMISSION TO THE DISTRICT
Number	ag5111
Status	
Adopted	November 19, 2007
Last Revised	April 10, 2017

5111 - **ADMISSION TO THE DISTRICT**

Qualifying for Admission

Students who qualify for admission to District schools, in accordance with Board of Education Policy 5111, shall be accepted when the following documents have been submitted:

A. a birth certificate or other appropriate documentary evidence

   Acceptable forms of documentation include: foreign birth certificate; religious, hospital, or physician's certificate showing date of birth; entry in a family bible; baptismal record; adoption record; affidavit from a parent; previously verified school records; or other documents permitted by law.

B. court orders allocating parental rights and responsibilities or other documents allocating custody or guardianship, if applicable

C. proof of residency consisting of a deed, building permit, rental agreement, tax statement, voter registration card, or completion of Form 5111 F2a or Form 5111 F2bb

   Acceptable forms of documentation include: telephone bills, utility bills, mortgage or lease agreements, parent affidavits, rent payment receipts, a copy of a money order made for payment of rent, or letter from a parent's employer that is written on company letterhead to establish residency.

D. proof of immunization and/or statutory exception

E. a power of attorney designating the student's grandparent(s) as attorney-in-fact (Form 5111 F7) or a caretaker authorization affidavit (Form 511 F8) executed by the student's grandparent(s) that provides the grandparent(s) with whom a student resides, authority over the care, physical custody, and control of the child, including the ability to enroll the child in school, consent in all school related matters, and discuss with the District the student's educational progress (also see Form 5111 F9)

Except in the case of a homeless child (see Policy 5111.01) or a child residing in a domestic violence shelter, no child shall be admitted to school in the District until proof of residency has been provided and proof of immunization is addressed in accordance with Policy 5320 and AG 5320. If a birth certificate is not available, the parent is to complete Form 5111 F3 and submit the documentary evidence called for therein. If the principal does not receive the child's birth certificate or one (1) of the acceptable alternatives to a birth certificate within fourteen (14) calendar days of the date of the child's enrollment, or the document appears of be inaccurate or suspicious, the principal shall notify the law enforcement agency where the student resided and the Wadsworth Police Department **[local law enforcement agency]** that the child may be a missing child. If there is a court order or decree allocating parental rights and responsibilities and designating who will be the resident parent and legal custodian, such order or decree must be submitted within fourteen (14) days of admission. If there is a court order or decree for custody or guardianship to other than a parent, a copy of the order or decree must be submitted within fourteen (14) days of admission. If all of these required documents are not received within that time, the student should be presumed to be a missing child (See AG 5215).

Students presented for enrollment without a birth certificate or appropriate substitute, court orders allocating parental rights and responsibilities, or a grandparent power of attorney or caretaker authorization **(X)** will ~~( ) may~~ be admitted under temporary enrollment for a period of fourteen (14) days, unless extended by the principal. Parents are to be so informed at the time of admission. (See Policy 5111.03 and AG 5111.03 - Children and Youth in Foster Care.)

A child who is placed in a foster home or residential facility (i.e., a group home for children, children's crisis care facility, children's residential center, residential parenting facility that provides twenty-four (24) hour child care, county children's home, or district children's home) will not be denied admission solely because the child does not present a birth certificate, comparable certification, or other comparable document upon registration. Such protected child will be admitted under temporary enrollment for a period of up to ninety (90) days to present the required documentation. The protected child and/or the child's parent, guardian, or custodian will be so informed at the time of the child's initial admission.

The sending school shall be contacted within twenty-four (24) hours of the student's entry into the school and requested to send all appropriate records.

If the sending school indicates no record of the student's attendance, or the records are not received within fourteen (14) calendar days of the date of request, or if the student does not present a certification of birth or other documentary evidence, the principal shall immediately notify the law enforcement agency where the student resided and the Wadsworth Police Department **[local law enforcement agency]** that s/he may be a missing child.

A student who is living in the District under the care of a shelter for victims of domestic violence will not be denied admission because of delay in the forwarding of school records.

Immunization requirements are to be in accordance with AG 5320.

A student who has recently been either discharged or released from the custody of the Department of Youth Services (DYS) and is seeking admittance or re-admittance into the District, will not be admitted until the following records required to be released by DYS have been received by the Superintendent:

A. an updated copy of the student's school transcript;

B. a report of the student's behavior while in DYS custody;

C. the student's current Individualized Education Program (IEP), if an IEP has been developed for the child; and

D. a summary of the institutional record of the child's behavior.

The Superintendent shall keep such records confidential and may release them only as provided in State law regarding the privacy of a student's records and the Family Educational Rights and Privacy Act (FERPA) since the records are not considered public records for the purposes of required disclosure under Ohio public records law. The Superintendent will consider the records in determining the appropriate educational assignment of the student, including, but not limited to whether the student will be assigned to an alternative school in the District.

Homeless Students

Homeless students shall have equal access to the same free and appropriate education provided to all other students of the School District and will be enrolled in accordance with the requirements of Federal law. Students meeting the Federal definition of "homeless" will be immediately enrolled in the School District and assigned to a school building in accordance with the procedure set forth below, even if the homeless student cannot produce all of the documentation otherwise required for enrollment (including proof of residency and/or immunization, a birth certificate, and copies of previous school records). Parent(s) or guardian(s) of homeless students must provide contact information in case of an emergency. (See Policy 5111.01 and AG 5111.01 - Homeless Students.)

Transferring Grades/Credit

Students in grades K-8 transferring from another district must submit an official transcript in order for the grades earned by the student to be recorded on the student's official transcript in this District. High school students transferring from another school district must submit an official transcript from the sending school in order for the student to receive credit for course work and to have the grades earned for completed coursework recorded on the student's official transcript in this District. Report cards will not be considered sufficient evidence for granting credit toward graduation.

Verifying Medical Conditions Qualifying a Student for Tuition-Free Admission in the District

Prior to admission and annually thereafter, parent(s) seeking admission for a school aged child under R.C. 3313.64(F)(3) because of a medical condition that may require emergency medical treatment shall:

A. submit Form 5111 F5 as Verification of regular employment at a location within the District during school hours;

B. submit Form 5111 F6, or a written statement on the physician's letterhead, describing the child's medical condition and certifying that the condition is such that there is a substantial likelihood that it may require emergency medical attention;

C. submit Form 5341 F1 Emergency Medical Authorization;

D. submit a current copy of the child's I.E.P. or 504 Accommodation Plan, if applicable.

If the student is admitted under this section, then the normal admission procedures shall apply.

Admission to the District Pursuant to a Power of Attorney or Caretaker Authorization Affidavit

If an individual indicates that s/he is attempting to enroll the child pursuant to a power of attorney or caretaker authorization affidavit, the School District official should:

A. verify that the individual attempting to enroll the child is the grandparent of the child;

B. verify that the child currently resides with the individual;

C. request that a copy of the power of attorney or caretaker authorization be produced.

This document should be provided in addition to those documents that are required to be produced by any and all other individuals who are seeking to enroll a child in the School District.[1]

D. review the power of attorney to verify that the document:

1. is identical in form and content to the form set forth in R.C. 3109.53 (see sample Power of Attorney Form 5111 F7).

2. is properly completed and executed by the child's:

a. parent(s), guardian, or custodian granting the power of attorney (i.e., both parents or the parent who is the residential parent and legal custodian of the child) and

b. grandparent who is designated as attorney in fact.

3. is duly notarized by an Ohio Notary Public.

4. has been filed with the juvenile court of the county in which the grandparent resides and/or any other court having jurisdiction over the child.

a. if possible, have the individual provide a time-stamped copy of the power of attorney in order to demonstrate that it has been duly filed within five (5) days of the creation of the document.

b. in addition, have the individual produce a copy of the receipt showing that notice of the creation of the document has been sent to the parent of the child who is not the residential parent and legal custodian. This receipt should be produced unless the power of attorney was created by both parents, or the non-residential parent's parental rights have been terminated, s/he cannot be located by reasonable efforts, or s/he is prohibited from receiving a notice of relocation.

E. review the caretaker authorization affidavit to verify that the document:

1. is identical in form and content to the form set forth in R.C. 3109.66 (see sample Caretaker Authorization Form 5111 F8).

2. is properly completed and executed by the child's grandparent.

3. is duly notarized by an Ohio Notary Public.

4. has been filed with the juvenile court for the county in which the grandparent resides and/or any other court having jurisdiction over the child.

If possible, have the individual provide a time-stamped copy of the caretaker authorization affidavit in order to demonstrate that it has been duly filed within five (5) days of the creation of the document.

5. request that the individual provide additional proof of residency in the School District, if necessary.

F. verify whether the child is currently serving a suspension or expulsion from a previous school district.[2]

G. verify that the power of attorney or caretaker authorization affidavit was not executed for the purpose of enrolling the child in the School District so that the child may participate in the academic programs or interscholastic athletic programs of the School District (language should be included in document).

Safe at Home/Address Confidentiality

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

Provision of District and Building Report Card

The school official responsible for admitting students shall give the Parent of each student who qualifies for admission to school in the District, or to the student if the student is at least eighteen (18) years old, a copy of the District's most recent report card showing the grade of the District and the grade of the building the student will attend.

"Parent" means either of the biological or adoptive parents of the student, except:

A. "Parent" means the residential parent as designated by a court when the parents are divorced, their marriage has been dissolved or annulled, or the parents are living separate and apart pursuant to a legal separation, except that:

   When the parents are no longer married and have a shared parenting plan, "Parent" still means either parent.

B. When a court has granted legal custody of the student to an individual other than the biological or adoptive parent, or to an agency, "Parent" means the individual or agency with legal custody.

C. When a court has appointed a guardian for the student, "Parent" means the court-appointed guardian. A "guardian ad litem," however, is not the "Parent."

D. "Parent" means the student's grandparent when the District enrolls the student pursuant to a grandparent power of attorney or a grandparent caretaker authorization affidavit.

If the District is unable to identify the parent of a homeless student at the time of admission, or the parent does not accompany the student, the District shall provide a copy of the report card to the student and to the person who accompanies the student.

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[1]Request that the individual provide additional proof of residency in the School District, if necessary. This additional proof of residency may consist of reasonable evidence such as a deed, building permit, rental agreement, tax statement, voter registration card, etc.

[2]Similar to other children seeking enrollment in the School District, the School District, after offering an opportunity for hearing, may temporarily deny admittance to a child if s/he has been suspended or expelled under Ohio law and the period of suspension or expulsion has not expired.

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Last Modified by Andrew Hill on March 1, 2018

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of VIDEO SURVEILLANCE AND ELECTRONIC MONITORING
Number	ag7440.01
Status	
Adopted	March 24, 2009

7440.01 - **VIDEO SURVEILLANCE AND ELECTRONIC MONITORING**

Purpose and Scope

This guideline governs the implementation of video surveillance and electronic monitoring systems on school property, and in school buildings and school buses.

Board Policy 7440.01 and this guideline do not apply to District and parentally-created video recordings of school events (e.g., plays, music performances, athletic contests, graduation, Board meetings), video recordings used for instructional purposes and made with the consent of all parties recorded, video recordings made of individual teachers for the purpose of improving classroom instruction, or surveillance (covert or otherwise) undertaken by law enforcement officers.

Definitions:

A. **Covert Surveillance** – surveillance conducted by means of hidden devices, without notice to the individuals being monitored.

B. **Personally Identifiable Information** – all information about a student other than directory information, which is defined in R.C. 3319.321(B)(1).

C. **Video Recording** – a videotape, CD, DVD, disk, hard drive, or other device used to store information (whether in printed format, on film, by digital/electronic means or otherwise) from a video surveillance/electronic monitoring system.

D. **Video Surveillance/Electronic Monitoring System** – a video, physical, or other mechanical, electronic or digital surveillance/electronic monitoring system or device that is permanently installed and enables continuous or periodic video recording, observing or monitoring of individuals on school premises, and in school buildings and school buses. This includes an audio device, thermal imaging technology or any other component associated with recording the image of an individual.

E. **Portable Video Cameras** – portable video cameras that may be carried by an individual and/or body-worn video cameras.

Approval

Before a video surveillance/electronic monitoring system is installed in a school building or on school premises, the building director must provide to the Superintendent a report describing the circumstances that indicate the necessity of having surveillance at the site (e.g., the safety and property concerns). The report should outline the less intrusive/invasive means that have been considered and the reason why they are not effective. The report should also identify proposed locations of the video surveillance/electronic monitoring equipment and whether portable video cameras will be used.

Placement of Video Surveillance/Electronic Monitoring Equipment

The building director, subject to review by the Superintendent, is responsible for authorizing the locations where video surveillance/electronic monitoring equipment is installed and operated. The building director must approve any changes in the locations of the equipment.

Video surveillance/electronic monitoring equipment may not ordinarily be used inside a classroom, laboratory, or other area utilized as a classroom or study space. Absent extraordinary circumstances, video surveillance/electronic monitoring equipment may not be operated in areas where there is a reasonable expectation of privacy by staff or students and where appropriate confidential or private activities/functions are routinely carried out (e.g., rest rooms, locker rooms, private offices, conference/meeting rooms,

and/or staff lounges.) Any exception to this rule must first be authorized by the Superintendent on grounds that no other supervision option is feasible and that the need is pressing and outweighs the privacy interest of the students or other persons likely to be observed. Surveillance of such locations may not be authorized on an ongoing basis.

Video surveillance/electronic monitoring equipment must be installed in a way that it only monitors those spaces that have been identified as requiring video surveillance – i.e., video cameras should not be directed to look through the windows of adjacent buildings, or onto adjacent property. Viewing areas off-campus, into neighboring property, into vehicles, or into any other areas where there is a reasonable expectation of privacy is prohibited. ~~Absent express written authorization from the Superintendent, no sound is to be monitored or recorded in connection with the video surveillance/electronic monitoring system.~~

Notice of Surveillance

Parents will be informed whenever a school decides to install video surveillance/electronic monitoring systems.

Students, faculty, and staff must be informed at the beginning of each year that the school is using video surveillance/electronic monitoring equipment to observe, monitor and/or record the behavior and activity of all persons on school property or grounds, or participating in school functions.

Each building or area in which video surveillance/electronic monitoring system is occurring shall have clearly written signs posted at conspicuous locations informing persons that the buildings and grounds may be under video surveillance. Signs shall be conspicuous enough in size so that a reasonable person would be able to view the contents of the sign and have reasonable and adequate warning that surveillance is, or may be, in operation. The signs must provide contact information of the building director or a designated staff person who is responsible for answering questions about the video surveillance/electronic monitoring system. Any exception to the Notice requirement, such as for a time-limited specific investigation into criminal conduct, must be authorized by the Superintendent on the grounds that covert surveillance is essential to the success of the investigation and the need outweighs the privacy interests of the persons likely to be observed. Covert surveillance may not be authorized on an ongoing basis.

Operation of Video Surveillance/Electronic Monitoring Equipment

Video surveillance/electronic monitoring equipment may be used to monitor and/or record behavior and activity of all persons on school property or grounds.

Although constant, real-time monitoring may not always be possible, it is expected that video images will be monitored on a scheduled basis.

Real-time viewing shall be limited to the building director or his/her designees (e.g., security personnel, other administrators, and secretarial staff responsible for providing visitors with access to the building). Under certain circumstances, the building director or Superintendent may contact local law enforcement to view the District's real-time video surveillance/electronic monitoring feeds. Circumstances warranting a review should be limited to instances where an incident is reported/observed or to investigate a potential crime or violation of Board Policy or the Student Code of Conduct.

If information is not viewed for law enforcement, school or public safety purpose – it should be routinely erased according to a standard schedule. If information is viewed for law enforcement, school or public safety purposes, it must be retained for a minimum of one (1) year. Prior to destruction of it, the building director should contact the Superintendent and/or Board Counsel.

Each building director is responsible for the proper implementation and control of video surveillance/electronic monitoring system installed and operating in his/her building and premises. A periodic audit by the building director of random images from the video surveillance/electronic monitoring system shall be conducted to verify that the equipment is operating properly and has not been blocked, moved or altered and that the images captured by the system are not inclusive of areas prohibited by this guideline or Board policy.

Only a designated employee or agent of the Board can install and operate video surveillance/electronic monitoring equipment. Building directors who have video surveillance/electronic monitoring equipment installed and operated on their campuses are responsible for adhering to a strict maintenance program – including image refocusing and lens cleaning.

Use of Video Recordings

Information obtained through video surveillance/electronic monitoring shall be used exclusively for the purpose set out in policy – i.e., to enhance security for students, staff and visitors, and to assist in the detection and deterrence of criminal activity (theft/vandalism) and/or violations of Board policy or the Student Code of Conduct. Video recordings may be used by the Board/administration as evidence in any legal or disciplinary actions, and for inquiries and proceedings related to law enforcement. The video surveillance system/electronic monitoring will not ordinarily be used to monitor staff performance, but any evidence unintentionally obtained through its general use may be used in internal employment or labor-related investigations. Information shall not be retained or used for purposes other than those sanctioned by Board policy.

Any remote monitoring system must protect the integrity of the video surveillance system and include a system utilizing passwords or other identifiers to gain access. Monitoring shall only be conducted by authorized school or District administrators and designees (e.g., police officials). Likewise, network connected systems must not be openly accessible on the Internet; rather, they must be operated behind the District's firewall and password protected.

Misuse or abuse of the video surveillance/electronic monitoring system shall not be tolerated and will be addressed on a case-by-case basis by the Board and Superintendent.

Viewing of Recordings

Authorized users of video surveillance/electronic monitoring system shall be approved by the Superintendent or building director. Only individuals with a legitimate educational interest in the video recording shall be designated as authorized users. As such, video recordings may only be viewed by the building director/designee or individual authorizing the video surveillance/electronic monitoring systems installation, by parents and students (see below), or School District staff with a direct involvement with the recorded content of the specific video recording, or employees or agents responsible for the technical operation of the system (for technical purposes only).

Authorized users shall receive training regarding proper use of the video surveillance/electronic monitoring system equipment, rules regarding privacy, and Board policy. Authorized users shall restrict system use to that for which it is intended (i.e., maintenance of individual safety and property conservation).

Video recordings will be viewed by authorized users on a random basis and/or when problems are brought to the attention of the building director or another administrator.

Video monitors used to view video recordings should not be located in a position that enables public viewing.

Any student (or parent of a minor student), employee or member of the public that is recorded by a video surveillance/electronic monitoring system has a general right of access to review the video if it will not result in or constitute an unauthorized release of another student's personally identifiable information. Access to an individual's own personal information may depend upon whether any other confidential or privileged information can be reasonably severed. Confidential or private information can be reasonably severed from the recording for viewing purposes if the District is able, without undue hardship or expense, to utilize a copy of the recording and digitally "black out" or "blur" the images of the other individuals who appear on the video. The original recording may not be altered in any manner. If an employee facing any disciplinary action, s/he may authorize his/her (union) representative or other advocate to also view the video recording.

An individual may be refused permission to review a video recording where to allow it would:

A. be an unreasonable invasion of a third party's personal privacy;

B. give rise to a concern for the safety of a third party;

C. constitute an unauthorized disclosure of student personally identifiable information under State and/or Federal law; or

D. interfere with or compromise a law enforcement investigation/matter.

If an individual is prohibited from reviewing a video recording, the building director will view it and report to the person what is contained on the recording.

Retention, Secure Storage, Access to and Disposal of Video Recordings

~~Video recordings, when not is use, shall be stored in a locked, fire resistant cabinet or room, in an area to which students and the public do not normally have access. The recordings must be clearly and properly labeled and entered into a storage log.~~

Access to and viewing of video recordings is limited to authorized personnel. The building director is responsible for maintaining a proper audit trail for all video recordings (i.e., logs must be maintained of all instances of access to, and use of, recorded material – the log must document the person accessing the recording, the date and time of access, and the purpose). The building director shall approve requests for access to recorded and stored video images. The building director may authorize the viewing of recorded images in the event of an ongoing law enforcement investigation, and incident involving property damage or loss, or for other reasons deemed appropriate.

All video recordings to be taken off-site must be signed out by the requestor and the building director. When returned, the requestor who originally signed the recording out and the building director shall sign the recording back in. All video surveillance/electronic monitoring recording media shall be considered legal evidence and treated as confidential or as directed by Board Counsel. Release

of original video recordings to individuals or outside agencies may only occur pursuant to subpoena or court order after the same has been reviewed by Board Counsel.

Original video recordings shall never be edited or manipulated in any manner. When video recordings are requested by any law enforcement agency as part of an ongoing investigation, a duplicate may be provided for that purpose. The original media shall be protected from accidental overwrite or erasure during the duplicating process. Nothing in his paragraph prohibits the redaction of personally identifiable information from duplicated media when mandated by FERPA.

Video recordings may never be sold publicly, viewed or distributed in any other fashion except as provided for by Board policy and this guideline, and consistent with State and Federal law.

Video surveillance/electronic monitoring recordings shall be retained, stored and destroyed, including storage log books, pursuant to the District's Records Retention Schedule.

Video recordings, scheduled to be destroyed must be securely disposed of in such a way that the personal information cannot be reconstructed or retrieved (e.g., shredding, burning, magnetically erasing the personal information).

Covert Surveillance

Because covert surveillance is highly privacy-invasive, it may only be used as a last resort in limited case-specific circumstances, and in a time-limited manner (i.e., it must be the only available option under the circumstances and the benefits derived from the personal information obtained far outweigh the violation of privacy of the individuals observed).

Last Modified by Andrew Hill on March 1, 2018

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Vol. 36, No. 2 - January 2018 New BUSINESS ADVISORY COUNCIL
Number	ag9141
Status	

9141 - **BUSINESS ADVISORY**

Businesses are important partners who can help shape the educational experiences of all students in Ohio schools. Businesses can partner with schools to share news about job trends and opportunities, as well as economic changes that will affect jobs. They can play a role in District curriculum development and help create new opportunities for students, such as work-based learning experiences.

Purpose of a Business Advisory Council

Business advisory councils foster cooperation among schools, businesses and the communities they serve. This work ensures that the work of educators aligns with the needs of businesses. This cooperation can make a local education system more aware of the local labor market; promote work-based experiences within businesses; and help students prepare for successful learning and employment opportunities.

Business advisory councils include regional business leaders who are familiar with business and industry needs. Members partner with District leaders to plan and carry out the council's work.

Roles of a Business Advisor Council

A. advise the District on changes in the economy and job market and the area in which future jobs are most likely to be available;

B. advocate for the employment skills most critical to business and industry and the development of curriculum to teach these skills;

C. aid and support the District by offering suggestions for developing a working relationship among businesses, labor organizations and educators;

D. identify new and emerging careers;

E. offer recommendations on needed knowledge, skills and competencies;

F. offer recommendations on needed knowledge, skills and competencies;

G. offer work-based learning opportunities;

H. and make recommendations on the facilities and equipment needed to teach work-based skills.

~~[ ] [OPTION #1]~~

[X] The Board of Education

~~OR~~

~~[ ] Superintendent~~

shall appoint the business advisory council members and the District's contact representative.

Business advisory council membership should be representative of the District, be available to attend meetings and participate in council activities, and have a sincere interest in making a positive contribution to District/council ventures.

~~[END OF OPTION #1]~~

~~[ ] [OPTION #2]~~

~~The Board of Education has entered into an agreement with the _____ Educational Service Center so that the ESC's business advisory council will represent the businesses of the District. Regular updates from the council shall be reviewed by the Board.~~

~~Business advisory council membership should be representative of the District, be available to attend meetings and participate in council activities, and have a sincere interest in making a positive contribution to ESC/District/council ventures.~~

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

Members may be selected from:

A. local or regional businesses and industries;

B. workforce development or economic development groups or organizations;

C. local chambers of commerce;

D. local business or industry associations;

E. other organizations with unique knowledge of the local economy or business environment, such as higher education institutions;

F. the appointing Board of Education or ESC Governing Board (at least one member); and

G. School District leadership teams.

The business advisory council will document its practices in a written description of how the council will work. The description should include:

A. mission statement;

B. member appointment and terms of service;

C. appointment of officers and responsibilities of each office;

D. council's meeting schedule;

E. process the council will use to provide public notice of all meetings;

F. process for taking and recording minutes of each council meeting;

G. procedures for appointment of council subcommittees, if applicable;

H. procedures for appointment of council subcommittees, if applicable;

I. process for reporting to the Board on a quarterly basis;

J. schedule for review and revision of description of operations of the council.

This description outlines the council's purpose and guides its management by defining the council's responsibilities and limitations as well as expectations for its members.

Conflicts of Interest

The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by members of the Business Advisory Council (in accordance with Policy 3133, Policy 4113, and Policy 1130) is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the School District.

Council Activity

The District contact, working with the members of the business advisory council, shall decide the manner in which meetings are conducted, the way decisions are recorded, the process for developing the required plan and joint statement, and other activities of the business advisory council.

Frequency of Meetings

Ohio law requires each business advisory council to meet at least once per quarter.

Business Advisory Council Plan

The council in conjunction with the

(X) Board

~~( ) ESC Governing Board~~

shall develop a written plan. The plan should be revised and updated annually. At minimum, the plan must address how the business advisory council will make recommendations on these items:

A. delineating employment skills and developing curriculum to instill these skills;

B. changes in the economy and job market, and the types of employment in which future jobs are most likely to be available;

C. developing a working relationship among business, labor and education personnel.

The business advisory councils may consider incorporating these elements into their plans:

A. the schedule of required joint meetings of the Board and the business advisory council for the year; (State law requires meetings between the council and the board at least quarterly.)

B. a schedule, as determined appropriate, of additional meetings of the business advisory council or of council subcommittees;

C. data analysis or other information that describes changes in the economy and job market and the types of employment in which future jobs are most likely to be available;

Data may also focus on student skills or deficiencies and other information that informs the plan.

D. a needs assessment, based on data analysis, that identifies business community needs as well as students' educational needs;

The latter includes the academic, nonacademic, and employment skills and knowledge students must have to succeed in higher education and careers. Needs might include such things as improving awareness of job opportunities, and improving certain skills among students.

E. a schedule and description of events, activities or programs conducted by the business advisory council to address the identified business or student needs.

While the law does not prescribe specific events, activities or programs may include:

1. Job Fairs or Conferences: A gathering of business representatives and employees in a location that allows students and families to learn about business activities and job opportunities in the School District or region.

2. Job Shadowing: Organized opportunities through which students can shadow employees of businesses to understand the nature of the business and job.

3. Internships, cooperative training, work-based learning opportunities or employment for students: Organized opportunities through which students perform work over an extended time in a business setting to fully understand the nature of a job and how to do it. This can include unpaid as well as paid work; including full-time, part-time or summer employment.

4. Mentoring and tutoring programs for students: Programs through which employers provide opportunities for employees to serve as mentors and tutors to students, helping improve academic skills as well as social, emotional, and workplace and employability skills.

5. Career Counseling and Exploration: This can include helping students learn to use the OhioMeansJobs suite of tools and services. It could also include other career exploration activities or training for District employees on career counseling strategies.

6. Promoting student commitment to being drug free. This could include activities that raise awareness for students not only about the dangers of drug and alcohol use, but also how the use of drugs and alcohol negatively impacts workplace safety and productivity. Focus on how the commitment to remain drug free is a win-win situation for both employers and employees. If possible, provide examples to illustrate the point.

7. Promoting the use of the OhioMeansJobs Readiness Seal. This could include activities that raise awareness by employers and students of the seal and help students gain and demonstrate competencies included as part of the seal. It could also include training for employers on how to rate students on the various competencies required for the seal.

8. Informing curriculum design and development: This could include any of the following:

    a. reviewing curriculum materials for technical content accuracy

    b. reviewing curriculum materials for technical content accuracy

    c. helping the District obtain instructional materials

    d. identifying employability skills

    e. donating or otherwise helping the District acquire equipment or facilities for specialized training needs

    f. encouraging and promoting secondary and postsecondary connections

    g. recommending technical resource personnel

    h. using OhioMeansJobs K-12 to show desired employability skills for in-demand jobs

    i. supporting a school's application for STEM designation

    j. offering recommendations to implement career pathways

9. Engaging educators: This could include activities that provide teachers and other District personnel with information and experiences relative to the businesses in the community. It could include activities like teacher externships and other learning opportunities for educators.

F. Publicizing and communicating local economy and job information: This would include activities designed to inform students, educators and the community about changes to the local economy and which jobs will be most in demand. Activities could include:

1. developing and implementing a local marketing plan for in-demand careers;

2. arranging for meetings between chambers of commerce or business roundtables to discuss economic development in the area;

3. preparing and sharing reports and information on employment trends from the U.S. and Ohio Bureau of Labor Statistics;

4. inviting representatives from postsecondary and the workforce development community to meetings to discuss the future of jobs in the area;

5. using OhioMeansJobs K-12 to show in-demand jobs both throughout Ohio and in the local community.

G. Fostering collaboration, beyond the Council, among business, labor and education personnel. Activities could include:

1. broadly engaging local businesses to support the community's education system and participate in activities specified in the plan;

2. soliciting input from businesses on the work of the business advisory council.

Plans shall be filed annually with the Ohio Department of Education. The Department will coordinate the submission of annual plans through its Security Application for Enterprise (SAFE) web portal.

Submitting a Joint Statement

The council and its **(X)** District Board

~~or~~

~~[ ] ESC Governing Board~~

shall issue a joint statement by March 1st each year. This statement should report progress on work they outlined in the council's plan for that year, summarize actions taken and actions pending, and specify how the council and board have fulfilled their respective responsibilities under the law.

A. meetings conducted by the council;

B. the council's plan and implementation progress;

C. brief summaries of specific activities the council conducted;

D. the nature of the council's advice and recommendations, if any, on needed employment skills and curriculum development to instill those skills;

E. The nature of the council's advice and recommendations, if any, on economic and job market changes and the types of employment in which future jobs are most likely to be available; and

F. the nature of the council's advice and suggestions, if any, for developing working relationships among businesses, labor organizations and educational personnel.

Business Advisory Councils in Ohio Schools, Developed by the Ohio Department of Education and the Governor's Office of Workforce Transformation, 2017

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Last Modified by Andrew Hill on March 1, 2018

Course / Grade	*Vendor*	Total Each	Subtotal	Shipping	Grand Total
Kindergarten - 4th Grade	***Cengage / National Geographic***				
Franklin (Includes Student & Teacher Texts + Licenses)		$39,584.25		$791.69	$40,375.94
Isham (Includes Student & Teacher Texts + Licenses)		$56,335.00		$1,126.70	$57,461.70
Lincoln (Includes Student & Teacher Texts + Licenses)		$48,227.75		$964.56	$49,192.31
Overlook (Includes Student & Teacher Texts + Licenses)		$59,319.25		$1,186.39	$60,505.64
Valley View (Includes Student & Teacher Texts + Licenses)		$60,176.25		$1,203.53	$61,379.78
					$268,915.35
5th Grade - 8th Grade	***Houghton Mifflin Harcourt***				
5th - Student		$23,014.20	$24,232.70	$0.00	$126,584.70
5th - Teacher		$1,218.50			
6th - Student		$30,580.40	$32,106.20		
6th - Teacher		$1,525.80			
7th - Student		$34,360.00	$35,122.90		
7th - Teacher		$762.90			
8th Student		$34,360.00	$35,122.90		
8th - Teacher		$762.90			
Physical Science - 9th Grade	***Glencoe / McGraw-Hill***				
Student (Text + License)		$33,504.63	$33,504.63	$795.33	$34,299.96
Teacher		$0.00			
Biology - 10th Grade	***Pearson***				
Student (Text + License)		$29,170.25	$29,170.25	$1,996.31	$60,260.56
Teacher		$0.00			
AP Biology	***Pearson***				
Student (Texts + Licenses, No Stated "Teacher" resources)		$18,739.16			
AP Chemistry	***Pearson***				
Student (Texts + Licenses, No Stated "Teacher" resources)		$10,354.84			
Chemistry - 11th Grade	***Pasco***				
Student (Text + License)		$18,200.00	$34,294.96	$2,131.00	$55,734.28
Teacher		$0.00			
Equipment (+ USB / Bluetooth Adaptors)		$16,094.96			
Physics - 12th Grade	***Pasco***				
Student (Text + License)		$7,540.00	$19,308.32		
Teacher		$0.00			
Equipment		$11,768.32			
AP Physics	***Cengage / National Geographic***				
Student (Text + License)		$8,215.00	$8,215.00	$164.30	$8,379.30
Teacher		$0.00			
			$543,814.36	$10,359.79	$554,174.15
			Sub Total	Shipping	**Grand Total**

Book	Policy Manual
Section	Ready for Production
Title	Copy of PROCUREMENT - FEDERAL GRANTS/FUNDS
Number	po6325
Status	
Adopted	April 11, 2016
Last Revised	March 13, 2017

6325 - **PROCUREMENT - FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures. Further, the District will implement said policy following the grace period as allowed under the uniform guidance. The effective date for compliance following the grace period is July 1, 2018.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320A.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3113 and Policy 4113 - Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

A. unreasonable requirements on firms in order for them to qualify to do business

B. unnecessary experience and excessive bonding requirements

C. noncompetitive contracts to consultants that are on retainer contracts

D. organizational conflicts of interest

E. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement

F. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Solicitation Language

The District shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall utilize the following methods of procurement:

A. Micro-purchases (< $3,000)

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed $3,000. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

B. Small Purchase Procurement ($3,000-$150,000) Small purchase procurement are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold ($3,000-$150,000). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. The District quantifies an adequate number of sources to be two (2) or more.

C. Sealed Bids (> $150,000)

Sealed, competitive bids shall be obtained when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed $50,000.

In order for sealed bidding to be feasible, the following conditions shall be present:

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The district quantifies an adequate number of sources as two (2) or more. The invitation to bid shall be publicly advertised.
2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.

3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.

4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.

5. The Board reserves the right to reject any or all bids for sound documented reason.

D. Competitive Proposals (>$150,000)

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.

2. Proposals shall be solicited from an adequate number of sources.

3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.

4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications- based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

E. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source

2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation

3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District

4. after solicitation of a number of sources, competition is determined to be inadequate

The District shall perform a cost or price analysis in connection with every procurement action in excess of $150,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

The District uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over $50.000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 CFR Part 180 Subpart C)

Bid Protest

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy- two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The District maintains records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

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College Now Statistical Profile

High School Principal Dashboard

Academic Year 2016-2017

College Now

Greater Cleveland

Developing Tomorrow's Talent Today

Wadsworth High School

Academic Year 2016-2017

College Now advisor(s) provided college access and success advising, financial aid counseling, and scholarship services to your school during the 2016-2017 school year.

College Now Service Data

Grade	No. of Unduplicated Students Served	No. of Individual Students Served One-on-One	No. of Individual Sessions	Avg. Sessions / Student
9	2	2	2	1.0
10	1	1	1	1.0
11	13	13	14	1.1
12	82	67	79	1.2
Total	98	83	96	1.2

FAFSA

of FAFSAs Completed
239

* FAFSA Completion Rates Obtained From Department of Education Statistics

College Now Service Data Breakdown

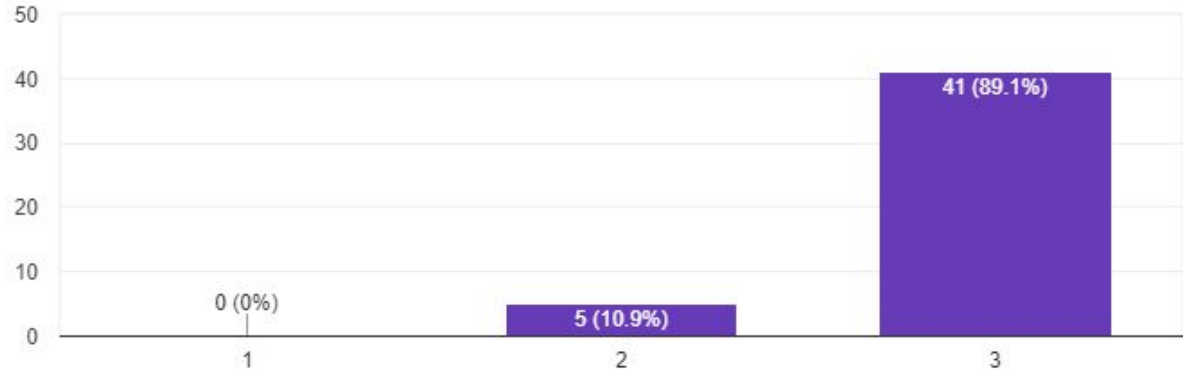
Service	Career Exploration		Academic Advising		Postsecondary Admissions		Postsecondary Entrance Exams		Financial Aid	
Grade	No. of Students Served	No. of Sessions	No. of Students Served	No. of Sessions	No. of Students Served	No. of Sessions	No. of Students Served	No. of Sessions	No. of Students Served	No. of Sessions
9	0	0	0	0	0	0	0	0	2	2
10	1	1	1	1	1	1	0	0	1	1
11	1	1	3	3	3	4	3	3	13	14
12	3	3	56	63	61	67	6	6	62	73
Total	5	5	60	67	65	72	9	9	78	90

Report Generated by College Now Greater Cleveland

College Now Feedback

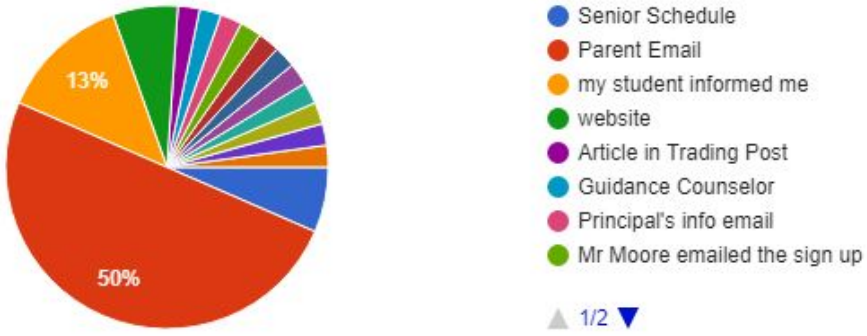
In general, how would you rate your SIGNUP experience with CollegeNow?

46 responses



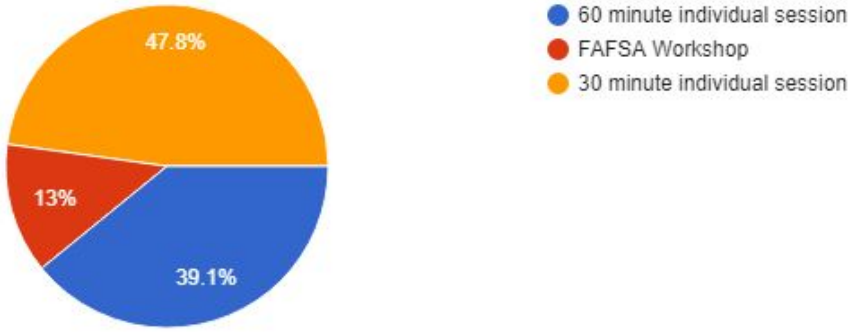
How did you hear about CollegeNow?

46 responses



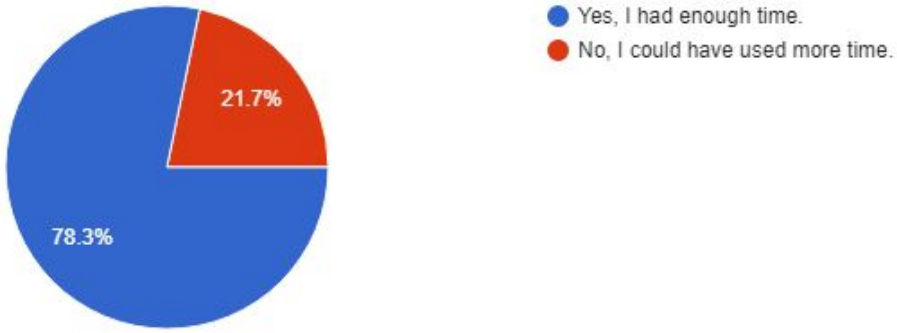
What slot did you sign up for?

46 responses



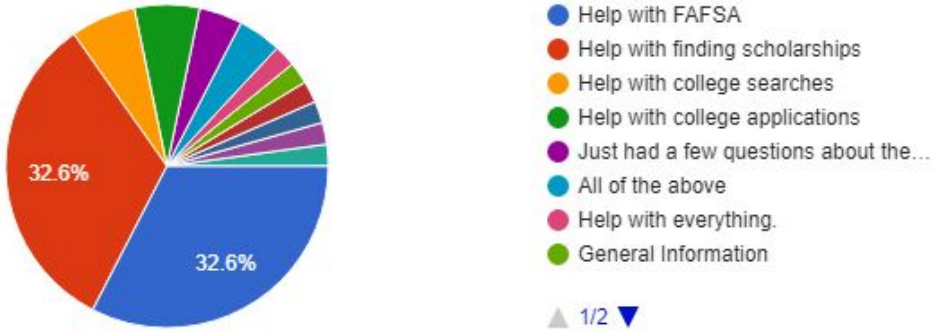
Did you feel you had enough time with the CollegeNow Advisor?

46 responses



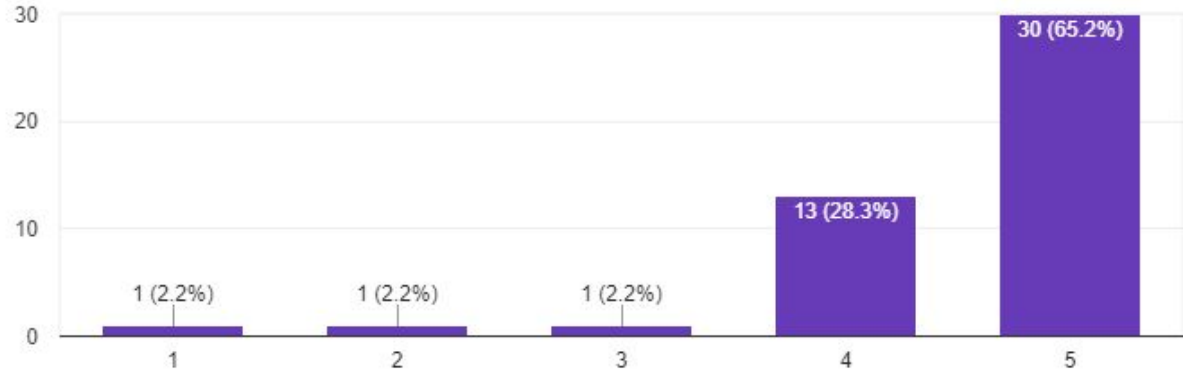
What was your main reason for signing up with the CollegeNow Advisor?

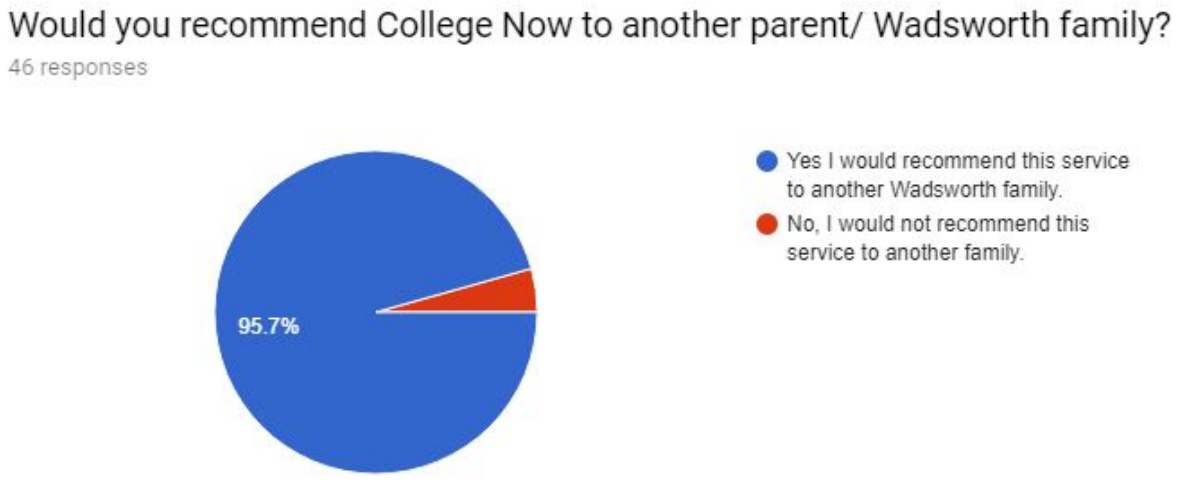
46 responses



How knowledgeable did you find the College Now Advisor?

46 responses





I felt this was extremely helpful as a parent, but it was also beneficial for my daughter in having her questions answered. Great resource.

My son had a lot of questions and things he felt uneasy about and she was very helpful to him. He now has more confidence in the process and received some great ideas from her.

I visited with the college now advisor for fafsa and as an individual meeting for college sessions .

I think this is a great service. I would like to know if Wadsworth has a link to Naviance that we can use. I didnt see it on the Website for the High School.

Thank you for bringing in Carmen to help with the FAFSA. I always felt like I was going in circles working on it. Once we were done, I was confident that I did everything correctly.

The councilor was very friendly and knowledgeable

This is a great program and I was really happy to have this resource.

Extremely helpful and knew a lot about the subject matter. Left feeling very informed about upcoming college things we will have to do.

It was a great experience. The rep answered all my questions covered everything thoroughly and was extremely knowledgeable and friendly. I know have much better idea of what steps we need to take to prepare and apply for colleges.

Very helpful

The overview helped Beau start thinking about what he needs to do such as work on his essay. The review of important dates helped him plan his action. We will request another appointment next school year when he and his parents are ready to complete the FAFSA. Our counselor has a financial aide background which was helpful in guiding Beau to searching for scholarships.

College Now
Greater Cleveland
Developing Tomorrow's Talent Today

Memorandum of Understanding Between
College Now Greater Cleveland
And
Wadsworth City School District Board of Education

I. Background

The mission of College Now Greater Cleveland (College Now) is to increase college attainment through college and career access advising, financial aid counseling, and scholarship and retention services. For 50 years, our goal has been to help students pursue educational opportunities that empower them to embark on rewarding careers and strengthen our community.

II. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly define the roles and responsibilities of each party as it relates to: (1) an Advising Plan for advising WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION students and their parents; (2) a plan for data exchange; (3) a plan to make Wadsworth City School District Board of Education personnel aware of College Now services; (4) a plan to provide space and resources for the on-site College Now advisor; (5) a plan to recommend Wadsworth City School District Board of Education seniors for scholarships from College Now, provided that funding is available; and (6) a plan to evaluate the COLLEGE NOW advisor and services provided.

This MOU is intended to provide a written acknowledgement of collaboration between the organizations.

III. Definitions

For the purposes of this MOU,

- "Wadsworth City School District Board of Education" student shall refer to a student who is in high school, unless Wadsworth City School District Board of Education informs COLLEGE NOW otherwise.
- "RECOMMENDED STUDENT" shall refer to a senior student who has met the COLLEGE NOW application deadlines for the scholarship application, Free Application for Federal Student Aid (FAFSA), graduation and minimum cumulative grade point average and ACT/SAT testing requirements, and who has turned in required paperwork to the COLLEGE NOW advisor by the deadline.
- "ADVISING SERVICES" are any services selected on the attached Menu of Advising Services that the Wadsworth City School District Board of Education contracts with COLLEGE NOW to provide as part of the Advising Plan.
- A "DAY OF SERVICE" equals 7 hours.
- A "HALF DAY OF SERVICE" equals 3.5 hours.
- "DATA" includes any student information such as demographic information, cumulative grade point averages, ACT/SAT scores, and expected year of graduation.

IV. College Now Responsibilities under this MOU

1. COLLEGE NOW Advisor will be available to speak with staff on issues of the college going process.
2. COLLEGE NOW will provide a trained college access Advisor for the amount of time requested by Wadsworth City School District Board of Education in no less than half day increments. Evening presentations count as half days.
3. COLLEGE NOW Advisor will provide advising, financial aid, and scholarship services as indicated on the attached Menu of Advising Services.
4. COLLEGE NOW will provide its Advisor with a cell phone, laptop computer and printer.
5. COLLEGE NOW will send a semi-annual evaluation to the designated Wadsworth City School District Board of Education school counselor asking for feedback about COLLEGE NOW services. The feedback from these evaluations is used for customer service, training, professional development, and performance evaluation purposes.
6. COLLEGE NOW Advisor will recommend seniors for COLLEGE NOW scholarships, when funding is available.
7. As part of the data exchange, COLLEGE NOW will submit names of Wadsworth City School District Board of Education students who were served by the COLLEGE NOW Advisor to the National Student Clearinghouse in order to obtain post-secondary persistence and graduation information. College Now is FERPA complaint. (See attached)
8. COLLEGE NOW will provide a year-end summary of services provided, students served, and recommended students (if applicable) to Wadsworth City School District Board of Education.

V. School Responsibilities under this MOU

1. **Wadsworth City School District Board of Education will, during or before the first week of school, provide an electronic student data roster of seniors consisting of student name, address, date of birth, grade level and GPA. The student data template can be emailed to Rosters@collegenowgc.org. (Please see attached FERPA explanation).**
2. Wadsworth City School District Board of Education will provide working space and internet access.
3. Wadsworth City School District Board of Education will provide access to a copy machine to be used only in the servicing of students' needs.
4. Wadsworth City School District Board of Education will publicize COLLEGE NOW services at the school and make all reasonable attempts to ensure access to students.

VI. Personnel Background Check

All COLLEGE NOW Advisors have undergone drug and background screenings.

VII. Reporting Responsibilities

COLLEGE NOW agrees to report to High School authorities any suspected child abuse or neglect as these terms are defined under Ohio Revised Code 2151.03 that jeopardizes the physical and/or emotional well-being of a student.

VIII. INDEMNIFICATION AND HOLD HARMLESS

COLLEGE NOW agrees to indemnify, defend, and hold harmless Wadsworth City School District Board of Education, all of its members, officers, employees, and agents from and against any and all liability (whether real or asserted) claims, demands expenses, costs (including legal fees), and causes of action of any nature whatsoever for personal and bodily injury or death of persons or damage or destruction of property which may result from and arise out of the negligence or intentional misconduct of COLLEGE NOW, its employees, officers, agents, subcontractors, or interns screened, selected and/or trained by Contractor, in the performance of this Agreement. In addition to the defense provided by COLLEGE NOW and its insurance provider, the District reserves the right to use counsel of its own choosing, at its own expense, with regard to any such claim for which indemnification and defense is sought. This indemnification obligation shall survive the term of this Agreement.

IX. Independent Contractor

COLLEGE NOW and Wadsworth City School District Board of Education acknowledge and agree that COLLEGE NOW is an independent contractor and has no authority to bind Wadsworth City School District Board of Education or otherwise act as a representative of Wadsworth City School District Board of Education. COLLEGE NOW shall retain the right to exercise full control and supervision over its employees, compensation and discharge, and agrees to be solely responsible for all matters relating to its employees, including, but not

limited to, compliance with social security, withholding, workers' compensation, and all other regulations governing such employment matters.

X. Confidentiality/Ownership

COLLEGE NOW agrees that all financial, statistical, proprietary, or student information provided by Wadsworth City School District Board of Education or any information that COLLEGE NOW may acquire, directly or indirectly which relates to Wadsworth City School District Board of Education will be kept confidential and not used by or released to any third party or parties without the prior written consent of Wadsworth City School District Board of Education. COLLEGE NOW further agrees that any written material (e.g., report, study, etc.) developed for Wadsworth City School District Board of Education and all rights, title and interest therein shall belong exclusively to Wadsworth City School District Board of Education. Wadsworth City School District Board of Education shall be entitled to obtain copyright or any similar such protection for any deliverables furnished by COLLEGE NOW hereunder and that any such material is considered a "work-for-hire."

XI. MOU Modification and Termination

It is mutually understood and agreed by and between the parties that:

- This agreement may be modified by mutual agreement of COLLEGE NOW and Wadsworth City School District Board of Education. This agreement will be revisited each spring in preparation for the upcoming academic year.

XII. COLLEGE NOW and Wadsworth City School District Board of Education Contacts:

College Now Greater Cleveland	**School**
Lee Friedman	Principal:
Chief Executive Officer	
216-241-5587	
lfriedman@collegenowgc.org	Billing:
Tax ID Number 34-6580096	
Victor Courtney	School Counselor:
Manager of Advising Services and Programs	
216-635-0156	
vcourtney@collegenowgc.org	
Jeff McKissick	IT Contact:
Chief Information Officer	
216-241-5587	
jmckissick@collegenowgc.org	

XIII. Term and Payment

This agreement takes effect on **August ____, 2018** and ends on **June ____, 2019**.

Preferred starting date as arranged with Wadsworth City School District Board of Education staff:

_____

Please Check One

Submitting Complete Roster:	**OR**	**Not Submitting Complete Roster**
Daily Rate is $450.00 Please indicate that a student data roster will be submitted: ☐		Daily Rate is $465.00 Please indicate that a student data roster will not be submitted: ☐

Wadsworth High School requests 15 days * of COLLEGE NOW services. *** (Minimum 15 days)**
Total Contract amount: $6750

COLLEGE NOW invoices in October for the total amount due. Checks should be made payable to College Now Greater Cleveland, Inc. and mailed to COLLEGE NOW at 50 Public Square, Suite 1800, Cleveland, OH 44113.

XIV. Effective Date and Signatures

This MOU shall be in effect upon the signatures of the organizations' authorized officials. Agreement is indicated by signatures and date below:

Lee Friedman	CEO		
COLLEGE NOW Authorizing	Official Title	Wadsworth City School District Board of Education	Official Title
			
	March 5, 2018		
Signature	Date	Signature	Date

COLLEGE NOW AND FERPA

We are very pleased to provide advising services at your school this year. We value our relationship and the opportunity to serve your families. We are grateful for the confidence you place in us.

Part of the College Now advisor's job is to track in a web-based student database all the services provided to a school. As you may imagine, this is a large part of the job and can require a fair amount of time. It is necessary however, for several reasons:

- College Now is a non-profit organization and we rely on grant and donor funding for a large part of our budget and the ability to offer our services at a subsidized rate. As a result, we need to report to our funders aggregate (not student-level) data about our advising work.
- College Now continually works to improve services, achieve outcomes, and maximize effort at the lowest cost.
- College Now subscribes to the National Student Clearinghouse (NSC) so that we may obtain persistence and graduation rates for the students we work with. In order to receive accurate data from NSC, we must have accurate student data. We are **FERPA** Compliant. For a detailed description of FERPA guidelines, see page 2 of this document.
- The ability to reduce data entry time, increases our ability to serve more students and families.
- At the end of the year, College Now will provide a report to you about our advising work in your school. We want that report to provide a complete picture of all the work we have done with your students and could provide a more comprehensive college and career readiness analysis.

Per our MOU we are requesting an electronic student data set that conforms to the template attached.You can email the student data template to College Now's Director of IT, Jeff McKissick jmckissick@collegenowgc.org. If you have any questions, please contact Jeff or me at 216-241-5587.

Thank you.

WHAT IS FERPA?

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the Cleveland Heights HS level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. **However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):**
    - School officials with legitimate educational interest;
    - Other schools to which a student is transferring;
    - Specified officials for audit or evaluation purposes;
    - **Appropriate parties in connection with financial aid to a student;**
    - Organizations conducting certain studies for or on behalf of the school;
    - Accrediting organizations;

- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile justice system, pursuant to specific State law.

http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html

College Now
Greater Cleveland
Developing Tomorrow's Talent Today

Wadsworth High School

MENU OF IN-SCHOOL ADVISING SERVICES

ATTACHMENT TO MEMORANDUM OF UNDERSTANDING

Please check off services requested and return with Memorandum of Understanding

- ☐ College and Career Planning
- ☐ Career & college exploration-finding the "best fit"
- ☐ ACT/SAT registration, including fee waivers when applicable
- ☐ Introduction to the ACT
- ☐ College application assistance, including fee waivers when applicable
- ☐ Essay writing assistance
- ☐ Scholarship searches
- ☐ Financial aid application assistance, including FAFSA, CSS Profile, others
- ☐ Special circumstance assistance
- ☐ Verification assistance
- ☐ Financial aid award letter comparison
- ☐ Application for College Now scholarships, provided funding is available

Special Programs included with in-school advising services:

- ☐ Senior Parent Night
- ☐ Junior Parent Night
- ☐ College Night
- ☐ Financial Aid Night
- ☐ Transition to College Program

Additional Programs offered at extra cost:

- ☐ College Visit Planning (transportation may be extra and will be billed to the school)
- ☐ ACT Preparation Course $3000/eight 2-hour sessions

CONTRACT FOR SERVICES
SUPERVISED BY ESC BOARD

This **AGREEMENT** is entered into this 9th day of April, **2018** between **Wadsworth City Schools**, Medina County, Ohio, (hereinafter referred to as "LEA" Local Education Agency) and the **Summit Educational Service Center Governing Board**, Cuyahoga Falls, Ohio (hereinafter referred to as the "ESC Board").

1. The ESC Board shall provide to the LEA, the following services for during the **2018-2019** school year (hereinafter referred to as "the Service'):

   15 days of Educational Audiologist Services at $560.00 per day

2. The ESC Board shall hire and pay an individual to provide the Service (hereinafter referred to as "the Service Provider").

3. The LEA shall pay the ESC Board the sum **not to exceed $8,400.00** by the end of the term indicated in paragraph 1, above for the agreed number of days indicated in paragraph 1, above. This sum shall not be subject to any pro rata reduction for days on which the Service Provider is assigned to the LEA but does not work for the LEA due to sick or emergency leave. If, due to long term illness, the Service Provider does not work for five (5) consecutive work days or more and the ESC Board does not provide a substitute, the LEA may claim a pro rata reduction of this sum for those days not provided as a result of the long term illness. There shall be no pro rata reduction of the sum for time spent by the Service Provider on ESC supervision, staff development and inter-district projects related to the assigned work.

4. The ESC Board shall assign the Service Provider to the LEA for the specified number of days during the term specified in paragraph 1, above.

5. The ESC Board shall attempt to make arrangements for a substitute for the Service Provider when the Service Provider is on extended leave.

6. The LEA shall provide adequate workspace for the Service Provider, if necessary.

7. The ESC Board shall provide all supplies, materials, equipment, clerical support, mileage reimbursement and staff development for the Service Provider. The need for such items shall be determined by the ESC Board.

8. The ESC Board shall supervise the Service Provider in the provision of the Service and shall evaluate the Service Provider in accordance with Section 3319.111, Ohio Revised Code.

9. The ESC Board shall determine the work schedule and work rules of the Service Provider.

10. The Service Provider shall follow the ESC Board's policies concerning wage and benefits.

11. The Service Provider shall follow the ESC work rules, including but not limited to, reporting procedures and working conditions.

12. The Service Provider shall report times worked in the manner prescribed by the ESC Board and complete the necessary ESC Board leave forms when necessary.

13. The Service Provider shall abide by the customs of the LEA.

WADSWORTH CITY SCHOOL DISTRICT
(LOCAL EDUCATION AGENCY)

By: _____
Title Superintendent

Date: April 9, 2018
Date

By: _____
Title Treasurer

Date: April 9, 2018
Date

SUMMIT EDUCATIONAL SERVICE CENTER GOVERNING BOARD

By: _____
Title: President, Governing Board

_____

By: _____
Title: Treasurer of Governing Board

_____

Educational Service Center of Medina County
2017-2018
Service Agreement Amendment for:
The Wadsworth City School District

The Educational Service Center of Medina County (ESCMC) and the Wadsworth City School District (WCSD) enter into amending the agreement for the ESCMC to provide Special Education Services to the WCSD. Through this agreement, the parties agree to the following terms:

Terms and Assurances

This agreement will be in effect for the 2018 fiscal year (August 1, 2017, to June 30, 2018).

The ESCMC will provide the following services to the WCSD.

ASL Services	$45.00/hour @ 662/hours (increase from 560/hours to 1252/hours)	$29,790.00

- Fiscal/Facility Fee — 3% of total contract
- Mileage will be charged at the approved IRS rate for all required travel between buildings.
- Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).
- The Wadsworth City School District (WCSD) will be billed on a monthly basis and agrees to pay the Educational Service Center of Medina County (ESCMC) the contact amount of $29,790.00 (plus mileage and fiscal fee) for the services specified in this agreement.

For the Educational Service Center of Medina County

_____
Treasurer Date

_____
Superintendent Date

For the Wadsworth City School District

_____
Treasurer Date

_____
Superintendent Date

With regard to any therapy services provided by the ESC pursuant to this Agreement, the ESC (1) will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

Revised 4/5/2018

WADSWORTH CITY SCHOOLS | 2018-2019 CALENDAR

AUGUST 2018

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

16	No School (Teacher Work Day)
17	No School (Teacher Work Day)
20	No School (Prof. Dev. In-service)
21	First Student Day

T-12 S-9

SEPTEMBER 2018

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3	No School (Labor Day)
6	WMS/WHS 2-hr. Delayed Start
28	No School (Prof. Dev. In-service)

T-19 S-18

OCTOBER 2018

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

11	WMS/WHS 2-hr. Delayed Start
18	No School (PreK-6 only) - Conferences 11:30 a.m. – 7 p.m.
19	No School (Teacher Comp. Day)

T-23 S-22
S (PreK-6)-21

NOVEMBER 2018

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1	WMS/WHS 2-hr. Delayed Start
2	No School (PreK-6 only) – Conferences 8:10 a.m. – 3:40 p.m.
9	No School (Prof. Dev. In-service)
22-26	No School (Thanksgiving Break)

T-19 S-18
S (PreK-6)-17

DECEMBER 2018

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

6	WMS/WHS 2-hr. Delayed Start
24-31	No School (Winter Break)

T-15 S-15

JANUARY 2019

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1-4	No School (Winter Break Cont'd.)
10	WMS/WHS 2-hr. Delayed Start
21	No School (Martin Luther King Day)

T-18 S-18

1	No School (Prof. Dev. In-service)
7	WMS/WHS 2-hr. Delayed Start
18	No School (President's Day)
20	No School (Gr. 9, 10, & 12 only)

T-19 S-18

FEBRUARY 2019

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

7	WMS/WHS 2-hr. Delayed Start

T-21 S-21

MARCH 2019

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1-5	No School (Spring Break)
11	WMS/WHS 2-hr. Delayed Start
19	No School (Good Friday)

T-16 S-16

APRIL 2019

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

2	WMS/WHS Delayed Start
24	Baccalaureate
26	Commencement
27	No School (Memorial Day)
30	Last Student Day
31	Teacher Work Day

T-22 S-21

MAY 2019

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3	Teacher Comp. Day

T-1 S-0

JUNE 2019

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

K-4 Trimesters (174 days)

Aug. 21 – Nov. 16 (58 days)
Nov. 19 – March 1 (59 days)
March 4 – May 30 (57 days)

Gr. 5-6 Qtrs. (174 days)

Aug. 21-Oct. 19 (40 days)
Oct. 22-Dec. 21 (40 days)
Jan. 7-March 15 (47 days)
March 18-May 30 (47 days)

Gr. 7-12 Qtrs. (176 days)

Aug. 21-Oct. 19 (41 days)
Oct. 22-Dec. 21 (41 days)
Jan. 7-March 15 (47 days)
March 18-May 30 (47 days)

Conference Dates:

PreK-6: 10/17 (4:30-8:00 p.m.), 10/18, 11/2, 2/7 (4:30-8:00 p.m.)
WMS:
WHS:

If the district falls below the minimum hours required in a school year due to calamity days, hours will be added at the end of the school year, beginning May 31, 2019.

AGREEMENT

This Agreement is entered into between the **Wadsworth City School District Board of Education** ("Board") located at 524 Broad Street, Wadsworth, Ohio and **Explorica, Inc.** ("Explorica"), located at 145 Tremont Street, Boston, Massachusetts on the date stated below.

WHEREAS, the Board and Explorica have entered into an agreement, a copy of which is attached to this Agreement as Exhibit A, pursuant to which Explorica will provide educational tour services for students of the Wadsworth City School District; and

WHEREAS, in connection with the educational tour, one or more Group Leaders will be engaged in scheduling, organizing, chaperoning and providing other support in connection with the educational tour; and

WHEREAS, all expenses of the Group Leaders are part of the agreement for tour services between the Board and Explorica; and

WHEREAS, the Board and Explorica wish to clarify the manner of selection of the Group Leaders in order to ensure compliance with Ohio laws and regulations regarding the payment of Group Leaders' necessary travel expenses in connection with the educational tour as a term and condition of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The Board shall have the exclusive authority to select, assign, reassign, or substitute Group Leaders for the educational tour.

2. The Board assigns the following persons to serve as Group Leaders:

   Valerie May

   Melissa Eaton

3. The Board may change or substitute any or all Group Leaders as the Board in its sole discretion deems appropriate. Such change or substitution of Group Leader(s) by the Board may be for any reason or no reason at all and made at any time as determined solely by the Board.

4. This Agreement shall supersede any terms and conditions pertaining to the selection, retention or substitution of Group Leaders for the educational tour, as may be contained Exhibit A or in any other agreement, terms and/or conditions between the Board and Explorica.

5. The Parties acknowledge that they have read and understand this Agreement, and that they have authority to enter into this Agreement and bind the Party.

6. Jurisdiction over any dispute, as between the Board and Explorica, surrounding the educational tour including, but not limited to, this Agreement or the agreement for tour services shall be in the Medina County Court of Common Pleas, Medina Ohio.

EXPLORICA, INC.

By: Jean E Jarvoit

Date: 4/6/18

THE WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

By: _____ _____

Board President (in his official capacity only) Date

By: _____ _____

Superintendent (in his official capacity only) Date

Board Resolution Number: _____

*This Agreement has no legal effect absent Board approval.



explorica®
travel. learn.

School Board Packet

Paris, City of Light

June 4, 2019 - June 11, 2019

Contents

Introduction…….. 2
Hotel Examples……3
Meal & On Tour Info…..…….. 4
Safety Information……....5
Liability Policy……... 6
Payment Options……...7
Insurance Policy…… 8
Positive Feedback……..11
Tour Specifics……12

145 Tremont Street, 6th fl. Boston, MA 02111 tel: 1.888.310.7121 fax: 1.888.310.7088



Welcome to Explorica and thank you for your interest in student travel!

As a licensed tour operator, Explorica is proud to be able to give your students the opportunity of a lifetime! When your school travels with Explorica, you'll bring your classroom lessons to life and offer your students valuable exposure to a city outside of their home town. An educational adventure for both you and your students.

Before we begin, please review a little more about us:

Founded in 2000, Explorica helps teachers create educational tours full of authentic, interactive learning experiences. We specialize in connecting teachers and students to new cultures, languages and people on educational tours across the globe.

We believe we can create a better world by enriching every student with a cultural experience through travel. We aim to be the product leader in educational travel, helping teachers and students discover the wonders of the world through safe and reliable tour experiences. And we do this with a passion for delighting customers and connecting travelers to the world.

Explorica's combination of exclusive online tools and personalized service enables us to create tours uniquely suited to provide both the best value and the most customized tours in the industry.

Every Explorica tour includes flights or bus transportation, accommodations, on-tour transportation, most meals and an expert, full-time Tour Director dedicated to your group. And with our veteran Program Consultants, Customer Care Representatives, and comprehensive, user-friendly website, we're always here to support you from the moment you contact us, to the minute you shout bon voyage!

Join more than 750,000 teachers and students in experiencing the world on Explorica tours!

Happy travels!

Sincerely,
Matt Wertz
President & CEO

145 Tremont Street, 6th fl. Boston, MA 02111 tel: 1.888.310.7121 fax: 1.888.310.7088



Hotel Information

Even though you'll be far from home, your comfort won't be compromised. Because when you travel with Explorica, you'll stay in clean, safe, attractive hotels that provide modern amenities and easy access to major attractions.

It is Explorica's policy to accommodate students in safe and clean hotels. We follow the three "C"s for our hotels – clean, comfortable, and convenient to the city. Upgraded hotels are available upon request.

The selection of our hotels is based on proximity to tour sights, comfort, quality, and safety. Students are roomed in either triple or quad accommodations based on the hotel availability. Paying adults (23 or older) are roomed in twin/double accommodations and charged the $45 per night double/twin rooming supplement $75 per night for cruises and ferries). The cost for adults to upgrade to a single room is $40/night.

HOTEL SAMPLE SPECIFIC TO PARIS, FRANCE

Hotel Ibis Paris La Villette

Central Standard Quality

Hotel Description

The ibis Paris La Villette hotel located in northeast Paris is a quick 10-12 minute walk from Ourcq metro station (line 5) and Corentin Cariou (line 7). All guest rooms are equipped with comfortable bedding, desk, TV, free Wifi and private baths. Other amenities include an ibis Kitchen Pizza&Pasta restaurant and 24-hour snack service.

Group Leader Evaluations

Hotel was located on a canal which was a real plus for walking and enjoying the outdoors at the end of the day. The rooms were clean and the beds were comfortable.

145 Tremont Street, 6th fl. Boston, MA 02111 tel: 1.888.310.7121 fax: 1.888.310.7088



Meal Information

Explorica provides breakfast and dinner daily on all tours (unless otherwise indicated on your itinerary. Explorica makes sure all travelers get a unique experience through their meals, such as a tapas dinner in Spain, crepes in France or wiener schnitzel in Germany.

Tour Director

Your Tour Director is responsible for organizing the overall logistics of the trip. He or she will be with you from the beginning of the tour until the end to oversee the arrangements for all transportation, meals, accommodations, and sightseeing. The Tour Director can also provide very general information and suggestions for your free time. Local guides are your resource for detailed destination information.

Communication on Tour

Explorica provides a Tour Diary for each group that travels. We were the first company to develop the diary and have been providing this service for 10 successful years. Our online Tour Diary lets parents and friends see pictures of the group as they travel, so they know their children are safe, happy, learning and having fun. Here is an example of a posting for a group that traveled on our England and Scotland tour April, 2013:

> "Day 3 - We left our hotel near Glasgow and headed up north into the Trossachs National Park to make our first stop in the village of Luss on the banks of Loch Lomond. We walked down to the and along the beach and up through the village. Next we followed the sides of the loch all the way up, making some photo stops along the way until we came to a rest-stop called 'The Green Welly' where we made a lunch break. This afternoon we arrived in the very heart of the highlands, driving across the barren landscape and making a photo stop in the Glencoe valley, scene of the Glencoe Massacre back in 1692. We learnt about the clan difficulties at the time and the Jacobite movement. Next we got great views of the UK's highest mountain, Ben Nevis, as we headed around the western coast and across the Grampian mountains. We stopped in some cute highland villages and saw a game of Shinty (like a kind of highland hockey). We've arrived at the hotel now, our base for exploring more of the Highlands tomorrow!"

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Company Information and Safety

›All Tour Directors come highly recommended with at least 5 years work experience in the industry.

›Explorica has a $50 million Liability Insurance Policy (see below). We can have the school information printed on the certificate before traveling.

›Explorica offers each traveler the option to purchase the Travel Protection Plan at $12/day or $18/day for the Travel Protection Plan Plus.

›We are a member of USTOA: United States Tour Operators Association $1 Million Travelers Assistance Program. As an Active Member of USTOA, Explorica Inc., is required to post $1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of Explorica, Inc. customers in the unlikely event of Explorica, Inc. bankruptcy, insolvency or cessation of business. Further, you should understand that the $1 Million posted by Explorica, Inc. may be sufficient to provide only a partial recovery of the advance payments received by Explorica, Inc. Complete details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by email to information@ustoa.com or by visiting their website at www.USTOA.com.

›In addition to the USTOA, Explorica is affiliated with the following notable organizations: Student Youth Travel Association (SYTA), National Tour Association (NTA), European Tour Operators Association (ETOA), Better Business Bureau (BBB), International Air Transportation Association (IATA), World Youth Student & Educational (WYSE) Travel Confederation, British Educational Travel Association (BETA)

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Liability Policy

To Whom It May Concern,

We understand that many school officials have expressed concern about allowing their students to travel. We want to assure you that the safety of the tour participants is Explorica's number-one priority and that we have policies and procedures in place to protect the school, school district, teachers, and participants involved with this tour.

Explorica has a $50 million liability policy with Zurich Insurance Group that protects 3rd parties and tour participants (students, teachers, chaperones) for injuries and damages resulting from Explorica's negligence. We know that school officials should not have to assume responsibility for the safety of their students while on tour, and with Explorica, they don't. Explorica has taken all precautions to best protect the students and other tour participants..

We of course share your concern for the students' safety and peace of mind. Our optional Cancel for Any Reason travel protection plan provides medical, baggage, and cancellation insurance coverage for our travelers. We also have a network of support staff in the United States as well as a 24-hour emergency service for groups and their families. We offer additional peace of mind for parents and friends of our travelers by providing an online "Tour Diary" that is updated with pictures and journal entries by the Tour Director throughout the trip. If you would like to discuss this matter further, we would be happy to speak with you at any time. Please call us at 1.888.310.7120.

Sincerely,
Dan Kellerd
Executive VP Operations

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Payment Options

FULL PAYMENT

Pay in full at time of enrollment.

MONTHLY AUTOMATED PLAN

Pay your $50 deposit plus any travel protection plan fees with a credit card or checking account upon enrollment, and the balance of your Tour Fee will be automatically charged to your card or debited from your account in equal monthly installments until 35 days prior to your departure date. Please note that you must make all payments by credit card, debit card, or checking account. If two consecutive payments are returned NSF or declined, we will change your account to the 4-Step Manual Plan.

4-STEP MANUAL PLAN

Pay your $99 deposit upon enrollment, and then pay $500 toward your balance 30 days later. At 120 days prior to departure 75% of the balance is due. At 75 days prior to departure the remainder of the balance is due. You must make each payment manually.

GENERAL PAYMENT INFORMATION

We accept MasterCard, Visa, ACH checking account payments (and require a credit card or ACH payment for our monthly payment plan), money orders, and personal checks. Please note personal checks are only accepted until 75 days prior to departure and ACH payments until 65 days prior to departure.

Each month we will automatically charge the credit cards or debit the checking accounts of participants who choose our monthly payment plan; we will send email reminder of payments due to all other participants approximately two weeks in advance of the payment due date. You will receive payment reminders only through email and not through the mail. Payments that are late are subject to a $50 late fee. The date of payments is determined by the date of receipt at Explorica. If you are not paid in full by 75 days prior to your departure or do not meet the conditions of your payment plan, then your tour reservation will be cancelled (subject to standard cancellation policy).

Payments rejected due to insufficient funds, disputed by your credit company, returned to us by the drawer's bank, or returned due to a stop-payment order are subject to a $30 non-refundable fee. We reserve the right to cancel reservations for any participant who does not meet his or her contractually obligated payment schedule. Any bounced checks are subject to a $30 non-refundable fee.

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Insurance Policy

EXPLORICA'S TRAVEL PROTECTION PLANS

Through Trip Mate, our third-party travel protection plan provider, four out of five Explorica travelers protect their tours with our travel protection plans. Explorica offers two great plans that help protect your educational travel investment.

EXPLORICA'S TRAVEL PROTECTION PLAN

Our standard travel protection plan covers you for the following events:

- ›A traveler's injury, sickness, or death of a family member
- ›Theft of passport or visas
- ›Flight cancellations due to strike or bad weather
- ›Loss of luggage and personal effects
- ›Trip cancellation or trip interruption due to covered reasons such as a covered sickness, illness, injury or death
- ›Trip cancellation or trip interruption due to terrorist acts, as defined

EXPLORICA'S TRAVEL PROTECTION PLAN PLUS

Along with providing you the same benefits as our standard Travel Protection Plan, the Explorica Travel Protection Plan Plus also includes our exclusive Cancel For Any Reason Waiver Benefit. With our Cancel For Any Reason Waiver Benefit, if you cancel your trip for any reason not otherwise covered by this policy, we will reimburse you for 75% of the non-refundable cancellation fees which apply to your trip, provided:

1) Payment for this plan is received by Explorica within 14 days of your initial deposit/payment for your trip; and

2) You cancel your trip thirty (30) days or more before your scheduled trip departure date.

This Cancel For Any Reason Waiver Benefit does not cover: 1) penalties associated with any air or other travel arrangements not provided by Explorica; or 2) the failure of Explorica to provide the bargained-for travel arrangements due to cessation of operations for any reason.

The Cancel For Any Reason Waiver Benefit is provided by Explorica and is not an insurance benefit underwritten by United States Fire Insurance Company and must be purchased within 14 days of your initial payment for your trip.

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Insurance Policy Cont.

TRAVEL PROTECTION PLAN BENEFITS

The following benefits apply to both of Explorica's high-quality Travel Protection Plans:

TRIP INTERRUPTION

If you have to interrupt your Explorica trip after departure due to a covered injury, sickness, or death (your own or that of a traveling companion or a family member) or for other covered reasons such as: cancellation of arrangements by an airline due to strike or bad weather; a documented theft of passports or visas; or a terrorist incident which occurs in a city which is listed on the itinerary of your trip and within 30 days prior to your scheduled departure date for your trip, as defined, you will be reimbursed up to the trip cost for the unused, non-refundable land or water arrangements and the additional transport charges paid to return home or to rejoin your trip (limited to economy one-way airfare, or first class if your original tickets were first class).

TRAVEL DELAY

Reimburses up to $100 per day (maximum of $500) for reasonable accommodation and traveling expenses until travel becomes possible if you are delayed for 12 hours or more due to a covered reason such as a common carrier delay; injury, sickness, or death of you or your traveling companion; quarantine; loss of passport, travel documents, or money; or natural disaster.

MEDICAL EXPENSE/EMERGENCY ASSISTANCE

Provides reimbursement up to $25,000 for reasonable and customary medical expenses incurred while on your trip; emergency dental treatment received during your trip, up to $750; the costs for emergency transport to home or an appropriate hospital, including escort expense (both, if deemed necessary by the attending physician), for a covered injury or sickness which occurs while on your trip; or the cost of homeward carriage if deceased, up to $50,000.

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Insurance Policy Cont.

BAGGAGE & PERSONAL EFFECTS

Coverage up to $2,000 for direct physical loss or damage to your baggage, passports, or visas while on your trip. A $600 maximum limit applies to jewelry, gems, watches, cameras and camera equipment, and furs; a $300 per article limit applies to all other items. If, while on your trip, your baggage is delayed for more than 24 hours, we will reimburse you up to $100 for the purchase of necessary additional clothing and personal articles.

PRE-EXISTING CONDITIONS WAIVER

The plan exclusion for pre-existing conditions is waived if you purchase the plan within 14 days of your initial deposit/payment for your trip.

A "Certificate of Coverage" which provides complete details of the plan, including conditions, exclusions, and limitations, is available to you on our website under the Travel Protection Plan or is available to you at any time by request.

The Explorica Travel Protection Plan benefits are administered by: Trip Mate, Inc. (In CA, dba Trip Mate Insurance Agency), 9225 Ward Parkway, Suite 200, Kansas City, Missouri 64114; tel. 1.800.888.7292.

The Explorica Travel Protection Plan is underwritten by United States Fire Insurance Company, Morristown, NJ.

The cost for Explorica's Travel Protection Plan is $12 per day of your tour, maximum $180. This plan must be purchased at the time of enrollment, and cannot be refunded once selected.

The cost for Explorica's Travel Protection Plan Plus is $18 per day of your tour, maximum $270. This plan must be purchased at the time of enrollment, and cannot be refunded once selected.

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Positive Feedback

After every tour Explorica asks our Group Leaders to create an evaluation to judge our overall pre tour, during tour, and post tour performance as a company. Everything is judged and it is a great way to provide feedback for us to improve as a company. Often times we are given such positive feedback that we want to share it with potential Explorica group leaders.

Linda L., English & German Teacher, Bowdoin, ME
My students had the time of their lives on this trip. Our Tour Director was so knowledgable and incredible that Berlin, Prague and Munich just came alive during these ten days. What an experience!!!

Michelle D., Coburg, ON
Well-organized, educational and safe travel—I couldn't ask for more! I have students knocking on my door the first day back asking "where is the trip next year?".

Joe H., Spanish Teacher, Chandler, AZ
I LOVE teaching, but I LOVE traveling more! What better experience can we bring to the lives of our students than actually living in the countries we study about?!

Kathleen W., French Teacher, Higganum, CT
A wonderful experience for the students, especially hitting Carnivale in Venice. Our Tour Director enlivened the whole trip with his wit, charm and depth of knowledge.

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Tour Specifics

TOUR ITINERARY:

Day 1 Start Tour

Day 2 Bonjour Paris
› Meet your tour director and check into hotel
› Paris city walk: *Île de la Cité, Notre Dame Cathedral visit, Île St. Louis, Latin Quarter visit*
› Dinner in Latin Quarter

Day 3 Paris Landmarks
› Paris & Versailles guided sightseeing tour: *Arc de Triomphe, Champs-Élysées, Eiffel Tower, Champ de Mars, École Militaire, Les Invalides, Conciergerie, Tuileries, Place Vendôme, Opera House, Versailles guided excursion*

Day 4 Royal Paris
› Louvre visit
› Fragonard's Perfume Museum visit
› Seine River cruise
› Couscous dinner

Day 5 Paris
› Loire Valley châteaux excursion: *Château de Chambord photo stop, Château de Chenonceau visit, Château d'Amboise visit*

Day 6 The Art of Paris
› Musée d'Orsay visit
› Eiffel Tower ascent
› Crêperie dinner
› Île de la Cité treasure hunt

Day 7 Paris
› Optional Giverny guided excursion $80
› Sacré Coeur visit
› Farewell dinner

Day 8 End Tour

TOUR INVESTMENT:
Travelers under 23 years $3,741.00*
Travelers 23 and above $4,136.00*

**Sign up before 2/28/2018 using the scholarship 2019earlybird for this price!*

INCLUDED:
Round-trip airfare, on-tour tipping, all transportation, sightseeing tours and site visits, all hotels with private bathroom, breakfast and dinner daily, full-time multi-lingual tour director.

International travel registration form

Applications must be received 105 days prior to the tour's departure (110 days prior for tours departing 2019 or later). Those received after that date will be subject to the late sign up policy. Applications received after 5 P.M. EST will be processed on the following business day. Consult the terms & conditions.

4 easy ways to enroll

Web: **explorica.com/signup**
Mail: Send completed form and payment to: Explorica, 145 Tremont St., Boston, MA 02111
Phone: 1.888.310.7121 **Fax:** 1.888.375.6177

Your tour information (Once processed, please log in to your Tour Center to ensure all of your information is correct.)

Teacher/Group Leader's name

☐ **I have traveled with Explorica before**

Tour Center ID

Participant information (Please print using all capital letters. Full name, including middle name, must be an exact match of your passport name.)

If not currently available, you must provide your passport information 85 days before departure.

First name (as it appears on your passport)

Middle name (as it appears on your passport)

Last name (as it appears on your passport)

Suffix

Street

City

State

ZIP code

Country of residency

Passport number

Country of issue

Traveler nationality

Issue date

Expiration date

Email (Required for tour and billing communication)

Home phone

Date of birth ____/____/____ MM DD YY

Sex ☐ Male ☐ Female

Emergency contact info (required)

First & last name

Email

( ) Primary phone

( ) Secondary phone

Additional options

Travel protection

☐ Enroll in Explorica's Travel Protection Plan Plus—$18 per tour day, maximum $270.

☐ Enroll in Explorica's Standard Travel Protection Plan—$12 per tour day, maximum $180.

☐ I decline travel protection. If I cancel my tour, I may lose some or all of my tour fee.

For more information, visit explorica.com/protect.

Room upgrades

☐ I am under 23 years of age and would like to upgrade to a twin/double room. ($45 per night. $75 per night on cruise ships/ferries.)

☐ I am at least 23 years of age and would like to upgrade to a single room. ($85 per night. Not available for cruise ships/ferries.)

Optional extras

Must be selected at the time of enrollment. Changes cannot be made once options are selected. Please see terms & conditions.

☐ **Land only** I wish to arrange my own flights.

☐ **Alternate U.S. gateway** _____
I wish to start and end my trip at a different U.S. airport than my group. ($145 + airport fees)

☐ **Stay-ahead** I wish to arrive at my destination ahead of my group. ($145)
Number of extra days _____

☐ **Alternate arrival gateway** _____
I wish to arrive in a city that's not on my group's itinerary. (Additional fees apply)

☐ **Stay-behind** I wish to stay in my destination after my tour ends. ($145)
Number of extra days _____

☐ **Alternate return gateway** _____
I wish to return home from a city that's not on my group's itinerary. (Additional fees apply.)

Payment information

Payment Plan

☐ **Full payment** Pay entire balance now.

☐ **Monthly automated plan** Pay $50 deposit (and selected travel protection cost) now, and the balance will be divided into equal monthly payments until 35 days prior to your departure (checking account) or 65 days prior to your departure date (credit/debit card).

☐ **4-step manual payment plan** Pay $99 deposit (and selected travel protection cost) now, $500 down payment 30 days after your enrollment is processed, 75% of your balance 105 days before departure (110 days prior for tours departing 2019 or later), and tour balance 65 days prior to departure. **Payments are not automated.**

Payment Method

Applications submitted without payment will not be processed.

☐ **Checking account** I enclosed my initial deposit, and I authorize that my checking account will be used for future monthly payments.

☐ **Credit/debit card:** ☐ Visa ☐ MasterCard

Card number

Expiration date

Card security number
(Three or four digit number printed on the back of your card)

Cardholder's name

Billing address for this card: ☐ Same as above

Street

City

State

ZIP code

☐ **I have read and fully understand the "Participant Release & Agreement" and the "Terms & Conditions" as supplied herewith.**

Participant

Date

☐ **I have read and fully understand the "Participant Release & Agreement" and the "Terms & Conditions" as supplied herewith.**

Participant's parent/guardian (required if the participant is a minor)

Date

Participant Release & Binding Arbitration Agreement

I, the undersigned (or my parent or guardian if I am under 18 years old),an applicant for an educational tour provided by Explorica, Inc. (hereinafter referred to as "Explorica"), agree to the following:

1 Explorica, Inc., its owners, directors, officers, employees and affiliates, your sponsoring school, teachers, chaperones and group leaders, (collectively "Explorica") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies, local ground operators, providers or organizers of optional excursions or equipment used thereon, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Explorica is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Explorica is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, acts of government, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, pests or insects, marine life or vegetation of any sort, dangers incident to recreational activities such as scuba diving, zip lining, snorkeling, paddle boarding, surfing, swimming, kayaking, sailing, canoeing, rafting, hiking, bicycling, rock climbing, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, illness, epidemics or the threat thereof or for any other cause beyond the direct control of Explorica. In addition, I release Explorica from its own negligence and assume all risk thereof.

2 My Explorica tour begins with the departure of the Explorica bus or take-off of the flight from my departure city and ends upon completion of the return flight or Explorica bus trip to the United States.

3 Without diminishing Paragraph 1 of this Agreement, I understand that Explorica is not responsible for me when I am apart from Explorica-organized activities~~, such as visits to friends or relatives, or during stay-ahead/stay-behind optional periods if the optional period does not include the services of an Explorica Tour Director.~~

AA 4/16/18

4 If I become ill or incapacitated, Explorica, or my Group Leader, may take any action they deem necessary for my safety and well-being, including attempting to secure medical treatment (at my own expense) and/or transporting me home at my own expense.

5 Explorica cannot be responsible for accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any problems associated with the same. All issues regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant. In advance of travel, each student's parent/guardian should sign a release form that grants the Group Leader or chaperone the authority to dispense over-the-counter medication in the event of an emergency during the trip.

6 I agree to abide by Explorica's regulations and the directions of my Group Leader or Explorica's personnel during my tour. Failure to do so may result in Explorica terminating me from the tour immediately. I understand that disobeying such rules or directions is cause for me to be sent home, at my own expense, with no right of refund.

7 I agree to abide by all local laws including those concerning The district code of conduct will be followed. drugs and alcohol. I understand that to abuse or disobey such laws is cause for me to be sent home, at my own expense, with no right of refund. I understand that I will be subject to the laws of the country I am visiting. AA 4/16/18

8 I understand that I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms or facilities, buses, ferries, trains, or cruise ships. I will indemnify Explorica and hold it harmless for any financial liability or obligation which I incur, or injury or damage to the person or property of others which I cause or contribute to, while participating on an Explorica tour.

9 I understand that both Explorica and my Group Leader reserve the right to refuse or cancel my enrollment for conduct which in either's sole discretion could impact the participant's ability to comply with trip regulations or which could impact the group's enjoyment of the trip and that in any such case standard cancellation fees will apply.

10 Explorica has the right to make changes in tour itineraries and departure dates and to modify transportation or lodging arrangements. In the event of changes being made, refunds will be given only in accordance with the provisions of the "Explorica Terms and Conditions" supplied herewith.

11 I understand that it is my responsibility to secure all necessary travel documents, including passport, visas, transit visa and any required travel insurance unless specifically arranged for the group by Explorica. Failure to do so does not constitute grounds for a refund except according to the normal cancellation guidelines as outlined in the "Explorica Terms and Conditions."

12 I acknowledge my choice to travel with the teacher or Group Leader organizing my group, and I understand that this choice is not the responsibility of Explorica. I understand that Explorica reserves the right to reassign my group to a replacement teacher or Group Leader should my original Group Leader be unable to, or determine not to, participate in the tour and that the standard cancellation policy will apply if I choose not to travel with the new Group Leader.

13 ~~Any film or video likeness taken of me while participating in an Explorica program and any comments or statements made by me while participating in an Explorica program may be used in future promotional or other materials published by Explorica without payment of any consideration therefor.~~

AA 4/16/18

14 I understand that as a participant or as a parent of a participant I authorize my first name and last initial to be included in an online roster.

15 This agreement, and the Terms & Conditions supplied herewith (collectively, "Agreement") constitute the entire agreement between Explorica and me. I understand that no warranty or representation not herein, including but not limited to any oral statements made to me by agents of Explorica or by my school or Group Leader, applies to any Explorica tour. This agreement may be amended or modified only in writing, signed by an Explorica officer at Explorica's main office in Boston, Massachusetts.

16 BINDING ARBITRATION. I agree that any dispute concerning, relating, or referring to this Agreement, the brochure, or any other literature concerning the tour, or the tour itself shall be resolved exclusively by binding arbitration in Boston, Massachusetts, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) Massachusetts law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable.

Explorica's code of conduct

To make sure everyone has a fun, mishap-free adventure, it's important that you follow a few basic behavioral guidelines on your tour.



Educate yourself about the culture you're visiting. Before you jet off across the world, do a little research. How do they dress? What do they eat? How do they say "hello"? This will help you adjust to the new environment and keep you from looking like a tourist.

X marks the spot. Be where you need to be when you need to be there. Always come prepared with local maps, essential phone numbers, and a watch, so it's easy for you to get to designated meeting spots on time. Scheduled activities are mandatory. ~~If you need to be excused from an activity for any reason, please ask your group leader for permission in advance.~~ AM 4/6/18

Pay attention to your surroundings. In a new environment, there's a lot to take in, but you need to stay alert. Be mindful of your safety and belongings at all times, so that you can avoid any mishaps while traveling.

Listen to your group leader and tour director. Your group leader is responsible for your safety, and your Explorica tour director is an expert in every aspect of your destination. It is important that you listen to them and do what they say at all times. This means getting places on time, respecting curfew, and following all rules in place, so everyone can have a fun and safe experience.

Organize your free time responsibly. Throughout your trip you'll have periods of free time. During this time, you should always be with a small group, and never stray too far from your meeting place. Be sure to wear a watch, carry a map, and allot plenty of time to get to your meeting place early, so the rest of your group doesn't have to wait.

Respect the people and the culture. When you travel, think of yourself as a guest in someone else's home. Even if foods, clothes, or behaviors seem strange to you, be understanding and accepting of the culture.

Illegal activities will not be tolerated. The laws abroad may be very different from the laws back home, but no matter how strange they may seem to you, follow them! If not, you are subject to the legal consequences and immediate dismissal from the tour.

Consumption of hard alcohol will not be tolerated. ~~We do not permit excessive drinking on our tours. The allowance of a glass of wine or beer at meals is up to the discretion of your group leader if you are over 18 and of legal drinking age in the country you are visiting.~~ AM 4/6/18

Offer help and support to your peers, group leader and tour director. You're all in this together! Whether a friend needs a hand lifting a suitcase, your group leader needs to get everyone quiet to call roll, or your tour director needs help learning someone's name, lend a helping hand to whoever needs it.

Damages are your own personal responsibility. If you break it, you buy it. If you damage anything in your hotel or bus or incur any additional fees (e.g. phone calls, room service, etc.), you will be held responsible and required to pay for it. If you notice any damage upon arrival, notify your tour director immediately.

Experience the world and have fun! These rules are in place to keep your entire group safe, healthy, and happy on tour. Now it's your job to get out there and enjoy the experience of a lifetime. *Bon voyage!*

Explorica terms & conditions

The following terms & conditions are valid until August 31, 2018, and for travel between October 1, 2017, and September 30, 2020.

What does the tour fee include?

- Round-trip airfare from your departure city
- Accommodations that sleep 3 to 4 per room (except on night trains, cruises, and ferries), always with private bathrooms, unless otherwise noted
- Airport transfers at destination (except when booked Land Only) and all transportation between cities, except when deviating from your group
- Local public transportation to all scheduled itinerary activities
- Breakfast daily, as per program description
- Dinner daily at your destination (unless otherwise noted)
- All excursions, led by professional local guides per program description
- City walks led by an Explorica Tour Director, per program description
- Visits to select attractions and theater tickets, per program description
- Full-time services of a professional Tour Director
- 24-hour emergency service
- A $100 discount on a future international tour or a $50 discount on a future U.S. or Canada tour with Explorica
- Access to your personal Tour Center for six months after each tour

If we fail to deliver any of the above services, we will promptly refund you its value.

What does the tour fee not include?

- Passport, visa, foreign entry/departure taxes or fees, and any required travel insurance
- Beverages at dinner
- Lunch, unless specified in the itinerary
- Optional excursions and/or extensions (including cruise shore excursions)
- Explorica's Travel Protection Plan
- Local transportation to unscheduled activities
- Tips to Tour Director, bus drivers, local guides, and cruise staff
- Weekend supplement of $35 if your departure or return flight falls on a Friday, Saturday, or Sunday (does not apply to tours to the U.S., Canada, or Puerto Rico)
- Any applicable private group fee or small group supplement
- Any applicable baggage-handling fees imposed by airlines

How do I enroll?

We use the Internet and email as our primary method of communication, a system that enables us to keep our costs—and yours—down. As such, we require a valid, current email address with which we may effectively correspond with you. Online, phone, and fax enrollments require a valid credit or debit card (MasterCard or Visa), or a valid checking account for electronic payment.

To enroll online:

Explorica strongly recommends you enroll online. It is the most immediate and seamless enrollment method, and it allows us to keep our prices low. To enroll online, go to Explorica.com and click on "Sign up."

To enroll by phone:

Call toll-free 1.888.310.7121 to speak to a Customer Care Representative.

To enroll by fax:

Complete the enrollment form in the Participant Registration Booklet and fax toll-free to 1.888.375-6177. Faxes received after 5 PM EST will be entered the following business day.

To enroll by mail:

Fill in the enrollment form in the Participant Registration Booklet and mail it to:

Explorica Inc.
Attn: Admissions
145 Tremont Street, 6th Floor
Boston, MA 02111

All mailed enrollments may be paid by check, money order, credit or debit card (MasterCard or Visa), or electronic payment from checking account.

Note: Registration date considered date received, not date marked by mail.

Enrollment deadlines

Our tours fill up fast; enroll as early as possible. All enrollments, including chaperones', received less than 105 days prior to departure (110 days prior to departure for tours departing in 2019 or later) will be subject to a $145 late enrollment service fee and must immediately be paid in full, including the service fee, by debit or credit card, certified check, money order, or electronic payment from checking account. After late enrollment applications have been received, additional charges (for last-minute flight reservations, increased Tour Fees, etc.) may apply. Late applicants will be placed on a waiting list; if no space becomes available we'll refund the full payment, minus any reinstatement or previous cancellation fees that may apply. Please be aware we cannot guarantee that participants whose enrollments are accepted less than 105 days prior to departure (110 days prior to departure for tours departing in 2019 or later) will share any of the same flight itineraries as the rest of their group.

For the complete terms governing late enrollments, please contact Explorica or visit explorica.com/faq.

What is the payment schedule and process?

Monthly automated plan

Pay your $50 deposit and optional travel protection plan costs with credit/debit card or checking account upon enrollment, and the balance of your Tour Fee will be automatically charged to your card or debited from your account in equal monthly installments until 35 days prior to your departure date (checking account) or 65 days prior to your departure date (credit/debit card). Please note that you must make all payments by credit card, debit card, or checking account. If two consecutive payments are returned NSF or declined by your bank or credit card company, we will change your account to the designated Manual Plan.

Full payment

Pay in full at time of enrollment.

4-step manual plan

Pay your $99 deposit and travel protection plan costs upon enrollment, $500 toward your Tour Fee 30 days later, and 75% of your remaining balance at 105 days prior to departure (110 days prior to departure for tours departing in 2019 or later). The final remaining balance is due 65 days prior to departure and can be paid by check, credit or debit card, or checking account. If you enroll 150 days prior to departure or later, you will make only three payments - $99 deposit and travel protection plan costs at enrollment, 75% of your remaining balance at 105 days prior to departure (110 days prior to departure for tours departing in 2019 or later), and the final balance at 65 days prior to departure. Please note that we do not automatically deduct payments on this plan; you must make each payment manually. All full-paying participants, including participants who have previously traveled with Explorica, are required to pay the $99 deposit upon enrollment. Any participant who has already paid the deposit for a previous tour will receive a $100 credit on his or her Explorica account.

General payment information

We accept electronic checking account payments, MasterCard, Visa, ACH checking account payments (and require a credit card or ACH payment for our monthly payment plan), money orders, online banking, and personal checks. Please note personal checks are only accepted until 105 days prior to departure (110 days prior to departure for tours departing in 2019 or later), and ACH payments until 65 days prior to departure. Any payments made past the final payment deadline must be paid by certified check, money order, or credit card.

Each month we will automatically charge the credit cards or debit the checking accounts of participants who choose our monthly payment plan; we will send email reminder of payments due to all other participants approximately two weeks in advance of the payment due date. You will receive payment reminders only through email and not through the mail. Payments that are late are subject to a $50 late fee. The date of payments is determined by the date of receipt at Explorica. If you do not meet the conditions of your payment plan, your tour reservation will be cancelled (subject to standard cancellation policy).

Payments rejected due to insufficient funds, disputed by your credit company, returned to us by the drawer's bank, or returned due to a stop- payment order are subject to a $35 non-refundable fee. We reserve the right to cancel reservations for any participant who does not meet his or her contractually obligated payment schedule.

Mail checks or money orders to:

Explorica Inc.
Attn: Admissions
145 Tremont Street, 6th Floor
Boston, MA 02111

What is the cancellation policy?

Before the tour begins, Explorica reserves space for each enrolled traveler and thus incurs costs. For this reason, we must charge cancellation fees. In order to protect your travel investment in the event you need to cancel your tour, Explorica strongly recommends purchasing a travel protection plan. The following cancellation policies apply for tours departing in 2018:

If you withdraw this many days prior to departure	The following cancellation fees apply
More than 140 days	$300 + $99 non-refundable fee
140–106 days	$500 + $99 non-refundable fee
105–66 days	50% of all fees + $99 non-refundable fee
65-31 days	75% of all fees + $99 non-refundable fee
30 days or less	No refund*

The following cancellation policies apply for tours departing in 2019 or later:

If you withdraw this many days prior to departure	The following cancellation fees apply
More than 150 days	$300 + $99 non-refundable fee
150–111 days	$500 + $99 non-refundable fee
110–76 days	50% of all fees + $99 non-refundable fee
75-31 days	75% of all fees + $99 non-refundable fee
30 days or less	No refund*

*If you notify us of your cancellation in writing at least 24 hours prior to your departure, you will receive a $100 refund.

All cancellation requests must be submitted in writing by mail, fax, or email to cancellations@explorica.com. If you cancel and name a replacement participant in writing at least 106 days prior to departure (111 days prior to departure for tours departing in 2019 or later), we will refund $200 of your cancellation fees. Regretfully, we cannot refund late fees, bank fees, transfer fees, travel protection plan costs, or visa fees and we cannot transfer any payments between participants. Most participants will receive their refund within six weeks.

Reinstating enrollment

Participants who have cancelled and then want to rejoin the tour must pay a $50 reinstatement fee, plus any difference between the old and new Tour Fees and any applicable late fees, and their enrollment is subject to availability and to all conditions governing late enrollments (if applicable). Travelers must also re-purchase insurance (if applicable).

What about a travel protection plan?

Through Trip Mate, our third-party travel protection plan provider, four out of five Explorica travelers protect their tours with our travel protection plans. Explorica offers two great plans that help protect your educational travel investment.

Explorica's Travel Protection Plan

Trip Mate's standard travel protection plan covers you for the following events:

- A traveler's injury, sickness, or death of a family member
- Theft of passport or visas
- Flight cancellations due to strike or bad weather
- Loss of luggage and personal effects
- Trip cancellation or trip interruption due to covered reasons such as a covered sickness, illness, injury or death
- Trip cancellation or trip interruption due to terrorist acts, as defined

Explorica's Travel Protection Plan Plus

Along with providing you the same benefits as our standard Travel Protection Plan, the Explorica Travel Protection Plan Plus also includes a Cancel For Any Reason Waiver Benefit.

With our Cancel For Any Reason Waiver Benefit, if you cancel your trip for any reason not otherwise covered by this policy, we will reimburse you for 75% of the non-refundable cancellation fees which apply to your trip, provided:

1) Payment for this plan is received by Explorica within 14 days of your initial deposit/payment for your trip; and

2) you cancel your trip thirty (30) days or more before your scheduled trip departure date.

This Cancel For Any Reason Waiver Benefit does not cover: 1) penalties associated with any air or other travel arrangements not provided by Explorica; or 2) the failure of Explorica to provide the bargained-for travel arrangements due to cessation of operations.

The Cancel For Any Reason Waiver Benefit is provided by Explorica itself and is not an insurance product. It must be purchased within 14 days of your initial payment for your trip.

Travel protection plan benefits

The following benefits apply to both of Explorica's high-quality travel protection plans:

Trip Cancellation or Interruption. If you have to cancel or interrupt your Explorica trip after departure due to a covered injury, sickness, or death (your own or that of a travelling companion or a family member) or for other covered reasons such as: Cancellation or Interruption of your Trip due to: Inclement Weather, unannounced Strike, or mechanical breakdown that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours; a documented traffic accident while en route to departure; being hijacked or quarantined; jury duty; destruction of your home or destination by fire, flood, burglary or natural disaster; being called to the emergency service of government to provide aid or relief in the event of a natural disaster; a documented theft of passports or visas; a transfer of employment of 250 miles or more; a Terrorist Incident which occurs in a city listed in the itinerary of your Trip provided the Terrorist Incident occurs within 30 days prior to the Scheduled Departure Date for your Trip; or revocation of military leave due to war.

Travel delay. Reimburses up to $100 per day (maximum of $500) for reasonable accommodation and traveling expenses until travel becomes possible if you are delayed for 12 hours or more due to a covered reason such as a common carrier delay, injury, sickness, or death of you or your traveling companion; quarantine; loss of passport, travel documents, or money; or natural disaster.

Medical expense/emergency assistance. Provides reimbursement up to $25,000 for reasonable and customary medical expenses incurred while on your trip; emergency dental treatment received during your trip, up to $750; the costs for emergency transport to home or an appropriate hospital, including escort expense (both, if deemed necessary by the attending physician), for a covered injury or sickness which occurs while on your trip; or the cost of homeward carriage if deceased, up to $50,000.

Baggage & personal effects. Coverage up to $2,000 for direct physical loss or damage to your baggage, passports, or visas while on your trip. A $600 maximum limit applies to jewelry, gems, watches, cameras and camera equipment, and furs; a $300 per article limit applies to all other items. If, while on your trip, your baggage is delayed for more than 24 hours, the policy will reimburse you up to $100 for the purchase of necessary additional clothing and personal articles.

Pre-existing conditions waiver. The plan exclusion for pre-existing conditions is waived if you purchase the plan within 14 days of your initial deposit/payment for your trip.

A "Travel Protection Plan" which provides complete details of the Trip Mate plan, including conditions, exclusions, and limitations, is available to you on our website by searching "travel protection plan" or at any time by request.

Please Note: This advertisement does not constitute or form any part of the Description of Coverage or any other contract of any kind. This plan is underwritten by: Arch Insurance Company, Jersey City, NJ. Please Note: Plan benefits, limits, and provisions may vary by state jurisdiction. To review full plan details online, go to: www.tripmate.com/wpA433E. Benefits are administered by: Trip Mate, Inc.*, 9225 Ward Parkway, Suite 200, Kansas City, MO, 64114, 1-800-888-7292 (*in CA, dba Trip Mate Insurance Agency).

For more information on Travel Protection, visit http://www.tripmate.com/wpA433E.

The cost for Explorica's Travel Protection Plan is $12 per day of your tour, maximum $180. This plan should be purchased at the time of enrollment, and cannot be refunded once selected.

The cost for Explorica's Travel Protection Plan Plus is $18 per day of your tour, maximum $270. This plan should be purchased at the time of enrollment, and cannot be refunded once selected.

Explorica is USTOA insured

As an active member of the United States Tour Operators Association (USTOA), your tour investment with Explorica is protected by USTOA's $1 Million Travelers' Assistance Program.

United States Tour Operators Association $1 million Travelers Assistance Program

Explorica Inc., as an Active Member of USTOA, is required to post $1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of Explorica Inc. Customers in the unlikely event of Explorica Inc.'s bankruptcy, insolvency or cessation of business. Further, you should understand that the $1 Million posted by Explorica Inc. may be sufficient to provide only a partial recovery of the advance payments received by Explorica Inc. Complete details of the USTOA Travelers' Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by email to information@ustoa.com, or by visiting their website at www.USTOA.com.

Are there optional extras for individual participants?

Explorica offers various options to enhance your overseas experience. You must register for the following optional extras at the time of your enrollment. Any changes to your itinerary after time of enrollment will be subject to availability and additional charges will apply. For further details, please consult an Explorica Customer Care Representative at 1.888.310.7121.

Alternate departure airport. Depart from an airport different from your fellow group members. You pay the Tour Fee from the alternate airport, plus a service fee of $145 if requested up to 130 days before departure. If requested between 129-90 days before departure, the fee is $195. This option is not available less than 90 days before departure. Additional fees may apply, and your alternate airport must be one of Explorica's gateways.

Land-only tours. On many of our tours, you may arrange for your own airline tickets and join the group at the first hotel at the first overseas destination. We will discount your Tour Fee. Special conditions may apply for travelers who are minors. Please keep in mind that you should not make any flight arrangements until you receive your final tour itinerary and departure date from your Group Leader. For more details, go to explorica.com/faq.aspx.

Stay-ahead and stay-behind options. You may wish to spend time at your destination's before or after the scheduled tour. The fee for this service is $145 if requested upon enrollment. If requested after enrollment and up to 130 days before departure, the fee is $195. Additional fees may apply if requested or changed between 129–90 days before departure. This option is not available less than 90 days before departure. We will change your airline ticket, and you are responsible for all accommodations, meals, and transfers before and after the scheduled tour. Because we will arrange your airline tickets separately from your group's, we cannot guarantee that you will share any of the same flights, and additional fees may apply.

Accommodations. All participants aged 22 and younger room together in same gender triples or quads from the entire bus group (unless otherwise noted). Hotel rooms are furnished with either single or double beds; single beds sleep just one person and double beds may be shared. Participants aged 22 and younger may choose to upgrade to stay in a double/twin room for an additional $45 per night ($75 per night on cruises and ferries). Participants aged 23 or older are required to stay in a double/twin room and are therefore automatically charged the additional $45 per night ($75 per night on cruises and ferries). Participants aged 23 or older may choose to upgrade to stay in a single room for an additional $85 per night. Single rooms are not available on night trains, cruises and ferries. The deadline for requests for double/twin or single room upgrades is 60 days before departure. For more information on accommodations, visit explorica.com/get-ready.aspx.

Optional excursions. On each program we offer a number of optional activities pre-negotiated with our overseas suppliers. Enrolling prior to departure helps us plan; we offer you a discount on each of these activities if you enroll 45 days or more before departure. For most optional activities you can enroll online up to 105 days prior to your departure date (110 days prior to departure for tours departing in 2019 or later), and you can enroll over the phone for most excursions up to 45 days prior to departure. After that date, you can register on a space-available basis only during the tour itself. Some activities require pre-booking; please refer to the individual tour itineraries for booking specifics. All optional excursions are based on 20 paying participants. If there are fewer than 20 paying participants enrolled on an optional excursion, Explorica reserves the right to add a surcharge or cancel the optional excursion at its discretion.

Are there optional tour enhancements for the group?

The following additions and alternatives must be reserved for the entire group when the Group Leader creates a Tour Center:

Stay-ahead and stay-behind. If the entire group would like to arrive at the first destination a few days earlier or stay at the final destination a few days later than the scheduled tour, Explorica can change your airline tickets. The service fee is $50 per participant, plus additional costs for land arrangements, which will be passed along to the participants. This optional tour enhancement requires a minimum of 10 paying participants.

Tour extensions. Many of our programs offer extensions to the normal tour. These extensions must be booked at the time of enrollment, must apply to the entire group, and any changes will incur additional charges. All tour extensions are based on 25 paying participants. If there are fewer than 25 paying participants enrolled on a tour extension, Explorica reserves the right to add a surcharge or cancel the tour extension at its discretion.

Accommodations. All participants aged 22 and younger room in same-gender rooms with travelers from the entire bus group. Alternatively, your Group Leader may choose to include our "Exclusive Rooming" option, which ensures that students from your group will not be mixed with students from other groups.

Adults and children under 6

Our programs are primarily developed for youths, but adults are welcome to participate. As our prices are based on youth rates, we charge a flat rate adult supplement of $125 per adult (23 years of age or older). Adults are automatically placed in twin rooms unless a single room is requested. The double/twin or single room supplement will apply in addition to the adult supplement, and will be charged even if the adult requests a triple room. We do not accept applications for travelers under the age of 6 at time of departure.

Adult tours. Our programs are primarily developed for youths, however, some groups are predominantly college-age students or adults. We offer the option of designating the group as an Adult Group. For this type of group, all participants will pay a reduced adult fee and all participants will room in double or single occupancy rooms. Depending on the selected tour type, adult groups may be combined with student groups.

General information

Any requested changes to itinerary, travel date, package type, group size, or other aspects of your tour made after your tour has been chosen may be subject to additional fees.

Please note that once a Group Leader chooses a new itinerary, new departure date, or small group supplement, that decision is binding for the group. Participants wishing to cancel their enrollments at that point must pay any applicable cancellation fees. Additionally, once a Group Leader or school board cancels a tour on behalf of the group, standard cancellation fees apply.

Guaranteed travel date tours. If your group enrolls on a Guaranteed Travel Date tour, your itinerary and departure date is guaranteed not to change. Please note that tour extensions and stay-ahead/stay-behinds are not guaranteed on Guaranteed Travel Date tours, and require a minimum number of travelers in order to run.

Private & Custom tours. Your group may elect to have its own bus and Tour Director rather than traveling with one or more other groups. A minimum group size is required for this option, and the group leader is responsible for ensuring that the minimum is met. A private tour will follow the published itinerary (including any tour upgrades or options your group has selected). Your initial price quote includes a private group fee based on your estimated group size, and that fee is variable based on the final group size and tour length. If your final group size is less than the initial quoted group size at 105–30 days prior to departure (110-30 days prior to departure for tours departing in 2019 or later), participants will be required to pay an increased private group fee. If individuals or the group chooses to cancel, or the minimum group size is not met, all applicable cancellation fees would apply.

Consolidated tours. In order for us to offer the lowest possible Tour Fees, tour prices are based on a minimum of 35 paying participants. We therefore sometimes combine smaller groups into one larger group of approximately 50 participants, giving you the benefit of meeting students and teachers from other schools. If an insufficient number of participants sign up for a tour, Explorica will collaborate with the Group Leader to find a similar or comparable tour, and participants will then pay the fees for the new tour. If no similar tour is available, the group may pay a small group supplement to run the original tour.

Changes in travel dates. For Private, Custom, and Consolidated Tours, Explorica reserves the right to change the date of departure due to heavy demand on certain peak travel dates. From October 1 to April 30, the change of date will be no more than one day in either direction. From May 1 to September 30, the change of date may be up to three days in either direction. If we suggest a change of departure from a weekday to a weekend, Explorica will waive the weekend supplement.

Changes in itineraries. Explorica reserves the right to make changes in the itinerary when deemed necessary. These changes might include shifting the order of cities visited, reversal of the tour, separate flight itineraries, or changes in airlines, cruise ships, or modes of transportation. On certain days some attractions might be closed, so we will offer a similar activity or refund the cost of the cancelled event. If your group's flight arrives late on the scheduled arrival day, we will attempt to reschedule any activities you miss on that day or provide an adequate substitute activity on another day of your tour. We cannot offer refunds for missed activities.

Airlines and airports. For departures from New York, Explorica uses JFK, Newark, and La Guardia airports interchangeably. For departures from the Washington, D.C. area, Explorica uses Baltimore, Ronald Reagan, and Dulles airports interchangeably. For departures from Florida, Explorica uses Miami and Fort Lauderdale interchangeably. For departures from Houston, we use Hobby and George Bush. For international flights to and from Scotland, Explorica uses Glasgow and Edinburgh airports interchangeably. For international flights to and from Ireland, Explorica uses Shannon, Dublin, and Cork interchangeably. For international flights to and from Italy, Explorica uses Venice and Milan interchangeably. For international flights to and from the UAE, we use Dubai and Abu Dhabi airports interchangeably. The passenger contract in use by the airline, when issued, shall constitute the sole contract between the airline and the passenger. The airlines mentioned above shall have no responsibility to any traveler aside from their liability as common carriers. Some countries require insecticide spraying of aircraft prior to a flight or while passengers are on the aircraft. Federal law requires that we refer you to the DOT's disinsection website at http://airconsumer.dot.gov/spray.htm for more information.

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of $250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact your airline representative or visit http://www.faa.gov/about/initiatives/hazmat_safety/

Airline tickets and final itinerary. We will post all travel details, including flight schedule, hotel names, and your Tour Director's name, on our website (at your personal Tour Center) prior to departure. Airline tickets or e-ticket confirmation numbers will be sent to your Group Leader before departure. Flight times, airlines, itineraries, Tour Directors, and hotel information are subject to change. Please note any request to correct a participant's first, middle, last name, or gender under 85 days prior to your departure will incur a fee. Participants are responsible for making sure that their travel documents match their airline ticket. Those who have not done so risk being unable to board their flights. All airline tickets are non-transferrable.

Passports and visas. It is each traveler's responsibility to obtain a valid passport, visas, transit visas and any required travel insurance coverage (if applicable), and notarized parental consent form. We suggest that this process be completed well in advance of departure. Please note that customs officials may not allow you to enter a country unless your passport is valid for at least six months after your return date and/or have a full blank page. All travelers must contact the appropriate embassies and consulates to inquire about and obtain any necessary visas for all countries to be visited.

Passengers with Disabilities. Any disability or allergy requiring special attention should be reported to Explorica at the time you make your reservation. We will make reasonable attempts to accommodate special needs, but we are not responsible for any denial of services by carriers, hotels, restaurants, and other independent suppliers. Travelers requiring extraordinary assistance must be accompanied by a companion who is capable of and totally responsible for providing the necessary assistance. Please refer to the Special Needs and Disabilities section of our FAQ at www.explorica.com/faq for more information.

Additional information. Each Explorica tour begins when you leave from your departure airport and ends upon completion of the return flight to the United States.

Explorica reserves the right to cancel a tour at its discretion and in any such case all monies paid to Explorica for the trip will be refunded. Decisions to cancel a tour may be based on Travel Warnings issued by the U.S. State Department. No additional compensation, for example, pre-trip preparation expenses, will be made.

Providers of certain tour activities or inclusions may require that additional waivers or terms & conditions are signed by the Group Leader, chaperone, or traveler prior to participation in that activity or inclusion. Those documents are not governed by Explorica, and it is the Group Leader, chaperone, or participant's responsibility to read and understand them prior to signing. Failure to complete these documents may result in delays or modification/cancellation of the tour inclusion, and no refund from Explorica will be provided.

Without limitation, Explorica is not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services whether occasioned by or resulting from, but not limited to, acts of force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal or terrorist activities of any kind, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, difficulty in evacuation in case of a medical or other emergency, actual, perceived or threatened epidemics, or for any other cause beyond the direct control of Explorica. For further information regarding travel to your specific destination(s), please visit the Centers for Disease Control and Prevention's Travelers' Health website (http://wwwnc.cdc.gov/travel/) as well as the State Department's International Travel website (http://travel.state.gov/travel/). I hereby acknowledge and understand the risks associated while traveling and voluntarily assume these risks in order to participate in the event sponsored by Explorica.

Please note that a participant will not be allowed to travel on an Explorica tour if his/her name does not appear on the travel roster on the day of departure or if he/she has not agreed to Explorica's terms and conditions.

Explorica Inc. is registered with the State of Florida as a Seller of Travel. Registration No. ST38044
Explorica Inc. is registered with the State of California as a Seller of Travel. Registration No. 2060558-20
Explorica Inc. is registered with the State of Washington as a Seller of Travel. Registration No. 603093174
Explorica Inc. is registered with the State of Iowa as a Seller of Travel. Registration No. TA568
Explorica Inc. is registered with the State of Hawaii as a Seller of Travel. Registration No. TAR-5388
Explorica Inc. is registered with the State of Nevada as a Seller of Travel. Registration No. 2003-0183

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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	2,408,123.52	43,152,115.72	4,484,969.27	33,441,931.95	23,291,250.53	2,373,336.59	20,917,913.94	
001 9001 GENERAL FUND: ADVERTISING /FACILITIES ACCOUNT								
20,240.63	8,326.50	34,609.86	8,000.00	8,000.00	46,850.49	10,736.00	36,114.49	
TOTAL FOR Fund 001 - GENERAL:								
13,601,307.39	2,416,450.02	43,186,725.58	4,492,969.27	33,449,931.95	23,338,101.02	2,384,072.59	20,954,028.43	
002 0000 BOND RETIREMENT SERIES 98,99,00 ISSUES								
2,594,271.58	49,250.00	2,397,657.01	0.00	2,104,160.24	2,887,768.35	0.00	2,887,768.35	
002 9300 BOND RETIRE LIBRARY 2001								
419,935.14	7,700.00	431,787.51	0.00	366,719.03	485,003.62	0.00	485,003.62	
002 9400 BOND RETIRE: 2008 BONDS ($65,650,000)								
1,945,883.11	90,800.00	18,015,603.60	0.00	16,895,125.02	3,066,361.69	0.00	3,066,361.69	
TOTAL FOR Fund 002 - BOND RETIREMENT:								
4,960,089.83	147,750.00	20,845,048.12	0.00	19,366,004.29	6,439,133.66	0.00	6,439,133.66	
003 900C COMMUNITY CENTER ENTERPRISE FUND								
117,946.71	37,073.59	37,345.59	0.00	0.00	155,292.30	1,000.00	154,292.30	
003 900S SUMMA HOSPITAL ENTERPRISE FUND								
39,650.22	7,149.40	7,149.40	2,257.00	8,452.00	38,347.62	0.00	38,347.62	
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:								
157,596.93	44,222.99	44,494.99	2,257.00	8,452.00	193,639.92	1,000.00	192,639.92	
004 0000 CONSTRUCTION FUND								
685,316.39-	0.00	0.00	24,066.00	1,358,901.46	2,044,217.85-	166,958.11	2,211,175.96-	
004 900C BUILDING FUND: CITY OF WADS. COMM. CENTER								
2,110,197.91	0.00	0.00	0.00	3,805,489.55	1,695,291.64-	169,476.72	1,864,768.36-	
TOTAL FOR Fund 004 - BUILDING:								
1,424,881.52	0.00	0.00	24,066.00	5,164,391.01	3,739,509.49-	336,434.83	4,075,944.32-	
006 0000 FOOD SERVICES								
900,763.39	85,875.07	581,504.36	83,150.22	565,124.80	917,142.95	259,378.47	657,764.48	
006 9001 FOOD SERVICE FEDERAL AWARD:								
0.00	0.00	237,778.46	55,088.16	348,938.15	111,159.69-	0.00	111,159.69-	
TOTAL FOR Fund 006 - FOOD SERVICE:								
900,763.39	85,875.07	819,282.82	138,238.38	914,062.95	805,983.26	259,378.47	546,604.79	

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	1,320.00	59,756.30	713.83	8,382.01	67,778.97	65,330.42	2,448.55	
TOTAL FOR Fund 009 - UNIFORM SCHOOL SUPPLIES:								
16,404.68	1,320.00	59,756.30	713.83	8,382.01	67,778.97	65,330.42	2,448.55	
010 900L OSFC LOCAL SHARE								
6,258,328.37	0.00	0.00	0.00	25,788.34	6,232,540.03	79,970.22	6,152,569.81	
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	137,125.68	5,367,607.39	177,700.36	5,189,907.03	
011 0000 VOCATIONAL EDUCATION CUSTOMER SERVICE FUND								
118,835.23	2,655.09	19,383.56	2,383.95	19,721.49	118,497.30	20,984.57	97,512.73	
TOTAL FOR Fund 011 - ROTARY-SPECIAL SERVICES:								
118,835.23	2,655.09	19,383.56	2,383.95	19,721.49	118,497.30	20,984.57	97,512.73	
013 900C COMMUNITY CENTER/WHS OPERATING FUND								
16,505.49	39,859.02	40,131.02	4,656.00	31,173.82	25,462.69	14,001.74	11,460.95	
TOTAL FOR Fund 013 - RECREATION:								
16,505.49	39,859.02	40,131.02	4,656.00	31,173.82	25,462.69	14,001.74	11,460.95	
014 0000 FOUR CITIES CAREER TECH COMPACT FUND								
62,706.08	0.00	159,997.10	24,358.10	215,111.40	7,591.78	14,776.84	7,185.06-	
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	196,975.20	24,358.10	215,111.40	7,591.80	14,776.84	7,185.04-	
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	0.00	322.68	20.00	125.69	4,642.32	52.85	4,589.47	
018 974B DISTRICT SPIRIT COMMITTEE FUND								
5,952.50	0.00	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	425.00	16,302.83	360.95	19,439.55	15,010.02	12,785.47	2,224.55	
018 974T TRANSPORTATION 018 ACCOUNT								
632.59	0.00	617.96	0.00	65.50	1,185.05	375.50	809.55	
018 975F FRANKLIN SCHOOL PRINCIPAL'S FUND								
4,591.65	6,786.87	19,784.70	3,656.30	11,206.00	13,170.35	14,467.00	1,296.65-	
018 976I ISHAM SCHOOL PRINCIPAL'S FUND								
4,974.61-	2,103.75	20,060.16	564.48	11,742.03	3,343.52	4,510.03	1,166.51-	
018 977L LINCOLN SCHOOL PRINCIPAL'S FUND								
9,507.41	6.00	9,364.93	725.96	9,316.18	9,556.16	4,648.31	4,907.85	
018 978O OVERLOOK SCHOOL PRINCIPAL'S FUND								
7,838.10	1,089.97	19,517.26	1,395.55	17,992.38	9,362.98	4,022.91	5,340.07	
018 979V VALLEY VIEW PRINCIPAL'S FUND								
7,351.71	0.00	4,124.14	0.00	4,274.08	7,201.77	1,897.37	5,304.40	
018 980D WMS: DOLLARS FOR DENIM PAY IT FORWARD								
490.32	0.00	820.00	0.00	727.36	582.96	300.00	282.96	
018 980M WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND								
4,399.96	1,134.00	12,460.16	2,079.18	11,415.54	5,444.58	6,374.00	929.42-	
018 981D WHS: DOLLARS FOR DENIM PAY IT FORWARD								
1,465.04	0.00	1,734.00	0.00	500.00	2,699.04	0.00	2,699.04	
018 981H HIGH SCHOOL PRINCIPAL'S FUND								
2,891.92	560.00	21,835.76	1,926.02	23,847.78	879.90	9,299.79	8,419.89-	
TOTAL FOR Fund 018 - PUBLIC SCHOOL SUPPORT:								
62,740.97	12,105.59	127,060.58	10,728.44	110,652.09	79,149.46	63,908.23	15,241.23	
019 9017 TECH PREP: NURSING - EQUIPMENT								
249.60	0.00	0.00	0.00	249.60	0.00	250.00	250.00-	
019 9024 TECH PREP: FIRE, ATH/HLTH TRAINING, NURSING								
1,213.25	0.00	0.00	0.00	35.74	1,177.51	0.00	1,177.51	
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 9106 LUKE ENG GRANT: MAKERS SPACE V.V.								
0.00	0.00	6,000.00	1,629.87	1,629.87	4,370.13	3,355.23	1,014.90	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
019 9107 MHJ GRANT: STEM CAMP								
7,980.67-	0.00	33,112.95	0.00	25,377.28	245.00-	0.00	245.00-	
019 9108 STEM CAMP LOCAL GRANTS / DONATIONS								
22,874.48	0.00	5,170.00	0.00	28,044.48	0.00	0.00	0.00	
019 9109 ALCOA STEM CLUB GRANT FY2017								
4,517.10	0.00	0.00	0.00	4,517.10	0.00	0.00	0.00	
019 9114 BELIEVE IN OHIO GRANT WHS (FY2016)								
858.71	0.00	100.00	0.00	322.59	636.12	183.65	452.47	
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	0.00	58,590.75	10,573.80	55,226.87	3,363.88	155.88	3,208.00	
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	375.88	960.29	124.12	836.17	
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	0.00	1,275.00	0.00	384.63	2,475.43	2,090.32	385.11	
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	42.77	1,127.68	0.00	1,127.68	
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	4,735.00	3,123.88	3,265.00	141.12-	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
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	
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	146.37	267.97	0.84	0.00	0.84	
TOTAL FOR Fund 019 - OTHER GRANT:	51,435.16	0.00	112,248.70	12,350.04	127,722.19	35,961.67	9,424.20	26,537.47	
020 0000 BEAR CUB ACADEMY	95,206.82	35,729.37	174,426.97	35,068.59	207,714.51	61,919.28	17,818.21	44,101.07	
TOTAL FOR Fund 020 - SPECIAL ENTERPRISE FUND:	95,206.82	35,729.37	174,426.97	35,068.59	207,714.51	61,919.28	17,818.21	44,101.07	
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	8,491.43	149.00	3,536.62	10,715.28	0.00	10,715.28	
022 9091 L & J FUND: FIELD TRIP FUND	8,474.91	0.00	10,000.00	5,912.00	10,208.74	8,266.17	2,216.43	6,049.74	
022 9512 OHSAA TOURNAMENT: BOYS BASKETBALL	79.41	0.00	1,547.00	1,491.90	1,491.90	134.51	10.00	124.51	
022 9513 OHSAA TOURNAMENT: BOYS SOCCER	146.65-	0.00	7,393.00	0.00	5,711.21	1,535.14	20.00	1,515.14	
022 9516 OHSAA TOURNAMENT: FOOTBALL	0.00	0.00	27,091.00	0.00	1,704.93	25,386.07	0.00	25,386.07	
022 9528 OHSAA TOURNAMENT: WRESTLING	699.53	0.00	7,158.00	3,179.77	7,932.77	75.24-	1,004.00	1,079.24-	
022 9532 OHSAA TOURNAMENT: GIRLS BASKETBALL	92.38	0.00	0.00	810.44	1,140.44	1,048.06-	10.00	1,058.06-	
022 9533 OHSAA TOURNAMENT: GIRLS SOCCER	656.98	0.00	5,623.00	0.00	31,017.52	24,737.54-	2,997.20	27,734.74-	
022 9536 OHSAA TOURNAMENT: GIRLS LACROSSE	45.36	0.00	0.00	0.00	0.00	45.36	0.00	45.36	

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 022 - DISTRICT AGENCY:								
15,724.38	0.00	67,303.43	11,543.11	62,744.13	20,283.68	6,257.63	14,026.05	
024 0000 WCSD EMPLOYEE BENEFITS INSURANCE FUND								
80,744.10	21,716.83	136,783.11	25,360.39	177,080.89	40,446.32	86,164.78	45,718.46-	
TOTAL FOR Fund 024 - EMPLOYEE BENEFITS SELF INS.:								
80,744.10	21,716.83	136,783.11	25,360.39	177,080.89	40,446.32	86,164.78	45,718.46-	
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	2,000.00	0.00	630.00	4,154.59	2,122.00	2,032.59	
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	571.99	23,706.48	
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	2,355.00	0.00	0.00	2,355.00	0.00	2,355.00	
TOTAL FOR Fund 029 - EDUCATION FOUNDATION FUND:								
103,577.05	0.00	4,355.00	0.00	4,919.64	103,012.41	5,693.99	97,318.42	
034 0000 CLASSROOM FACILITIES MAINTENANCE FUND								
1,991,458.41	0.00	0.00	0.00	170,521.80	1,820,936.61	0.00	1,820,936.61	
TOTAL FOR Fund 034 - CLASSROOM FACILITIES MAINT.:								
1,991,458.41	0.00	0.00	0.00	170,521.80	1,820,936.61	0.00	1,820,936.61	
071 0000 SALES TAX: PERM. IMPROVEMENTS FUND								
1,753,787.12	0.00	1,659,980.59	0.00	1,036,864.66	2,376,903.05	0.00	2,376,903.05	
TOTAL FOR Fund 071 - CAPITAL GRANTS:								
1,753,787.12	0.00	1,659,980.59	0.00	1,036,864.66	2,376,903.05	0.00	2,376,903.05	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
200 907H WEB PROGRAMMING AND DESIGN								
2,289.68	0.00	0.00	219.26	2,259.08	30.60	929.75	899.15-	
200 908H ROTARY INTER-ACT: YOUTH ROTARY CLUB								
70.99	0.00	0.00	0.00	0.00	70.99	0.00	70.99	
200 909H CADD STUDENT ACTIVTY ACCOUNT								
1.00	0.00	888.00	0.00	0.00	889.00	346.00	543.00	
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	251.88	251.88	1,103.93	0.00	1,103.93	
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	1,550.00-	25.00	0.00	0.00	1,934.44	1,043.00	891.44	
200 918H ACADEMIC CHALLENGE								
1,809.47	0.00	0.00	150.00	871.00	938.47	0.00	938.47	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
200 918W CLASS OF 2018 1,058.16	1,975.00	6,338.00	0.00	1,500.00	5,896.16	24,751.00	18,854.84-	
200 919H SPEECH AND DEBATE TEAM 3,401.52-	0.00	15,752.55	2,467.66	12,891.83	540.80-	10,312.68	10,853.48-	
200 919W CLASS OF 2019 1,449.40	0.00	30.10	0.00	0.00	1,479.50	8,320.00	6,840.50-	
200 920H N. H. S. 112.24-	644.75	1,200.25	0.00	703.30	384.71	828.50	443.79-	
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	0.00	4,060.25	0.00	341.49	6,179.19	763.81	5,415.38	
200 924C CENTRAL INTERMEDIATE STUDENT COUNCIL 3,969.09	516.00	3,304.10	136.00	3,900.89	3,372.30	1,451.74	1,920.56	
200 924H STUDENT COUNCIL 11,554.73	98.00	20,912.50	1,178.00	13,403.75	19,063.48	14,476.74	4,586.74	
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	560.52	247.50	247.50	713.48	0.00	713.48	
200 926H D. E. C. A. 272.35-	361.00	4,539.00	437.53	3,841.77	424.88	11,506.25	11,081.37-	
200 928H C.B.I.P. 179.82	0.00	0.00	0.00	0.00	179.82	0.00	179.82	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
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	0.00	702.00	514.74	1,106.74	90.79	0.00	90.79	
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	1,905.00	10,899.00	512.74	9,684.89	7,426.31	1,315.21	6,111.10	
TOTAL FOR Fund 200 - STUDENT MANAGED ACTIVITY:								
38,352.22	3,949.75	69,211.27	6,115.31	51,004.12	56,559.37	76,154.76	19,595.39-	
300 0000 WHS ATHLETICS								
29,190.12-	2,066.00	162,881.97	14,476.21	166,740.73	33,048.88-	53,814.91	86,863.79-	
300 900A WHS ATHLETICS: BENEFIT GAMES/COMM SERVICE								
0.00	0.00	8,350.45	0.00	8,349.50	0.95	0.00	0.95	
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	17,697.25	51,738.21	16,266.62	50,508.62	2,199.41	51,885.51	49,686.10-	
300 902H WHS JOURNALISM / BRUIN FUND								
1,548.96	135.00	9,037.00	780.00	4,743.45	5,842.51	8,377.76	2,535.25-	
300 910H WHS DRAMA FUND								
10,633.54	10,857.00	23,299.52	3,365.09	15,909.96	18,023.10	12,487.31	5,535.79	
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	1,640.00	2,140.00	0.00	516.00	2,306.87	0.00	2,306.87	
300 918H WHS MUSIC-VOCAL GENERAL CHOIR								
2,165.25	10,214.00	52,688.18	6,631.31	39,777.11	15,076.32	16,210.04	1,133.72-	
300 918M WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT								
3,506.14	3,317.00	50,759.00	9,296.14	44,025.39	10,239.75	21,101.96	10,862.21-	
300 918S WHS SHOW CHOIR								
420.57	430.00	2,573.70	3,993.28	3,993.28	999.01-	0.00	999.01-	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
300 9511 ATHLETIC CAMPS: BASEBALL								
3,917.01	5,035.00	5,035.00	0.00	5,344.77	3,607.24	7,057.60	3,450.36-	
300 9512 ATHLETIC CAMPS: BOYS BASKETBALL								
15,132.35	0.00	0.00	348.75	9,143.21	5,989.14	1,634.04	4,355.10	
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	3,978.99	32,921.99	2,293.45	49,963.07	6,564.77	2,577.52	3,987.25	
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	100.00	879.00	535.00	3,361.34	1,784.20-	2,656.66	4,440.86-	
300 9532 ATHLETIC CAMPS: GIRLS BASKETBALL								
21,590.73	131.00	7,631.00	372.89	13,402.35	15,819.38	2,287.88	13,531.50	
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	0.00	2,675.94	4,317.29	475.00	3,842.29	
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	480.00	550.00	220.00	1,173.50	2,242.93	662.00	1,580.93	
300 9553 ATHLETIC CAMPS: CHERLEADING								
2,993.55-	0.00	8,466.83	50.99	3,455.85	2,017.43	580.90	1,436.53	
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	299.00	4,095.00	67.50	6,453.25	19,904.69	11,890.61	8,014.08	
TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:								
148,909.21	56,380.24	422,930.35	58,697.23	429,760.45	142,079.11	193,699.70	51,620.59-	
401 9017 AUX SERVICES FY17: SACRED HEART								
19,279.65	0.00	0.00	0.00	19,279.65	0.00	0.00	0.00	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Bank Fund Balance Code
401 9018 AUX SERVICES FY 2018 SACRED HEART							
0.00	0.00	221,619.13	13,264.10	151,237.18	70,381.95	66,078.91	4,303.04
TOTAL FOR Fund 401 - AUXILIARY SERVICES:							
19,279.65	0.00	221,619.13	13,264.10	170,516.83	70,381.95	66,078.91	4,303.04
432 9090 EMIS SUBSIDY OHIO DEPT OF EDUCATION							
0.00	0.00	0.00	285.00	285.00	285.00-	378.00	663.00-
TOTAL FOR Fund 432 - MANAGEMENT INFORMATION SYSTEM							
0.00	0.00	0.00	285.00	285.00	285.00-	378.00	663.00-
451 9018 ONE NET FY 2018							
0.00	7,200.00	14,400.00	0.00	0.00	14,400.00	0.00	14,400.00
TOTAL FOR Fund 451 - DATA COMMUNICATION FUND:							
0.00	7,200.00	14,400.00	0.00	0.00	14,400.00	0.00	14,400.00
499 9017 OHIO CAREER COUNSELING GRANT: FY2017							
42,085.00	0.00	320.23	3,673.99	13,945.00	28,460.23	3,754.78	24,705.45
TOTAL FOR Fund 499 - MISCELLANEOUS STATE GRANT FUN							
42,085.00	0.00	320.23	3,673.99	13,945.00	28,460.23	3,754.78	24,705.45
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	413,321.16	95,428.50	550,780.02	137,458.86-	22,148.06	159,606.92-
TOTAL FOR Fund 516 - IDEA PART B GRANTS:							
8,736.61	0.00	413,321.16	95,428.50	691,576.99	269,519.22-	22,148.06	291,667.28-
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	0.00	21,295.96	20,481.83	85,496.17	64,200.21-	0.00	64,200.21-
TOTAL FOR Fund 524 - VOC ED: CARL D. PERKINS - 198							
0.00	0.00	21,295.96	20,481.83	106,792.13	85,496.17-	0.00	85,496.17-
572 9017 TITLE ONE FY 2017							
0.00	0.00	170,087.54	0.00	170,087.54	0.00	0.00	0.00
572 9018 TITLE I: FY 2018							
0.00	0.00	124,630.15	44,590.34	245,649.42	121,019.27-	0.00	121,019.27-

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 572 - TITLE I DISADVANTAGED CHILDRE								
0.00	0.00	294,717.69	44,590.34	415,736.96	121,019.27-	0.00	121,019.27-	
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	61,937.07	10,476.45	57,660.75	4,276.32	0.00	4,276.32	
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:								
0.00	0.00	61,937.07	10,476.45	89,874.42	27,937.35-	0.00	27,937.35-	
GRAND TOTALS:								
31,138,882.23	2,875,213.97	69,013,708.83	5,037,705.85	63,182,068.41	36,970,522.65	3,825,161.07	33,145,361.58	

WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
MARCH 2018

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**	**$ 43,186,726**	**$ (6,487,220)**	**86.9%**	75.0%
Expenditures:					
Salaries and Wages	$ 26,011,511	$ 19,826,369	$ (6,185,142)	76.2%	76.92%
Employee Fringe Benefits	$ 9,575,968	$ 7,165,317	$ (2,410,651)	74.8%	75.0%
Purchased Services	$ 6,507,973	$ 4,590,917	$ (1,917,056)	70.5%	75.0%
Supplies and Materials	$ 1,893,595	$ 1,057,829	$ (835,766)	55.9%	75.0%
Capital Outlay	$ 681,815	$ 545,835	$ (135,980)	80.1%	75.0%
HB 264 Payments	$ -	$ -	$ -		
Other	$ 468,297	$ 238,322	$ (229,975)	50.9%	75.0%
Transfers/ Advances out	$ 147,000	$ 25,343	$ (121,657)	17.2%	75.0%
Total Expenditures	**$ 45,286,159**	**$ 33,449,932**	**$ (11,836,227)**	**73.9%**	75.0%
Revenue over (under) Expenditures	**$ 4,387,787**	**$ 9,736,794**			
Ending Cash Balance	**$ 17,989,094**	**$ 23,338,101**			
Encumbrances		**$ 2,384,073**			79.13%
Available Unencumbered Balance		**$ 20,954,028**			

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	**$ 2,875,213.97**
Total Expenditures Current Month All Funds	**$ 5,037,705.85**
Total Month End Cash Balance	**$ 36,970,522.65**

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	**$ 63,182,068.41**
Fiscal Year To Date % expended All Funds	**75.1%**