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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, NOVEMBER 19, 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. November Students of the Month

Student	Grade	School
Molly Marcum	04	Franklin Elementary School
Jareth Liddy	04	Isham Elementary School
Micah Adkins	04	Lincoln Elementary School
Annabelle Boarman	04	Overlook Elementary School
Elise Moran	04	*Valley View Elementary School
Jaden Stone	06	Central Intermediate School
Benjamin Weber	08	*Wadsworth Middle School
Emma Spoerke	11	WHS Career-Technical
Dominic Restivo	12	WHS Career-Technical
Secilia Ho	12	Wadsworth High School
Jacob McDermitt	12	Wadsworth High School

*Valley View Elementary School's Brandon Ball, Grade 04, and Wadsworth Middle School's Ryan Satink, Grade 08, October Students of the Month, will also be recognized.

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

1. Emily Canning-Dean, *The Post Newspapers*
2. Nathan Havenner, *The Medina Gazette*
3. Rich Barnett, Four Cities Compact Media Communications Class
4. Tina Heiberg, Wadsworth Community Radio
5. Joe Jastrzemski, Wadsworth Community Radio
6. Tom Stugmyer, Wadsworth Community Radio
7. John Barnard, WCTV
8. Drew Bicksler, WCTV
9. John Madding, WCTV
10. Johanna Perrino, WCTV

VI. Administrative Discussion Items, Presentations, and Updates

A. Presentation: RAMP Award (Eric Jackson, Dave Ryder, Beth Beal, Jennifer Manos)

B. Discussion: CIS/OFCC Update (include Future Think Study)

C. Discussion: Staff Culture/Climate Survey Results

D. State of Ohio Safety Grant

E. November 9 Staff Professional Development Day

F. Wadsworth Grizzlies Community Foundation

G. Request for Transportation for Students Who Live Less than One (1) Mile from School

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Resignations

    a) Cynthia Stough, retirement eff. 6/1/2019
    b) Lori Robinson, retirement eff. 6/1/2019
    c) Ellen Hatfield, eff. 11/12/2018
    d) Michelle Strickland, eff. 11/19/2018
    e) Jillian Klingbeil, Varsity Volleyball Coach (supplemental contract)

2. Employments

    a) Jean Henry, Non-teaching School Employee, eff. 10/30/2018
    b) Julienne Lobello, Non-teaching School Employee, eff. 11/12/2018
    c) Heather Gaeckle, Non-teaching School Employee, eff. 11/5/2018
    d) Mark Vlcek, Non-teaching School Employee, eff. 11/12/2018
    e) Melissa Kinseher, Non-teaching School Employee, eff. 11/14/2018
    f) Kristy Doyle, Non-teaching School Employee, eff. 11/19/2018
    g) Paige Turner, Non-teaching School Employee, eff. 11/19/2018
    h) Lawren Linear, Athletic Contest Worker, eff. 8/24/2018
    i) Classified Substitutes, per attached list
    j) Supplemental contracts, per attached list
    k) Volunteers, per attached list

3. Recommendation to grant unpaid child leave under FMLA to Sarah Hissner, from the end of her allowable sick leave through December 7, 2018

4. Recommendation to grant unpaid child leave under FMLA to Taryn Busson, from the end of her allowable sick leave through March 8, 2019

5. Recommendation to grant unpaid child leave under FMLA to Alexandra Zwisler, from the end of her allowable sick leave through March 15, 2019

B. ACTION CONSENT ITEMS

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

    a) 0131, Legislative (revised)
    b) 0142.2, Conflict of Interest (revised)
    c) 0164, Notice of Meetings (revised)
    d) 0165.1, Regular Meetings (revised)
    e) 0165.2, Special Meetings (revised)
    f) 0165.3, Recess/Adjournment (revised)
    g) 0166, Executive Session (revised)
    h) 0168, Minutes (revised)
    i) 0169.1, Public Participation at Board Meetings (revised)
    j) 1240.01, Non-Reemployment of the Superintendent (revised)
    k) 1422, Nondiscrimination and Equal Employment Opportunity (revised)
    l) 1541, Termination and Resignation (revised)
    m) 1662, Anti-Harassment (revised)
    n) 2111, Parent and Family Engagement (revised)
    o) 2260, Nondiscrimination and Access to Equal Educational Opportunity (revised)
    p) 2261, Title 1 Services (revised)
    q) 2261.01, Parent and Family Member Participation in Title 1 Programs (revised)
    r) 2261.03, District and School Report Card (new)
    s) 2370.01, Blended Learning (new)
    t) 2700, School Report Card (delete)
    u) 3122, Nondiscrimination and Equal Employment Opportunity (revised)
    v) 3140, Termination and Resignation (revised)
    w) 3362, Anti-Harassment (revised)
    x) 4122, Nondiscrimination and Equal Employment Opportunity (revised)
    y) 4140, Termination and Resignation (revised)
    z) 4162, Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety Sensitive Functions (revised)
    aa) 4362, Anti-Harassment (revised)
    bb) 5517, Anti-Harassment (revised)
    cc) 5517.02, Sexual Violence (revised)
    dd) 5610, Removal, Suspension, Expulsion and Permanent Exclusion of Students (revised)
    ee) 5610.02, In-School Discipline (revised)
    ff) 5610.03, Emergency Removal of Students (revised)
    gg) 5611, Due Process Rights (revised)
    hh) 6423, Use of Credit Cards (revised)
    ii) 8141, Mandatory Reporting of Misconduct by Licensed Employees (revised)

2. Recommendation to approve the Contract for Residential Facility Pupils, Agreement for Admission of Residential Facility Per Diem Pupils Pursuant to Section 2151.362(4), with the Loudonville-Perrysville Exempted Village School District for the 2018-2019 school year

3. Recommendation to approve the Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 ORC, 3323.14 ORC, and Rule 3301-48-02 (F) with the Highland Local School District Board of Education

4. Recommendation to approve the Agreement for Admissions for Non-handicapped Tuition Pupils Pursuant to Sections 3327.04, 3327.06, and 3317.08 O.R.C. with the Wooster City School District Board of Education

5. Recommendation to approve the Service Agreement between Education Alternatives and the Wadsworth City School District Board of Education

6. 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 Barberton City School District Board of Education

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

8. Recommendation to approve the Agreement for Admission for Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, and 3317.08 O.R.C. with the Barberton City School District Board of Education

9. Recommendation to approve the complimentary pass resolution for the 2018-2019 school year

10. Recommendation to approve the Ohio High School Athletic Association Tournament Site Agreement

11. Recommendation to approve the Candle Coach LLC Agreement, effective September 18, 2018

12. Recommendation to approve the Camp Christopher 2019 Spring Environmental Education Schools Program Agreement, effective October 12, 2018

13. Recommendation to approve the Planned Maintenance Agreement Terms and Conditions between Cummins and the Wadsworth City School District Board of Education, effective October 10, 2018

14. Recommendation to approve the following job descriptions:

    a) Theatre Technician Coordinator (revised)
    b) Coordinator: O.J. Work Auditorium Manager (new)

15. Recommendation to approve the following high school courses, beginning in the 2019-2020 school year:

    a) AP Physics C: Mechanics
    b) AP Seminar
    c) AP Research

d) AP Environmental Science
e) Change the course name of College Math to Senior Math

16. Recommendation to declare the following resident student impractical to transport, enabling his parents/guardians to apply for state transportation reimbursement for the 2018-209 school year (correction from 10/8/2018 Board of Education meeting agenda):

    a) Nolan Gearhart, to Julie Billart School of St. Sebastian Parish (Akron), Parent: Elaine Gearhart

17. Recommendation to accept a donation of safety buckets and safety bucket supplies from Lowe's, valued at $2,119.19

18. Recommendation to approve the Universal Service Agreement between Worxtime, LLC and the Wadsworth City School District Board of Education

19. Recommendation to approve the overnight trip to Prague, Vienna, and Venice from April 4-12, 2020

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

21. Recommendation to approve the General Terms and Conditions between ACT and the Wadsworth City School District Board of Education

22. Recommendation to approve the revised 2018-2019 and 2019-2020 school calendars

23. Recommendation to approve the Student Transportation Agreement between Education Alternatives and the Wadsworth City School District Board of Education, effective October 25, 2018

24. Recommendation to accept the donation of a mobile office to Overlook Elementary School

25. Recommendation to accept a $1,000 donation to Lincoln Elementary School from the Blue Tip Festival Committee

26. Recommendation to approve the Group Sales Agreement between Great Wolf Lodge and the Wadsworth City School District Board of Education

VIII. Items of the Treasurer

A. ACTION CONSENT ITEMS

1. Recommendation to approve the appointment of Lisa Jones to the Library Board of Trustees to fill the unexpired term of Michael Keyser. The unexpired term will end on December 31, 2023.

2. Recommendation to approve the appointment of Christopher Sieber to the Library Board of Trustees to fill the expired term of Kevin Cambell. The unexpired term will end on December 31, 2025.

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

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
November 19, 2018

Classified Substitutes

Donna Adams, eff. 10/30/2018
Courtney Black, eff. 10/31/2018
Heather Gaeckle, eff. 10/27/2018
Mark Hancock, eff. 11/6/2018
Melissa Kinseher,
Lawren Linear
Rebecca Tetlow
Wade Schneider
Michelle Strickland, eff. 11/5/2018
Hannah Takacs
Karen Jacobs, eff. 11/12/2018

Supplemental Contracts

Kate Goodrich	PDC Member (50%)
Sandra Mueller	PDC Member (50%)
Briana Lowdermilk	Power of the Pen
Lori Robinson	Middle School Social Studies Dept. Head
Larry Kaufman	8th Grade Wrestling Coach
Jason Joy	8th Grade Wrestling Asst. Coach
Jeff Shenker	8th Grade Boys Basketball Coach
Chad Wolf	7th Grade Boys Basketball Coach
James Bosley	7th Grade Boys Basketball Coach (Volunteer)
Greg Pickard	8th Grade Girls Basketball Coach
Lindsay Tenyak	7th Grade Girls Basketball Coach
James Merlo	Freshman Baseball Coach
Mike Callow	WHS Girls Lacrosse Head Coach (Volunteer)
Donna Kittle	WHS Girls Lacrosse Asst. Coach (Volunteer)
Karl Yurchiak	WHS Girls Lacrosse Asst. Coach (Volunteer)
Austin Hanna	Choir Choreographer

Volunteers

Cynthia Arends, eff. 11/7/2018
Michael Bowser
Nancy Bozzacco, eff. 11/19/2018
Tracy Campbell, eff. 11/19/2018
Hilary Derr
Diane Erhard, eff. 11/19/2018
Maria Fischetti
Kristen Friedt
Gene Kovack
Kelly Matriano-Lim, eff. 10/8/2018
Jennifer Moran
Kristie Petty
Nina Rytwinski

Kelly Smiechowski
Katlyn Smith
Michelle Stewart
Bonnie Stoops, eff. 11/19/2018
James Stoops, eff. 11/19/2018
Michael Wagner
Jessica Widmer
Janie Youngblood, eff. 11/19/2018

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
November 19, 2018

Agenda Detail Sheet

VI. Administrative Discussion Items, Presentations, and Updates

D. State of Ohio Safety Grant: As part of House Bill 318, which was signed into law in August, $12,000,000.00 was appropriated for school safety initiatives, training and school climate programs for more than 1,700 Ohio public schools. Our school district received $25,882.65 from this grant. We recently submitted our paperwork to secure the funding. We will be using the money to enhance safety in our main entrance area to each building and to purchase additional security cameras. Both of these needs were identified at our March 5, 2018 community meeting on school safety (to read more about this meeting, click here).

E. November 9 Staff Professional Development Day: Our district's Professional Development Committee planned the November 9 staff professional development day. For a detailed listing of the professional development opportunities available to our staff on November 9, please click here.

F. Wadsworth Grizzlies Community Foundation: In a recent Wadsworth City Schools' survey, 93% of Wadsworth teachers said they reached into their wallets to purchase instructional materials for their classrooms. Eighty-three (83%) of teachers surveyed said they are eager to offer additional enrichment activities in their classrooms if they received supplemental funding. Wadsworth Grizzlies Community Foundation's (WGCF) goal is be a supplemental funding source for WCS teachers and staff by offering extended learning grants to district educators. WGCF is currently accepting tax-deductible donations to provide educational enrichment grants to benefit our students and staff. WGCF's goal is to raise $5,000 in November. Contributions can be sent to Wadsworth Grizzlies Community Foundation, 524 Broad Street, Wadsworth, Ohio 44281.

"Opportunities to offer engaging and dynamic content are many, but too often teachers have to choose between reaching into their own pockets to cover the additional costs or to simply forgo these valuable lessons," said Jason Jurey, Wadsworth High School Biology teacher. "The Wadsworth Grizzlies Community Foundation will serve as a much needed lifeline to teachers allowing them to offer the impactful content that might otherwise not find its way into the classroom. I can comfortably say this will drastically change the way classroom teachers approach enrichment activities. I am certain that student performance will be impacted in an immediate and positive way."

"As a resident and small business owner in Wadsworth, I get excited about opportunities to help improve our school and community," said Kristy Hayduk, Wadsworth Grizzlies Community Foundation President. "Funded solely by donations from local individuals and business owners, we will be able to provide grants to teachers to further the education process. By providing all Wadsworth City Schools' children access to innovative and creative educational programs that they do not have currently, we are investing in the future of our community. My hope is that as the Wadsworth Grizzlies

Community Foundation grows and thrives, that we all feel the impact that is has – whether it's children that are excited about learning, teachers that want to be at Wadsworth schools, graduates that give back to their community or small business owners that hire these enriched kids – there's something to be gained for all of us. For me personally, it's knowing that I'm giving back to the community that I love."

For more information on WGCF, contact Kristy Hayduk at 216-312-5215.

WGCF email: wgcfboard@gmail.com

Like Wadsworth Grizzlies Community Foundation on Facebook

Twitter: @WadsworthGCF

G. **Request for Transportation for Students Who Live Less than One (1) Mile from School:** In June of 2016, the Wadsworth City School District Board of Education revised Board Policy 8600, Transportation, to include the following:

"*A student who lives less than one (1) mile or whose daycare provider lives less than one (1) mile from the student's assigned school within the district or to the student's non-public or community school is within allotted walking limits and will not be transported unless the parent/guardian of the student has requested transportation and there is available room on an existing bus route from an existing bus stop. Determination of "available space" is made by the Transportation Supervisor, in accordance with transportation laws and guidelines on capacity. If it is determined that space is available and the student can be transported, this decision can change throughout the school year based upon the continued availability of space, with students who live one (1) mile or more (as described above), receiving priority for transportation over those who live less than one (1) mile (as described above).*"

Since this time, we have had a number of families make a request, as stated in the policy, and their child(ren) has been transported as a result. If your child lives less than one (1) mile, as defined above, and you are interested in transportation, please contact our Transportation Supervisor, Ms. Debbie Miller, at 330-336-3571 or at dmiller@wadsworthschools.org.

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

2.(a) Jean Henry: Ms. Henry is being recommended to fill the Isham Elementary School aide position left open by the movement of Ms. Dana Younkin to another position within the district.

2.(b) Julienne Lobello: Ms. Lobello is being recommended to fill the Wadsworth High School student attendant position left open by the movement of Ms. Kris Palecek to another position within the district.

2.(c) Heather Gaeckle: Ms. Gaeckle is being recommended to fill the Overlook Elementary School crossing guard position left upon by the resignation of Mr. Williams Phillips.

2.(d) Mark Vlcek: Mr. Vlcek is being recommended to fill the Valley View Elementary School crossing guard position left open by the movement of Mr. Curt Stout to another position within the district.

2.(e) Melissa Kinseher: Ms. Kinseher is being recommended to fill the Wadsworth High School cafeteria helper position left open by the movement of Ms. Lanni Mynk to another position within the district

2.(f) Kristy Doyle: Ms. Doyle is being recommended to fill the Wadsworth High School assistant cafeteria manager position left open by the resignation of Ms. Michelle Strickland.

2.(g) Paige Turner: Ms. Turner is being recommended to fill the Valley View Elementary School cafeteria helper position left open by the movement of Ms. Phyllis Lenze to another position within the district.

B. ACTION CONSENT ITEMS

1. **Second Reading and Adoption of Wadsworth City School District Board of Education Bylaws and Policies:** The second reading and adoption of the Wadsworth City School District Board of Education policies being recommended for approval are necessary to align our district's policies with current law and/or best practices.

5. **Education Alternatives Service Agreement:** The Service Agreement with Education Alternatives being recommended for approval will allow one (1) of our students to attend the program at Education Alternatives, per the student's individual education program.

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

10. **Ohio High School Athletic Association Tournament Site Agreement:** The Ohio High School Athletic Association Tournament Site Agreement being recommended for approval is for the football regional playoff game played at Art Wright Stadium on November 2, 2018.

11. **Candle Coach LLC Agreement:** The Candle Coach LLC Agreement being recommended for approval is necessary to allow transportation for the Franklin Elementary School fourth grade field trip to Columbus on May 17, 2019.

12. **Camp Christopher 2019 Spring Environmental Education Schools Program Agreement:** The Camp Christopher 2019 Spring Environmental Education Schools Program Agreement being recommended for approval is necessary to allow the Franklin Elementary School third grade overnight field trip to Camp Christopher on May 13-14, 2019.

13. **Cummins Planned Maintenance Agreement Terms and Conditions:** The Cummins Planned Maintenance Agreement Terms and Conditions being

recommended for approval will allow us to establish a preventive maintenance plan for our generators.

14. **Job Descriptions:** The job descriptions being recommended for approval will better align our lighting and sound needs at both the O.J. Work Auditorium and the James R. McIlvaine Performing Arts Center.

18. **Worxtime, LLC Universal Service Agreement:** The Universal Service Agreement between Worxtime, LLC and the Wadsworth City School District Board of Education being recommended for approval will allow our Treasurer's Office to continue to use the Worxtime program to monitor federal Affordable Health Care Act requirements.

20. **Explorica, Inc. Agreement:** The Agreement between Explorica, Inc. and the Wadsworth City School District Board of Education being recommended for approval details the selection of chaperones for the overnight trip to Prague, Vienna & Venice from April 4-12, 2020.

21. **ACT General Terms and Conditions:** The General Terms and Conditions between ACT and the Wadsworth City School District Board of Education being recommended for approval will allow our district to administer the State of Ohio's WorkKeys exam to high school students.

22. **Revised 2018-2019 and 2019-2020 School Calendars:** The revised 2018-2019 and 2019-2020 school calendars being recommended for approval correct an error that was recently discovered. Both calendars listed a teacher comp day at the end of the school year (June 3, 2019 and June 1, 2020).

23. **Education Alternatives Student Transportation Agreement:** The Student Transportation Agreement between Education Alternatives and the Wadsworth City School District Board of Education being recommended for approval will allow Education Alternatives to transport one (1) of our students to/from their program for the 2018-2019 school year, per the student's individual education program.

26. **Great Wolf Lodge Group Sales Agreement:** The Group Sales Agreement between Great Wolf Lodge and the Wadsworth City School District Board of Education being recommended for approval provides for lodging accommodations for our high school choir trip in May of 2019.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: October 25, 2018

The Wadsworth City Board of Education met in Special Session on Thursday, October 25, 2018, at 7:33 A.M. at the Charles R. Parsons Administration Building, 524 Broad Street.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Gordon, Kramer, McComas, McDougal
Absent	
Administrators	**2**
Staff	**0**
Visitors	**0**

18-10-102 APPROVAL OF BOARD MINUTES

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

Special Session October 18, 2018

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

ADMINISTRATIVE ITEMS

18-10-103 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **Batey**, to adopt the Personnel Consent Items from the October 18, 2018, Special Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Resignations:

a)	William Phillips	Non-Teaching	(eff. 10/03/18)
b)	Tracey Tibbitts	Non-Teaching	(eff. 10/25/18)

2. Employments:

a) Hannah Takacs Non-Teaching

b) OHSAA-Sponsored Athletic Event Workers:
(Payment for all events listed is provided by Ohio High School Athletic Assoc.)

Division 1 Boys Soccer Sectional Tournament
Ellet vs. Wadsworth - Oct. 17, 2018, at Art Wright Stadium

Brad Musgrave Tournament Site Manager $40

Division 1 Girls Soccer Sectional Tournament
Highland vs. Wadsworth - Oct. 18, 2018, at Art Wright Stadium

Brad Musgrave Tournament Site Manager $40

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

18-10-104 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **McComas**, to adopt the Action Consent Items for the October 18, 2018, Special Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to approve the WeVideo Enterprise Terms of Service Agreement. **(ATTACHED)**

2. Recommendation to approve the Edulastic District Enterprise Services Agreement. **(ATTACHED)**

3. Recommendation to approve the Costume Rental Contract with Akron Design and Costume. **(ATTACHED)**

4. Recommendation to approve the Costume Rental Contract with Akron Design and Costume. **(ATTACHED)**

5. Recommendation to approve a contract with The Galaxy Restaurant and Banquet Center. **(ATTACHED)**

6. Recommendation to approve the 2019-2021 Girls' Lacrosse Officials Assignor Contract **(ATTACHED)**

7. Recommendation to approve a Resolution to advertise and receive bids for the baseball and softball fields chain link fence backstop and barrier netting system. **(ATTACHED)**

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

18-10-105 ADJOURNMENT

The motion was made by **Batey**, seconded by **Gordon**, to adjourn at 8:17 a.m.

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

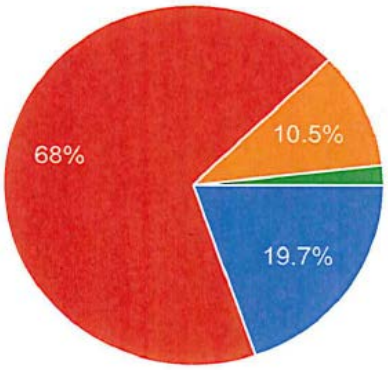
(Signed)_____
Jody McDougal, President

(Attested)_____
Douglas D. Beeman, Treasurer

What follows is a summary of the 2018-2019 district climate/culture 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. The Wadsworth City School District Board of Education has full access to all responses, and building principals/supervisors/ directors will be given access to responses within their direct area of supervision.

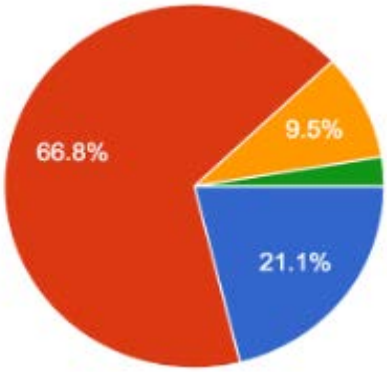
Interrelationships among staff at Wadsworth are:

2017-2018 (229 responses):



Excellent: 19.7%
Good: 68.0%
Neutral: 10.5%
Poor: 1.8%
Very Poor: 0.0%

2018-2019 (232 responses):



Excellent: 21.1%
Good: 66.8%
Neutral: 9.5%
Poor: 2.6%
Very Poor: 0.0%

You just stated that interrelationships among staff are ____. Please describe why you feel this way.

Response Theme:	Number of Responses:
Staff are supportive/helpful	40
Staff get along with each other	32
Staff collaborates well together	23
Interrelationships feel like a family	9
Staff is respectful of each other	8
Interrelationships between buildings is limited	6
The high school building is too large	5
Staff communicate well together	4
There are too many cliques	3
There is not enough time to collaborate with others	2

What is the Wadsworth City School District doing well to promote interrelationships among staff?

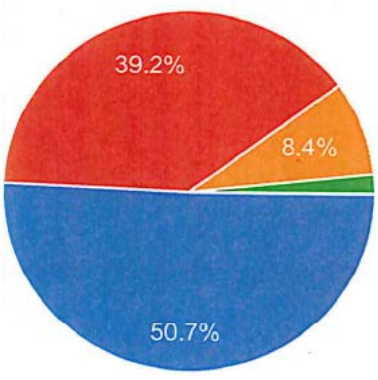
Response Theme:	Number of Responses:
Opportunities to interact with staff, inside and outside of work (e.g. lunches, outings)	45
Professional development opportunities	36
Opportunities to collaborate during the workday	33
Strong leadership	12
The spreading joy movement, sunshine committees	9
District committees	8
Communication	7
The opening convocation	7
The district wellness program	6
Listening	3
Creating an inclusive environment	2

What could the Wadsworth City School District do better to promote interrelationships among staff?

Response Theme:	Number of Responses:
Provide more opportunities to interact with staff both professionally (collaboration time) and personally (outings, picnics, etc.)	47
Let all employee voices be equal and heard	8
Ensure consistent standards, rules and communication for all buildings	5
Provide team building exercises for each building	5
Ensure no retaliation for sharing concerns	3
Make sure preschool is not left off references to the district (e.g. pre-k-12 not k-12)	2

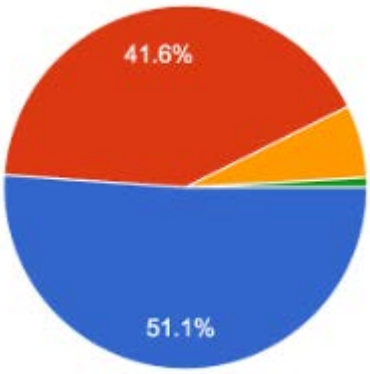
Staff at my building/area of operation take pride in our building/area of operation.

2017-2018:



Strongly Agree:	50.7%
Agree:	39.2%
Neutral:	8.4%
Disagree:	1.8%
Strongly Disagree:	0.0%

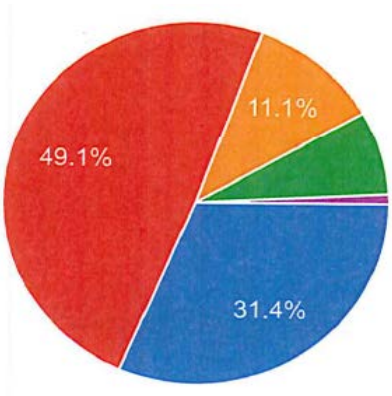
2018-2019:



Strongly Agree:	51.1%
Agree:	41.6%
Neutral:	6.5%
Disagree:	0.9%
Strongly Disagree:	0.0%

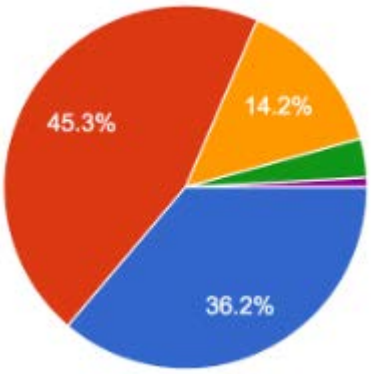
There is a positive energy in my building/area of operation.

2017-2018:



Strongly Agree:	31.4%
Agree:	49.1%
Neutral:	11.1%
Disagree:	7.5%
Strongly Disagree:	0.9%

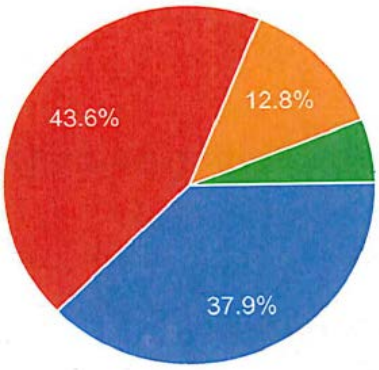
2018-2019:



Strongly Agree:	36.2%
Agree:	45.3%
Neutral:	14.2%
Disagree:	3.7%
Strongly Disagree:	0.9%

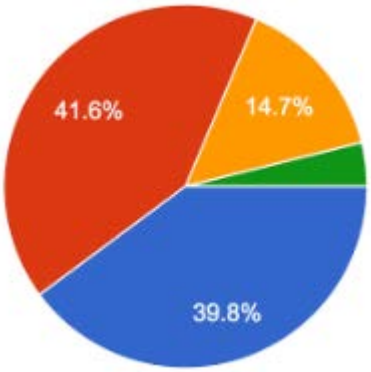
There is a good team spirit at my building/area of operation (overall spirit within the building/area of operation).

2017-2018:



Strongly Agree:	37.9%
Agree:	43.6%
Neutral:	12.8%
Disagree:	5.7%
Strongly Disagree:	0.0%

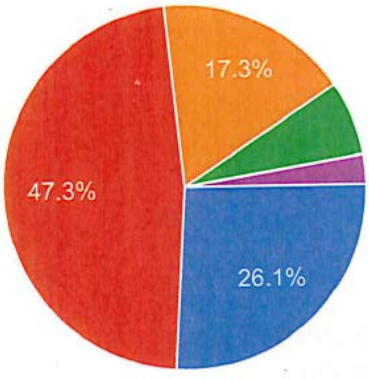
2018-2019:



Strongly Agree:	39.8%
Agree:	41.6%
Neutral:	14.7%
Disagree:	3.9%
Strongly Disagree:	0.0%

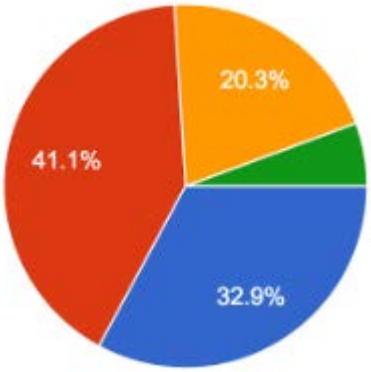
Staff morale in my building/area of operation is high.

2017-2018:



Strongly Agree:	26.1%
Agree:	47.3%
Neutral:	17.3%
Disagree:	6.6%
Strongly Disagree:	2.7%

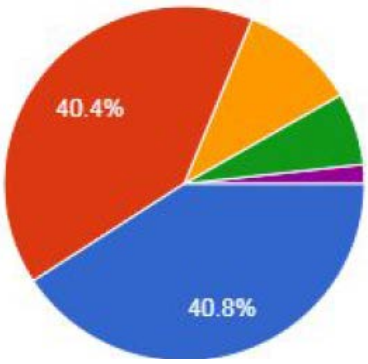
2018-2019:



Strongly Agree:	32.9%
Agree:	41.1%
Neutral:	20.3%
Disagree:	5.6%
Strongly Disagree:	0.0%

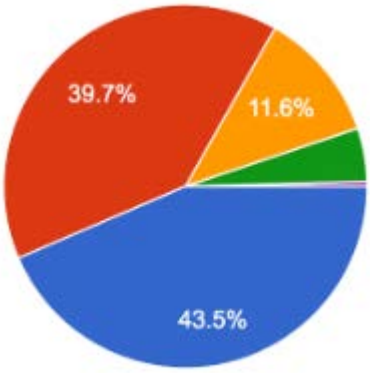
My building/area of operation is a supportive and inviting place for staff to work.

2017-2018:



Strongly Agree:	40.8%
Agree:	40.4%
Neutral:	10.5%
Disagree:	6.6%
Strongly Disagree:	1.8%

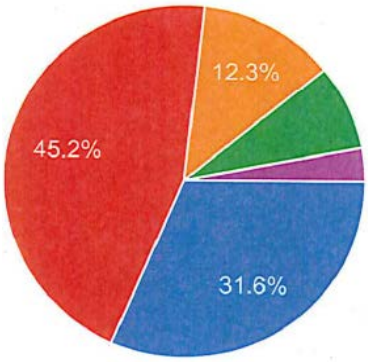
2018-2019:



Strongly Agree:	43.5%
Agree:	39.7%
Neutral:	11.6%
Disagree:	4.7%
Strongly Disagree:	0.4%

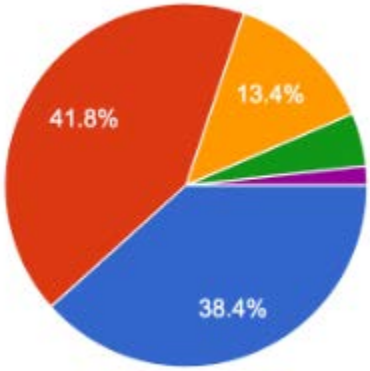
My building/area of operation promotes trust and collaboration among staff.

2017-2018:



Strongly Agree:	31.6%
Agree:	45.2%
Neutral:	12.3%
Disagree:	7.9%
Strongly Disagree:	3.1%

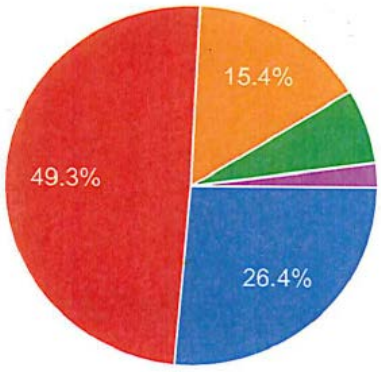
2018-2019:



Strongly Agree:	38.4%
Agree:	41.8%
Neutral:	13.4%
Disagree:	4.7%
Strongly Disagree:	1.7%

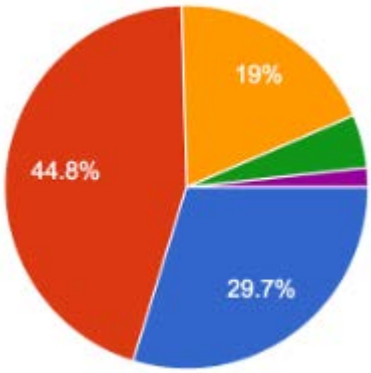
Staff and administrator goals align.

2017-2018:



Strongly Agree:	26.4%
Agree:	49.3%
Neutral:	15.4%
Disagree:	6.6%
Strongly Disagree:	2.2%

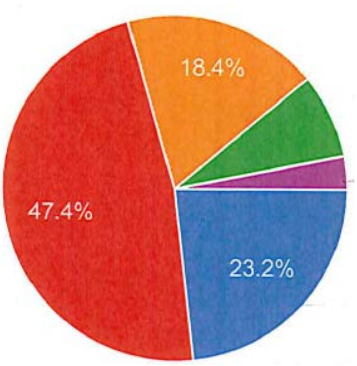
2018-2019:



Strongly Agree:	29.7%
Agree:	44.8%
Neutral:	19.0%
Disagree:	4.7%
Strongly Disagree:	1.7%

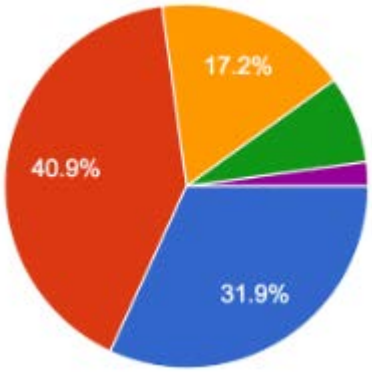
There is clear communication between staff and administrators.

2017-2018:



Strongly Agree:	23.2%
Agree:	47.4%
Neutral:	18.4%
Disagree:	7.9%
Strongly Disagree:	3.1%

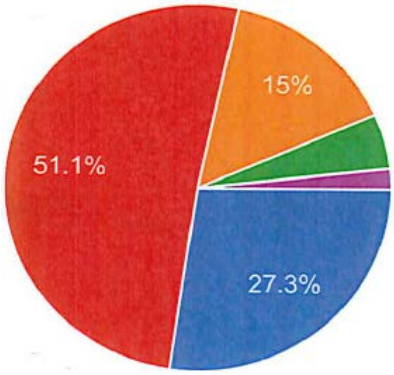
2018-2019:



Strongly Agree:	31.9%
Agree:	40.9%
Neutral:	17.2%
Disagree:	7.8%
Strongly Disagree:	2.7%

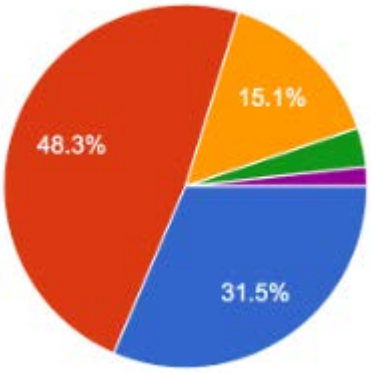
There are opportunities to communicate and collaborate with each other.

2017-2018:



Strongly Agree:	27.3%
Agree:	51.1%
Neutral:	15.0%
Disagree:	4.8%
Strongly Disagree:	1.8%

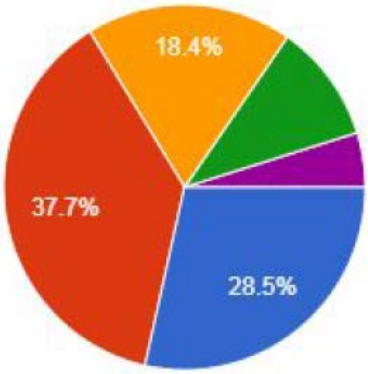
2018-2019:



Strongly Agree:	31.5%
Agree:	48.3%
Neutral:	15.1%
Disagree:	3.4%
Strongly Disagree:	1.7%

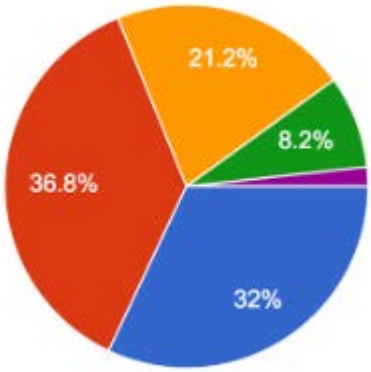
I feel my input on situations in my building/area of operation and/or district is valued.

2017-2018:



Strongly Agree:	28.5%
Agree:	37.7%
Neutral:	18.4%
Disagree:	10.5%
Strongly Disagree:	4.8%

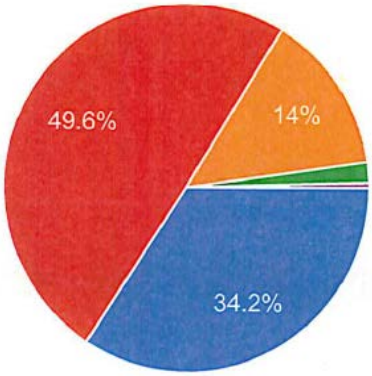
2018-2019:



Strongly Agree:	32.0%
Agree:	36.8%
Neutral:	21.2%
Disagree:	8.2%
Strongly Disagree:	1.7%

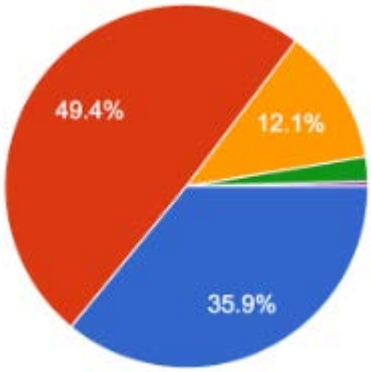
The relationship with central office staff is positive.

2017-2018:



Strongly Agree:	34.2%
Agree:	49.6%
Neutral:	14.0%
Disagree:	1.8%
Strongly Disagree:	0.4%

2018-2019:



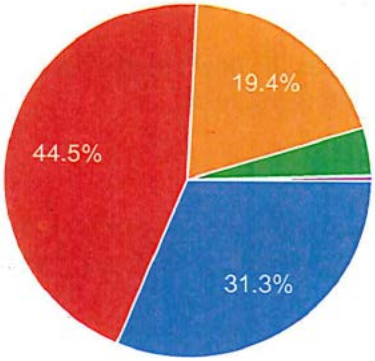
Strongly Agree:	35.9%
Agree:	49.4%
Neutral:	12.1%
Disagree:	2.2%
Strongly Disagree:	0.4%

You just answered the relationship with central office staff is ____. Please describe why you feel this way.

Response Theme:	Number of Responses:
Supportive/Helpful	48
Responsive	35
Kind/Welcoming	25
Actively listen	9
Not responsive	8
Professional	5
Approachable	4
Treat others with respect	3
Never hear from them or see them	2

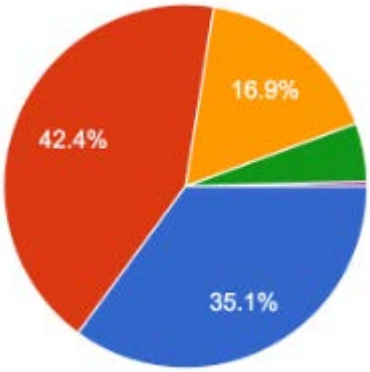
Decisions are made in and information is shared in a transparent way in our district.

2017-2018:



Strongly Agree:	31.3%
Agree:	44.5%
Neutral:	19.4%
Disagree:	4.4%
Strongly Disagree:	0.4%

2018-2019:



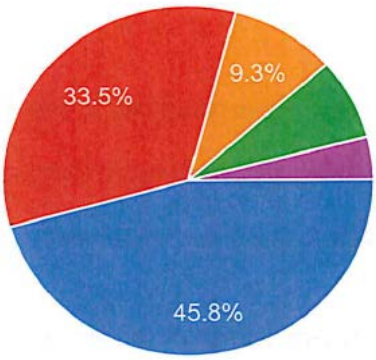
Strongly Agree:	35.1%
Agree:	42.4%
Neutral:	16.9%
Disagree:	5.2%
Strongly Disagree:	0.4%

You just answered that you ____ with the statement, "decisions are made and information is shared in a transparent way in our district." Please describe why you feel this way.

Response Theme:	Number of Responses:
I feel like I'm kept informed	64
Email communication is good	16
Building level communication not as transparent	5
Some departments are not as transparent	3
CTE printer decision not transparent	3
Alert Now calls are helpful	2
I'm in the dark with what is going on	2

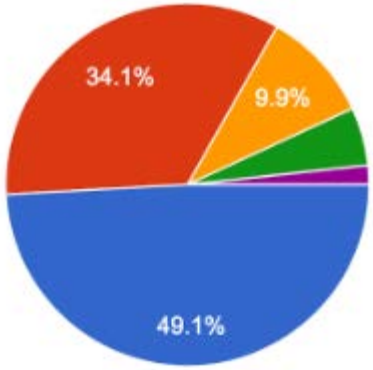
I trust my building administrator(s) and/or immediate supervisor.

2017-2018:



Strongly Agree:	45.8%
Agree:	33.5%
Neutral:	9.3%
Disagree:	7.5%
Strongly Disagree:	4.0%

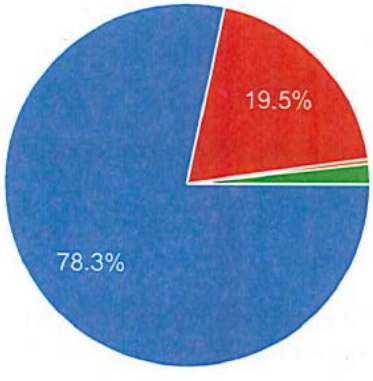
2018-2019:



Strongly Agree:	49.1%
Agree:	34.1%
Neutral:	9.9%
Disagree:	5.2%
Strongly Disagree:	1.7%

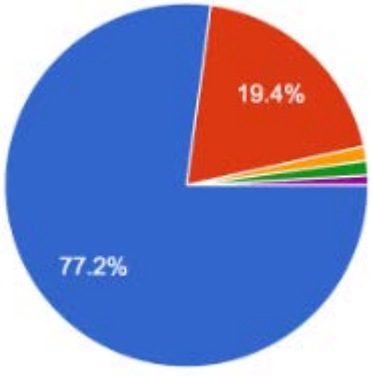
I trust the Superintendent.

2017-2018:



Strongly Agree:	78.3%
Agree:	19.5%
Neutral:	0.4%
Disagree:	1.8%
Strongly Disagree:	0.0%

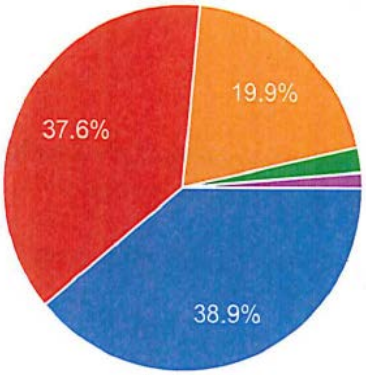
2018-2019:



Strongly Agree:	77.2%
Agree:	19.4%
Neutral:	1.3%
Disagree:	1.3%
Strongly Disagree:	0.9%

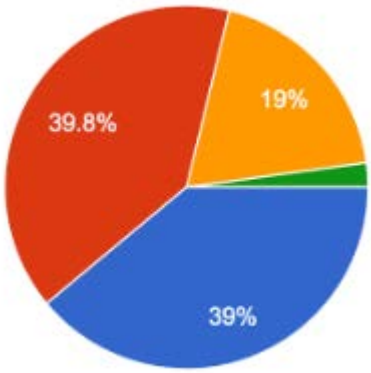
I trust the Treasurer.

2017-2018:



Strongly Agree:	38.9%
Agree:	37.6%
Neutral:	19.9%
Disagree:	2.2%
Strongly Disagree:	1.3%

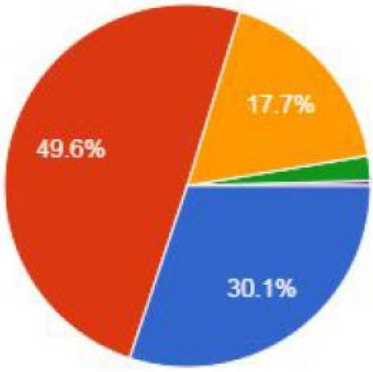
2018-2019:



Strongly Agree:	39.0%
Agree:	39.8%
Neutral:	19.0%
Disagree:	2.2%
Strongly Disagree:	0.0%

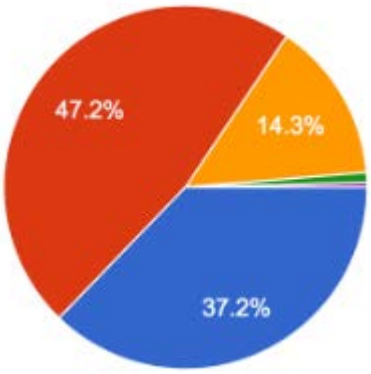
I trust the Board of Education.

2017-2018:



Strongly Agree:	30.1%
Agree:	49.6%
Neutral:	17.7%
Disagree:	2.2%
Strongly Disagree:	0.4%

2018-2019:



Strongly Agree:	37.2%
Agree:	47.2%
Neutral:	14.3%
Disagree:	0.9%
Strongly Disagree:	0.4%

Please provide any additional comments you have in relation to our efforts of creating a work environment that is built upon open communication, mutual respect and trust.

Response Theme:	Number of Responses:
I'm proud to work for WCS	15
Efforts to increase mutual respect and trust have increased	3
Make sure preschool is not left off references to the district (e.g. pre-k-12 not k-12)	3
Let all employee voices be equal and heard	2

Book	Policy Manual
Section	Vol. 37, No. 1 - August 2018
Title	Vol. 37, No. 1 - August 2018 OVERVIEW
Number	1-OVERVIEW
Status	From Neola

UPDATE

VOLUME 37 NUMBER 1

August 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" or the editing tools in the Board Docs platform 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 "Track Changes" or editing tool in the Board Docs platform 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 Peters Kalail & Markakis Co., L.P.A. for consistency with Federal and State law.

Changes in OTES Policy is Coming

Among the various bills signed by Governor Kasich on August 3, 2018, was Senate Bill 216, initially dubbed the "Education Deregulation Bill." Among its many provisions, this legislation took yet another effort at reforming the Ohio Teacher Evaluation System (OTES).

The bill specifies the new policy will become operative at the expiration of a district's current collective bargaining agreement (CBA) that is in effect on the effective date of SB 216. However, the statute further provides that a board of education has until no later than July 1, 2020 to adopt a revised policy. Therefore, Districts with CBAs that expire prior to July 1, 2020 may need to adopt a revised policy and begin implementation before 2020. This same issue of timing occurred when OTES was initially adopted into law in 2011. Even though Boards were not required to adopt a policy until July 2013, some districts had to modify policies and implement OTES sooner because of this timing issue. Contact Board counsel to discuss implementation if the district's CBA expires prior to 2020.

Neola intends to address these necessary policy changes in the 2019 Winter Update, which should be well in advance of the various compliance dates.

Legal Alert

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

A. ESC Bill Changes Options for Local Districts

B. Changes to Graduation Requirements – Update

C. Significant Legislative Changes for Nonteaching Employees in Non-Civil Service Districts

D. "Fair Share" Fees Ruled Unconstitutional

E. OTES Changes Again in Senate Bill 216

BYLAWS AND POLICIES

Bylaw 0131 – Legislative (Revised)

Language has been added to this bylaw adding the expectation that Board members are covered by the Board's policies.

This revision is recommended but not required.

Bylaw 0141 – Number (ESC Only) (Revised)
Bylaw 0143.1 - Addition of Appointed Members (ESC Only) (Revised)

These bylaws have been revised as a result of the passage of HB 438, which allows ESC Boards to appoint members to the Board. The law added language regarding qualifications and limitations on the number and representation of client districts.

If ESC Boards wish to appoint additional members to the Board, these revisions should be adopted.

Bylaw 0141.2 - Conflict of Interest (Revised)

Some additional provisions of the Ohio Ethics Law have been added to this bylaw based on recent conflicts that have been publicized in Ohio districts. The recommended changes provide a more complete picture of Ohio's Ethics laws applicable to public officials.

Revisions to this bylaw are strongly recommended for adoption.

Bylaw 0164 - Notice of Meetings (Revised)
Bylaw 0165.1 - Regular Meetings (Revised)
Bylaw 0165.2 - Special Meetings (Revised)

Emergency meetings were added to the bylaw, along with an addition regarding notice of a special meeting.

Bylaw 0165.3 - Recess/Adjournment (Revised)

This Bylaw was revised to include how recess and adjournment is subject to Ohio's public records law regarding notice of public meetings.

These bylaws have been revised in an attempt to clarify language and practices that have been questioned by client districts during the recent past. Since in almost all cases, the District's web page has become a primary notification site, it has been incorporated into the notice procedures as the default rather than an option. In some instances, language from statute has been added to provide specific direction.

These revisions reflect the current state of the law and should be adopted to maintain accurate policies.

Bylaw 0166 - Executive Session (Revised)

This Bylaw was revised to include statutory language and specifically the audit meeting exempt from the Sunshine Law.

This revision reflects the current state of the law and should be adopted to maintain accurate policies.

Bylaw 0168 – Minutes (Revised)

This revision adds statutory language regarding preparation and filing of the minutes and a revision to expand the type of recordings that are made.

This revision is recommended for adoption.

Bylaw 0169.1 - Public Participation at Board Meetings (Revised)

This Bylaw has been revised to reflect current case law on public participation and a drafting note has been provided for one of the options to explain how the option operates in practice. An addition was made to the presiding officer's rights to run the meeting without disruption.

This revision is recommended for adoption.

Policy 1240.01 - Non-Reemployment of the Superintendent (Revised)
Policy 1541/3140/4140 – Termination and Resignation (Revised)

These policies have been revised to include language that emphasizes the requirement for employees to have and maintain a current license for their position of employment. Although long a requirement and a basic expectation for employment, recent situations have occurred, resulting in findings for recovery being issued in Ohio districts.

These revisions are strongly recommended for adoption.

Policy 1422/3122/4122 - Nondiscrimination and Equal Employment Opportunity (Revised)

Policy 1662/3362/4362 - Anti-Harassment (Revised)
Policy 2260 Nondiscrimination and Access to Equal Educational Opportunity (Revised)
Policy 5517 - Anti-Harassment (Revised)
Policy 5517.02 - Sexual Violence (Revised)

Revisions to these policies include a section addressing the District's responsibility to maintain investigatory records acquired or created during processes of investigation and review of complaints and/or allegations of discrimination or harassment. Such records have been routinely been required by the U.S. Department of Education's Office for Civil Rights (OCR) during their review of such cases.

These revisions are strongly recommended for adoption.

Policy 2111 - Parent and Family Engagement (Revised)
Policy 2261 Title I Services (Local Only)(Revised)
Policy 2261.01 – Parent and Family Member Participation in Title I Programs (Local Only)(Revised)
Policy 2261.03 - District and School Report Card (Local Only)(New)
Policy 2700 - School Report Card (Local Only)(DELETE)

Revisions to these policies reflect requirements of the Every Student Succeeds Act (ESSA) amendments to the Elementary and Secondary Education Act and components of the State's plan for implementing these provisions. Revisions include definitions and focus on parent and family engagement, attention to supplement v supplant requirements, and data collection and reporting requirements.

These revisions are strongly recommended for adoption.

Policy 2370.01 - Blended Learning (NEW)

This new policy and guideline were added at the request of clients. Both documents are needed, but only if the District chooses to offer "Blended Learning" as an educational opportunity for students. Specific provisions of state law and Ohio Administrative Code (OAC 3301-35-03) require the adoption of a policy and the development of program guidelines and procedures.

This new P/AG is offered only for those offering Blended Learning.

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

This policy has been revised to reflect the latest rule changes by the U.S. Department of Transportation (DOT). These revisions have been cited in recent DOT audits of districts in several regions.

This revision reflects the current state of Federal regulations and should be adopted to maintain accurate policies.

Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Students (Revised)
Policy 5610.02 – In-School Discipline (Revised)
Policy 5610.03 – Emergency Removal of Students (Revised)
Policy 5611 – Due Process Rights (Revised)

These revisions are required by HB 318. More policy changes will be necessary moving forward based on the prospective restrictions to student disciplinary measures enacted in this legislation. Future updates will provide policy revisions and guidance on those changes.

These revisions reflect the current state of the law and should be adopted to maintain accurate policies.

Policy 6320 Purchasing and Bidding (Revised)

Revisions are based on feedback from clients and provide guidelines on purchasing and competitive bidding. To alleviate confusion around what "must" be competitively bid and what districts "should" consider when making major purchases outside of mandatory bidding, Policy 6320 has been revised to reflect the statutory framework and standards. For clarification purposes, the policy has been retitled as "Purchasing and Bidding."

These changes include updated language on urgent necessity, security and protection of school property, and joint purchasing.

These revisions are strongly recommended for adoption.

Policy 6325 - Procurement – Federal Grants/Funds (Revised)

These revisions are in response to the issuance of Memorandum M-18-18 by the U.S. Office of Management and Budget raising the financial thresholds in several categories of procurement utilizing Federal funds. Be sure that established thresholds are consistent with those established in Policy 6320 and State law.

This revised policy is strongly recommended for adoption together with revisions to Policy 6320.

Policy 6423 – Use of Credit Cards (Revised)

This policy has been revised to reflect the requirements of Sub. H. B. 312. The legislation specifies certain procedures for the use of credit card accounts by the District and requires adoption of a policy and periodic review of use and security measures for such accounts. The law becomes effective on November 2, 2018.

These revisions reflect the current state of the law and should be adopted to maintain accurate policies.

Policy 8141 - Mandatory Reporting of Misconduct by Licensed Employees (Revised)

Certain individuals who are assigned to perform duties in any of eight pupil services areas must hold dual licenses issued by both the Ohio Department of Education ("ODE") and a separate professional board under state law. The eight areas include a school audiologist, school social worker, school speech language pathologist, school nurse, occupational therapist, occupational therapist assistant, physical therapist, and physical therapist assistant. Dual licensed employees must adhere to all licensure requirements of both ODE and the separate state professional board, including rules of professional conduct, in order to maintain appropriate licensure to remain eligible to practice in a school setting.

Under R.C. 4723.34, a school district is required to submit a report to the nursing board when the conduct involves a school nurse. This requirement is in addition to a district's obligation to submit a report of possible misconduct to ODE under the Licensure Code of Professional Conduct for Educators. Note that a district is also required to submit a misconduct report to the nursing board for any employee who is issued a license or permit by the nursing board even if the individual's position does not require a license from ODE. Because pupil services personnel are also licensed by two state boards, a school district should consistently submit a report of possible misconduct to both ODE and the other applicable board for investigation.

This revision is strongly recommended for adoption.

Policy 8403 - School Resource Officer (New)

This new policy is offered as an option based on provisions of H.B. 318. It provides some qualification and structure to the role of school resource official and cites considerations for contractual services with any local law enforcement agency. A "Model" Memorandum of Understanding for such contracts is provided by the Ohio Department of Education.

ADMINISTRATIVE GUIDELINES

AG 2370.01 - Blended Learning (NEW)

See note on Policy 2370.01.

AG 5610 – Suspension and Expulsion (Revised)
AG 5610.02 - In-School Discipline (Revised)
AG 5610.03 – Emergency Removal of Students (Revised)

See note on Policy 5610/5610.02/5610.03.

AG 6320A – Purchasing (Revised)

This AG has been modified to reflect changes to Policy 6320 and to remove outdated references to color-coded forms. Districts are encouraged to make sure that your process is appropriately documented as a written procedure.

AG 6320C1 – Bidding (Revised)

This AG has been modified to narrow its scope to actual bidding circumstances in conformance with the law and revised Policy 6320.

AG 6423 – Use of Credit Cards (Revised)

See note on Policy 6423.

Special Update – April 2018

Policy/AG 2271 – College Credit Plus (Revised)

AG 8310A – Public Records (Revised)

A new rule, O.A.C. 333-1-65.13, was issued in January 2018 to regulate the implementation of the College Credit Plus program. Legislative changes were included in H.B. 49 (June 2017) and revisions to Policy/Administrative Guideline 2271 were issued in the Volume 36 Number 1 Update in August 2017. This Special Release included further revisions as required by Ohio Administrative Code, dealing with underperforming students participating in the program. While the dismissal criteria and procedures are prescribed in the rule, each District must define the academic progress that a student must achieve in order to be reinstated to the college credit plus program on CCP probation or without restrictions.

This rule was first be applied for the summer term of the 2018-2019 academic year.

Also included in this Special Release is revised AG 8310A – Public Records. The Ohio History Connection is charged with the development, updating and/or revision of the Schedule of Records Retention and Disposition, and in reviewing requests for disposal of obsolete records. A revised records retention schedule was recently published, resulting in a significant revision to the AG. Note that before the records retention schedule is considered in effect for the District, it must first be signed by a local responsible official and local records commission chair, the State Archives, and the State Auditor's Office.

The revisions in these documents reflect the current state of the law and should be adopted to maintain accurate policies, guidelines, and forms. These documents were released to all Ohio clients in April 2018. If additional copies are needed, please check with your Associate or contact Neola's Production Office.

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.

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised LEGISLATIVE
Number	po0131
Status	
Adopted	November 19, 2007

0131 - **LEGISLATIVE**

The Board of Education shall make such rules and regulations as are necessary for its governance and the governance of its employees and students of its grounds or premises by adopting bylaws and policies for the organization and operation of this Board and this School District and shall be bound to follow such bylaws and policies. R.C. 3313.20

Those bylaws and policies which are not dictated by the statutes or rules of the State Board of Education or ordered by the Superintendent of Public Instruction, or a court of competent authority may be adopted, amended, and repealed at any meeting of the Board,

[X] provided the proposed adoption, amendment, or repeal shall have been proposed at a previous Board meeting and, once proposed, shall have remained on the agenda of each succeeding Board meeting until approved or rejected.

(X) except that

(X) the Board may upon a vote

(X) equivalent to that for adoption, amendment, or repeal

and where compelling reasons exist, cause to suspend at any time the operation of a bylaw or policy herein contained, provided the suspension does not conflict with law, and such suspension shall terminate at the next meeting of the Board or at such earlier time as is specified in the motion to suspend.

[ ] ~~These bylaws and policies may be adopted or amended at a single meeting of the Board in an emergency. An emergency shall be defined for purposes of this rule as any situation or set of circumstances which the Board has reason to believe will close the schools or jeopardize the safety or welfare of the students or employees of the District.~~

[ ] ~~Any resolution adopted under emergency conditions shall expire automatically at the first public meeting of the Board following the abatement of the emergency unless the Board moves to adopt said resolution in final form.~~

Bylaws shall be adopted, amended, repealed, or suspended by (an affirmative vote of three (3) members) (a 4/5's vote of the full Board). Policies shall be adopted, amended, or repealed by (an affirmative vote of three (3) members) (a majority vote of the full Board).

The adoption, modification, repeal, or suspension of a Board bylaw or policy shall be recorded in the minutes of the Board. All bylaws and policies shall be printed in the Board policy manual. Any policy or part of a policy that is superseded by a term in a negotiated agreement shall no longer be in force and effect as a policy.

[X] The Board may adopt, amend, or repeal rules of order for its own operation by simple resolution of the Board passed by a majority of those present and voting.

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Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised CONFLICT OF INTEREST
Number	po0141.2
Status	
Adopted	November 19, 2007
Last Revised	May 11, 2009

0141.2 - **CONFLICT OF INTEREST**

A Board member shall not have any direct or indirect pecuniary interest in a contract with the District; nor shall s/he furnish directly any labor, equipment, or supplies to the District; nor shall s/he be employed by the Board in any capacity for compensation.

In the event a Board member is employed by a corporation or business which furnishes goods or services to the School District, the Board member shall declare his/her association with the organization and refrain from debating or voting upon the question of the contract. It is not the intent of this policy to prevent the District from contracting with corporations or businesses because a Board member is an employee of the firm. The policy is designed to prevent placing a Board member in a position where his/her interest in the public schools and his/her interest in his/her place of employment might conflict and to avoid appearances of conflict of interest even though such conflict may not exist.

Among the conflicts which law specifically forbids:

A. the prosecuting attorney or city attorney from serving on the Board of Education;

B. a Board member from serving as the school dentist, physician, or nurse;

C. a Board member from being employed for compensation by the Board;

D. a Board member from having, directly or indirectly, any pecuniary interest in any contract with the Board;

E. a Board member from accepting a reward, gift, or reduction in price for favoring, recommending, or advocating the introduction, adoption, or use in the school of a textbook, map, chart, or any other school supply;

F. a Board member, for a period of one (1) year after leaving office, from accepting employment with the Board where such employment was authorized by the Board while s/he was a member thereof;

G. a Board member from soliciting or using the authority or influence of his/her office to secure employment with the Board;

H. a Board member from voting, deliberating, participating in discussions, or otherwise using the authority or influence of his/her office to create a position with the School District or to set the compensation for such position where s/he is considering, or is being considered for, employment in that position;

I. a Board member from having an interest in a ~~the~~ contract for the purchase of property, supplies, or fire insurance by any county, township, municipal corporation, board of education, or public institution anywhere in the State of Ohio, if such contract exceeds $150 unless the contract is let by competitive bidding;

J. a Board member from being involved in any aspect of the hiring process including, but not limited to, discussing, deliberating, interviewing, or voting on a contract with that person as a teacher or instructor if s/he is related to that person as spouse, father, mother, step-parent, brother, ~~or~~ sister, minor child, step-child, grandparent, grandchild, or any other person related by blood or marriage that resides in the same household as the Board member;

K. a Board member from authorizing or using the authority or influence of office to secure authorization of a public contract in which the Board member, a member of his/her family, or any of his/her business associates has an interest;

L. a Board member from authorizing or using the authority or influence of office to secure the investment of public funds in any share, bond, mortgage or other security in which the Board member, any member of his/her family, or any of his/her

business associates have an interest, or receives any brokerage, origination or servicing fees, or is an underwriter;

M. a Board member from having an interest in the profits or benefits of a public contract entered into by the District with which s/he is connected;

N. a Board member from using the authority or influence of office to secure anything of value or the promise of anything of value to the Board member, from soliciting or accepting anything of value that is of such a character as to manifest an improper and substantial influence upon the Board member with respect to his/her duties.

Board members shall not accept any form of compensation from a vendor or other improper source that is seeking to do business with the District, is doing business with the District, is regulated by or interested in matters before the District. ~~vendors that might influence their decision on the eventual purchase of equipment, supplies, or services. Furthermore, Board members shall not accept any form of compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from a vendor.~~ In addition, Board members shall not enter into a contractual arrangement with a vendor seeking to do business with the District, or a vendor with whom the District is doing business, whereby an individual Board member receives compensation in any form for services rendered. Such compensation or things of value are ~~include, but is~~ not limited to, cash, check, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a Board member receives such compensation, the Board member shall immediately notify the Treasurer, in writing, that s/he received such compensation and shall thereafter promptly transmit such compensation to the Treasurer.

Nothing herein shall prevent a Board member who attends a conference held by an association of public officials and employees from accepting a meal, or attending a reception or open house, the cost of which is financed by a private party so long as the meal, reception, or open house is: 1) of an ordinary, routine character; 2) at an educational or informational event; and 3) open to all of the public officials and employees attending the event. ~~See Ohio Ethics Commission Advisory Opinion No. 2002-02 (6/13/2002).~~ A Board member is prohibited from improperly using his/her position to secure the donation of the cost of a meal, reception, or open house at a conference of an association of public officials and employees to which s/he or his/her Board belongs, while the Board member is simultaneously engaged in governmental business or regulatory activity directly affecting the related interests of the person solicited.

A Board member whose spouse is an employee in the District may not vote, authorize, or use the influence of his/her office to secure approval of an employment contract with his/her spouse. Neither may s/he vote, deliberate, discuss, or otherwise attempt to influence a collectively-bargained, negotiated agreement affecting his/her spouse if the spouse is an officer, executive committee member, or member of the negotiating team or committee of the employee organization or if the agreement includes provisions for health insurance under which said Board member is covered as a benefit of the spouse's employment.

Board members are responsible for knowledge of the ethics law applicable to their public service as an elected official in the State of Ohio. Board members should seek guidance on the application of Ohio's ethics law prior to acting. This policy is an overview, not a complete statement of Ohio's ethics laws.

R.C. 102.03(D)(E)(F), 2921.42(A)(3), 2921.44(D-F)
R.C. 2921.02, 3313.13, 3313.33, 3313.70, 3319.21
Ohio Ethics Commission Advisory Opinion No. 2002-02 (6/13/2002)

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Legal

R.C. 102.03(D)(E)(F), 2921.42(A)(3), 2921.44(D-F),
R.C. 2921.02, 3313.13, 3313.33, 3313.70, 3319.21
Ohio Ethics Commission Advisory Opinion No. 2002-02 (6/13/2002).

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Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised NOTICE OF MEETINGS
Number	po0164
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

0164 - **NOTICE OF MEETINGS**

A. A schedule of the time and place of ~~**[all]**~~ **[each]** regular meeting(s) shall be ~~published annually~~ posted annually on the District website, published in the official newspaper(s) and posted at the District office ~~and~~

~~**( )** each school.~~

~~**( )** the public library.~~

~~( ) the District office.~~

~~**( )** _____~~.

The notice shall also contain the following statement: "Upon request to the Superintendent, the District shall make reasonable accommodation for a disabled person to be able to participate in this activity."

B. Notice of the time, place, and purpose of each special meeting shall be given to the news media twenty-four (24) hours in advance of the meeting, except that when an emergency requires the immediate official action of the Board, the member(s) calling the meeting shall immediately notify the media requesting such notice of the time, place, and purpose of the meeting and shall post the notice on the District's website. ~~R.C. 121.22~~

C. Notice of meetings at which ~~the~~ any specific type of public business is to be discussed shall be sent to all persons requesting such notice,

(X) provided that such persons supply the Board with stamped, addressed envelopes for the purpose.

D. The Treasurer shall notify all Board members of each Board meeting in writing no later than two (2) _____ days in advance of the meeting. Such notice shall include the time, place, and purpose of the meeting.

E. Posting such meeting material to the District's website shall establish a reasonable method whereby any person may determine the time and place of all regularly scheduled meetings and the time, place, and purpose of all special meetings.

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Legal R.C. 121.22

R.C. 3313.16

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Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised REGULAR MEETINGS
Number	po0165.1
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

0165.1 - **REGULAR MEETINGS**

Regular meetings of the Board shall be public and held at least once every two (2) months. The time of such meeting shall be fixed at the organization meeting. R.C. 121.22, 3313.15

A. It shall be the responsibility of the Superintendent, in cooperation with the Board President, to prepare an agenda of the items of business to come before the Board at each regular meeting.

B. The agenda of the regular monthly meeting or special meetings shall be accompanied by a report from the Superintendent on information relating to the District with such recommendations as s/he shall make.

   Each agenda shall contain the following statement:

   "This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in agenda item _____."

C. The agenda for each regular meeting shall be mailed or delivered to each Board member so as to provide proper time for the member to study the agenda. Generally, the agenda should be mailed no later than three (3) days prior to the meeting, or delivered so as to provide time for the study of the agenda by the member. The agenda for a special meeting shall be delivered at least twenty-four (24) hours before the meeting, consistent with provisions calling for special meetings.

D. The Board shall transact business according to the agenda prepared by the Superintendent and submitted to all Board members in advance of the meeting. The order of business may be altered and items added at any regular meeting by a majority vote of the members present.

E. Consent Agenda

   The Board shall use a consent agenda to keep routine matters within a reasonable time frame.

   The following routine business items may be included in a single resolution for consideration by the Board.

   1. minutes of prior meetings
   2. bills for payment
   3. hiring of personnel
   4. resolutions that require annual adoption, such as bank signatories, ~~Ohio High School Athletic Association~~ association membership(s), etc.
   5. resignations and leaves
   6. Action and other like items

   A member of the Board may request any item be removed from the consent resolution. No vote of the Board will be required to remove an item from the consent agenda. A single member's request shall cause it to be relocated as an action item

eligible for discussion.

F. Rescheduled Regular Meeting

The agenda for a rescheduled regular meeting shall be the agenda that had been established for that regular meeting and the agenda may be modified pursuant to "regular meeting" procedures detailed in Bylaw 0165.1 - Regular Meetings.

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Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised SPECIAL MEETINGS
Number	po0165.2
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

0165.2 - **SPECIAL MEETINGS**

Special meetings of the Board shall be public. R.C. 121.22

A. Special meetings which include emergency meetings, shall be called by the President or the Treasurer or by two (2) members of the Board by serving a written notice of the time and place of such meeting upon each Board member at least two (2) days in advance of the meeting. The notice shall be signed by the official or members calling the meeting. R.C. 3313.16

B. The agenda for a special meeting, ~~other than a rescheduled regular meeting,~~ is limited to the purpose(s) set forth in the public notice that is provided at least twenty-four (24) hours in advance of the meeting. At the special meeting, the Board may only discuss those issues set forth on the agenda, whether in open session or executive session.

C. ~~Emergency meetings are a subset of special meetings of the Board, and may be called by the President, Treasurer, or by two (2) members of the Board. Notice of the time, place, and purpose(s) of an emergency meeting will be given immediately to Board members and to the news media that have requested notification. The agenda for an emergency meeting is confined to the announced purpose(s) of the meeting.( )~~

~~DRAFTING NOTE: Emergency meetings are not addressed in State law; however, case law suggests that public bodies may convene this type of special meeting when a situation requires immediate official action. If such action is not actually necessary, eg., where a Board has waited until the last minute to act on a matter that could have been addressed earlier, courts have and may well again invalidate the action as a violation of the Open Meeting law. As such, emergency meetings should be carefully considered and we recommend consultation with legal counsel prior to calling one.]~~

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Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised RECESS/ADJOURNMENT
Number	po0165.3
Status	
Adopted	November 19, 2007

0165.3 - **RECESS/ADJOURNMENT**

The Board may adjourn or recess at any time. The recessed or adjourned meeting, when reconvened, shall take up its agenda at the point where the motion to adjourn or recess was acted upon. Due to State public meeting notice requirements, notice of a new meeting is required where a meeting is ended by adjournment. Meetings may not be recessed from day to day but may be recessed for a period of time on a day scheduled for a regular or special meeting.

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Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised EXECUTIVE SESSION
Number	po0166
Status	
Adopted	November 19, 2007

0166 - **EXECUTIVE SESSION**

The Board and its committees and subcommittees reserve the right to enter into~~meet privately in~~ executive session solely to discuss one (1) or more of the following issues that are exempted from public sessions:

A. consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or official

B. investigation of charges or complaints against a public employee, official, licensee, or student unless such employee, official, licensee or student requests a public meeting; except that consideration of the discipline of a Board member for conduct related to the performance of his/her duties or his/her removal from office shall not be held in executive session

C. consideration of the purchase of property for public purposes, or sale or other disposition of unneeded, obsolete, unfit-for-use~~of~~ property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest

D. discussion with the Board's legal counsel, of disputes involving the Board that are the subject of pending or imminent court action

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

F. matters required to be confidential by Federal law or regulations or State statutes

G. specialized details of security arrangements and emergency response protocols where disclosure might reveal information that could jeopardize the District's security

H. consideration of confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

1. the information is directly related to a request for economic development assistance that is to be provided or administered under one of the statutes referenced in R.C. 121.22(G)(8)(1), or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project, and

2. an unanimous quorum of the Board or its subcommittee determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project

No official action may be taken in executive session. R.C. 121.22

Collective bargaining meetings between employers and employee organizations are private and not subject to R.C. 121.22. R.C. 4117.21

Audit conferences conducted by the Auditor of State or independent certified public accountants with District officials concerning the District's audit are exempt from R.C. 121.22.

An executive session will be held only at a regular or special meeting. After the meeting is convened, any member may make a motion for an executive session, and must state the purpose or purposes of the session by citing one (1) or more of the reasons set forth above. If the session is to discuss a personnel matter listed in paragraph A above, the particular subject for which the session has been called must be identified in the motion. The motion does not need to name the person. Upon receiving a second to the motion and a majority roll-call vote of those present and voting, the chairperson shall declare the Board in executive session.

[X] In keeping with the confidential nature of executive sessions, no member of the Board, committee or subcommittee shall disclose the content of discussions that take place during such sessions.

All members of the Board, committee(s) or subcommittee(s) are entitled to attend executive sessions. The Board, committee or subcommittee may invite any other person to attend an executive session.

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Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised MINUTES
Number	po0168
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

0168 - **MINUTES**

The Treasurer shall keep reasonably comprehensive minutes of all its meetings showing the time and place, the members present, the subjects considered, a summary of the deliberations sufficient enough for the public to understand the basis for the Board's actions, the actions taken, the vote of each member on roll-call votes, and any other information required to be shown in the minutes by law, which shall be promptly prepared, filed, and available to the public. ~~(R.C.121.22, 149.43, 3313.26)~~ Minutes of executive sessions shall reflect the general subject matter of discussions. R.C. 121.22

[X] The Treasurer shall provide each Board member with a copy of the minutes of the last meeting no later than three (3) days before the next regular meeting.

( ) ~~Tape rRecordings shall be made of each meeting of the Board as an administrative aid and shall be preserved as public documents of the Board. The tape recordings shall also be referred to in the written minutes.~~

The minutes of Board meetings shall be considered at the next succeeding meeting where they shall be read (unless waived ~~by law~~), corrected (if necessary), and approved. The approved minutes shall be signed by the Treasurer and the President.

The approved minutes shall be filed in the Treasurer's office in a prescribed minute book as a permanent record of official Board proceedings.

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Legal R.C. 149.43, 3313.26

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised PUBLIC PARTICIPATION AT BOARD MEETINGS
Number	po0169.1
Status	
Adopted	November 19, 2007
Last Revised	July 12, 2010

0169.1 - **PUBLIC PARTICIPATION AT BOARD MEETINGS**

The Board of Education recognizes the value to school governance of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest. The Board offers public participation to members of the public in accordance with the procedures below. The Board applies these procedures to all speakers, and does not discriminate based on the identity of the speaker, content of the speech, or viewpoint of the speaker.

[X] The Board is also committed to conducting its meetings in a productive and efficient manner that assures that the regular agenda of the Board is completed in a reasonable period of time, honors the voluntary nature of the Board's time and using that time efficiently, and allows for a fair and adequate opportunity for input to be considered. Consequently, public participation at Board meetings will be governed by the following principle~~s~~:

A. ~~[ ] Any person or group wishing to place an item on the agenda shall register their intent with the Superintendent no later than _____ days prior to the meeting and include:~~

~~( ) name and address of the participant;~~

~~( ) group affiliation, if and when appropriate;~~

~~( ) topic to be addressed.~~

~~Such requests shall be subject to the approval of the Superintendent and the Board President.~~

B. **[ ]** In order to permit the fair and orderly expression of such comment, the Board shall provide a period for public participation

(X) at every regular meeting of the Board

( ) ~~at all public meetings of the Board~~

~~**( )** at those public meetings of the Board during which action may be taken~~

and publish rules to govern such participation in Board meetings.

The presiding officer of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct.

The presiding officer shall be guided by the following rules:

A. **(X)** Public participation shall be permitted

(X) as indicated on the order of business.

~~**( )** before the Board takes official action on any issue of substance.~~

~~**( )** at the discretion of the presiding officer.~~

B. **(X)** Anyone having a legitimate interest in the actions of the Board may participate during the public portion of a meeting.

C. ~~( ) Attendees must register their intention to participate in the public portion of the meeting upon their arrival at the meeting.~~

D. **(X)** Participants must be recognized by the presiding officer

(X) and will be requested to preface their comments by an announcement of their name,

(X) address, and

(X) group affiliation, if and when appropriate.

E. **(X)** Each statement made by a participant shall be limited to three (3) minutes duration, unless extended by the presiding officer.

F. **(X)** No participant may speak more than once on the same topic unless all others who wish to speak on that topic have been heard.

G. **(X)** All statements shall be directed to the presiding officer; no person may address or question Board members individually.

H. ~~( ) Tape Audio or video recordings are permitted. The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment, and must agree to abide by the following conditions:~~

1. ~~No obstructions are created between the Board and the audience.~~
2. ~~No interviews are conducted in the meeting room while the Board is in session.~~
3. ~~No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session and not disrupt the meeting.~~

I. **(X)** The presiding officer may:

1. **(X)** prohibit public comments that are frivolous, repetitive, and/or harassing;
2. **(X)** interrupt, warn, or terminate a participant's statement when the statement is too lengthy, ~~personally directed,~~ abusive, off-topic, ~~antagonistic,~~ obscene, or irrelevant;
3. **(X)** request any individual to leave the meeting when that person does not observe reasonable decorum or is disruptive to the conduct of the meeting;
4. **(X)** request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
5. **(X)** call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action;
6. **(X)** waive these rules.

(X) with the approval of the Board when necessary for the protection of privacy or the administration of the Board's business.

[X] The portion of the meeting during which the participation of the public is invited shall be limited to thirty (30) minutes, unless extended by a vote of the Board.

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Legal R.C. 3313.20

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No.1 - August 2018 Revised NON-REEMPLOYMENT OF THE SUPERINTENDENT
Number	po1240.01
Status	
Adopted	November 19, 2007
Last Revised	May 11, 2009

1240.01 - **NON-REEMPLOYMENT OF THE SUPERINTENDENT**

The Board of Education has an obligation to the citizens of this District to employ the professional leadership best trained and equipped to meet the educational needs of the students. It shall meet that obligation by retaining only the best qualified person as Superintendent of Schools.

If the services of the Superintendent are found to be unsatisfactory to the Board, s/he shall be notified by the Board President.

(X) and given an opportunity to correct the conditions.

If his/her services continue to be unsatisfactory, the Superintendent shall be notified in writing by the Board President, as approved by the Board. Notification of its intent not to reemploy his/her services shall be given in accordance with the Superintendent's contract.

If the Superintendent fails to maintain required licensure throughout the term of employment, s/he will be immediately suspended without pay and such failure is grounds for termination.

Reporting Professional Misconduct

Consistent with Policy 8141 and State law, the Board will file a report to the Ohio Department of Education, on forms provided for that purpose, matters of professional misconduct on the part of the Superintendent, as a licensed professional, including a conviction of the Superintendent of certain enumerated crimes and/or conduct which is determined to be unbecoming to the teaching profession. Reports of any investigation regarding whether or not the Superintendent has committed an act or offense for which the Board is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the Superintendent. Should the Ohio Department of Education determine that the results of that investigation do not warrant initiating an action suspending, revoking, or otherwise limiting the Superintendent's license, the report(s) of any investigation will be moved to a separate public file.

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Legal	R.C. 3319.01, 3319.16

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Number	po1422
Status	
Adopted	October 14, 2013

1422 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs").

~~**[NOTE: School Districts are advised to appoint both a male and a female CO in order to provide complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two (2) COs, there should always be a CO available to investigate a claim of discrimination that pertains to the other CO.]**~~

Director of the Four Cities Compact	
~~(Name)~~	(Name)
	Director of Student Services
(School District Title)	(School District Title)
330-336-3571	330-336-3571
(Telephone Number)	(Telephone Number)
524 Broad St. Wadsworth, OH 44281	524 Broad St. Wadsworth, OH 44281
(Office Address)	(Office Address)
~~(E-mail Address)~~	~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually:

A. ~~( ) in the staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. **(X)** on the School District's web site.

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. Any sections of the District's collectively-bargained, negotiated agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level employee or official who receives such a complaint shall file it with the CO ~~( ) at his/her first convenience~~ **(X)** within two (2) school days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept complaints of unlawful discrimination/retaliation directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to any person who files a complaint. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the employee within two (2) business days to advise him/her of the Board's intent to investigate the wrongdoing.

Investigation and Complaint Procedure (See Form 1422 F2)

Any employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop quickly inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who believes s/he has been unlawfully discriminated or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

Employees who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe doing so, the individual should tell or otherwise inform the person who engaged in the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The complaining individual should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the person who allegedly engaged in the unlawful conduct of his/her concerns is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination, such as sexual discrimination, the CO may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully discriminated/retaliated against may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one of the COs; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees who believe they are being unlawfully discriminated/retaliated against with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the individual about how to communicate his/her concerns to the person who allegedly engaged in the discriminatory/retaliatory behavior.

B. Distributing a copy of Policy 1422 - Non-Discrimination as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works.

C. If both parties agree, the CO may arrange and facilitate a meeting between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy. (See Policy 8310)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"), may file a formal complaint, either orally or in writing, with a principal, the CO, Superintendent, or other District-level employee. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a principal, Superintendent, or other District-level employee, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the person who allegedly engaged in the misconduct. In making such a determination, the CO should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deems appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 1422 - Non-Discrimination. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful discrimination/retaliation. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. **( )** The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or the designee, the Superintendent must either issue a final decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Complainant was subjected to unlawful discrimination/retaliation, she/he must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

~~**[ ]** The decision of the Superintendent shall be final.~~

OR

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

[END OF OPTIONS]

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The Complainant may be represented, at his/her own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

~~All public records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy.~~

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not

substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

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 any Federal or State civil rights law, 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.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged

receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~[DRAFTING NOTE: The following options should be selected if the District concludes that the following items are not adequately encompassed in the preceding paragraphs.]~~

N. ~~( ) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; [REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]~~

O. ~~( ) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~( ) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( ) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;~~

R. ~~( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal	R.C. 4112.01, 4112.02
	A.C. 3301-35-03(A)
	Fourteenth Amendment, U.S. Constitution
	20 U.S.C. Section 1681, Title IX of Education Amendment Act
	20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
	20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
	42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
	42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended
	34 C.F.R. Part 110 (7/27/93)
	42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
	42 U.S.C., 2000e, et seq., Civil Rights Act of 1964
	29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended
	29 C.F.R. Part 1635

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Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised TERMINATION AND RESIGNATION
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Status	
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1541 - **TERMINATION AND RESIGNATION**

Termination

The employment contract of an administrator may be suspended and/or terminated, upon a majority vote of the Board of Education, for good and just cause including disclosing a question to a student on a State-mandated assessment. In such cases, the Board shall abide by due process, statutory procedures, and any applicable terms of the administrator's employment contract.

Any administrator who fails to maintain a required license, certificate or permit throughout the term of employment will be immediately suspended without pay and such failure is grounds for termination.

Resignation

An administrator may resign in accordance with law and any applicable terms of his/her employment contract.

Reporting Professional Misconduct

Consistent with Policy 8141 and State law, the Board and/or the Superintendent will file a report to the Ohio Department of Education, on forms provided by the Department for that purpose, matters of professional misconduct on the part of licensed professional administrators, including a conviction of the administrator of certain enumerated crimes and/or conduct which is determined to be unbecoming to the teaching profession. Reports of any investigation regarding whether or not a licensed professional administrator has committed an act or offense for which the Board is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the administrator. Should the Ohio Department of Education determine that the results of that investigation do not warrant initiating an action suspending, revoking, or otherwise limiting that licensed professional staff administrator's license or permit, the report(s) of any investigation will be moved to a separate public file.

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Legal	R.C. 3319.02, 3319.15, 3319.151, 3319.16, 3319.161, 3319.31, 3319.313, 3319.39 A.C. 3301-73-21

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Book	Policy Manual
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1662 - **ANTI-HARASSMENT**

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

~~**[ ]** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

For purposes of this policy, "School District community" means students, administrators, and professional and classified staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive

enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or

C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B. Unwanted physical and/or sexual contact.

C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome

suggestive or insulting sounds or whistles; obscene telephone calls.

E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.

F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

I. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

J. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

K. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in Ohio Revised Code 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the

characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Reports and Complaints of Harassing Conduct

Members of the School District community, which includes all staff, and third parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer at his/her first convenience.

Members of the School District community or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to one of the Anti-Harassment Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide him/her with a copy of the resulting written report.

Anti-Harassment Compliance Officers

The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".

[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]

~~(Name)~~	~~(Name)~~
Director of the Four Cities Compact	Director of Student Services
(School District Title)	(School District Title)
330-336-3571	330-336-3571
(Telephone Number)	(Telephone Number)
524 Broad St. Wadsworth, OH 44281	524 Broad St. Wadsworth, OH 44281
(Office Address)	(Office Address)
~~(E-mail Address)~~	~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually:

A. ~~( ) in the parent and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. **(X)** on the School District's web site.

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____ .~~

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another

individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Investigation and Complaint Procedure (See Form 1662 F1)

Any employee or other member of the School District community or third party (e.g., visitor to the District) who believes that s/he has been subjected to unlawful harassment or retaliation may seek resolution of his/her complaint through either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation, was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or third party who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.

Employees, other members of the School District community, or third parties who believe that they have been unlawfully harassed or retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee, any other adult member of the School District community, or a third party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below on his/her own, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.

B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the Compliance Officers in accordance with the Board's records retention policy and/or Student Records policy. (See Policy **8310** and Policy **8330**)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant", may file a formal complaint, either orally or in writing, with a teacher, Principal, the Compliance Officer, Superintendent, or other District employee. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the alleged harasser. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. **(X~~-~~)** A Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received. The Respondent will be informed about the nature

of the allegations and provided with a copy of any relevant administrative guidelines, including the Board's Anti-Harassment Policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. **(X)** The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

~~**[ ]** The decision of the Superintendent shall be final.~~

OR

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

[END OF OPTIONS]

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or third party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

~~All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the School Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Ohio's student records law will be maintained in a manner consistent with the provisions of the Federal and State laws.~~

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Retaliation

Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

State law defines certain contact between a teacher and a student as "sexual battery." If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined in Ohio's Criminal Code, such knowledge should be immediately reported to local law enforcement.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent will report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members convicted of sexual battery, and will, in accordance with Policy 8141, suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]~~

N. ~~( ) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; [REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]~~

O. ~~( ) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~( ) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal	R.C. 4112.02
	20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
	20 U.S.C. 1681 et seq.
	29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
	29 U.S.C. 794, Rehabilitation Act of 1973, as amended
	29 C.F.R. Part 1635
	29 U.S.C. 6101, The Age Discrimination Act of 1975
	42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
	42 U.S.C. 2000d et seq.
	42 U.S.C. 2000e et seq.
	42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
	42 U.S.C. 1983
	National School Boards Association Inquiry and Analysis - May 2008

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised PARENT AND FAMILY ENGAGEMENT
Number	po2111
Status	
Adopted	November 19, 2007
Last Revised	January 14, 2015

2111 - **PARENT AND FAMILY ~~INVOLVEMENT~~ENGAGEMENT**

The Board of Education recognizes and values parents and families as children's first teachers and decision-makers in education. The Board believes that student learning is more likely to occur when there is an effective partnership between the school and the student's parents and family. Such a partnership between the home and school and greater involvement of parents and family members in the education of their children generally result in higher academic achievement, improved student behavior, and reduced absenteeism. This policy shall serve as the District policy, as well as the Parent and Family Engagement policy for each school in the District.

The Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act of 2015 (ESSA), defines the term "parent" to include a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare).

In accordance with statute and the State Board of Education Parent and Family Involvement policy, the term "family" is used in order to include a child's primary caregivers, who are not the biological parents, such as foster caregivers, grandparents, and other family members and responsible adults who play significant roles in providing for the well-being of the child.

~~In accordance with statute and the State Board of Education Parent and Family Involvement Policy, use of the term "families" is used in order to include children's primary caregivers, who are not their biological parents, such as foster caregivers, grandparents, and other family members.~~

In cultivating partnerships with families and communities, the Board establishes the following expectations and objectives for meaningful parent and family engagement: ~~is committed to the following:~~

A. **Relationships with Families**

1. ~~( )~~ cultivating school environments that are welcoming, supportive, and student-centered; [4]
2. ~~( )~~ providing professional development for school staff that helps build partnerships between families and schools; [2,3,4]
3. ~~( )~~ providing family activities that relate to various cultures, languages, practices, and customs, and bridge economic and cultural barriers; [2,3]
4. ~~( )~~ providing coordination, technical ~~support~~ assistance and other support assist schools in planning and implementing family involvement activities. [3]
5. **( )** _____.

B. **Effective Communication**

1. ~~( )~~ providing information to families to support the proper health, safety, and well-being of their children;
2. ~~( )~~ providing information to families about school policies, procedures, programs, and activities; [2,3, 4]

3. ~~( )~~ promoting regular and open communication between school personnel and students' family members; [1, 4]
4. ~~( )~~ communicating with families in a format and language that is understandable, to the extent practicable; [2,3]
5. ~~( )~~ providing information and involving families in monitoring student progress; [3]
6. ~~( )~~ providing families with timely and meaningful information regarding Ohio's academic standards, State and local assessments, and pertinent legal provisions; [2,3,4]
7. ~~( )~~ preparing families to be involved in meaningful discussions and meetings with school staff. [2,3,4]
8. **( )** _____.

C. **Volunteer Opportunities**

1. ~~( )~~ providing volunteer opportunities for families to support their children's school activities; [1,3]
2. ~~( )~~ supporting other needs, such as transportation and child care, to enable families to participate in school-sponsored family involvement events. [3,4]
3. ( ) _____.

D. **Learning at Home**

1. ~~( )~~ offering training and resources to help families learn strategies and skills to support at-home learning and success in school; [1,2,3,4]
2. ~~( )~~ working with families to establish learning goals and help their children accomplish these goals; [1]
3. ~~( )~~ helping families to provide a school and home environment that encourages learning and extends learning at home. [1,2,3,4]
4. ( ) _____.

E. **~~Involving~~ Engaging Families in Decision Making and Advocacy**

1. ~~( ) involving~~ engaging families as partners in the process of school review and continuous improvement planning; [3,4]
2. ~~( ) involving~~engaging families in the development of its District-wide parent and family engagement ~~involvement~~ policy and plan, and distributing the policy and plan to families. [2,3,4]
3. ( ) _____.

F. **Collaborating with the Community**

1. ~~( )~~ building constructive partnerships and connecting families with community-based programs and other community resources; [2,3,4]
2. ~~( )~~ coordinating and integrating ~~family involvement~~ parent and family engagement programs and activities with District initiatives and community-based programs that encourage and support families' participation in their children's education, growth, and development. [2,3,4]
3. ( ) _____.

Implementation

The Superintendent will provide for a comprehensive plan to engage parents, families, and community members in a partnership in support of each student's academic achievement, the District's continuous improvement, and individual school improvement plans. The District's plan, as well as each school's plan will provide for annual evaluation, with the ~~involvement~~ meaningful engagement of parents and families, of the plan's content, effectiveness and identification of barriers to participation by parents and families with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background; the needs of parents and family members to assist with the learning of

their children (including engaging with school personnel and teachers); and the strategies to support successful school and family interaction. Each school plan will include the development of a written school-parent compact jointly with parents for all children participating in Title I, Part A activities, services, and programs. The compact will outline how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards. Evaluation findings will be used in the annual review of the Parent and Family ~~Involvement~~ Engagement policy and to improve the effectiveness of the District plan. This policy will be updated periodically to meet the changing needs of parents, families, and the schools.

[1]Indicates R.C. 3312.472 State Requirements
[2]Indicates IDEA 2004 Section 650 & 644 parent involvement requirements
[3]Indicates Title I Section 1118 parent involvement requirements
[4]Indicates State Board Parent and Family Involvement Policy recommendations

[NOTE: Districts should select all items ~~( ) options~~ included in this template in order to have a policy that meets the requirements of State and Federal law and program requirements of the Ohio Department of Education (ODE) and Title I.]

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Legal R.C. 3313.472

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY
Number	po2260
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

2260 - **NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY**

Any form of discrimination or harassment can be devastating to an individual's academic progress, social relationship and/or personal sense of self-worth. As such, the Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities.

The Board also does not discriminate on the basis of Protected Classes in its employment policies and practices as they relate to students, and does not tolerate harassment of any kind.

Equal educational opportunities shall be available to all students, without regard to the Protected Classes, age (unless age is a factor necessary to the normal operation or the achievement of any legitimate objective of the program/activity), place of residence within the boundaries of the District, or social or economic background, to learn through the curriculum offered in this District. Educational programs shall be designed to meet the varying needs of all students.

In order to achieve the aforesaid goal, the Superintendent shall:

A. Curriculum Content

review current and proposed courses of study and textbooks to detect any bias based upon the Protected Classes; ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict the contribution of both genders, various races, ethnic groups, etc. toward the development of human society;

B. Staff Training

develop an ongoing program of in-service training for school personnel designed to identify and solve problems of bias based upon the Protected Classes in all aspects of the program;

C. Student Access

1. review current and proposed programs, activities, facilities, and practices to verify that all students have equal access thereto and are not segregated on the basis of the Protected Classes in any duty, work, play, classroom, or school practice, except as may be permitted under State and Federal laws and regulations;

2. verify that facilities are made available, in accordance with Board Policy 7510 - Use of District Premises, for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society;

D. District Support

verify that like aspects of the District program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. Student Evaluation

verify that tests, procedures, and guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of the Protected Classes.

District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs").

[NOTE: School Districts are advised to appoint both a male and a female CO in order to provide complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two (2) COs, there should always be a CO available to investigate a claim of discrimination that pertains to the other CO.]

~~(Name)~~	~~(Name)~~
Director of the Four Cities Compact	Director of Student Services
(School District Title)	(School District Title)
330-336-3571	330-336-3571
(Telephone Number)	(Telephone Number)
524 Broad St. Wadsworth, OH 44281	524 Broad St. Wadsworth, OH 44281
(Office Address)	(Office Address)
~~(E-mail Address)~~	~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually:

A. ~~( ) in the parent/student and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. **(X)** on the School District's web site.

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination Act of 1975 is provided to students, their parents, staff members, and the general public. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

The Superintendent shall annually attempt to identify children with disabilities, ages 3-22, who reside in the District but do not receive public education. In addition, s/he shall establish procedures to identify students who are Limited English Proficient (LEP), including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a

program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation, and exit guidelines and shall be designed to provide students with effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading and writing, on an annual basis (see AG 2260F).

Reports and Complaints of Unlawful Discrimination and Retaliation

Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the CO ~~( ) at his/her first convenience~~ **(X)** within two (2) school days.

Members of the School District community, which includes students or third parties, who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may constitute unlawful discrimination based on a Protected Class, the Principal shall report the act to one of the COs who shall investigate the allegation in accordance with this policy. While the CO investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the CO's written report. The CO shall keep the Principal informed of the status of the Policy 2260 investigation and provide him/her with a copy of the resulting written report.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept complaints of unlawful discrimination/retaliation directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to any person who files a complaint. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation of a student is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the student, if age eighteen (18) or older, or the student's parents if the student is under the age eighteen (18), within two (2) school days to advise s/he/them of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure

Any student who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights ("OCR"). The Cleveland Office of the OCR can be reached at 1350 Euclid Avenue, Suite 325, Cleveland, Ohio 44115; Telephone: (216) 522-4970; Fax: (216) 522-2573; TDD: (216) 522-4944; E-mail: ocr.cleveland@ed.gov; Web: http://www.ed.gov/ocr.

Informal Complaint Procedure

The goal of the informal complaint procedure is to quickly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who believes s/he has been unlawfully discriminated or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint.

The informal process is only available in those circumstances where the parties (the alleged target of the discrimination and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

Students who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if a student feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe doing so, the individual should tell or otherwise inform the person who engaged in the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The complaining individual should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the person who allegedly engaged in the unlawful conduct of his/her concerns is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination, such as sexual discrimination, the CO may advise against the use of the informal complaint process.

A student who believes s/he has been unlawfully discriminated/retaliated against may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator in the school the student attends; 2) to the Superintendent or other District-level employee; and/or 3) directly to one of the COs.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide students who believe they are being unlawfully discriminated/retaliated against with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the student claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the student about how to communicate his/her concerns to the person who allegedly engaged in the discriminatory/retaliatory behavior.

B. Distributing a copy of Policy 2260 - Non-Discrimination and Access to Equal Educational Opportunity as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.

C. If both parties agree, the CO may arrange and facilitate a meeting between the student claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy and/or Student records policy. (See Policy **8310** and Policy **8330**)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the student elects to file a formal complaint initially, the formal complaint process shall be implemented.

A student who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant") may file a formal complaint, either orally or in writing, with a teacher, Principal, or other District employee at the student's school, the CO, Superintendent, or another District employee who works at another school or at the District level. Due to the sensitivity surrounding complaints of unlawful discrimination, timelines are flexible for initiating the complaint process; however, individuals

should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a teacher, Principal, or other District employee at the student's school, Superintendent, or other District employee, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in; the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the person alleged to have engaged in the misconduct. In making such a determination, the CO should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deems appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation. **(X)** A Principal will not conduct an investigation unless directed to do so by the CO.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent") that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 2260 - Non-Discrimination. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful discrimination/retaliation. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if unlawful discrimination or retaliation occurred, a preponderance of evidence standard will be used. **(X)** The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or designee, the Superintendent must either issue a final decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent shall issue a final written decision as described above.

If the Superintendent determines the Complainant was subjected to unlawful discrimination/retaliation, she/he must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

~~[ ] The decision of the Superintendent shall be final.~~

~~OR~~

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

[END OF OPTIONS]

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the student alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The Complainant may be represented, at his/her own cost, at any of the above described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a Complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

~~All records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Ohio's student records law will be maintained in a manner consistent with the provisions of the Federal and State law.~~

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination/retaliation by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, 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 any Federal or State civil rights law, 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.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information, provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation, which may include, but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);

M. copies of any documentation that memorial**izes any formal or informal re**~~**solutions to the alleged discrimination or harassment;**~~

~~[DRAFTING NOTE: The following options should be selected if the District concludes that the following items are not adequately encompassed in the preceding paragraphs.]~~

N. ~~( ) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; [REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials~~

~~reviewed and/or presented during the training.]~~

O. ~~( ) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~( ) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( ) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;~~

R. ~~( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.~~

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

These investigative records and materials created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

A.C. 3301-35-02(A)
R.C. 3301.0711, 3302.01, 3302.03, 3313.61, 3313.611, 3313.612, 3317.03
Fourteenth Amendment, U.S. Constitution
20 U.S.C. Section 1681, Title IX of Education Amendment Act
20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended
42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964
42 U.S.C. Section 2000ff et seq., The Genetic Information Nondiscrimination Act
42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended
29 C.F.R. Part 1635
34 C.F.R. Part 110 (7/27/93)
Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services, Department of Education, Office of Civil Rights, March 1979
~~Title III of the No Child Left Behind Act of 2001~~

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Legal

A.C. 3301-35-02(A)
R.C. 3301.0711, 3302.01, 3302.03, 3313.61, 3313.611, 3313.612, 3317.03
Fourteenth Amendment, U.S. Constitution
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20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended
42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964
42 U.S.C. Section 2000ff et seq., The Genetic Information Nondiscrimination Act
42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended
29 C.F.R. Part 1635
34 C.F.R. Part 110 (7/27/93)
Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services, Department of Education, Office of Civil Rights, March 1979

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised TITLE I SERVICES
Number	po2261
Status	
Adopted	November 19, 2007

2261 - **TITLE I SERVICES**

The Board of Education elects to augment the educational program of educationally disadvantaged students by the use of Federal funds and in accordance with Title I of the Elementary and Secondary Education Act of 1965, as amended.~~Amendments to the Elementary and Secondary School Improvement Act of 1965.~~

The Superintendent shall prepare and present to the Ohio Department of Education a plan for the delivery of services which meets the requirements of the law, including those described below. The plan shall be developed by appropriate staff members and parents of students who will be served by the plan. The District will periodically review and revise the plan, as necessary.

A. **Assessment**

The Board shall annually assess the educational needs of eligible children, as determined by Federal and State criteria. Such assessment shall include performance measures mandated by the Ohio Department of Education as well as those determined by the District professional staff, that will assist in the diagnosis, teaching, and learning of the participating students.

B. **Scope**

Each school shall determine whether the funds will be used to upgrade the educational program of an entire school in Title I schools that qualify as schoolwide schools and/or to establish or improve programs that provide services only for eligible students in greatest need of assistance. The schoolwide program, for an entire school and/or a Targeted Assistance School shall include the components required by law as well as those agreed upon by participating staff and parents.

C. **Participation**

The Title I program shall be developed and evaluated in consultation with parents and professional staff members, including teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders, **[in a District that has charter schools]**, administrators and other school appropriate personnel involved in its implementation. Appropriate training will be provided to staff members who provide Title I services. Parent participation shall be in accord with Board Policy 2261.01 and shall meet the requirements of Section 111~~8~~6 of the Act.

D. **Supplement Not Supplant and Comparability of Services**

Title I funds will be used only to supplement, not to supplant, State and local funds. The District will document its compliance with the supplement not supplant provisions by using a written methodology that ensures State and local funds are allocated to each school on the same basis, regardless of whether a school receives Title I funding. ~~The Superintendent shall use State and local funds to provide educational services in schools receiving Title I assistance that, taken as a whole, are at least comparable to services being provided in schools that are not receiving Title I assistance.~~

The Superintendent shall use State and local funds to provide educational services in schools receiving Title I assistance that, taken as a whole, are at least comparable to services being provided in schools that are not receiving Title I assistance. The determination of the comparability of services may exclude~~, in accordance with Federal regulations,~~ State and local funds expended for language instruction educational programs and the excess costs of providing services to children with disabilities as determined by the District.~~spent on compensatory education programs, bilingual education programs, and programs for educationally disabled students~~. The determination of comparability of services will not take into account unpredictable changes in student enrollments or personnel assignments that occur after the beginning of a school year.

In order to achieve comparability of services, the Superintendent shall assign teachers, administrators, and auxiliary personnel and provide curriculum materials and instructional supplies in an equitable manner throughout the District.

E. **Professional Development**

~~The Superintendent shall develop administrative guidelines whereby m~~Members of the professional staff may~~shall~~ participate in the design and implementation of staff development activities that~~ meet the requirements of Section 1119 of the Act and~~:

1. **(X)** involve parents in the training, when appropriate;
2. **(X)** combine and consolidate other available Federal and District funds;
3. **(X)** foster cooperative training with institutions of higher learning and other educational organizations including other school districts;
4. **(X)** allocate part of the staff development to the following types of strategies:

a. **(X)** performance-based student assessment;

b. **(X)** use of technology;

c. **(X)** working effectively with parents;

d. **(X)** early childhood education;

e. **(X)** meeting children's special needs;

~~( ) fostering gender equitable education;~~

f. ~~( ) provide opportunities for paraprofessionals to work toward licensing as professional educators.~~

F. ~~**Simultaneous Services**~~

~~In accordance with law, a school offering Title I services may also serve other students with similar needs.~~

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Legal 20 U.S.C. 6301 et seq.

34 C.F.R. Part 200, et seq.

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised PARENT AND FAMILY MEMBER PARTICIPATION IN TITLE I PROGRAMS
Number	po2261.01
Status	
Adopted	November 19, 2007
Last Revised	September 10, 2018

2261.01 - **PARENT AND FAMILY MEMBER PARTICIPATION IN TITLE I PROGRAMS**

In accordance with the requirements of Federal law, programs supported by Title I funds must be planned and implemented in meaningful consultation with parents and family members of the students being served.

Each year the Superintendent shall work with parents and family members of children served in Title I Programs in order to jointly develop and agree upon a proposed written parent and family engagement~~involvement~~ policy to establish expectations for the involvement of such parents and family members in the education of their children. The proposed policy shall be reviewed and approved annually by the Board of Education and distributed to parents and family members of children receiving Title I services. The proposed policy must establish the District's expectations and objectives for meaningful parent and family involvement, and describe how the School District will:

A. involve parents and family members in the development of the School District's Title I plans and any State-mandated comprehensive support and improvement plans~~in the process of school review and improvement, if necessary~~;

B. provide coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools in planning and implementing effective parent involvement activities to improve student achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;

C. ~~build the schools' and parents' capacity for strong parental involvement;~~

D. coordinate and integrate parent and family engagement~~involvement~~ strategies, to the extent feasible and appropriate, with other Federal, State, and local laws and programs~~ with parent involvement strategies under other programs such as Head Start, Reading First, Early Reading First, Even Start, Parents and Teachers, and Home Instruction for Preschool Youngsters~~;

E. with meaningful involvement of parents and family members,~~in consultation with parents,~~ annually evaluate the content and effectiveness of the parent and family engagement~~involvement~~ policy in improving the academic quality of schools, including:

1. identifying barriers to greater parent participation (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background);

2. ~~designing strategies for more effective parental involvement; and,~~

3. ~~revising the parental involvement policy if necessary;~~

4. the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and

5. strategies to support successful school and family interactions.

F. use the findings of the above-referenced evaluation to:

1. design evidence-based strategies for more effective parental involvement; and,

2. revise the parent and family engagement policy, if necessary;

G. ~~involve parents of children receiving Title I services in deciding how Title I funds reserved for parent involvement activities will be allocated;~~ involve parents in the activities of the District's Title I schools, which may include establishing a parent advisory board that may be charged with developing, revising and reviewing the parent and family engagement policy;

H. provide ~~full~~ opportunities for the informed participation of parents and family members (including parents and family members who have~~with~~ limited English proficiency and/or~~, parents with~~ disabilities, and parents and family members of migratory children, including providing information and school reports in a format, and to the extent practicable in a language, such parents can understand;

I. conduct meetings with parents including provisions for flexible scheduling and assistance to parents to better assure their attendance at meetings;

J. develop agendas for parent meetings to include review and explanation of the curriculum, means of assessments, and the proficiency levels students are expected to achieve and maintain;

K. provide opportunities for parents to formulate suggestions, interact and share experiences with other parents, and participate appropriately in the decision-making about the program and revisions in the plan;

L. involve parents in the planning, review, and improvement of the Title I program;

M. communicate information concerning school performance profiles and their child's individual performance to parents;

N. assist parents in helping their children in achieving the objectives of the program by such means as ensuring regular attendance, monitoring television-watching, providing adequate time and the proper environment for homework; guiding nutritional and health practices, and the like;

O. provide timely responses to parental questions, concerns, and recommendations;

P. coordinate and provide technical assistance and other support necessary to assist Title I schools to develop effective parent participation activities to improve academic achievement;

Q. conduct other activities as appropriate to the Title I plan and State and Federal requirements.

The Board will reserve the requisite percent of its allocation of Federal Title I funds to carry out the above-described activities. Parents and family members of children receiving Title I services shall be involved in the decisions regarding how the reserved funds are allotted for parent involvement activities. Reserved funds shall be used to carry out activities and strategies consistent with the Board's parent and family engagement policy (Policy 2111), including at least one (1) of the following:

A. Supporting schools and nonprofit organizations in providing professional development for the District and school personnel regarding parent and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents and family members.

B. Supporting programs that reach parents and family members at home, in the community, and at school.

C. Disseminating information on best practices focused on parent and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents and family members.

D. Collaborating, or providing subgrants to schools to enable such schools to collaborate, with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement.

E. Engaging in any other activities and strategies that the Board determines are appropriate and consistent with its parent and family engagement policy.

The Superintendent must also assure that each Title I participating school develops a specific written plan, with parental involvement and agreement, which includes provisions regarding the following:

A. Each principal must convene an annual meeting at a convenient time to which all parents of participating children are invited and encouraged to attend to explain the parents' rights to be involved and the school's obligations to develop a ~~parental involvement plan~~ parent and family engagement policy.

B. Meetings with parents of children receiving Title I services must be scheduled at flexible times with assistance such as child care, transportation, home visits, or similar aid offered to parents to encourage their involvement.

C. Parents must be involved in an organized, on-going and timely way in the development, review, and improvement of parent involvement activities, including the planning, review and improvement of the school parent and family engagement policy, and the joint development of the schoolwide program plan, if appropriate.

D. Parents of participating students must be provided with:

1. timely information about the Title I program and the school's parent and family engagement~~involvement~~ policy;

2. a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement~~proficiency~~ levels expected;

3. regular meetings, upon request, for parents to make suggestions, and to participate as appropriate, in decisions relating to the education of their children, and receive responses regarding the parents' suggestions about their student's education as soon as practicably possible.

E. If the written plan is not satisfactory to the parents of participating children, the school must submit any parents' comments when it presents the plan to the Superintendent.

F. As a component of the school-level ~~parental involvement~~ parent and family engagement policy, the principal for each school shall coordinate the development of a school-parent compact jointly with parents of children served under Title I which outlines how the school staff, the parents, and the student will share responsibility for improved student academic achievement~~improvement~~ and the means by which the school and parents will build and develop a partnership to help students achieve the State's high standards. The compact must:

1. describe the school's responsibility to provide a high quality curriculum and instruction in a supportive, effective learning environment;

2. describe the ways in which each parent is responsible for supporting ~~parent's responsibility to support~~ their child's learning environment such as monitoring attendance, homework, extra-curricular activities and excessive television watching; volunteering in the classroom; and participating, as appropriate, in decisions relating to the education of their children and their positive use of extra-curricular time;

3. address the importance of parent/teacher communication on an on-going basis through at least annual parent teacher conferences to discuss the child's achievement and the compact; frequent progress reports to the parents on their child's progress; ~~and~~reasonable access to the staff and to observe and participate in classroom activities and regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand.

G. Parents of children receiving Title I services must be notified about their school's parent and family engagement policy~~involvement policies~~ in an understandable and uniform format, and to the extent practicable, in a language the parents can understand. These policies must also be made available to the community.

H. School-level parent and family engagement~~involvement~~ policies must be updated~~evaluated~~ periodically to ~~consider whether they~~ meet the changing needs of parents and the schools.

In order to involve parents in the education of their children and to support a partnership among the school, parents and the community for improving ~~students~~ student academic achievement, the Superintendent and building principals must include provisions in the School District and school-level parent and family engagement~~involvement~~ policies regarding:

A. assisting parents of children served under Title I in understanding such topics as the State~~'s~~ academic standards, State and local academic ~~content and~~ assessments~~ standards~~, Title I, and ~~in understanding~~ how to monitor their child's progress and how to work with educators to improve their child's achievement;

B. providing materials and training to help parents work with their children to improve achievement, such as literacy training and using technology (including education about the harms of copyright privacy);

C. educating teachers, specialized instructional support~~pupil services~~ personnel, school leaders (including principals), and other staff, with the assistance of parents, about the value and utility of contributions of parents, how to reach out to, communicate with, and work with parents as equal partners, how to implement and coordinate parent programs, and how to build ties between parents and the school;

D. to the extent feasible and appropriate, coordination and integration of parent involvement programs and activities with other Federal, State and local programs (including public preschool programs), and conducting other activities that encourage and support parents more fully participating in the education of their children (e.g., parent resource centers);

E. providing information related to school and parent programs, meetings, and other activities to parents of participating children in a format, and, to the extent practicable, in a language the parents can understand;

F. providing such reasonable support for parent involvement activities as parents may request.

In order to build the School District's capacity for parent involvement, the Superintendent and building principals may also:

A. involve parents in the development of training for teachers and administrators and other educators to improve the effectiveness of such training;

B. provide necessary literacy training from Title I funds if the District has exhausted all other reasonably available sources of funding for such training;

C. pay reasonable and necessary expenses associated with parental involvement activities to enable parents to participate in school-related meetings and training sessions, including transportation and child care costs;

D. train parents to enhance the involvement of other parents;

E. arrange school meetings at a variety of times, or conduct in-house conferences between teachers or other educators who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation;

F. adopt and implement model approaches to improving parental involvement in Title I programs;

G. establish a District-wide parent advisory council to provide advice on all matters related to parental involvement programs;

H. develop appropriate roles for community-based organizations and businesses in parental involvement activities.

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Legal 20 U.S.C. 6318 et seq.

34 C.F.R. Part 200 et seq.

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Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 New DISTRICT AND SCHOOL REPORT CARD
Number	po2261.03
Status	

2261.03 - **DISTRICT AND SCHOOL REPORT CARD**

Each School District that receives Title I, Part A funds must prepare and publicly disseminate a report card on the performance and operations of the District. Report cards must be concise and presented in an understandable and uniform format that is developed in consultation with parents and accessible to persons with disabilities and, to the extent practicable, in a language that parents can understand. **[Drafting Note: The District must make the report card meaningfully accessible to parents and stakeholders who are limited English proficient.]**

The report shall contain the information called for on the form issued by the Ohio Department of Education in accordance with State and Federal law. The report must include 1) an overview section and 2) a detail section.

Report cards must begin with a clearly labeled overview section that is prominently displayed. The overview section of District report cards must include information on key metrics of State, District, and school performance and progress and is intended to help parents and other stakeholders quickly access and understand such information and provide context for the complete set of data included in the report.

The overview section of the annual report card must include for the District as a whole and each school, if appropriate:

A. student achievement data (i.e., the number and percentage of students at each level of achievement on the State mathematics, reading/language arts, and science assessments), including how achievement in the District compares to State as a whole and, for each school in the District, how that school compares to the District and the State as a whole;

B. English language proficiency of English learners (i.e., the number and percentage of English learners achieving English language proficiency as measured by Ohio's English proficiency assessment);

C. performance on each measure within the Academic Progress indicator used by the State for elementary schools and secondary schools that are not high schools;

D. high school graduation rates, including the four (4) year adjusted cohort and the extended-year adjusted cohort;

E. performance on each measure within any School Quality or Student Success indicator used by the State;

F. school identifying information, including student membership count and Title I participation status;

G. summative determination for each school;

H. whether the school was identified for comprehensive support and improvement or targeted support and improvement, and the reason(s) for such identification.

The overview section must include disaggregated data for specific student subgroups as required by the United States Department of Education (e.g., each major racial and ethnic group; children with disabilities; English learners; and economically disadvantaged students).

Report cards must include student achievement data overall and by grade, including the percentage of students at each level of achievement as determined by the State for all students and disaggregated by each major racial and ethnic group, gender, disability status, migrant status, English proficiency status, status as economically disadvantaged, status as a homeless student/youth, status as a child in foster care, and status as a student with a parent who is a member of the Armed Forces on active duty (which includes full-time National Guard duty). Data for these subgroups must be included in the detail section of report cards if it is not included in the overview section.

The details section of the District report card must include the remaining information required in the statute and applicable regulations. A District need not include information in the detail section of the report if it includes such information in the overview

section. The annual report detail section must include, if appropriate:

A. student achievement data (i.e., the number and percentage of students at each level of achievement on the State mathematics, reading/language arts, and science assessments), including how achievement in the District compares to State as a whole and, for each school in the District, how that school compares to the District and the State as a whole;

B. percentages of students assessed and not assessed in each subject (i.e. participation rates on required assessments);

C. extent alternate assessments aligned with alternate academic achievements standards were used for students with the most significant cognitive disabilities (i.e., the number and percentage of students assessed using alternate academic achievement standards, by grade and subject);

D. as applicable, number and percentage of recently arrived English learners exempted from one administration of the reading/language arts assessments or whose results are excluded from certain State indicators;

E. high school graduation rates, including the four (4) year adjusted cohort, and the extended-year adjusted cohort;

F. postsecondary enrollment rates for each high school;

G. information collected and reported in compliance with the Civil Rights Data Collection (CRDC) under 20 U.S.C. 3413(c)(1);

H. progress toward State-designed long-term goals for academic achievement, graduation rates, and English learners achieving English language proficiency (including measurements of interim progress);

I. level of performance on each indicator included in State accountability system including, as applicable, results on each individual measure within each indicator not already included in the school overview section;

J. information on educator qualifications;

K. information on per-pupil expenditures (i.e., actual personnel and actual non-personnel; for the District as a whole and each school);

[Note: The District and school report cards must include per-pupil expenditures of Federal, and State/local funds, disaggregated by source of funds; District expenditures not allocated to public schools; and the web address to the procedures for calculation.]

L. State performance on the National Assessment of Educational Progress (NAEP) – math and reading, grades 4 and 8;

M. description and Results of State accountability system (the District may provide the web address or URL of, or a direct link to, a State plan or other location on the Ohio Department of Education's web site to meet this requirement);

N. additional information best-suited to convey the progress of each school.

[Note: District report cards must include the following NAEP data: 1) the percentage of students at each NAEP achievement level (below basic, basic, proficient, and advanced) in the aggregate; 2) participation rate for students with disabilities; and 3) participation rate for English learners.]

O. other information as required by the State Department of Education.

When presenting data on a report card, the District shall protect the privacy of individuals and the privacy of personally identifiable information contained in students' education records in accordance with the Family Educational Rights and Privacy Act (FERPA) and R.C. Section 3319.321.

The District's annual report card information must be made publicly available through such means as posting on the District's web site and distribution to local media and public agencies. **[Note: If the District does not operate a web site, the District must make report available to the public in another manner determined by the Board.]**

The Board will provide the school level overview directly to all parents in each school served by the District annually. **[Note: The District may send the report card overview to the parents of students enrolled in each school in the District directly through the U.S. mail, via email, or through other means such as sending the report card overview home to parents in the child's backpack or distribute the report card during parent-teacher conferences.]**

The data from the local report card is to be used by each of the schools and the District as a whole in revising and upgrading school and District improvement plans.

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Legal	20 U.S.C. 6314
	34 C.F.R. 200.31(h)(I)
	A.C. 3301-35-02, 3301-35-02 (B)

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Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 New BLENDED LEARNING
Number	po2370.01
Status	

2370.01 - **BLENDED LEARNING**

The Board of Education authorizes the operation of a blended learning environment as an educational opportunity for students. Students participating in blended learning shall have the ability to earn credits by demonstrating proficiency of knowledge or skills through competency-based learning models rather than a minimum number of days or hours in a classroom or on a digital learning device. Students may advance from grade to grade based upon credits earned.

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

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

A. The means of personalization of student centered learning models to meet the needs of each student.

B. The evaluation and review of the quality of on-line curriculum delivered to students.

C. The assessment of each participating student's progress through the curriculum. Students shall be permitted to advance through each level of the curriculum based on demonstrated competency/mastery of the material.

D. The assignment of a sufficient number of teachers to ensure a student has an appropriate level of interaction to meet the student's personal learning goals. Each participating student shall be assigned to at least one (1) teacher of record. **[NOTE: A school or classroom that implements blended learning cannot be required to have more than one (1) teacher for every 125 students.]**

E. The method by which each participating student will have access to the digital learning tools necessary to access the on-line or digital content.

F. The means by which each school shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to or made available to students for instructional use. The school shall provide such device or software at no cost to any student who uses a device obtained from a source other than the school.

G. The means by which the school will ensure that teachers have appropriate training in the pedagogy of the effective delivery of on-line or digital instruction.

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

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

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Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 RESCIND SCHOOL REPORT CARD
Number	po2700
Status	
Adopted	November 19, 2007

~~2700 - **SCHOOL REPORT CARD**~~

~~Prior to October 31st of each year, the Superintendent shall prepare and publicly disseminate a report on the performance and operations of the District to all schools and parents in an understandable and uniform format and, to the extent practicable, in a language that parents can understand.~~

~~The report shall contain the information called for on the form issued by the State Department of Education in accordance with State and Federal law. In any year that the School District receives Title I funds, the annual report must include, if appropriate:~~

A. ~~The number and percentage of schools identified for school improvement and how long they have been in that category.~~

B. ~~Information regarding student achievement on statewide academic assessments, comparing the District and the State as a whole.~~

C. ~~For each individual school:~~

1. ~~whether it has been identified for school improvement;~~
2. ~~information that shows how student achievement on statewide academic assessment compared to other students in the School District and to the State as a whole.~~

~~This information must be made publicly available through such means as posting on the internet and distribution to local media and public agencies.~~

~~The data from the local report card is to be used by each of the schools and the District as a whole in revising and upgrading school and District improvement plans.~~

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Legal	20 U.S.C. 6311

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Number	po3122
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

3122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinator") (hereinafter referred to as the "COs").

[NOTE: School Districts are advised to appoint both a male and a female CO in order to provide complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two COs, there should always be a CO available to investigate a claim of discrimination that pertains to the other CO.]

~~(Name)~~	~~(Name)~~
Director of the Four Cities Compact	Director of Student Services
(School District Title)	(School District Title)
330-336-3571	330-336-3571
(Telephone Number)	(Telephone Number)
524 Broad St. Wadsworth, OH 44281	524 Broad St. Wadsworth, OH 44281
(Office Address)	(Office Address)
~~(E-mail Address)~~	~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually:

A. **(** ~~**)** in the staff handbooks.~~

B. ~~**( )** in the School District Annual Report to the public.~~

C. **(X)** on the School District's web site.

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. Any sections of the District's collectively-bargained, negotiated agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level employee or official who receives such a complaint shall file it with the CO ~~( ) at his/her first convenience~~ **(X)** within two (2) school days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept complaints of unlawful discrimination/retaliation directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to any person who files a complaint. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the employee within two (2) business days to advise him/her of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure (See Form 3122 F2)

Any employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to quickly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who believes s/he has been unlawfully discriminated or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

Employees who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe doing so, the individual should tell or otherwise inform the person who engaged in the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The complaining individual should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the person who allegedly engaged in the unlawful misconduct of his/her concerns is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination, such as sexual discrimination, the CO may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully discriminated/retaliated against may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one of the COs; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees who believe they are being unlawfully discriminated/retaliated against with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the individual about how to communicate his/her concern to the person who allegedly engaged in the discriminatory/retaliatory behavior.

B. Distributing a copy of Policy 3122 - Non-Discrimination as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works.

C. If both parties agree, the CO may arrange and facilitate a meeting between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy. (See Policy 8310)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"), may file a formal complaint, either orally or in writing, with a Principal, the CO, Superintendent, or other District-level employee. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a Principal, Superintendent, or other District-level employee, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in; the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the person who allegedly engaged in the misconduct. In making such a determination, the CO should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 3122 - Non-Discrimination. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provide recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful discrimination/retaliation. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. **(X)** The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or the designee, the Superintendent must either issue a final decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Complainant was subjected to unlawful discrimination/retaliation, s/he must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

~~**[ ]** The decision of the Superintendent shall be final.~~

~~**OR**~~

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

[END OF OPTIONS]

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the misconduct pursues the complaint. The Board also reserves the right to have the formal

complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The Complainant may be represented, at his/her own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

~~All public records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy.~~

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

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 any Federal or State civil rights law, 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.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~[DRAFTING NOTE: The following options should be selected if the District concludes that the following items are not adequately encompassed in the preceding paragraphs.]~~

N. ~~( ) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; [REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]~~

O. ~~( ) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~( ) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( ) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;~~

R. ~~( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal	R.C. 4112.01, 4112.02
	A.C. 3301-35-03(A)
	Fourteenth Amendment, U.S. Constitution
	20 U.S.C. Section 1681, Title IX of Education Amendment Act
	20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
	20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
	42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
	42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended
	34 C.F.R. Part 110 (7/27/93)
	42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
	42 U.S.C., 2000e, et seq., Civil Rights Act of 1964
	29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended
	29 C.F.R. Part 1635

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Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No.1 - August 2018 Revised TERMINATION AND RESIGNATION
Number	po3140
Status	
Adopted	November 19, 2007
Last Revised	February 8, 2010

3140 - **TERMINATION AND RESIGNATION**

Termination

The employment contract of a professional staff member may be suspended and/or terminated in accordance with law, upon a majority vote of the Board of Education, for good and just cause, including disclosing a question to a student on a State-mandated assessment. In such cases, the Board shall abide by due process, statutory procedures, and the applicable terms set forth in any collectively-bargained agreement.

Any professional staff member who fails to maintain a required license, certificate or permit throughout the term of employment will be immediately suspended without pay and such failure is grounds for termination.

Resignation

A professional staff member may resign in accordance with law and the applicable terms of any collectively-bargained agreement.

[X] A resignation, once accepted by the Board, may not then be rescinded.

Reporting Professional Misconduct

The Superintendent (or Board President where either the Superintendent and/or Treasurer has engaged in misconduct) will file a report to the Ohio Department of Education, on forms provided by the Department for that purpose, matters of professional misconduct on the part of licensed professional staff members in those specific circumstances set forth in State law and Policy 8141, including a conviction of the professional staff member of certain enumerated crimes and/or for conduct which is determined to be unbecoming to the teaching profession in conjunction with the non-renewal or termination of a professional staff member, or resignation by a professional staff member under threat of same and/or during the course of an investigation of conduct reasonably determined to be unbecoming the teaching profession.

Reports of any investigation regarding whether or not a professional staff member has committed an act or offense for which the Superintendent or Board President is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the professional staff member. Should the Ohio Department of Education determine that the results of that investigation do not warrant initiating an action suspending, revoking, or otherwise limiting that professional staff member's license or permit, the report(s) of any investigation will be moved to a separate public file.

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Legal	R.C. 3319.02, 3319.15, 3319.151, 3319.16, 3319.161, 3319.31, 3319.313
	R.C. 3319.39
	A.C. 3301-73-21

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Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised ANTI-HARASSMENT
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Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

3362 - **ANTI-HARASSMENT**

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

~~[ ] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

For purposes of this policy, "School District community" means students, administrators, and professional and classified staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive

enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or

C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B. Unwanted physical and/or sexual contact.

C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome

suggestive or insulting sounds or whistles; obscene telephone calls.

E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.

F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

I. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

J. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

K. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in R.C. 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical

impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Reports and Complaints of Harassing Conduct

Members of the School District community, which includes all staff, and third parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer at his/her first convenience.

Members of the School District community or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to one of the Anti-Harassment Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy 3362 investigation and provide him/her with a copy of the resulting written report.

Anti-Harassment Compliance Officers

The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".

[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]

~~(Name)~~	~~(Name)~~
Director of the Four Cities Compact	Director of Student Services
(School District Title)	(School District Title)
330-336-3571	330-336-3571
(Telephone Number)	(Telephone Number)
524 Broad St. Wadsworth, OH 44281	524 Broad St. Wadsworth, OH 44281
(Office Address)	(Office Address)
~~(E-mail Address)~~	~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually:

A. ~~( ) in the parent and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. **(X)** on the School District's web site.

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ( )

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer, or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Investigation and Complaint Procedure (See Form 3362 F1)

Any employee or other member of the School District community or third party (e.g., visitor to the District) who believes that s/he has been subjected to unlawful harassment or retaliation may seek resolution of his/her complaint through either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment, or retaliation timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or third party who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.

Employees, other members of the School District community, or third parties who believe that they have been unlawfully harassed or retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee, any other adult member of the School District community, or a third party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below on his/her own, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.

B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the Compliance Officers in accordance with the Board's records retention policy and/or Student Records policy. (See Policy 8310 and Policy 8330)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant", may file a formal complaint, either orally or in writing, with a teacher, principal, the Compliance Officer, Superintendent, or other District employee. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the alleged harasser. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. **(X)** A Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. **(X)** The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

~~**[ ]** The decision of the Superintendent shall be final.~~

OR

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

[END OF OPTIONS]

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or third party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

~~All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the School Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Ohio's student records law will be maintained in a manner consistent with the provisions of the Federal and State laws.~~

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

State law defines certain contact between a teacher and a student as "sexual battery." If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined in Ohio's Criminal Code, such knowledge should be immediately reported to local law enforcement.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent will report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members convicted of sexual battery, and will, in accordance with Policy 8141, suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]~~

N. ~~( ) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; [REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]~~

O. ~~( ) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~( ) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( ) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;~~

R. ~~( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal	R.C. 4112.02
	20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
	20 U.S.C. 1681 et seq.
	29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
	29 U.S.C. 794, Rehabilitation Act of 1973, as amended
	29 C.F.R. Part 1635
	29 U.S.C. 6101, The Age Discrimination Act of 1975
	42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
	42 U.S.C. 2000d et seq.
	42 U.S.C. 2000e et seq.
	42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
	42 U.S.C. 1983
	National School Boards Association Inquiry and Analysis - May 2008

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Number	po4122
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

4122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

District Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinator") (hereinafter referred to as the "COs").

[NOTE: School Districts are advised to appoint both a male and a female CO in order to provide complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two COs, there should always be a CO available to investigate a claim of discrimination that pertains to the other CO.]

Director of the Four Cities Compact	Director of Student Services
~~(Name)~~	~~(Name)~~
(School District Title)	(School District Title)
330-336-3571	330-336-3571
(Telephone Number)	(Telephone Number)
524 Broad St. Wadsworth, OH 44281	524 Broad St. Wadsworth, OH 44281
(Office Address)	(Office Address)
~~(E-mail Address)~~	~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually:

A. **(** ~~**)** in the staff handbooks.~~

B. ~~**( )** in the School District Annual Report to the public.~~

C. **(X)** on the School District's web site.

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. Any sections of the District's collectively-bargained, negotiated agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level employee or official who receives such a complaint shall file it with the CO ~~( ) at his/her first convenience~~ **(X)** within two (2) school days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept complaints of unlawful discrimination/retaliation directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to any person who files a complaint. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the employee within two (2) business days to advise him/her of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure (See Form 4122 F2)

Any employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to quickly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who believes s/he has been unlawfully discriminated or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

Employees who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe doing so, the individual should tell or otherwise inform the person who engaged in the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The complaining individual should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the person who allegedly engaged in the unlawful misconduct of his/her concerns is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination, such as sexual discrimination, the CO may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully discriminated/retaliated against may make an informal complaint, either orally or in writing: 1) to a building administrator; 2) directly to one of the COs; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees who believe they are being unlawfully discriminated/retaliated against with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the individual about how to communicate his/her concern to the person who allegedly engaged in the discriminatory/retaliatory behavior.

B. Distributing a copy of Policy 4122 - Non-Discrimination as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works.

C. If both parties agree, the CO may arrange and facilitate a meeting between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy. (See Policy **8310**)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"), may file a formal complaint, either orally or in writing, with a Principal, the CO, Superintendent, or other District-level employee. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a Principal, Superintendent, or other District-level employee, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the person who allegedly engaged in the misconduct. In making such a determination, the CO should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 4122 - Non-Discrimination. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful discrimination/retaliation. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. **(X)** The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or the designee, the Superintendent must either issue a final decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the Complainant was subjected to unlawful discrimination/retaliation, s/he must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

~~**[ ]** The decision of the Superintendent shall be final.~~

~~**OR**~~

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

[END OF OPTIONS]

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the misconduct pursues the complaint. The Board also reserves the right to have the formal

complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The Complainant may be represented, at his/her own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

~~All public records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy.~~

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

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 any Federal or State civil rights law, 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.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]~~

N. ~~( ) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; [REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]~~

O. ~~( ) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~( ) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( ) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;~~

R. ~~( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal	R.C. 4112.01, 4112.02
	A.C. 3301-35-03(A)
	Fourteenth Amendment, U.S. Constitution
	20 U.S.C. Section 1681, Title IX of Education Amendment Act
	20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
	20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
	42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
	42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended
	34 C.F.R. Part 110 (7/27/93)
	42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
	42 U.S.C., 2000e, et seq., Civil Rights Act of 1964
	29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended
	29 C.F.R. Part 1635

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No.1 - August 2018 Revised TERMINATION AND RESIGNATION
Number	po4140
Status	
Adopted	November 19, 2007
Last Revised	January 12, 2009

4140 - **TERMINATION AND RESIGNATION**

The employment of a classified staff member may, upon a majority vote of the Board of Education, be suspended and/or terminated for violation of Board policies and in accordance with the criteria and procedures set forth in the

~~**( ) Civil Service rules,**~~

(X) Ohio revised code,

~~**( ) applicable terms of any collectively bargained agreement,**~~

as appropriate.

[X] It is the policy of the Board that classified staff who are not going to be rehired be given an opportunity to resign.

Any classified employee who fails to maintain a required license, certificate or permit throughout the term of employment will be immediately suspended without pay and such failure is grounds for termination.

A classified staff member under contract may resign by filing a written resignation with the Treasurer or the Superintendent at least thirty (30) days prior to the effective date of the resignation, unless an earlier date is permitted by the Board.

[X] A resignation, once accepted by the Board, may not then be rescinded.

Reporting Professional Misconduct

The Superintendent will file a report to the Ohio Department of Education, on forms provided by the Department for that purpose, matters of professional misconduct on the part of certain classified 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), in those specific circumstances set forth in State law and Policy 8141, including a conviction of the staff member of certain enumerated crimes and/or in conjunction with the non-renewal or termination of a licensed staff member, or resignation by a licensed staff member under threat of same and/or during the course of an investigation, for conduct which is determined to be unbecoming to the teaching profession. Reports of any investigation regarding whether or not a licensed classified staff member has committed an act or offense for which the Superintendent is required to make a report to the Ohio Department of Education shall be kept in the personnel file of the classified staff member. Should the Ohio Department of Education determine that the results of that investigation do not warrant initiating an action suspending, revoking, or otherwise limiting that classified employee's license or permit, the report(s) of any investigation will be moved to a separate public file.

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Legal	R.C. 3319.081, 3319.31, 3319.313, 3319.39
	A.C. 3301-73-21

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No 1 - August 2018 Revised DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS AND OTHER EMPLOYEES WHO PERFORM SAFETY SENSITIVE FUNCTIONS
Number	po4162
Status	
Adopted	November 19, 2007
Last Revised	April 9, 2018

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 any 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. Opioids

D. Amphetamines

E. Phencyclidine (PCP)

~~**[ ] OPTION #1**~~
~~The drug tests are to 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.~~

[X] OPTION #2

The drug tests are to be conducted in accordance with Federal and State regulations a.) prior to employment, 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.

~~**[ ]** Candidates shall also be tested for the presence of alcohol in their system prior to employment.~~

[END OF OPTIONS]

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 to the District's Employee Assistance Program.

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

(X) the test will be considered positive and the employee shall be prohibited from driving any school vehicle and be referred to the District's Employee Assistance Program.

(X) 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 0.04 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/Fitness for Duty, 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.

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 breathalyzer tests, the District's MRO, and the drug collection site(s) in accordance with the requirements of the law.

Educational Materials Related to Certain Federal Regulations, Board Policies, and Procedures

CDL License Holders and other employees who perform safety-sensitive functions will be provided educational materials at the time of hire or at any time when required to operate a school vehicle. The educational materials shall explain the requirements of applicable Federal regulations and the Board's policies and District's procedures with respect to meeting these Federal regulations. The Board designates **(**X **)** the Transportation Supervisor as the individual responsible for providing educational materials to CDL License Holders and other employees who perform safety-sensitive functions. The educational materials will include, at a minimum, the following: ~~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 contact information for **(**X **)** the Transportation Supervisor, who is the individual ~~name of the person~~ designated by the Board to answer questions about the educational materials

B. a statement that all CDL License Holders and other employees who perform safety-sensitive functions are subject to 49 C.F.R. 382, which is a Federal regulation that addresses the misuse of alcohol and other controlled substances

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

D. information concerning prohibited ~~what~~ conduct ~~is prohibited~~

E. the circumstances under which employees are subject to testing for alcohol and/or controlled substances

F. the procedures for testing for the presence of alcohol and controlled substances 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, including post-accident information, procedures, and instructions required under Federal regulations

G. the requirement that staff members must submit to alcohol and controlled substance testing as required by the regulations

H. an explanation of what constitutes a refusal to be tested for alcohol or controlled substances and the attendant consequences

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

J. the consequences for employees found to have ~~for a test indicating~~ an alcohol concentration of ~~greater than~~ 0.02 or greater but less than 0.04~~, and~~

K. information concerning the effects of alcohol and ~~drug misuse~~ controlled substances use 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 and/or controlled substances problem is suspected (including confrontation and how to refer someone to an Employee Assistance Program or to management), and

L. information regarding the requirement that certain personal information collected and maintained under 49 C.F.R. Part 382 be reported to the Commercial Driver's License Drug and Alcohol Clearinghouse

These materials are to be distributed to each staff member upon being hired or transferred into a covered position thereafter. A staff member who refuses to sign the requisite statement shall be prohibited from performing any safety sensitive functions. 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.

Return-to-Duty (Safety-Sensitive Positions)

Employees who are removed from performing safety-sensitive functions as a result of this policy must take and pass return-to-duty test before returning to performing safety-sensitive functions. The return-to-duty test will not occur until after a Substance Abuse Professional (SAP) has determined that the employee has successfully complied with prescribed education and/or treatment. The employee must have a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02 before resuming performance of safety-sensitive duties.

Subject to any collective bargaining agreement or other legal requirements, employees who are eligible to return to performing safety-sensitive functions may not do so without the approval of the Superintendent.

49 C.F.R. Part 382~~.101 et seq.~~
34 C.F.R. Part 40

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Legal 49 C.F.R. Part 382
34 C.F.R. Part 40

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4362 - **ANTI-HARASSMENT**

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as "unlawful harassment"), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

~~**[ ]** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

For purposes of this policy, "School District community" means students, administrators, and professional and classified staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or

physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or

C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:
Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B. Unwanted physical and/or sexual contact.

C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome

suggestive or insulting sounds or whistles; obscene telephone calls.

E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.

F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

I. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

J. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

K. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in R.C. 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the

characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Reports and Complaints of Harassing Conduct

Members of the School District community, which includes all staff, and third parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer at his/her first convenience.

Members of the School District community or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to one of the Anti-Harassment Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy 4362 investigation and provide him/her with a copy of the resulting written report.

Anti-Harassment Compliance Officers

The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".

[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]

~~(Name)~~	~~(Name)~~
Director of the Four Cities Compact	Director of Student Services
(School District Title)	(School District Title)
330-336-3571	330-336-3571
(Telephone Number)	(Telephone Number)
524 Broad St. Wadsworth, OH 44281	524 Broad St. Wadsworth, OH 44281
(Office Address)	(Office Address)
~~(E-mail Address)~~	~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually:

A. ~~( ) in the parent and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. **(X)** on the School District's web site.

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer, or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Investigation and Complaint Procedure (See Form 4362 F1)

Any employee or other member of the School District community or third party (e.g., visitor to the District) who believes that s/he has been subjected to unlawful harassment or retaliation may seek resolution of his/her complaint through either the informal or formal procedures as described below. Further, a process for investigating claims of harassment ore retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment, or retaliation timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights, the Ohio Civil Rights Commission ("OCRC") or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or third party who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.

Employees, other members of the School District community, or third parties who believe that they have been unlawfully harassed or retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee, any other adult member of the School District community, or a third party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below on his/her own, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.

B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the Compliance Officers in accordance with the Board's records retention policy and/or Student Records policy. (See Policy 8310 and Policy 8330)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant", may file a formal complaint, either orally or in writing, with a teacher, principal, the Compliance Officer, Superintendent, or other District employee. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the alleged harasser. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. **(X)** A Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. **(X)** The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

~~**[ ]** The decision of the Superintendent shall be final.~~
~~**OR**~~

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

[END OF OPTIONS]

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or third party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights the Complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is

interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

~~All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the School Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Ohio's student records law will be maintained in a manner consistent with the provisions of the Federal and State laws.~~

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

State law defines certain contact between a teacher and a student as "sexual battery." If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined in Ohio's Criminal Code, such knowledge should be immediately reported to local law enforcement.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent will report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed classified staff members convicted of sexual battery, and will, in accordance with Policy 8141, suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but

not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]~~

N. ~~( ) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; [REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]~~

O. ~~( ) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~( ) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( ) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;~~

R. ~~( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal	R.C. 4112.02
	20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
	20 U.S.C. 1681 et seq.
	29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
	29 U.S.C. 794, Rehabilitation Act of 1973, as amended
	29 C.F.R. Part 1635
	29 U.S.C. 6101, The Age Discrimination Act of 1975
	42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
	42 U.S.C. 2000d et seq.
	42 U.S.C. 2000e et seq.
	42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
	42 U.S.C. 1983
	National School Boards Association Inquiry and Analysis - May 2008

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5517 - **ANTI-HARASSMENT**

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age (except as authorized by law), religion, ancestry, or genetic information (collectively, "Protected Classes") that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

~~**[ ]** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

For purposes of this policy, "School District community" means students, administrators, and professional and classified staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating harassment charges comprises part of one's supervisory duties.

Definitions

Bullying

Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes,

that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. intimidation;

D. stalking;

E. cyberstalking;

F. cyberbullying;

G. physical violence;

H. theft;

I. sexual, religious, or racial harassment;

J. public humiliation; or

K. destruction of property.

Harassment

Harassment means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;

B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or

C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B. Unwanted physical and/or sexual contact.

C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or

education may be adversely affected by not submitting to sexual advances.

D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.

F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

I. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

J. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of "sexual battery" as set forth in R.C. 2907.03. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate

in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

Reports and Complaints of Harassing Conduct

Students and all other members of the School District community and third parties are encouraged to promptly report incidents of harassing conduct to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the District's Anti-Harassment Compliance Officer ~~( ) at his/her first convenience~~ **(X)** within two (2) school days.

Members of the School District community, which includes students, or third parties who believe they have been unlawfully harassed are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to one of the Anti-Harassment Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy 5517 investigation and provide him/her with a copy of the resulting written report.

Anti-Harassment Compliance Officers

The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers".

[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]

~~(Name)~~	~~(Name)~~
Director of the Four Cities Compact	Director of Student Services
(School District Title)	(School District Title)
330-336-3571	330-336-3571
(Telephone Number)	(Telephone Number)
524 Broad St. Wadsworth, OH 44281	524 Broad St. Wadsworth, OH 44281
(Office Address)	(Office Address)
~~(E-mail Address)~~	~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually:

A. ~~( ) in the parent and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. **(X)** on the School District's web site.

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student, other member of the School District

community or third party in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed within a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) school days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Investigation and Complaint Procedure

Any student who believes that s/he has been subjected to unlawful harassment may seek resolution of his/her complaint through either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights.

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint.

Students who believe that they have been unlawfully harassed may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in the informal process.

Students who believe that they have been unlawfully harassed may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if a student feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A student who believes s/he has been unlawfully harassed may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator in the school the student attends; 2) to the Superintendent or other District-level

employee; and/or 3) directly to one of the Compliance Officers.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below on his/her own, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide students who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the student claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the student about how to communicate the unwelcome nature of the behavior to the alleged harasser.

B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.

C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the student claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

~~All materials generated as part of the informal complaint process will be retained by the Compliance Officedrs in accordance with the School Board's records retention policy and/or Student records policy. (See POlicy 8310 and Policy 8330)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the student elects to file a formal complaint initially, the formal complaint process shall be implemented.

A student who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the "Complainant", may file a formal complaint, either orally or in writing, with a teacher, principal, or other District employee at the student's school, the Compliance Officer, Superintendent, or another District employee who works at another school or at the district level. Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District employee at the student's school, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the alleged harasser. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. **(X)** A Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the individual alleged to have engaged in the harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

A. interviews with the Complainant;

B. interviews with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. **(X)** The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within ten (10) school days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) school days. At the conclusion of the additional investigation, the Superintendent shall issue a final written decision as described above.

~~**[ ] The decision of the Superintendent shall be final.**~~
~~**OR**~~

[X] A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

[END OF OPTIONS]

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the student alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

~~All records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Ohio's student records law will be maintained in a manner consistent with the provisions of the Federal and State law.~~

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

Retaliation

Any act of retaliation against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation is prohibited.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

State law defines certain contact between a teacher and a student as "sexual battery." If the Compliance Officer or a designee has reason to believe that the Complainant has been the victim of criminal conduct as defined in Ohio's Criminal Code, such knowledge should be immediately reported to local law enforcement.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Allegations Involving Conduct Unbecoming the Teaching Profession/Suspension

The Superintendent will report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members convicted of sexual battery, and will, in accordance with Policy 8141, suspend such employee from all duties that concern or involve the care, custody, or control of a child during the pendency of any criminal action for which that person has been arrested, summoned and/or indicted in that regard.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information, provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]~~

N. ~~( ) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; [REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]~~

O. ~~( ) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~( ) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( ) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;~~

R. ~~( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal	R.C. 4112.02
	20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
	20 U.S.C. 1681 et seq.
	29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
	29 U.S.C. 794, Rehabilitation Act of 1973, as amended
	29 U.S.C. 6101, The Age Discrimination Act of 1975
	42 U.S.C. 2000d et seq.
	42 U.S.C. 2000e et seq.
	42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
	42 U.S.C. 1983
	National School Boards Association Inquiry and Analysis - May, 2008

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised SEXUAL VIOLENCE
Number	po5517.02
Status	
Adopted	November 16, 2015

5517.02 - **SEXUAL VIOLENCE**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its education programs and activities. The Board is committed to maintaining an education and work environment that is free from all forms of unlawful harassment, including sexual harassment.

Sexual harassment, including sexual violence, interferes with students' rights to receive an education free from discrimination, and, in the case of sexual violence, is a crime. Pursuant to its Title IX obligations, the Board is committed to eliminating sexual violence in all forms and will take appropriate action against any individual found responsible for violating this policy. To further its commitment against sexual violence, the Board provides reporting options, an investigative and disciplinary process, and other related services as appropriate.

This policy applies to all student complaints, whether filed by a student, his/her parent, an employee, or third party on the student's behalf. It applies to all District operations, programs, and activities, as well as to unlawful conduct occurring on school property or during a Board-sponsored activity. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment.

Definitions

Sexual Harassment

As detailed further in Policy 5517, sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature. Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Examples include, but are not limited to:

A. unwelcome sexual propositions, invitations, solicitations, and flirtations;

B. unwanted physical and/or sexual contact;

C. threats or insinuations implying that a person's conditions of education may be adversely affected by not submitting to sexual advances;

D. unwelcome sexual verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; unwelcome sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls;

E. sexually suggestive objects, pictures, videotapes, audio recordings or literature;

F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;

G. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;

H. speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;

I. inappropriate boundary invasions into a student's personal space and personal life; and

J. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Sexual Violence

Sexual violence, as used in this policy, refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age, intellectual or other disability, or use of drugs or alcohol).

Sexual violence includes rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. Sexual violence can be carried out by school employees, other students, or third parties. All such acts of sexual violence are forms of sexual harassment and, in turn, sex discrimination prohibited by Title IX.

Harassing conduct creates a hostile environment when it interferes with or limits a student's ability to participate in or benefit from the school's program. A single or isolated incident of sexual harassment may create a hostile environment if the incident is sufficiently severe. For example, a single instance of rape is sufficiently severe to create a hostile environment.

Anti-Harassment Compliance Officers

The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers."

[NOTE: For the complainant's comfort, districts are advised to appoint both a male and a female Compliance Officer. The Compliance Officers may also serve as the District's Section 504/ADA and Title IX Coordinators.]

~~(Name)~~	~~(Name)~~
Director of the Four Cities Compact	Director of Student Services
(School District Title)	(School District Title)
330-336-3571	330-336-3571
(Telephone Number)	(Telephone Number)
524 Broad St. Wadsworth, OH 44281	524 Broad St. Wadsworth, OH 44281
(Office Address)	(Office Address)
~~(E-mail Address)~~	~~(E-mail Address)~~

The names, titles, and contact information of these individuals will be published annually:

A. ~~( ) in the student, parent, and staff handbooks.~~

B. ~~( ) in the School District Annual Report to the public.~~

C. **(X)** on the School District's web site.

D. ~~( ) on each individual school's web site.~~

E. ~~( ) in the School District's calendar.~~

F. ~~( ) _____.~~

The Compliance Officers are available during regular school/work hours to discuss Title IX questions, sexual violence concerns, and to assist students, other members of the School District community, and third parties. Compliance Officers shall accept sexual violence complaints directly from any members of the School District community or a visitor to the District, as well as those initially filed within a school building administrator. Upon receiving a complaint, the Compliance Officer or designee will discuss confidentiality issues with the complainant (and his/her parent, if the complainant is a minor), and open an investigation as described below.

Complaint Procedures

Reporting

Students and Board employees are required, and parents, community members, and third parties are encouraged, to report sexual violence promptly to a teacher, administrator, supervisor, or other school official. Reports can be made orally or in writing, and should be as specific as possible. The person making the report shall identify the alleged victim, perpetrator(s), and witness(es),

and describe in detail what occurred, including date(s), time(s), and location(s). The District, however, will investigate and address all reports to the extent possible.

A student has a right to file criminal and/or Title IX complaints simultaneously. A student does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to sexual violence or any other Title IX concerns may also be filed with the U.S. Department of Education's Office for Civil Rights.

~~**[OPTIONAL: The District's harassment reporting form (Form 5517.02 F1) is an optional, but not required, way to report sexual harassment, including sexual violence. This form is available at _____.]**~~

Any teacher, administrator, supervisor, or other school employee or official who receives such a complaint shall file it with the District's Compliance Officer within two (2) school days, and shall comply with his/her mandatory reporting responsibilities pursuant to R.C. 2151.412. The Compliance Officer will oversee the District's investigation and response to any Title IX-related complaints, but s/he may delegate the investigative process to another individual ("Designee"). The Board reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy.

Confidentiality

The District respects students' privacy and will only disclose information regarding alleged sexual violence to individuals who are responsible for handling the school's response, the student's parents (if the student is a minor or is considered a dependent under Section 152 of the Internal Revenue Code), or as otherwise required by law. During the course of a formal investigation, the Compliance Officer/designee will instruct all interviewees about the importance of maintaining confidentiality. Interviewees will be directed not to disclose any information that s/he learns or that s/he provides during the course of the investigation to third parties.

Students or their parents sometimes ask that the students' names not be disclosed to the alleged perpetrators or that no investigation or disciplinary action be pursued to address the alleged sexual violence. Upon such a request, the Compliance Officer/designee will inform the student and his/her parent that honoring the request may limit the District's ability to respond fully to the incident, including pursuing disciplinary action against the alleged perpetrator. The official will also explain that Title IX includes protections against retaliation, and that school officials will not only take steps to prevent retaliation but also take strong responsive action if it occurs.

Should the student or his/her parents continue to request complete confidentiality, the Compliance Officer/designee will balance the student's privacy request with the District's obligation to provide a safe and non-discriminatory environment for all students. Should the official determine that the District can honor the student's or parent's request and remain in compliance with its Federal and State obligations, the District may limit its investigation and/or formal action against the alleged perpetrator. The District will, however, take other action to address the sexual violence. This may include increasing monitoring and security, offering schedule changes, and conducting climate surveys.

If the Compliance Officer/designee determines that the District must disclose the student's identity to an alleged perpetrator, s/he will inform the student and his/her parents prior to disclosure. The District will then afford interim protection measures to the student as appropriate.

Investigation

The District is committed to investigating all sexual violence complaints in an adequate, reliable, impartial, and prompt manner. The investigation will seek to determine whether the conduct occurred, and if so, what actions the school will take to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and remedy its effects.

The investigation may include:

A. interviewing the complainant, perpetrator, and any witnesses;

B. reviewing law enforcement investigation documents;

C. reviewing student and personnel files;

D. gathering and examining other relevant documents or evidence; and

E. providing a disciplinary hearing as needed.

The District affords both parties a balanced and fair process. Specifically, the complainant has the same rights throughout the proceeding as the alleged perpetrator. Both parties, for example, will have an equal opportunity to present relevant witnesses and other evidence at a disciplinary hearing. Likewise, the District's appeal process is available to both parties. The District, however, does not require complainants to be present for the hearing or appeal. Further, the District will not permit parties to personally question or cross-examine each other directly.

[~~OPTION~~]
~~**[ ]** Additionally:~~

A. ~~**( )** The District permits both parties to have legal counsel or other advisors at any stage of the proceedings. Any restrictions on legal counsel participation apply to both parties equally.~~

B. ~~**( )** The District permits both parties to submit third-party testimony.~~

C. ~~**( )** The District permits both parties to be present for the entire hearing, but it will not require the complainant and alleged perpetrator to be present in the same room at the same time.~~

~~[END OF OPTION]~~

In resolving a complaint, the District uses a preponderance of the evidence standard, determining whether it is more likely than not that sexual violence occurred.

Timeline

The Compliance Officer/designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) school days after receipt of a report of sexual violence to advise s/he/them of the Board's intent to investigate the alleged misconduct. The Compliance Officer/designee will also inform the alleged perpetrator of the opportunity to submit a written response to the complaint within five (5) business days. The District's investigation, including a disciplinary hearing process (but not appeal), may take up to sixty (60) calendar days to complete. This timeframe may be extended on a case-by-case basis, depending on the complexity and severity of the matter, criminal investigation requirements, and school breaks. During this period, the District will provide the complainant with periodic updates on the status of the investigation.

Interim Measures

During the investigation, the District will take interim steps to facilitate the complainant's equal access to its education programs. These steps may include, but are not limited to: 1) notifying the complainant of his/her options to avoid contact with the alleged perpetrator; 2) allowing the complainant to change his/her academic, extracurricular, transportation, dining, and working situation as appropriate; and 3) informing complainant of other available resources, such as counseling, legal assistance, and victim advocacy. Specific interim measures will be considered and offered on a case-by-case basis.

Notice

Upon completing its investigation, the District will notify both parties in writing about the outcome of the complaint and any appeal. Specifically, the District will notify the complainant: 1) as to whether the investigation substantiated the allegations; 2) of individual remedies offered to the complainant; 3) of sanctions imposed on the perpetrator that directly relate to the complainant; and 4) other steps the District has taken to eliminate the hostile environment and prevent recurrence. The alleged perpetrator will be notified of the investigation's result and disciplinary consequence to him/her, if any. The District will not notify the alleged perpetrator about the individual remedies afforded to the complainant. All aforementioned notifications will comply with Federal and State privacy laws, including the Family Education Rights and Privacy Act (FERPA).

Remedies

The District will provide a prompt and equitable resolution. If the investigation substantiates the complaint, the District will take steps to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and remedy its effects. In addition to imposing disciplinary consequences on the perpetrator, the District will consider the following individual and global remedies, on a case-by-case basis.

A. providing medical, counseling, and academic support services to the complainant and/or perpetrator;

B. re-arranging schedules at the complainant's request;

C. affording the complainant extra time to complete or retake classes without academic penalty;

D. reviewing any disciplinary proceedings against the complainant;

E. training or retraining employees;

F. developing materials on sexual violence;

G. conducting sexual violence prevention programs; and

H. conducting climate checks.

The District will not offer mediation in cases involving sexual violence. Disciplinary consequences against offenders may include suspension, expulsion, termination, and any other sanctions the Board deems appropriate. Any discipline meted out to offenders will comply with special education and Section 504 laws and regulations.

Appeals Process

Both complainants and perpetrators may appeal the outcome of the investigation. Any appeal opportunities afforded to the alleged perpetrator are also afforded to the complainant. Any party wishing to appeal the outcome of the investigation must submit a written appeal to the Board within ten (10) school days after receipt of the written notice of the outcome of the investigation. The Board shall, within twenty (20) work days, conduct a hearing concerning the appeal. The Board shall provide a written decision to the appealing individual within ten (10) work days following completion of the hearing.

Retaliation

Federal law strictly prohibits retaliation against a complainant or witness. The District will inform complainant of this prohibition and direct him/her to report retaliation, whether by students or school officials, to the Compliance Officer. Upon learning of retaliation, school officials will take strong responsive action as appropriate.

Training

All staff will be trained so they know to report harassment to appropriate school officials. This training will include practical information about how to identify and report sexual harassment, including sexual violence. The training will be provided to any employees likely to witness or receive complaints involving sexual harassment and/or sexual violence, including teachers, school law enforcement unit employees or school resource officers, school administrators, school counselors, and health personnel. Further, school administrators responsible for investigating allegations of sexual harassment and sexual violence will be trained how to conduct such investigations and respond properly to such charges.

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]~~

N. ~~( ) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; [REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]~~

O. ~~( ) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~

P. ~~( ) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~

Q. ~~( ) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;~~

R. ~~( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

34 C.F.R. Part 106

Dear Colleague Letter on Sexual Violence (Office for Civil Rights, 2011)

OCR's Revised Sexual Harassment Guidance (2001)

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Copy of REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS
Number	po5610
Status	
Adopted	November 19, 2007
Last Revised	April 10, 2017

5610 - **REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS**

The Board of Education recognizes that exclusion from the educational program of the schools, whether by emergency removal, out-of-school suspension, expulsion, or permanent exclusion, is the most severe sanction that can be imposed on a student in this District, and one that cannot be imposed without due process. However, the Board has zero tolerance of violent, disruptive or inappropriate behavior by its students.

No student is to be removed, suspended out-of-school, expelled and/or permanently excluded unless his/her behavior represents misconduct as specified in the Student Code of Conduct/Student Discipline Code approved by the Board. The Code shall also specify the procedures to be followed by school officials when implementing such discipline. In addition to the procedural safeguards and definitions set forth in this policy and the student/parent handbook, additional procedures and considerations shall apply to students identified as disabled under the IDEA, ADA, and/or Section 504 of the Rehabilitation Act of 1973. (See Policy 5605 "Suspension/Expulsion of Disabled Students.")

Students may be subject to discipline for violation of the Student Code of Conduct/Student Discipline Code even if that conduct occurs on property not owned or controlled by the Board but where such conduct is connected to activities or incidents that have occurred on property owned or controlled by the Board, or conduct that, regardless of where it occurs, is directed at a District official or employee, or the property of such official or employee.

For purposes of this policy and the Student Code of Conduct/Student Discipline Code, the following shall apply:

A. "Emergency removal" shall be the exclusion of a student who poses a continuing danger to District property or persons in the District or whose behavior presents an on-going threat of disrupting the educational process provided by the District. (See Policy 5610.03 "Emergency Removal")

B. "Suspension" shall be the temporary exclusion of a student by the Superintendent, principal, assistant principal, or any other administrator from the District's instructional program for a period not to exceed ten (10) school days. Suspension shall not extend beyond the current school year, if at the time a suspension is imposed, fewer than ten (10) days remain in the school year.

   The Superintendent may instead require a student to participate in a community service program or another alternative consequence for a number of hours equal to the remaining part of the period of the suspension. The student shall be required to begin such community service program or alternative consequence during the first full week day of summer break.

   The Superintendent may develop a list of appropriate alternative consequences, and set forth such list in the applicable guidelines.

   In the event, the student fails to complete the required community service or the assigned alternative consequence, the Superintendent may determine the next course of action. Such course of action, however, shall not include requiring the student to serve the remaining time of the suspension at the beginning of the following year.

   The procedures for suspension are set forth in the Student Code of Conduct/Student Discipline Code and Policy 5611 - Due Process Rights.

   Students are permitted to make up all work missed during a suspension for full credit.

C. "Expulsion" shall be the exclusion of a student from the schools of this District for a period not to exceed the greater of eighty (80) school days or the number of school days remaining in a semester or term in which the incident that gives rise to the expulsion takes place or for one (1) year as specifically provided in this policy and the Student Code of Conduct/Student Discipline Code. Only the Superintendent may expel a student. The procedures for expulsion are set forth in the Student Code of Conduct/Student Discipline Code and Board Policy 5611 "Due Process Rights".

1. **Firearm or Knife**

Unless a student is permanently excluded from school, the Superintendent shall expel a student from school for a period of one (1) year for bringing a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except that the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. Similarly, the Superintendent shall expel a student from school for a period of one (1) year for possessing a firearm or knifecapable of causing serious bodily injury-at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except the Superintendent may reduce this period on a case-by- case basis in accordance with this policy. The expulsion may extend, as necessary, into the school year following the school year in which the incident that gives rise to the expulsion takes place. The Superintendent shall refer any student expelled for bringing a firearm (as defined in 18 U.S.C. 921(a)(3)) or weapon to school to the criminal justice or juvenile delinquency system serving the District.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes, but is not limited to any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or other similar device.

A knifecapable of causing serious bodily injury-is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device (including sharp, metal martial arts weapons such as ninja throwing stars) that is used for, or is readily capable of, causing death or serious bodily injury.

The Superintendent may, in his/her sole judgment and discretion, modify or reduce such expulsion in writing, to a period of less than one(1) year, on a case-by-case basis, upon consideration of the following:

a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);

b. The degree of culpability given the age of the student and its relevance to the misconduct and/or punishment and/or evidence regarding the probable danger posed to the health and safety of others, including evidence of the student's intent and awareness regarding possession of the firearm or knife capable of causing serious bodily injury; and/or

c. The academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

2. **Violent Conduct**

If a student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act:

a. would be a criminal offense if committed by an adult;

and

b. results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6)

the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);

or

b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

3. **Bomb Threats**

If a student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat, the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, for the following reasons:

a. for students identified as disabled under the IDEA, ADA, and Section 504 of the Rehabilitation Act of 1973, upon recommendation from the group of persons knowledgeable of the student's educational needs;

or

b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

D. "Permanent exclusion" shall mean the student is banned forever from attending a public school in the State of Ohio. (See Policy 5610.01)

If a student is expelled for more than twenty (20) school days or for any period of time that extends into the next school year, the Superintendent shall provide the student and his/her parents with the names, addresses, and telephone numbers of those public or private agencies in the community which offer programs or services that help to rectify the student's behaviors and attitudes that contributed to the incident(s) that caused the expulsion.

If the Superintendent determines that a student's behavior on a school vehicle violates school rules, s/he may suspend the student from school bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior. Any such suspension must comply with due process and the Student Code of Conduct/Student Discipline Code.

The Board authorizes the Superintendent to provide for options to suspension/expulsion of a student from school which may include alternative educational options.

The Superintendent shall initiate expulsion proceedings against a student who has committed an act that warrants expulsion under Board policy even if the student withdraws from school prior to the hearing or decision to impose the expulsion. The expulsion must be imposed for the same duration it would have been had the student remained enrolled.

The Board may temporarily deny admittance to any student who has been expelled from the schools of another Ohio district or an out- of-state district, if the student's expulsion period set by the other district has not expired. The expelled student shall first be offered an opportunity for a hearing. This provision also applies to a student who is the subject of a power of attorney designating

the child's grandparent as the attorney-in-fact or caretaker authorization affidavit executed by the child's grandparent and is seeking admittance into the schools of this District in accordance with Policy 5111.

The Board may temporarily deny admittance to any student who has been suspended from the schools of another Ohio district, if the student's suspension period set by the other district has not expired. The suspended student shall first be offered an opportunity for a hearing before the Board.

When a student is expelled from this District, the Superintendent shall send written notice to any college in which the expelled student is enrolled under Postsecondary Enrollment Options at the time the expulsion is imposed. The written notice shall indicate the date the expulsion is scheduled to expire.

If the expulsion is extended, the Superintendent shall notify the college of the extension.

The Superintendent may require a student to perform community service in conjunction with or in place of a suspension or expulsion. The Board may adopt guidelines to permit the Superintendent to impose a community service requirement beyond the end of the school year in lieu of applying the expulsion into the following school year.

~~Definitions/Procedures~~

A. **~~Suspension~~** ~~is defined as the denial to a student, for a school period of at least one (1) but no more than ten (10) school days, of permission to attend school and/or to take part in any school function. Suspension may be extended beyond the current semester or school year.~~
~~When the alleged misconduct becomes known, the student will be given written notice of the intention of suspension and the reasons for such action by the Superintendent, principal, or assistant principal. The student will be given an opportunity to appear at an informal hearing before the Superintendent, Superintendent's designee, principal or assistant principal and challenge the reasons for the possible suspension or otherwise explain his/her actions.~~
~~Within one (1) school day after the time of a student's suspension, the Superintendent or principal shall send written notice of the suspension to the student and his/her parent, guardian or custodian and the Treasurer of the Board. The notice shall specify the duration of the suspension and the reasons therefore. It also shall include notification of the right of the student of his/her parent, guardian or custodian to appeal the suspension to the Board or its designee within five (5) days of the suspension in order to be heard against the suspension, to be represented in the appeal proceeding and to request that such hearing be held in executive session.~~
~~This procedure shall not and need not be followed in cases where a student is removed from one or more curricular activities for a period of less than twenty-four (24) hours and is not subject to suspension.~~
~~Students are permitted to make up all work missed during a suspension for full credit.~~

B. **~~Expulsion~~** ~~is defined as the denial to the student, for a period exceeding ten (10) school days, of permission to attend school and to take part in any school function or the denial or permission to attend a particular class or classes or to take part in an activity for such a period. Expulsions may extend beyond the current semester or school year.~~
~~Prior to any expulsion, the Superintendent shall give the student and his/her parent, guardian or custodian written notice of the intention to expel and shall provide the student and his/her parent, guardian, or custodian with an opportunity to appear before the Superintendent or his/her designee and challenge the reasons for the intended expulsion or otherwise explain the student's actions.~~
~~The notice shall include the reasons for the intended expulsion, notification of the right of the student, guardian, custodian or their representative to appear before the Superintendent or his/her designee to hear and to challenge the reasons for the intended expulsion or otherwise to explain the student's actions, and notification of the time and place to appear. The time to appear shall not be sooner than three (3) nor later than five (5) days after the notice has been mailed unless the Superintendent grants an extension of time at the request of the student, his/her guardian, custodian or representative. Such extensions shall not exceed five (5) days. If an extension of time is granted, the Superintendent shall notify the student and his/her parent, guardian, custodian or representative of the new time and place to appear.~~
~~Within one (1) school day after the time of any expulsion, the Superintendent shall send written notice to the student and his/her parent, guardian or custodian and the Treasurer of the Board. The notice shall specify the duration of the expulsion and the reasons therefore. It also shall include notification of the right of the student of his/her parent, guardian or custodian to appeal the expulsion to the Board or to its designee within fourteen (14) days of the expulsion in order to be heard against such expulsion, to be represented in the appeal proceeding, to be granted a hearing before the Board or its designee in order to be heard against the expulsion and to request that such hearing be held in executive session.~~
~~This procedure shall not and need not be followed in cases when a student is removed from one or more curricular activities for a period of less than twenty-four (24) hours and is not subject to expulsion.~~
~~Any act that would be a criminal offense when committed by an adult that results in serious physical harm to persons or property (as defined in R.C. 2901.01) may result in expulsion up to one (1) year. Additionally, violations of the weapons in schools policy may result in expulsion of up to one (1) year. The Superintendent may reduce the one-year (1) expulsion on a case-by-case basis. Matters which might lead to a reduction of the expulsion period include: an incident involving a disabled student and the incident is a manifestation of the disability; the age of the student and its relevance to the punishment; the prior disciplinary history of the student; and/or the intent of the perpetrator or any other reason relevant to each incident.~~

Notice of expulsion will be sent to any college in which the expelled student is enrolled.

C. **Emergency Removal** is defined as the denial to a student whose presence poses a continuing danger to persons or property or an on-going threat of disrupting the academic process taking place either within a classroom or elsewhere on the school premises for a period not exceeding three (3) school days, of permission to attend school and to take part in any school function.
Pending completion of the procedures set forth in sections A or B, when circumstances are such that a student's continuing presence in school is reasonably certain to pose a continuing danger to persons or property or an on-going threat of disrupting the academic process taking place either within the classroom or elsewhere, on the school premises or at school-sponsored or related activities or events, the Superintendent or principal or assistant principal may remove a student from curricular or extracurricular activities or from the school premises, without complying with the notice and hearing requirements of section A or B. In like circumstances, at teacher may remove a student from curricular or extracurricular activities under his/her supervision, without complying with the notice and hearing requirements of section A or B. As soon as practicable after making such removal, the teacher shall submit the reasons, in writing, for such removal to the principal.
If a student is removed under this subparagraph, written notice of the reason(s) for the removal and written notice of the hearing to be held regarding the removal shall be given to the student, as soon as practicable, prior to the hearing. The hearing must be held within three (3) school days from the time the initial removal is ordered.
The hearing shall be held in accordance with the procedure set forth in section A above, pertaining to suspension, unless it is probable that the student may be subject to expulsion. In that event, hearings shall be held in accordance with the procedure set forth in section B above, except that the hearing shall be held within three (3) school days of the initial removal. The school official who ordered, caused or requested the student's removal under this Article shall be present at the hearing.
This procedure shall not and need not be followed in cases when a student is removed from one (1) or more curricular activities for a period of less than twenty-four (24) hours and is not subject to suspension or expulsion.

D. **Permanent Exclusion** – The Board may seek the permanent exclusion of a student sixteen (16) years of age or older who is either convicted in criminal court or adjudicated delinquent by a juvenile court for any of the following offenses that occur on school grounds or at a school function:

1. Illegal conveyance or possession of deadly weapons or dangerous ordinance.
2. Carrying concealed weapons.
3. Selling or offering to sell or possessing a controlled substance.
4. Aggravated murder, murder, voluntary manslaughter, involuntary manslaughter, felonious assault, rape, gross sexual imposition or felonious sexual penetration if the victim is a school employee.
5. Complicity in any of the above-described violations regardless of whether the act of complicity was committed on school property or at a school activity.

When a proposed suspension is for any of the above reasons and the student is age sixteen (16) or older, the parent and student will be notified that the student may also be subject to permanent exclusion from school if the student is convicted or adjudicated a delinquent child for that violation. Any action to permanently exclude a student will be in compliance with R.C. 3313.662.

E. **Disciplinary Removal** is an action less severe than suspension, expulsion or emergency removal and is defined as the removal of the student from a class or from participation in an extracurricular activity. No disciplinary removal may extend beyond five (5) days.

1. A student may be removed from a class or other curricular activity where the student engages in conduct which tends to interfere with or disrupt the class or curricular activity or for violation of code or school rules and regulations.
2. A student may be removed from an extracurricular activity in which s/he has been accepted or qualified for membership where the student engages in conduct which tends to interfere with or disrupt the extracurricular activity or where the student violates the rules or regulations which govern participation in the extracurricular activity.
3. Before a student is removed from a curricular or extracurricular activity for more than twenty-four (24) hours, the student shall be given written notice of the intention to remove and the reasons for the intended disciplinary removal. The student will be given an opportunity to appear at an informal hearing before the Superintendent, Superintendent's designee, principal or assistant principal to challenge the reasons for the intended disciplinary removal or otherwise explain his/her actions.

F. **In-School Detention** is less severe than suspension and is defined as a removal of the student, for a period of at least one (1) but not more than ten (10) days, from his/her regularly scheduled classes.
Before a student is placed on in-school detention, the student shall be given written notice of the intention to impose in-school detention and the reasons for the intended in-school detention. The student will be given an opportunity to appear at an informal hearing before the Superintendent, Superintendent's designee, principal, or assistant principal to respond to the reasons (or otherwise explain his/her actions) for the intended in-school detention. No additional notices or appeal rights are required.

Appeals to the Board

A. Pursuant to the Code of Student Suspension, Expulsion or Removal, a student or his/her parent, guardian or custodian may appeal his/her suspension, expulsion or removal to the Board or its designee. Notice of such appeal shall be filed, in writing, with the Treasurer of the Board within five (5) days of the suspension or within fourteen (14) days of the expulsion. The

~~student or his/her parent, guardian or custodian may be represented in the appeal proceeding and shall be granted a hearing before the Board or its designee to be heard against the suspension or expulsion.~~
~~If an appeal is taken before the Board or its designee, such appeal may, upon the request of the student, his/her parent, guardian or custodian or attorney, be heard in executive session.~~
~~The Board, by a majority vote of its full membership, or by the action of its designee, may affirm the suspension or expulsion or may reinstate the affected student or may otherwise reverse, vacate or modify the order of suspension or expulsion.~~

B. ~~The Director of Instruction and Professional Development is hereby appointed as designee to hear all suspension appeals. As designee, the Director of Instruction and Professional Development's decision shall be considered automatically adopted by the Board, without the necessity for any further Board action.~~
C. ~~The Board shall hear its own expulsion appeals, unless it appoints a designee, on a case-by-case basis. In the case of expulsion, all expulsions may be heard in executive session at the election of the party appealing. The Board shall take action on the expulsion appeal in public session.~~
D. ~~A verbatim record shall be kept of all hearings under this paragraph.~~
E. ~~Decisions of the Board or its designee may be appealed under Chapter 2506 of the revised code.~~

Searches

In accordance with Policy 5771, school officials may search a student or a student's property when there are reasonable grounds to suspect the presence of contraband that violates the law or school rules. Dogs trained in the detection of illegal drugs and/or weapons may patrol school facilities and premises. A dog altering to an object is considered reasonable grounds for a search. Vehicles on school property are also subject to search. Student lockers are the property of the Board and are subject to search based on reasonable suspicion of the violation of the law or school rules and to random searches without regard to reasonable suspicion.

Times and Places Applicable

Unless otherwise noted in the individual section, this code shall be applicable to any conduct: on school grounds or property adjacent to school grounds; during, before and after school hours, on school grounds at any other time when the school or the school grounds are being used by a school-related group; off school grounds at a school-sponsored activity, function or event; on a school bus or conveyance; or at any other time when the student is subject to the authority of the school. The rules and standards also apply to conduct off school premises which is connected to activities or incidents that have occurred on school property. The rules and standards also apply to any misconduct, regardless of where it occurs, that is directed at a District employee or official or the property of such employee or official.

Substantive Provisions

Misconduct for which suspension/expulsion may be imposed:

A. Tobacco: students shall not possess, use, transmit, conceal or sell cigarettes or tobacco. State law prohibits students from smoking in any school building. This includes possession or the use of matches and/or lighters. No warning will be given for smoking violations. A student is considered smoking when seen with a cigarette, leaving a discarded one or any other evidence indicating smoking.

B. Dress and Appearance: Students shall not violate school rules relating to dress and appearance. Students shall attend school dressed in a manner which is clean, not hazardous to their safety or the safety of others, and which does not distract from the educational environment.

C. Truancy, Tardiness or Class Cutting: Students shall not be absent from all or any portion of the regularly scheduled classes or other mandatory activities without school authorization and parental consent. A student is considered tardy to first period if s/he is not in his/her assigned seat when the late bell rings.

D. Profane, Vulgar or Improper Language or Gestures: Students shall not speak or write profane, vulgar, derogatory, demeaning or other improper or inappropriate language, or use profane, vulgar or other improper inappropriate gestures or signs or engage or attempt to engage in profane, vulgar or other improper or inappropriate actions. Student attire containing profanity or obscenity is prohibited.

E. Insubordination (also referred to as Failure to Comply with Directives): This is defined as failing to follow the directives of school personnel or otherwise acting in defiance of school authority. Students shall comply with directives, requests and orders of teachers, student teachers, substitute teachers or other appropriate school personnel.

F. Failure to Accept Discipline or Punishment: Students shall not refuse to accept discipline or punishment from teachers, student teachers, substitute teachers, educational aides, bus drivers, principals or other appropriate school personnel.

G. Harassment, Hazing and/or Sexual Harassment: Students shall not threaten, act or participate in or attempt to threaten, act or participate in an act or acts that injures, degrades, disgraces or tends to injure, degrade or disgrace any student. This includes any unwanted sexual advances which may be verbal, visual or physical contact.

H. Violations of School Bus Conduct Requirement: Students shall not act or participate in any act or acts or attempt to act or participate in any act which poses or tends to pose a danger to the safe operation of a school bus or conveyance, including, but not limited to, failing to remain seated, throwing objects as passengers, the driver or out of the window, extending arms or objects out of the window, shouting and other disorderly conduct which could cause physical harm, emotional stress or diversion of the driver's attention.

I. Disrespect: Students shall not act so as to intimidate, insult or otherwise abuse, orally or in writing, any member of the school staff or student body.

J. Disruption of School: Students shall not by use of violence, force, noise, coercion, threat, harassment, intimidation, fear, passive resistance or any other conduct, cause, attempt or threaten to cause the disruption or obstruction of any lawful mission, process, activity or function of the school. Students shall not urge other students to engage in such conduct for the purpose of causing, attempting or threatening to cause the disruption or obstruction of any lawful mission, process, activity or function of the school. While this list is not intended to be all-inclusive, the following acts illustrate the kinds of misconduct prohibited by this rule:

1. occupying any school building, school grounds or part thereof;

2. blocking the entrance or exit of a school building or corridor or room therein;

3. setting fire or attempting to set fire to or damaging or attempting to damage or defacing or attempting to deface any school building or property;

4. making, by telephone call, letter or other means, a threat to damage or destroy any school property or to disrupt any school- sponsored or related activity, function or event on or off school grounds. Any bomb threat to a school building, or to any premises at which a school activity is occurring will subject the offender to a one-year (1) expulsion;

5. activating or attempting to activate an emergency alarm system in the absence of an emergency;

6. preventing or attempting to prevent by physical act or verbal utterance the convening or continuing function of any school, class or activity or any lawful meeting or assembly on or off the school property;

7. preventing or attempting to prevent students from attending a class or any school-sponsored or related activity or event;

8. except under the direct instruction of the principal or other authorized school personnel, blocking pedestrian or vehicular traffic on school property or at the site of any school-sponsored activity or event; or

9. continuously making noise or acting in a manner so as to interfere with a teacher's ability to conduct a class or an extracurricular activity.

K. Damage, Destruction, Theft or Unauthorized Removal of School Property: Students shall not cause or attempt to cause damage to school property or steal or attempt to steal school property or engage in or attempt to engage in or participate or attempt to participate in the unauthorized removal of school property.

L. Damage, Destruction, Theft, or Unauthorized Removal of Private Property: Students shall not cause or attempt to cause damage to private property of students, teachers, school personnel or other persons or steal or attempt to steal private property or engage or attempt to engage in or participate or attempt to participate in the unauthorized removal of private property.

M. Physical or Verbal Assault on or Abusive Language Toward a School Employee, Authorized Visitor or Another Student: Intentionally or recklessly causing or threatening physical or emotional harm to another student or behaving in such a manner as to present an imminent risk of such harm. Students shall not use vulgar, profane or abusive gesture toward any school employee, authorized school visitor or another student, not cause or attempt to cause physical injury, or behave in such a way as could threaten to cause physical injury to a school employee, authorized school visitor or another student.

N. Weapons, Dangerous Instruments, Fireworks and Explosives: Students shall not violate this District's policy against dangerous weapons in school Policy 5772. Students shall not use, possess, handle, transmit, sell, conceal or barter for, or bring upon school grounds, to a school activity or on to a school vehicle any object that can be classified as a weapon or dangerous instrument. Weapons and dangerous instruments shall include any object which is used or may be used to inflict

physical harm or property damage or to threaten to inflict such harm or damage. Items that have the appearance of a weapon or dangerous instrument are also prohibited.

Students shall not possess, handle, transmit, conceal, sell or barter for, or bring upon school grounds, to a school activity or on to a school vehicle any fireworks, explosives, inflammables, munitions or other objects that could cause physical harm or property damage. Students shall not ignite, explode, detonate or attempt to ignite, explode or detonate fireworks, explosions, munitions, inflammables or other objects that could cause physical harm or property damage.

Violations of this section of the Student Code of Conduct may be subject to a one-year (1) or more expulsion as detailed in policy 5772. Violations of this section will also result in notification to the registrar of motor vehicles and the county juvenile judge.

O. Narcotics, Alcoholic Beverages, Look-Alike Drugs and Stimulant or Depressant Drugs:

1. Students shall not possess, use, transmit, sell, conceal, or consume any alcoholic beverage or intoxicant or any of the drugs of abuse while on school property and/or involved in school activities. Likewise, students shall not consume or have discernible odor of any alcoholic beverages or intoxicant or drug of abuse at a time before the student's arrival at school or a school- sponsored or related event or activity. Examples of drugs of abuse include, but are not limited to, narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, glue, butane, cocaine, nonmedically prescribed anabolic steroids or other substances that could modify behavior.

   Where a student is found to have violated this paragraph by using or consuming unauthorized drugs, drugs of abuse or intoxicants, s/he may be required to submit a letter from a psychiatrist or physician stating that the student is physically and mentally able to resume his/her studies prior to his/her reentry on the school premises or participation in school-related activities.

   Use of drugs as authorized by a medical prescription from a licensed physician shall not be considered in violation of this rule provided proper documentation has been completed and filed with the school office. However, selling, transferring or otherwise providing prescription drugs to a student to whom the drugs are not prescribed is a violation of this rule.

2. Students shall not possess, use, transmit, sell, consume or conceal any drug or look-alike drugs of abuse, instruments or drug paraphernalia (i.e., hypodermic needle, syringe, water pipe, roach clip, etc.).

3. Students who are knowingly in the presence of other students who are engaging in substance abuse and who fail to report such substance abuse to school authorities will also be in violation of this policy forbidding alcohol and drug use and will be subject to at least a five (5) day suspension.

4. Violations of this section may also result in notification to the registrar of motor vehicles and the county juvenile judge.

P. Trespass:

1. Students shall not enter upon school grounds or premises of a school building to which the students are not assigned during or after school hours except with the express permission of the school principal of that building or to attend or participate in a school-sponsored event in which their regularly assigned school is involved or where students from their regularly assigned school have been invited to attend or participate.

2. Students already under suspension, expulsion or emergency removal shall not enter upon grounds or premises of the students regularly assigned or other school buildings without the express permission of the principal.

Q. Misconduct Away From School: Students who sell or transmit any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, cocaine, marijuana or other controlled substance or drug of abuse off school property or at a nonschool-sponsored or related activity, function or event, or on school property before or after school, may in accordance with the procedures set forth in R.C. 3313.66, be subject to suspension or expulsion from school if the Superintendent determines that the student's continued presence in the school is reasonably certain to disrupt or interfere with the educational process or endanger the health or safety of the students or others.

Students who engage in an assault upon a school employee or other student off school property, at a nonschool-sponsored or related activity, function or event, or on school property before or after school hours may, in accordance with the procedures set forth in R.C. 3313.66, be subject to suspension or expulsion from school if it is determined that the student's continued presence in the school is reasonably certain to disrupt or interfere with the educational process or endanger the health or safety of the students or others.

R. Falsification or Misstatement of Facts or Other Information: Students shall not forge the writing of another or falsely use the name of another person or falsify times, dates, grades, addresses or other data on school forms or school-related correspondence. Cheating and/or plagiarism on school assignments is considered fraud. Lying is considered fraud.

S. Gambling: Students shall not engage in or promote games of chance, placing bets or risk anything of value.

T. Obtaining Property or Things of Value by Use of Coercion and Related Misconduct: Students shall not use or attempt to use an express or implied threat, violence, harassment, coercion or intimidation to obtain money or any other type of property belonging to another student, a school employee or others.

U. Public Display of Affection or Sexual Acts: Students shall not engage in kissing, embracing or any sexual acts or displays not appropriate to the educational environment.

V. Repeated Violations: Students who repeatedly engage in acts which violate this code shall be subject to more severe punishment, including suspension or expulsion, for subsequent violations. The District shall be entitled to maintain records of each student's misconduct and consider such records in arriving at the type and severity of punishment to be imposed for a violation of this code.

W. Violation of Rules: Students shall not violate the policies of the Board, school rules, classroom rules or regulations. Such policies and rules and regulations will be posted in a conspicuous place. Students are responsible for becoming familiar with those items.

X. Personal Communication Devices: Students are not permitted to use personal communication devices in a manner contrary to Wadsworth City School District Policy 5136: Personal Communication Devices. Personal communication devices include: computers, tablets (e.g., iPads and similar devices), electronic readers ("e-readers"; e.g., Kindles and similar devices), cell phones (e.g., mobile/cellular telephones, smartphones (e.g., BlackBerry, iPhone, Android devices, Windows Mobile devices, etc.)), telephone paging devices (e.g., beepers or pagers), and/or other web- enabled devices of any type.

Y. Aiding and Abetting: Aiding and abetting any violation of this Student Code of Conduct will result in disciplinary action.

Z. Failure to Provide Evidence/Providing False Information/Lying: Students are expected to be honest concerning violations of the Code of Conduct and to help school officials establish the truth about a possible violation of the Student Code of Conduct. In establishing the facts concerning an incident, students shall be expected to cooperate with school officials. Students shall not give or assist in giving false or fictitious accounts to any school official, policy official, fire official or any other person acting in an official or lawful capacity.

AA. Violating Acceptable Use Policy: Students shall not use school-owned computers in a manner that violates the school's Acceptable Use Policy.

BB. Violation of Student Publications Policy: Students shall not violate the Student Publications Policy, Policy 5722, with respect to content of student and nonstudent publications and requirements before distributing such publications.

CC. Other Misconduct: Any misconduct which is contrary to the school's educational mission is prohibited.

A copy of this policy is to be posted in a central location in each school and made available to students and parents upon request. Key provisions of the policy should also be included in the parent-student handbook.

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Legal R.C. 2919.222, 3313.534, 3313.649, 3313.66, 3313.661, 3313.662, 3313.663
R.C. 3313.664, 3321.13 (B)(3) and (C),3327.014
18 U.S.C. Section 921
20 U.S.C. 3351, 20 U.S.C. 7151, 20 U.S.C. 8921

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised IN-SCHOOL DISCIPLINE
Number	po5610.02
Status	
Adopted	November 19, 2007

5610.02 - **IN-SCHOOL DISCIPLINE**

It is the purpose of this policy to allow for an alternative to out-of-school suspension. The availability of in-school discipline options is dependent upon the financial ability of the Board of Education to support them.

In-school discipline will only be offered at the discretion of the _____Building Administrator_____ for offenses found in the Student Code of Conduct/Student Discipline Code.

~~The Superintendent is to establish administrative guidelines for the proper operation of such programs.~~ As long as the in-school disciplinary alternatives are served entirely in the school setting, they will not require any notice, hearing or appeal rights. Any student who is issued an in-school disciplinary assignment shall serve such assignment in a supervised learning environment within the school setting and shall be permitted to complete any classroom assignments missed because of the in-school discipline.

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Legal	R.C. 3313.66, 3313.661

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Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised EMERGENCY REMOVAL OF STUDENTS
Number	po5610.03
Status	
Adopted	November 19, 2007

5610.03 - **EMERGENCY REMOVAL OF STUDENTS**

If a student's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process taking place either in a classroom or elsewhere on school premises, then the Superintendent, Principal or assistant Principal may remove the student from curricular activities or from the school premises. A teacher may remove the student from curricular activities under the teacher's supervision, but not from the premises. If a teacher makes an emergency removal, the teacher will notify a building administrator of the circumstances surrounding the removal in writing, as soon as practicable. Because such removal is not subject to the normal suspension and expulsion procedures, ~~N~~no prior notice or hearing is required for any removal under this policy. ~~In all cases of normal disciplinary procedures where a student is removed from a curricular activity for less than one (1) school day and is not subject to further suspension or expulsion, the following due process requirements do not apply.~~

~~If the emergency removal exceeds one (1) school day, then a~~ A due process hearing will be held ~~within three (3) school days~~ on the next school day after the removal is ordered. Written notice of the hearing and the reason for the removal and any intended disciplinary action will be given to the student as soon as practical prior to the hearing. If the student is subject to out-of-school suspension, the student will have the opportunity to appear at an informal hearing before the Principal, assistant Principal, Superintendent or designee and has the right to challenge the reasons for the intended suspension or otherwise explain his/her actions. Within one (1) school day of the decision to suspend, written notification will be given to the parent(s)/guardian(s) or custodian of the student ~~and Treasurer of the Board of Education~~. This notice will include the reasons for the suspension, the right of the student or parent(s)/guardian(s) to appeal to the Board or its designee and the student's right to be represented in all appeal proceedings. If it is probable that the student may be subject to expulsion, the hearing will take place ~~within three (3) school days~~ on the next school day after the date of the initial removal and will be held in accordance with the procedures outlined in the Policy 5611 - Due Process Rights. The person who ordered or requested the removal will be present at the hearing.

A student in any of grades pre-kindergarten through 3 may be removed only for the remainder of the school day, and shall be permitted to return to any curricular and extra-curricular activities on the next school day (following the day in which the student was removed or excluded). When a student in any of grades pre-kindergarten through 3 is removed and returned to his/her curricular and extra-curricular activities the next school day, the Principal is not required to hold a hearing (or provide written notice of same).

The Principal shall not initiate suspension or expulsion proceedings against a student in any grades pre-kindergarten through 3 who was removed unless the student has committed one (1) of the following acts:

A. The student brings a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board. Similarly, the Principal can initiate suspension or expulsion proceedings if the student possesses a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board.

B. The student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act: 1) would be a criminal offense if committed by an adult; and 2) results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6).

C. The student engages in behavior of such a nature that suspension or expulsion is necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.

If the Superintendent or Principal reinstates a student prior to the hearing for emergency removal, the teacher may request and will be given written reasons for the reinstatement. The teacher cannot refuse to reinstate the student.

In an emergency removal, a student can be kept from class until the matter of the misconduct is disposed of either by reinstatement, suspension or expulsion.

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Legal R.C. Chapter 2506, 3313.66, 3313.661, 3313.662

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised DUE PROCESS RIGHTS
Number	po5611
Status	
Adopted	November 19, 2007
Last Revised	April 9, 2018

5611 - **DUE PROCESS RIGHTS**

The Board of Education recognizes that students have limited ~~waive certain~~ constitutional rights when it comes to~~, 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. **[Note: It is recommended that the Board require individuals to file the notice of appeal within a specific number of calendar days after the suspension notice. The Board cannot specify a date for the filing of a notice of appeal of an expulsion that is less than fourteen (14) days]**. 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. **[Note: It is recommended that the Board require individuals to file the notice of appeal within a specific number of calendar days after the suspension notice. The Board cannot specify a date for the filing of a notice of appeal of an expulsion that is less than fourteen (14) days]**.

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

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. Within one (1) school day of the expulsion, 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. **[Note: Under statute, the Board cannot specify a date for the filing of a notice of appeal of an expulsion that is less then fourteen (14) days]**. 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, if it is held before the Board.

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. **[Note: Under statute, the Board cannot specify a date for the filing of a notice of appeal of an expulsion that is less than fourteen (14) days].**

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 or its designee 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:**

Student whose conduct warrant 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 in a supervised learning environment 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.

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Legal R.C. 3313.20, 3313.66, 3313.661

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Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised USE OF CREDIT CARDS
Number	po6423
Status	
Adopted	November 19, 2007
Last Revised	April 10, 2017

6423 - **USE OF CREDIT CARDS**

The Board of Education recognizes the value of an efficient method of payment and recordkeeping for certain expenses.

The Board, therefore, authorizes the use of District credit cards. The name of the District shall appear on each District credit card and check related to a credit card account held by the District. A "credit card account" shall include any bank-issued credit card account, store-issued credit card account, financial institution-issued credit card account, financial depository-issued credit card account, affinity credit card account, or any other card account allowing the holder to purchase goods or services on credit or otherwise transact with the account, and any debit or gift card account related to the receipt of grant monies. The term expressly excludes any procurement card account, gasoline or telephone credit card account, or any other card account where merchant category codes are in place as a system of control for use of the account. ~~The authorization, handling and use of credit cards has been established to provide a convenient and efficient means to purchase goods and services from vendors. Credit cards, however, shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that credit cards shall only be used in connection with Board-approved or school-related activities and that only those types of expenses that are for the benefit of the District and serve a valid and proper public purpose shall be paid for by credit card. However, under no circumstances shall credit cards be used for personal purchases or the purchase of alcoholic beverages regardless of whether the purchase of such beverages is made in connection with a meal.~~

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[X**]** Subject to the discretion of the Board and the approval of the Treasurer , credit cards may be used for eligible goods and services including:

A. **(** X**)** transportation reservations and expenses;

B. **(**X **)** conference registrations;

C. **(**X **)** hotel reservation guarantees and expenses;

D. **(** X**)** reasonable meal expenses (both in-town and out-of-town), including a ~~maximum gratuity of _____ percent (_____%)~~, but excluding alcoholic beverages;

E. **(** X**)** purchases from vendors who do not accept purchase orders or vouchers, with prior approval from Treasurer ;

F. **(**X **)** safety and security reasons in connection with a student field trip, competition, and/or other activity or event, if monies are budgeted and deposited with the Treasurer in advance;

G. ~~_____;( )~~

H. ~~( ) other purchases approved by the _____ on a case by case basis.~~

Officers and employees are liable in person and upon official bond for any unauthorized use of credit cards and any officer or employee who suspects the loss, theft, or possibility of unauthorized use of a credit card must notify the Treasurer immediately, who shall notify the Board.

The Board prohibits the use of debit card accounts except for the receipt of grant monies. Any officer or employee of the District who uses a debit card account for any other purpose is guilty of the criminal offense of misuse of credit cards.

[CHOOSE OPTION #1 OR OPTION #2]

[X] [OPTION #1 RECOMMENDED]

Use of the District credit card for any cash withdrawal transaction is strictly prohibited.

~~**OR**~~

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

~~Use of the District credit card for a cash withdrawal transaction may only be permitted with the prior approval of the Superintendent and only under the following circumstances:~~

A. ~~_____~~

B. ~~_____~~

C. ~~_____~~

~~Such approved cash withdrawal transactions shall be limited to no more than $_____ per transaction.~~

~~[CHOOSE OPTION #1 OR OPTION #2]~~

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

~~The Treasurer/CFO shall retain general possession and control of the credit card account or presentation instruments related to an account, such as credit cards and checks.~~

~~[OR]~~

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

The Treasurer's Office [someone other than the chief financial officer] shall retain general possession and control of the credit card account or presentation instruments related to an account, such as credit cards and checks. Accordingly, the Board shall appoint the Superintendent to serve as the credit card compliance officer. The compliance officer shall review officers' and employees' use of credit card accounts under the policy at least once every six (6) months. The review shall identify the number of cards issued, the number of active cards issued, the cards' expiration dates, and the cards' credit limits. The compliance officer may not authorize an employee to use a credit card account.

[X**]** The Treasurer/CFO shall review the credit card account transaction detail monthly and shall sign a written attestation confirming the review. **[DRAFTING NOTE: this option should only be selected if the Board appoints the Superintendent to serve as the credit card compliance officer AND the Superintendent has authority to use the credit card.]**

[DRAFTING NOTE: If the Board's Treasurer/CFO does not retain general possession and control of a credit card account or presentation instruments related to an account, the Board must appoint a compliance officer. The District's

Treasurer/CFO is not eligible for appointment as the compliance officer. The appointed compliance officer may not use a credit card unless s/he is the Superintendent.]

[END OF OPTIONS]

~~The ( ) Superintendent ( ) Treasurer/CFO shall develop administrative guidelines that specify those employees authorized to use credit cards, the types of expenses which can be paid by credit card, and their proper supervision and use.~~ Inappropriate or illegal use of the credit card and/or failure to strictly comply with the limitations and requirements set forth in the administrative guidelines may result in a loss of credit card privileges, disciplinary action, up to and including termination, personal responsibility for any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase, and/or possible referral to law enforcement authorities for prosecution. Violations will also be reported to the applicable licensure board(s).

~~[ ]~~The Board authorizes the following employees to use District credit cards:

[insert the title of the position for each individual]

A. Superintendent
B. Treasurer
C. Administrators
D. Teachers
E. Support Staff
F. Advisors

Each request for use of a District credit card shall contain:

A. **(** X**)** date signed out ~~needed~~,
B. **(** X**)** date ~~to be~~ returned,
C. **(** X**)** vendor ~~purpose~~,
D. ~~authorization,( )~~
E. **(** X**)** ~~other~~ Purchase Order Number .

Upon receipt of a District credit card, employees shall:

A. **(** X**)** inform merchants that the purchase is for "official School District business" and is not subject to State or local sales tax;

   However, if the merchant fails to waive the tax, the employee shall pay it. For large purchases where the merchant refuses to waive the tax, the employee shall present a tax exemption form.

B. **(** X**)** maintain credit cards in a secure fashion and prevent unauthorized charges to the account;
C. **(** X**)** use reasonable care when making purchases online, refrain from providing the credit card number to unknown online merchants, and do not auto-save credit card number for any online account;
D. **(**X **)** maintain sufficient documentation of all purchases, including, but not limited to, charge receipts, original cash register slip or other detailed receipt, and invoices;
E. **(**X **)** provide documentation of all purchases to the Treasurer's Office in a timely manner to ensure prompt payment;
F. **(** X**)** immediately notify his/her immediate supervisor and the Treasurer if the card is lost or stolen, or if s/he becomes aware of a data breach which may involve the card;
G. ~~refrain from allowing anyone else to use the credit card or account number;( )~~

H. (X) refrain from splitting the costs of an invoice or purchase in order to circumvent the credit card process and established, pre-approved single purchase limits, monthly spending limits, and/or funds availability.

[X] The officer or employee is liable in person and upon any official bond to reimburse the District the amount for which the officer or employee does not provide itemized receipts in accordance with the credit card policy described herein.

[X] After use, District credit cards are to be returned to the Treasurer's Office along with appropriate receipt copies of all charges within three (3) business days upon completion of any approved use.

[X] Employees~~, when possible,~~ shall include a copy of the cash ~~n original cash~~ register slip or other detailed receipt ~~(i.e., a receipt from a restaurant itemizing all purchases made), in addition to the receipt copy of all charges. In addition, employees shall include, shipping documents and receipts received with the merchandise~~. Employees using a district credit card are responsible for providing a copy of the receipt or invoice detailing the purchase.

[X] Employees shall specify on the ~~back of the~~ receipt the following information:

A. (X) Purchase Order Number ~~a brief description of the school-related purpose of the purchase~~

B. (X) Signature ~~the names and affiliation of each attendee if a purchase is made on behalf of a group of individuals~~

C. (X) Date ~~verification that family members or other individuals having no school-related purpose for their attendance paid their own expenses~~

Failure to return District credit cards and/or receipts within the above-referenced time period may result in the suspension of credit card privileges and/or charges being deemed unrelated or unsubstantiated.

[X] Employees shall be responsible for any and all unrelated or unsubstantiated purchases and shall be required to make full reimbursement to the District within thirty (30) business days.

[X] If an employee reimburses the District for an unsupported purchase, it shall be documented in the monthly credit card reconciliation.

The Treasurer's Office will keep a record/activity log of all credit card uses and review and approve all purchases to verify that the expenses are incurred in connection with Board-approved or school-related activities, are for the benefit of the District, and serve a valid and proper public purpose prior to disbursing public funds for payment of such expenses.

[X] Any and all reviews and approvals must be evidenced by the employee 's initials and/or signature.

[ ] In addition to evidencing review and approval of the purchase, the Treasurer's Office should immediately send all questionable items to the employee purchasing the item for explanation. These explanations shall be approved by the employee's immediate supervisor and the employee prior to the payment of such expenses. If an employee reimburses the District for a questionable purchase, it shall be documented in the monthly credit card reconciliation.

[X] Upon review and approval, all appropriate documentation shall be forwarded to the Treasurer's Office .

[X] Upon receipt of the appropriate documentation, credit card expenditures will be paid through the Treasurer's office.

[X] The Treasurer's Office will monitor the credit card account(s) and reconcile all credit accounts on a monthly basis.

~~[ ] The Board directs the [ ] Superintendent [ ] Treasurer/CFO to determine and specify those employees authorized to use District credit cards. The [ ] Superintendent [ ] Treasurer/CFO shall be responsible for giving direction to and supervising such employees' use of District credit cards.~~

The maximum limit for each credit card shall be as follows:

Card: Maximum Limit:

Medina County Federal Credit Union $6,000.00

PNC $20,000.00

Chase $34,000.00

Huntington $5,000.00

Walmart $4,000.00

Home Depot $7,800.00

Lowe's $17,600.00

Synchrony Bank $7,000.00

The Treasurer/CFO shall file a report with the Board annually, detailing all rewards received based on the use of District's credit card account.

R.C. 2921.01, 2913.21, 3313.311

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Legal R.C. 2921.01, 2913.21, 3313.311

Last Modified by Andrew Hill on October 2, 2018

Book	Policy Manual
Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised MANDATORY REPORTING OF MISCONDUCT BY LICENSED EMPLOYEES
Number	po8141
Status	
Adopted	January 12, 2009
Last Revised	December 8, 2014

8141 - **MANDATORY REPORTING OF MISCONDUCT BY LICENSED EMPLOYEES**

The Board of Education recognizes its responsibility to effectively address employee misconduct and, where determined appropriate, to provide a measured disciplinary response consistent with due process. In addition, with respect to licensed professional staff members, matters of misconduct, including guilty pleas and/or conviction of certain crimes (including intervention in lieu of conviction and/or pre-trial diversion programs) enumerated by law and/or conduct which is unbecoming to the teaching profession under certain specific circumstances, will be reported by the Superintendent (or Board President if the Superintendent or Treasurer are determined to have engaged in such misconduct) to the Ohio Department of Education.

Definitions

"Licensed professional staff member" refers to Board employees who hold an educator's license or certification with the Ohio Department of Education (ODE) (including the Treasurer and Business Manager), educational assistants (aides with a permit and paraprofessionals with a license from ODE), individuals holding a one (1) year conditional teaching permit in the area of intervention specialist or seeking an alternative educator license, and those individuals who do not hold a valid educator's license but who are employed by the Board under a Pupil Activity Program Permit.

The definition of "conduct unbecoming the teaching profession" is set forth in the Licensure Code of Professional Conduct for Ohio Educators enacted by the Ohio State Board of Education and includes:

A. crimes or misconduct involving minors;

B. crimes or misconduct involving school children;

C. crimes or misconduct involving academic fraud;

D. crimes or misconduct involving the school community;

E. making, or causing to be made, any false or misleading statement or concealing a material fact in obtaining the issuance or renewal of any educator licensing documents;

F. the violation of the terms and conditions of a consent agreement with the State Board of Education;

G. a plea of guilty to or a finding of guilt or conviction upon any offense enumerated under R.C. 3319.39, or 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;

H. a failure to adhere to the Licensure Code of Professional Conduct for Ohio Educators enacted by the Ohio State Board of Education.

Reporting Professional Misconduct

The Superintendent will file a report to the Ohio Department of Education, on forms provided for that purpose, matters of misconduct on the part of licensed professional staff members, under any of the following circumstances:

A. When the Board obtains knowledge that a licensed professional staff member has pled guilty, has been found guilty, or has been convicted, and/or subject to a judicial finding for intervention in lieu of conviction and/or participated in a pre-trial

diversion program for a crime specified in R.C. 3319.31(B)(2) or R.C. 3319.39(B)(1), including but not limited to any felony, any misdemeanor sex offense, any offense of violence, any theft offense and any drug abuse offense that is not a minor misdemeanor.

[X] A comprehensive list of the crimes which must result in a report are set forth in AG 3121.

B. When the Board has initiated termination or non-renewal proceedings against a professional staff member who is reasonably believed to have committed an act that is unbecoming to the teaching profession.

C. When the professional staff member has resigned under threat of termination or non-renewal for any of the reasons set forth in paragraphs A and B above.

D. When the professional staff member has resigned during the course of an investigation of alleged misconduct which is reasonably believed to be unbecoming to the teaching profession.

Reporting Professional Misconduct – Dual Licensure

In addition to required misconduct reporting to the Ohio Department of Education, the Board designates the Superintendent to file reports of misconduct with any other State Professional Board if an employee is required to hold a license or certificate issued by that Board to practice in the school setting. This applies to pupil services employees including school nurses, audiologists, social workers, speech-language pathologists, occupational therapists, assistant occupational therapists, physical therapists, and physical therapy assistants, as well as registered nurses, licensed practical nurses, medication aids, and certified community health workers.

Misconduct by Superintendent or Treasurer

If the employee to whom any of the above conditions apply is either the Superintendent or Treasurer, the Board President shall make the report required under this policy and in accordance with R.C. 3319.313.

Failure to File Report/Filing of False Report

The Board acknowledges that if the Superintendent (or Board President, where applicable) knowingly fails to file a required report of misconduct by a licensed educator or cause a false report of misconduct by a licensed employee of the Board to be filed, they will be subject to criminal penalties under law. In addition, failure to file a required report will subject the designated reporter to a potential denial, limitation, suspension or revocation of the educator license of such designated reporter.

Investigation Reports Regarding Professional Misconduct

Reports of any investigation regarding whether or not a professional staff member has committed an act or offense for which the Superintendent or Board President is required to make a report to the Ohio Department of Education, as set forth above, shall be kept in the personnel file of the professional staff member. Should the Ohio Department of Education determine that the results of that investigation do not warrant initiating an action suspending, revoking, or otherwise limiting that professional staff member's license or permit, the report(s) of any investigation will be moved to a separate public file.

Suspension From Duties Involving Care, Custody or Control of a Child

In accordance with Policy 3138 and Policy 4138, the Superintendent, Treasurer, or Board (depending upon the position of the employee being charged) shall immediately suspend a licensed employee from all duties that require the care, custody, or control of a child during any pending criminal action for which that person has been arrested, summoned and/or indicted for any crimes listed under R.C. 3319.31(C).

[X] A comprehensive list of the crimes which must result in a suspension are set forth in AG 3121.

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Legal R.C. 3319.31, 3319.311, 3319.313, 3319.317, 3319.39, 3319.392, 3319.40

A.C. 3301-73-21

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Book	Administrative Guideline Manual
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Title	Vol. 37, No. 1 - August 2018 Revised SUSPENSION AND EXPULSION
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Last Revised	May 8, 2017

5610 - **SUSPENSION AND EXPULSION**

The following administrative guidelines should be followed to provide due process for each student charged with an offense leading to suspension or expulsion.

A. Suspension

The

( ) assistant superintendent

( ) principal

( ) assistant principal

( ) Athletic Director (if an administrator)

( ) other administrator _____

may impose a suspension from school not to exceed ten (10) days duration.

[ ] If at the time of the suspension, there are fewer school days than the number of days of the suspension, the Superintendent may require the student to participate in a community service program or alternative consequence for a number of hours equal to the remaining portion of the period of the suspension. The student shall be required to begin such community service program or alternative consequence during the first full week day of summer break.

[ ] The following are examples of appropriate alternative consequences, including but not limited to:

( ) _____

( ) _____

( ) _____

( ) _____

In the event, the student fails to complete the required community service or the assigned alternative consequence, the Superintendent shall determine the next course of action. Such course of action, however, shall not include requiring the student to serve the remaining time of the suspension at the beginning of the following year.

[ ] The following are examples of appropraite courses of action including, but not limited to:

( ) _____

( ) _____

( ) _____

( ) _____

~~The~~

~~( ) assistant superintendent~~

~~( ) principal~~

~~( ) assistant principal~~

~~( ) Athletic Director (if an administrator)~~

~~( ) coach or activity supervisor~~

~~may also prohibit a student from participating in any or all co-curricular and extra-curricular activities in accordance with the Code of Conduct/Student Discipline Code.~~

1. ~~**Preliminary Hearing**~~

   ~~No student is to be suspended without an informal, preliminary hearing, unless a clear and present danger exists, or it is otherwise impossible or unreasonably difficult to hold such hearing (e.g., the student intentionally makes himself/herself unavailable). In such instances, the necessary written notice and hearing shall follow as soon as practicable (see Form 5610 F1).~~

   ~~The principal shall provide the student with a written notice of the charge(s) against him/her and shall provide a hearing for the student before a suspension is ordered so that the student has a full opportunity to state why s/he should not be suspended. The student's parents may be informed of the charges and the preliminary hearing if the principal so chooses. The hearing shall be held on the day of the alleged infraction or as soon thereafter as possible if an emergency prohibits an immediate hearing (see Form 5610 F2, Form 5610 F3, Form 5610 F4, and Form 5610 F5).~~

   ~~**[ ]** If the principal believes the student's parents should participate in a parent training program, the parents must be notified with the suspension notice of the time(s), date(s), and location(s) of the session(s).~~

2. ~~**Suspension Appeal Notice**~~

   ~~Within one (1) school day after the suspension, the principal shall notify, in writing, both the student's parents and the Treasurer. Such notification is to include the reason for the suspension, and the right of the student or the student's parent or guardian to appeal the suspension to the Board of Education or its designee, to be represented in all appeal proceedings, to be granted a hearing before the Board or its designee in order to be heard against the suspension, and to request that the hearing be held in executive session. 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 _____ calendar days after the date of the notice to suspend.~~ **~~[Note: It is recommended that the Board require individuals to file the notice of appeal within a specific number of calendar days after the suspension notice. The Board cannot specify a date for the filing of a notice of appeal of an expulsion that is less than fourteen (14) days.]~~** ~~In addition, the document must include notice that the Superintendent may seek the student's permanent exclusion if the suspension was based on a violation listed in (R.C. 3313.662(A) that was committed when the student was sixteen (16) years of age or older and if the student is convicted of or adjudicated a delinquent child for that violation (see Form 5610 F3).~~

3. ~~**Appeal**~~

   ~~Suspensions may be appealed to the Board or its designee within _____ calendar days of the date of the written suspension notice.~~ **~~[Note: It is recommended that the Board require individuals to file the notice of appeal within a specific number of calendar days after the suspension notice. The Board cannot specify a date for the filing of a notice of appeal of an expulsion that is less than fourteen (14) days.]~~** ~~The written appeal must be filed with the Treasurer of the Board or the Superintendent and contain the reason(s) that the suspension is being appealed.~~

   ~~**[ ]** The student may be reinstated during the appeal process unless it is determined that the student's attendance would jeopardize the safety of others.~~

   ~~**[ ]** Upon review, the Board or its designee may affirm the suspension, reverse the suspension in its entirety, or otherwise reverse, vacate, or modify the suspension.~~

   ~~**[ ]** The Board or its designee shall reach the decision and inform the parent in writing within two (2) school days of~~

the hearing.

[ ] A verbatim record of the appeal hearing shall be made in the event of an appeal to the Court of Common Pleas.

4. **Responsibility for School Work**

For an in-school restriction, credit will be given for all classroom assignments that can be completed during the in-school restriction or as homework.A student who is serving an out-of-school suspension shall be permitted to complete any classroom assignments missed because of the suspension.

[ ] For an in-school restriction, credit will be given for all classroom assignments that can be completed during the in-school restriction or as homework.

[ ] Credit **( ) will ( ) will not** be given for work missed due to out-of-school suspension

( ) provided the student completes and submits all required assignments upon return to school.

[Note: Verify that option selected is consistent with option set forth in Board policy.]

[ ] Failures may be given for any classroom work that cannot be attended such as laboratories or skill sessions.

5. **Mandatory Reporting to the Bureau of Motor Vehicles and Juvenile Judge**

The Superintendent shall notify the County Registrar of Motor Vehicles and Juvenile Judge, within two (2) weeks, when a student has been suspended, expelled, removed, or permanently excluded from school for misconduct involving a firearm, knife capable of causing serious bodily injury, or other weapon as defined in Board policy.

6. **Discretionary Reporting to the Bureau of Motor Vehicles and Juvenile Judge**

The principal may notify the Bureau of Motor Vehicles that a student has been suspended or expelled for use or possession of alcohol, a drug of abuse, or alcohol and a drug of abuse. Such notification shall be made in the manner determined by the Bureau. If a report is made to the Bureau of Motor Vehicles, a report should also be made to the Juvenile Judge.

7. **( ) Abeyance**

The principal may hold all, or any part of, a suspension in abeyance, that is, set it aside and not implement it, if such action is part of a behavior contract to which the student and his/her parents, if appropriate, agree. This contract shall establish specific conditions that must be met by the student and his/her parents, if appropriate, for the suspension to be set aside for a designated period of time. At the end of that period of time the portion of the suspension that was held in abeyance will be forgiven, provided all conditions of the behavior contract were met satisfactorily.

B. Expulsion

Expulsion is the removal of a student from the schools of this District for a period not to exceed the greater of eighty (80) school days or the number of school days remaining in the semester or term in which the incident that gave rise to the expulsion takes place. Specific offenses involving firearms and knives capable of causing serious bodily injury shall result in the student's expulsion for one (1) year. The term of that expulsion may be reduced to less than one (1) year by the Superintendent for the reasons listed in Policy 5610 so long as the modification is made in writing. Specific offenses involving violent conduct may result in the student's expulsion for a period of up to one (1) year at the discretion of the Superintendent. Bomb threats may result in the student's expulsion for a period of up to one (1) year at the discretion of the Superintendent.

If at the time of the expulsion, there are fewer school days than the number of days of expulsion, the Superintendent has the option to:

( ) apply the remaining period of expulsion to the following school year; or

( ) impose a community service requirement beyond the end of the school year in lieu of applying the expulsion into the next school year;

( ) require the parents to participate in a parent education program after receiving proper notice of the time(s), date(s), and location(s) of the session(s). Any parent who fails to complete the program shall be reported to law enforcement authorities for neglect of parent education, a fourth class misdemeanor if found guilty.

1. **Documentation**

If, in the principal's opinion, the alleged infraction may warrant expulsion, s/he shall, as soon as practicable after the infraction, refer the case to the _____ and submit the following documentation:

a. the rule(s) alleged to have been violated

b. the charges against the student

c. approximate date of the violation

d. recommendation(s) for expulsion

e. copy of the removal

f. chronology of disciplinary/corrective actions and witness statements, and

g. written notice to parents within one (1) day after removal

Upon request, the principal shall also submit:

1. **( )** transcript of grades
2. **( )** attendance records
3. **( )** statements from professional staff regarding student's efforts, attitudes, or particular problems
4. ( ) statement from counselor regarding help to student, attempts at remediation or correction, etc. and/or
5. **( )** _____

The _____ shall review the documents for accuracy and completeness and schedule a hearing not earlier than three (3) nor later than five (5) days after proper written notice has been provided to the parents by means of:

a. **( )** personal delivery by a staff member or _____.

b. **( )** certified mail.

c. **( )** _____.

2. **Hearing Notice** (see Form 5610 F6)

The notice shall contain:

a. the reason(s) for the intended expulsion (e.g., the rule(s) alleged to have been violated), the charges against the student, and the approximate date of the violation;

b. notification of the opportunity of the student and the student's parent or guardian or representative to appear before the Superintendent or his/her designee to challenge the reason(s) for the intended expulsion or otherwise to explain the student's actions;

c. the time and place for the hearing;

d. **( )** a statement of the student's and parents' pre-hearing rights;

e. **( )** to review written statements about the alleged misconduct;

f. **( )** to review the student's records;

g. **( )** to request a delay in the hearing of up to _____ school days;

h. **( )** a statement of the student's hearing rights:

1. **( )** to a representative;
2. **( )** to a translator;
3. **( )** to appear in his/her own behalf and for parents or guardians to appear;
4. **( )** to produce witnesses and present evidence on his/her behalf; **[NOT RECOMMENDED]**
5. **( )** to a transcript of the hearing. **[NOT RECOMMENDED]**

If the proposed expulsion is based on a violation listed in R.C. 3313.662(A) and the student is sixteen (16) years of age or older, the notice shall also include a statement that the Superintendent may seek to permanently exclude the student if the student is convicted of or adjudicated a delinquent child for that violation.

3. **Hearing**

The hearing shall be held before the Superintendent or the person s/he authorizes. The student and his/her parents or representative shall be given the charges and the opportunity to defend against such charges.

4. **Waiver**

It is the student's/parent's prerogative to waive his/her right to a hearing with the Superintendent or his/her designee. This waiver is to be in writing and signed by both student and parents. The signatures should be witnessed. Additionally, the student/parent can constructively waive the hearing by simply not availing himself/herself of the opportunity for it, but such waiver cannot be construed before the passage of a considerable period of time, since it operates to close off the student's rights.

5. **Notice of Expulsion** (see Form 5610 F7)

Within one (1) school day after the student's expulsion, the Superintendent shall notify, in writing, the student's parents and the Treasurer of the reasons for the expulsion, the right of the student or the student's parent or guardian to appeal the expulsion to the Board or its designee, the right to be represented in all appeal proceedings, to be granted a hearing before the Board or its designee in order to be heard against the expulsion, and the right to request the appeal hearing be held in executive session. 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 _____ calendar days after the date of the notice of expulsion. **[Note: Under statute, the Board cannot specify a date for the filing of a notice of appeal of an expulsion that is less than fourteen (14) days.]** The document must also include notice that the expulsion may be subject to extension pursuant to R.C. 3313.66(F) if the student is sixteen (16) years of age or older, and that the Superintendent may seek the student's permanent exclusion if the expulsion was based on a violation listed in R.C. 3313.662(A) that was committed when the student was sixteen (16) years of age or older and if the student is convicted of or adjudicated a delinquent child for that violation. Finally, if the expulsion is for more than twenty (20) school days or for any period of time if the expulsion will extend into the following semester or school year, the notice must provide the student and the student's parent or guardian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion. The information shall include the names, addresses, and phone numbers of the appropriate public and private agencies.

Such proceedings shall be conducted in accordance with R.C. 3313.66, 3313.661, and R.C. 3313.662. (see AG 5610.01)

6. **Appeal**

Expulsions may be appealed to the Board or its designee within _____ days after the date of the written expulsion notice. **[Note: Under statute, the Board cannot specify a date for the filing of a notice of appeal of an expulsion that is less than fourteen (14) days.]** The written appeal must be filed with the Treasurer of the Board or the Superintendent and contain the reason(s) that the expulsion is being appealed.

[ ] Upon review, the Board or its designee may affirm the expulsion, reverse the expulsion in its entirety, or otherwise reverse, vacate, or modify the expulsion.

[ ] The Board or its designee shall reach the decision and inform the parent in writing within two (2) school days of

the hearing.

[ ] A verbatim record of the appeal hearing shall be made in the event of an appeal to the Court of Common Pleas.

7. **Student Records**

A record of a student's suspension or expulsion

( ) is to be made a part of his/her permanent record

( ) may be made a part of his/her permanent record at the discretion of the principal

until s/he leaves the school and may be released in accordance with AG 8330 - Student Records. Days of absence shall be noted in the student's permanent attendance record

( ) as an unexcused absence because of suspension ( ) or expulsion.

( ) as an authorized absence because of suspension ( ) or expulsion.

In accordance with Ohio Administrative Code Section 3301-18-01(J), students who are expelled and not receiving instructional services shall be withdrawn from the District during the term of the expulsion.

8. **Mandatory Reporting to the Bureau of Motor Vehicles and Juvenile Judge**

The Superintendent shall notify the County Registrar of Motor Vehicles and Juvenile Judge, within two (2) weeks, when a student has been suspended, expelled, removed, or permanently excluded from school for misconduct involving a firearm, knife capable of causing serious bodily injury, or other weapon as defined in Board policy.

9. **Discretionary Reporting to the Bureau of Motor Vehicles and Juvenile Judge**

The principal may notify the Bureau of Motor Vehicles that a student has been suspended or expelled for use or possession of alcohol, a drug of abuse, or alcohol and a drug of abuse. Such notification shall be made in the manner determined by the Bureau. If a report is made to the Bureau of Motor Vehicles, a report should also be made to the Juvenile Judge.

10. **Expulsion Proceedings Against Students Who Withdraw**

If a student commits an act that warrants expulsion under Board policy, the Superintendent shall schedule a hearing, conduct the hearing, and make a decision regarding the student's expulsion even if the student withdraws from school prior to the hearing or before the Superintendent makes his/her decision regarding the expulsion. Furthermore, if the Superintendent determines that the student should be expelled, s/he shall provide notice of that expulsion and make that expulsion part of the student's permanent record as provided in this guideline.

11. **( ) Abeyance**

The Superintendent may hold all, or any part of, an expulsion in abeyance, that is, set it aside and not implement it, if such action is part of a behavior contract to which the student and his/her parent(s), if appropriate, agree. This contract shall establish specific conditions that must be met by the student and his/her parents, if appropriate, for the expulsion to be set aside for a designated period of time. At the end of that period of time, the portion of the expulsion that was held in abeyance will be forgiven, provided all conditions of the behavior contract were met satisfactorily.

12. **( ) Notification of Colleges/Universities**

If a student who is currently enrolled in a Postsecondary Enrollment Program is expelled, the Superintendent shall notify the college or university of the expulsion. The notice shall indicate the date the expulsion will expire, and of any extension of such expulsions. The notice shall also indicate whether the District has adopted a policy to deny high school credit for postsecondary courses taken during an expulsion.

C. Disabled Students

Where proposed disciplinary removals are or may be in excess of ten (10) days or where such removals will effect a change in placement, students with identified disabilities under IDEA and/or Section 504 will be referred to _____, who will make arrangements for additional procedures in accordance with Board Policy 5605, the Model Policies and Procedures for the Education of Children with Disabilities, and/or Section 504.

D. ~~Alternatives to Suspension or Expulsion~~

~~Based on the evidence presented at the hearing, the following alternatives may be explored:~~

1. ~~( ) in-school restriction and/or Saturday School (see AG 5610.02)~~
2. ~~( ) assignment to the _____ Program~~
3. ~~( ) enrollment in the Alternative School (see AG 2451)~~
4. ~~( ) assignment to community service~~

~~A student may be placed in community service in conjunction with or in place of a suspension or expulsion in accordance with a plan developed by the principal, approved by the Superintendent, and published in the Student Code of Conduct. Such a plan must meet the following conditions:~~

a. ~~( ) The misbehavior was not drug-related or an act of violence against a person.~~
b. ~~( ) The service is provided to one (1) or more departments or schools in the District or one of the following organizations or agencies located in the District.~~

1. ~~( ) a department of government~~
2. ~~( ) a hospital or nursing home~~
3. ~~( ) a senior citizen or child care center~~
4. ~~( ) a church~~
5. ~~( ) a charity~~

c. ~~( ) When applicable, the service provides restitution for damages created by the student's misconduct.~~
d. ~~( ) The agency, or if the service is to be provided to the District, a staff member, agrees:~~

1. ~~( ) to inform the principal of the tasks the student will be asked to perform;~~
2. ~~( ) provide appropriate supervision;~~
3. ~~( ) assume responsibility for the safety and welfare of the student;~~
4. ~~( ) submit a periodic progress report as to the student's behavior and quality of service.~~

E. ~~Referral to Criminal Justice or Juvenile Delinquency System~~

~~The Superintendent shall refer any student who brings a firearm (as defined in 18 U.S.C. 921(a)(3)) or a weapon to school to the criminal justice or juvenile delinquency system serving the District.~~

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Vol. 37, No. 1- August 2018 Revised IN-SCHOOL DISCIPLINE
Number	ag5610.02
Status	
Adopted	November 19, 2007
Last Revised	April 11, 2016

~~5610.02 **IN-SCHOOL DISCIPLINE**~~

~~**(In-school restriction) (In-school suspension) (Saturday school) (detention)** are progressive discipline options that the principal Principal may use to improve attendance and/or to modify student behavior and to monitor the student's behavior during the disciplinary process. (see Form 5610.02 F1)~~

~~Students who have violated the Code of Conduct/Student Discipline Code may be assigned to **(in-school restriction) (in-school suspension) (Saturday school) (detention)** by the principalPrincipal.~~

~~**[ ]** Students who violate the drug abuse section of the Code of Conduct/Student Discipline Code may be assigned to **(in-school restriction) (in-school suspension) (Saturday school)** in total or in part, if they agree to participate in a voluntary alcohol/drug education program approved by the principalPrincipal.~~

~~**Detention**~~

A. ~~**( )** Lunch Time Detention~~

~~The principal Principal (or faculty member) may designate an area in which the student must remain during the lunch period. Failure to report to or remain in the area may lead to in-school restriction, Saturday school, or out-of-school suspension.~~

B. ~~**( )** After School Detention~~

~~The principal Principal (or faculty member) may require a student to remain after school providing the parents have been given at least one (1) day's notice and have agreed to be responsible for their child's transportation at the end of the detention period. If the student is a bus rider and the principal Principal can not verify that the parents agree to be responsible for the student's transportation, after school detention should not be used or should be delayed until verification is received. The student is to be given definite assignments or duties to complete during the detention period. Failure to report for or to complete the detention may result in:~~

1. ~~**( )** an in-school restriction;~~
2. ~~**( )** assignment to Saturday school;~~
3. ~~**( )** an out-of-school suspension~~

C. ~~Early Arrival Detention~~

~~The principal Principal (or faculty member) may require a student to come to school early providing the parent(s) have been given at least one (1) day's notice and have agreed to be responsible for their child's transportation to school before the detention period. The student is to be given definite assignments or duties to complete during the detention period. Failure to report for or to complete the detention may result in:~~

1. ~~**( )** an in-school restriction;~~
2. ~~**( )** assignment to Saturday school;~~

3. ( ) an out-of-school suspension.

In-School Restriction/Saturday School

Assignment to in-school restriction means that the student is removed from the classroom but not from the educational program. S/He will report to the assigned location where the student will work on classroom tasks assigned by the teacher(s) all of which are related to a course of study in which the student is currently enrolled. When completed, the assignments are to be turned in to the teacher(s) for review and grading. Thus, the student continues his/her academic program albeit in a different setting and receives full credit for the completed work.

Attendance is to be taken from the attendance sheet and recorded by the supervising personnel. Any discrepancy noted should be promptly reported to the administrative personnel.

The Saturday school will be in session from _____ to _____.

Assigned students will attend a continuous _____ hour period during which time they will be permitted one _____ minute break at _____ **(a.m.) (p.m.)**. Each student shall arrive with sufficient educational materials to be busy during this _____ hour study period.

A student missing any portion of his/her assigned time in **(in-school restriction) (Saturday school)** may be given an additional _____ hour period. Failure to timely serve **(in-school restriction) (Saturday school)** assignment(s) may lead to a suspension from school for a period not to exceed _____ days. Any such suspension shall be in accordance with AG **5610**.

The rules and procedures regarding participation are to be published in the student handbooks. Rules should include, but not necessarily be limited to the following:

A. ( ) Students are to have sufficient learning activities and materials for the period of their restriction.

B. ( ) Students are not to communicate with each other unless given special permission to do so.

C. ( ) Students are to remain in their designated seats at all times unless permission is granted to do otherwise.

D. ( ) Students shall not be allowed to use the telephone or to go to their lockers.

E. ( ) Students shall not be allowed to put their heads down or sleep.

F. ( ) No radios, cards, magazines, or other recreational articles shall be allowed in the room.

G. ( ) No food or beverages shall be consumed.

H. ( ) Students are required to have class assignments with them when they attend the Saturday school.

Transportation to and from Saturday school shall be the responsibility of the parent/guardian of the student.

The Saturday school shall be held in a school building as determined by the Superintendent.

Since there has been no denial of rights to an education, due process can be limited to notification of the student's parents (see Form 5610.02 F1) with no right of appeal.

If the student fails to obey the rules established for in-school restriction/Saturday school or to fulfill the assignments properly, s/he may be assigned to:

( ) the in-school suspension program.

( ) other in-school disciplinary options.

( ) out-of-school suspension.

( ) _____ **[alternative school]**.

Any assignment to in-school or out-of-school suspension or an alternative program requires that due process (notification, hearing, suspension or assignment notice, appeal) be followed.

In-School Suspension

As a means for keeping a student in school rather than suspending him/her out-of-school, the District has established an in-school suspension program. The student is not only removed from the classroom and assigned to a designated work area, s/he is also denied participation in any school activity for the length of the suspension.

~~Any student who is issued an in-school suspension shall serve such suspension in a supervised learning environment within the school setting and shall be permitted to complete any classroom assignments missed because of the in-school suspension.~~

~~**[ ]** The teacher(s) is to assign work related to a course of study for which the student will receive **( )** no credit **( )** partial credit **( )** full credit.~~

~~**[ ]** The teacher(s) is to assign some type of work that will benefit the student but does not have to be directly related to the student's current course of study. The student will receive **( )** no credit **( )** partial credit for completing the work but will be recorded as attending school **( )** full credit for completing the work and will be recorded as attending school.~~

~~The same rules of conduct established for in-school restriction/Saturday school shall apply and any violation of these rules will result in the student's removal from school through out-of-school suspension **( )** or alternative placement in~~ _____.

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Section	Ready for Production
Title	Vol. 37, No. 1 - August 2018 Revised EMERGENCY REMOVAL OF STUDENTS
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Status	
Adopted	November 19, 2007

5610.03 **EMERGENCY REMOVAL OF STUDENTS**

A student may be removed or excluded from a classroom or a school when s/he poses a continuing danger to persons or property or represents an on-going threat of disrupting the educational process taking place in the classroom or the school premises. Such removal may be for a period of less than twenty-four (24) hours without being is not subject to the suspension and expulsion notice and hearing procedures. (see Form 5610 F1)

If a member of the school faculty removes a student, under his/her supervision, from a classroom or activity, s/he must submit to the principal written reasons for the removal as soon as practicable. If the principal should reinstate the student prior to a hearing following the removal, s/he shall provide the faculty member with written reasons for the reinstatement, if the staff member requests the reasons.

As soon as practicable On the next day after a removal in excess of twenty-four (24) clock hours but within three (3) school days, a hearing must be held by the principal. The person who caused, ordered, or requested the removal must be present.

Written notice must be provided to the student as soon as practicable prior to the hearing. If the probable outcome of the hearing is suspension, the hearing procedures applicable to a suspension, as delineated in Policy 5610, must be applied. If the probable outcome is expulsion of the student, the hearing procedures applicable to an expulsion, as delineated in Policy 5610, must be followed, except that the hearing shall be held on the next school day after the date of the initial removal.

A student in any of grades pre-kindergarten through 3 may be removed only for the remainder of the school day, and shall be permitted to return to any curricular and extracurricular activities on the next school day (following the day in which the student was removed or excluded). When a student in any of grades pre-kindergarten through Three is removed and returned to his/her curricular and extracurricular activities the next school day, the Principal is not required to hold a hearing (or provide written notice of same).

The Principal shall not initiate suspension or expulsion proceedings against a student in any grades pre-kindergarten through 3 who was removed unless the student has committed one (1) of the following acts:

A. The student brings a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board of Education, to an interscholastic competition, an extra curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board. Similarly, the Principal can initiate suspension or expulsion proceedings if the student possesses a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board.

B. The student commits an act at school, on other school property, at an interscholastic competition, extra curricular event, or any other school program or activity and the act: 1) would be a criminal offense if committed by an adult; and 2) results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6).

C. The student engages in behavior of such a nature that suspension or expulsion is necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.

The Superintendent shall notify the County Registrar of Motor Vehicles and Juvenile Judge, within two (2) weeks, when a student has been removed from school for misconduct involving a firearm, knife, or other weapon as defined in Board policy.

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Title	Copy of USE OF CREDIT CARDS
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6423 - USE OF CREDIT CARDS

The Board of Education recognizes the convenience and efficiency afforded by the use of District credit cards (see Form 6423 F1). Credit cards, however, shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. As such, employees are required to abide by the following guidelines when using a District credit card.

A. All credit cards issued to and in the name of the Wadsworth School District shall be held and supervised by the Treasurer.
B. Board member(s) and administrative staff may use credit cards only in connection with Board approved or school related activities and in accordance with established, pre-approved single purchase limits, monthly spending limits, funds availability, and the appropriation of a particular building or department budget, grant provision, or student activity purpose clause.

    1. Credit cards may only be used to purchase single item goods and services in an amount not exceeding amount of purchase order.
    2. Board member and administrative staff limits will be established by the approved purchase order. Spending limits may be increased or decreased as necessary.

C. Subject to the discretion of the Board and the approval of the Treasurer, credit cards may be used for eligible goods and services including:

    1. transportation reservations and expenses;
    2. conference registrations;
    3. hotel reservation guarantees and expenses;
    4. reasonable meal expenses (both in-town and out-of-town), including a maximum gratuity of twenty percent (20%), but excluding alcoholic beverages, since the purchase of such beverages clearly fails to serve a valid and proper public purpose; (Policy 6550)
    5. purchases from vendors who do not accept purchase orders or vouchers, with prior approval from an approved PO;
    6. safety and security reasons in connection with a student field trip, competition, and/or other activity or event, if monies are budgeted and deposited with the Treasurer in advance;
    7. other purchases approved by the _Treasurer on a case by case basis.

D. Credit cards shall not be used for personal purchases or expenditures not allowed under this guideline. In particular, credit cards shall not be used for expenses that are not incurred in connection with Board approved or school related activities, are not for the benefit of the District, and do not serve a valid and proper public purpose. Use of credit cards in an unauthorized or illegal manner may result in revocation of credit card privileges, disciplinary action and/or, where appropriate, may require the user to pay any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase.
   Use of the District credit card for any cash withdrawal transaction is strictly prohibited.
E. Employees requiring the use of District credit cards shall request (in writing) such cards from the Treasurer/designee.
F. Each request for use of a District credit card shall contain:

    1. date needed,
    2. date to be returned,
    3. purpose,
    4. Authorization / Purchase order

G. The District is a nonprofit political subdivision of the State of Ohio. Tax exemption forms shall be utilized and are available at the Treasurer's Office.
H. Upon receipt of a District credit card, employees shall:

    1. Inform merchants that the purchase is for "official School District business" and is not subject to State or local sales tax. For large purchases where the merchant refuses to waive the tax, the employee shall present a tax exemption

form. For purchases made using a credit card from a vendor that would accept a purchase order and tax is charged the person making the charge may be responsible for sales tax.

2. Maintain credit cards in a secure fashion and prevent unauthorized charges to the account.
3. Maintain sufficient documentation of all purchases, including, but not limited to, charge receipts, original cash register slip or other detailed receipt, and invoices.
4. Provide documentation of all purchases to the _credit card_ in a timely manner to ensure prompt payment.
5. Immediately notify his/her immediate supervisor and the Treasurer if the card is lost or stolen.
6. Refrain from allowing anyone else to use the credit card or account number.
7. Refrain from splitting the costs of an invoice or purchase in order to circumvent the credit card process and established, pre-approved single purchase limits, monthly spending limits, and/or funds availability.
8. When using the card for over the counter purchases:

    a. Identify the purchase needed and determine funds availability.
    b. Determine if the purchase amount is within his/her pre-approved single purchase limit. If yes, proceed to the next step. If no, check with his/her supervisor for details on how to proceed.
    c. In purchasing goods and/or services, employee(s) shall provide merchant with the credit card and inform the merchant that the purchase is for "official School District business" and is not subject to State or local sales tax. If merchant refuses to waive the sales tax, employee shall pay it.
    d. Retain receipts, including cash register receipt and credit card charge slip.
    e. Give receipt and supporting documentation to the Treasurer/designee.

I. When using the card for telephone orders:

1. Identify the purchase needed and determine funds availability.
2. Determine if the purchase amount is within his/her pre-approved single purchase limit. If yes, proceed to the next step. If no, check with his/her supervisor for details on how to proceed.
3. Contact the merchant and place the order.
4. Provide merchant with card number and expiration date and any and all pertinent information, including the name of the Cardholder, shipping address, etc.
5. Upon arrival of merchandise, employee shall inspect and verify order accuracy, quality, and price and retain shipping documents and receipts received with the merchandise.
6. Give all related documents to the Treasurer/designee.

J. When using the card for Internet orders:

1. Identify the purchase needed and determine funds availability.
2. Determine if the purchase amount is within his/her pre-approved single purchase limit. If yes, proceed to the next step. If no, check with his/her supervisor for details on how to proceed.
3. Locate the merchant's website and place the order.
4. In purchasing goods and/or services, employee(s) shall enter card number and expiration date. The employee(s) shall indicate that the purchase is tax exempt if the website does not automatically recognize that the purchase is tax exempt. Note: The employee(s) should verify whether the website s/he is accessing is secure before entering his/her credit card account number.
5. Provide all pertinent information to supplier, including the name of the Cardholder, shipping address, etc. Note: If downloading a purchased product from the Internet, employee shall print out the electronic confirmation and include it with the transaction documentation.
6. Upon arrival of merchandise, employee(s) shall inspect and verify order accuracy, quality, and price and retain shipping documentation received with merchandise.
7. Give all related documents to the _Treasurer / designee .

K. After use, District credit cards are to be returned to the Treasurer along with appropriate receipt copies of all charges within three (3) business days upon completion of any approved use.

1. Employees, when possible, shall include an original cash register slip or other detailed receipt (i.e., a receipt from a restaurant itemizing all purchases made), in addition to the receipt copy of all charges. In addition, employees shall include, shipping documents and receipts received with the merchandise.
2. Employees shall specify on the FRONT of the receipt the Purchase order number and approving signature.

L. Failure to return District credit cards and/or receipts within the above-referenced time period may result in the suspension of credit card privileges and/or charges being deemed unrelated or unsubstantiated.

1. Employees shall be responsible for any and all unrelated or unsubstantiated purchases and shall be required to make full reimbursement to the District within thirty (30) business days.
2. If an employee(s) reimburses the District for an unsupported purchase, it shall be documented in the monthly credit card reconciliation.

M. The Treasurer/designee will keep a record/activity log of all credit card uses and review and approve all purchases to verify that the expenses are incurred in connection with Board-approved or school-related activities, are for the benefit of the District, and serve a valid and proper public purpose prior to disbursing public funds for payment of such expenses.

1. ~~Any and all reviews and approvals must be evidenced by the purchasers initials and/or signature.~~
2. ~~In addition to evidencing review and approval of the purchase, the Treasurer/designee should immediately send all questionable items to the employee purchasing the item for explanation. These explanations shall be approved by the employee's immediate supervisor and the Treasurer/designee prior to the payment of such expenses. If an employee reimburses the District for a questionable purchase, it shall be documented in the monthly credit card reconciliation.~~
3. ~~Upon review and approval, all appropriate documentation shall be forwarded to the Treasurer/designee.~~

N. ~~Upon receipt of the appropriate documentation, credit card expenditures will be paid through the Treasurer's Office.~~
O. ~~The Treasurer/designee will monitor the credit card account(s) and reconcile all credit card accounts on a monthly basis.~~
P. ~~If the employee is terminated or resigns, then s/he must return the credit card and remain responsible for any inappropriate use.~~

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Last Modified by Andrew Hill on October 2, 2018

Book	Policy Manual
Section	Vol. 37, No. 1 - August 2018
Title	Vol. 37, No. 1 - August 2018 Nonteaching Employees in Non-Civil Service Districts
Number	3-Legal Alert
Status	From Neola

Legal Alert

TO: Neola Ohio Clients

FROM: Ennis Britton

DATE: July 2018

RE: Significant legislative changes on nonteaching employees in non-civil service districts

Classified employees will now receive 4 limited contracts before obtaining continuing contract status.

As part of the many changes provided through SB 216, the General Assembly voted to extend the limited contract status of nonteaching employees by amending Ohio Revised Code Section 3319.081. Effective ninety days after the Governor's expected signature, newly hired regular nonteaching school employees (including regular hourly rate and per diem staff) will still have an initial contract of not more than one year as before. However, instead of re-employment under a single 2-year contract prior to continuing contract status upon re-employment of that contract, boards of education (in districts wherein the civil service laws do not apply i.e., other than city school districts) will now issue a series of three, 2-year limited contracts before continuing contract status can be obtained.

In essence, the new sequence of "1 – 2 - 2 – 2" before continuing somewhat mirrors prior changes made to teachers contracts – that is, new teachers must now serve under limited contracts for seven years before becoming eligible for tenure. The implications for school boards here are even more significant, since the non-renewal process for limited contract nonteaching school employees is (comparatively) uncomplicated – simple notice of nonrenewal by June 1. As such, these changes will allow districts to have four (instead of two) opportunities to determine whether an employee warrants further employment before being required to extend continuing contract status.

It is extremely critical to understand that this beneficial reform may be muted by collective bargaining language. For those who have already agreed to a lesser process to obtain the benefits of continuing contract status (specifically "just cause" for removal) it may be time to revisit the issue. For those who have followed the statutory process, expect that your non-teacher units will be asking to lessen the impact of SB 216. Proceed with caution.

Disclaimer: This Alert is provided for informational purposes only. It does not constitute legal advice and does not create an attorney-client relationship. Any questions about actual situations regarding licensure should be addressed to the school district's legal counsel for specific legal advice.

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Vol. 37, No. 1 - August 2018
Title	Vol. 37, No.1 - August 2018 ESC Bill Changes Options for Local Districts
Number	1-Legal Alert
Status	From Neola

Legal Alert

TO: Neola Ohio Clients

FROM: Ennis Britton

DATE: August 2018

RE: ESC bill changes options for local districts

Sub. H.B. 438 has been sent to the Governor for signature and makes a number of changes that affect ESC's and consequently, the local districts and other districts that purchase services from ESC's. This Legal Alert is a summary of those changes.

Composition of ESC Governing Board changes: The adopted plan to add appointed board members to an ESC governing board must now specify the experience, knowledge, skills that advance the mission and vision of the service center for those appointed members. The appointed members may be representatives of client school districts, but the new law adds that these members may not be otherwise represented on the governing board. (R.C.3311.056)

Transfers to a different ESC by a local school district: The law provides an additional process for a local district to sever its territory from an ESC and annex to the territory of an adjacent ESC (upon a resolution passed by a majority of the full board.) This procedure may be used instead of transfers provided under R.C. 3311.231. The resolution to sever from the current ESC and annex to an adjacent ESC must be sent to the affected ESC's Board and to the State Board of Education. The State Board must approve the transfer before it can become effective, and the law includes the factors that will be considered. The transfer would be effective one year after the July 1 following the State Board approval.

The new process also provides for local voters to exercise an option to sign a petition and cause a referendum vote to approve or disapprove the transfer. For such a referendum to reach the ballot, twenty percent (20%) of the electors that voted for governor in the last election must sign a petition within sixty (60) days of the resolution and file it with the board of elections. If the petition is certified, it would appear on the ballot at the first general or primary election taking place at least ninety (90) days after the petition is certified. If the voters disapprove the resolution, it will not become effective. If approved, the resolution becomes effective one (1) year after July 1 following the date the board of elections certifies the results of the referendum election.

A local board of education that implements a severance and transfer under the new process would be barred from severing and annexing to another ESC for a period of 4 years after the effective date of the most recent transfer. (R.C. 3311.059)

Local professional development committees: Regional professional development centers and special education regional resource centers were removed from the list of entities that may establish local professional development committees. If those entities provide educational services and employ or contract for licensed/certificated employees, they still may do so upon the approval of the department of education under a provision of existing law.

Current law provides for ESC's to establish LPDC's, but new language allows them to establish an LPDC for educators not employed in Ohio schools, including licensed pupil services employees. The LPDC's may review licensed/certificated employees who are not currently employed as an educator or by an entity that operates an LPDC. (R.C. 3319.22)

Disclaimer: This Alert is provided for informational purposes only. It does not constitute legal advice and does not create an attorney-client relationship. Any questions about actual situations regarding governing board plan and appointed member qualifications, ESC severance, transfer and annexation, the referendum process, or LPDC's should be addressed to the school district's legal counsel for specific legal advice.

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Vol. 37, No. 1 - August 2018
Title	Vol. 37, No 1 - August 2018 - "Fair Share" Fees Rules Unconstitutional
Number	4-Legal Alert
Status	From Neola

Legal Alert

TO: Neola Ohio Clients

FROM: Ennis Britton

DATE: August 2018

RE: "Fair Share" Fees Ruled Unconstitutional

On June 27, the U.S. Supreme Court ruled in *Janus v. AFSCME Council 31* that a public sector collective bargaining agreement which includes an agency fee clause (also referred to as "fair share" fee) requiring non-union employees of the unit to pay union dues is a violation of those public employees' First Amendment right to freedom of speech. As a result, employers and unions must immediately cease fair share fee collections.

This highly-anticipated decision overturns 40-year-old precedent established by the Court in *Abood v. Detroit Board of Education*, which permitted the collection of public sector agency fees from non-union bargaining unit employees as long as the fees only covered costs related to collective bargaining, contract administration and grievances. 431 U.S. 209 (1977).

Effective immediately, fair share fees may no longer be lawfully collected from public sector employees. Agency fee arrangements that have been negotiated in a public sector collective bargaining agreement have thus been rendered void. Failure to comply may nullify any indemnity clauses in a collective bargaining agreement and may result in civil liability. Again, this Supreme Court decision takes precedence over any contractual bargaining language.

Prior to the *Janus* decision, Ohio and 21 other states plus Washington, D.C., allowed public sector unions to charge fees to nonmembers for collective bargaining activities.
The *Janus* ruling does not change the collection of dues from current union members. Dues from association members should continue to be collected without interruption. Union members who wish to make changes to their membership should follow the regular procedure of providing the union with their notification to withdraw.

The *Janus* ruling does not change the collection of dues from current union members. Dues from association members should continue to be collected without interruption. Union members who wish to make changes to their membership should follow the regular procedure of providing the union with their notification to withdraw.

Disclaimer: This Alert is provided for informational purposes only. It does not constitute legal advice and does not create an attorney-client relationship. Any questions about the effects or implementation of the *Janus* decision should be addressed to the school district's legal counsel for specific legal advice.

Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Vol. 37, No. 1 - August 2018
Title	Vol. 37, No. 1 - August 2018 Graduation Changes
Number	2-Legal Alert
Status	From Neola

Legal Alert

TO: Neola Ohio Clients

FROM: Ennis Britton

DATE: August 2018

RE: Graduation changes update

Legislature declined to extend additional graduation options beyond the Class of 2018

Two additional options to earn a diploma were enacted in the biennial budget, HB 49, only applicable students in the Class of 2018. These changes were in response to widespread concern about implementation of the new graduation requirements to that class.

The State Board voted to recommend to the Legislature to extend the additional graduation options (initially applicable only to the Class of 2018) for two additional years. However, the Legislature declined to adopt that extension of the two additional options at this time. The result of this (for now) is that the additional options for graduation for the Class of 2018 **will not** be applicable to the Class of 2019 and beyond. Now, students will have to meet one of the three (3) existing pathways to earn a diploma without access to the additional options.

Neola has issued guidance concerning the graduation requirements applicable only to the Class of 2018 without changing Policy 5460, since the requirements apply only to one class of graduation students.

However, ODE's Graduation Requirements Advisory Committee is expected to make additional recommendations for the Class of 2021 and beyond in September of this year.

If you have questions about the policy or the requirements, please contact your legal counsel or the Ohio Department of Education.

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Last Modified by Andrew Hill on September 26, 2018

Book	Policy Manual
Section	Vol. 37, No. 1 - August 2018
Title	Vol. 37, No 1 - August 2018 - OTES Changes Again in Senate Bill 216
Number	5-Legal Alert
Status	From Neola

Legal Alert

TO: Neola Ohio Clients

FROM: Ennis Britton

DATE: August 2018

RE: OTES Changes Again in Senate Bill 216

Among the various bills signed by Governor Kasich on August 3, 2018, was Senate Bill 216, initially dubbed the "Education Deregulation Bill." Among its many provisions, this legislation took yet another effort at reforming the Ohio Teacher Evaluation System (OTES).

Revised Framework

Through this legislation, the State Board of Education is charged to revise the OTES framework based on recommendations of the Educator Standards Board. The state board must hold at least one public hearing on the revised framework and make the full text of the revised framework available. Below are important dates for the implementation of the new OTES framework:

A. May 1, 2020 – Deadline for state board to adopt revised framework

B. July 1, 2020 – Deadline for school boards to update OTES policy

C. 2019–2020--- OTES Pilot Program. ODE will establish a pilot program to guide implementation of the new OTES framework, request and select districts to participate, and provide professional development and technical assistance to participating districts.

Teacher Evaluations – R.C. 3319.111

SB 216 removes the student academic growth measure as a separate component of the final summative rating for teacher evaluations. It also removes the option for boards to adopt a resolution requiring only one formal observation of a teacher rated accomplished if the teacher completes a project demonstrating growth.

The bill now requires student performance measures to use "high-quality student data." This may include data from ODE's list of student assessments that measure mastery of course content for the appropriate grade level.

Accomplished teachers may be evaluated once every three years, so long as the teacher submits a self-directed professional growth plan focusing on specific areas in the observations and evaluation, and the evaluator determines the teacher is making progress on the plan.

Skilled teachers may be evaluated once every two years, so long as the teacher and evaluator jointly develop a professional growth plan focusing on specific areas in the observations and evaluation, and the evaluator determines the teacher is making progress on the plan

Off-years for both accomplished and skilled teachers must include at least one observation and one conference. The conference must include a discussion of progress on the teacher's professional growth plan.

Standards-based Evaluation Framework – R.C. 3319.112

This section of the Revised Code has been revised as follows:

A. Removes student academic growth measure from the final summative rating and instead requires the data to be embedded as evidence in five of the ten domains (see, below)

B. Prohibits shared attribution of student performance data and the use of student learning objectives

C. Requires development of a professional growth or improvement plan based on evaluation results and aligned to district or building improvement plan under ESSA

D. Repeals the alternative framework (R.C. 3319.114) but directs ODE to develop guidance on how information obtained from the approved alternative framework tools may be used as evidence in evaluations

High-quality student data. The state board shall define "high-quality student data." Districts must use at least two measures as evidence. When applicable to the grade level or subject area taught, high-quality student data must include the value-added progress dimension and at least one other measure. High-quality student data may be used as evidence in any component of the evaluation related to the following domains:

A. Knowledge of students

B. Teacher's use of differentiated instructional practices

C. Assessment of student learning

D. Teacher's use of assessment data

E. Professional responsibility and growth

Guidance for districts

ODE is directed to provide guidance to districts on how high-quality student data may be used as evidence of student learning attributable to a particular teacher, complete with examples of appropriate use of that data. ODE must also develop a list of student assessments that measure mastery of course content for each grade level; however, the clause that this is only when value-added data or academic growth do not apply has been removed from this section of the bill. Data from these student assessments may be used as high-quality student data.

Note on collective bargaining

The bill specifies the new policy will become operative at the expiration of a district's current collective bargaining agreement that is in effect on the effective date of SB 216. However, the statute further provides that a board of education has until no later than July 1, 2020 to adopt a revised policy. **Districts with CBAs that expire prior to July 1, 2020 may need to adopt a revised policy and begin implementation before 2020 as a result.** This same issue of timing occurred when OTES was initially adopted into law in 2011. Even though the board was not required to adopt a policy until July 2013, some districts had to modify policies and implement OTES sooner because of this timing issue. Contact Board counsel to discuss implementation if your CBA expires prior to 2020.

Neola intends to address these necessary policy changes in the 2019 Winter Update, which will be well in advance of the various compliance dates.

Last Modified by Andrew Hill on September 26, 2018

Ohio | Department of Education

John Kasich, Governor
Dr. Richard A. Ross, Superintendent of Public Instruction

CONTRACT FOR RESIDENTIAL FACILITY PUPILS

AGREEMENT FOR ADMISSION OF RESIDENTIAL FACILITY PER DIEM PUPILS
PURSUANT TO SECTION 2151.362(4)

District of Attendance

The Loudonville-Perrysville EVSD Board of Education hereby enters into a contract for admission pursuant to Section 2151.362(4)for the student(s) listed below with the Wadsworth City SD Board of Education (District of Residence) for educational purposes for the school year of 2018 - 2019 .

The Wadsworth City SD Board of Education (District of Residence) hereby agrees to pay the Loudonville-Perrysville EVSD Board of Education for each of the listed pupil(s) an amount equal to the per diem rate as calculated pursuant to Section 2151.362(4) of the Ohio Revised Code for the Loudonville-Perrysville EVSD School District (District of Attendance) for those students being educated in the Mohican Youth Academy residential facility. The District of Residence will include the student(s) in its ADM.

	SSID of Student	Address of Student
1	[redacted]	Foster Home in Spencer, OH
2		
3		
4		
5		

Catherine Russo
District of Attendance Superintendents Signature — October 4, 2018 Date

Christa L Rogers
District of Attendance Treasurer Signature — October 4, 2018 Date

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for school year 2018 - 2019 .

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

CONTRACT FOR HANDICAPPED PUPILS
OPEN ENROLLMENT

AGREEMENT FOR EXCESS COST FOR CHILDREN WITH DISABILITIES PURSUANT TO SECTIONS 3313.981 ORC, 3323.14 ORC, AND RULE 3301-48-02 (F)

District of Attendance

The Wadsworth City Schools Board of Education hereby enters into a contract (pursuant to Section 3313.981 O.R.C., 3323.14 ORC, AND RULE 3301-48-02 (F) for the student(s) listed below with the Highland Local Board of Education (District of Residence) for educational purposes for the school year of 2018 - 2019.

The Highland Board of Education (District of Residence) hereby agrees to pay to the Wadsworth City Schools 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 Wadsworth City Schools 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 ORC. The Ohio Department of Education will make an adjustment deducting the per pupil formula aid amount times the FTE of pupils for the resident district's SF-3 and credit the attending district. The excess cost amount shall be calculated in accordance with the data submitted to the Ohio Department of Education on Form SF-6. We hereby accept the pupil(s) listed below to our schools on terms described above.

	Name of Student	Address of Student
1.	[redacted]	[redacted] Wadsworth, 44281
2.	[redacted]	[redacted] Wadsworth, OH 44281
3.		
4.		
5.		
6.		

(Signature) Andrew Hill, Superintendent Date

(Signature) Douglas Beeman, Treasurer/CFO 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 2018 - 2019.

(Signature) Superintendent of District of Residence Date

(Signature) Treasurer of District of Residence Date

CONTRACT FOR NONHANDICAPPED PUPILS

AGREEMENT FOR ADMISSIONS FOR NONHANDICAPPED TUITION PUPILS
PURSUANT TO SECTIONS 3327.04, 3327.06 AND 3317.08 O.R.C.

District of Attendance

The Wooster City School District Board of Education hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) of the student(s) listed below with the Wadsworth City School District Board of Education (District of Residence) for educational purposes for the school year of 2018-2019.

The Wadsworth City School District Board of Education (District of Residence) hereby agrees to pay to the Wooster City School District Board of Education for each of the listed pupil(s) an amount equal to the tuition rate as calculated pursuant to Section 3317.08 of the Ohio Revised Code for the Wooster City School District (District of Attendance).

The Wooster City School District Board of Education (District of Attendance) acknowledges that pupil(s) listed below are to be included in their ADM certification, pursuant to 3317.03 O.R.C.

	Name of Student	Address of Student
1.	[redacted]4	[redacted]
2.		
3.		

District of Attendance Superintendent Signature — Date 10/19/18

District of Attendance Treasurer Signature — Date 10/18/2018

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 2018 - 2019.

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

EA education alternatives

SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on November 19, 2018, between **Wadsworth City Schools** (the "District"), an Ohio Public School, charted under Chapter 3311 of the Ohio Revised Code, and **Education Alternatives** ("EA"), an Ohio nonprofit corporation, with offices at 5445 Smith Road, Cleveland, OH 44142 (the "Parties").

BACKGROUND

WHEREAS, the District must provide a free and appropriate education ("FAPE") for its students, in accordance with state and federal laws,.

WHEREAS, EA is an accredited service provider equipped to educate students with varying educational, emotional and physical needs and meet the students' FAPE requirements;

WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2018-2019 school year;

The Parties agree as follows:

1. **EA Programming.**

   A. The District has the choice of five programs, depending upon the individual student's needs and the student's Individual Education Placement ("IEP") team determination.

      i. Day Treatment Program. EA's Day Treatment program is a non-residential program where students are provided intense mental health services in conjunction with the student's educational programming. EA's program features a 1:6 staff to student ratio, an emphasis on social skills development and behavior management. This program is best suited for students on an IEP, whose behavior issues prevent him or her from learning in a traditional education environment.

      ii. ECHO Program**.** EA's "ECHO" program is a flexible computer and individual tutoring based learning model for students at risk of dropping out of school, in need of credit recovery, or wanting a non-traditional learning environment. ECHO primarily serves students in grades 9-12, but can accommodate middle school students. ECHO's classrooms are staffed by licensed intervention specialists, to assist the student when necessary. The ECHO program is not suitable for students who demonstrate significant emotional disturbance.

      iii. Coral Autism Program. EA's "Coral Autism Program" is a program for students with an autism designation who may also have behavioral difficulties, but cannot function in a day-treatment classroom. The Coral program has a 1:3 staff-to-student ratio and the environment is tailored to the students' particular needs.

      iv. Plato Pre-School. EA's "Plato Pre-School" is a program for students who may be exhibiting behavioral difficulties prior to Kingergarten. The program is tailored to social skills development and behavior management for children ages 3-5.

v. VisionQuest. EA's "VisionQuest" program is for 18-22 year-olds with moderate disabilities, who require assistance in community involvement, employment and independent living skills.

2. **Related Services**. The District is responsible for ensuring its students are provided related services designated by the student's IEP, including speech pathology, occupational therapy, and physical therapy services. EA will assist the District in providing these services, by permitting District personnel, and/or District independent contractors, to provide these services at EA facilities. The District shall be solely responsible for contacting and contracting with the licensed professionals who will provide these services to the Districts' students.

3. **Term**. The term of this Agreement shall begin August 27th, 2018 and will automatically expire June 7th, 2019.

4. **Rates and Billing.**

A. The District shall pay EA the per diem rate, shown in Schedule A attached to this Agreement, for each student enrolled by the District, not to exceed 182 educational school days. The educational school year includes all: teacher in-services, calamity days, truancy days in accordance with Section 5(B), absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.

B. The District shall pay EA the cost of providing the enrolled *Day Treatment* student's mental health services, if the student does not qualify for Ohio Medicaid behavioral health services. The per diem rates for such services are shown in Schedule A. If the student does qualify for Ohio Medicaid, then EA will bill the District for the lessor amount shown in Schedule A.

C. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.

5. **Termination Of A Student's Placement.**

A. District's Obligations Cease. In the event that the District is no longer legally or financially obligated to provide educational services to a particular student, or if the student is discharged from EA for any reason, the parties' respective obligations under this Agreement for that particular student shall terminate.

B. Non-Attendance. EA will suspend billing if a student exceeds ten (10) consecutive absences.

C. FAPE. If the IEP team, in accordance with federal and state law, determines that a particular student is not benefiting from the EA's programming and services, the parties will terminate the student's placement at EA.

D. Student A Danger to Self or Others. In the event that a EA mental health professional identifies a student to be homicidal, or have a strong likelihood of inflicting bodily harm on himself/herself or others that is not likely to be mitigated by EA's therapeutic approach, then the Parties will provide a more appropriate educational placement or immediately terminate the student's placement at EA. A more appropriate placement may be in-home instruction provided by EA staff, as determined by the IEP team and the student's needs.

6. **Education Records.**

   A. EA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifactored evaluations, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.

   B. The District shall have access to its assigned students' educational records, and may request such records at any time. EA shall provide such records within fourteen (14) calendar days of the request.

   C. Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.

7. **Background Checks And Teacher Licenses.**

   A. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.

   B. EA represents and warrants that its teachers are special education teachers, holding current licenses in the state of Ohio.

8. **Insurance.** EA shall at all times during the Term, or any extension thereof, procure, maintain and keep in force general public liability insurance for claims for personal injury, death, or property damage, occurring in connection with EA, with limits of not less than Two Million Dollars ($2,000,000.00) in respect to: death or injury of a single person or in respect to any one accident, and not less than One Million Dollars ($1,000,000.00) per accident in respect to property damage.

9. **Indemnification**. EA, for itself and its agents, contractors, directors, employees, officers, representatives, successors and assigns hereby agrees to defend, indemnify, and hold harmless the District and its administrators, agents, attorneys, consultants, contractors, directors, employees, officers, owners, representatives, successors, assigns, and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by EA; or ii) any third party claims made by students, parents, or guardians arising out of the Day Treatment Services or use of EA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, EA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's breach of its obligations set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1411-1419, or corresponding state special education law.

10. **Miscellaneous.**

A. Merger. This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contractors or communications concerning the matters contained herein.

B. Assignment. EA shall not assign this Agreement without the written consent of the District.

C. Notices. All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated EA email address.

D. Amendments. All amendments to this Agreement shall be in writing and executed by both Parties.

E. Independent Contractor. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party's behalf.

F. Captions and Headings**.** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.

G. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

H. Binding Effect. This Agreement will extend to, benefit, and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original for all purposes and which together will constitute one and the same instrument. The parties agree that any duplicate of this Agreement, including electronic copies or photocopies, shall be deemed as sufficient evidence of the original Agreement.

J. Choice of Law. This Agreement shall be governed and construed by the laws of the State of Ohio without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

EDUCATION ALTERNATIVES

By: 

Gerald Swartz, Executive Director

Wadsworth City Schools

By: _____

Name: Andrew J. Hill, Ed.D

Title: Superinendent

Exhibit A
Education Alternatives Per Diem Rates 2018-2019

Day Treatment Program CARF-accredited educational and therapeutic program.	$158 per day $198 per day (Non-Medicaid)
One-on-One Aide Individualized services available in accordance with the student's IEP.	$152 per day
ECHO Program Computer-based dropout prevention program.	$45/per half day, <4 hours $90/Full-Day, >4 hours
VisionQuest Transitional job training program for young adults with Autism/DD at EA Ravenna.	$150 per day
Plato Pre-School Early childhood program at EA Ravenna.	$125 per day
Coral Autism Program Specialized program for students on the autism spectrum at EA Kent.	$205 per day

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 Barberton City School Board of Education hereby enters into a contract (pursuant to Section 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F)) for the student(s) listed below with the Wadsworth City Schools Board of Education (District of Residence) for educational purposes for the school year of 2018-2019.

The Wadsworth City Schools Board of Education (District of Residence) hereby agrees to pay to the Barberton City School Board of Education (District of Attendance) for each of the listed pupil(s), an amount equal to the excess cost, if any, pursuant to Section 3323.14 of the Ohio Revised Code.

The Barberton City School Board of Education (District of Attendance) acknowledges that pupil(s) listed below will be reported in EMIS pointing back to the school district of residence and counted in the ADM of the District of Residence, pursuant to 3317.03 O.R.C. The Ohio Department of Education will make an adjustment deducting the per pupil formula aid amount times the FTE of pupils from the resident districts SF-3 and credit the attending district. The excess cost amount shall be calculated in accordance with the data submitted to the Ohio Department of Education on Form SF-6. We hereby accept the pupil(s) listed below to our schools on terms described above.

	Name of Student	Address of Student
1.	Please see Attachment for 18/19 Open Enrollment w/Disabilities	
2.		
3.		

District of Attendance Superintendent Signature — Date: 10/23/18

District of Attendance Treasurer Signature — Date: 10/23/18

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 2018-2019.

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

2018/2019 Akron Residents attending Barberton City via Open Enrollment

Status	GR	Student #	SSID	Disabilty	Last Name	First Name	Middle Name	Address	City	DOR	Effective Start Date	EMIS	How Recvd
N	KG	[redacted]	[redacted]	5	[redacted]	[redacted]	[redacted]	[redacted]	Wadsworth	44974	7/1/2018	100	9
N	6	[redacted]	[redacted]	5	[redacted]	[redacted]	[redacted]	[redacted]	Wadsworth	44974	7/1/2018	100	9
N	5	[redacted]	[redacted]	15	[redacted]	[redacted]	[redacted]	[redacted]	Wadsworth	44974	7/1/2018	100	9

CONTRACT FOR NON-HANDICAPPED OPEN ENROLLMENT PUPILS

Agreement for Admission of **OPEN ENROLLMENT NON-HANDICAPPED PUPILS**

Pursuant to Section 3301.48, 3313.97 and 3313.98 O.R.C.

The Barberton City Board of Education (District of Attendance) herby enters into a contract for admission of the student(s) listed below with the **Wadsworth City School** Board of Education (district of Residence) for educational purposes for the school year of 2018-2019.

The Barberton City Schools Board of Education (District of Attendance) acknowledges that pupil(s) listed below are to be included in their ADM certification, as open enrolled from **Wadsworth City Schools** to **Barberton City Schools.**

Wadsworth City Schools Board of Education (District of Residence) hereby acknowledges that they have received the open enrollment forms and necessary paperwork to include the pupils(s) in their ADM certification. The pupil (s) listed below will be billed on the SF-OE form for tuition costs.

Name of the Student (s)	Address of Student (s)
1. See Attachment for list of 18-19 Open Enrollment	
2.	
3.	

District of Attendance Superintendent Signature — Date: 10/23/18

District of Attendance Treasurer Signature — Date: 10/23/18

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 2018-2019.

District of Attendance Superintendent Signature — Date

District of Attendance Treasurer Signature — Date

2018/2019 Akron Residents attending Barberton City via Open Enrollment

Status	GR	Student #	SSID	Disabilty	Last Name	First Name	Middle Name	Address	City	DOR	Effective Start Date	EMIS	How Recvd
N	10	[redacted]		**	[redacted]				Wadsworth	44974	7/1/2018	100	9
N	11	[redacted]		**	[redacted]				Wadsworth	44974	7/1/2018	100	9
N	4	[redacted]		**	[redacted]				Wadsworth	44974	7/1/2018	100	9
N	10	[redacted]		**	[redacted]				Wadsworth	44974	7/1/2018	100	9
N	11	[redacted]		**	[redacted]				Wadsworth	44974	7/1/2018	485	9

CONTRACT

Court or Parental Institutional Placement in a District other than the Parent(s) District of Residence

AGREEMENT FOR ADMISSION FOR TUITION PUPILS
PURSUANT TO SECTIONS 3327.04, 3327.06, 3323.14, AND 3317.08 O.R.C.

District of Attendance

The **Barberton City Schools** Board of Education hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C.) of the student(s) listed below with the **Wadsworth City School** Board of Education (District of Residence) for educational purposes for the school year of 2018- 2019 .

The Wadswoarth **City Schools** Board of Education (District of Residence) hereby agrees to pay to the Barberton City School Board of Education; for each of the listed pupil(s) an amount equal to the tuition rate as calculated, pursuant to Section 3317.08 of the Ohio Revised Code for the Barberton City School District (District of Attendance), and excess cost, if any, pursuant to Section 3323.14 O.R.C. for those pupils listed below.

The **Barberton City Schools** Board of Education (District of Attendance) will include these court placed pupils in their ADM certification, pursuant to Section 3317.03 O.R.C. We hereby accept the pupil(s) listed below to our schools on terms described above.

	Name of Student	Address of Student
1.	[redacted]7	[redacted]n

Effective Start Date: 8/23/2008

District of Attendance Superintendent Signature — Date: 10/24/18

District of Attendance Treasurer Signature — Date: 10/24/18

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 2018-2019.

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

Wordsworth

Grade	Student #	SSID	Disability	Last Name	First Name	Middle Name	Address	City	DOR	Effective Start Date	EMIS Situation	How Received
12	[redacted]	[redacted]7	**	[redacted]e	[redacted]	[redacted]e	[redacted]	[redacted]n	[redacted]	7/1/2018	[redacted]	C

RESOLUTION # COMPLIMENTARY PASSES

WHEREAS, in accordance with state law, the Board of Education offers certain benefits to our employees; and

WHEREAS, the Board of Education offers certain benefits to community residents and other individuals; and

WHEREAS, the District and community benefit through the presence of District faculty, staff, and others identified in this resolution at school sponsored athletic and cultural events;

NOW, THEREFORE, BE IT RESOLVED by the Wadsworth City School District Board of Education as follows:

The Board of Education provides complimentary passes and waives payment of any entry fee to the events listed below for all employees, senior citizens and former board of education members for the 2018-2019 school year.

Complimentary passes/payment waiver applies to all District home events.

IT IS FOUND AND DETERMINED that all formal action of this Board of Education concerning or related to the adoption of this Resolution was adopted in an open meeting of this Board, and all deliberations of this Board that resulted in such formal action were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

_____moved and_____seconded the motion that the above Resolution be adopted.

Upon roll call and the adoption of the Resolution, the vote was as follows:

Yeas: _____Nays: _____

ADOPTED this 19th day of November, 2018.

_____
Treasurer

Rev. 9/2018

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION
4080 ROSELEA PLACE ~ COLUMBUS, OHIO 43214

TOURNAMENT SITE AGREEMENT

THIS AGREEMENT made and entered into this 30th day of Oct., 2018 by and between the Ohio High School Athletic Association (hereinafter "OHSAA"), located at 4080 Roselea Place, Columbus, OH 43214 and Wadsworth City Schools, located at 524 Broad St., Wadsworth, OH 44281 (hereinafter "DISTRICT"[1]). In consideration of the terms and conditions and mutual promises herein, the parties mutually consent, represent and agree to carry out all undertakings necessary to comply with the terms hereinafter set forth.

1. **LICENSE**
   a. DISTRICT agrees to license the premises known as Art Wright Stadium located at 280 Grandview Ave., Wadsworth, OH 44281 (hereinafter the "Facilities").
   b. This license includes, but is not limited to the competition area, public areas, spectator stands, locker room(s), parking areas and press areas for the purpose of presenting the OHSAA SECTIONAL, DISTRICT, (REGIONAL), STATE (circle one) Tournament in the sport of Football.
   c. The dates for this tournament are listed below.

Nov. 2, 2018	

2. **PREMISES**
   a. DISTRICT hereby gives and grants unto the OHSAA the right to exclusive occupancy and use of the facilities and those areas of the facilities as may be reasonably necessary for ingress and egress for personnel and equipment, as well as those areas outside the facilities and adjacent thereto as required for the OHSAA's parking and unloading of vehicles.
   b. DISTRICT shall make available to the OHSAA the aforementioned facilities for the number of days of competition indicated in Item 1, as well as the preceding day for event preparations. The OHSAA, its employees, agents and / or representatives shall have the privilege of entering upon said facilities at all reasonable times prior to the contemplated use for the purpose of preparing said facilities for its intended use.

3. **CONSIDERATION**
   a. OHSAA agrees to pay DISTRICT in accordance with the *Fee Schedule* set forth in the attached *Addendum* as and for the licensing fee which includes and provides for the exclusive use of the DISTRICT's aforementioned facilities including, but not limited to, the competition field, spectator stands, locker rooms, parking areas and press areas, as well as the services provided, including but not limited to, ticket takers, ticket sellers, ushers, security, emergency services, custodial services, announcers, scoreboard operators, etc. for operating the event. OHSAA shall provide for all contest officials including the officiating crew, officials' observers and such other personnel as deemed necessary and appropriate by the OHSAA.
   b. OHSAA shall pay DISTRICT an Administrative Fee in accordance with the attached *Addendum* not to exceed two hundred dollars ($200) per sports season to assist the DISTRICT in defraying costs in the treasurer's office for administering payroll and providing workers compensation insurance for the event workers. Through entering into this agreement, the DISTRICT understands the requirements present in Ohio Revised Code 3313.24 apply to this fee paid to the DISTRICT.

[1] District may refer to school district, nonpublic school or other entity with which the OHSAA is contracting for access to a facility.

c. DISTRICT shall designate a "site manager" who shall be the DISTRICT's liaison between DISTRICT and the OHSAA and who shall oversee all services personnel including, but not limited to, scoreboard operators, announcers, ushers, ticket sellers, ticket takers, security, EMS, and such other personnel as may be required in order to operate the tournament at DISTRICT's site in accordance with the standards established by the OHSAA. The DISTRICT shall provide the name of the "site manager" to the OHSAA prior to the execution of this agreement. The OHSAA, in its sole discretion, may elect to ratify that selection or may request the DISTRICT make another selection. Should the OHSAA choose to designate its own personnel other than the "site manager" (e.g. media coordinator or statistician) it will be at the expense of the OHSAA.

d. The DISTRICT's site manager shall be responsible for coordinating with the OHSAA's designated representative with respect to all aspects of the events that are scheduled to take place at DISTRICT's site. Furthermore, DISTRICT shall be responsible in ensuring the designated site manager adhere to and enforce all tournament regulations as promulgated by the OHSAA for the events that are the subject matter of this AGREEMENT.

e. The DISTRICT shall conduct the tournament competition in accordance with all applicable provisions of the OHSAA Constitution, Bylaws, General Sports Regulations, Specific Sports Regulations, Tournament Regulations and policies and procedures adopted by the OHSAA Board of Directors, Executive Director or Executive Director's designee.

4. TICKETS

a. **Printing:** Unless otherwise agreed to between the parties, OHSAA shall be responsible for providing DISTRICT with printed tickets for the seating requirements of the events that are the subject matter of this AGREEMENT.

b. **Sales:** With the exception of the pre-sale ticket policies with respect to the participating schools in the subject matter events, all ticket sales shall be under DISTRICT's control. DISTRICT shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales revenue until final settlement with OHSAA. All tickets must be sold in accordance with the ticket prices established by the OHSAA Board of Directors and any deviations must be approved by the OHSAA Executive Director.

c. **Revenue:** All ticket revenues shall be held in custody of the DISTRICT and deposited and held in a restricted, agency fund separate and distinct from the DISTRICT'S other funds, until final settlement with the OHSAA. DISTRICT agrees to collect all monies from the sale of all tickets sold in connection with the events that are the subject matter of this AGREEMENT and shall maintain regular books and records pertaining to each performance of the events including a true and accurate account of all monies collected. It is agreed that ticket revenues held in custody of the DISTRICT in this manner shall not constitute public money as the term is defined in Ohio Revised Code 117.01.

d. **Settlement:** At the conclusion of the events, a final settlement showing the number of tickets sold, gross amounts of money received, total amount deducted for any taxes, total number of complimentary tickets issued pursuant to OHSAA policies and procedures and passes accepted and any other charges which may be deducted from gross revenue pursuant to the Agreement shall be delivered by DISTRICT to OHSAA. All tickets remaining unsold at the close of the ticket office sales for the events shall be presented to OHSAA for inspection, and the final settlement of the ticket sales shall be based on the number of tickets remaining and available for inspection at the close of all sales.

f. **Inspection:** OHSAA, by representative designated in writing in advance, shall have the right to inspect ticket racks and the ticket office(s) and shall have the right to inspect other records with respect to admission receipts, including unsold tickets and stubs of tickets sold. The OHSAA will be permitted admitted to the ticket office at all reasonable times when accompanied by the DISTRICT'S duly designated representative.

g. **Reports:** The DISTRICT shall complete the financial reports of the activities conducted under this agreement in the form and manner prescribed by the OHSAA. All monies that are due OHSAA will be paid by DISTRICT's check within thirty days following the completion of the events, unless a longer term is agreed to by the parties.

5. **SUITABILITY**

DISTRICT shall certify that the aforementioned facilities are in good working condition and provide a safe environment for the OHSAA participants, staff, and fans.

6. **INSURANCE**

a. The OHSAA shall secure a policy of liability from a reputable insurance company authorized to do business in Ohio, for personal injury and property damage claims and shall have limits of not less than $1,000,000. Furthermore, each party to this agreement shall be responsible for their own acts of negligence under the policies.

b. OHSAA must secure primary comprehensive general public liability insurance coverage for the duration of the event (including any practice dates) with combined single limits of $1,000,000 per occurrence and $5,000,000 general aggregate for bodily injury, personal or advertising injury, and property damage. If the DISTRICT requires additional insured status, OHSAA will provide that coverage as well. OHSAA will provide DISTRICT with a certificate of insurance showing the required coverage upon request in advance of the event.

c. The parties hereto mutually waive all right of recovery against each other for any loss or damage to the extent that the payment therefore is made under fire or extended coverage insurance or similar insurance on any and all property, whether real or personal, at the aforementioned facilities.

d. The DISTRICT is responsible for the payment of workers compensation premiums in accordance with Ohio laws and regulations for all event workers hired by the DISTRICT to conduct the activities of the event.

7. **FOOD, BEVERAGES, AND NOVELTIES**

a. Concessions: The rights to all concessions are reserved by DISTRICT, except as may be specifically provided by separate agreement by the parties, and all revenue received from all such concessions shall be retained by DISTRICT.

b. Alcoholic Beverages: DISTRICT agrees not to sell or serve any alcoholic beverages (including "nonalcoholic" beer) on the premises during the event.

c. Tobacco Products: DISTRICT agrees not to sell or dispense any tobacco products for public or private consumption on the premises during the event.

d. Signage: DISTRICT agrees to cover any alcohol or tobacco-related signage during the aforementioned tournament.

e. Merchandise / Novelties: DISTRICT agrees to allow OHSAA to sell merchandise / novelties inside and outside the premises and retain all revenues from such sales. Merchandise / novelty sales locations must meet the approval of DISTRICT. DISTRICT waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s). DISTRICT agrees to pay any such fees not waived.

In the event DISTRICT wishes to sell "spirit gear" in support of DISTRICT's school/school teams, DISTRICT must obtain written approval from the OHSAA prior to selling any such gear at/during the subject events. For purposes of this agreement, "spirit gear" is defined as school specific merchandise and novelties which were sold to the public during the regular season events of the DISTRICT.

8. **SPONSORSHIP, ADVERTISING AND PROMOTION**
   a. DISTRICT acknowledges the OHSAA does, from time to time, partner with corporate and event sponsors. Included in these corporate and event sponsorship packages are the rights to advertise and market said corporate and event sponsors in and about the event facilities. The OHSAA shall be permitted to display its corporate and event sponsors' banners and other acceptable forms of advertising/marketing in and about the facilities.

   b. OHSAA acknowledges that during the term of this Agreement, DISTRICT may involve local sponsors, which may include the provision of advertising space at and about the facilities. Notwithstanding this acknowledgement of DISTRICT'S rights, nothing about this acknowledgment or Agreement shall confer upon DISTRICT the right to sell event-specific sponsorships (advertising or marketing exposure) without first obtaining the written permission from the OHSAA's Senior Director for Corporate Development relative to any such activities.

9. **MEDIA**
   a. DISTRICT agrees to waive any and all television, radio, video, film, photography and internet rights and / or access fees normally charged for events held at DISTRICT's facilities, and grants free and full access to media rights holders as needed. DISTRICT will pay any such fees not waived.

   b. DISTRICT will not charge the OHSAA or its media rights holders a fee in connection with the use of its power, lighting or parking facilities. DISTRICT will pay any such fees not waived.

   c. Notwithstanding the foregoing provisions, DISTRICT shall not be responsible to facilities or access that do/does not already exist at DISTRICT's facility.

10. **CANCELLATION**
   a. DISTRICT shall retain the right to cancel or interrupt the event or portion thereof when in the sole judgment of DISTRICT or authorized representative to evacuate the premises for such reasons of public safety. Should it become necessary, in the judgment of the DISTRICT or authorized representative, to evacuate the premises for reasons of public safety, the OHSAA will retain possession of the premises for sufficient time to complete the tournament, providing such time does not interfere with another previously scheduled use of the premises. Any and all additional charges the DISTRICT would incur as a result of these delays in concluding the subject events shall be mutually agreed upon by the parties hereto prior to the resumption of the event following the postponement thereof. The amount of time remaining in postponed or delayed contest shall be the primary consideration in assessing any additional fees.

11. **STAFFING, COSTS, AND OTHER EXPENSES RELATED TO EVENT**
   a. DISTRICT shall provide tournament personnel including, but not limited to, site manager, ticket sellers, ticket takers, program sellers, security, ushers, parking personnel, announcers, scorekeepers and sworn law enforcement. In consultation with local law enforcement jurisdictions, DISTRICT retains the right to determine the appropriate number of security personnel and staff to properly serve and protect the public and may classify local law enforcement personnel as independent contractors of the DISTRICT. All such persons shall be supervised and controlled by DISTRICT as employees of the DISTRICT.

   b. The OHSAA shall provide all contest officials as independent contractors of both the DISTRICT and the OHSAA.

   c. DISTRICT shall pay tournament personnel in accordance with all applicable Federal, state and local laws and regulations and shall hold OHSAA harmless from any omissions in employee classification, including , but not limited to the payment of fines, interest and penalties.

12. **PARKING**
    a. Parking for the event shall be provided at no cost to fans in lots designated for such purpose by DISTRICT. Such parking will be made available in lots on the premises. However, if DISTRICT has charged a parking fee during DISTRICT's regular season contest, DISTRICT may continue to charge the parking fee charged during the regular season not to exceed Three Dollars and 00/100 ($3.00) per vehicle. If parking is charged by the DISTRICT, the DISTRICT may retain the revenues received from that parking fee, unless the parties elect to modify this provision by separate agreement.
    b. DISTRICT shall provide free parking accommodations for OHSAA personnel and guests.

13. **FORCE MEJEURE**
    If DISTRICT is unable to give possession of the premises on the specified dates by reason of "Force Majeure," DISTRICT shall not be subject to liability for failure to give possession. For the purposes of this agreement, the term "Force Majeure" shall mean fire, earthquake, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, of governmental agency, of authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of DISTRICT.

14. **NO WAIVER**
    No provision of this agreement shall be deemed to have been waived by either party, unless such waiver is in writing and signed by both the DISTRICT and the OHSAA. This agreement contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

15. **GOVERNING LAW**
    This agreement shall be governed and construed under the laws of the State of Ohio.

16. **NOTICES**
    Unless otherwise provided in writing, all notices, consent or approval shall be provided in writing to the following addresses:

    OHSAA
    Attention: Steve Nell, Senior Director of Corporate Development
    4080 Roselea Place
    Columbus, OH 43214

17. **CAPTIONS**
    The captions at the beginning of each paragraph are inserted as a matter of convenience and for reference and in no way define, limit, or describe the scope of neither this Agreement, nor the intent or contention of any provisions contained herein.

18. **ENTIRE AGREEMENT**
    This Agreement includes all the terms and conditions agreed by the parties and shall be valid or binding upon the parties hereto. In the event the terms of this Agreement conflict with any past practices or verbal agreements, the terms of this Agreement shall supersede. This agreement may not be modified in any manner except by written agreement signed by all parties hereto.

Rev. 9/2018

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION	DISTRICT
By Its _____ Executive Director	By Its _____ Superintendent / Chief Executive Officer
Date _____	Date _____
By Its _____ District Athletic Board Secretary (for Sectional and District Events only)	By Its _____ Treasurer / Chief Financial Officer
Date	Date _____
	Site Manager Brad Musgrave Contact Telephone 419-966-1669

Candle Coach LLC

1501 Perry Dr SW
Canton, OH 44710

330-455-4444 **877-340-1277**

(Fax: 330-455-2444)
candlecoachllc.net
candlecoach@gmail.com

Confirmation

Franlin Elementary
Kevin Auerbach
200 Takacs Dr
Wadsworth, OH 44281

Charter # 824
Date Printed: Tuesday, September 11, 2018
PO #:
Group Name: Fourth Grade Field Trip
Phone: 330-335-1470 Fax:
Salesperson: Sheila Riffle
Email: sheila.candlecoach@gmail.com
Cust Email: kauerbach@wadsworthschools.org

		Departure Time	Date	# Vehicles	Description	Total Capacity
Pickup	Franklin Elementary School 200 Takacs Drive Wadsworth, OH	8:00am	05/17/19	2	MCI	110
Dropoff	Columbus Columbus, OH		05/17/19			110
Pickup	Columbus Columbus, OH		05/17/19			110
Dropoff	Franklin Elementary School 200 Takacs Drive Wadsworth, OH	7:30pm	05/17/19			110

Your Charter Includes:	# Units	Cost/Unit	Total	Note
Flat Rate	2.00	975.00	1950.00	

Deposit of $ 390.00 is due: Nov 16, 18
Remainder of $ 1,560.00 is due: May 3, 19
Total Cost: $ 1,950.00

Itinerary: Itinerary attached.

PRICE QUOTED IS BASED ON THE COST OF FUEL AT THE TIME OF BOOKING AND MAY BE SUBJECT TO INCREASE.

PLEASE SIGN THIS AGREEMENT, ENCLOSE PAYMENT AS NOTED ABOVE. KEEP ONE COPY FOR YOUR FILES AND RETURN ONE COPY WITH YOUR PAYMENT. IF PAYING BY CHECK, PLEASE WRITE THE CHARTER NUMBER ON YOUR CHECK. CANCELLATIONS MUST BE RECEIVED 30 DAYS PRIOR TO DEPARTURE TO INSURE FULL REFUND. CHARTER IS SUBJECT TO CANCELLATION IF PAYMENTS ARE NOT RECEIVED BY DUE DATES.

****** SMOKING IS PROHIBITED AT ALL TIMES ON THE VEHICLES ******

YOUR COST IS BASED ON THE SERVICES DETAILED ABOVE AND IS SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR ACTUAL ITINERARY. THIS COMPANY RESERVES ITS RIGHT TO LEASE EQUIPMENT FROM OTHER COMPANIES IN ORDER TO FULFILL THIS AGREEMENT. THIS COMPANY SHALL NOT BE LIABLE FOR ITEMS LEFT ON THE VEHICLE OR LOSS OF TIME DUE TO MECHANICAL FAILURE OR INCLEMENT WEATHER. WE CANNOT GUARANTEE THE ASSIGNMENT OF REQUESTED DRIVERS OR VEHICLES. A SIGNED CONTRACT AND DEPOSIT WILL CONFIRM YOUR RESERVATION AND ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT.

CREDIT CARD USE IS SUBJECT TO A 2.5% SURCHARGE.

Signature _____ Date _____

CAMP CHRISTOPHER
2019 Spring Environmental Education School Programs
OVERNIGHT ADVENTURE REGISTRATION FORM- SPRING

SCHOOL NAME Franklin

Contact Teacher Name Mandy Simmons Contact Teacher Email asimmons@wadsworthschools.org

School Phone: (330) 335-1470 Contact Teacher Phone: (330) 807-9070

Principal Roger Havens Fax Number: (_____)

Address 200 Takacs Wadsworth OH 44281 Medina
Street City State Zip County

STUDENT INFORMATION — Final counts due two weeks prior to your camping date(s)

Boys: 29 **# Girls:** 22 **# Classes:** 2 **Grade(s):** 3

PLEASE SELECT FROM THE FOLLOWING PROGRAMS: $100 Deposit is required to reserve your dates.
Please check 1st choice, 2nd choice, 3rd choice. Camp Christopher will make every attempt to assign your first choice.

2 Day, 1 Night Dates—$80/student		2.5 Day, 2 Night Dates—$110/student	
April 16-17: _____	April 30-May 1: _____	April 16-18: _____	
April 18-19: _____	May 2-3: _____	April 22-24: _____	
April 22-23: _____	May 13-14: X	April 29-May 1: _____	
April 24-25: _____	May 20-22: _____	May 22-24: _____	
	May 29-30: _____		

****Contact Camp Christopher if your preferred dates are not listed****

X **Low Ropes Course (available as a chosen activity with no additional fee)**
X **Zip Line or Rock Wall, ages 10+ (only available on select dates; please call for more information)**
_____ **High Ropes, ages 13+ (only available if whole group is 13 and over)**

Signatures Required for Registration
The signatures below indicate that the above named school is aware of the Camp Christopher registration procedure and will attend camp as assigned.

Principal _____ Date 10/11/18

Teacher Mandy Simmons Date 10/5/18

FINAL BALANCES DUE TWO WEEKS BEFORE YOUR CAMPING DATE (s)

INSURANCE – please check one:

	This organization is not insured through the Diocesan Insurance Service Corporation (DISC), but would like to purchase a special event policy through DISC at the cost of $115/night.
	This organization is insured through the Diocese of Cleveland and a **copy of the policy is attached.**
	This organization has attached a certificate of insurance through its carrier with a combined single limit of at least $1,000,000 per occurrence with this application.

Return deposit check (made out to *Catholic Charities*) and Registration Form to:
Camp Christopher-Environmental Education
812 Biruta St, Akron, OH 44307-1104
OR mrthomas@ccdocle.org

See Reverse Side for Day Adventure

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins and supersedes any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation.

Cummins shall provide the Services in a safe and workmanlike manner. Cummins has licenses, permits, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations.

Customer shall provide Cummins safe access to Customer's site. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located for any and all safety issues, including but not limited to injury to facility occupants, invitees, or any third party arising out of the Services.

2. PAYMENT TERMS. Payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins has under the law, Cummins may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments.

3. DELAYS. Cummins shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

4. WARRANTY. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins' obligation shall be limited to correcting the defective workmanship. Cummins shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 4 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

5. LIMITATIONS ON WARRANTIES AND REMEDIES.

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS OR SAVINGS, LOSS OF USE, OR DOWNTIME) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS' TOTAL AND CUMULATIVE LIABILITY EXCEED TWO MILLION DOLLARS ($2,000,000.00). NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR INTENTIONAL MISCONDUCT.

6. RESERVED.

7. RESERVED.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State in which services are to be rendered or performed without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State in which services are to be rendered or performed and shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

9. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

10. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Neither party shall assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

11. IP. Any intellectual property rights created by Cummins in the course of the performance of any Agreement or otherwise shall remain Cummins' property. Nothing in these conditions shall be deemed to have given either party to this Agreement a license or any other rights to use any of the intellectual property rights of the other party to this Agreement.

12. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

13. TERMINATION. Either party has the right, to terminate this Agreement within thirty (30) days prior notice, unless the work has already been performed and completed.

WADSWORTH CITY SCHOOLS

Coordinator: Theatre Technician Coordinator

JOB DESCRIPTION

Title: Theatre Technician Coordinator

Reports To: Assistant Superintendent or designee

Employment Status: 12 months as needed by use of listed facilities

W.E.A./W.E.S.P.A. Status: Exempt

General Description:

Serve as coordinator for all district wide sound and light systems particularly ~~O.J. Work Auditorium,~~ James R. Mcilvaine Performing Arts Center, WMS Cafetorium and Gymnasiums, WHS Gymnasium and ~~Art Wright Stadium~~.

Qualifications:

1. Possess a valid driver's license.
2. Physically able to do the work as listed in essential duties and/or assigned.
3. High school graduate with adequate knowledge of ~~training on running~~ all facets of a sound system.
4. Knowledge on proper uses of various microphones, soundboards, effects systems, monitor systems, the interaction of CD, MP3 or other computer interfacing to a system.
5. Adequate knowledge of the ~~Understand all~~ components of a sound board to assist in mixing the board ~~properly mix the outcome~~ to the main speakers to produce ~~and~~ quality sound production to the audience.
6. Ability and willingness to carry out both oral and written directions/policies.
7. Ability to work with a variety of individuals including but not limited to students, teachers, parents and administrators and outside rental groups.
8. Demonstrates an interest in job related technology and maintains a desire to "stay current" with advances in technology of sound production.
9. Willingness to adapt and learn as new technologies, methodologies and policies are introduced.
10. Validation of qualifications as determined by an interview.
11. Other relevant criteria as determined by the Board of Education, Superintendent and/or designee may find appropriate are acceptable:
12. Neat appearance, pleasant voice and personality

Required Knowledge, Skills and Abilities:

As needed, remain current with knowledge, skills, and abilities to position in the area of sound systems.

Essential Duties:

1. Directly reports to the Assistant Superintendent or designee.
2. The PAC Manager is responsible for the scheduling of all events in the PAC and associated spaces. Yearly, weekly, communicate with other users on conflicts/concerns
3. Coordinate and collaborate with WCS faculty and staff regarding PAC events.
4. Serve as primary contact for all facility issues with the performance hall and its systems
5. Establish and maintain effective working relationships with representatives of various groups, vendors, co-workers, students, and others
6. Manage the PAC calendar, including the scheduling of WCS performances and meetings, community and business rentals, special events and community groups
7. Work with the directors of all drama productions for sound and light. Coordinate the necessary workers to be present for practice(s) and actual productions.
8. Work with all choral and band directors for need of sound and light during concerts and coordinate workers to meet the need.
9. Work with any students helping with the production and train them in the care and operation of run the systems
10. Must possess a working knowledge of techniques, methods and procedures of theatre, dance, music productions and presentations including stage, set, sound and lighting design implementation
11. Must be able to operate and be willing to be trained in all aspects of theater technology including: Stage lighting, Stage lighting controls, Stage rigging, Theater Tech Systems, Production sound system, Production intercom system & House Monitor, Audio-Visual technology systems, Acoustical shell and curtains
12. Determine the technical supports and special needs necessary for events and performances at the PAC in advance of production dates
13. Research, recommend and order new equipment, instruments and other purchases for the performing arts center, WMS Cafetorium and Gymnasium, and WHS Gymnasium
14. Recommend proper maintenance and repair of equipment and facilities, including ordering of parts and services and creating necessary work orders.
15. ~~Maintain sound systems in the district including but not limited to O.J. Work Auditorium, Meilvaine Performing Arts Center, WMS Cafetorium and Gymnasiums, WHS Gymnasium, and Art Wright Stadium.~~
16. ~~Maintain all aspects of the sound systems to include amplifiers, and related processors, microphones for all types of applications, monitors, main speakers, and all related cords, wiring and wireless systems. This is to include manuals, warranties, recommending and documenting modifications or upgrades to the systems.~~
17. ~~Work with outside rentals that request sound production beyond established presets. Coordinate necessary workers to be present for the function.~~
18. Verify all worker timesheets and send to the Office of the Assistant Superintendent.
19. Coordinate the maintenance of the systems with the Assistant Superintendent or designee.

~~20. Work with all other school district programs that would use the sound systems under his/her supervision.~~
21. Performs such other tasks as assigned.

Other Duties:

1. Serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings.
2. Help instill in students the belief in and the practice of ethical principles and democratic values.
3. Promote safety practices and procedures consistent with Wadsworth City Schools board policy. ~~OSHA, PERRA Standards~~.
4. Conduct other duties as assigned.

Equipment Operated:

As needed, operate or learn to operate all equipment related to the position including but not limited to:

1. Sound Boards
~~2. Amplifiers~~
~~3. Effect processors~~
~~4. Equalizers~~
5. Speakers (main and monitor)
6. All types of microphone (cord and wireless)
7. CD player, MP3 players, computer audio and video that might interface with the system

Additional Working Conditions:

1. Occasional exposure to blood, bodily fluids and tissue.
2. Occasional interaction among unruly children.

Terms of Employment:

The Wadsworth Board of Education determines salary, work year, and terms and conditions of employment.

Evaluation:

The Administration/Supervisors in accordance with the provisions of the Wadsworth Board of Education and the Master Contract will evaluate performance of this position.

Note: The above lists are not ranked in order of importance.

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the employee. The employee will be required to

follow the instructions and perform the duties required by the incumbent's supervisor, appointing authority, or designee.

_____ _____

Superintendent or Designee Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

_____ _____

Signature Date

Title: **Coordinator: Theatre Technician(s)**

Revision Date: August 29th, 2018

WADSWORTH CITY SCHOOLS

Coordinator: O.J. Work Auditorium Manager

JOB DESCRIPTION

Title: O.J. Work Auditorium Manager

Reports To: Assistant Superintendent or designee

Employment Status: 12 months as needed by use of listed facilities

W.E.A./W.E.S.P.A. Status: Exempt

General Description:

Serve as coordinator for all district wide sound and light systems particularly O.J. Work Auditorium

Qualifications:

1. Possess a valid driver's license.
2. Physically able to do the work as listed in essential duties and/or assigned.
3. High school graduate with adequate knowledge of all facets of a sound system.
4. Knowledge on proper uses of various microphones, soundboards, effects systems, monitor systems, the interaction of CD, MP3 or other computer interfacing to a system.
5. Adequate knowledge of the components of a sound board to assist in mixing the board to the main speakers to produce quality sound production to the audience.
6. Ability and willingness to carry out both oral and written directions/policies.
7. Ability to work with a variety of individuals including but not limited to students, teachers, parents and administrators and outside rental groups.
8. Demonstrates an interest in job related technology and maintains a desire to "stay current" with advances in technology of sound production.
9. Willingness to adapt and learn as new technologies, methodologies and policies are introduced.
10. Validation of qualifications as determined by an interview.
11. Other relevant criteria as determined by the Board of Education, Superintendent and/or designee may find appropriate are acceptable:
12. Neat appearance, pleasant voice and personality
13. Knowledge of lighting systems and troubleshooting as it pertains to lighting;

Required Knowledge, Skills and Abilities:

As needed, remain current with knowledge, skills, and abilities to position in the area of sound systems.

Essential Duties:

1. Directly reports to the Assistant Superintendent or designee.
2. Have a basic working knowledge of the lighting and sound systems of OJ Work Auditorium
3. Must possess a working knowledge of techniques, methods and procedures of theatre, dance, music productions and presentations including stage, set, sound and lighting design implementation
4. Communicate and work with outside rentals that request sound and lighting effects beyond established presets.
5. Establish and maintain effective working relationships with representatives of various groups, vendors, co-workers, students, and others
6. Determine the technical supports and special needs necessary for events and performances at O.J. Work in advance of production dates
7. Serve as the primary contact for all facility issues with the O.J. Work Auditorium and its systems
8. Work with any students helping with the production.
9. Recommend proper maintenance and repair of equipment and facilities, including ordering of parts and services and creating necessary work orders.
10. Coordinate the maintenance of the systems with the Assistant Superintendent or designee.
11. Performs such other tasks as assigned.

Other Duties:

1. Serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings.
2. Help instill in students the belief in and the practice of ethical principles and democratic values.
3. Promote safety practices and procedures consistent with Wadsworth City Schools board policy.
4. Conduct other duties as assigned.

Equipment Operated:

As needed, operate or learn to operate all equipment related to the position including but not limited to:

1. Sound Boards
2. Speakers (main and monitor)
3. All types of microphone (cord and wireless)
4. CD player, MP3 players, computer audio and video that might interface with the system\
5. Theatre and facility lighting

Additional Working Conditions:

1. Occasional exposure to blood, bodily fluids and tissue.
2. Occasional interaction among unruly children.

Terms of Employment:

The Wadsworth Board of Education determines salary, work year, and terms and conditions of employment.

Evaluation:

The Administration/Supervisors in accordance with the provisions of the Wadsworth Board of Education and the Master Contract will evaluate performance of this position.

Note: The above lists are not ranked in order of importance.

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the employee. The employee will be required to follow the instructions and perform the duties required by the incumbent's supervisor, appointing authority, or designee.

_____ _____

Superintendent or Designee Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

_____ _____

Signature Date

Title: O.J. Work Auditorium Manager

Revision Date: August 29th, 2018

AP CAPSTONE

(Seminar and Research)

AP Seminar course description

The AP Seminar course is an inquiry-based course that aims to engage students in cross-curricular conversations that explore real-world topics and issues from multiple perspectives. Students are empowered to collect and analyze information with accuracy and precision in order to craft and communicate evidence-based arguments.

The goals of the AP Seminar course include:

• Engage students with rigorous college-level curricula focused on the core academic skills necessary for successful college completion.

• Extend students' abilities to synthesize information from multiple perspectives and apply skills in cross- curricular contexts and in new situations.

• Empower students to collect and analyze information with accuracy and precision.

• Cultivate students' abilities to craft, communicate, and defend evidence-based arguments.

• Provide opportunities for students to practice disciplined and scholarly research skills applied to relevant topics of their interest and curiosity.

AP Capstone: Research

AP Research, the second course in the AP Capstone program, allows students to explore an academic topic, problem, issue, or idea of individual interest. Students design, plan and implement a yearlong investigation to address a research question. Through this inquiry, they further the skills acquired in the AP Seminar course by learning research methodology, employing ethical research practices, and accessing, analyzing and synthesizing information. Students reflect on their skill development, document their processes and curate the artifacts of their scholarly work through a process and reflection portfolio. The course culminates in an Academic Paper of approximately 4,000-5,000 words. The Academic Paper is accompanied by a performance, exhibit, or product, as well as a Presentation with an Oral Defense.

The AP Research course will be the primary course in which research skills are taught and practiced. Though AP Research is not linked thematically to a specific course, students should endeavor to practice what they are learning in AP Research in their other AP and ~~non-AP~~ courses as well. Transference of AP Research skills to other fields of study and/or extracurricular groups is strongly encouraged.

AP Environmental Science - Course Description

The AP Environmental Science course is designed to be the equivalent of a one-semester, introductory college course in environmental science . Unlike most other introductory-level college science courses, environmental science is offered from a wide variety of departments, including geology, biology, environmental studies, environmental science, chemistry, and geography . Depending on the department offering the course, different emphases are placed on various topics . Some courses are rigorous science courses that stress scientific principles and analysis and that often include a laboratory component; other courses emphasize the study of environmental issues from a sociological or political perspective rather than a scientific one . The AP Environmental Science course has been developed to be most like the former; as such, it is intended to enable students to undertake, as first-year college students, a more advanced study of topics in environmental science or, alternatively, to fulfill a basic requirement for a laboratory science and thus free time for taking other courses .

Advanced Placement Physics C Grade: 11-12

Two Semesters

Prerequisites: Previously completed or currently enrolled in AP Calculus or Honors Calculus with Pre-Calculus

One Credit

Recommended Previous Courses: Honors Physical Science

Class Fee: $10

Grade 11: Teacher Recommendation Only

Advanced Placement Physics C is an advanced course for students who intend to pursue a career in engineering, science, medicine, or technology. The coursework requires greater amounts of effort, time, and math analysis. This course will prepare students for the Advanced Placement Physics C Exam. **Students are highly encouraged to take the AP test at the end of the year.**

Physics C: Mechanics should provide instruction in each of the following six content areas: kinematics; Newton's laws of motion; work, energy and power; systems of particles and linear momentum; circular motion and rotation; and oscillations and gravitation.

Physics C: Electricity and Magnetism should provide instruction in each of the following five content areas: electrostatics; conductors, capacitors and dielectrics; electric circuits; magnetic fields; and electromagnetism.

UNIVERSAL SERVICE AGREEMENT

This UNIVERSAL SERVICE AGREEMENT (the "Agreement") is entered into and shall be binding upon the parties as of the last date executed below, and effective as of November 1, 2018 (the "Effective Date") by and between Worxtime, LLC ("Worxtime"), a Georgia limited liability company (and a wholly owned subsidiary of TALX Corporation), and Wadsworth City Schools ("Client"), a/an Ohio school system. The parties agree as follows:

1.0 CONTRACT SERVICES

By entering into this Agreement, Client hereby authorizes Worxtime to provide the employment or payroll related services (the "Services") as described in each applicable schedule, or schedule set, and any exhibits attached thereto (the "Schedule(s)"). The parties may enter into one or more Schedule(s), each Schedule corresponding to a service or group of services provided by Worxtime, and such schedules, whether attached hereto or entered into after the execution of this Agreement, shall be a part of this Agreement. The terms of this Agreement shall apply to each Service, except as the parties may otherwise provide in the Schedule(s).

2.0 TERM

The term for each Service is set forth in the applicable Schedule. A Schedule may expire or be terminated without affecting the other Schedules. This Agreement shall remain in effect as long as there is an outstanding schedule with a term then in effect.

3.0 WORXTIME OBLIGATIONS

Worxtime agrees that the Service (i) will be provided in compliance with laws and regulations applicable to Worxtime's performance thereof, and (ii) will not infringe trademarks, patents or other intellectual property rights of others. Worxtime MAKES NO WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF Worxtime KNOWS OF SUCH PURPOSE.

4.0 CONFIDENTIALITY

The parties agree that the following will be treated as "Confidential Information": (i) all employment and income data ("Data") provided by or on behalf of Client to Worxtime; (ii) all information provided by Worxtime to Client pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to Worxtime, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement.

"Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient , (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give either party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available, including, but not limited to reasonable attorneys' fees. Each party hereby waives the posting of a bond with respect to any action for injunctive relief.

Upon Client's written request at any time during the Term of this Agreement (including termination or completion of the Services hereunder), Worxtime will purge, destroy, or otherwise render inaccessible, Data housed in the Worxtime production database(s), provided that Worxtime may retain archival copies of Data for audit and dispute resolution purposes, and Worxtime may retain copies of Data on encrypted

back-up media in which such Data is co-resident with other employment and income data. Worxtime shall remain under its contractual obligation of confidentiality and security to Client during such retention and such obligations shall survive termination of the Agreement.

This Section shall survive the termination of this Agreement.

5.0 DATA SECURITY AND PRIVACY

Worxtime shall maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Data; 2) protect against any anticipated threats or hazards to the security or integrity of such Data; 3) protect against unauthorized access to or use of such Data that could result in substantial harm or inconvenience to Client; and 4) dispose of such Data in a secure manner.

To comply with the safeguard obligations generally described above, Worxtime has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such Data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards (including encryption of Data at rest and during transmission), to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

Worxtime shall notify Client in writing as soon as possible and without unreasonable delay, after Worxtime has either actual or constructive knowledge of a breach which affects Data (an "Incident"). Notification may be delayed as required by law enforcement to prevent any impediment(s) to its investigation of the Incident. Worxtime shall have actual or constructive knowledge of an Incident if Worxtime actually knows there has been an Incident or if Worxtime has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. Worxtime shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. Worxtime shall promptly take appropriate action to mitigate such risk or potential problem at Worxtime's expense. In the event of an Incident, Worxtime shall, at its sole cost and expense, fully restore the Data and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

6.0 DATA QUALITY AND DATA TRANSMISSION

Client acknowledges that the ability of Worxtime to provide accurate information is dependent upon receipt of accurate Data from Client. Client shall provide current and accurate Data necessary for Worxtime to provide the Services. Client agrees to provide such Data to Worxtime in the Worxtime format within a mutually agreeable timeframe and to promptly correct and update Data. Client further agrees to test and validate the accuracy of the Data on a mutually agreeable frequency using paper-based or electronic Data validation reports provided by Worxtime. Both parties agree to work together to identify and resolve all identified historical and ongoing Data errors within two (2) of Client's pay periods. Client agrees that any action required of Worxtime to correct the Data for Client may result in additional fees, as provided in each applicable Schedule attached hereto. Furthermore, Client agrees to transfer Data to Worxtime using one of the approved secure shipping methods provided in Attachment 1.

7.0 PROPRIETARY RIGHTS

Neither party's ownership rights, including but not limited to, any intellectual property rights in or used by Worxtime to perform the Services nor any intellectual property rights in or to Client's Data, shall be transferred pursuant to this Agreement. This Section shall survive termination of this Agreement.

8.0 LIABILITY /LIMITATION OF LIABILITY

8.1 Each party recognizes that every business decision represents an assumption of risk and that neither party, in furnishing Confidential Information, Data or the Service to the other, underwrites or assumes the other's risks under this Agreement in any manner. Each party shall be responsible for its negligent or intentional acts or omissions and the negligent or intentional acts or omissions of its employees, officers, or directors under this Agreement.

8.2 IN NO EVENT SHALL DAMAGES BY EITHER PARTY HEREUNDER EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY CLIENT DURING THE TWELVE MONTHS PRIOR TO THE ACT OR OCCURRENCE WHICH GIVES RISE TO THE CLAIM, OR (B) THE SUM OF TWENTY- FIVE THOUSAND DOLLARS ($25,000).

8.3 ANY OTHER TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 To the extent either party to this Agreement is responsible for a third party claim, the limitations of liability set forth in Sections 8.2 and 8.3 do not apply to third party claims brought against a party to this Agreement based upon that party's acts or omissions.

9.0 MISCELLANEOUS

9.1 **Entire Agreement**. This Agreement, which includes all schedules attached hereto and/or entered into after the execution hereof, comprises the entire Agreement between the parties, which supersedes all prior proposals, purchase orders, understandings and agreements with respect to the subject matter hereof.

9.2 **Force Majeure**. Neither party shall be responsible for any failure or delay in the performance of any obligations (excepting obligations to pay money) to the extent that failure is caused by acts of God, acts of terror, flood, fire, labor disputes, acts or omissions of the other party, non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement, or other causes beyond such party's reasonable control.

9.3 **Severability**. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

9.4 **Assignment/Modification**. Client shall not transfer, assign or otherwise dispose of (through operation of law or otherwise) any of its rights or obligations under this Agreement to any other person or entity, without the express written consent of Worxtime. Worxtime may assign this Agreement (and any corresponding schedules or attachments) to its affiliates, successors, or assigns, whether by way of business reorganization/reassignment, merger, sale of equity or assets, or otherwise, without the consent of Client. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective affiliates, successors, and assigns in accordance with this subsection 9.4.

9.5 **Notices**. Every notice required under this Agreement shall be in writing and effective three (3) days after being mailed first class postage prepaid, or upon delivery by an overnight or other courier or delivery service, in either case addressed as follows:

To Client:	To Worxtime:
Wadsworth City Schools	Worxtime, LLC (a wholly owned subsidiary of TALX Corporation)
524 Broad Street	11432 Lackland Road
Wadsworth, OH 44281	St. Louis, MO 63146
Attn: Doug Beeman	Attn: President

Either Party may change its notice address with written notice to the other party.

9.6 **Entirety**. This Agreement, together with all appendices, exhibits, schedules, attachments and addenda attached hereto, constitutes the entire agreement between the parties with respect to its subject matter, and, with respect to that subject matter, supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties. This Agreement shall control over any other agreement or any contrary terms contained in any other agreement (including, but not limited to, master agreement(s), service agreement(s), subscription agreement(s), business associate agreement(s), or similar agreement(s)).

9.7 **Counterparts/Execution by Facsimile**. For the convenience of the parties, copies of this Agreement, including Schedules hereto, may be executed in two or more counterparts and signature pages exchanged by facsimile or scanned copies via e-mail. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and all of such copies together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client Wadsworth City Schools		**Worxtime, LLC**	
By:	_____	By:	_____
Name:	Doug Beeman	Name:	Heather McFarland
Title:	Treasurer	Title:	VP of Operations & Finance
Date:	_____	Date:	_____

Attachment 1

Security Requirements when Client Sends Employment and Income Data to Worxtime

The following table outlines the acceptable options for the secure transfer of employment and income Data, to Worxtime. Client agrees to use one of the approved secure delivery or transmission methods provided below. The Worxtime preferred method of receiving Data is Secure File Transfer Protocol (SFTP) with PGP encryption.

	Transfer Option	Description	For Added Protection
1a	SFTP	Secures credentials and information in the file during transmission using the SSH protocol.	PGP desktop software and use of the Worxtime PGP encryption key adds extra protection to the Data file itself.
1b	FTPS	Secures credentials and information in the file during transmission using SSL/TLS protocols.	PGP desktop software and use of the Worxtime PGP encryption key adds extra protection to the Data file itself.
2	Encrypted Email Attachment	Secures information in email attachment only.	PGP desktop software and use of the Worxtime PGP encryption key encrypts the Data file.
3	CD/DVD	Allows for sending data files using encryption software with additional password protection.	PGP desktop software and use of the Worxtime PGP encryption key encrypts the Data file.
4	Secure Email (Voltage, TLS)	Secures information in the body of the email and attachments.	Client to confirm presence of TLS with their internal email service team.
5	Unencrypted Media	Secured transport service approved by Worxtime for unencrypted media and documents.	1. USPS Certified Mail 2. USPS Overnight delivery 3. FedEx Overnight or 2-day delivery 4. UPS Overnight or 2-day delivery

SCHEDULE A – ACA REPORTING SERVICE

SERVICE PROVIDER, TERMS AND FEES FOR SERVICES

Client Name: Wadsworth City Schools **Effective Date: November 1, 2018**

The ACA Reporting Service ("ACA Service") and its corresponding Implementation and Support, the optional ACA Tax Form 1095-C Print Service ("ACA Tax Form Service"), the Employment Verification Service, and the optional ACA Subsidy Management Service, all described more fully below or in Schedule B hereto (collectively, the "Services") are provided by Worxtime, LLC, a Georgia Limited Liability Company (a wholly owned subsidiary of TALX Corporation - "TALX"), ("Worxtime"). Client authorizes Worxtime as its authorized agent to provide the Services. Worxtime shall provide the applicable Services in accordance with the Universal Service Agreement (the "Agreement") dated November 1, 2018, this Schedule A, and Schedule B (which are part of the Agreement) utilizing any and all of the employment data and information, and if Client elects the ACA Tax Form Service, tax form information supplied by and on behalf of Client. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

1. **Scope of Undertaking:** Worxtime shall provide (i) the ACA Service and applicable Implementation and Support in relation to certain of Client's group health plans, which may or may not be "employee welfare benefit plans", within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974 (ERISA) ("Plans"), as more specifically set forth in Schedule B; (ii) the Employment Verification Service, detailed below in Sections 6 and 7 of this Schedule A; and (iii) at Client's option (as indicated by Client's initials in Exhibit 1 hereto), (a) the ACA Tax Form Service and (b) the ACA Subsidy Management Service, each described more fully in Schedule B. The ACA Service is designed to assist Client in understanding its options with respect to its Plans under the employer shared responsibility provisions of Internal Revenue Code Section 4980H and related issues under the Patient Protection and Affordable Care Act of 2010, Pub. L. No. 111-148, and the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152, and the regulations and guidance issued thereunder ("PPACA").
2. **Term:** The initial term of this Schedule A shall begin on the Effective Date hereof, and shall remain in effect for one (1) year. This Schedule A shall automatically renew for successive one (1) year terms (each a "Successive Term") unless either party provides the other with written notice of termination at least ninety (90) days prior to the end of the then-current term.
3. **Termination:** Either party may terminate this Schedule A if the other party has materially breached the Agreement, provided that the party claiming breach must give the other party at least thirty (30) days prior written notice in which to cure the breach before terminating this Schedule A. Notwithstanding anything to the contrary, this Schedule A may not be terminated for convenience (i.e., Client is responsible for making payments for all amounts contracted for and owed for the entire length of the term of this Schedule, and Worxtime will bill and collect any and all amounts owed under this Schedule).
4. **Payment Terms and Fees:** All prices and fees for the Services performed under this Schedule A and Schedule B are stated in Exhibit 1 - Fees, attached hereto and made part of this Schedule A. All fees are in U.S. dollars.
   - Annual fees will commence upon execution of this Schedule A and renewing annual fees will be invoiced on the last day of the month that the Term renews.
   - All Set-up Fees and One Time Fees for historical data, additional carriers and FEINs will be billed upon execution of this Schedule A. ACA Subsidy Notification and ACA Subsidy Appeals Fees will bill the month following Worxtime providing the service.
   - If applicable, fees for the ACA Tax Form Service will be invoiced after charges are incurred.
   - Invoices are due net thirty (30) days.
   - Payments not received within forty-five (45) days of the invoice date will bear interest at a rate of 1.5% per month.
   - Payments not received within sixty (60) days of the invoice date will result in the suspension of the Service (at the discretion of Worxtime) until payment is received.
   - Except to the extent that Client has provided an exemption certificate, direct pay permit, or other such appropriate documentation, Worxtime shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption, and other similar transaction taxes, however designated, that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon Worxtime's net income, and any taxes or amounts in lieu thereof paid or payable by Worxtime as a result of the foregoing excluded items.
   - Additionally, any applicable fees for the Employment Verification Service will be set forth in Exhibit 1 – Fees.
5. **Data:** Client acknowledges that Client is solely responsible for the quality of the Data provided by Client or by a third-party on behalf of Client. Client will validate the completeness and accuracy of all Data prior to submitting to Worxtime, and Client shall notify Worxtime in advance of any and all changes or modifications in format or type concerning the Client's computer interface and/or any of its Data. Worxtime may use depersonalized Client Data to perform analytics, modeling and/or demographic studies. Depersonalized Client Data shall not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees. Use of Client's Data for Employment Verification Service is set forth in Sections 6 and 7 of this Schedule A.
6. **Employment Verification Service:** Worxtime is authorized by Client to provide employment and income verification of Client's employees. The Employment Verification Service is designed to assist (i) Client, (ii) employees of Client, and (iii) commercial, private, non-profit and governmental entities ("Verifier(s)") who wish to verify an employee's employment and/or income. Worxtime will serve the interests of Client, employees of Client, and Verifiers (a) by providing verifications to relieve the employer of the burden of employment and income verification obligations as often as practicable; (b) by providing verifications where the employee has applied for a benefit (such as a job application, subsidies, or a loan application) or has obtained a benefit, and the Verifier is seeking to determine whether the employee is qualified to receive the benefit or is seeking to enforce obligations undertaken by the employee in connection with the benefit; (c) by providing verifications where the employee is obligated by Federal, state or local law to provide the verification information to the Verifier; and (d) by providing analytics, modeling and/or demographic studies that will not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees.

7. **Fair Credit Reporting Act ("FCRA") Obligations:** Concerning the Employment Verification Service, Client acknowledges receipt of Schedule A, Schedule B, and the "Notice to Furnisher" document provided below in Schedule B. Client agrees that it shall comply with all of the obligations of a furnisher set forth in such Notice to Furnisher. In the event that an employee notifies Worxtime of an error in any Data, and Worxtime or Client concludes that the Data is incorrect, Client shall correct the Data as required. If, after completing an investigation and acknowledging that the Data is incorrect, Client does not correct the Data, then Worxtime (by and/or through its parent company TALX) may as required under the FCRA: (i) correct the Data on behalf of Client, and/or (ii) block the Data from being accessed by Verifiers. TALX is a Consumer Reporting Agency ("CRA"), as defined by the FCRA. As such, TALX (and its subsidiary Worxtime) complies with the FCRA in providing the Employment Verification Service. FCRA compliance enhances the protections available to Client's employees, with respect to the privacy and accuracy of the Data. Client acknowledges that Worxtime (by and/or through its parent company TALX) has the responsibility to maintain Data accuracy as required under the FCRA, and grants the authority necessary to Worxtime and TALX under this Schedule to fulfill this responsibility.

8. **Set-up and Implementation:** Client acknowledges that it must undertake certain steps for the Services to be provided correctly and timely, including, without limitation, providing Data in a proper format, undergoing validation and, if applicable, testing procedures, and assisting with the Implementation and Support. Client agrees to fully cooperate with Worxtime to implement the Service and if applicable, the ACA Tax Form Service in accordance with Schedule B. Worxtime shall have no liability with regard to any errors that result from Client's failure to timely provide Data (or update Data) accurately and completely and in the format required by Worxtime.

9. **Responsibilities:** Client understands that Worxtime is not a law firm and Worxtime has not and cannot provide legal advice to Client or the Plan concerning any legal issues associated with the Services. Client is responsible for compliance with all applicable federal, state and local laws and regulations, including, but not limited to, compliance with PPACA, the San Francisco Health Care Security Ordinance and the Massachusetts Health Care Act. Client is responsible for working with its legal counsel to develop and implement any strategies (tax, legal or otherwise), and to make all determinations regarding whether to offer coverage under its Plans and to whom coverage should be offered, in response to Data or information developed as part of the Service, and to monitor and comply with any applicable laws, regulations and guidance (formal or informal) that affect the Services, and/or the Client's Plans. Client understands that Client's failure to follow any established parameters of the Services may materially affect the risks and liabilities associated with any development and implementation of any strategies based on the Services. Client acknowledges that Worxtime is not providing tax or legal advice and that Worxtime is not responsible for determining the legal and tax status of the Services and/or the Client's Plans. Worxtime does not have authority to control and manage the operation of Client's Plans. Worxtime does not assume any responsibility for the general policy design of the Plans, the terms of the Plans, the legal compliance of the Plans, the administration of the Plans or any act or omission or breach of duty by Client related to the Plans. In addition, Worxtime does not assume any financial risk or obligation with respect to the Plans. Nothing herein shall be deemed to constitute Worxtime as a party to the Plans or to confer upon Worxtime any discretionary authority, responsibility or control concerning or with respect to management of the Plans, administration of the Plans or operation of the Plans. Nothing in this Schedule A or Schedule B shall be deemed to impose upon Worxtime any obligation to any employee of Client or any person who is participating in the Plans. Worxtime is and shall remain an independent contractor with respect to the Services, and shall not for any purpose be deemed an employee of Client. Nor shall Worxtime and Client be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor.

10. **Liability**. Client shall be responsible for its own premium charges, taxes, penalties or similar assessments (federal, state or local), for which Client is liable, including, but not limited to, any excise tax under Section 4980H or Section 4980D of the Internal Revenue Code or any other provision of PPACA, (ii) or Client's own violation of laws or regulations applicable to the Plans, and (iii) any of Client's responsibilities as set forth in Paragraph 7 of this Schedule. This paragraph shall survive termination of this Schedule and/or the Agreement.

11. **No Third Party Beneficiaries:** Nothing express or implied in this Schedule A or Schedule B is intended to confer, and nothing herein shall confer, upon any person, including any Plan participant, any rights, remedies, obligation or liabilities whatsoever.

12. **Terms & Conditions:** Worxtime will assign an account manager to assist Client with Data set-up, initial importation of Data, and system training. Worxtime will also make available appropriate technical staff as reasonably required. Certain items are to be delivered in a timely manner by Client during the onboarding process. The initial testing file is due by Client twenty-one (21) days after the initial onboarding call and delivery of the templates. Failure to provide the initial test file within the time frame will result in an additional fee of one thousand, six hundred ninety-five dollars ($1,695). At the completion of each additional twenty-one (21) day period in which the test file has failed to be sent by Client, Client agrees to pay an additional fee in the amount of three hundred dollars ($300) due and payable at the conclusion of each such twenty-one (21) business day period.

Schedule A and Schedule B shall be binding on the parties upon the date last executed below.

Client – **Wadsworth City Schools**	**Worxtime, LLC**
By:	By:
Name: Doug Beeman	Name: Heather McFarland
Title: Treasurer	Title: VP of Operations & Finance
Date:	Date:

SCHEDULE A – ACA REPORTING SERVICE

EXHIBIT 1 - FEES

The ACA Reporting Service

The ACA Reporting Service is being provided on an annual basis, in accordance with the Payment Terms in Schedule A. The annual fees shall be in the amounts set forth below, and the pricing and fees specified herein will increase by 5% on each anniversary of the Schedule's Effective Date.

Optional Services:

Fulfillment - Tax Form 1095-C Print Service: No **Client's Initials required:**

Subsidy Management: No **Client's Initials required:**

Billing Mode	Annually	
Annual Reporting Fee		$3500
Reporting Year	2018	
File Feeds	*First set of file feeds from one source/carrier	$ Included
	Additional File feed uploads: $500 per file	$0
Additional EINs #0	$250 per each additional EIN	$0
**Reformatting Fees	$495	$0
Optional Services		
Fulfillment - Tax Form 1095-C Print Service	$2.50 per printed & mailed 1095C form (includes postage)	No
Subsidy Management	The pricing specified herein will increase by 5% on each anniversary of the contract's Effective Date	No

* Set of files includes employee and coverage file from one source. Additional employee and coverage files from additional sources results in additional file feed costs.

** Reformatting fees are charged to Client when they fail to provide files in the required format.

Client Purchase Orders. If the use of a Purchase Order ("PO") or similar ordering document is required by Client, the following information must be provided as part of this Schedule. Failure to include this information reflects Client's agreement that a PO shall not be required by Client. Client shall provide notice of any PO changes no less than ninety (90) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the parties. If there is a conflict between language in the PO and the Agreement and/or Schedule, the Agreement and/or Schedule shall control.

PO Number:

PO effective dates (does not impact the Effective Date(s) or Term(s) specified in the Agreement or Schedule): from to

Dollar limit, if applicable, of initial PO (does not limit or otherwise impact any minimum ordering obligations or purchase commitments specified in the Agreement):

SCHEDULE B – ACA REPORTING SERVICE

SERVICE DESCRIPTION OVERVIEW

ACA Reporting Service

Service Description of ACA Reporting Service

Consistent with the terms and conditions contained in Schedule A, the Data supplied by Client will be timely submitted to the IRS forms 1095-C and 1094-C per Client's direction and as required by the ACA. Prior to submitting the 1094-C and 1095-C forms, Client will be provided the opportunity to review, make corrections, and approve the 1095-C forms. Once approval is received, a PDF file of the 1095-C forms for distribution to employees will be provided, and the 1094-C will be filed with the IRS.

ACA Reporting Service User Names

Client agrees to be solely responsible for all user names or passwords assigned. Client is responsible for improper use of user names and passwords and releases all liability associated with misuse.

ACA Reporting Service - Implementation and Support

Description

The ACA Service allows employers access to the hosted Worxtime environment. Client Services is available via phone, e-mail and/or online chat during normal business hours (8:00 am to 5:00 pm, Central Time), Monday through Friday of normal business days (non-holidays).

Client agrees and understands the accuracy of setup is the responsibility of Client and agrees to perform or provide certain assigned implementation tasks. Client will be assigned an account manager to assist Client with basic ACA setup, file(s) format and structure, initial importation of Data, and system training. Client is required to upload their Data directly into the system. Should Client have Data that is not acceptable for direct upload and would require SFTP transfer of the Data, then Client will be subject to additional Data fees listed in the fee schedule.

Client agrees to make a staff member available as a 'Point of Contact' for ACA reporting, accountability for Data, initial setup, assist in the resolution of any issues, and completion of wizard for approving 1094/5-C forms.

Optional- ACA Tax Form 1095-C Print Service

Description

The ACA Tax Form 1095-C Print Service is designed to print and mail U.S. Tax Form 1095-C for Clients' required individuals, based on Data provided by Client.

Service Delivery Tasks

Clients must approve 1095-C forms by established deadlines, for on-time delivery of forms to employee's mailing address. Forms will be mailed to the address provided as part of the Data importation.

Optional - ACA Subsidy Management Service

Description

The ACA Subsidy Management Service is an optional service that is designed to assist Client with the communication and management of subsidy notices from state and federal health insurance exchanges.

Modification to the Service Description Overview

Worxtime reserves the right to modify the Services from time to time, provided that any such modification applies in a similar manner to all other clients receiving such Services, and the changes made will only enhance and not reduce the quality of the Services. If the modification shall be a substantial change from this Service Description Overview, Worxtime shall provide notice of the change to Client. A substantial change shall be a change which is inconsistent with this Service Description Overview. A change that does not alter functionality of the Services, such as a change for upgraded security of

SCHEDULE B – ACA REPORTING SERVICE

SERVICE DESCRIPTION OVERVIEW

Data, is not a substantial change. Client may terminate this Schedule A and B by notice given to Worxtime within thirty (30) days after notice of an amendment to the Service Description Overview, and termination shall be effective ninety (90) days after notice is provided unless the parties agree otherwise in writing. Absence of such termination shall constitute Client's agreement to the modified Service Description Overview.

Notice to Furnishers of Information:

Notice to Furnishers
of Information - 02-28

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:

   Jason Knapp, Eric Heffinger

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 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: _____

Date: _____

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.

Gmail by Google

Hill (Superintendent), Andrew <ahill@wadsworthschools.org>

RE: Wadsworth City School District

1 message

Jean Lavoie <jlavoie@explorica.com> Tue, Oct 16, 2018 at 10:11 AM
To: "Hill (Superintendent), Andrew" <ahill@wadsworthschools.org>, "Heffinger, Eric" <eheffinger@wadsworthschools.org>, Steve Moore <smoore@wadsworthschools.org>

Hello,

My apologies for the delay in response. I was out of the office on Friday and I'm getting caught up on emails.

As in the past, the changes to the terms will be communicated to the travelers through a note visible on the website/Tour Center. I will have this text added to your Tour Center for your 2020 tour.

We also wanted to make sure you were aware of some edits for our trip in regard to the Participant Terms and Conditions you agreed too when enrolling.

- *We do not have any 'optional extras' on our trip. Further, all participants must fly to and from Europe with the group and visits to friends and family overseas are not permitted. Participants must stay with the group at all times.*
- *Wadsworth City School District Code of Conduct must be followed.*
- *No student will be permitted to be excused without a chaperone present with him/her during the duration of his/her excusal. Consumption of alcohol will not be permitted.*

I have made the small edit to the contract that was requested for the 2019 tour and have attached the word document contract for the 2020 tour. The school will need to add the he chaperone names for the 2020 tour (listed in point #2). Once the chaperone names are added, I can have contract signed.

Please let me know if you require anything else, or if any questions.

Best,

Jean Lavoie
Senior Client Experience Manager

p: 888 310 7120 ext 197

From: Hill (Superintendent), Andrew <ahill@wadsworthschools.org>
Sent: Friday, October 12, 2018 4:07 AM
To: Jean Lavoie <jlavoie@explorica.com>; Heffinger, Eric <eheffinger@wadsworthschools.org>; Steve Moore <smoore@wadsworthschools.org>
Subject: Re: Wadsworth City School District

Ms. Lavoie,

I have reviewed the documents you sent for the proposed trip to Prague, Vienna & Venice in April of 2020 and your email to Eric Heffinger detailing the changes you will make to the documents. Do you plan to make these changes the same way you have done in years past (see below)? Thanks.

Andy Hill

Andrew J. Hill, Ed.D.

Superintendent

Wadsworth City School District

330-335-1301 (phone)

524 Broad St.
Wadsworth, OH 44281

On Fri, Mar 9, 2018 at 5:28 PM Jean Lavoie <jlavoie@explorica.com> wrote:

> Hello,
>
> I have heard back from the legal team with the following information.
>
> **Regarding the Agreement** – Please have the edit referenced on the attached made.
>
> **Regarding the Participant Release & Binding Arbitration Agreement**
>
> 3 – Fine to delete/cross out and initial the language as requested
>
> 7 – We can add that the district code of conduct must be followed if necessary, but we cannot use the language suggested that states that the code of conduct will prevail over the local law.
>
> 11 – We cannot remove this verbiage.
>
> 12 – This is addressed in the Agreement provided by the district so no need to change
>
> **Regarding the Code of Conduct** – Ok to make the requested edits

Regarding the T&Cs

- Okay to remove the Optional Extras
- Okay to remove the section related to optional extras

I think that touches all, but please let me know if I missed anything.

As in the past, it was agreed that the changes to the terms below would be communicated to the travelers through a note visible on the website about these changes to what they have agreed upon. I will have this text added to your Tour Center for your 2018 tour.

We also wanted to make sure you were aware of some edits for our trip in regard to the Participant Terms and Conditions you agreed too when enrolling.

- We do not have any 'optional extras' on our trip. Further, all participants must fly to and from Europe with the group and visits to friends and family overseas are not permitted. Participants must stay with the group at all times.
- Wadsworth City School District Code of Conduct must be followed.
- No student will be permitted to be excused without a chaperone present with him/her during the duration of his/her excusal. Consumption of alcohol will not be permitted.

Once the edit is made to the contact as referenced, I will have the contact signed.

Thanks so much.



Prague, Vienna & Venice

explorica.com/Heffinger-7420
April 04 - April 12, 2020

Day 1 Start tour

Day 2 Ahoj Prague
Meet your tour director and check into hotel
Prague city walk: Charles Bridge, Mala Strana, Old Town Square, Jewish Quarter

Day 3 Prague landmarks
Prague guided sightseeing tour: Hradcany (Prague Castle), St. Vitus Cathedral visit

Day 4 Prague--Vienna
Travel to Vienna
Vienna guided sightseeing tour: Schönbrunn Palace visit, Parliament, Ringstraße, Hofburg, Opera House, St. Stephen's Cathedral visit

Day 5 Vienna--Ljubljana
Travel to Ljubljana

Day 6 Ljubljana landmarks
Ljubljana guided sightseeing tour: Old town, Triple Bridge, Dragon Bridge, Ljubljana Castle visit, Republic Square

Day 7 Ljubljana--Venice
Travel to Venice via Trieste

Day 8 Venice landmarks
Venice guided walking sightseeing tour with Whisper headsets: St. Mark's Square, St. Mark's Basilica, Doge's Palace visit, Glass-blowing demonstration

Day 9 End tour





Reserve your Spot!

SIGN UP FOR JUST $50

Tour Center ID: Heffinger-7420
Registration deadline: October 02, 2018

What's included

We provide everything you need for a remarkable trip:

- Round-trip airfare
- 7 overnight stays (9 with extension) in hotels with private bathrooms
- Full European breakfast daily
- Dinner daily
- Full-time services of a professional Tour Director
- Guided sightseeing tours and city walks as per itinerary
- Visits to select attractions as per itinerary
- Guided sightseeing tours with high-tech headset as per itinerary
- Tour Diary™
- Note: On arrival day only dinner is provided; on departure day, only breakfast is provided
- Note: Tour cost does not include airline-imposed baggage fees, or fees for any required passport or visa. Please visit our Fees FAQ page for a full list of items that may not be included in the cost of your tour.

Tour investment

Students (travelers under the age of 23): $3,284
Adults (age 23 and over): $3,724

Price reflects savings of $200 scholarship. Sign up by 10/2/2018 and enter code 2020earlybird in order to take advantage of this limited-time offer!

Automatic monthly payment plan

Pay just $50 upon enrollment and the balance will be divided into equal monthly payments, charged automatically to your credit card or checking account. As of September 06, 2018, your monthly payment would be just $190.24.

Manual plan also available; learn more on explorica.com/paymentplans.

Travel protection

Most Explorica travelers protect their investment with one of our trusted plans, starting from just $12 per day. To learn more, visit explorica.com/cfar.

Enroll online,
by phone, or by mail

explorica.com/Heffinger-7420

1.888.310.7121

Download and complete
a paper application on
explorica.com/resources

explorica®
travel. learn.

145 Tremont Street
Boston, MA 02111



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travel. learn.

School Board Packet

Prague, Vienna & Venice

April 4, 2020 - April 12, 2020

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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 $85/night.

HOTEL SAMPLE SPECIFIC TO PRAGUE

Ibis Praha Mala Strana

Standard Hotel

Hotel Description

"Hotel Ibis Praha Mala Strana is centrally located, close to the historic district of Mala Strana. The 3-star property offers 225 newly renovated, airconditioned rooms with television, radio, soundproof windows and WIFI is available.Most tourist attractions are within walking distance from the hotel, e.g. Charles Bridge (20 min. away), Prague Castle and Old Town Square, and public transport is 150 meters away."

Group Leader Evaluations

"Absolutely amazing! Great location, fantastic beds, very quiet!"

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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

Day 1 Start tour

Day 2 Ahoj Prague
› Meet your tour director and check into hotel
› Prague city walk: Charles Bridge, Mala Strana, Old Town Square, Jewish Quarter

Day 3 Prague landmarks
› Prague guided sightseeing tour *Hradcany (Prague Castle), St. Vitus Cathedral visit*

Day 4 Prague—Vienna
› Travel to Vienna
› Vienna guided sightseeing tour *Schönbrunn Palace visit, Parliament, Ringstraße, Hofburg, Opera House, St. Stephen's Cathedral visit*

Day 5 Vienna—Ljubljana
› Travel to Ljubljana

Day 6 Ljubljana landmarks
› Ljubljana guided sightseeing tour: *Old town, Triple Bridge, Dragon Bridge, Ljubljana Castle visit, Republic Square*

Day 7 Ljubljana—Venice
› Travel to Venice via Trieste

Day 8 Venice landmarks
› Venice guided walking sightseeing tour with Whisper headsets: *St. Mark's Square, St. Mark's Basilica, Doge's Palace visit, Glass-blowing demonstration*

Day 9 End Tour

TOUR INVESTMENT:
Travelers under 23 years $3,284.00*
Travelers 23 and above $3,724.00*
Sign up by 10/2/18 and use voucher code **2020earlybird to receive this discounted price!*

INCLUDED:
Round-trip airfare, all transportation, sightseeing tours and site visits, all hotels with private bathroom, breakfast and dinner daily, full-time multi-lingual tour director.



explorica®
travel. learn.

Supporting Documents

This School Board Packet should be submitted with the following supporting documents:

›Official Price Quote
›Student Application
›Student/Parent Agreement & Release Form
›Explorica's Terms & Conditions

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DocuSign Envelope ID: FA9A1B7B-CCAE-409D-BF81-5FD9E8104DCF

Participation Agreement

For use of WorkKeys (online and paper) related products and services.

Introduction:

As part of a statewide program described (the "ODE Statewide Program") in that certain agreement (as amended from time to time, the "ODE Statewide Program Agreement") between **ACT, Inc.** and **the Ohio Department of Administrative Services** for and on behalf of **the Ohio Department of Education** ("ODE"), locations in the State of Ohio may participate in the ODE Statewide Program to administer the ACT WorkKeys assessment. The undersigned Ohio school (or district) (the "Participating School") is executing this Participation Agreement in order for it and any schools affiliated with and under the jurisdiction of the Participating School (or district) that complete ACT's test center confirmation process (the "Affiliated Schools"), to administer the assessments under the ODE Statewide Program. The Participating School will be referred to herein as the "Participating School" or "Customer," and for purposes of this Agreement means, collectively, the Participating School (or district) together with any of its Affiliated Schools).

SECTION A: Participating School details:

Participating School/Customer Name (exact legal name)	WADSWORTH HIGH SCHOOL		
Address	625 BROAD ST, WADSWORTH 44281-2319		
Person to Contact	Steven Moore	Title	Principal
Direct Telephone	(330) 335-1400	Fax	(330) 335-1376
E-Mail	wadc_smoore@wadsworthschools.org		

SECTION B: Products and Services: Customer is requesting access to all available assessments on ACT's WorkKeys® Online Assessment System (the "Products and Services"). Additional fees may apply – see Pricing Exhibit for more information.

Assessment Language		
☐ English	☐ Spanish (where available)	☒ Both

Online Assessments will be available until February 1, 2018 in legacy "WorkKeys 1.0" and WorkKeys 2.0 versions. From and after February 1, 2018, only WorkKeys 2.0 will be available. Paper Assessments (for accommodations purposes only) and accommodated materials are available only in the "WorkKeys 2.0" versions.

ACT® WorkKeys® National Career Readiness Certificates – Eligible Examinees will have access to ACT WorkKeys National Career Readiness Certificates they earn.

SECTION C: Term: The term of this Agreement shall become effective on the date of the last signature of the Agreement and shall remain in effect until the expiration or termination of the ODE Statewide Program Agreement, subject to earlier termination allowed by this Agreement.

SECTION D: Complete Agreement: The complete agreement between ACT and the Participating School consists of the following which are all hereby incorporated by reference: (1) this Participation Agreement, (2) the attached General Terms and Conditions, (3) the Pricing Addendum, and (4) Trademark Guidelines.

SECTION E: Signatures: By signing below, the parties' authorized representatives hereby indicate their agreement to the terms and conditions of this Agreement.

ACT, Inc.

By: Charlie Astorino

Name: Charlie Astorino

Title: Vice President

Date 1/9/2018

WADSWORTH HIGH SCHOOL

Signature:

Printed Name: Steven Moore

Title:

Date:

GENERAL TERMS AND CONDITIONS

ACT and the Participating School agree as follows:

Definitions. As used in this Agreement, the following terms shall mean:

(i) "ACT" means ACT, Inc.

(ii) "ACT Materials" means the Products and Services, including all component parts, modifications, updates, testing materials, manuals, documentation, related materials, written or electronic, and all intellectual property rights therein.

(iii) "Agreement" means the complete agreement as described in Section D of the Participation Agreement cover sheet to which these General Terms and Conditions are attached.

(iv) "Authorized Examinees" means individuals who are students of the Participating School or Affiliated School(s).

(v) "Products" or "Products and Services" means the products and services identified in Section B of the Participation Agreement.

Term. The term of this Agreement ("Term") shall be as set forth in Section C of the Participation Agreement to which these General Terms and Conditions are attached, subject to earlier termination as set forth in this Agreement.

Products and Services. ACT agrees to provide, subject to the terms and conditions in this Agreement, the Products and Services indicated on the Participation Agreement. ACT reserves the right to add, delete, and modify Products and Services, including reports from time to time in its sole and absolute discretion.

Grant and Scope of License. Subject to the terms and conditions of this Agreement, ACT hereby grants to the Participating School and its Affiliated Schools a non-exclusive and non-transferable license during the Term of this Agreement to (a) access the Products and Services for the purpose of assessing the Authorized Examinees at the Affiliated Schools, (b) administer the Products to the Authorized Examinees at Affiliated Schools, and (c) use the ACT Materials in connection with the authorized administration of the Products. Customer may administer the Products at sites that provide for a proper assessment environment (as set forth in ACT manuals), provided that the System Materials are stored and secured at Participating Schools or Affiliated Schools when they are not being administered, and provided that the Customer abides by the terms and conditions set forth in this Agreement.

Restrictions. Except as expressly permitted herein, Participating Schools and Affiliated Schools may not (a) use the ACT Materials for any other purpose, (b) assign, license, sell, loan, lease, or otherwise transfer the Products or ACT Materials in whole or in part, (c) authorize or allow a third party to use the Products or ACT Materials, (d) copy, or allow anyone else to copy, in whole or in part, the ACT Materials, (e) modify, reverse engineer, decompile, or disassemble Products or ACT Materials, or (f) store excess paper test booklets.

Payment Terms. Each Participating School will be invoiced directly and agrees to pay ACT for charges incurred by the Participating School and its Affiliated Schools. The Participating School shall make all payments within thirty (30) days of the date of an invoice from ACT. ODE and the Participating School and/or Affiliated School shall resolve any fee disputes between each other regarding whether testing realms were properly used by the Affiliated School or the Affiliated School properly tracked any paper based assessments. ACT shall have no obligation to reissue invoices, provide credits, issue refunds, or take any other action as a result of a selection decision for a realm or paper based assessment..

Ownership of Materials. ACT owns the ACT Materials and the trademarks "ACT," "ACT WorkKeys Curriculum," and "WorkKeys." Except as specifically granted in this Agreement, the Participating School and Affiliated Schools do not acquire any right, title, or interest in or to the ACT Materials or ACT owned trademarks. The Participating School and Affiliated Schools shall not copy, modify, enhance, reverse engineer, or make any addition to the ACT Materials. The ACT Materials are licensed, not sold. The Participating School and Affiliated Schools may not sell or otherwise transfer the ACT Materials to any other person, provided however that they may provide the Products and Services to Authorized Examinees and to its or their personnel solely for testing and interpretation purposes. Use of ACT trademarks is governed by the Use of ACT's Trademarks paragraph of these terms.

Confidentiality. During the Term of this Agreement, ACT may disclose certain Confidential Information of a special and unique nature to the Customer. As used in this Agreement, "Confidential Information" means ACT Materials, and any information (whether in written, verbal, or other format) marked or identified as being confidential or which a reasonable person would understand to be confidential from the nature of the information or the circumstances of the disclosure. Customer agrees that neither it nor its employees shall at any time during or following the Term, without the express written permission of ACT, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any Confidential Information, or use the Confidential Information except as strictly necessary for its intended and authorized purpose under this Agreement. Customer shall protect the Confidential Information using a standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care. All Confidential Information shall be and remain the property of ACT notwithstanding the subsequent termination of this Agreement. Customer shall, within ten (10) days of ACT's written request, return the Confidential Information to ACT (including any copies thereof), or if ACT so permits, certify in writing that all Confidential Information (including any copies thereof) has been destroyed using a method designed to ensure confidentiality and permanently deleted from any computer hardware or other equipment. Customer shall immediately notify ACT in writing in the event of any unauthorized use or disclosure of the Confidential Information and assist in remedying such unauthorized use or disclosure, as requested by ACT (which shall not limit other remedies of ACT as provided herein or by applicable law). In the event of a breach or threatened breach of this Section, ACT, in addition to and not in limitation of any of the rights, remedies or damages available to it at law or in equity, shall be entitled to a temporary or permanent injunction to prevent or restrain any such breach by the Customer.

Use of ACT's Trademarks.

a. Subject to the restrictions set forth in this Agreement, and only during the term of this Agreement, ACT grants to the Customer a non-exclusive, non-transferable, non-sublicensable and non-assignable right to use the following ACT trademarks: WorkKeys®, NCRC®, and National Career Readiness Certificate®.

b. Restrictions.

(i) All of the Participating School's and Affiliated Schools' uses of ACT's trademarks must be preapproved by ACT; provided that, Participating School and Affiliated Schools are authorized to refer to and use ACT trademarks as and to the extent set forth in the Trademark Guidelines, solely in correspondence between the Affiliated Schools, Participating School and ODE; in references in ODE reports or publications, or for inclusion on state or federally mandated district and school report cards; further provided that, while hereby preapproved, such uses must be accomplished in accordance with the Trademark Guidelines and the Affiliated Schools and Participating School will provide samples of such materials at ACT's written request. For all other uses, the Affiliated Schools and Participating School must contact ACT by email at workkeys@act.org to initiate the review process for any proposed trademark uses and shall not begin use of the trademarks until the Participating School and Affiliated Schools have received affirmative written approval from ACT to do so.

(ii) The Customer shall not use any of ACT's trademarks in such a way so as to give the impression that they are the property of anyone other than ACT.

(iii) The Customer shall comply with the Trademark Guidelines, and any other reasonable requirements established by ACT concerning the style, design, display, and use of its trademarks. ACT may revise such guidelines and requirements in its sole discretion at any time and from time to time. The Customer agrees that it will not change the names of the ACT Products and Services in its administration, offering, marketing or other use of the Products and Services, and that the individual components shall always be known and referred to by their ACT dictated names unless renamed by ACT.

c. Trademark Ownership. Except to the extent expressly granted in this Agreement, no rights to ACT's trademarks are granted by ACT under this Agreement. The Customer agrees that ownership of the Marks, as defined in the Trademark Guidelines, licensed to the Customer and the goodwill relating thereto shall remain vested in ACT both during the period of this Agreement and thereafter, and the Customer further agree never to challenge, contest or question the validity of ACT's ownership of the Marks or any registrations thereof by ACT. The Customer shall not file or prosecute a trademark or service mark application or applications to register the Marks (or any mark containing or similar to the Marks) in connection with any goods or services in any jurisdiction. This clause (c) shall survive the termination of this Agreement, whether by expiration, termination or for any other reason.

d. Term. The trademark license herein shall terminate immediately upon termination of this Agreement, and the Customer shall immediately delete or destroy all materials containing the Marks upon termination of this Agreement. ACT also reserves the right to immediately terminate the licenses set forth in this Agreement at will if the Customer's use of ACT's trademarks does not, in the judgment and sole discretion of ACT, comply with the requirements set forth in this Agreement.

Testing Procedures. Participating School and Affiliated Schools shall fully cooperate, and shall cause those individuals involved in the administration of or preparation for the Products ("Administration Staff"), to fully cooperate with ACT in the event of a test security incident. Each of the Participating School and Affiliated School(s) acknowledge that its failure to maintain the confidentiality of the ACT Materials will result in damages to ACT and may require ACT to develop a replacement form. ACT may, in its sole and absolute discretion, cancel scores in cases of testing irregularities, which may include without limitation, use of a compromised test form, falsification by an examinee of his/her identity, impersonation of another examinee (surrogate testing), unusual similarities in the answers of examinees at the same test center, or other indicators that the test scores may not accurately reflect the examinee's level of educational development. The Participating School will be ultimately responsible for actions of Administration Staff.

Data. With respect to the reports and information provided to ODE, Participating Schools, and Affiliated Schools under this Agreement, each is free to use such reports, data and information as it sees fit, subject to the requirements of this Agreement and applicable law. Subject to any limitations set forth in this Agreement and applicable law, ODE, Participating School, and Affiliated Schools have the right to post such information on their website and publish the information provided to ODE, Participating School, and Affiliated Schools in their official reports and publications, including but not limited to the state and/or federal required school and district report cards. The parties acknowledge and agree that ACT may use and disclose the data collected from the administration of the Products, as set forth in ACT's privacy policy, as amended from time to time.

LIMITATION ON DAMAGES. ACT'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT CUSTOMER HAS PAID ACT DURING THE THEN CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL EITHER ACT OR CUSTOMER BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

WARRANTY AND LIMITATIONS. EXCEPT FOR WARRANTIES EXPRESSLY SET FORTH HEREIN, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. CUSTOMER SHALL HAVE THE SOLE RESPONSIBILITY FOR ASSURING THAT ITS USE OF THE PRODUCTS OR SERVICES COMPLIES WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AND ALL LABOR, EMPLOYEE, OR OTHER CONTRACTS OR PRACTICES TO WHICH IT IS A PARTY.

ACT DISCLAIMS AND SHALL HAVE NO RESPONSIBILITY FOR (1) THE OPERATION OF OTHER PRODUCTS THAT MAY INTERFERE WITH THE PRODUCTS AND SERVICES, (2) TECHNICAL DIFFICULTIES THAT MAY ARISE DUE TO SIMULTANEOUS OPERATION OF OTHER PRODUCTS AND SERVICES IN THE DESIGNATED COMPUTER(S), (3) ANY LOSS OF DATA THAT MAY OCCUR DURING CUSTOMER'S USE OF THE PRODUCTS AND SERVICES, (4) ANY USE OF THE PRODUCTS AND SERVICES ON EQUIPMENT THAT DOES NOT COMPLY WITH ACT'S COMPUTER CONFIGURATION REQUIREMENTS SET FORTH HEREIN AND (5) DELAYS OR OTHER EVENTS BEYOND ACT'S REASONABLE CONTROL.

FURTHER, ACT DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES ARE COMPATIBLE WITH EVERY INTERNET BROWSER OR WITH EVERY WORKSTATION. ACT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY COMPLICATION, SUITABILITY OR NON-COMPATIBILITY OF THE TECHNOLOGY, SOFTWARE OR HARDWARE USED BY CUSTOMER TO ACCESS AND USE THE PRODUCTS AND SERVICES.

Termination. Either party may terminate this Agreement upon written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Within thirty (30) days after termination for any reason, Customer shall pay ACT for all Products delivered and Services performed through the date of termination. All covenants and agreements to be performed and/or observed by either party under this Agreement after the termination of the Agreement or which by their nature survive such termination including, without limitation, those obligations and agreements set forth in the Grant and Scope of License, Restrictions, Ownership of Materials, Confidentiality, Data, Limitation on Damages, Entire Agreement and General paragraphs of these General Terms and Conditions, shall survive termination of this Agreement.

Use After Termination. Upon termination of this Agreement for any reason, Participating School and Affiliated Schools shall immediately discontinue use of the ACT Materials and shall immediately destroy, or if requested by ACT, return, all copies of the ACT Materials in its possession, except that they may retain ACT Materials identified by ACT as "non-secure," as contemplated herein for purposes of satisfying the State of Ohio's record retention requirements. Any non-secure ACT Materials required to be kept pursuant to said record retention requirements and that constitute Confidential Information, as defined in the Agreement, will remain Confidential Information hereunder, if applicable, and must be maintained as confidential in compliance with the terms of this Agreement. Customer shall certify in writing its compliance with these requirements.

Maintenance. ACT has established recurring maintenance windows during which ACT may take down servers and conduct routine maintenance checks. ACT publishes the times of the maintenance windows periodically. ACT also reserves the right to provide unscheduled maintenance periodically. ACT shall not be responsible for any damages or costs incurred by Customer, if any, for such down time.

Updates and Modifications. The Products and Services may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modification and updates available to Participating School and Affiliated Schools as they are developed; provided however, that ACT reserves the right to charge a fee for the new functionalities available through the Products and Services; and (2) to the extent that such modifications or updates require revised computer configuration, Participating School and Affiliated Schools shall provide such hardware or software that meets the revised computer configuration requirements for the updated Products within the time frame set forth in a written (or electronic) notice from ACT detailing the time frame of such modification or update and the revised computer configuration requirements. To ensure valid test results, Customer must not use outdated versions of Products and Services.

U.S. Government Licensees. The online components of the Products and Services are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Products and Services with only those rights set forth herein.

Computer Requirements. Participating School and Affiliated Schools acknowledge and agree that the computer configuration requirements located at http://www.act.org/content/act/en/products-and-services/workkeys-for-educators/assessments/administration/technical.html are required to properly access some components of the Products and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion.

Use of Third Parties. In the event that a third party is listed among the Affiliated School(s) ("Third Party") and is testing Authorized Examinees, the Participating School enters into this Agreement on its own behalf and on behalf of the Third Party. The Participating School agrees that it shall be jointly and severally liable for all obligations of the Third Party.

Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party.

Force Majeure. Except for defaults of subcontractors at any tier (but, provided that ACT may extend the following force majeure exceptions to cover any subcontractor default), ACT shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of ACT. Examples of such causes include acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of ACT.

Assignment; Subcontracts. This Agreement may not be assigned by the Participating School without the express prior written consent of ACT. No permitted assignment shall relieve the Participating School hereto of its obligations prior to the assignment. Any assignment in violation of this Section shall be void. This Agreement shall be binding upon the Participating School's permitted successors and assigns. ACT may subcontract all or part of its obligations under this Agreement provided that ACT shall remain responsible for any such subcontractor's performance.

Entire Agreement. This Agreement (including all attachments incorporated herein) constitutes the entire agreement between the parties with respect to the ODE Statewide Program and supersedes all other prior agreements, course of dealing, and understandings, both written and oral, with respect to the ODE Statewide Program. The terms and conditions contained in this Agreement are the only conditions applying to the delivery of the Products and Services under the ODE Statewide Program. ACT expressly objects to and rejects any different or additional terms included in the Participating School's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

Notices. Except as set forth in the Trademark Guidelines, notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to ACT at the following address: ACT, Inc. 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: Contract Services minizip 55. All notices shall be sent to Customer at the address set forth in Section A of the Participation Agreement Form.

Authorization. Each party represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of such party is(are) authorized to do so.

General. Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect. Headings used in the Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

Additional Terms and Conditions for WorkKeys Online. Participating School and Affiliated Schools will maintain any previously established WorkKeys testing realms which will be used for WorkKeys assessments outside of the scope of the ODE Statewide Program. A separate WorkKeys testing realm will be established ("ODE[Name of Realm]") for the assessments in the ODE Statewide Program. ACT is unable to move testing data if the incorrect testing realm is chosen. For WorkKeys administration purposes, the Participating School will have access to the testing realms of its Affiliated Schools. ODE may also be given access to all testing realms.

General Responsibilities.

a. ACT's Responsibilities. ACT will (a) permit the Participating School and Affiliated Schools access to or deliver the Products during the Term of this Agreement, (b) set up the District Test Coordinator upon receipt of the signed Agreement, (c) score the assessments and provide score reports, and (d) make available the results data associated with the Participating School's and Affiliated School's account during the terms of the Agreement for access by Participating School and/or Affiliated Schools, if applicable, and (e) make available the results data associated with the Participating School's and Affiliated School's account during the terms of the Agreement for access by ODE, Participating School and any applicable Affiliated School, subject to ACT's archival schedule, as it may be published from time to time, (f) provide reasonable training if requested upon commencement of this Agreement in the form of a self-paced online training session, and (g) provide the Participating School and Affiliated Schools reasonable technical support for the Products via telephone and electronic mail.

b. Participating School and Affiliated School Responsibilities. Each Participating School shall appoint an administrator who shall have the sole authority to distribute passwords, and to set up additional administrators, and proctors. Participating School and each of its Affiliated Schools (if any) shall (a)

adhere to ACT's administration manual and other similar manuals as published and updated from time to time, including administering the Products in a proctored environment, (b) restrict access to the ACT Materials to those employees or individuals who have a "need to know," (c) assure that only Authorized Examinees are provided passwords, if applicable, and tested, (d) assure proper machine configuration, a compatible Internet browser, and Internet access where applicable (e) comply with all other terms and conditions of this Agreement, (f) assume full responsibility for the selection of the Products, and (g) select the correct WorkKeys testing realm and use paper based assessments to participate in the ODE Program, (h) order Materials only for scheduled event testing and (i) return excess WorkKeys paper test booklets to ACT.

Additional Terms and Conditions for ACT WorkKeys National Career Readiness Certificates.

a. Further Definitions.
   (i) "Eligible Examinees" are Authorized Examinees who have received qualifying scores on the Qualifying Assessments.
   (ii) "Qualifying Assessments" means the ACT WorkKeys® assessments in Applied Math, Graphic Literacy, and Workplace Documents (provided that, the ACT WorkKeys assessments in Applied Mathematics, Locating Information, and Reading for Information will be Qualifying Assessments for the assessments available until February 1, 2018 in legacy "WorkKeys 1.0"; provided that, assessment results cannot be combined between WorkKeys 1.0 and WorkKeys 2.0 assessments for purposes of becoming Eligible Examinees).

b. Privacy. The Customer may have access to the assessment and certificate information related to the assessments administered to Authorized Examinees at Affiliated Schools, and Affiliated Schools may have access to assessment and certificate information related to the assessments delivered at their sites, however, ACT reserves the right to withhold personally identifiable information and institutionally identifiable information in accordance with ACT's privacy policy as it may be amended from time to time, and other legal and contractual requirements. ACT's current privacy policy permits the sharing of personally identifiable information of a participant of ACT's assessments, programs or services to (1) the individual that is the subject of such information, (2) others that pay for such individual to take the assessment or receive a certificate, and (3) others who provide services to ACT or as necessary to deliver ACT's assessments, programs and services to such individual. If the Participating School (or any of its Affiliated Schools) is not among the persons permitted to receive personally or institutionally identifiable information under ACT's privacy policy or other legal or contractual requirements, said party(ies) may not be able to view personally or institutionally identifiable information.

c. Dissemination of User Name and Passwords. Each Eligible Examinee who has provided ACT a valid email address in accordance with ACT's instructions will receive an email from ACT providing them with their individual user name and password.

d. Certificate Details. Standard Certificates (English or Spanish). The ACT WorkKeys National Career Readiness Certificate shall appear identical to the sample provided at http://www.act.org/certificate/guidelines.html. ACT reserves the sole right to change the ACT WorkKeys National Career Readiness Certificate requirements, content, data elements, and/or the "look and feel" of the certificate in its sole discretion, at any time.

e. Assessment Environment. Certificates will only be issued if the Qualifying Assessments used by an individual to achieve a credential level were administered to that individual under a proctored, secure environment.

f. Certificate Contents. The credential level (Platinum, Gold, Silver, or Bronze) will be displayed on any applicable certificate. The certificate will contain the ACT WorkKeys National Career Readiness Certificate registration number and issue date on the face of the certificate.

Representations. Customer will not represent any alternate test score as a substitute for a WorkKeys test score. Customer will not represent to its constituents that use of the Products and Services or any other ACT products or services will ensure compliance with any federal, state and local laws and regulations applicable to its customer or any labor, employee, or other contracts or practices to which its customer is a party. Customer represents and warrants that the statements made or affirmed by Customer on any enrollment application or otherwise made to ACT in connection to this Agreement, are true and continue to be true as of the date of signing this Agreement.

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STANDARD PRICING EXHIBIT

ACT will invoice the Customer for the following fees as they are incurred.

Description	Item	Fee

ACT WorkKeys Products and Services

ACT WorkKeys NCRC Assessment Delivery		
	Fee for Each Online Assessment Launched or Each Paper Assessment Scored (Applied Math, Graphic Literacy, Workplace Documents)	$8.33
	Fee for Each Online Assessment Launched or Each Paper Assessment Scored (Applied Mathematics, Locating Information, Reading for Information)	$8.33

DocuSign Envelope ID: FA9A1B7B-CCAE-409D-BF81-5FD9E8104DCF

ACT, INC. TRADEMARK GUIDELINES

The following guidelines describe the proper use of ACT's trademarks. ACT, Inc. reserves the right to change these guidelines at any time.

These guidelines do not entitle you to use any of ACT's trademarks except as specifically set forth in your Agreement with ACT. You may not use any other of ACT's trademarks or service marks unless otherwise expressly agreed to in advance in writing by ACT.

1. Display of Trademarks. Do not display any of ACT's trademarks in larger or more prominent typeface than your own name and trademarks without the prior written consent of ACT. Do not display any of ACT's trademarks in any way that would dilute, diminish, cause harm to, or misrepresent such trademarks, the product or service itself, or ACT.

2. Attribution. You must state, either in a footnote or in a parenthetical, that the trademark you are using is a trademark of ACT, and if the trademark is federally-registered, you must so indicate, e.g., "ACT is a federally registered trademark of ACT, Inc." All ACT attribution statements must be placed on a separate line from other attribution statements. If you use one or more of ACT's trademarks on a website, you must include an attribution on each page of the website in which the mark appears. For all other materials, include an attribution the first time you use the trademark in your materials or with your other attributions of a similar type, whichever is practical under the circumstances.

3. Registration Notices. For all ACT's federally registered trademarks, including "ACT," you must place the ® symbol immediately following the mark every time it is used. For all ACT trademarks that are not federally registered, Customer must place the ™ symbol immediately following the mark at least the first time you use it in a print or electronic document (e.g. on the cover, in the first inside header). In addition, if the document is long or multipart, use the ™ symbol with the trademark each time it appears in a major section, part, or element.

4. No Confusing Use. Even if you have received ACT's written authorization to use one or more of ACT's trademarks, you may not use any of them in a manner that is likely to cause confusion as to your affiliation, connection, or association with ACT, or as to the origin, sponsorship, or approval of your products by ACT.

5. Endorsement. You must indicate in all materials in which you use any ACT mark that your company is not affiliated with ACT, and your product is not approved or endorsed by ACT.

6. Use Trademarks as Adjectives. Use ACT's trademarks as proper adjectives only. A trademark is an adjective and should not be used as a verb or as a noun. The use of a noun in close proximity after a mark distinguishes the designation as a trademark, and the noun should always be used in conjunction with the mark whenever possible. The preferred noun to accompany the mark "ACT" is test. Do not capitalize the word "the" when you are referring to the ACT test in other locations in the document and when you are not using a noun to follow the mark "ACT", as follows:

- Correct: February 1, 2005, was a national test date for the ACT® test.
- Incorrect: February 1, 2005, was a national test date for The ACT.

7. No Plurals/Possessives. Do not use ACT's trademarks in the possessive or plural form.
- Incorrect: If you are going to take your ACTs on Saturday, you should use our test preparation materials.

8. Distinguish Trademarks. Set ACT's trademarks, including the mark ACT, apart from other nouns and words they modify. The mark should be displayed in all capital letters and should not have periods between the letters. In addition, you should use the ® symbol, as discussed above, and the corresponding noun in accordance with these guidelines.

9. No Hyphens. Do not hyphenate ACT's trademarks, even at the end of a line.

10. No Abbreviations or Acronyms. Do not shorten, abbreviate or create acronyms from ACT's trademarks.

11. Do Not Combine Trademarks. Do not combine any of ACT's trademarks with your trademarks.

12. Descriptions of ACT's Products. Any statements describing any of ACT's products that did not originate from ACT that you include on any web site or marketing materials must be submitted for advance review and approval to ACT's legal department. Do not make any claims, representations, warranties, guarantees, or similar statements in any of your materials regarding ACT's products or services unless expressly authorized in writing by ACT.

13. ACT's Reservation of Rights. ACT reserves all rights, including the right to request samples of your materials using ACT's trademarks. These guidelines do not constitute a grant or waiver of any rights with respect to any intellectual property owned by ACT. ACT reserves the right to challenge at any time any use that it deems an abuse or violation of its intellectual property rights, whether or not such use complies with these guidelines.

WADSWORTH CITY SCHOOLS 2018-2019 CALENDAR

BoE approved 11/19/2018

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 *No School (*11th & 12th Gr. only) WMS Delayed Start

19 No School (Good Friday)

23 & 25 WHS 2-hr. Delayed Start (Alg. I/Geometry students report at regular time)

*9th Gr. report 10:30 a.m.-2:30 p.m. and 10th Gr. report 7:35-11 a.m.

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	

T-0 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						

<u>K-4 Trimesters (174 days)</u>

Aug. 21 – Nov. 16 (58 days)
Nov. 19 – March 1 (59 days)
March 4– May 30 (57 days)

<u>Gr. 5-6 Qtrs. (174 days)</u>

Aug. 21-Oct. 19 (40 days)
Oct. 22-Dec. 21 (40 days)
Jan. 7-March 15 (47 days)
March 18-May 30 (47 days)

<u>Gr. 7-12 Qtrs. (176 days)</u>

Aug. 21-Oct. 19 (41 days)
Oct. 22-Dec. 21 (41 days)
Jan. 7-March 15 (47 days)
March 18-May 30 (47 days)

<u>Conference Dates:</u>

PreK-6: 10/17 (4:30-8:00 p.m.), 10/18, 11/2, 2/7 (4:30-8:00 p.m.)
WMS: 11/1
WHS: 11/8

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.

Revised 11/19/2018

WADSWORTH CITY SCHOOLS | 2019-2020 CALENDAR

AUGUST 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

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

T-11 S-8

SEPTEMBER 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 No School (Labor Day)
27 No School (Prof. Dev. In-service)

T-20 S-19

OCTOBER 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		

11 No School (Teacher Comp. Day)

T-23 S-22

NOVEMBER 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

15 No School (Prof. Dev. In-service)
28-29 No School (Thanksgiving Break)

T-19 S-18

DECEMBER 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				

2 No School (Thanksgiving Break)
23-31 No School (Winter Break)

T-14 S-14

JANUARY 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	

1-3 No School (Winter Break Cont'd.)
20 No School (M. L. King, Jr. Day)
31 No School (Prof. Dev. In-service)

T-19 S-18

17 No School (President's Day)

T-19 S-19

FEBRUARY 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

MARCH 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				

T-22 S-22

6-10 No School (Spring Break)
13 No School for Gr. K-6 only

T-17 S-17

APRIL 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		

22 Baccalaureate
24 Commencement
25 No School (Memorial Day)
28 Last Student Day
29 Teacher Work Day

T-20 S-19

MAY 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						

T-0 S-0

JUNE 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				

Grading Periods

Gr. K-4 Trimesters:

Gr. 5-12 Quarters:

Total No. of School Days

Gr. K-6: 175 days

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 29, 2020.

EA education alternatives

STUDENT TRANSPORTATION AGREEMENT

This Student Transportation Agreement (the "Agreement") is entered into on _____, 2018, between **Wadsworth City Schools** (the "District"), an Ohio public school, charted under Chapter 3311 of the Ohio Revised Code, and **EDUCATION ALTERNATIVES**, an Ohio nonprofit 501(c)(3) corporation, ("EA").

BACKGROUND

WHEREAS, EA is in the business of providing transportation services for students of school districts throughout northeast Ohio;

WHEREAS, this Agreement engages EA to provide transportation services for the District during the 2018-2019 school year;

THE PARTIES AGREE AS FOLLOWS:

1. **Scope Of Services:** EA shall:
    a. Provide transportation services for the Districts' students, based upon the District's transportation needs during the Term of this Agreement; EA's transportation services include pickup and drop-off of the students at their homes, or other locations mutually agreed upon by the parties;
    b. Organize the transportation routes including pick-up and drop-off times and schedules;
    c. Promptly communicate with the parents, guardians and the District when transportation issues arise. Transportation issues may include, but are not limited to the following: issues regarding pick-up/drop-off times, scheduling, immediate safety of students, and behavioral incidents;
    d. Comply with the applicable current federal, state, and local laws, rules, and regulations for the special education transportation of students in the state of Ohio, including but not limited to the Family Educational Rights and Privacy Act the Individuals with Disabilities in Education Act and Ohio Department of Education requirements.

2. **Representations And Warranties.** EA represents and warrants that:
    a. EA's vehicles satisfy the safety requirements of the Ohio Department of Education, including following a structured preventative maintenance schedule for all vehicles;
    b. EA drivers are trained and certified through the Ohio Department of Education, and meet the Ohio Department of Education's ongoing requirements of having a current driver's license;
    c. EA employees providing services under this Agreement have satisfied applicable criminal records, background checks and hiring restrictions, imposed by law, including the requirements of ORC §§ 3319.39 and 3319.392; and

3. **Term Of The Agreement.** This Agreement will commence August 27, 2018 and expire on June 30, 2019 (the "Term"). This Agreement will not automatically renew at the expiration of the Term.

4. **Daily Rates, Billing And Payment.**

   a. The District shall compensate EA **$42.00 per day** for each contracted seat the District requires (the "Daily Rate"). If EA provides a monitor for the route, The District shall compensate an additional **$65.00 per day**.

   b. The District shall compensate EA an additional **$25.00 per day**, per student, for any mid-school day routes, for which the student is transported alone (the "Additional Rate").

   c. The District shall pay EA the Daily Rate and any Additional Rates, for the transportation of each student enrolled by the District, including calamity days, truancy, and absenteeism, not to exceed 180 days;

   d. EA shall bill the District on a monthly basis, and the District shall pay each invoice within thirty days of receipt of the invoice.

   e. In the event that the District is no longer financially responsible for the student, the District may choose to continue to contract the seat for another student or terminate use of the seat. If the District chooses to terminate the seat, the District will incur no further financial obligation under this contract in regards to the individual seat.

5. **Insurance.**

   a. General Corporate Liability. During the Term of this Agreement, EA shall procure and maintain commercial general liability insurance with policy limits of not less than a combined single limit of $1,000,000 per occurrence and $3,000,000 in the aggregate.

   b. Automobile Liability. EA will at all times during the term of this Agreement, maintain a vehicle insurance policy. Such coverage shall be in an amount of $1,000,000, with an umbrella policy of $5,000,000.

6. **Indemnification.** To the extent permissible by law, EA shall hold harmless, defend, indemnify, or cause to be reimbursed, the District, their respective Boards, agents and representatives, from all losses, damages, claims, causes of action, liabilities, fees, and costs of every kind and nature, caused by, relating to or arising from any act, neglect, default, or omission of EA, or by any person, firm or corporation employed by EA or acing directly or indirectly for EA in connection with EA's performance under this Agreement.

7. **Independent Contractor Relationship.** All persons directly or indirectly employed by EA to perform the services under this Agreement shall at all times during the performance of the services be and remain

employees or agents of EA, and at no time shall they be employees or agents of the District. Accordingly, EA shall be solely responsible for payment of any and all contributions, taxes or penalties now or hereafter imposed under any local, county, state or federal law due on account of EA's employees or agents, including but not limited to taxes and/or contributions for social security, Medicare, worker's compensation, unemployment and retirement.

8. **Waiver.** No waiver of any condition, covenant or breach of this Agreement by either party will imply or constitute a further waiver of the same or any other condition or covenant.

9. **Severability.** All agreements and covenants contained in this Agreement are severable and in the event that any of them are held invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements and covenants were not contained herein.

10. **Entire Understanding**. This Agreement sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing, signed by both parties.

11. **Exhibits.** All exhibits, amendments, addenda, or attachments, attached to this Agreement are fully incorporated and made a part by this reference.

12. **Captions.** The captions used as headings for the various sections of this Agreement are used as a matter of convenience for reference purposes only.

13. **Governing Law.** The construction, validity and performance of this Agreement shall be governed in all respects by the law of the State of Ohio, without regard to its conflicts of laws provision.

14. **Approval.** This contract shall be subject to the written approval of the District's authorized representative and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

EDUCATION ALTERNATIVES

By: _____
Gerald Swartz, Executive Director

THE DISTRICT

By: _____

Name: _____

GREAT WOLF LODGE
GROUPS & MEETINGS
Plan on it.

November 16, 2018

Steve Moore, Principal
Wadsworth City Schools
625 Broad Street
Wadsworth, OH 44281

RE: Wadsworth High School
05-03-2019 / 05-04-2019

On behalf of the staff and management at Great Wolf Lodge – Mason, Ohio, we look forward to the opportunity to host the Wadsworth High School.

Enclosed for your review and signature is the contractual agreement we discussed. Please review it carefully, and if everything meets with your approval, sign and return the original copy to my attention by **11-15-2018**. If any changes are made to the agreement, please initial them and they will be reviewed. A copy of the signed agreement will be returned to you for your records. At that time your meeting will be entered into our books on a definite basis.

Thank you for choosing Great Wolf Lodge of Mason, Ohio. Our staff and management are prepared to offer your guests excellent service and quality accommodations. We are confident your program will be a complete success, and we look forward to welcoming you and your attendees to the Great Wolf Lodge.

At your service,

Jessica Bays
Sales Manager

2501 Great Wolf Drive ♦ Mason, OH 45040 Phone 513.459.8885 ♦ Fax 513.229.5809 ♦ www.greatwolf.com

GREAT WOLF LODGE.
GROUPS & MEETINGS
Plan on it.

2501 Great Wolf Drive • Mason, OH 45040
Phone 513.459.8885 • Fax 513.229.5809 • www.greatwolf.com

GROUP SALES AGREEMENT

This Agreement is made and entered into as of November 16, 2018, by and between **GWR Op Lessee OH, LLC dba Great Wolf Lodge Cincinnati/Mason** (hereinafter referred to as "Hotel") and **Wadsworth City Schools** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by Group, as stated below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 5.

SECTION ONE: DESCRIPTION OF THE EVENT

Company/Organization Sponsor's Name: **Wadsworth High School**

Event Name and general description of event:

Contact Name: Steve Moore, Principal
Contact Phone: Daytime: 330-335-1400 X 21802 Fax:
Contact Address: 625 Broad Street, Wadsworth, OH 44281
Contact Email Address: kdavis@wadsworthschools.org

SECTION TWO: GROUP ROOM RESERVATIONS

2.1. **GUEST ROOM ACCOMMODATIONS**: Hotel will hold the following block of rooms for Group's Use. Unless as indicated in this Agreement, Hotel does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other. Note that check-in time is **4:00pm** and check out time is **11:00am**. Guests arriving before 4:00pm will be assigned rooms as they become available.

(MASOOH) MASON FAMILY RESORTS LLC						
		Loft Fireplace w/ Balcony		Wolf Den w/ Balcony		Total Rooms
Friday	05-03-19	10	$309.59	2	$244.79	12

There are **12** confirmed room nights.
The above room rates are for 1-4 guests in the room. Each additional person is ~~$50.00~~. This fee is waived
Waterpark hours vary by season. Check with your Sales Manager 30 days prior to arrival for operating hours during your stay.

RESORT FEE: Great Wolf Lodge charges a daily fee of $29.99 on all occupied rooms which enables us to provide services to our guests that, in the past, may have carried a separate charge. These are items our guests have frequently requested and are now included as part of the Resort Fee. These services include unlimited access to high speed, wireless internet service; local and outgoing 800 telephone calls; in-room coffee and bottled water, unlimited access to Iron Horse Fitness Center, both incoming and outgoing facsimile message service, parking and life jackets and towels in the water park.

CUT OFF DATE: [04-03-2019] After this date, rooms not reserved by rooming list or reservation, as provided below, shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability.

Hotel room rates are subject to applicable state and local taxes. If Group is exempt from state tax, it must present all documentation required by Hotel and pay in the manner specified by Hotel If group is claiming tax-exempt status, Group hereby accepts all liability. Otherwise, Group will be charged all applicable taxes.

All rates are net non-commissionable.

2.4. **RESERVATIONS**

ROOMING LIST: Group must submit a room list to Hotel by **[04-03-2019]**. Should Group print its own rooming or reservation list form, Group shall present it to Hotel for approval before use. This form must indicate Group name, rates, meeting dates, names of each guest occupying the rooms (and their address, phone number, credit card number, if applicable), the types of sleeping rooms desired and the arrival and departure dates, and the deposit and cancellation terms, as described in this Agreement. Group must promptly submit to Hotel any changes to the rooming list. Hotel will charge Group the first night's room rate plus tax for any rooms cancelled within 72 hours of the arrival date and for any rooms not checked in by 6:00 p.m. of the arrival date. This charge applies only to the cancellation of the room and is in addition to any cancellation or attrition charges owed by Group, as described below in Section Five.

All room and tax shall be paid by Group either by pre-payment or Master Account, as specified below in Section Four.

SECTION THREE: MEETING ROOM AND CATERING SERVICES

N/A

SECTION FOUR: METHOD OF PAYMENT OF MASTER ACCOUNT

4.1 **CREDIT CARDS**: Group must complete and return the enclosed Credit Card Authorization form with return of the signed contract. This credit card is not for guarantee purposes, and it will be run for authorization upon receipt and then charged for full amount ten (10) days prior to the scheduled event. Additional charges incurred by the Group will be charged to the credit card for payment of the master bill following the event.

4.2 **INCIDENTALS**: Incidental expenses of Group members will be the responsibility **of INDIVIDUAL.** If Group is responsible for incidental expenses, Group will prepay all such estimated expenses as set forth in Section 4.2 above, or shall be billed to the Master Account. If the individual guests are responsible for incidental expenses, the guest will leave a valid credit card or a cash deposit in an amount determined by Hotel at the time of check-in. Group must inform its members of this requirement.

SECTION FIVE: CANCELLATION/MODIFICATION

5.1 **CANCELLATION OF ROOM RESERVATIONS**:

Group is responsible for payment of guests' accommodations through a master account. The attrition and cancellation clauses in Section 5.3 shall apply.

5.2 **GROUP'S REDUCTION OR CANCELLATION**:

Group and Hotel have entered into this binding agreement and the Hotel has foregone other opportunities and/or offered special rates or concessions in reliance upon the Group's commitment.

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, Hotel will assist Group in finding other accommodations and space at comparable prices and shall provide, without charge, necessary transportation between the alternative site and the Hotel.

5.3 **CANCELLATION AND PERFORMANCE**: The rates offered by Hotel are based in part upon the total gross revenue anticipated by Hotel from Group's agreement to use and pay for the rooms and events listed in this document. The Group agrees and understands that in the event of a cancellation or lack of full performance by Group, Hotel's actual damages would be difficult to determine. Therefore, Group has agreed to pay reasonable liquidated damages to Hotel for cancellation or lack of performance as described in this paragraph. Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues from all contracted sleeping rooms, food and beverage and meeting room rental listed in this document.

Date of Cancellation = Percentage owed
Date of signing to 365 days in advance =10%

181-364 days prior in advance = 45%
180 days to 91 days in advance = 65%
90 to 30 days in advance = 80%
29 days or less in advance of event =100%

If the event is held, but Hotel does not actualize the total guest room revenue anticipated from Group's room block, Group agrees to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 90% of the total guest room revenue from your event. Group will be responsible for meeting room rental, set-up fees and food and beverage minimums as outlined in section 3.3 of this contract.

SECTION SIX: MISCELLANEOUS

6.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME**: Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the Hotel. No sign, banner or display shall be affixed to any part of the hotel.

6.2 **SECURITY**: Hotel may, in its sole discretion, require Group to take certain security measures in order to maintain security in light of the size or nature of the function. Such security measures may include the requirement to hire sufficient security personnel from a reputable agency that is approved by Hotel prior to the function. Applicable service charges and taxes will apply.

6.3 **SHIPPING AND PACKAGES**: Group must notify Hotel of any packages that will be shipped to Hotel at least one week in advance. All packages must include name of Group and date of event and may not be received earlier than three (3) business days prior to the scheduled event set-up. A $5.00 charge per package, per day will be charged for packages received more than three (3) business days prior to the scheduled event set-up. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages.

6.4 **SIGNING AUTHORITY:** The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement. Group may designate other individuals in writing:

Name: _____ Signature: _____

Name: _____ Signature: _____

6.5 **HOTEL CONTACT/NOTICES**: All communications shall be in writing and deemed delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Hotel Address: **2501 Great Wolf Drive, Mason, OH 45040 Attn: Jessica Bays .** Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

SECTION SEVEN: GENERAL PROVISIONS

7.1 **DAMAGE CLAUSE:** Group agrees to assume all liability and expense related to damages to the Hotel as a result of any guest related to Group. Hotel may charge Group's Master Account or directly bill Group for all such charges Group shall be responsible for damages to persons and/or property arising out of or cause by Group's negligence or intentional misconduct. Hotel shall be responsible for damages to persons and/or property arising out of or cause by Hotel's negligence or intentional misconduct.

7.2 **GROUP'S PROPERTY**: Group agrees that Hotel is not be responsible for the safe-keeping of equipment, supplies, or any valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Accordingly, Group will provide security and assumes responsibility (including procuring sufficient insurance coverage) for any loss of property. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

7.3 **FORCE MAJEURE**: The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes,

civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.

7.4 **DISPUTE RESOLUTION**: This Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

7.5 **ENTIRE AGREEMENT**: This Agreement and any Exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

7.6 **MISCELLANEOUS**: The persons signing this Agreement for Hotel and Group each warrants that they are authorized to bind the Hotel and Group, respectively. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

7.7 **NO ASSIGNMENT**: Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charged set forth herein.

7.8 **PAYMENT**: Payment of all invoices is due upon receipt. Invoices remaining unpaid after thirty (30) days of the invoice date will incur an interest charge of the lesser of 18% or the highest amount allowed by law. No payment by Group or receipt by Hotel of a lesser amount than any installment or payment of amounts due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of such installment or pursue any other remedies available to Hotel under this Agreement or in law or in equity. If the Master Account remains unpaid after sixty (60) days, in addition to other remedies, Hotel may, at its sole option, elect to cancel subsequent and future arrangements, agreements or functions at the Hotel made by Group without penalty and upon written notice.

7.9 **RIGHT OF HOTEL TO TERMINATE**: If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose or other material information about Group changes or is incorrect, Hotel may terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to Section 5 above.

7.10 **RIGHT OF INSPECTION/ENTRY**: Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately ask the responsible party(s) to leave the premises. If entire group is responsible, then the entire group will be asked to leave the premises.

ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to **11-15-2018**, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to **11-15-2018**, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHERE OF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

GWR Op Lessee OH, LLC
D/B/A Great Wolf Lodge Cincinnati/Mason

Signature: _____

Name: Jessica Bays

Title: Sales Manager

Date: _____

[Wadsworth City Schools]

Signature: _____

Name (printed):_____

Title: _____

Date: _____

DIRECTOR OF SALES: _____ Initial

GREAT WOLF LODGE

Special Group Terms and Conditions

To acknowledge receipt, understanding and commitment please sign and return this document with your contract. This signed document is required to execute your contract.

2501 Great Wolf Drive – Mason, OH 45040
513-459-8885

CHAPERONES:
Hotel strongly recommends 1 chaperone, at least 21 years old, per 4 guestrooms. Group must provide contact name and cell phone number for each chaperone and the rooms that they are responsible to monitor. Should cell phone numbers not be available for each chaperone, the group leader will be responsible for contacting and handling situations in all guestrooms. Hotel must have a way to contact a group representative for the duration of their stay.

GROUP AGENDA:
In order to offer the best possible service to your group, the hotel requires an outlined agenda of activities planned while on property. Meal plans, free time and any other information will be very helpful in ensuring that hotel is properly staffed and ready to serve group attendees at peak times. Hotel also requests the off-site activities be outlined in the agenda, so that we can plan accordingly. Enforced "Hibernation Hours" are 11:00pm-7:00am.

GUESTROOM OCCUPANCY:
Group will not exceed maximum occupancies, as posted, per room. Should group exceed the maximum occupancy in a room, the group will be required to purchase additional guestrooms to accommodate the overages and follow the occupancy rule. If hotel occupancy levels do not allow for additional rooms, group will be responsible to relocate the additional individuals to another hotel at their own expense.

CONFERENCE CENTER/MEETING FACILITES:
Groups with attendees will not be permitted in to the conference center/meeting rooms unless scheduled meetings or meals are contracted. Groups under the age of 18 must end all meetings/meals by 11:00pm hibernation time. (Exceptions to the hibernation hours may be made if group hires security, at their own cost, to escort minors back to their rooms upon conclusion of the event.)

SECURITY:
Group is required to have 1 security guard per 100 guests under the age of 18. Security guards will be hired through Great Wolf Lodge at $28.00 per hour, per guard. (This is the current pricing, should the pricing increase, the increase will be passed along to the group.) Guards must be hired from 11:00pm-7:00am.

NOISE COMPLAINTS:
Hotel operates on a "three strike rule". Should security or management have to visit the same room more than two times on a noise complaint, on the third visit, the occupants of the room will be evicted from the hotel. It will be the group's responsibility to arrange for the individuals to have transportation to an alternate location. In addition, rowdiness on elevators, stairwells, hallways, rooms or other public areas will not be tolerated. Hotel will have the right to expel any group member exhibiting such behavior. ~~The group will be responsible for any charges incurred in transporting or securing accommodations at another facility. In addition, should refunds to another party be required due to disturbance, the group will be required to reimburse the hotel.~~ MB 10/4/18

EXCESSIVE CLEANING FEE:
A designated group representative will have the opportunity to meet with a hotel representative s upon check-out to walk through all group occupied rooms to verify condition in which they are left. Should rooms be left in a manner that is deemed unreasonable or excessively soiled, an excessive cleaning fee of $150.00 per room will be charged. Should group representative waive the right to walk through rooms for inspection, the hotel will have the right to charge the excessive cleaning fee based on the hotel housekeeping management's discretion.

CONSUMPTION OF FOOD AND BEVERAGE:
All food and beverage consumed on the premises must be purchased through GREAT WOLF LODGE, excluding private guest rooms. We reserve the right to inspect and regulate all private meetings, banquets and receptions in accordance with Hotel Policy and established law. Food prepared by the hotel and remaining uneaten during a function may not be taken out of the hotel function space. All Federal State and Local laws are strictly adhered to within regard to food and beverage purchase and consumption. ***Hotel reserves the right to assess $10.00 per person charge if outside food or beverage is brought on premise and consumed outside of private guest rooms. Note**: Patio areas and parking lot are included as property public premise. Charges will be based upon the number of individual names on the client provided rooming list.

DAMAGES:
The Hotel will not assume any responsibility for damage to or loss of, any merchandise or articles left in the hotel prior to, during or following your function. Patrons agree to be financially responsible for any damage or harm done to the premises, operating equipment or other guests during the period of time, which they are under your control or an independent contractor, which may be hired by you or your organization. An invoice will be submitted to Group upon damage assessment and costs to repair have been determined. Payment will be submitted to hotel within 30 days of receipt of charge.
* Absolutely no use of confetti, "silly string" or glitter on premises-Should prohibited items be used a cleaning fee will be assessed. No open flame or candles will be permitted.

Accepted:

Printed Name: _____ On Behalf of Organization: _____

Signature: _____ Date: _____

```
-- Options Summary --

     Summary or Detail Report? (S,D)  D
     Output file:  FINTOTD.TXT
     Type:  CSV
     Print options page? (Y,N)  Y
     Generate FINDET report for comparison? (Y,N)  N
     Sort options:  FD
     Subtotal options:  FD
     Include future encumbrance amounts? (Y,N)  N
     Include accounts with zero amounts? (Y,N)  N
     Include accounts which are no longer active? (Y,N,I)  Y

BAT_FINSUM executed by WA_DBEEMAN on node SCECA0:: at  5-NOV-2018 16:47:53.26
```

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:								
15,443,472.15	3,004,810.46	23,085,981.70	3,744,064.35	15,515,764.98	23,013,688.87	4,630,167.79	18,383,521.08	
001 9001 GENERAL FUND: ADVERTISING /FACILITIES ACCOUNT								
41,240.58	0.00	8,571.89	0.00	455.00	49,357.47	17,500.00	31,857.47	
001 9002 GENERAL FUND: FOOD SERV. DONATIONS								
284.27-	71.80	564.65	0.00	0.00	280.38	0.00	280.38	
TOTAL FOR Fund 001 - GENERAL:								
15,484,428.46	3,004,882.26	23,095,118.24	3,744,064.35	15,516,219.98	23,063,326.72	4,647,667.79	18,415,658.93	
002 0000 BOND RETIREMENT SERIES 98,99,00 ISSUES								
2,796,486.28	129,234.50	1,061,931.26	0.00	13,759.75	3,844,657.79	0.00	3,844,657.79	
002 9300 BOND RETIRE LIBRARY 2001								
483,926.63	20,192.98	165,925.14	0.00	2,149.98	647,701.79	0.00	647,701.79	
002 9400 BOND RETIRE: 2008 BONDS ($65,650,000)								
2,140,202.57	238,296.32	24,871,493.07	0.00	22,696,643.90	4,315,051.74	0.00	4,315,051.74	
TOTAL FOR Fund 002 - BOND RETIREMENT:								
5,420,615.48	387,723.80	26,099,349.47	0.00	22,712,553.63	8,807,411.32	0.00	8,807,411.32	
003 900C COMMUNITY CENTER ENTERPRISE FUND								
155,292.30	0.00	0.00	0.00	1,500.00	153,792.30	425.75	153,366.55	
003 900S SUMMA HOSPITAL ENTERPRISE FUND								
38,347.62	0.00	0.00	0.00	0.00	38,347.62	911.00	37,436.62	
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:								
193,639.92	0.00	0.00	0.00	1,500.00	192,139.92	1,336.75	190,803.17	
004 0000 CONSTRUCTION FUND								
2,099,675.57-	0.00	0.00	0.00	1,701.31	2,101,376.88-	0.00	2,101,376.88-	
004 900C BUILDING FUND: CITY OF WADS. COMM. CENTER								
2,367,880.93	0.00	0.00	0.00	4,063,800.33	1,695,919.40-	7,381.88	1,703,301.28-	
TOTAL FOR Fund 004 - BUILDING:								
268,205.36	0.00	0.00	0.00	4,065,501.64	3,797,296.28-	7,381.88	3,804,678.16-	
006 0000 FOOD SERVICES								
968,292.90	94,965.17	222,350.24	72,199.55	209,055.61	981,587.53	543,642.56	437,944.97	
006 9001 FOOD SERVICE FEDERAL AWARD:								
0.00	52,446.84	75,204.83	38,140.36	125,405.44	50,200.61-	0.00	50,200.61-	

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 006 - FOOD SERVICE: 968,292.90	147,412.01	297,555.07	110,339.91	334,461.05	931,386.92	543,642.56	387,744.36	
009 0000 UNIFORM SCHOOL SUPPLIES FUND 22,490.88	684.00	6,122.00	617.48	5,967.63	22,645.25	18,811.90	3,833.35	
TOTAL FOR Fund 009 - UNIFORM SCHOOL SUPPLIES: 22,490.88	684.00	6,122.00	617.48	5,967.63	22,645.25	18,811.90	3,833.35	
010 900L OSFC LOCAL SHARE 6,232,540.03	0.00	0.00	0.00	2,699.58	6,229,840.45	0.00	6,229,840.45	
010 900Q OSFC: QSCB BONDS (ISHAM / VALLEY VIEW) 543,055.88-	0.00	0.00	0.00	0.00	543,055.88-	0.00	543,055.88-	
010 900S OSFC STATE SHARE 321,876.76-	0.00	0.00	0.00	0.00	321,876.76-	13,906.79	335,783.55-	
TOTAL FOR Fund 010 - CLASSROOM FACILITIES: 5,367,607.39	0.00	0.00	0.00	2,699.58	5,364,907.81	13,906.79	5,351,001.02	
011 0000 C.T. CUSTOMER SERVICE FUND 123,720.03	0.00	500.00	23,884.04	53,034.95	71,185.08	61,677.15	9,507.93	
011 9001 C.T. CUSTOMER SERV AUTOMOTIVES 0.00	583.80	1,269.23	2,314.52	2,632.72	1,363.49-	8,917.28	10,280.77-	
011 9002 C.T. CUSTOMER SERV JR CARPENTRY 0.00	0.00	0.00	2,263.16	2,470.66	2,470.66-	25,529.34	28,000.00-	
TOTAL FOR Fund 011 - ROTARY-SPECIAL SERVICES: 123,720.03	583.80	1,769.23	28,461.72	58,138.33	67,350.93	96,123.77	28,772.84-	
013 900C COMMUNITY CENTER/WHS OPERATING FUND 24,075.69	0.00	0.00	1,710.00	4,324.59	19,751.10	47,306.55	27,555.45-	
TOTAL FOR Fund 013 - RECREATION: 24,075.69	0.00	0.00	1,710.00	4,324.59	19,751.10	47,306.55	27,555.45-	
014 0000 FOUR CITIES CAREER TECH COMPACT FUND 106,698.88	0.00	0.00	20,003.18	81,357.42	25,341.46	23,673.19	1,668.27	
014 9001 FOUR CITIES: FIRST PROGRAM (NORTON) 0.01	0.00	0.00	0.00	0.00	0.01	0.00	0.01	
TOTAL FOR Fund 014 - ROTARY-INTERNAL SERVICES: 106,698.89	0.00	0.00	20,003.18	81,357.42	25,341.47	23,673.19	1,668.28	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
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								
4,672.89	25.33	375.33	143.42	143.42	4,904.80	508.81	4,395.99	
018 974B DISTRICT SPIRIT COMMITTEE FUND								
6,068.50	0.00	0.00	0.00	0.00	6,068.50	0.00	6,068.50	
018 974C CENTRAL INTERMEDIATE PRINCIPAL FUND								
15,109.88	1,661.97	4,624.64	249.35	2,769.87	16,964.65	17,945.03	980.38-	
018 974T TRANSPORTATION 018 ACCOUNT								
1,351.16	0.00	66.43	0.00	0.00	1,417.59	450.00	967.59	
018 975F FRANKLIN SCHOOL PRINCIPAL'S FUND								
4,092.61	150.00	2,660.00	3,489.34	4,668.92	2,083.69	10,138.40	8,054.71-	
018 976I ISHAM SCHOOL PRINCIPAL'S FUND								
2,765.75	1,903.79	22,553.19	12,380.27	13,142.02	12,176.92	4,070.08	8,106.84	
018 977L LINCOLN SCHOOL PRINCIPAL'S FUND								
10,090.46	3,773.53	4,027.53	1,749.83	3,532.07	10,585.92	3,691.73	6,894.19	
018 978O OVERLOOK SCHOOL PRINCIPAL'S FUND								
7,023.56	1,890.10	3,587.13	902.95	7,334.07	3,276.62	5,528.43	2,251.81-	
018 979V VALLEY VIEW PRINCIPAL'S FUND								
7,132.28	1,644.60	3,180.60	221.00	3,092.36	7,220.52	4,611.75	2,608.77	
018 980D WMS: DOLLARS FOR DENIM PAY IT FORWARD								
482.66	40.00	760.00	0.00	0.00	1,242.66	150.00	1,092.66	
018 980M WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND								
2,494.02	5,811.77	8,684.27	1,500.34	2,709.80	8,468.49	7,512.78	955.71	
018 981D WHS: DOLLARS FOR DENIM PAY IT FORWARD								
1,864.04	0.00	1,689.00	0.00	0.00	3,553.04	0.00	3,553.04	
018 981H HIGH SCHOOL PRINCIPAL'S FUND								
432.74-	1,488.26	13,834.26	551.75	3,287.60	10,113.92	13,712.52	3,598.60-	
TOTAL FOR Fund 018 - PUBLIC SCHOOL SUPPORT:								
62,717.38	18,389.35	66,042.38	21,188.25	40,680.13	88,079.63	68,319.53	19,760.10	
019 9024 TECH PREP: FIRE, ATH/HLTH TRAINING, NURSING								
1,177.51	0.00	0.00	0.00	0.00	1,177.51	0.00	1,177.51	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
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.	1,191.36	0.00	2,150.00	166.70	379.41	2,961.95	385.07	2,576.88	
019 9107 MHJ GRANT: STEM CAMP	245.00-	0.00	0.00	0.00	9,002.04	9,247.04-	0.00	9,247.04-	
019 9108 STEM CAMP LOCAL GRANTS / DONATIONS	34,599.00	0.00	1,260.00	0.00	44,597.55	8,738.55-	2,433.07	11,171.62-	
019 9114 BELIEVE IN OHIO GRANT WHS (FY2016)	636.12	0.00	0.00	0.00	0.00	636.12	189.07	447.05	
019 9131 DEPARTMENT OF NATURAL RESOURCE - GRANT	500.00	0.00	0.00	0.00	0.00	500.00	0.00	500.00	
019 918M MCDAC FY 2018 GRANT	5,773.21	0.00	0.00	0.00	5,773.21	0.00	0.00	0.00	
019 919M MCDAC GRANT FY 2019	0.00	19,000.00	38,000.00	6,601.55	14,290.21	23,709.79	1,688.64	22,021.15	
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 9306 GENE HAAS FOUNDATION CAREER TECH SCHOLARSHIP	600.00	0.00	0.00	0.00	0.00	600.00	0.00	600.00	
019 9308 ISHAM WEATHER CLINICAL RESEARCH GRANT	960.29	0.00	0.00	0.00	0.00	960.29	0.00	960.29	
019 9403 SME - PRIME SCHOOL GRANT	29,750.00	0.00	0.00	831.85	1,891.76	27,858.24	3,202.45	24,655.79	
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	2,256.07	300.00	1,050.00	0.00	361.51	2,944.56	1,589.45	1,355.11	
019 9604 TECH PREP: FY06 AUTOMOTIVE TECH PREP	2,435.00	0.00	0.00	0.00	0.00	2,435.00	2,435.00	0.00	

Fund # Fund Description / Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
019 9605 TECH PREP: FY06 WEB PROGRAMING TECH PREP								
1,127.68	0.00	0.00	0.00	0.00	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								
3,123.88	0.00	0.00	0.00	3,265.00	141.12-	8,000.00	8,141.12-	
019 9806 TECH PREP: FY08 MARKETING WADSWORTH								
1,004.49	0.00	0.00	0.00	0.00	1,004.49	362.94	641.55	
019 9901 TECH PREP: FY09 J VANKIRK COMPUTER TRAINING								
383.08	0.00	0.00	0.00	0.00	383.08	383.08	0.00	
TOTAL FOR Fund 019 - OTHER GRANT:								
99,921.03	19,300.00	42,460.00	7,600.10	79,560.69	62,820.34	20,668.77	42,151.57	
020 0000 BEAR CUB ACADEMY								
58,711.36	28,838.51	63,088.81	22,872.13	73,422.63	48,377.54	40,723.43	7,654.11	
TOTAL FOR Fund 020 - SPECIAL ENTERPRISE FUND:								
58,711.36	28,838.51	63,088.81	22,872.13	73,422.63	48,377.54	40,723.43	7,654.11	
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								
9,910.59	0.00	0.00	936.00	3,239.45	6,671.14	2,640.00	4,031.14	
022 9091 L & J FUND: FIELD TRIP FUND								
7,720.56	0.00	0.00	0.00	0.00	7,720.56	0.00	7,720.56	
022 9512 OHSAA TOURNAMENT: BOYS BASKETBALL								
134.51	0.00	0.00	0.00	0.00	134.51	0.00	134.51	
022 9513 OHSAA TOURNAMENT: BOYS SOCCER								
1,432.52	738.00	738.00	445.20	445.20	1,725.32	75.00	1,650.32	
022 9516 OHSAA TOURNAMENT: FOOTBALL								
91.12	2,392.00	2,392.00	0.00	0.00	2,483.12	25,726.00	23,242.88-	
022 9528 OHSAA TOURNAMENT: WRESTLING								
972.02	0.00	0.00	0.00	0.00	972.02	0.00	972.02	
022 9532 OHSAA TOURNAMENT: GIRLS BASKETBALL								
108.94	0.00	0.00	0.00	0.00	108.94	0.00	108.94	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
022 9533 OHSAA TOURNAMENT: GIRLS SOCCER								
496.97-	1,476.00	1,476.00	1,183.20	1,183.20	204.17-	77.80	281.97-	
022 9536 OHSAA TOURNAMENT: GIRLS LACROSSE								
45.36	0.00	0.00	0.00	0.00	45.36	0.00	45.36	
TOTAL FOR Fund 022 - DISTRICT AGENCY:								
19,980.64	4,606.00	4,606.00	2,564.40	4,867.85	19,718.79	28,518.80	8,800.01-	
024 0000 WCSD EMPLOYEE BENEFITS INSURANCE FUND								
61,980.03	21,192.43	77,096.10	30,208.30	97,166.49	41,909.64	174,367.29	132,457.65-	
TOTAL FOR Fund 024 - EMPLOYEE BENEFITS SELF INS.:								
61,980.03	21,192.43	77,096.10	30,208.30	97,166.49	41,909.64	174,367.29	132,457.65-	
029 0000 FRANK H. CLOSE SCHOLARSHIP FUND								
185.04	0.00	0.00	0.00	0.00	185.04	0.00	185.04	
029 9001 BERNADINE H. KOVALCHIN SCHOLARSHIP FUND								
37,540.28	0.00	0.00	0.00	0.00	37,540.28	4,500.00	33,040.28	
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								
8,203.29	0.00	0.00	0.00	300.00	7,903.29	1,822.00	6,081.29	
029 9006 MACKEY SCHOLARSHIP								
22,163.46	0.00	0.00	0.00	0.00	22,163.46	0.00	22,163.46	
029 9007 DANIEL VAN AUKEN SCHOLARSHIP FUND								
24,741.61	0.00	0.00	0.00	315.67	24,425.94	0.00	24,425.94	
029 9008 DAVID SLADKY SCHOLARSHIP FUND								
8,589.62	0.00	500.00	0.00	0.00	9,089.62	0.00	9,089.62	
029 9009 GEORGE ZITO SCHOLARSHIP								
2,355.00	0.00	0.00	0.00	0.00	2,355.00	0.00	2,355.00	
TOTAL FOR Fund 029 - EDUCATION FOUNDATION FUND:								
103,779.96	0.00	500.00	0.00	615.67	103,664.29	6,322.00	97,342.29	
034 0000 CLASSROOM FACILITIES MAINTENANCE FUND								
2,177,441.50	0.00	0.00	0.00	50,114.00	2,127,327.50	65,800.00	2,061,527.50	
TOTAL FOR Fund 034 - CLASSROOM FACILITIES MAINT.:								
2,177,441.50	0.00	0.00	0.00	50,114.00	2,127,327.50	65,800.00	2,061,527.50	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
071 0000 SALES TAX: PERM. IMPROVEMENTS FUND								
2,518,108.11	591,058.97	1,098,221.42	0.00	122,438.66	3,493,890.87	0.00	3,493,890.87	
TOTAL FOR Fund 071 - CAPITAL GRANTS:								
2,518,108.11	591,058.97	1,098,221.42	0.00	122,438.66	3,493,890.87	0.00	3,493,890.87	
200 907H WEB PROGRAMMING AND DESIGN								
249.86	0.00	0.00	0.00	0.00	249.86	0.00	249.86	
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								
325.84-	0.00	0.00	0.00	0.00	325.84-	0.00	325.84-	
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								
1,103.93	0.00	0.00	0.00	0.00	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	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
200 917W CLASS OF 2017	1,934.44	0.00	0.00	0.00	0.00	1,934.44	0.00	1,934.44	
200 918H ACADEMIC CHALLENGE	938.47	2,500.00	2,500.00	0.00	0.00	3,438.47	500.00	2,938.47	
200 918W CLASS OF 2018	1,895.69	0.00	150.00	0.00	0.00	2,045.69	200.00	1,845.69	
200 919H SPEECH AND DEBATE TEAM	1,933.33-	245.00	245.00	125.00	4,223.33	5,911.66-	12,124.00	18,035.66-	
200 919W CLASS OF 2019	1,717.90	575.00	4,259.60	0.00	1,000.00	4,977.50	13,750.00	8,772.50-	
200 920H N. H. S.	198.68-	419.12	719.12	0.00	385.00	135.44	0.00	135.44	
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	576.87	0.00	0.00	0.00	0.00	576.87	0.00	576.87	
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	1,325.38	0.00	0.00	0.00	0.00	1,325.38	0.00	1,325.38	
200 923H INTERNATIONAL CLUB (FOREIGN LANGUAGES)	5,473.81	640.00	640.00	135.00	135.00	5,978.81	1,571.85	4,406.96	
200 923W CLASS OF 2023	770.42	0.00	0.00	0.00	0.00	770.42	0.00	770.42	
200 924C CENTRAL INTERMEDIATE STUDENT COUNCIL	3,478.87	0.00	0.00	333.32	3,751.92	273.05-	2,240.39	2,513.44-	
200 924H STUDENT COUNCIL	13,599.29	15,789.00	19,397.00	3,723.59	10,302.69	22,693.60	10,129.33	12,564.27	
200 924I ISHAM STUDENT COUNCIL	529.79	0.00	0.00	0.00	0.00	529.79	0.00	529.79	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
200 924M WADSWORTH MIDDLE STUDENT COUNCIL	575.12	0.00	0.00	0.00	0.00	575.12	0.00	575.12	
200 926H D. E. C. A.	1,174.58	240.00	2,777.00	1,561.30	1,859.38	2,092.20	15,410.20	13,318.00-	
200 928H C.B.I.P.	179.82	0.00	0.00	0.00	0.00	179.82	0.00	179.82	
200 930H GRIZZLY GRIND COFFEE CLUB	0.00	230.95	230.95	0.00	0.00	230.95	107.94	123.01	
200 931H MEDIA COMMUNICATIONS WHS	566.76	0.00	0.00	0.00	0.00	566.76	0.00	566.76	
200 945H AUTOMOTIVES	617.50	408.00	408.00	975.00	975.00	50.50	0.00	50.50	
200 946H CARPENTRY	2,657.32	0.00	0.00	0.00	0.00	2,657.32	0.00	2,657.32	
200 952C MIDDLE SCHOOL DRAMA/ MUSICAL CLUB	7,351.31	420.00	420.00	75.00	839.84	6,931.47	7,395.00	463.53-	
TOTAL FOR Fund 200 - STUDENT MANAGED ACTIVITY:	46,574.07	21,467.07	31,746.67	6,928.21	23,472.16	54,848.58	63,428.71	8,580.13-	
300 0000 WHS ATHLETICS	31,308.40-	19,994.00	114,221.27	9,154.49	80,036.62	2,876.25	90,307.70	87,431.45-	
300 900A WHS ATHLETICS: BENEFIT GAMES/COMM SERVICE	0.95	0.00	0.00	0.00	0.00	0.95	0.00	0.95	
300 900H WHS BAND UNIFORM REPLACEMENT	69,993.49	0.00	0.00	0.00	0.00	69,993.49	0.00	69,993.49	
300 900R WHS ATHLETICS-ROTARY	1,108.84-	3,859.00	6,400.75	578.00	3,119.75	2,172.16	50,074.00	47,901.84-	
300 902H WHS JOURNALISM / BRUIN FUND	4,652.51	1,075.00	4,778.00	432.66	432.66	8,997.85	13,103.55	4,105.70-	
300 910H WHS DRAMA FUND	12,052.86	0.00	0.00	1,741.64	2,495.45	9,557.41	13,067.53	3,510.12-	
300 911M WMS FISHING CLUB	157.36	0.00	0.00	0.00	0.00	157.36	0.00	157.36	

Fund #	Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
300	917H WHS MUSIC-INSTRUMENTAL	1,476.97	0.00	500.00	0.00	449.00	1,527.97	299.00	1,228.97	
300	918H WHS MUSIC-VOCAL GENERAL CHOIR	5,363.30	20,402.00	30,174.95	11,706.98	22,529.67	13,008.58	18,681.82	5,673.24-	
300	918M WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT	2,298.56-	29,963.51	34,710.51	23,831.79	26,970.26	5,441.69	7,074.28	1,632.59-	
300	918S WHS SHOW CHOIR	1,715.88	1,559.68	1,559.68	0.00	0.00	3,275.56	0.00	3,275.56	
300	950M ATHLETICS: WMS "CAMP" ACCOUNT ALL SPORTS	827.00	0.00	0.00	124.10	124.10	702.90	0.00	702.90	
300	9511 ATHLETIC CAMPS: BASEBALL	4,382.24	0.00	0.00	0.00	2,043.58	2,338.66	0.00	2,338.66	
300	9512 ATHLETIC CAMPS: BOYS BASKETBALL	10,315.91	0.00	0.00	242.00	2,940.06	7,375.85	2,625.64	4,750.21	
300	9513 ATHLETIC CAMPS: B SOCCER	300.00	0.00	12.00	0.00	0.00	312.00	0.00	312.00	
300	9516 ATHLETIC CAMPS: FOOTBALL	22,407.60	700.00	25,893.00	1,241.00	37,311.04	10,989.56	8,144.15	2,845.41	
300	9523 ATHLETIC CAMPS: CROSS COUNTRY	1,025.65	0.00	0.00	124.10	124.10	901.55	450.00	451.55	
300	9528 ATHLETIC CAMPS: WRESTLING	1,884.20-	605.00	605.00	0.00	0.00	1,279.20-	4,669.45	5,948.65-	
300	9532 ATHLETIC CAMPS: GIRLS BASKETBALL	21,130.92	4,411.00	6,486.00	840.00	4,137.68	23,479.24	3,966.10	19,513.14	
300	9534 ATHLETIC CAMPS: SOFTBALL CAMP	741.78	0.00	790.00	0.00	90.00	1,441.78	0.00	1,441.78	
300	9535 ATHLETIC CAMPS: VOLLEYBALL	7,577.29	0.00	122.50	1,631.69	4,267.52	3,432.27	645.00	2,787.27	
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	4,422.52	0.00	1,922.00	0.00	2,448.95	3,895.57	1,872.00	2,023.57	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
300 9553 ATHLETIC CAMPS: CHERLEADING	11,058.68	0.00	3,178.00	0.00	8,790.56	5,446.12	376.29	5,069.83	
300 9555 ATHLETIC CAMPS: WMS CHEER	3,322.82	0.00	0.00	0.00	2,117.96	1,204.86	46.28	1,158.58	
300 988H WHS YEARBOOK/WHISPERER FUND	20,959.12	1,745.00	2,225.00	342.50	5,886.55	17,297.57	11,460.95	5,836.62	
TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:	168,279.85	84,314.19	233,578.66	51,990.95	206,315.51	195,543.00	226,863.74	31,320.74-	
401 9018 AUX SERVICES FY 2018 SACRED HEART	2,776.69	0.00	0.00	0.00	7,824.15	5,047.46-	0.00	5,047.46-	
401 9019 AUX SERVICES FY19: SACRED HEART	0.00	0.00	55,785.87	12,055.13	53,990.63	1,795.24	120,608.64	118,813.40-	
TOTAL FOR Fund 401 - AUXILIARY SERVICES:	2,776.69	0.00	55,785.87	12,055.13	61,814.78	3,252.22-	120,608.64	123,860.86-	
451 9019 ONENET: FY19	0.00	7,200.00	7,200.00	0.00	0.00	7,200.00	0.00	7,200.00	
TOTAL FOR Fund 451 - DATA COMMUNICATION FUND:	0.00	7,200.00	7,200.00	0.00	0.00	7,200.00	0.00	7,200.00	
499 9017 OHIO CAREER COUNSELING GRANT: FY2017	27,857.51	0.00	0.00	671.54	4,115.42	23,742.09	1,577.86	22,164.23	
499 9018 SECONDARY TRANSITION STUDENT W/ DISABILITIES	0.00	1,972.00	1,972.00	761.04	1,972.00	0.00	0.00	0.00	
TOTAL FOR Fund 499 - MISCELLANEOUS STATE GRANT FUN	27,857.51	1,972.00	1,972.00	1,432.58	6,087.42	23,742.09	1,577.86	22,164.23	
516 9018 IDEA-B FED GRANT FY 2018	5,297.58	0.00	0.00	0.00	92,259.37	86,961.79-	0.00	86,961.79-	
516 9019 IDEA-B FED GRANT FY 2019	0.00	0.00	0.00	67,573.37	181,903.89	181,903.89-	36,289.55	218,193.44-	
516 919R IDEA-B RESTORATION GRANT FY2019	0.00	0.00	0.00	14,190.27	21,285.40	21,285.40-	0.00	21,285.40-	
TOTAL FOR Fund 516 - IDEA PART B GRANTS:	5,297.58	0.00	0.00	81,763.64	295,448.66	290,151.08-	36,289.55	326,440.63-	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
524 9018 CARL PERKINS FY 2018								
0.00	0.00	0.00	0.00	181,443.28	181,443.28-	0.00	181,443.28-	
524 9019 CARL PERKINS: FY 2019								
0.00	0.00	0.00	14,024.07	35,061.82	35,061.82-	0.00	35,061.82-	
TOTAL FOR Fund 524 - VOC ED: CARL D. PERKINS - 198								
0.00	0.00	0.00	14,024.07	216,505.10	216,505.10-	0.00	216,505.10-	
572 9018 TITLE I: FY 2018								
0.00	0.00	0.00	0.00	65,734.21	65,734.21-	0.00	65,734.21-	
572 9019 TITLE ONE FY 2019								
0.00	0.00	0.00	34,018.07	84,736.55	84,736.55-	0.00	84,736.55-	
TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE								
0.00	0.00	0.00	34,018.07	150,470.76	150,470.76-	0.00	150,470.76-	
590 9018 IMPRV. TEAC. QUALITY GRANT								
1,969.59	0.00	0.00	0.00	10,251.06	8,281.47-	0.00	8,281.47-	
590 9019 TITLE II-A SUPP EFF INST FY 19								
0.00	0.00	0.00	7,295.54	18,240.11	18,240.11-	2,455.66	20,695.77-	
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:								
1,969.59	0.00	0.00	7,295.54	28,491.17	26,521.58-	2,455.66	28,977.24-	
599 9018 IV-A STUDENT SUPPORT GRANT FY18								
0.00	0.00	0.00	0.00	10,000.00	10,000.00-	0.00	10,000.00-	
TOTAL FOR Fund 599 - MISCELLANEOUS FED. GRANT FUND								
0.00	0.00	0.00	0.00	10,000.00	10,000.00-	0.00	10,000.00-	
GRAND TOTALS:								
33,335,170.30	4,339,624.39	51,182,211.92	4,199,138.01	44,250,195.53	40,267,186.69	6,255,795.16	34,011,391.53	

WADSWORTH CITY SCHOOL DISTRICT
MONTHLY FINANCIAL UPDATE
OCTOBER 2018

General Fund
Budget to Actual Report

	FY 2019 Budget	FY 2019 Actual to Date	Variance	Variance %	Target %
Beginning Cash Balance	**$ 15,484,428**	**$ 15,484,428**			
Total Revenue	**$ 50,486,131**	**$ 23,095,118**	**$ (27,391,013)**	**45.7%**	33.3%
Expenditures:					
Salaries and Wages	$ 27,446,648	$ 9,066,513	$ (18,380,135)	33.0%	34.62%
Employee Fringe Benefits	$ 10,220,312	$ 3,448,934	$ (6,771,378)	33.7%	33.3%
Purchased Services	$ 6,833,138	$ 1,933,237	$ (4,899,901)	28.3%	33.3%
Supplies and Materials	$ 1,929,846	$ 575,885	$ (1,353,961)	29.8%	33.3%
Capital Outlay	$ 724,549	$ 279,885	$ (444,664)	38.6%	33.3%
HB 264 Payments	$ -	$ -	$ -		
Other	$ 446,278	$ 211,765	$ (234,513)	47.5%	33.3%
Transfers/ Advances out	$ 50,000	$ -	$ (50,000)	0.0%	33.3%
Total Expenditures	**$ 47,650,771**	**$ 15,516,220**	**$ (32,134,551)**	**32.6%**	33.3%
Revenue over (under) Expenditures	**$ 2,835,360**	**$ 7,578,898**			
Ending Cash Balance	**$ 18,319,788**	**$ 23,063,326**			
Encumbrances		**$ 4,630,168**			42.28%
Available Unencumbered Balance		**$ 18,433,158**			

Financial Summary - All Funds

Cash Flow Summary:

Total Revenue Current Month All Funds	**$ 4,339,624.00**
Total Expenditures Current Month All Funds	**$ 4,199,138.00**
Total Month End Cash Balance	**$ 40,267,186.69**

Appropriation Summary:

Total Appropriations Current Year All Funds	**$ 92,815,790.71**
Prior Fiscal Year Carryover Encumbrances	**$ 1,546,799.37**
Total Available All Funds	**$ 94,362,590.08**
Fiscal Year To Date Expenses All Funds	**$ 44,250,195.53**
Fiscal Year To Date % expended All Funds	**46.9%**