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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, JULY 8, 2019, 7:00 p.m.
JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Appointment of Treasurer Pro Tem

IV. Roll Call

V. Motion for Approval and Signing of Minutes

VI. Administrative Discussion Items, Presentations, and Updates

A. Carpentry House Auction on July 30, 2019, at 6:29 p.m.
B. Strategic Plan 2016-2020 Progress Update
C. Central Intermediate School Committee Meeting
D. Safe Routes to School Grant Project
E. Advertising and Sponsorship Opportunities
F. Administrative Guideline Revision Process

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education if he/she does not already have the said license.)

    a) Deena Keller, Certified Teacher
    b) Classified substitutes, per attached list
    c) Supplemental contracts, per attached list

2. Recommendation to extend Alexandra Zwisler's unpaid leave through January 26, 2020

3. Recommendation to grant unpaid leave to Justine Cianchetti from the end of her allowable sick leave through February 2, 2020

B. ACTION CONSENT ITEMS

1. Recommendation to approve the Memorandum of Understanding between the Medina County Alcohol, Drug Addiction and Mental Health Board and the Wadsworth City School District Board of Education for the period of July 1, 2019 through June 30, 2020

2. Recommendation to approve the Medina County Schools ESC Special Needs Transportation Proposal for the 2019-2020 school year

3. Recommendation to approve the Tri-County Educational Service Center Title III Consortia Memorandum of Understanding between the Tri-County Educational Service Center and the Wadsworth City School District Board of Education for the 2019-2020 school year

4. Recommendation to approve the WeVideo Subscription Agreement for the 2019-2020 school year

5. Recommendation to approve the Agreement between the Wadsworth Salvation Army and the Wadsworth City School District Board of Education for the period of June 16, 2019 through June 15, 2020

6. Recommendation to approve the Kidslink School District Contract between Kidslink School, LLC and the Wadsworth City School District Board of Education for the period of September 1, 2019 through August 31, 2020

7. Recommendation to approve the Agreement between Evolve Academy of Medina City School District and the Wadsworth City School District Board of Education for the 2019-2020 school year

8. Recommendation to approve the Contract between Lewis Land Professionals, Inc. and the Wadsworth City School District Board of Education

9. Recommendation to approve the June 30, 2019 high school wrestling overnight trip to 10500 Rischel Road, Wadsworth, OH 44281

10. Recommendation to approve the revised 2019-2020 school calendar

11. Recommendation to set the preschool supervisor substitute rate of pay at $244 per day

12. Recommendation to approve two (2) Contracts for Non-Handicapped Open Enrollment Pupils with the Barberton City Board of Education

13. Recommendation to approve a first reading of the revised board of education policies:

    a) 3120, Employment of Professional Staff
    b) 3120.01, Job Descriptions
    c) 3121, Criminal History Record Check

d) 3160, Physical Examination
e) 3170, Substance Abuse
f) 3211, Whistleblower Protection
g) 3243, Professional Meetings
h) 3362.01, Threatening Behavior Toward Staff Members
i) 3440, Job-Related Expenses
j) 4120, Employment of Classified Staff
k) 4120.01, Job Descriptions
l) 4120.04, Employment of Substitutes
m) 4160, Physical Examination
n) 4162, Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety-Sensitive Functions
o) 4211, Whistleblower Protection
p) 4362.01, Threatening Behavior Toward Staff Members
q) 4440, Job-Related Expenses

14. Recommendation to approve the Community Reinvestment Area Compensation Agreement between the City of Wadsworth, the Strand Company LTD, and the Wadsworth City School District Board of Education

15. Recommendation to approve the high school choir overnight trip to the Show Choir Camps of America at Heidelberg University from July 8-13, 2019

16. Recommendation to approve the ITPro.TV Terms & Conditions of Use

17. Recommendation to approve the G2K Cinderella License Agreement

18. Recommendation to approve the Extended Service Agreement with Daktronics, Inc. for the period of August 13, 2019 through August 12, 2020

19. Recommendation to approve the Services Agreement between WORKS International, Inc. and the Wadsworth City School District Board of Education for the period of July 9, 2019 through July 8, 2021

C. PERSONNEL ITEM

1. Margot Gibson-Costello, Preschool Supervisor Substitute

VIII. Items of the Treasurer

A. ACTION CONSENT ITEMS

1. Recommendation to accept the June financial report 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 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
July 8, 2019

Classified Substitutes

Denise Clark
Jennifer Lanhey

Supplementals

Sam Piehl	WMS Band Director
Samantha Quallich	WMS Choir Director
Vicki Fugate	Science/STEM Club Co-Advisor (50% contract)
Karen Lapidakis	Science/STEM Club Co-Advisor (50% contract)
Colleen Gazy	Chess Club Advisor
Aaron Austin	STEM Camp Instructor, eff. 6/24/2019
Crystal Hamm	STEM Camp LPN, eff. 6/24/2019
Erin O'Shaughnessy	Extended School Year (60 hours), eff. 6/18/2019
Beth Beal	Extended Service (42.25 hrs.)
Jennifer Manos	Extended Service (42.25 hrs.)
Chelsea Duty	WHS Summer School C.A.C. Instructor, eff. 7/5/2019
Robert Gardner	9th Grade Asst. Football Coach (Volunteer)

VI. Administrative Discussion Items, Presentations, and Updates

A. Carpentry House Auction: The house built by the 2018-2019 senior carpentry class will be available for purchase at an auction on Tuesday, July 30, 2019 at 6:29 p.m. The house is located at 153 Pine St., Wadsworth, OH 44281.

B. Strategic Plan 2016-2020 Progress Update: An update on our progress toward the goals outlined in our Strategic Plan 2016-2020 is provided below:

Area:	Goal	Update:
Curriculum/ Instruction/ Assessment	Gifted Services	Action Step (A): A group of teachers and administrators finished a program at the College of William & Mary. They received their gifted endorsement from the Ohio Department of Education. With more teachers holding the gifted endorsement, our principals are able to get more creative and deliberate with how they schedule gifted services. Action Step (B): Michele Evans, Pepper Bates and a group of middle and high school science teachers created a compacted science curriculum that allows certain middle school students to take two (2) years' worth of science in 7th grade and physical science for high school credit in 8th grade. This started in the fall of 2016. Action Step (C): We continue to utilize grade-level acceleration and subject-level acceleration where it is determined to be appropriate for a student. The number of students utilizing College Credit Plus continues to grow. Action Step (D): Michele Evans continues to work with our administrators and teachers to ensure that the needs of our gifted students are aligned with our staffing levels district-wide.
Curriculum/ Instruction/ Assessment	Services for Students who Struggle Academically	Action Steps (A)-(C): Our Academic Council engaged in conversation and research on this topic. As a result of this work we implemented teacher collaboration time at the middle and high schools in the fall of 2016. RtI training was completed for

		building chairs. After careful review of our current RtI process and work completed by our Academic Council and RtI chairs, new procedures were put in place in the fall of 2018. Lincoln Elementary School became school-wide for Title 1 in the fall of 2016, and all remaining Title 1 eligible buildings became school-wide in the 2018-2019 school year. Tutors were placed in all buildings (including those that are not Title 1 eligible), and the position of Coordinator of Testing, Assessment and Data was created (formerly called the Gifted and Instructional Assessment Coordinator).
Curriculum/ Instruction/ Assessment	Curricular Review/Fine Arts	The Curricular Review/Fine Arts Committee recommendations can be found on the March 11, 2019 board of education meeting agenda detail sheet by clicking here. The recommendations will be implemented, beginning in the 2019-2020 school year.
Curriculum/ Instruction/ Assessment	STEM Pathway	Action Step (A): Training in problem-based learning and design strategies has occurred for teachers in grades K-12. Action Step (B): An exploratory computer science class was added in 2016 at the high school. The course provides an opportunity for students in grades 9 & 10. AP Computer Science was added in the fall of 2017 as well as Advanced Engineering and Programming A, Advanced Engineering and Programming B, and Architectural Design and Engineering Graphics. In addition, a computer teacher was added to the staff at CIS at the beginning of the 2017-2018 school year.
Curriculum/ Instruction/ Assessment	Curriculum Alignment with Ohio's Learning Standards and Our Curricular Materials	This has been an ongoing process that has followed our textbook adoption cycle.
Facilities/ Safety/ Security/ Transportation	Plan for CIS	Action Steps (A)-(C): The CIS Committee was formed and met for the first time in November of 2016. They recommended an outside company complete an analysis of the building. The board of education agreed, and the analysis was completed in May of 2017. The committee made a final recommendation to the board of education in November of 2017. The meeting minutes, building

		and cost analysis, recommendation and other supporting documents can be found by clicking here. Action Steps (D)-(E): The board of education established a process for community feedback on the CIS Committee's recommendation (survey and public forum meetings), and, ultimately, voiced support for the CIS Committee's recommendation in April of 2018. As of June 27, 2019, we are still working through our process with the Ohio Facilities Construction Commission (OFCC), which has been difficult. In order to receive information we have been requesting for an extended period of time, we had to involve our legal counsel to work with OFCC legal counsel. While the legal process continues with the OFCC, the CIS Committee will reconvene in the summer of 2019 to discuss how the possibility of no state financial assistance impacts the recommendation they previously made to the board of education in November of 2017. The year 2025 continues to be the timeline for completion of whatever is ultimately decided by the board of education as the solution to address the issues with the current CIS building.
Facilities/ Safety/ Security/ Transportation	Safety Plans	Action Steps (A)-(B): Safety plans for each building were updated and approved by the Department of Homeland Security in 2018. The security camera systems have been updated at Franklin Elementary School, Lincoln Elementary School, Central Intermediate School and Wadsworth Middle School. The updating of the system at the Charles R. Parsons Administration Building remains to be completed. In addition, security enhancements identified through discussion with the Wadsworth Police and Fire Departments and the community forum on safety in March of 2018 were implemented.
Facilities/ Safety/ Security/ Transportation	Multipurpose Facility	Action Steps (A)-(D): The committee made their recommendation, and the board approved a final design in March of 2017. Construction of the facility was completed in December of 2017.
Facilities/ Safety/ Security/	Maintain Building and Grounds While Remaining	We continue to keep up daily with the needs of our buildings and grounds while planning long-term and remaining within our allocated budget.

Transportation	Within Our Budget	
Facilities/ Safety/ Security/ Transportation	Maintain our Transportation Fleet	Action Step (A): Our mechanics continue to utilize proactive and preventive measures in maintaining our transportation fleet, as evidenced by our success rate on our annual bus inspections by the State of Ohio Highway Patrol. Action Step (B): We continue to plan financially for the purchase of new buses/vehicles per our board-approved five (5) year financial forecast.
Facilities/ Safety/ Security/ Transportation	Transportation Policies	All transportation-related policies and administrative guidelines have been updated, and the policy revisions were Board-approved.
Faculty/Staff/ Student Personnel	Class Size Reduction	Action Step (A): The target for maximum number of students per teacher in grades K-2 were set at the following: twenty-five (25) for kindergarten and first grade and twenty-six (26) for second grade. Action Step (B): Three (3) additional teachers were hired, beginning in the 2016-2017 school year.
Faculty/Staff/ Student Personnel	Drug Prevention and Awareness Programs	Action Steps (A)-(C): A committee evaluated our programs to see what other districts do. As a result, we added a new curriculum called Too Good for Drugs. Our school district is an active participant in the Wadsworth Drug-Free Coalition. The Board approved random alcohol, drug and nicotine testing of students which began in the 2017-2018 school year. In addition, we implemented pre-employment drug testing in August of 2017.
Faculty/Staff/ Student Personnel	Delayed Start Time	Action Steps (A)-(C): At their March 2016 meeting, the board of education accepted the Delayed Start Time Committee's recommendation to not move forward with the concept but to allow the committee to continue to educate our community on the importance of sleep for adolescents.
Faculty/Staff/ Student Personnel	Continue to Attract and Retain Top Quality Faculty and Staff	Action Step (A): We continue to evaluate what we offer our faculty and staff in comparison to similar school districts. Action Step (B): We continue to offer professional

		development opportunities throughout the year, including adding additional professional development days throughout the year for our staff. In addition, a climate/culture survey was introduced to staff during the 2016-2017 school year and was used again during the 2017-2018 and the 2018-2019 school years. The board of education and administration have used the survey results to guide employee needs and changes in the way we operate and/or programs we offer.
Faculty/Staff/ Student Personnel	Evaluate Extracurricular Programs and Their Associated Costs	Action Steps (A)-(C): The Extracurricular Review Committee began and completed their work during the 2017-2018 school year. Their work resulted in a number of recommendations. Most of the recommendations will be implemented, beginning in the 2019-2020 school year. The recommendations can be viewed by clicking here.
Faculty/Staff/ Student Personnel	Align Staffing Levels to Areas of Greatest Need	Each year two (2) documents are created that guide the alignment of our staff to areas of greatest need. The documents are the Staffing Analysis and the Class Size and Enrollment Projection Analysis.
Finance	Enhance the Structure of the Grizzlies Community Foundation	The fundraising plan for the Foundation was created by the board that comprises the Foundation leadership. The plan entails one (1) large fundraising event each year, the first of which, a reverse raffle, was held on May 17, 2019. There are other smaller fundraising opportunities that the Foundation board has experimented with along the way, but the future sustainability of the Foundation will be tied to the yearly large-scale event. The following need to be thanked for their leadership in transforming our Foundation into an organization that was able to award its first grants for innovative education this past spring: Kristy Hayduk, Jason Marks, Julie Batey, Chris Roberts, Joe Magnacca, David Parish, Janie Parish, Michael Reynolds, Tom Stugmyer, Gabe Tudor, Jason Jurey, Steve Moore, Krista Jones, Matt Hulme, Ashley Marshall, Susan Hamblen, Cathy Tomsho, Jamie Bennett, Kelly Hall, Chris Maxwell, Mark Phelps, Zack Rollins, Wendy Lightfoot and Joe Snyder.
Finance	Pursue Grants that Align with the Goals of our	We continue to write and submit grants throughout the year. Notably, we have been awarded grants through the Arconic Foundation,

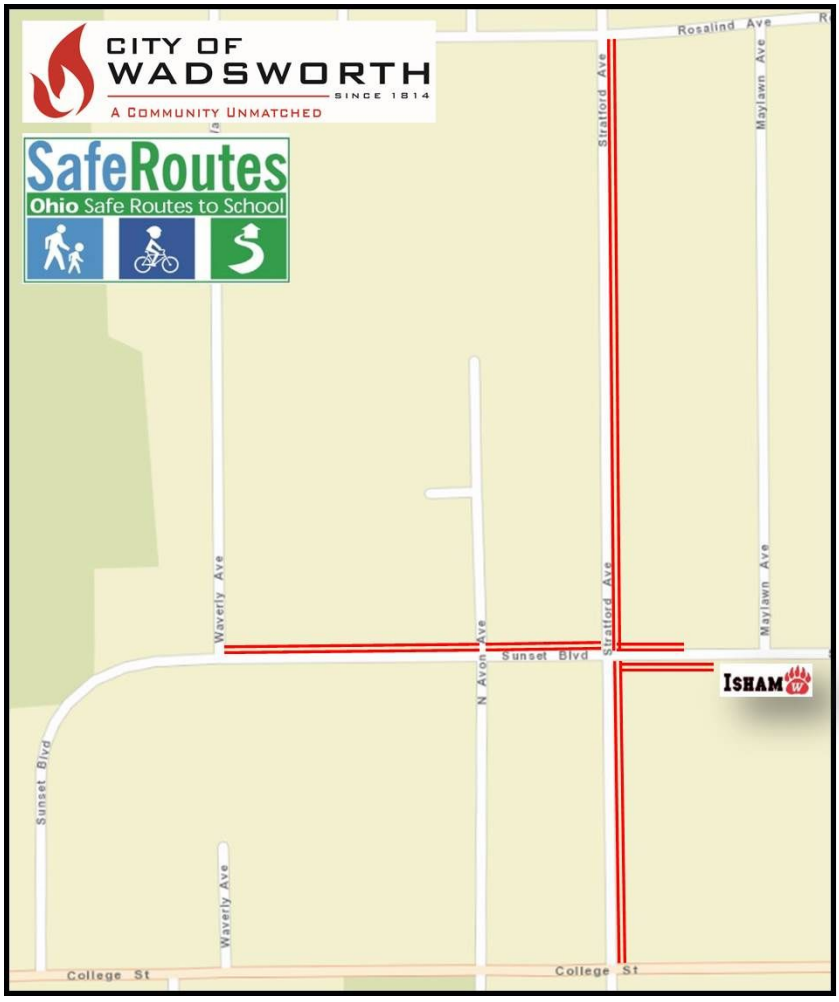
	School District	Martha Holden Jennings Foundation and SME Prime, to name a few.
Finance	Maintain Financial Credibility	Action Step (A): Twice a year our treasurer recommends board approval of our five (5)-year financial forecast. The current forecast can be found by clicking here. Action Step (B): Each year our district goes through an audit process, as required by law. In recent years, this audit process has been completed by the Auditor of State's Office. Our Treasurer's Office has received the Auditor of State award a number of years for their exemplary financial reporting. Audit results can be found by clicking here. Action Step (C): The Treasurer's Office has provided updates to our board and community through a variety of methods, including our website (click here) and our annual State of Our Schools address. Action Step (D): The benchmark reports through the Ohio Department of Education can be found by clicking here.
Finance	Continue to Evaluate All Areas of Operation for Cost Saving Measures	Action Steps (A)-(B): We continue to address cost containment, efficiency and value by receiving multiple quotes for work that needs to be completed and through participation in purchasing groups. Staffing levels are continually evaluated to make sure they align with district needs.
School/ Community Relations	Communication	An evaluation of our district communication methods occurred. Similar school districts (as determined by ODE) were contacted to gather ideas on how they communicate with their school families and community. For the most part, the methods we utilize are either aligned with how the other districts communicate or are more numerous and varied when compared to the other districts.
School/ Community Relations	Continue to Have a Strong Presence in Community-Related Organizations	District personnel continue to be involved in many community organizations. In many cases, district personnel sit on the boards of the community organizations.
Technology	New Wireless	A new wireless system in each building is being

	System	installed during the summer of 2019. The system will be in place prior to the start of the 2019-2020 school year.
Technology	Phone System	The district phone system was replaced in the summer of 2016.
Technology	Fiber Optic Ring	Action Steps (A)-(C): Work continues on this analysis.
Technology	Interactive Whiteboards	Action Steps (A)-(B): We purchased 70" 4k LCD touch-enabled panels (TV's) to be mounted where the building smartboards were located. These panels were installed at Franklin and Lincoln Elementary Schools, Central Intermediate School, and Wadsworth Middle School.
Technology	Purchase Additional Client Devices/Purchase iPad Carts for Elementary (K-4) Schools	Enough client devices, iPads (grades pre-K through 1) and Chromebooks (grades 2-12) were purchased to allow a device for each student, beginning in the 2019-2020 school year. Students in grades 7-12 will be assigned a Chromebook that they will be able to use at school and home.
Technology	Install New Networking Switches at Isham, Overlook and Valley View Elementary Schools	Much of this work has already been completed. The work that remains will be finished with the installation of the new wireless system during the summer of 2019.
Technology	Study Instructional Software Currently in Use within our School District	Action Steps (A)-(B): A complete list of the instructional software in use has been completed and at the current time, the software on the list will continue to be utilized in future years.
Technology	Technology Standards for K-12	We are following the technology standards recently developed by the Ohio Department of Education.
Technology	Professional Development Opportunities	Professional development opportunities for staff are continually offered throughout each school year.
Technology	ITC Exploration	Action Steps (A)-(B): The ITC Committee recommended, and the board of education approved, switching from TCCSA to NEOnet, over a transition period beginning on July 1, 2017 and

		ending on July 1, 2018.
Technology	Student Information System Analysis	Action Steps (A)-(D): The committee finished their work and decided it was best to stay with DASL for now. The committee will review this decision again in the future.
Technology	District Website	Action Steps (A)-(C): The board of education approved a contract with SchoolPointe to redesign our website. The new website was launched in October of 2017.

C. Central Intermediate School Committee Meeting: The Central Intermediate School Committee will meet on Thursday, August 8, 2019, at 6:30 p.m., in the Charles R. Parsons Administration Building.

D. Safe Routes to School Grant Project: The Safe Routes to School sidewalk work began last month by Isham Elementary School. The bulk of the project ($250,000.00 of the $270,000.00 cost) is being paid for through a Safe Routes to School grant. The areas where sidewalk work is occurring is below.



E. Advertising and Sponsorship Opportunities: A listing of the advertising and sponsorship opportunities available within our school district can be found by clicking here.

F. Administrative Guideline Revision Process: The administrative guideline review process, written about extensively on the February 11, 2019 board of education meeting agenda detail sheet, continues. After careful review of the administrative guidelines and corresponding policies, the following recommendations are being made in relation to the administrative guidelines found in sections 3000, Professional Staff and 4000, Classified Staff:

Administrative Guidelines

3111A, Creating A Position (delete)
3111B, Verification of Employment Eligibility (delete)
3120A, Selection of Professional Personnel (delete)
3120B, Appointment of Personnel to Compensated Co-Curricular and Extra-Curricular Activities (delete)
3120C, Pre-Employment Interview Questions (delete)
3120E, Employment of Person Convicted Of A Crime (delete)
3120.01, Job Description (delete)
3120.04, Employment of Substitutes (delete)
3120.05, Employment of Summer School Staff (delete)
3121, Criminal History Record Check (delete)
3122, Nondiscrimination and Equal Employment Opportunity (keep as is)
3122B, Complaint Procedures for Nondiscrimination and Equal Employment Opportunity/Access (keep as is)
3122C, Comparative Analysis of Employment Related Provisions of ADA and Section 504 (delete)
3123A, Section 504/ADA- Prohibition Against Disability Discrimination in Employment (keep as is)
3123B, Section 504/ADA- Complaint Procedures Related to Disability Discrimination in Employment (keep as is)
3124A, Contracts (delete)
3124B, Request for Reduced Contract Period (delete)
3141, Resignation (delete)
3160A, Physical Examination (delete)
3160B, Tuberculosis Examination (delete)
3170A, Substance Abuse (delete)
3179, Professional Concerns (delete)
3211, Whistleblower Protection (delete)
3213, Student Supervision and Welfare (delete)
3220A, Evaluation of Staff (delete)
3231A, Political Activities (delete)
3242C, Six Questions for Determining the Effectiveness of Staff Development Programs (delete)
3243, Attendance at Educational Meetings (delete)
3270, Lesson Plans (delete)
3362, Anti-Harassment (delete)
3362A, Reporting Threatening Behaviors (delete)

3410, Pay Rates for Extended Substitutes (delete)
3419.01, Privacy Protections of Self-Funded Group Health Plans (keep as is)
3421, Federal Group Health Continuation (COBRA) (keep as is)
3430.01, FMLA Leave (keep as is)
3430.01A, Family Leave and Instructional Employees (keep as is)
3430.01B, FMLA Recordkeeping Requirements (keep as is)
3440A, Job Related Expenses (delete)
3440B, Use of Private Car for School Business (delete)
3440C, Use of School Vehicle for School Business (delete)
4111A, Creating a Position (delete)
4111B, Verification of Employment Eligibility (delete)
4120, Employment of Classified Staff (delete)
4120C, Pre-Employment Interview Questions (delete)
4120.01, Job Description (delete)
4120.04, Employment of Substitute Classified Staff (delete)
4121, Criminal History Record Check (keep as is)
4122, Nondiscrimination and Equal Employment Opportunity (keep as is)
4122B, Complaint Procedures for Nondiscrimination and Equal Employment Opportunity/Access (keep as is)
4122C, Comparative Analysis of Employment Related Provisions of ADA and Section 504 (delete)
4123A, Section 504/ADA- Prohibition Against Disability Discrimation in Employment (keep as is)
4123B, Section 504/ADA- Complaint Procedures Related to Disability Discrimination in Employment (keep as is)
4140, Resignation (delete)
4160A, Physical Examination (delete)
4160B, Tuberculosis Examination (delete)
4162A, Memorandum to CDL License Holders Regarding the District's Drug Testing Program (delete)
4162B, Handling of Test Results, Record Retention, and Confidentiality Maintenance of Records (delete)
4170A, Substance Abuse (delete)
4179, Staff Concerns (delete)
4211, Whistleblower Protection (delete)
4220, Evaluation (delete)
4362, Anti-Harassment (delete)
4362A, Reporting Threatening Behaviors (delete)
4419.01, Privacy Protections of Self-Funded Group Health Plans (keep as is)
4421, Federal Group Health Continuation (COBRA) (keep as is)
4430.01, FMLA Leave (keep as is)
4430.01B, FMLA Recordkeeping Requirements (keep as is)
4440A, Job-Related Expenses (delete)
4440B, Use of Private Car for School Business (delete)
4440C, Use of School Vehicle for School Business (delete)

VII. Administrative Items

A. PERSONNEL CONSENT ITEMS

1.(a) Deena Keller: Ms. Keller is being recommended to fill the new part-time elementary physical education teaching position that was included in the recommendations of the Curricular Review/Fine Arts Committee.

B. ACTION CONSENT ITEMS

1. **Medina County Alcohol, Drug Addiction and Mental Health Board Memorandum of Understanding (MOU):** The MOU between the Medina County Alcohol, Drug Addiction and Mental Health Board and the Wadsworth City School District Board of Education being recommended for approval details the arrangements of the $6,000.00 in grant funds paid to assist with the cost of the random testing of alcohol, drugs and nicotine of students at our middle and high schools. If approved, this would be the third year our district will receive funds from the Medina County Alcohol, Drug Addiction and Mental Health Board for this program.

2. **Medina County Schools ESC Special Needs Transportation Proposal:** The Medina County Schools ESC Special Needs Transportation proposal for the 2019-2020 school year being recommended for approval will allow students in our school district to receive transportation services through the Medina County Schools ESC, to meet the students' needs, as identified in their individual education programs (IEPs).

3. **Tri-County Educational Service Center Title III Consortia Memorandum of Understanding (MOU):** The MOU between the Tri-County Educational Service Center and the Wadsworth City School District Board of Education being recommended for approval will allow our district to join the Tri-County Title III consortia, as we have done in previous school years.

4. **WeVideo Subscription Agreement:** The WeVideo Subscription Assignment being recommended for approval will allow our school district to continue to utilize the WeVideo program at our middle school during the 2019-2020 school year.

5. **Salvation Army Agreement:** The Agreement between the Wadsworth Salvation Army and the Wadsworth City School District Board of Education being recommended for approval will allow the Salvation Army to continue to use space in the Charles R. Parsons Administration Building for student and adult programming from June 16, 2019 through June 15, 2020.

6. **Kidslink School District Contract:** The Kidslink School District Contract between Kidslink School, LLC and the Wadsworth City School District Board of Education being recommended for approval will allow a Wadsworth City School District student to receive services at Kidslink School during the 2019-2020 school year, per the student's individual education program (IEP).

7. **Evolve Academy of Medina City School District:** The Agreement between Evolve Academy of Medina City School District and the Wadsworth City School District Board of Education being recommended for approval will allow a Wadsworth City School District student to receive services at Evolve Academy

during the 2019-2020 school year, per the student's individual education program (IEP).

8. **Lewis Land Professional Inc. Contract:** The Contract between Lewis Land Professionals Inc. and the Wadsworth City School District Board of Education being recommended for approval will allow Lewis Land Professionals to create the bid book for the parking lot project at 274 Grandview Avenue/Art Wright Stadium.

10. **Revised 2019-2020 School Calendar:** The changes being recommended to the 2019-2020 school calendar involve State of Ohio end-of-course exams and end-of-first-sememster exams at the high school. The changes being recommended are as follows:

State of Ohio End of Course Exam Schedule:

February 25, 2020	ACT test for 11th grade students; no school for 9th, 10th and 12th grade students
March 31, 2020	Two-hour delayed start for 11th/12th grade students; 9th/10th grade students start at normal time and test
April 2, 2020	Two-hour delayed start for 11th/12th grade students; 9th/10th grade students start at normal time and test
April 17, 2020	Only students in Algebra 1 and Geometry report to school to test

First Semester Exam Schedule: High school students will only show up for periods where they have an exam scheduled.

December 18th
7:35 - 9:30 - Period 1 Exam
9:40 - 11:35 - Period 4 Exam
11:35 - 12:35 - Lunch/Academic Lab
12:40 - 2:34 - Make-up Exam

December 19th
7:35 - 9:30 - Period 2 Exam
9:40 - 11:35 - Period 6 Exam
11:35 - 12:35 - Lunch/Academic Lab
12:40 - 2:34 - Period 8 Exam

December 20th
7:35 - 9:30 - Period 3 Exam
9:40 - 11:35 - Period 7 Exam
11:35 - 12:35 - Lunch/Academic Lab
12:40 - 2:34 - Make-up Exam

13. **Revised Policies:** The board of education policies being recommended for a first reading are necessary to align our board policies with the administrative guideline changes written about in VI. F above.

14. **Community Reinvestment Area Compensation Agreement:** The Community Reinvestment Area Compensation Agreement being recommended for approval details the financial arrangements between the City of Wadsworth, the Strand Company LTD and the Wadsworth City School District.

16. **ITPRO.TV Terms & Conditions of Use:** The ITPRO.TV Terms & Conditions of Use being recommended for approval allows our technology department to access ITPRO.TV's on-demand instruction on all technology-related topics.

17. **G2K Cinderella License Agreement:** The G2K Cinderella License Agreement being recommended for approval will allow our middle school drama department to perform the play G2K Cinderella on November 8-9, 2019.

18. **Daktronics, Inc. Extended Service Agreement:** The Extended Service Agreement with Daktronics, Inc. being recommended for approval will extend the warranty on the scoreboard at Art Wright Stadium through August 12, 2020.

19. **WORKS International, Inc. Services Agreement:** The Services Agreement between WORKS International, Inc. and the Wadsworth City School District Board of Education being recommended for approval will allow our school district to utilize the employee training courses offered through Public School Works. The courses are designed to keep school districts in compliance with the trainings required by Ohio Revised Code and other best practices.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting Date: June 27, 2019

The Wadsworth City Board of Education met in Special Session on Thursday, June 27, 2019, at 5:00 P.M. at the Charles R. Parsons Administrative Building, 524 Broad Street.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Kramer, McComas. McDougal
Absent	Gordon
Administrators	**2**
Staff	**0**
Visitors	**7**

19-6-52 **APPROVAL OF BOARD MINUTES**

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

Regular June 10, 2019

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

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES:

A. Discussion on the process of giving diplomas at WHS Graduation.

ADMINISTRATIVE ITEMS:

19-6-53 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **McComas**, to adopt the Personnel Consent Items from the June 27, 2019, Special Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Resignations

a)	James Merlo	Boys' Reserve Golf Coach	
b)	James Memmer	Reserve Softball Coach	
c)	Tyler Just	Exempt Hourly Employee	(eff. 07/12/19)

2. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education by July 1, 2019, if he/she does not already have the said license.)

a)	Jill Carpenter Miller	Certified Teacher
b)	Amanda Henthorn	Certified Teacher
c)	Katherine Coleman	Certified Teacher
d)	Ashley Heffinger	Certified Teacher

e) Supplemental Contracts

Joseph Shalala	STEM Camp Instructor	
Emily Myers	Var. Volleyball Asst. Coach	(eff. 07/12/19)
Beth Lawrence	WMS Math Dept. Head	
Amy Clark	WMS Science Dept. Head	
Kate Goodrich	WMS English Dept. Head(50% Contract)	
Joseph Snyder	WMS English Dept. Head(50% Contract)	
Jen Thomas	Special Education Dept. Head	
Elizabeth Davis	WMS Newspaper (50% Contract)	
Caren Schurbb	WMS Newspaper (50% Contract)	

3. Recommendation to approve an additional 21 hours of extended service to the following counselors (previous extended service hours approved at June 10 Board of Education meeting):

a)	Lauren Ross	(revised total - 111 hours)
b)	Laurie Freund	(revised total - 87 hours)
c)	Jodie McInnes	(revised total - 87 hours)
d)	Kelly Rapp	(revised total - 99 hours)

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

19-6-54 Upon the recommendation of Superintendent Hill, the motion was made by **McDougal**, seconded by **Batey**, to adopt the Action Consent Items from the June 27, 2019, Special Meeting, as presented:

B. **ACTION CONSENT ITEMS**

1. Recommendation to accept an $875 donation from the All-Sports Boosters.

2. Recommendation to approve the following Memorandums of Understanding with the Wadsworth Education Association:

   a) Carpentry (Additional Work Hours for Chris Kallai)
   b) WMS Assistant Football Coaches

3. Recommendation to approve the Standard Terms and Conditions with Business Communication Specialists. **(ATTACHED)**

4. Recommendation to approve the Terms and Conditions with Dramatic Publishing. **(ATTACHED)**

5. Recommendation to approve the Services Agreement with Dynamic Measurement Group. **(ATTACHED)**

6. Recommendation to approve the Event Contract with The Galaxy Restaurant and Banquet Center. **(ATTACHED)**

7. Recommendation to approve the Rental Contract with Scenic Backdrops by Kenmark. **(ATTACHED)**

8. Recommendation to approve the Standard Terms and Conditions with Palitto Consulting Services. **(ATTACHED)**

9. Recommendation to approve the Terms and Conditions with Perfect Power Wash (eff. June 12, 201). **(ATTACHED)**

10. Recommendation to approve the revised Salary Exempt Benefit Provisions Manual.

11. Recommendation to approve the 2019 Create 8.5 x 11 Contract with School Datebooks, effective June 12, 2019. **(ATTACHED)**

12. Recommendation to approve the License Agreement with TRW. **(ATTACHED)**

13. Recommendation to approve the Production Video License with TRW. **(ATTACHED)**

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

19-6-55 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **McComas**, to adopt the Personnel Item from the June 27, 2019, Special Meeting, as presented:

C. **PERSONNEL ITEM**

1. Employment

a) Chris Kallai — 21.5 additional work hours (Supplemental Contract)

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

ITEMS OF THE TREASURER

19-6-56 Upon the recommendation of Treasurer Beeman, the motion was made by **McComas**, seconded by **Batey**, to adopt the Action Consent Items of the Treasurer from the June 27, 2019, Special Meeting, as presented:

A. ACTION CONSENT ITEMS

1. Recommendation to approve the FY2019 Advance and Transfers Report. **(ATTACHED**

2. Recommendation to make amendments to the FY19 Certificate of Revenue. **(ATTACHED**

3. Recommendation to adopt Final FY19 Appropriations. **(ATTACHED**

4. Recommendation to approve the Initial FY20 Certificate of Revenue. **(ATTACHED**

5. Recommendation to adopt Temporary FY20 Appropriations. **(ATTACHED**

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

ADJOURNMENT

19-6-57 The motion was made by **Batey**, seconded by **McComas**, to adjourn at **5:44** p.m.

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

(Signed)_____
Linda Kramer, President

(Attested)_____
Douglas D. Beeman, Treasurer

Deena M. Keller

OBJECTIVE To obtain the position as a Physical Education Teacher for the Wadsworth CSD

EDUCATION

EMPORIA STATE UNIVERSITY, Emporia, Kansas
Master of Science, May 2014
GPA: 3.98/4.00
Major: ***Health, Physical Education and Recreation***

BALDWIN-WALLACE COLLEGE, Berea, Ohio
Bachelor of Arts, May 2010
GPA: 3.53/4.00
Major: ***Health and Physical Education***
Minor: ***Recreation***
PRAXIS: *Passed*- Health Content, Physical Education Content, and Principles of Learning and Teaching Praxis Tests

*Honors***:** Dean's List 2008 and 2009, Order of Omega and Gamma Sigma Alpha Honors Societies

PROFESSIONAL EXPERIENCE

SAINT BARTHOLOMEW, Cleveland, Ohio
Health and Physical Education Teacher, Fall 2018

- Created engaging physical education lessons for students K-8
- Organized numerous staff and student physical activity events
- Worked with the American Heart Association by developing activities and raising money for the Kids Heart Challenge.

ORANGE CITY SCHOOL DISTRICT, Pepper Pike, Ohio
Health and Physical Education Teacher, Fall 2011

- Created blog sites for grades K-5 to enhance communication with parents/guardians
- Developed creative lesson plans for K-5 students and adaptive physical education classes
- Implemented technology by receiving a grant for IPods, Wii gaming systems and Dance Dance Revolution sets
- Built a website for personal fitness class at the high school level using Google Sites

SAINT BARTHOLOMEW, Middleburg Heights, Ohio
Teacher Candidate for Health and Physical Education, Fall 2010

- Implemented developmentally appropriate skills for students in grade K-8
- Communicated challenging learning expectations to students by stating each objective at the beginning of class through and throughout each lesson
- Incorporated technology in the Health Education Classrooms

Deena M. Keller

COLUMBIA STATION CITY SCHOOL DISTRICT, Columbia Station, Ohio
Teacher Candidate for Health and Physical Education, Fall 2010

- Planned and instructed creative lesson plans for all students by using differentiated instruction
- Used various types of assessments to record student progression
- Built student and staff rapport by assisting and participating in the homecoming events for the school

COACHING EXPERIENCE

BEREA CITY SCHOOL DISTRICT, Berea, Ohio
JV Cheerleading Season and Competition Coach, April 2008-April 2014

- Teach cheerleading routines that cheerleaders performed for football and basketball games
- Assist the Varsity cheerleading coach in preparing the competition squad for their performances
- Promote school spirit by organizing activities and lead pep rallies

BEREA CITY SCHOOL DISTRICT, Berea, Ohio
Head Girl's Middle School Track Coach, March 2010-May 2012

- Lead warm-up routines for the boys and girls track team
- Create daily exercise schedule for both teams
- Record times and organize home track meets

RELATED EXPERIENCE

FOUNDER AND WRITER OF ABC Dee Learning

- Visit https://www.abcdeelearning.com
- Write creative and informative articles about teaching
- Teach parents how to teach their kids how to be physically active
- Explain techniques of teaching children about language arts, mathematics, science and more!

Memorandum of Understanding (MOU) for ADAMH Board Participation in the Wadsworth City School District Drug Testing Program

This Memorandum of Understanding ("MOU") is entered into as of the date the last party below executes the same and between the Medina County Alcohol, Drug Addiction and Mental Health Board (**"Board"**), and the **Wadsworth City School District.**

WHEREAS, the Wadsworth City School District recognizes that the use of alcohol and illicit drugs by students is a national problem, and with the support from the U.S. Supreme Court, the Wadsworth City School District is implementing this program of deterrence and identification, as a proactive approach to a truly safe and drug free school. Students using illegal drugs pose a threat to their own health and safety, as well as to that of other students; and

WHEREAS, **Wadsworth City Schools** has requested **$6,000** in grant funds from the **ADAMH Board** to pay for drug testing for Fiscal Year 2020, the period of July 1, 2019 through June 30, 2020; and

WHEREAS, the **ADAMH Board** has determined the drug testing program meets a significant need in the community and that it fits within our Board's prevention goals to identify youth in need, prevent use, and prevent overdose; and

NOW THEREFORE, the parties agree as follows:

1. **WADSWORTH CITY SCHOOL DISTRICT** RESPONSIBILITIES:

   a. Operate the drug testing program in accordance with the bylaws and policies attached as Exhibit A.
   b. Create a safe, drug free, environment for students and assist them in getting help when needed.
   c. Encourage students who use drugs to participate in drug treatment programs.
   d. Provide the **ADAMH Board** with an invoice requesting the grant funds.
   e. Provide the **ADAMH Board** with yearly statistics regarding the number of students drug tested and any other pertinent information.

2. **ADAMH BOARD** RESPONSIBILITIES:

   a. Provide FY2020 funding in an amount of **$6,000**, once invoiced and upon receipt of the adopted and effective Random Urine Drug Testing of Wadsworth City School District Students Bylaws and Policies.

_____ Date _____	_____ Date _____
Phillip Titterington,	Andrew Hill
Executive Director	Superintendent
Medina County ADAMH Board	Wadsworth City School District

Approved as to Form: _____ Date: 6/10/19

Medina County Prosecutor

Mail to:

Mr. Andrew Hill, Superintendent
Wadsworth City School District Administration Building
524 Broad Street
Wadsworth, Ohio 44281

Educational Service Center
of Medina County
"Stepping Up to Excellence"

The Educational Service Center of Medina County will be the leader in providing services and products that promote excellence in education.

TO: Special Needs Directors, Transportation Supervisors

FROM: April Johnson, Transportation Supervisor

Date: July 2, 2018

RE: New Billing Procedures for Student Transportation

The ESC has reformatted their billing for student transportation provided by the ESC of Medina County.

For Singular Student Routes:

- Any cancellation of transportation before 5:30 a.m. of the scheduled day will not be charged for that service day.
- Any cancellation of transportation made after 5:30 a.m. of the scheduled service day will be charged half a day of service.

For Multiple Student Routes:

- Multiple Students Routes will be handled as a route in itself. Meaning unless the entire route was cancelled, the Home School District will still be responsible for the cost of the scheduled service day price.

In the event of a calamity day:

- In the circumstance of a calamity day for the home school district or the attending school, the home school district will not be charged for mileage that day but will still be charged with Driver and/or Aide hours.

If you have any questions, please do not hesitate to contact me at:

330-723-6393 Ext: 147 or by email ajohnson@medinaesc.org

124 West Washington Street
Medina, OH 44256-2270

William J. Koran, Superintendent
Anthony L. Hatmaker, Treasurer

Phone: (330) 723-6393
Fax: (330) 723-0573
www.medina-esc.org

Special Needs Transportation Proposal
Medina County Schools ESC

6/27/2019

District Wadsworth City Schools

Student's Name [redacted]

Location From [redacted]

Location To 1 Park Circle, Westfield
222 S. Broadway St., Medina

	Yes	No
A.M.	X	
P.M.	X	
Pick-up	X	
Drop Off	X	
Aide Service		

Driver Fee	$ 16.50	Hour
Aide Fee	$ 16.50	Hour
Mileage Rate	$ 0.65	Mile

Mileage Portion of Route	Time Minutes	Miles
Pre-trip	15	
A	35	14.3
B	10	3.0
C	10	2.4
D	30	13.3
E	25	10.6
F	10	2.2
G		
Post-trip	15	
Total	2.50 Hours	45.8 Miles

Aide Hours

Cost:

Driver	$ 82.50
Aide	$ -
Mileage	$ 59.54
Daily Total	**$ 142.04**

2019-2020 School Year

My signature below signifies that I have reviewed this Transportation Proposal and agree to the amount quoted.

Signature

Date

Tri-County Educational Service Center Title III Consortia

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between Tri-County Educational Service Center (TCESC), located at 741 Winkler Drive, Wooster, Ohio 44691 and Wadsworth City School District, 524 Broad Street, Wadsworth, Ohio 44281.

Whereas Wadsworth City School District has received a Title III Federal Grant allocation for the 2019-2020 school year. The amount received is less than the required $10,000 for the individual district to receive the allocation in their Title III grant, and therefore, Wadsworth City needs to be part of a consortia to utilize their allocation and has elected to be a part of the Tri-County Educational Service Center Title III Consortia to achieve this end.

Both Wadsworth City consortia participant and Tri-County Educational Service Center fiscal agent shall execute due diligence to assure that the Title III Language Instruction for English Learners funds are expended properly.

Wadsworth City shall follow all of the federal and state guidelines in the use of their Title III Language Instruction for English Learners funds and provide Tri-County Educational Service Center with a request for reimbursement accompanied by detailed documentation for all expenditures.

Tri-County Educational Service Center acting as fiscal agent for the consortia shall reimburse Wadsworth City for eligible expenditures up to 98% of district's allocation; 2% of the allocation is retained by TCESC as the allowable fiscal management fee.

It is understood that during the course of any audit it is determined that the school's Title III Language Instruction for English Learner funds were not eligible for reimbursement and there is a finding for recovery,Tri-County Educational Service Center shall bill back to Wadsworth City the non-eligible amount, and the district shall pay that amount to the TCESC to satisfy the finding.

_____ _____

School/ District Treasurer Date

_____ _____

Tri-County ESC Treasurer Date

Fiscal Agent for Title III
Language Instruction for English Learners (ELs) Grant Consortium

(This form is to be completed and maintained in the fiscal agent's records annually.)

Fiscal Agent Information		
IRN#: 050526	District: Tri-County Educational Service Center	
Address 741 Winkler Drive	Superintendent: James J. Ritchie	
City: Wooster	Zip: 44,691	County: Wayne
Treasurer: Mary Workman	Treasurer Phone Number: (330) 345-6771	
Program Contact: Sandy Stebly/Jennifer Marrah	Program Contact Phone: (330) 345-6771	

Local Education Agency Agreement

The local education agencies indicated below are entering a consortium for the Title III, Language Instruction for English Learners funding with the entity listed above to serve as the fiscal agent. The signatures on this page assure that districts participating in consortia arrangements comply with all program responsibilities, regardless of consortia status.

IRN #	School District Name	Superintendent's Signature	Date	Treasurer's Signature	Date
044974	Wadsworth City SD				
IRN #	School District Name	Superintendent's Signature	Date	Treasurer's Signature	Date
IRN #	School District Name	Superintendent's Signature	Date	Treasurer's Signature	Date
IRN #	School District Name	Superintendent's Signature	Date	Treasurer's Signature	Date
IRN #	School District Name	Superintendent's Signature	Date	Treasurer's Signature	Date

Duplicate page if needed.

price quote/proposal

Date: 062519
Quote Expires: 7/25/2019

remit payment to

WeVideo Inc.
1975 W. El Camino Real - Suite 202
Moutain View, CA 94040
Fax: 408-819-9441
650-800-3403
ar@wevideo.com
po@wevideo.com

customer information:

Elizabeth Davis
Technology Teacher
edavis@wadsworthschools.org
3303351410
Wadsworth City SD
524 Broad St
Wadsworth, Ohio 44281

WeVideo Contact:
Loredana Ivan
loredana@wevideo.com

Notes:

Quantity	Product/Description	Unit Base Price	Unit Extended Price	Discount	Line Total
30 users	WeVideo for Schools Annual Subscription, multi-user license	$9.97 *(price per user)*	$9.9667 *(price per user)*	0.00%	$299.00
150 GB	Storage Capacity: 5 GB storage per user (aggregated)				included
1800 min/mo.	Export Capacity: 1 hr. publish time per user/per mo. (aggregated)				included
		$0.00	$0.00		$0.00
	Professional Development Options (teacher/tech training, onsite, online, etc.)				none selected
			$0		$0
			$0		$0
	Professional Development, 60 minutes, live online, Cohort of 20	$350			~~Included~~
30	Mobile App access for iOS and Android devices, all users	$2.99	included	100%	~~$89.70~~
				Subtotal	$299.00
	Please provide a copy of tax exempt certificate if applicable			**Tax (exempt?)**	
	Quote is valid for terms as stated above and below				
	All prices in United States Dollars ($)			**Total**	$299.00

SECTION I - term length and subscription term discount options (CHECK ONE):

[ ] Purchase 12 months/1 year subscription for 30 users - rate of: **$299.00**
[ ] Purchase 24 months/2 year subscription for 30 users - prepay: **$538.20** and save 10% on license*
[ ] Purchase 36 months/3 year subscription for 30 users - prepay: **$762.45** and save 15% on license*

**if pre-paying for multi-year license, please take amount above, then add any additional PD or optional items back into total. Or, contact your sales manger.*

SECTION II - is a purchase order required to send an invoice to Wadsworth City SD (CHECK ONE):

[ ] Yes, a school/district PO is required to invoice our school or district
[ ] No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

SECTION III - professional services

Yes, we are interested in professional development. Please add to your PO - or ask your sales manager to add to quote

[ ] Professional Development, full day, on site - **$3000**
[ ] Professional Development, two day, on site - **$5500**
[ ] Professional Development, 60 minutes, live online, Cohort of 20 - **$350** each

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sale representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

price quote/proposal page 2 of 2

school/district Wadsworth City SD

contact Elizabeth Davis

WeVideo contact: Loredana Ivan loredana@wevideo.com

ar@wevideo.com
sales@wevideo.com
Fax: 408-819-9441
Quote Expires: 7/25/2019

1975 West El Camino Real Suite 202
Moutain View, CA 94040
Ph: 650-800-3403

SECTION III - COMPLETE **ALL** FIELDS: **REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT**

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)
This is the person to whom the WeVideo account will be provisioned, whomever willbe the active license manager.

School/district name .....

WeVideo account admin/owner **Name**
(who will log-in/manage the WeVideo account) .....

Admin/owner **Email** .....

Job title/role .....

Phone Number .....

BILLING INFORMATION

Accounts Payable Contact .....

Accounts Payable Email .....

PROPOSAL ACCEPTANCE
School or district purchase approver

Signature .....

Date .....

Print Name .....

Print Title .....

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Print name	***Title***	***Authorized Signature***	***Date***

Proprietary & Confidential © 2018 All Rights Reserved

Wadsworth
City Schools

Administrative Offices

524 Broad Street, Wadsworth, Ohio 44281 Phone: 330-336-3571, Fax: 330-335-1313

June 26, 2019

Licutenant Mark Baggs
The Salvation Army
P.O. Box 300
Wadsworth, Ohio 44282

Dear Mark:

We are pleased to assist The Salvation Army by providing temporary space for your offices and programs. Per our discussion, our Board of Education has agreed to provide, rent-free, space at the Charles R. Parsons Administration Building for one year, commencing June 16, 2019 through June 15, 2020.

These are the building areas that you will be permitted to use:

- Two classrooms at the north end of the building
- Playground and green space immediately north of the building
- Designated parking, to be determined by us

The Salvation Army will be responsible:

- To provide cleaning and utility assistance
- To assume any phone charges/mail procedures and to cover any additional costs of operational or capital expenses

Please refer to our Facility Use and Rental Information document (available from the *Frequent Links* section of our District webpage). At the bottom of the document, a link is provided to an online rental form, which we ask that you complete and submit.

Please advise if clarification is needed for any of these areas or if you believe we have omitted anything.

Sincerely,

Andrew J. Hill, Ed.D.
Superintendent

/lg

KidsLink School
899 Frost Road
Streetsboro, OH 44241
330-963-8600
www.kidslinkohio.com

KIDSLINK SCHOOL DISTRICT CONTRACT

RECITALS

This Placement Contract (hereinafter "Agreement ") is made by and between the KidsLink School, LLC and Wadsworth School District. Both parties enter into this Agreement for the purpose of meeting the educational needs and providing the necessary services of the Individual Educational Plans of the student identified in section 3 below.

WHEREAS, Wadsworth School District agrees to purchase therapeutic services (hereinafter "placement') from KidsLink School for the student.

WHEREAS, KidsLink School is qualified and willing to provide services to the student.

AGREEMENT

Services:

The Wadsworth School District's team responsibility is to evaluate and provide the most up to date "ETR"and "IEP" prior to placement of the student. The district may contract with KidsLink School separately in order to assist with the assessment and comprehensive evaluation for an additional fee. Upon placement of the student, the district will continue to be responsible for the three year comprehensive "ETR" assessment.

KidsLink School shall provide a placement for the student to include individual weekly therapy in the areas of academics, direct therapies as listed in the IEP as well as behavior management. The development and implementation of the above services, being presented in an individualized education program "IEP", are the mutual responsibility of KidsLink School and The District. Excluded are any other services not mentioned in this contract.

There is a minimum of a 15 hour program development/initiation fee and up to 15 hour transition fee to assist with transition out of the program when the IEP team determines it is appropriate that is billed at the rate of $165 per hour. Additional hours beyond this described amount will be discussed by the team prior to accruing or billing for any of these hours.

KidsLink School's overall goal, where possible, is to transition students back to their home district per the IEP team support. With this goal in mind KidsLink would request access to general education student materials (i.e. books, curriculum and related supports) for the collaborating age/grade level of the student enrolled to appropriately prepare them to transition.

Upon placement of the student, the student and their family will operate under the KidsLink School policies and practices which include a heavy emphasis on behavior management.

Communication:

As part of KidsLink School's primary obligation to provide the most appropriate education to the student, communication between the family and KidsLink School is very important.

KidsLink School will be providing the family with daily communication notes, as well as quarterly reports pertaining to the progress of the child in his education. The family and the district may also request communication via email and phone calls at the discretion of the KidsLink School Staff. Observations of the classroom may be requested by the family and school district on a monthly basis (1 hour in length). The time and date of observations are at the discretion of the KidsLink School Staff. Additional home visits may be requested quarterly by the family.

Term: Placement shall begin September 1, 2019 and end August 31, 2020. Dates of services are identified by the adopted KidsLink School Calendar reflecting 200 days of services in the school year from 9/1/19 to 8/31/20. At any time, should either party under this agreement be dissatisfied with any services rendered, they have the right to withdraw from the agreement providing they submit a thirty (30) day notice, unless there are clear identified behaviors causing significant danger or injury to staff or students for which the district and the family has been aware of for at least 2 weeks

Program Staffing: KidsLink School reserves the right to determine the appropriate and suitable staffing personnel for the child. Any staff changes are at KidsLink's sole discretion and determination and without prior notice of any changes or decisions.

There can be no guarantees pertaining to the integrity or outcomes of services. KidsLink School cannot guarantee the effectiveness of the outcomes of the programming implemented, but will be sure to provide quarterly documentation of progress for review.

Compensation: The total amount per student is as follows:

[redacted]

- **$84,100.00/year**
- **$ 7,008.34/month**
- **$ 420.50/day**

Which will be billed in (12) installments of $7,008.34 beginning September 1, 2019. Invoices will be sent on the 15th of the previous month with payment due by the 15th of the month of service. There will be a $100 discount for payments postmarked by the 1st of each month. The final bill for this contract will be August 1st of 2020.

All checks shall be made payable to KidsLink School, LLC and be addressed to 899 Frost Road, Streetsboro, OH 44241.

Termination. Either party may terminate this Agreement at any time with 30 days written notice. Payment prior to services being provided is not a guarantee that this contract will continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual weeks of services provided.

Drafting of Agreement. Both parties contributed equally in the drafting of the Agreement.

Entire Agreement. This Agreement contains the entire agreement between both parties. Any and all amendments to this Agreement must be made in writing and signed by the two parties. The terms of any agreement between KidsLink and another party supersedes any other agreement that the other party has entered into with any other party.

Governing Law. This Agreement is made in Portage County Ohio and shall be governed by the laws of Ohio.

Jocelyn Heib /klm

KidsLink School, LLC – **DIRECTOR** Date 6/6/19

The Wadsworth School District's Representative Date
By:

201[illegible]20

KidsLink School Calendar

September 2019

Su	Mo	Tu	We	Th	Fr	Sa
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					

October 2019

Su	Mo	Tu	We	Th	Fr	Sa
		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		

November 2019

Su	Mo	Tu	We	Th	Fr	Sa
					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

December 2019

Su	Mo	Tu	We	Th	Fr	Sa
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				

January 2020

Su	Mo	Tu	We	Th	Fr	Sa
			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	

February 2020

Su	Mo	Tu	We	Th	Fr	Sa
						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

Su	Mo	Tu	We	Th	Fr	Sa
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				

April 2020

Su	Mo	Tu	We	Th	Fr	Sa
			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		

May 2020

Su	Mo	Tu	We	Th	Fr	Sa
					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						

June 2020

Su	Mo	Tu	We	Th	Fr	Sa
	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				

July 2020

Su	Mo	Tu	We	Th	Fr	Sa
			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	

August 2020

Su	Mo	Tu	We	Th	Fr	Sa
						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					

Federal holidays 2019/20

☐ **KidsLink Closed**

Sep 2, 2019	Labor Day	Dec 25, 2019	Christmas Day	May 25, 2020	Memorial Day
Oct 14, 2019	Columbus Day	Jan 1, 2020	New Year's Day	Jul 3, 2020	Indep. Day (obs.)
Nov 11, 2019	Veterans Day	Jan 20, 2020	Martin Luther King Day	Jul 4, 2020	Independence Day
Nov 28, 2019	Thanksgiving Day	Feb 17, 2020	Presidents' Day		

Evolve Academy
of
Medina City School District
222 South Broadway Street
Medina, Ohio 44256

P: 330-636-4213 **F: 330-636-4230**

To: Andrew Hill , Superintendent

From: John Leatherman, Principal, Evolve Academy, Medina City School District

Re: Agreement for Students Placed into the Evolve Academy of Medina City School District for 2019-20 School Year

Date: June 7th, 2019

Evolve Academy of Medina City School District appreciates the level of cooperation shown by the participating school districts through their continued support of this program by referring young people who are in need of the multi-layered services provided under the umbrella of Evolve Academy. This document will serve as the formal agreement between the specific school district named at the end of this document and the Medina City School District and indicates the agreement to the policies and procedures of student placement by both entities.

As a means of further clarifying the policies and/or procedures under which student placement will be made, the following information is provided for reference:

Placement into the Evolve Academy of Medina City School District
All referrals regarding placement into the Evolve Academy of Medina City School District are made to the Program Administrator. The Administrator will work with the sending school district to determine if placement is appropriate and if so, then schedule an intake meeting to begin the registration process and the update of the student's IEP.

Educational and Counseling Services
At the current time, the Medina City School District employs three full-time teachers to provide educational services at Evolve Academy. Evolve employs four full-time paraprofessionals and one full-time licensed therapist. Evolve Academy also has a fully licensed school psychologist on staff. The youth will participate in educational programming each day from 7:50 am to 2:05 pm, with a break during the day for lunch. Students will have the option of purchasing a lunch from the Medina City School District's school lunch program provided through Garfield Elementary School. Those students who qualify for free/reduced lunches will be able to complete paperwork to continue to qualify for that option.

Financial Obligations
Under provisions established in the Ohio Revised Code, the student's school district of residence will be financially responsible for tuition. In order to continue to provide excellent academic and counseling services, the Medina City School District, hereby enters into an agreement with the school district named below for the payment of tuition currently equal to $4,100.00 per month per full-time student. This rate can be adjusted annually to reflect the increase/decrease in operational expenses for the program. In addition to this contract, a signed contract addendum, indicating specific students' names, will be required in order to complete the process of student placement in the program.

This agreement has been entered into by:

_____

Superintendent Designee, Medina City School District Date

_____

Superintendent Designee, Wadsworth City Schools Date

Evolve Academy
of
Medina City School District
222 South Broadway Street
Medina, Ohio 44256

P: 330-636-4213 **F: 330-636-4215**

CONTRACT ADDENDUM
(Agreement for Admission of Specific Tuition Student to Evolve Academy of Medina City School District)

District of Attendance

The Medina City School District Board of Education (District of Attendance) hereby enters into a contract for admission of the student(s) listed below with the Wadsworth City Schools Board of Education (District of Residence) for educational purposes for the 2019/2020 school year.

The Wadsworth City Schools Board of Education (District of Residence) hereby agrees to pay the Medina City Schools' Board of Education (District of Attendance) an amount equal to $4,100.00 per month per full-time student listed below.

The Medina City Schools' Board of Education (District of Attendance) acknowledges that the student(s) listed below are not to be included in their ADM certification, but will be claimed in the ADM of the District of Residence. The Medina City School District does hereby accept the student(s) listed below into Evolve Academy on the terms and conditions listed in the Evolve Academy Agreement and this Addendum to that agreement.

	Name of Student	Address of Student
1.	[redacted]	[redacted]

DISTRICT OF SERVICE

District of Attendance Superintendent/Designee Signature Date

District of Attendance Treasurer/Designee Signature Date

DISTRICT OF RESIDENCE

District of Residence Superintendent/Designee Signature Date

District of Residence Treasurer/Designee Signature Date

LEWIS LAND PROFESSIONALS
INC.
Civil Engineering & Land Surveying

June 28, 2019

Dr. Andy Hill
Superintendent
Wadsworth City Schools
524 Broad Street
Wadsworth, OH 44281

Email: ahill@wadsworthschools.org

Re: Construction Administration Services for Art Wright Stadium
Parking Lot Addition and Park Drive widening / turn lane improvements
Wadsworth City Lot 1945 @ 274 Grandview Avenue

Dear Dr. Hill:

Thank you for the opportunity to provide you with the following proposal for professional services related to the above referenced project. Lewis Land Professionals, Inc. can begin working on your project in approximately 1 week after receiving a signed copy of this proposal granting authorization to proceed.

While we strive to obtain the desired outcome of each project for every client, Lewis Land Professionals, Inc. does not guarantee the success and/or approval of your project since we have no control over many events, decisions, regulations, and constraints that influence your project.

If the owner decides to terminate this agreement prior to the completion of the project, the owner agrees to pay Lewis Land Professionals for the actual time and materials worked on the project up to the time a written cancellation notice is received from the owner.

Wadsworth City Schools, collectively herein after referred to as "owners".

Item 1 – Construction Administration Services:
We will assist the owner with construction administration services including: prepare bid book that includes instruction to bidders; bid and construction documents (bid form, base bid schedule, alternate bid schedule, bid guaranty & contract bond, contractor's qualification statement, list of sub-contractors, certified copy of corporation resolution, contract bond, affidavit of non-delinquent taxes, drug-free workplace certification, notice of award, acceptance of award, owner-contractor agreement, substitution request form, notice to proceed, statement of claim form, contractor's payment application checklist, contractor's waiver & release agreement, and subcontractor's suppliers' waiver & release agreement);

general specifications; and detailed specifications. Periodic construction observation and final punch list inspection report will be provided.

Note: It is the owner's responsibility to have their legal counsel review and approve the construction contract documents provided as Lewis Land Professionals does not provide legal advice and is not responsible for the legality of the contents of the bid book.

The fee for Item 1 shall be: $2,700.00

The following items of work are not included, but can be provided by Lewis Land Professionals or coordinated with a sub-consultant:

a. Construction surveying;
b. Construction inspection;
c. Erosion control inspection;
d. Soil compaction testing;
e. Permit fees.

Additional services can be provided at the following standard rate schedule:

Standard Rate Schedule (Rates are subject to change).	
Professional Engineer	$105.00 per hour
Professional Surveyor	$105.00 per hour
Survey Tech	$74.00 per hour
Engineer Tech	$74.00 per hour
Survey Field Crew (3 man)	$204.00 per hour
Survey Field Crew (2 man)	$158.00 per hour
Survey Field Crew (1 man)	$115.00 per hour
Administrative	$53.00 per hour
Expert Witness	$158.00 per hour

Permits: Lewis Land Professionals, Inc. will provide application forms for permits for signature and submission by the Owner. The Owner shall pay permit fees.

Documents: Lewis Land Professionals, Inc. will provide all necessary documents, plans, and drawings on paper, vellum, or Mylar at the owner's request. Lewis Land Professionals, Inc. is the sole owner of the electronic files created to produce the necessary documents, plans and drawings and is not required to provide copies in electronic format. Lewis Land Professionals, Inc. reserves the right to retain electronic files.

agreed to & signed, am 7/6/19

Reimbursable Expenses: Owner shall reimburse Lewis Land Professionals, Inc. for the following costs, but not limited to, all blueprints, copies, printing, deliveries, mail services, equipment charges, and fees from outside services. Reimbursable fees will be the actual cost plus 20 percent.

Project Site Photographs
By this agreement, the owner hereby assigns Lewis Land Professionals, Inc. the irrevocable and unrestricted right to use, display, and/or publish the images taken of the subject project site. All photos taken are for Lewis Land Professionals, Inc. use only and will not be sold for profit.

Jurisdictional Wetlands and Streams, Environmental Hazardous Conditions, Fish and Wildlife Presence, Archeological or Historical Significances: Lewis Land Professionals, Inc. makes no determination as to the existence or presence of Jurisdictional Wetlands and Streams, Environmental Hazardous Conditions, Fish and Wildlife presence, Archeological or Historical Significances within, on, or near the subject property. It is the Owner's responsibility to employ qualified consultants including but not limited to: wetland consultants, environmental consultant, biological scientists, and archeologists to investigate and determine if any permits are required prior to any earth or vegetation disturbing activities or other impacts related to the subject property.

Modification or Termination of Project: This agreement may be modified only by written addendum, mutually agreed to and signed by an authorized representative of the owner and Lewis Land Professionals, Inc.

Either party to this agreement may terminate this agreement with cause at any time upon (30) thirty days written notice to the other. Lewis Land Professionals, Inc. will provide the owner with documentation of completed work then in progress, including reproducible copies and written materials. The owner will pay Lewis Land Professionals, Inc. for all fees and expenses within (30) thirty days of documentation for all work completed at the time of notice.

Ingress, Egress and Location: Owner hereby assigns to Lewis Land Professionals, Inc all necessary rights of ingress and egress with respect to the property for the performance of Lewis Land Professionals, Inc.'s work contemplated by this Contract. Should Lewis Land Professionals, Inc be denied free access to location for any reason reasonably within the Owner's control, any time lost by Lewis Land Professionals, Inc as a result of such denial shall be paid at the applicable rate.

~~**Indemnification:** Owner shall release Lewis Land Professionals, Inc from any liability for, and shall protect, defend and indemnify Lewis Land Professionals, Inc, its officers, directors, employees and joint Owners from and against all claims, demands, and causes of action of every kind and character, without limit and without regard to the cause or causes thereof or the negligence of any party or parties, arising in connection herewith in favor of Owner's employees, or Owner's subcontractors or their employees or Owner's invitees on account of bodily injury, death or damage to property. Owner's indemnity under this paragraph shall be without regard to and without any right to contribution from any insurance maintained by Lewis Land Professionals, Inc.~~ 7/1/19

~~**Consequential Damages:** Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of this contract, including, without limitation, loss of profit or business interruptions, including home office overhead, however same may be caused.~~ 7/1/19

No Waiver Except in Writing: None of the requirements of this Contract shall be considered as waived by either party unless the same is done in writing, and then only by the person executing this Contract, or other duly authorized agent or representative of the party.

Force Majeure: ~~Except for the duty to make payments hereunder when due in the indemnification provisions under this Contract,~~ Neither Lewis Land Professionals, Inc nor Owner shall be responsible to the other for any delay, damage or failure caused by or occasioned by a force majeure event. As used in this Contract, "force majeure event" includes: acts of God, action of the elements, war-like action, insurrection, revolution or civil strife, civil war or hostile action, strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authority having jurisdiction in the property or any other group, or any other causes (except financial) beyond the control of either party. Neither Lewis Land Professionals, Inc nor Owner shall be required against its will to adjust any labor or similar disputes except in accordance with applicable law. In the event that either party hereto is rendered unable, fully or in part, by any of these causes to carry out its obligation under this Contract, it is agreed that such parties shall give notice and details of force majeure in writing to the other party as promptly as possible after its occurrence. In such cases, the obligations of the parties giving notice shall be suspended during the continuance of any ability so caused. 7/1/19

Governing Law: These terms and conditions shall be construed, governed, enforced and litigated, in the relations between the parties determined in accordance with the laws of the state of Ohio.

Assignments: Neither party may assign this Contract without the prior written consent of the other, and prompt notice of such intent to assign shall be given to the other party. In the event of such assignment, the assigning party shall remain liable to the other party as a guarantor of the performance of the assignee of the terms of the Contract.

Timeliness: Lewis Land Professionals, Inc endeavors to perform its duties hereunder in a timely and efficient manner. Lewis Land Professionals, Inc, however, makes no representation, either express or implied, with respect to the length of time of its performance.

Payment of Services: Progress billings shall be submitted as the work progresses and shall be payable within (30) thirty days of the date of the invoice. Payments beyond (30) thirty days may include a (1.5%) per month (18% per annum) late charge. Failure to make payment when due may be cause for suspension of services or, ultimately, termination, unless and until Lewis Land Professionals, Inc. has been paid in full all amounts due for services, expenses and other related charges. ~~Lewis Land Professionals, Inc. shall be entitled to attorney's fees and other costs incurred by us in collecting delinquent accounts.~~ Failure to make payment as provided herein could result in Lewis Land Professionals, Inc. sending the contract to a third party collection company, and/or filing a lien on the real property which is the subject of this Contract. By executing this Contract for Services, the owner waives any limitation on the period in which Lewis Land Professionals, Inc. may file notice of intention to hold a lien against the owner's property to secure payment of our fees. 7/1/19

Disputed Invoices: Owner shall pay all invoices within 30 days after receipt. If Owner disputes an invoice or any part thereof, Owner shall, within 15 days after receipt of the invoice, notify Lewis Land Professionals, Inc of the item disputed, specifying the reason. Payment of the disputed item may be withheld until settlement of the dispute, but timely payments shall be made on any undisputed portion. Any sums, including amount ultimately paid with respect to a disputed invoice, not paid within the above-specified limits may bear interest at the rate 1.5% per month (18% per annum). If Owner does not pay undisputed items within the above stated time, Lewis Land Professionals, Inc may terminate this contract.

Retainer: We require a retainer prior to the commencement of work. The retainer will be credited to the total fee for the work performed.

Retainer amount **$0.00**

Acceptance and Notice to Proceed: Lewis Land Professionals, Inc. is prepared to proceed with the above-described professional services, **upon receipt of your authorization acceptance of this proposal, and the execution of (1) one signed complete copy to this office**. The parties hereto further agree that delivery of this document may be accomplished by: original hardcopy delivered and mailed; and/or emailed copy, if email delivery is utilized, the email copy shall constitute an original. Should any questions arise concerning the above proposal, please feel free to contact us. Please sign and date the acceptance and return it with the retainer. If executed acceptance and notice to proceed is not received within 30 days of the date of preparation, this proposal shall be null and void.

Acceptance by:

Lewis Land Professionals, Inc.

Owner (Sign) Date

David Lewis, PE President 06/28/19
Date

Owner (Print)

Revised 7/8/2019

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 (Gr. 1-12)
27 First Student Day (Kindergarten and Preschool)

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)
5 WMS/WHS 2-hr. Delayed Start
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		

10 No School (PreK-6 only) – Conferences 11:30 a.m.-7 p.m.
WMS/WHS 2-hr. Delayed Start
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

1 No School (PreK-6 only) – Conferences 8:10 a.m.-3:40 p.m.
7 WMS/WHS 2-hr. Delayed Start
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)
5 WMS/WHS 2-hr. Delayed Start
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.)
9 WMS/WHS 2-hr. Delayed Start
17 No School (Prof. Dev. In-Service)
20 No School (M.L. King, Jr. Day)

T-19 S-18

6 WMS/WHS 2-hr. Delayed Start
17 No School (President's Day)
25 No School for Gr. 9, 10, & 12 (ACT testing – Gr. 11)

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

5 WMS/WHS 2-hr. Delayed Start
31 2-hr. Delayed Start - Gr. 11 & 12 (Gr. 9 & 10 start at normal time)

T-22 S-22

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				

2 WMS/WHS (Gr. 11 & 12 only) 2-hr. Delayed Start (Gr. 9 & 10 start at normal time)
6-10 No School (Spring Break)
17 WHS (Only Algebra I and Geometry students report)

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		

7 WMS/WHS 2-hr. Delayed Start
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				

K-4 Trimesters

Aug. 21-Nov. 14
Nov. 18-Feb. 28
March 2-May 28

Gr. 5-12 Quarters

Aug. 21-Oct. 18
Oct. 21-Dec. 20
Jan. 6-March 13
March 16-May 28

Conference Dates:
PreK-6: 10/3 (4:30-8:00 p.m.); 10/10; 11/1; 2/4 (4:30-8:00 p.m.)
WMS: 11/14
WHS: 11/7

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.

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.	[redacted]	[redacted]., Wadsworth, OH
	Effective Start Date: 1/2/2019	
2.	_____	_____

_____ 6/17/19

District of Attendance Superintendent Signature — Date

_____ 6/17/19

District of Attendance Treasurer Signature — Date

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2018-2019.

_____

District of Attendance Superintendent Signature — Date

_____

District of Attendance Treasurer Signature — Date

E	Student	Updated		Wadsworth										
atus	Grade	Student #	SSID #	First	Last	Middle	Address	City	DOR	Effect Start Date	EMIS Situation	How Rec'd	Dis Cond
	7	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Wadsworth	44974	1/2/2019	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.

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The Barberton City Schools Board of Education (District of Attendance) acknowledges that pupil(s) listed below are to be included in their ADM certification, as open enrolled from **Wadsworth City Schools** to **Barberton City Schools.**

Wadsworth City Schools Board of Education (District of Residence) hereby acknowledges that they have received the open enrollment forms and necessary paperwork to include the pupils(s) in their ADM certification. The pupil (s) listed below will be billed on the SF-OE form for tuition costs.

	Name of the Student (s)	Address of Student (s)
1.	[redacted]	[redacted], Wadsworth, OH
2.		

District of Attendance Superintendent Signature — Date 6/17/19

District of Attendance Treasurer Signature — Date 6/17/19

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

Book	Policy Manual
Section	Ready for Production
Title	Copy of EMPLOYMENT OF PROFESSIONAL STAFF
Code	po3120
Status	
Adopted	November 19, 2007
Last Revised	November 16, 2015

3120 - **EMPLOYMENT OF PROFESSIONAL STAFF**

The Board of Education recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with highly qualified and competent personnel.

The Board shall approve the employment, and also, when not covered by the terms of a negotiated, collectively-bargained agreement, fix the compensation and establish the term of employment for each professional staff member employed by the Board.

Individuals employed in the following categories shall be considered members of the professional staff:

A. Administrators

B. Teachers

C. Psychologist

D. Speech & Hearing

E. All others that require a professional license

Such approval shall be given only to those candidates for employment recommended by the Superintendent. The Board designates any of the following individuals, in each individual's official capacity, to nominate a candidate for employment if the Superintendent's nomination would create an unlawful interest in a public contract or otherwise result in a violation of R.C. 2921.42:

A. the Assistant Superintendent ~~Director of Facilities~~;

B. the Director of the Four Cities Compact;

C. the Director of Instruction and Professional Development;

D. the Director of Student Services; or

E. the Treasurer.

Relatives of Board members may be employed by the Board, provided a member of the Board does not participate in any way in the discussion or vote on the employment when a conflict of interest is involved.

Relatives of staff members may be employed by the Board, provided the staff member being employed is not placed in a position in which s/he is supervised directly by the relative staff member.

Applications for employment will not be accepted from any current Board member. If a Board member wishes to apply for a position, his/her resignation must be accepted by the Board prior to submitting an application and the Board member must not use or attempt to use his/her official authority or influence to secure the employment position.

Any professional staff member's intentional misstatement of fact material to qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

The employment of professional staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in the educational program. Employment shall be recommended to the Board at the next regular meeting.

No candidate for employment as a professional staff member shall receive recommendation for such employment without having proffered visual evidence of proper licensing or that application for such licensing is in process. Said licensing shall meet the minimum requirements of State law for the position for which s/he is being recommended.

Professional staff must also pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 3121).

~~The Superintendent shall prepare administrative guidelines for the recruitment and selection of all professional staff.~~

REQUIREMENTS FOR TEACHERS

All teachers shall be "highly qualified."

"Highly Qualified" means:

A. Full State certification as a teacher (including an alternative educator license) or passed State teacher licensing exam and holds current license to teach; certification or license requirements may not be waived on a temporary basis

B. For elementary teachers new to the profession, this also requires:

1. at least a bachelor's degree
2. passing a rigorous State test on subject knowledge and teaching skills in reading, writing, math, and other areas of elementary curriculum (State certification test may suffice)

C. For secondary or middle school teachers new to the profession this also requires:

1. at least a bachelor's degree, and
2. passing a rigorous State test in each of the subject areas s/he will teach (State certification test may suffice), or
3. for each academic subject taught, having an academic major, course work equivalent to an undergraduate major, a graduate degree, or advanced certification or credentialing

D. For elementary, middle, or secondary school teachers with prior experience, this also requires:

1. at least a bachelor's degree, and
2. meets standards for new teachers (above), or
3. demonstrates competence in all academic subjects s/he teaches based on a uniform State standard of evaluation (standard for academic subject matter and teaching skills set by the State)

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Revised 11/16/15

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Legal	R.C.2909.34, 2921.01, 2921.42, 3319.02, 3319.07, 3319.11
	R.C. 3319.23 - .282, 3319.283, 3319.301, 3319.39
	20 U.S.C. 6319
	20 U.S.C. 7801

Book	Policy Manual
Section	Ready for Production
Title	Copy of JOB DESCRIPTIONS
Code	po3120.01
Status	
Adopted	November 19, 2007

3120.01 - **JOB DESCRIPTIONS**

The Board of Education recognizes that it is essential for District and employee accountability for each staff member to be fully aware of the duties and responsibilities of his/her position. Job descriptions document and describe the essential functions for professional and classified staff positions and thereby promote organizational effectiveness and efficiency. Therefore, the Superintendent shall maintain continuously a comprehensive, coordinated set of job descriptions for professional and classified staff positions.

All other job descriptions, other than the job description for the Superintendent and Treasurer, shall be defined as guidelines of the Superintendent and will be originated and maintained in accordance with the provisions specified in the bylaws of the Board (See Bylaw 0131) and each shall contain the following provision:

> "The employee shall remain free of any alcohol or nonprescribed controlled substance abuse in the workplace throughout his/her employment in the District."

Employees will be evaluated, at least in part, against their job descriptions.

Job descriptions shall be brief, factual, and, wherever possible, generically descriptive of similar jobs.

Each job description shall include the requirement that the staff member serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings. In particular, each job description shall indicate the staff member's legal responsibility to help instill in students the belief in and practice of ethical principles and democratic values.

During the hiring process, the current job description for the position for which the individual(s) interviewing shall be reviewed with the candidate. The emphasis during the review shall be placed upon the essential functions of the position.

Upon employment by the Board, the staff member shall receive a copy of the current job description for the position for which s/he has been employed. The employee's immediate supervisor shall review this job description with the staff member as part of the employment orientation process.

From time-to-time, the Board further recognizes that the Superintendent may find it necessary to revise job descriptions.

During the revision of a job description, the Superintendent may seek input from individuals who hold that position; however, their input may or may not be reflected when the revision of said job description is completed.

Following the revision of a job description, staff members who hold the positions for which the essential functions are described in that revised job description shall be provided access to the updated version and the opportunity to discuss the revisions therein with their immediate supervisor.

~~In addition, the Superintendent shall prepare administrative guidelines necessary for the proper implementation of this policy.~~

Legal R.C. 3313.602

Book	Policy Manual
Section	Ready for Production
Title	Copy of CRIMINAL HISTORY RECORD CHECK
Code	po3121
Status	
Adopted	November 19, 2007
Last Revised	December 12, 2016

3121 - **CRIMINAL HISTORY RECORD CHECK**

In accordance with State law, the Board of Education requires a criminal background check of each applicant the Superintendent recommends for employment on the District's professional staff as well as for current employees on a periodic basis. This requirement includes all substitutes and persons employed on a part-time basis such as coaches or activity supervisors. In addition, all professional staff members with a license, certificate, or permit issued by the Ohio Department of Education must undergo a criminal background check as prescribed by law. Such background check is not otherwise required of any currently-employed staff member who is a candidate for another position within the District.

~~The Superintendent shall establish administrative guidelines which will require a records check that complies with the law through the Bureau of Criminal Identification and Investigation (BCII) and through the Federal Bureau of Investigation (FBI) records.~~

~~The guidelines established by the Superintendent shall also direct that any~~ Iinformation and records obtained from such inquiries are confidential and shall not be released or disseminated.

Should it be necessary to employ a person to maintain continuity of the program, prior to receipt of the criminal history record, the Superintendent may employ the person on a provisional basis until the report is received.

Effect of Guilty Plea and/or Conviction of Enumerated Crimes

Professional staff members determined by virtue of a criminal records check to have pled guilty to or have been convicted of any offense enumerated under R.C. 3319.39(B)(1), including a judicial finding for intervention in lieu of conviction and/or participation in a pre-trial diversion program relating to any of the offenses listed therein, or who are otherwise determined to have engaged in conduct unbecoming the teaching profession under certain specific circumstances set forth in Policy 8141, are subject to mandatory State reporting requirements in addition to the initiation of an action by the Board to terminate their employment.

Suspension From Duties Involving Care, Custody or Control of a Child

In accordance with Policy 3138 and R.C. 3319.40, the Superintendent shall immediately suspend a licensed professional staff member from all duties that require the care, custody, or control of a child during any pending criminal action for which that staff member has been arrested, summoned and/or indicted for any crimes set forth in R.C. 3319.31 (C).

A comprehensive list of the crimes which must result in a suspension are set forth in R.C. 3319.31(C).

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Revised 2/8/10
Revised 12/8/14
Revised 12/12/16

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Legal	R.C. 109.57, 109.572, 2950, 2953.32, 3301.541, 3319.291, 3319.39, 3319.40

Book	Policy Manual
Section	Ready for Production
Title	Copy of PHYSICAL EXAMINATION
Code	po3160
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

3160 - **PHYSICAL EXAMINATION**

The Board of Education, acting through the Superintendent reserves the right to require, after a conditional offer of employment, that the successful candidate submit to a medical examination in order to determine his/her physical and/or mental capacity to perform the essential functions of the position, with or without reasonable accommodation, provided that the Board requires other successful candidates for the same position (or job classification) to do so. Such examinations shall be done in accordance with ~~the Superintendent's guidelines and/or~~ the terms of the negotiated, collectively-bargained agreements.

Employees will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act in order to allow the report of the medical examination to be released to the Board/Superintendent and to allow the Superintendent or his/her designee to speak to the health care provider who conducted the medical examination in order to get clarification (see Form 3160 F2).

Such report should indicate whether the candidate can perform the essential functions of the position, with or without reasonable accommodation.

In compliance with the Genetic Information Nondiscrimination Act (GINA) and Board Policy 3122.02 the successful candidate who is required to submit to a medical examination, as well as the health care provider that is designated by the Board to conduct the examination, are directed not to collect genetic information or provide any genetic information, including the candidate's family medical history, in the report of the medical examination.

Employees will be notified of the results of the medical examination upon receipt. Any and all reports of such examination will be maintained in a separate confidential personnel file in accordance with the Americans with Disabilities Act, as amended ("ADA") and the Genetic Information Nondiscrimination Act (GINA).

In the event of a report indicating that the candidate is not qualified to perform the position's essential functions, with or without reasonable accommodation, the Superintendent will make a recommendation to the Board of non-employment. The Superintendent or his/her designee may discuss the results of the report with the health care provider who conducted the medical examination prior to the Superintendent making a recommendation to the Board.

The Board shall pay for required examinations.

The Board may require, at initial employment, that all professional staff members undergo a tuberculosis examination in accordance with law and at the direction of the Ohio Department of Health, the local health department, or the District's medical advisor.

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Revised 7/12/10
Revised 10/14/13

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Legal

R.C. 3313.71

29 C.F.R. Part 1630

29 C.F.R. Part 1635

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

A.C. 3701-15-02

Book	Policy Manual
Section	Ready for Production
Title	Copy of SUBSTANCE ABUSE
Code	po3170
Status	
Adopted	November 19, 2007

3170 - **SUBSTANCE ABUSE**

The Board of Education recognizes alcoholism and drug abuse as treatable illnesses. Such illnesses may impair the performance of professional staff members. When appropriate, the Board may assist such employees in a manner recommended by appropriate specialists in the treatment of those illnesses.

A professional staff member having an illness or other problem relating to the use of alcohol or other drugs including, controlled substances, medications not prescribed by the employee's physician, or medications not taken as prescribed, will receive the same careful consideration and offer of assistance that is presently extended to professional staff members having any other illness.

The responsibility to correct unsatisfactory job performance, attendance or behavioral problems resulting from a suspected health problem rests with the professional staff member. Additionally, regardless of whether a professional staff member has an illness or other problem relating to the use of alcohol or other drugs it remains the responsibility of the professional staff member to report to work and perform his/her duties in a fit and appropriate condition at all times. Being under the influence of alcohol or other drugs while on duty, on school property, or at a school related activity/event is not acceptable. Failure to correct unsatisfactory job performance, attendance or behavior and/or working or reporting to work under the influence of alcohol or other drugs will result in appropriate corrective or disciplinary action as determined by the Board, up to and including termination.

If a professional staff member sustains a workplace injury while s/he is under the influence of alcohol or a controlled substance not prescribed by his/her physician, s/he may be disqualified for compensation and benefits under the Workers Compensation Act. If the professional staff member tests positive or refuses to submit to a test for alcohol and/or other drugs after sustaining a workplace injury, the employee may dispute or prove untrue the presumption or belief that alcohol and/or other drugs are the proximate cause of the injury (i.e., rebuttable presumption). The Board directs the Superintendent to ~~establish guidelines and~~ post a notice advising employees that the results of, or the employees refusal to submit to an alcohol or other drug test may affect an employee's right to receive workers' compensation benefits.

No professional staff member will have his/her job security or promotion opportunities jeopardized by his/her voluntary request for counseling or referral assistance.

Professional staff members who suspect they may have an alcohol or other drug abuse problem are encouraged to seek counseling and information on a confidential basis by contacting resources available for such service.

Legal	R.C. 2925.01 et seq., 3313.60, 3719.01 et seq., 3793.02, 4123. 54 Rehabilitation Act of 1973, 29 U.S.C. 794

Book	Policy Manual
Section	Ready for Production
Title	Copy of WHISTLEBLOWER PROTECTION
Code	po3211
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

3211 - **WHISTLEBLOWER PROTECTION**

The Board of Education expects all its employees to be honest and ethical in their conduct, and to comply with applicable State and Federal law, Board policies and administrative guidelines. The Board encourages staff to report possible violations of these Board expectations to their immediate supervisors.

It is the responsibility of an employee who is aware of conduct on the part of any Board member or employee that possibly violates Federal or State law, or Board policy, to call this conduct to the attention of his/her immediate supervisor. If the employee's immediate supervisor is not responsive or is the employee whose behavior is in question, the employee may report to the Superintendent. If the reported conduct relates to the Superintendent, the report may be filed directly with the Board President.

After such a report is made, the immediate supervisor will ask that employee's report be put in writing. Any employee making such a report shall be protected from discipline, retaliation, or reprisal for making such report as long as the employee made a reasonable and good faith effort to determine the accuracy of any information reported. Employees are subject to disciplinary action, up to and including termination, for purposely, knowingly, or recklessly making a false report under this policy. Conversely, employees are subject to disciplinary action, up to and including termination, if they are aware of a violation of Federal, State, or local law that the Board has the authority to correct and they do not make a report confirmed in writing to their immediate supervisor.

In the case of reporting suspected fraud or fraudulent activity, an employee may file a report using the Auditor of State's system for reporting of fraud. This reporting mechanism may be used either in addition to or instead of filing a written report with the employee's supervisor or other District authority.

~~The Superintendent shall develop administrative guidelines necessary for implementation of this policy, including the development of forms upon which such reports may be made.~~

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Legal R.C. 4113.52

Book	Policy Manual
Section	Ready for Production
Title	Copy of PROFESSIONAL MEETINGS
Code	po3243
Status	
Adopted	November 19, 2007

3243 - **PROFESSIONAL MEETINGS**

The Board of Education encourages opportunities for professional staff members to develop increased competence, beyond that which they may attain through the performance of their assigned duties through attendance at professional meetings.

For purposes of this policy, a professional meeting shall be defined as any meeting that is related to the activities, duties, or responsibilities of professional staff members as determined by the Superintendent.

~~The Superintendent shall prepare administrative guidelines to implement this policy.~~

Legal	R.C. 3313.20

Book	Policy Manual
Section	Ready for Production
Title	Copy of THREATENING BEHAVIOR TOWARD STAFF MEMBERS
Code	po3362.01
Status	
Adopted	November 19, 2007

3362.01 - **THREATENING BEHAVIOR TOWARD STAFF MEMBERS**

The Board of Education believes that a staff member should be able to work in an environment free of threatening speech or actions.

Threatening behavior consisting of any words or deeds that intimidate a staff member or cause anxiety concerning his/her physical well-being is strictly forbidden. Any student, parent, visitor, staff member, or agent of this Board who is found to have threatened a member of the staff will be subject to discipline or reported to the authorities.

A staff member who believes threatening behavior has been directed toward him/her should report the incident to his/her direct supervisor. If the direct supervisor is alleged to have made the threatening behavior toward a staff member, the staff member should report the incident to the Superintendent. If the Superintendent is alleged to have made the threatening behavior toward a staff member, the staff member should report the incident to the Board of Education President.

~~The Superintendent shall implement guidelines whereby students and employees understand this policy and appropriate procedures are established for prompt and effective action on any reported incidents.~~

Legal	R.C. 2917.11

Book	Policy Manual
Section	Ready for Production
Title	Copy of JOB-RELATED EXPENSES
Code	po3440
Status	
Adopted	November 19, 2007

3440 - **JOB-RELATED EXPENSES**

The Board of Education may provide for the payment of the actual and necessary expenses, including traveling expenses, of any professional staff member of the District incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board ~~and in accordance with the Superintendent's administrative guidelines~~.

The validity of payments for job-related expenses shall be determined by the Treasurer. Pre-approval for estimated travel expenses by the principal or supervisor is required.

The Board may pay the expenses of professional staff members when they attend professional meetings (as defined in Policy 3243) with prior approval in accordance with the policy of this Board ~~and in accordance with the administrative guidelines of the Superintendent~~. Job-related expenses incurred by the Superintendent shall be reimbursed in accordance with this policy ~~and administrative guidelines~~ when authorized by Treasurer.

Professional staff members are expected to exercise the same care incurring travel expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Unauthorized costs and additional expenses incurred for personal preference or convenience will not be reimbursed.

Unauthorized expenses include but are not limited to alcohol, movies, supplemental insurance on rental cars, fines for traffic violations, and the entertainment/meals/lodging of spouses or guests.

Accrual of personal frequent-flyer miles, hotel "bonus points", credit card "rewards," or any other reward under similar affinity programs (including credit points or rewards directed to non-profit organizations) is strictly prohibited.

This policy does not address every issue, exception, or contingency that may arise in the course of travel.

Book	Policy Manual
Section	Ready for Production
Title	Copy of EMPLOYMENT OF CLASSIFIED STAFF
Code	po4120
Status	
Adopted	November 19, 2007
Last Revised	November 16, 2015

4120 - **EMPLOYMENT OF CLASSIFIED STAFF**

The Board of Education recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with qualified and competent personnel.

The Board shall approve the employment, and also, when not covered by the terms of a negotiated, collectively-bargained agreement, fix the compensation and establish the term of employment for each classified staff member employed by the Board.

Individuals employed in the following categories shall be considered members of the classified staff:

A. Maintenance

B. Custodial

C. Cafeteria/Food Service

D. Transportation

E. Clerical- Aides

Such approval shall be given only to those candidates for employment recommended by the Superintendent. The Board designates any of the following individuals, in each individual's official capacity, to nominate a candidate for employment if the Superintendent's nomination would create an unlawful interest in a public contract or otherwise result in a violation of R.C. 2921.42:

A. the Assistant Superintendent ~~Director of Facilities~~;

B. the Director of the Four Cities Compact;

C. the Director of Instruction and Professional Development; or

D. the Treasurer.

When any recommended candidate has been rejected by the Board, the Superintendent shall make a substitute recommendation. All applications for employment shall be referred to the Assistant Superintendent ~~Business Manager~~.

Relatives of Board members may be employed by the Board, provided a member of the Board does not participate in any way in the discussion or vote on the employment when a conflict of interest is involved.

Relatives of staff members may be employed by the Board, provided the staff member being employed is not placed in a position in which s/he is supervised directly by the relative staff member.

Applications for employment will not be accepted from any current Board member. If a Board member wishes to apply for a position, his/her resignation must be accepted by the Board prior to submitting an application, and the Board member must not use or attempt to use his/her official authority or influence to secure the employment position.

Any classified staff member's intentional misstatement of fact material to his/her qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

The employment of classified staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in District operations. Employment shall be recommended to the Board at the next regular meeting.

When appropriate, no candidate for employment as a classified staff member shall receive recommendation for such employment without having proffered visual evidence of proper certification/licensure or that application for such certification/licensure is in process.

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

~~The Superintendent shall prepare procedures for the recruitment and selection of all classified staff.~~

REQUIREMENTS FOR TITLE I PARAPROFESSIONALS

Employment of all paraprofessionals hired for a Title I supported program must have a secondary school diploma or its recognized equivalent and one of the following:

A. Completed two (2) years study at an institution of higher education; or

B. Obtained at least an associates degree; or

C. Met a rigorous standard of quality and demonstrate through formal State or local academic assessment:

1. knowledge of and the ability to assist in instructing, reading, writing and mathematics; or
2. knowledge of and the ability to assist in instructing, reading readiness, writing readiness and mathematics readiness, as appropriate.

Exceptions – These requirements do not apply to a paraprofessional:

A. Who is proficient in English and a second language and serves as a translator primarily to enhance the participation of children in Title I programs; or

B. Whose duties consist solely of conducting parental involvement activities.

Paraprofessional duties – Paraprofessionals working for a Title I supported program may be assigned to duties not inconsistent with the following:

A. providing one-on-one tutoring for eligible students during times when the teacher would not otherwise be instructing the student;

B. assisting with classroom management, such as organizing instructional and other materials;

C. providing assistance in a computer laboratory;

D. providing support in a library or media center;

E. conducting parental involvement activities;

F. acting as a translator;

G. provide instructional services to students, if working under the direct supervision of a teacher; a paraprofessional will be considered to be working under the "direct supervision" of a teacher if the:

1. teacher plans the instructional activities that the paraprofessional carries out;

2. teacher evaluates the achievement of the students with whom the paraprofessional is working;

3. paraprofessional works in close and frequent physical proximity to the teacher;

H. performing limited duties beyond classroom instruction or that do not benefit program participants, so long as those duties are also assigned to non-Title I paraprofessionals. Title I paraprofessionals may not be assigned to more of these duties, proportional to their total work time, than the amount assigned to similar non-Title I paraprofessionals in the same school.

The provisions as set forth above do not apply to paraprofessionals providing non-instructional service such as providing technical support for computers, providing personal care services, or performing clerical duties.

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Revised 11/16/15

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Legal R.C. 2909.34, 3319.081, 3319.082, 3319.39
A.C. 3301-83-07
20 U.S.C. 6319

Book	Policy Manual
Section	Ready for Production
Title	Copy of JOB DESCRIPTIONS
Code	po4120.01
Status	
Adopted	November 19, 2007

4120.01 - **JOB DESCRIPTIONS**

The Board of Education recognizes that it is essential for District and employee accountability for each staff member to be fully aware of the duties and responsibilities of his/her position. Job descriptions document and describe the essential functions for professional and classified staff positions and thereby promote organizational effectiveness and efficiency. Therefore, the Superintendent or designee shall maintain continuously a comprehensive, coordinated set of job descriptions for professional and classified staff positions.

All other job descriptions, other than the job descriptions for the Superintendent and Treasurer, shall be defined as guidelines of the Superintendent and will be originated and maintained in accordance with the provisions specified in the bylaws of the Board (See Bylaw 0131) and each shall contain the following provision:

> "The employee shall remain free of any alcohol or nonprescribed controlled substance abuse in the workplace throughout his/her employment in the District."

Employees will be evaluated, at least in part, against their job descriptions.

Job descriptions shall be brief, factual, and, wherever possible, generically descriptive of similar jobs.

Each job description shall include the requirement that the staff member serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings. In particular, each job description shall indicate the staff member's legal responsibility to help instill in students the belief in and practice of ethical principles and democratic values.

During the hiring process, the current job description for the position for which the individual(s) interviewing shall be reviewed with the candidate. The emphasis during the review shall be placed upon the essential functions of the position.

Upon employment by the Board, the staff member shall receive a copy of the current job description for the position for which s/he has been employed. The employee's immediate supervisor shall review this job description with the staff member as part of the employment orientation process.

From time-to-time, the Board further recognizes that the Superintendent may find it necessary to revise job descriptions.

During the revision of a job description, the Superintendent may seek input from individuals who hold that position; however, their input may or may not be reflected when the revision of said job description is completed.

Following the revision of a job description, staff members who hold the positions for which the essential functions are described in that revised job description shall be provided access to the updated version and the opportunity to discuss the revisions therein with their immediate supervisor.

~~In addition, the Superintendent shall prepare administrative guidelines necessary for the proper implementation of this policy.~~

Legal	R.C. 3313.602

Book	Policy Manual
Section	Ready for Production
Title	Copy of EMPLOYMENT OF SUBSTITUTES
Code	po4120.04
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

4120.04 - **EMPLOYMENT OF SUBSTITUTES**

The Board of Education recognizes its responsibility to procure the services of substitute classified staff in order to prevent the interruption of the operation of the schools.

The names of potential substitute personnel and the positions in which they may substitute shall be maintained by the Assistant Superintendent ~~Business Manager~~.

Relatives of staff members may be employed by the Board, provided the staff member being employed is not placed in a position in which s/he is supervised directly by the relative staff member.

Relatives of Board members may be employed by the Board, provided the member of the Board involved does not participate in any way in the discussion or vote.

The employment of substitute classified staff prior to approval by the Board is authorized when their employment is required to maintain continuity of services in the District.

Retroactive employment shall be recommended to the Board at the next meeting.

In order to retain reliable assistance in the absence of regular classified personnel, the Board will offer competitive compensation to qualified substitutes.

Classified substitutes will be paid on a per diem basis at a rate set by the Board.

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

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

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Legal R.C. 2909.34, 3319.291, 3319.39

Book	Policy Manual
Section	4000 Classified Staff
Title	Copy of PHYSICAL EXAMINATION
Code	po4160
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

4160 - **PHYSICAL EXAMINATION**

The Board of Education, acting through the Superintendent reserves the right to require, after a conditional offer of employment, that the successful candidate submit to a medical examination in order to determine his/her physical and/or mental capacity to perform the essential functions of the position, with or without reasonable accommodation, provided that the Board has required previous successful candidates for the same position (or job classification) to do so. Such examinations shall be done in accordance with ~~the Superintendent's guidelines and/or~~ the terms of the negotiated, collectively-bargained agreements.

Employees will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act in order to allow the report of the medical examination to be released to the Board/Superintendent, and to allow the Superintendent or his/her designee to speak to the health care provider who conducted the medical examination in order to get clarification (see Form 4160 F2).

Such report should indicate whether the candidate can perform the essential functions of the position, with or without reasonable accommodation.

In compliance with the Genetic Information Nondiscrimination Act (GINA) and Board Policy 4122.02 the successful candidate who is required to submit to a medical examination, as well as the health care provider that is designated by the Board to conduct the examination, are directed not to collect genetic information or provide any genetic information, including the candidate's family medical history, in the report of the medical examination.

Employees will be notified of the results of the medical examination upon receipt. Any and all reports of such examination will be maintained in a separate confidential personnel file in accordance with the Americans with Disabilities Act, as amended ("ADA") and the Genetic Information Nondiscrimination Act (GINA).

In the event of a report indicating that the candidate is not qualified to perform the position's essential functions, with or without reasonable accommodation, the Superintendent will make a recommendation to the Board of non-employment. The Superintendent or his/her designee may discuss the results of the report with the health care provider who conducted the medical examination prior to the Superintendent making a recommendation to the Board.

The Board may require, at initial employment, that all classified staff members undergo a tuberculosis examination in accordance with law and at the direction of the Ohio Department of Health, the local health department, or the District medical advisor.

The Board shall pay for required examinations.

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Revised 7/12/10
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Legal

R.C. 3313.71

29 C.F.R. Part 1630

29 C.F.R. Part 1635

42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

A.C. 3701-15-02

Book	Policy Manual
Section	Ready for Production
Title	Copy of DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS AND OTHER EMPLOYEES WHO PERFORM SAFETY SENSITIVE FUNCTIONS
Code	po4162
Status	
Adopted	November 19, 2007
Last Revised	November 19, 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 and drugs, in accordance with the requirements of the Federal Motor Carrier Safety Administration. ~~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)~~

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.

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:

A. 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.

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

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

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

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

A. reports for duty or performs work while having an alcohol concentration of 0.04 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 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:

A. the contact information for the Transportation Supervisor, who is the individual 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 conduct

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 an alcohol concentration of 0.02 or greater but less than 0.04

K. information concerning the effects of alcohol and 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.

Revised 4/9/18

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Legal 49 C.F.R. Part 382

34 C.F.R. Part 40

Book	Policy Manual
Section	Ready for Production
Title	Copy of WHISTLEBLOWER PROTECTION
Code	po4211
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

4211 - **WHISTLEBLOWER PROTECTION**

The Board of Education expects all its employees to be honest and ethical in their conduct, and to comply with applicable State and Federal law, Board policies and administrative guidelines. The Board encourages staff to report possible violations of these Board expectations to their immediate supervisors.

It is the responsibility of an employee who is aware of conduct on the part of any Board member or employee that possibly violates Federal or State law, or Board policy, to call this conduct to the attention of his/her immediate supervisor. If the employee's immediate supervisor is not responsive or is the employee whose behavior is in question, the employee may report to the Superintendent. If the reported conduct relates to the Superintendent, the report may be filed directly with the Board President.

After such a report is made, the immediate supervisor will ask that employee's report be put in writing. Any employee making such a report shall be protected from discipline, retaliation, or reprisal for making such report as long as the employee made a reasonable and good faith effort to determine the accuracy of any information reported. Employees are subject to disciplinary action, up to and including termination, for purposely, knowingly, or recklessly making a false report under this policy. Conversely, employees are subject to disciplinary action, up to and including termination, if they are aware of a violation of Federal, State, or local law that the Board has the authority to correct and they do not make a report confirmed in writing to their immediate supervisor.

In the case of reporting suspected fraud or fraudulent activity, an employee may file a report using the Auditor of State's system for reporting of fraud. This reporting mechanism may be used either in addition to or instead of filing a written report with the employee's supervisor or other District authority.

~~The Superintendent shall develop administrative guidelines necessary for implementation of this policy, including the development of forms upon which such reports may be made.~~

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Legal R.C. 4113.52

Book	Policy Manual
Section	Ready for Production
Title	Copy of THREATENING BEHAVIOR TOWARD STAFF MEMBERS
Code	po4362.01
Status	
Adopted	November 19, 2007

4362.01 - **THREATENING BEHAVIOR TOWARD STAFF MEMBERS**

The Board of Education believes that a staff member should be able to work in an environment free of threatening speech or actions.

Threatening behavior consisting of any words or deeds that intimidate a staff member or cause anxiety concerning his/her physical well-being is strictly forbidden. Any student, parent, visitor, staff member, or agent of this Board who is found to have threatened a member of the staff will be subject to discipline or reported to the authorities.

A staff member who believes threatening behavior has been directed toward him/her should report the incident to his/her direct supervisor. If the direct supervisor is alleged to have made the threatening behavior toward a staff member, the staff member should report the incident to the Superintendent. If the Superintendent is alleged to have made the threatening behavior toward a staff member, the staff member should report the incident to the Board of Education President.

~~The Superintendent shall implement guidelines whereby students and employees understand this policy and appropriate procedures are established for prompt and effective action on any reported incidents.~~

Legal R.C. 2917.11

Book	Policy Manual
Section	Ready for Production
Title	Copy of JOB-RELATED EXPENSES
Code	po4440
Status	
Adopted	November 19, 2007

4440 - **JOB-RELATED EXPENSES**

The Board of Education may provide for the payment of the actual and necessary expenses, including traveling expenses, of any classified staff member of the District incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board ~~and in accordance with the Superintendent's administrative guidelines~~.

The validity of payments for job-related expenses shall be determined by the Treasurer. Pre-approval for estimated travel expenses by the principal/supervisor is required.

The Board may pay the expenses of classified staff members when they attend meetings with prior approval in accordance with the policy of this Board ~~and in accordance with the administrative guidelines of the Superintendent~~.

Classified staff members are expected to exercise the same care incurring travel expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Unauthorized costs and additional expenses incurred for personal preference or convenience will not be reimbursed.

Unauthorized expenses include but are not limited to alcohol, movies, supplemental insurance on rental cars, fines for traffic violations, and the entertainment/meals/lodging of spouses or guests.

Accrual of personal frequent-flyer miles, hotel "bonus points", credit card "rewards", or any other reward under similar affinity programs (including credit points or rewards directed to non-profit organizations) is strictly prohibited.

This policy does not address every issue, exception, or contingency that may arise in the course of travel.

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of CREATING A POSITION
Code	ag3111a
Status	
Adopted	November 19, 2007

~~3111A~~ ~~**CREATING A POSITION**~~

~~The Board of Education has reserved the right, in its discretion, to create new positions and specify the number of professional staff members in each category. In compliance with that policy the Board has adopted the following guidelines for the creation of a District position:~~

A. ~~Each position shall be preceded by the preparation of a job description for the new position.~~
B. ~~The title of the new position shall be the same as the title on the license required to hold that position wherever possible.~~
C. ~~Where the job title does not coincide with the license title, the job description will be sent to the Superintendent for approval.~~
D. ~~Following Superintendent approval, a determination will be made as to whether the new job falls within contract guidelines or is discretionary; salary will then be set for the position.~~
E. ~~The new position will be presented to the Board with a recommendation for adoption.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of VERIFICATION OF EMPLOYMENT ELIGIBILITY
Code	ag3111b
Status	
Adopted	November 19, 2007

~~3111B - **VERIFICATION OF EMPLOYMENT ELIGIBILITY**~~

~~In order to comply with Federal law the following verification of employment eligibility procedures will apply:~~

~~**Completion of Form I-9**~~

~~The Superintendent's office will have the following employees complete Form I-9:~~

A. ~~Persons hired after May 31, 1987 - Form I-9 must be completed within three (3) business days of the date of the hire. If an individual is employed for less than three (3) days, the form must be completed before the end of the employee's first working day.~~
B. ~~Persons hired between November 7, 1986 and May 31, 1987 - Form I-9 must have been completed before September 1, 1987.~~

~~The following individuals do not need to complete Form I-9:~~

A. ~~persons hired before November 7, 1986~~
B. ~~persons hired after November 6, 1986, who left your employment before June 1, 1987~~
C. ~~persons who are employed by a contractor providing contract services~~
D. ~~persons who are independent contractors~~

~~The Superintendent's office is also responsible for reverifying employment eligibility of employees whose employment eligibility documents carry an expiration date.~~

~~**Preparation of Documents for Inspection**~~

~~U.S. Immigration and Naturalization Service (INS) or Department of Labor (DOL) Officers are required to give employers three (3) days advance notice before an inspection. The Director of Personnel will assemble the I-9 forms in preparation for the inspection. Failure to provide the I-9 forms could result in civil money penalties for each employee for whom the Form was not completed, retained, or presented.~~

~~**Retention of Employee Identification and Social Security Number**~~

~~The Board will retain a photocopy of either the employee's driver's license or passport showing the employee's identity and valid social security number.~~

Legal	P.L. 99-603 Immigration Reform and Control Act of 1986

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of SELECTION OF PROFESSIONAL PERSONNEL
Code	ag3120a
Status	
Adopted	November 19, 2007

~~3120A - **SELECTION OF PROFESSIONAL PERSONNEL**~~

A. ~~**Introduction**~~

1. ~~The Board of Education shall make all appointments to positions on the basis of a person's professional qualifications. To implement the desire of the Board to appoint on the basis of merit only, all those who have responsibility for staffing should search diligently within and outside the system for qualified candidates to fill staff positions.~~
2. ~~Each position shall have a job description which shall include, but not be limited to, the following information:~~
    a. ~~the position title~~
    b. ~~its function~~
    c. ~~a listing of the responsibilities and authorizations assigned to the position~~
    d. ~~a description of the reporting and supervisory relationships of the position~~
3. ~~Applications are invited for all staff openings from present staff members.~~

B. ~~**Qualifications**~~

1. ~~The qualities desired beyond the minimum license requirements are:~~
    a. ~~formal training appropriate to the duties and responsibilities of the particular position;~~
    b. ~~experience, both quantitative and qualitative, related to the particular position;~~
    c. ~~demonstrated ability in the particular position;~~
    d. ~~demonstrated ability to work harmoniously with others, both with those of greater and lesser responsibility and authority;~~
    e. ~~evidence of high educational and professional standards;~~
    f. ~~demonstrated loyalty to the administration and other staff where presently employed;~~
    g. ~~evidence of commitment to professional growth;~~
    h. ~~evidence of professional work habits and conduct consistent with the ethics of the profession.~~
2. ~~Each candidate shall submit the following information in the form requested by the District:~~
    1. ~~personal data, limited to those allowed by law~~
    2. ~~licenses held~~
    3. ~~record of educational and professional training (including transcripts)~~
    4. ~~record of experience applicable to the position, e.g. teaching, counseling, administration, etc.~~
    5. ~~reports from references~~

~~Any new employee who has either administrative responsibilities and/or supervisory functions with staff is to be provided with a copy of the Ohio Ethics Law and verify receipt by signing and returning Form 3120 F3.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of APPOINTMENT OF PERSONNEL TO COMPENSATED CO-CURRICULAR AND EXTRA-CURRICULAR ACTIVITIES
Code	ag3120b
Status	
Adopted	November 19, 2007
Last Revised	April 10, 2017

~~3120B - **APPOINTMENT OF PERSONNEL TO COMPENSATED CO-CURRICULAR AND EXTRA- CURRICULAR ACTIVITIES**~~
~~In addition to the conditions specified in Policy 3120.08 or the terms of a current negotiated, collectively bargained agreement, as openings occur on co-curricular and extra-curricular positions, they shall be posted in appropriate locations in the District and, if necessary, the community prior to the application deadline.~~
~~The following guidelines shall apply:~~

A. ~~Applications for co-curricular and nonathletic, extra-curricular activities are to be made in writing to building principal.~~
B. ~~Applications for athletic activities are to be made in writing to Athletic Director.~~

~~With the assistance of the appropriate building administrator(s), the Superintendent shall recommend all appointments to the Board of Education annually.~~
~~Prior to the employment of any individual whether licensed/certificated or non-licensed/non-certificated, the Superintendent shall also verify, in addition to possession of an active Pupil Activity Program Permit where required, that each person to be recommended to direct, supervise, or coach a student activity program is competent to perform such duties. An individual's competence shall be determined by the following:~~

A. ~~evidence of successful experience during which the individual has demonstrated the ability to work effectively with students~~
B. ~~evidence of substantive knowledge of the student activity program, such as successful completion of a college or university course on such activity program or successful experience, as determined by the Board, in such activity program~~
C. ~~knowledge of applicable rules and regulations established by the District~~
D. ~~evidence of completion of the National Federation of State High School Associations (NFHS) fundamentals of coaching course (www.nfhslearn.com)~~
E. ~~evidence that the individual passed a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 3121)~~

~~In addition, prior to the employment of any individual to direct, supervise or coach a pupil activity program that involves athletics, routine or regular physical activity or health and safety considerations, as determined by the District, whether licensed/certificated or non-licensed/non-certificated, the Superintendent shall also verify that each person to be recommended show evidence that the individual:~~

A. ~~is deemed to be of good moral character as defined in paragraph (L) of rule 3301-24-01 of the Administrative Code;~~
B. ~~has evidence of successful completion of an approved cardiopulmonary resuscitation (CPR) training course, which shall remain valid during the life of the student activity permit and shall be verified by the hiring authority;~~
C. ~~has evidence of successful completion of a training program that is specifically focused on brain trauma and brain injury management, pursuant to R.C. 3319.303, which shall remain valid during the life of the student activity permit and shall be verified by the Superintendent; and~~
D. ~~has evidence of successful completion of one (1) of the following, which shall remain valid during the life of the student activity permit and shall be verified by the Superintendent:~~

    1. ~~a nationally recognized first-aid training program as designated on the approved list provided by the Ohio Department of Education (ODE) (located in the student activity provider information packet available on the department's website at education.ohio.gov); or~~
    2. ~~a college or university course on the health and safety of participants in a student activity program; or~~
    3. ~~a two (2) hour first-aid training course (which shall be pre- approved in accordance with the policies and procedures of the Ohio Department of Education (ODE) located in the student activity provider information packet~~

~~available on the department's website at education.ohio.gov); or~~

4. ~~be the holder of a currently valid professional board license in one (1) of the categories specified on the approved list provided by the ODE (located in the student activity provider information packet available on the department's website at education.ohio.gov).~~

~~Those assigned positions during the previous year shall have priority for assignment as long as their evaluations reflect adequate or better performance of regularly assigned responsibilities.~~
~~Form 3120.08 F1 should be completed with all individuals who are not regular members of the staff.~~
~~Revised 9/10/08~~
~~Revised 10/14/13~~
~~Revised 4/10/17~~
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Legal R.C. 2909.34, 3319.39, 3319.303, 3319.539

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of PRE-EMPLOYMENT INTERVIEW QUESTIONS
Code	ag3120c
Status	
Adopted	November 19, 2007
Last Revised	April 11, 2016

~~3120C~~ **~~PRE-EMPLOYMENT INTERVIEW QUESTIONS~~**

~~Asking an applicant questions prohibited by the Equal Employment Opportunity Act during pre-employment interviews could open the door for a job candidate to take legal action against the District. The following guideline outlines the questions that are appropriate and those that should be avoided.~~

~~YOU CANNOT ASK:~~

A. ~~any question that would indicate race or color of applicant or applicant's relatives;~~
B. ~~any question that would indicate gender, unless job-related;~~
C. ~~applicant's religion or religious customs and holidays; recommendations from church officials;~~
D. ~~place of birth; if applicant, spouse, or parents are native-born or naturalized; date of citizenship; or for other proof of citizenship before hiring (proof of citizenship required on I-9 Form); length of residency in U.S.;~~
E. ~~marital status before hiring, the number and age of children, who cares for them, and if applicant plans to have more;~~
F. ~~to see military service records; about military service with any country other than U.S.;~~
G. ~~nationality, racial, or religious affiliation of school attended;~~
H. ~~how foreign language ability was acquired;~~
I. ~~inquiries about arrests, convictions or pending charges;~~
J. ~~listing of all clubs to which the applicant belongs or has belonged;~~
K. ~~that a candidate provide a photograph before hiring or that one be taken during an interview;~~
L. ~~height and weight or physical/mental characteristics that do not relate directly to the job specifications, past or current medical conditions not directly related to job specifications;~~
M. ~~whether applicant lives with a disabled individual (whether related or not);~~
N. ~~whether applicant plans to marry or plans to have a family;~~
O. ~~whether applicant has any military obligation; type of military discharge;~~
P. ~~inquires about age (other than whether applicant is eighteen (18) years of age).~~

~~YOU CAN ASK:~~

A. ~~for applicant's current and previous address; (unless designed to determine foreign address indicating place of birth); phone number; length at current address;~~
B. ~~whether applicant is eighteen (18) years of age or older;~~
C. ~~whether the applicant is lawfully authorized to work in the United States;~~
D. ~~if applicant has served in the U.S. armed forces including branch of service and rank attained; job-related experience acquired in the military;~~
E. ~~academic, professional, or vocational school attended; language skills such as reading and writing, foreign languages, grades, degrees, majors, etc.;~~
F. ~~personal and professional and other work references not relating to race, color, religion, gender, national origin, or ancestry;~~
G. ~~professional and social organization membership, so long as affiliation does not identify and is not used to discriminate on the basis of gender, race, national origin, or ancestry;~~
H. ~~willingness to perform job functions;~~
I. ~~willingness to work required work schedule and under prescribed working conditions.~~

~~AFTER HIRING, YOU MAY OBTAIN:~~

A. ~~marital status and number/age of dependents for insurance and tax purposes;~~
B. ~~proof of age;~~
C. ~~status of citizenship (I-9 Form);~~

D. ~~race, if done pursuant to required or approved affirmative action plan and maintained separately from applicant file;~~
E. ~~a copy of military discharge certificate.~~

~~Revised 10/14/13~~
~~Revised 4/11/16~~
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Legal R.C. 2909.34

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of EMPLOYMENT OF PERSON CONVICTED OF A CRIME
Code	ag3120e
Status	
Adopted	November 19, 2007

~~3120E~~ ~~**EMPLOYMENT OF PERSON CONVICTED OF A CRIME**~~

~~A candidate for employment who has been convicted of a crime may be employed only if all of the following conditions exist:~~

A. ~~The offense was a misdemeanor; (no former felon is ever eligible)~~
B. ~~The victim was not under eighteen (18) years of age;~~
C. ~~At least five (5) years have passed since the candidate was fully discharged from imprisonment or probation or had his/her conviction sealed in accordance with R.C. 2953.32;~~
D. ~~The candidate provides written confirmation from a court or counselor that s/he has been rehabilitated;~~
E. ~~The candidate's employment will not jeopardize in any way the health, safety, or well-being of fellow staff members, students, the administration, or parents and visitors.~~

~~The following factors are to be considered prior to making an employment decision:~~

- ~~age at the time of the misdemeanor~~
- ~~age and ability of the victim~~
- ~~nature and seriousness of the misdemeanor~~
- ~~circumstances under which the misdemeanor was committed~~
- ~~the degree to which the candidate participated in the misdemeanor~~
- ~~time lapsed since discharge from imprisonment or probatio~~
- ~~likelihood that circumstances that lead to the misdemeanor will reoccur~~
- ~~whether the candidate is a repeat offender~~
- ~~the extent to which the position provides an opportunity for commission of a class one misdemeanor or a felony~~
- ~~the candidate's previous employment record~~
- ~~the candidate's rehabilitation efforts and the success of those efforts~~
- ~~whether any criminal proceedings are pending against the candidate~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of JOB DESCRIPTION
Code	ag3120.01
Status	
Adopted	November 19, 2007

~~3120.01 - **JOB DESCRIPTION**~~

~~After reviewing the job description, the professional staff member shall sign and date one copy of the job description, indicating that s/he has received a copy of it and attesting that s/he was given the opportunity to discuss it with his/her immediate supervisor, and, furthermore, understands that it is his/her responsibility to perform satisfactorily the duties and responsibilities described therein.~~

~~This signed copy shall be included in the professional staff member's personnel file.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of EMPLOYMENT OF SUBSTITUTES
Code	ag3120.04
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

~~3120.04 **EMPLOYMENT OF SUBSTITUTES**~~

A. ~~**Procedures Leading to Appointment**~~
~~The Superintendent's Office is responsible for maintaining a list of qualified substitutes for all teaching and related positions.~~
~~Interested persons are to complete an application form and return it to the Superintendent's Office.~~
~~The investigation and interview procedures described in AG 3120A will be used, as applicable to the position. Each substitute will be required to undergo a criminal history record check as described in AG 3120A.~~
~~Upon approval of the Superintendent, substitutes' names will be placed on the official substitute list.~~
~~Substitutes also must pass a background check performed by the Bureau of Criminal Identification and Investigation.~~

B. ~~**In-School Procedures**~~
~~Each principal is to develop procedures which ensure each substitute has completed necessary forms; received appropriate instructions, plans, and other resources needed to function properly in the position and the building; and been observed early and regularly in the performance of his/her responsibilities.~~

C. ~~**Long-Term Substitutes**~~
~~A person will be considered a long-term substitute if s/he is appropriately licensed and the staff member for whom s/he has been hired to replace has a leave which extends for more than sixty (60 consecutive school days in the same position. The long-term substitute position will be terminated by the end of the school year.~~

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Legal R.C. 2909.34, 3319.39

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of EMPLOYMENT OF SUMMER SCHOOL STAFF
Code	ag3120.05
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

~~3120.05 **EMPLOYMENT OF SUMMER SCHOOL STAFF**~~

~~When not otherwise specified in the terms of a negotiated, collectively bargained agreement, the following procedures will hold for selection of staff members for the summer school:~~

A. ~~An announcement will be made to all staff members listing those positions available, hours required, rate of pay, and procedure for making application.~~
B. ~~First priority will be given to District professional staff members serving in regular school programs and previous summer school programs.~~
C. ~~Consideration will be given to people outside of the District only when no qualified District professional staff members are available.~~
D. ~~Applicants are expected to have obtained the recommendation of their principal or immediate supervisor.~~
E. ~~Only those candidates who are best qualified to perform the duties of the position shall be recommended for employment.~~

~~Summer school staff members also must pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation.~~

~~Summer school assignments will be contingent upon having a minimum enrollment for the courses scheduled. The minimum enrollment for a course shall normally be that number of students necessary to cover the costs of the course.~~

~~Summer school assignments do not carry over automatically from year to year. All such positions will be reopened annually.~~

~~Revised 9/10/08~~

~~Revised 10/14/13~~

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Legal	R.C. 2909.34, 3319.39

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of CRIMINAL HISTORY RECORD CHECK
Code	ag3121
Status	
Adopted	November 19, 2007
Last Revised	December 8, 2014

~~3121 **CRIMINAL HISTORY RECORD CHECK**~~

~~**New Employees**~~

~~Prior to making any offer of employment to a new applicant for a professional staff position, whether it be for full-time or part-time employment, the following procedure is to be used:~~

A. ~~The applicant must be informed either by direct communication or by information on the application form that a criminal history record check must be obtained at the expense of the applicant and submitted at the time of application to the District. The applicant should be told to indicate on the request that the criminal history record check is being required by R.C. 3319.39. (see Form 3121 F1)~~
B. ~~The prospective employee may submit or ask the District to obtain from the Bureau of Criminal Identification and Investigation (BCII) the results of a criminal history record check conducted by BCII providing the application is within twelve (12) months of the date the check was done.~~
C. ~~The prospective employee is to submit a set of fingerprints on an authorized format prescribed by the BCII which will also be submitted to the Federal Bureau of Investigation (FBI) for criminal history information.~~
D. ~~Each request must be accompanied by a check, payable to the Bureau of Criminal Identification and Investigation in the amount stipulated by the BCII. Costs related to obtaining the criminal history record check are to be borne by the applicant.~~
   ~~The request shall also include an envelope addressed to the Superintendent.~~
E. ~~When the certified report is presented by the candidate, a photocopy is to be made for possible insertion in the person's confidential personal file, should s/he be employed, and the original returned to the applicant.~~
F. ~~The Superintendent shall determine whether or not to consider disqualification of a prospective employee based on the records check.~~
G. ~~All information received from the records check shall be kept confidential by the person receiving the report and is to be shared only with the Superintendent. If the prospective employee is subsequently employed, the record check shall be kept in his/her confidential file. If not employed, it shall be returned to the prospective employee.~~

~~**Offenses**~~

~~No person is to be employed if s/he has pled guilty to or has been convicted of any offense enumerated under R.C. 3319.39 (B)(1).~~

~~**Current Employees**~~

~~Prior to January 1, 2010, any current licensed professional staff member, as defined in Policy 8141, shall be required to undergo a criminal record check as described above, upon renewal of any license, certificate or permit. After January 1, 2010, a current licensed professional staff member will not be required to undergo a subsequent criminal history records check conducted by BCII if the employee: 1) has previously had a BCII criminal records check (for employment or licensure purposes); and 2) provides proof of continuous Ohio residency for the preceding five (5) years. Under such circumstances, the current licensed professional staff member will only be required to undergo a criminal history records check through the FBI. In the case of a professional staff member holding a permanent teaching certificate, such criminal background check shall occur no less than every five (5) years on or before September 5th of the fifth year.~~

~~**Waiver**~~

~~The State Department of Education may waive the requirements of a criminal background check for those professional staff members seeking the issuance or renewal of a license, certificate or permit, who have undertaken such process within the immediately preceding year.~~

~~**Effect of Guilty Plea and/or Conviction of Enumerated Crimes**~~

~~Professional staff members determined by virtue of a criminal records check to have pled guilty to or have been convicted of any offense enumerated under R.C. 3319.39(B)(1), including a judicial finding for intervention in lieu of conviction and/or participation in a pre-trial diversion program relating to any of the offenses listed therein and described above, or who are~~

~~otherwise determined to have engaged in conduct unbecoming the teaching profession under certain specific circumstances set forth in Policy 8141, are subject to the mandatory State reporting requirements in addition to the initiation of an action by the Board to terminate their employment.~~

~~Revised 2/11/08~~

~~Revised 10/22/09~~

~~Revised 12/8/14~~

Book	Administrative Guideline Manual
Section	3000 Professional Staff
Title	NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
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3122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

These administrative guidelines are established to assist in the proper implementation of Policy 3122 and Policy 3122.02.

Policy 3122 states:

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.

The following person(s) have been designated to handle inquiries regarding the nondiscrimination policies of the District or to address any complaint of discrimination:

Name and/or Title: Director of Four Cities Educational Compact

Address: 524 Broad St. Wadsworth, OH 44281

Telephone No.: 330-336-3571

Notice of the Board's policy on nondiscrimination in employment practices shall be posted throughout the District, published in any District statement regarding the availability of employment, and in any staff handbooks.

Sex-Based Discrimination

Discrimination against a transgender individual because that person is transgender is discrimination based on sex and therefore a violation of Title VII. Specifically, discrimination against transgender individuals on the basis of sex stereotyping/gender-nonconformity constitutes sex discrimination. This is true irrespective of the cause of the person's gender non-conforming behavior.

Additionally, employment actions based upon an individual's sexual orientation are suspect and potentially impermissible.

Administrators are required to investigate allegations of conduct involving the discrimination or harassment of an employee or applicant based upon his/her transgender identity or sexual orientation.

Any questions concerning whether alleged conduct might violate this prohibition should be promptly brought to the Superintendent's attention.

Military Status

For purposes of this policy/administrative guideline, "military status" refers to a person's status in the uniformed services which includes the performance of duty, on a voluntary or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, and performance of duty or training by a member of the Ohio organized militia. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

Revised 9/10/08
Revised 4/19/10
Revised 10/14/13

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Book	Administrative Guideline Manual
Section	3000 Professional Staff
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3122B - **COMPLAINT PROCEDURES FOR NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/ACCESS**

If a person believes that s/he has been discriminated against or denied equal opportunity or access to the District's programs, activities or services, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

The following person is designated as the District's Civil Rights Coordinator:

Title: Director of Four Cities Educational Compact

School: Wadsworth City School District

Address: 524 Broad St. Wadsworth, OH 44281

Phone: 330-336-3571

The individual may also, at any time, contact the U.S. Department of Education, Office for Civil Rights, Cleveland Office, 600 Superior Avenue East, Suite 750, Cleveland, Ohio 44114-2611; Telephone: (216) 522-4970; Fax: (216) 522-2573; TDD: (216) 522-4944; E- mail: ocr.cleveland@ed.gov; Web: http://www.ed.gov.ocr.

Internal Complaint Procedures

A person who believes s/he has a valid basis for a complaint may discuss the matter informally and on an oral basis with the District's Civil Rights Coordinator, who will investigate the complaint and reply with an answer to the complainant. If the informal procedures do not resolve the matter to the complainant's satisfaction or s/he skips the informal process, s/he may initiate formal procedures according to the following steps:

Step 1

Investigation by the District Civil Rights Coordinator: A person may initiate a formal investigation by filing a written complaint (Form 3122 F1) with the District Civil Rights Coordinator. The complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, and describe the alleged discriminatory action in sufficient detail to inform the Civil Rights Coordinator of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the Civil Rights Coordinator for good cause. The Civil Rights Coordinator will conduct an impartial investigation of the complaint. As part of the investigation, the Civil Rights Coordinator shall permit the complainant to present witnesses and other evidence in support of his/her complaint. The investigation shall be completed within fifteen (15) business days of the written complaint being filed. The Civil Rights Coordinator will notify the complainant in writing of his/her decision and will maintain the District's files and records relating to the complaint.

Step 2

Appeal to the Superintendent: If the complainant is not satisfied with the Civil Rights Coordinator's Step 1 decision, s/he may submit, in writing, a signed statement of appeal to the Superintendent within five (5) business days after receipt of the Coordinator's response. The Superintendent will review the case, may conduct an informal hearing, and will notify the complainant within ten (10) business days of receiving the appeal.

Step 3

Appeal to the Board of Education: If the complainant remains unsatisfied, s/he may appeal through a signed written statement to the Board of Education within five (5) business days of his/her receipt of the Superintendent's response in Step 2. 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 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 in the appropriate Federal District Court. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

The Civil Right's Coordinator will provide a copy of the District's complaint procedure to any person who files a complaint and will investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Civil Rights Coordinator's office.

PROHIBITION AGAINST RETALIATION

The Board will not discriminate against, coerce, intimidate, threaten, or interfere with any individual because the person opposed any act or practice made unlawful by any Federal 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.

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~~3122C -~~ **~~COMPARATIVE ANALYSIS OF EMPLOYMENT RELATED PROVISIONS OF ADA AND SECTION 504~~**

~~Issue~~	~~Section 504~~	~~ADA~~
~~Coverage~~	~~Covers only recipients of Federal funds~~	~~Covers all employers with 15 or more employees; adds 2-year exemption for employers with less than 25 employees~~
~~Definition of "Qualified Individual with Disability"~~	~~A disabled person who, with "reasonable" accommodation, can perform the essential functions of the job~~	~~An individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position~~
~~Reasonable Accommodation~~	~~Reasonable Accommodation may include:~~	~~Reasonable Accommodation may include:~~
~~making facilities used by employees readily accessible and usable by disabled persons~~	~~making facilities readily accessible~~	
~~job restructuring, part-time or modified work schedules~~	~~job restructuring, part-time or modified work schedules~~	
~~No comparable provision~~	~~reassignment to a vacant position~~	
~~acquisition or modification of equipment or devices~~	~~acquisition or modification of equipment or devices~~	
~~No comparable provision~~	~~appropriate adjustment or modifications of examinations, training materials or policies~~	
~~provision of readers or interpreters~~	~~provision of readers or interpreters~~	
~~Undue Hardship~~	~~Factors considered:~~	~~Factors considered~~
1. ~~size of the organization and its budget~~ 2. ~~type of operation~~	1. ~~size of the organization and its budget~~ 2. ~~type of operation~~ 3. ~~nature and cost of accommodation~~	

3. ~~nature and cost of accommodation~~

~~Drug and Alcohol Use~~	~~Current drug use is not considered a disability~~	~~Current drug use is not considered a disability~~
~~Current alcohol abuse that prevents individual from performing duties of the job or that constitutes direct threat to property or safety of others is not considered a disability~~	~~Current alcohol abuse that prevents individual from performing duties of the job or that constitutes direct threat to property or safety of others is not considered a disability~~	
~~Communicable Diseases~~	~~Term "individual with disabilities" excludes any individual with a communicable disease which would constitute a direct threat to the health or safety of others or which renders the individual unable to perform the job~~	~~Permits qualification standard requiring that an individual with a currently communicable disease or infection not pose a direct threat to the health or safety of others~~
~~Relationships or Associations~~	~~No comparable provision~~	~~Prohibits discrimination based on relationship to or association with another disability~~

Book	Administrative Guideline Manual
Section	3000 Professional Staff
Title	SECTION 504/ADA - PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
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3123A - **SECTION 504/ADA - PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The Board of Education prohibits discrimination against any employee or applicant based on his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability against qualified individuals with disabilities in every aspect of employment. Specifically, the Board does not discriminate on the basis of disability against a qualified individual in regard to:

A. recruitment, advertising, and job application procedures;

B. hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

C. rates of pay or any other form of compensation and changes in compensation;

D. job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

E. leaves of absence, sick leave, or any other leave;

F. fringe benefits available by virtue of employment, whether or not administered by the Board;

G. selection and financial support for training, including: apprenticeships, professional meetings, conferences and other related activities, and selection for leaves of absence to pursue training;

H. activities sponsored by the Board, including social and recreational programs; and

I. any other term, condition, or privilege of employment.

The Board will provide a reasonable accommodation to a qualified applicant and employee who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

An individual with a disability is anyone who:

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

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

C. **is regarded as having** a physical or mental impairment that substantially limits one or more major life activities (i.e., has a physical or mental impairment that does not substantially limit major life activities but is treated by the District as constituting such a limitation, or has a physical or mental impairment that substantially limits major life activities only as

a result of the attitude of others toward such impairment, or has none of the physical or mental impairments recognized by Section 504/ADA but is treated as having such an impairment).

Major life activities include, but are not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

Physical or mental impairment means:

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

1. neurological
2. musculoskeletal
3. special sense organs
4. respiratory, including speech organs
5. cardiovascular
6. reproductive
7. digestive
8. genitourinary
9. hemic and lymphatic
10. skin
11. immune
12. circulatory
13. endocrine

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

While the determination of whether an impairment substantially limits a major life activity is an individualized one that is case specific, given the inherent nature of the following impairments, as a factual matter, they will virtually always be found to impose a substantial limitation, at a minimum, on the major life activity indicated: deafness substantially limits hearing; blindness substantially limits seeing; an intellectual disability substantially limits brain function; partially or completely missing limbs or mobility impairments requiring the use of a wheelchair substantially limits musculoskeletal function; autism substantially limits brain function; cancer substantially limits normal cell growth; cerebral palsy substantially limits brain function; diabetes substantially limits endocrine function; epilepsy substantially limits neurological function; Human Immunodeficiency Virus (HIV) infection substantially limits immune functions; multiple sclerosis substantially limits neurological function; muscular dystrophy substantially limits neurological function; and major depressive disorder, bipolar disorder, post-traumatic stress disorder, obsessive compulsive disorder, and schizophrenia substantially limits brain function.

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

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

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

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

B. with respect to employment, any individual who is an alcoholic whose current use of alcohol prevents such individual from performing the duties of the job in question or whose employment, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others;

C. with respect to employment, an individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job;

D. an individual on the basis of homosexuality or bisexuality;

E. an individual on the basis of:

1. transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairment, or other sexual behavior disorders;

2. compulsive gambling, kleptomania, or pyromania; or

3. psychoactive substance use disorders resulting from current illegal use of drugs.

Individual with a disability includes an individual who:

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

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

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

Public Notice

Recruitment materials, job announcements and all other materials/publications published by the Board must contain the following statement that the Board does not discriminate against disabled persons in employment or the provision of services. This requirement may be met by including an insert in existing publications or revising and reprinting publications.

Equal Employment Opportunity Statement

The Wadsworth City School District Board of Education does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or genetic information in employment or the provision of services.

The Board will also include a notice of reasonable accommodation requirements on District employment application forms and post notices that employee reasonable accommodation Request Forms may be obtained from the District's Section 504 Compliance Officer (who also serves as its ADA Coordinator).

Decision-Making Process for Determining/Identify Reasonable Accommodations and Undue Hardship

In determining the appropriate accommodation in the employment situation, the District will take into account two (2) factors:

A. the specific abilities and functional limitations of the particular applicant or employee with a disability; and

B. the specific functional requirements of the particular job.

A reasonable accommodation is "any change in the work environment or in the way things are customarily done that enables an individual with a disability to enjoy equal employment opportunities." Many times a reasonable accommodation will be obvious and made without difficulty and at little or no cost. The District Section 504 Compliance Officer/ADA Coordinator will first inquire of the individual with the disability as to any possible suggestions s/he may have for a simple change or adjustment that will serve as an effective accommodation. The District recognizes that employees with disabilities can be useful sources of the information on what type of accommodation they need, where to obtain information on appropriate accommodations, and where to purchase accommodations.

If, however, the identification of a reasonable accommodation proves difficult, the District will utilize an informal, interactive process whereby it and the individual will work together to identify the appropriate accommodation. The interactive process will include any and/or all of the following steps, as may be appropriate:

A. Examination of the particular job involved and determination of its purpose and essential functions. The District will conduct an individual assessment of the particular job at issue in order to analyze the actual job duties ("essential functions") and determine the true purpose or object of the job.

B. The District will then consult with the individual with a disability to find out his/her specific physical or mental abilities and limitations as they relate to the essential job functions. This will help the parties to identify the barriers to job performance and assess how these barriers could be overcome with an accommodation.

C. In consultation with the individual, the District will identify potential accommodations and assess how effective each would be in enabling the individual to perform essential job functions.

D. If the parties are still not able to identify an appropriate accommodation, the District will seek technical assistance.

E. If there are several effective accommodations that would provide an equal employment opportunity, the District will select the accommodation that best serves the needs of the individual and the District. While the District will give the individual with a disability's preference first consideration, the District may choose among effective accommodations and select the accommodation that is less expensive or easier to provide. The District may consider the cost, efficiency and availability of the alternative accommodations in selecting an effective accommodation. The District does not have the obligation to provide the "best" accommodation possible, so long as it provides an accommodation that is sufficient to meet the job-related needs of the individual being accommodated.

The District will not provide an accommodation without first checking with the employee since the employee may not need or want an accommodation, or the unrequested accommodation may not meet the employee's functional limitation. The District will respect an individual with a disability's right not to accept an accommodation if s/he has not requested it and does not feel one is necessary.

However, if this results in the individual failing to perform essential functions, s/he may be considered unqualified and may either be refused employment or discharged.

The District may decline to provide desired accommodations if it determines such accommodations will result in an undue hardship. An undue hardship entails a significant difficulty or expense in, or resulting from, the provision of the accommodation. Such hardship is not limited to financial difficulty but rather encompasses any accommodation that would be unduly costly, extensive, substantial or disruptive, or that would fundamentally alter the nature or operation of the program. If the cost of an accommodation would impose an undue hardship, the District will give the individual with the disability the option of paying that portion of the cost which would constitute an undue hardship or providing the accommodation. Further, the District will not consider employee morale or the attitudes of others when determining undue hardship.

Decisions not to provide a reasonable accommodation will be in writing and accompanied by an explanation of the decision not to act.

Reasonable accommodations may include:

A. Making facilities used by employees readily accessible to and usable by individuals with disabilities.

B. Job restructuring, part-time or modified work schedule, acquisition or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.

C. Making modifications to existing leave policies and providing leave when needed for a disability, even where an employer does not offer leave to other employees.

D. Reassignment to a new job because the disability prevents the employee from performing one (1) or more essential functions of the current job, even with a reasonable accommodation, or because any accommodation in the current job would result in undue hardship. If reassignment is required, the Board will place the employee in a vacant position for which s/he is qualified, without requiring the employee to compete with other applicants for open positions, except reassignment does not include promotion, and generally does not involve placing an employee in a vacant position when another employee is entitled to the position under a uniformly-applied seniority system (i.e., a negotiated collective bargaining agreement).

Factors to be considered when determining whether an accommodation would impose an undue hardship on the operation of the District's program or activity include:

A. the overall size of the District's program or activity with respect to number of employees, number and type of facilities, and size of budget;

B. the type of the District's operation, including the composition and structure of the District's workforce; and

C. the nature and cost of the accommodation needed.

Employment Criteria

The District will not use qualification standards, employment tests or other selection criteria that screen out or tend to screen out an individual with a disability or a class of individuals with disabilities, on the basis of disability, unless the standard, test or other selection criteria, as used by the Board, is shown to be job-related for the position in question and consistent with business necessity.

The District will select and administer tests concerning employment so that when administered to an applicant or employee who has a disability that impairs sensory, manual or speaking skills, the test results accurately reflect the applicant's or employee's job skills, aptitude, or whatever other factor the test purports to measure, rather than reflecting the applicant's or employee's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

Pre-employment Inquiries

Except as authorized by law, the District will not conduct a pre-employment medical examination or make pre-employment inquiry of an applicant as to whether the applicant is an individual with a disability or as to the nature or severity of a disability. The District will, however, make pre-employment inquiry into an applicant's ability to perform job-related functions - this includes requesting the applicant to describe or demonstrate how s/he would perform the functions.

The District may give a physical agility test at any point in the application or employment process, since such tests are not medical exams. When the District decides to give such a test it must give the test to all similarly situated applicants or employees regardless of disability.

Some examples of alternative test formats and reasonable accommodations are:

A. allowing people with certain learning or dexterity disabilities to take extra time on a test;

B. assuring the test site is accessible to a person with a mobility impairment;

C. allowing a person with a mental disability who cannot perform well with distractions to take a test in a separate room, if a group test setting is not relevant to the job; and

D. providing Braille, large print, a reader or a computer for people with vision impairments.

If the District conditions an offer of employment on the results of a medical examination conducted prior to the employee's entrance on duty, the District will:

A. subject all entering employees to such an examination regardless of disability, and

B. the results of the examination will be used only as authorized by law.

The successful candidate who is required to submit to a medical examination, as well as the medical provider that is designated by the Board to conduct the examination, will be directed not to collect or provide any genetic information, including the candidate's medical history, in the report of the medical examination.

Information obtained as to the medical condition of the applicant, including any inadvertently provided genetic information, will be collected and maintained on separate forms that shall be accorded confidentiality as medical records, except that:

A. supervisors and managers may be informed regarding restrictions on the work or duties of individuals with disabilities and regarding necessary accommodations;

B. first aid and safety personnel may be informed where appropriate, if the condition might require emergency treatment; and

C. government officials investigating compliance with Section 504, the ADA and/or the Genetic Information Nondiscrimination Act ("GINA") shall be provided relevant information upon request.

Interviews

All of the topics labeled off-limits with respect to job applications are likewise prohibited as subjects of inquiry during job interviews. The District, however, may ask questions that relate to an applicant's ability to perform job-related functions so long as it does not phrase the questions in terms of disability. The interviewer may ask about an applicant's ability to perform both essential and marginal job functions. In addition, the interviewer may describe or demonstrate job function(s) and inquire whether the applicant can perform that function(s) with or without reasonable accommodation. Along the same lines, the interviewer may ask the applicant to describe or demonstrate how, with or without reasonable accommodation, s/he will perform the job-related functions. Any questions concerning the need for reasonable accommodation should always be linked with performance on a specific job function. The interviewer should never ask an open-ended question such as "Will you need a reasonable accommodation?"

Interviews should thus concentrate on how applicants will complete tasks that are essential functions, rather than on eliciting information about the applicant's physical or mental condition. Similarly, the District may inquire as to an applicant's ability to perform a job effectively and safely.

According to the EEOC, the following are examples of questions that cannot be asked on a job application or during an interview:

A. Have you ever had or been treated for any of the following conditions or diseases?

B. Please list any conditions or diseases for which you have been treated in the past three (3) years.

C. Have you ever been hospitalized? If so, for what condition?

D. Have you ever been treated by a psychiatrist or psychologist? Is so, for what condition?

E. Have you ever been treated for any mental condition?

F. Is there any health-related reason you may not be able to perform the job for which you are applying?

G. Have you had a major illness in the last five (5) years?

H. How many days were you absent from work because of illness last year?

I. Do you have any physical defects that preclude you from performing certain kinds of work? If yes, describe such defects and specific work limitations?

J. Do you have any disabilities or impairments that may affect your performance in the position for which you are applying?

K. Are you taking prescribed drugs?

L. Have you ever been treated for drug addiction or alcoholism?

M. Have you ever filed for workers' compensation insurance?

Interviewers should not ask a Reference question about an applicant that they could not ask the applicant himself/herself (i.e. previous employers cannot be asked about a former employee's disabilities, illness or workers' compensation history/claims).

The following are pre-employment questions that can be asked:

A. Can you meet the requirements of our attendance policy?

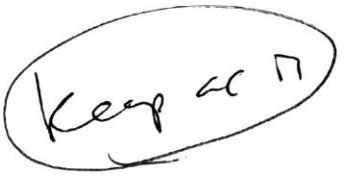
B. Can you perform the tasks of this position with or without an accommodation?

C. Describe or demonstrate how you would perform this function, with or without an accommodation? (Such a question can be asked of applicants who have a known disability that might prevent them from performing a job function. If the disability would not interfere with a job function, however, the person could only be asked to demonstrate job performance if all other candidates must do so.)

   If an applicant indicates s/he has performed particular function with an accommodation, the potential employer may inquire about it.

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Adopted	October 14, 2013



3123B - **SECTION 504/ADA - COMPLAINT PROCEDURES RELATED TO DISABILITY DISCRIMINATION IN EMPLOYMENT**

If a person believes that s/he has been discriminated against on the basis of his/her disability, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

In accordance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504"), employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation or misapplication of Section 504. In addition, employees will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

The following person is designated as the District's Section 504/ADA Compliance Officer ("District's Compliance Officer"):

Director of Student Services (Name(s) and/or Title(s))

524 Broad St. Wadsworth, OH 44281 (address)

330-335-1316 (phone number)

Internal complaints must be put in writing and must identify the specific circumstances or areas of dispute that have given rise to the complaint, and offer possible solutions to the dispute. The complaint must be filed with a District Compliance Officer within the time limits specified below. The District's Compliance Officer is available to assist individuals in filing a complaint.

Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination based upon disability. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights.

A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the District Compliance Officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the District Compliance Officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the District Compliance Officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the District Compliance Officer for good cause.

C. The District Compliance Officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The District Compliance Officer will provide the complainant with a written disposition of the complaint within ten (10)

workdays. If no decision is rendered within ten (10) workdays, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The District Compliance Officer shall maintain the District's files and records relating to the complaint.

D. The Superintendent will, within ten (10) workdays of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

   The Superintendent will render his/her decision within ten (10) workdays of the hearing.

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

F. 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 in the appropriate Federal District Court. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

OCR Complaint

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the Americans with Disabilities Act, as amended ("ADA"), the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"). The OCR can be reached at:

U.S. Department of Education
Office for Civil Rights
Cleveland Office
600 Superior Ave. East, Suite 750
Cleveland, Ohio 44114-2611
(216) 522-4970
FAX: (216) 522-2573
TDD: (216) 522-4944
E-mail: OCR.Cleveland@ed.gov
Web: http://www.ed.gov/ocr

Prohibition Against Retaliation

The Board will not discriminate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under Section 504 or the ADA, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by Section 504 or the ADA.

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of CONTRACTS
Code	ag3124a
Status	
Adopted	November 19, 2007

~~3124A - **CONTRACTS**~~

~~The following guidelines shall govern the appointment of nontenured professional staff members who are not administrators:~~

A. ~~The Superintendent's office shall notify all professional staff members in writing of their appointments. The notification shall be on the approved contract form with one (1) copy retained by the professional staff member and one (1) copy signed and returned.~~
B. ~~Professional staff members agree to perform their work faithfully and observe and enforce all policies of the Board and abide by all relevant District guidelines.~~
C. ~~Every professional staff member before entering upon his/her duty must present a valid license or endorsement.~~
D. ~~Should the salary indicated in the contract differ from that approved by the Board, the salary approved by the Board shall be the salary paid.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of REQUEST FOR REDUCED CONTRACT PERIOD
Code	ag3124b
Status	
Adopted	November 19, 2007

~~3124B - **REQUEST FOR REDUCED CONTRACT PERIOD**~~

~~The District requires that each professional staff member complete the school year for which s/he has contracted. Any request for early release from responsibilities should be made to the Superintendent as early as possible giving full particulars. A decision will be based on the impact on the students and the operation of the school relative to the needs of the professional staff member.~~

~~If a professional staff member is granted early release, his/her salary will reflect days worked only. Pay deductions shall be based on a prorated amount of the annual salary for each day not worked. Fringe benefits and vacation days shall also be adjusted on a prorated basis.~~

~~It is important to note that mere willingness to lose pay does not permit one to be absent arbitrarily. Early release will only be granted when the interests of the District are not seriously jeopardized.~~

~~The same provisions shall apply when a staff member desires to start work at a date later than the contracted date.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of RESIGNATION
Code	ag3141
Status	
Adopted	November 19, 2007
Last Revised	September 10, 2008

~~3141 - **RESIGNATION**~~

~~Each professional staff member shall recognize the obligation to faithfully fulfill the terms of his/her contract until it is dissolved by mutual consent or by due process of law.~~

~~The professional staff member shall not resign to accept a new position elsewhere prior to or during a school year until s/he is assured that a suitable replacement is available or until the Board of Education has had a reasonable opportunity to secure a suitable replacement.~~

~~The Board may release a professional staff member from the terms of a contract when an opportunity is offered for significant professional advancement.~~

~~A professional staff member intending to resign shall submit a written resignation to the Superintendent for conveyance to the Board as far as possible in advance of the effective date of resignation and at least fourteen (14) days prior to the requested date.~~

~~The Superintendent shall, whenever possible, conduct a post-resignation interview to determine the reasons for the resignation.~~

~~Whenever a professional staff member in a position requiring a license resigns because of or in the course of an investigation wherein it is reasonably believed that such employee has engaged in conduct unbecoming the teaching profession, the Superintendent shall immediately take steps to assure that a report of such conduct is made to the State Department in conformance with Policy 8141.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of PHYSICAL EXAMINATION
Code	ag3160a
Status	
Adopted	November 19, 2007

~~3160A~~ ~~**PHYSICAL EXAMINATION**~~

A. ~~Each full-time professional staff member may be asked to present evidence of a satisfactory medical examination from a physician designated by the Board.~~
B. ~~Each professional staff member will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act in order to allow the report of the medical examination to be released to the Board of Education, and to allow the Superintendent or his/her designee to speak to the healthcare provider who conducted the medical examination in order to get clarification (see Form 3160 F2).~~
   ~~Such report should indicate whether the staff member can perform the essential functions of the position, with or without reasonable accommodation. Such report should include a comprehensive report of the medical examination.~~
C. ~~The District will pay for the cost of this required examination, when performed by a Board-assigned physician.~~
D. ~~Each professional staff member is required to be able to perform the essential functions of his/her assigned position, with or without reasonable accommodation, in a satisfactory manner.~~
E. ~~Written evidence that a staff member can perform the essential functions of his/her position, with or without reasonable accommodation, may be required periodically by the Board from a physician of the Board's choosing with the Board assuming the expense of such an examination.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of TUBERCULOSIS EXAMINATION
Code	ag3160b
Status	
Adopted	November 19, 2007

~~3160B - **TUBERCULOSIS EXAMINATION**~~

~~Each professional staff member of the School District shall file with the Superintendent's office proof of freedom from communicable tuberculosis according to law and the administrative guidelines of the Ohio Department of Public Health.~~

~~The statement of freedom from communicable tuberculosis shall be filed prior to the first day of employment and thereafter as required by law.~~

~~Such statement of freedom from communicable tuberculosis and the results of any and all tuberculosis examinations shall be maintained in a separate, confidential personnel file and shall be available for examination by Department of Public Health personnel and the Superintendent or his/her designee.~~

~~If a professional staff member is found to be ill or suffering from tuberculosis in a communicable stage, the Superintendent shall promptly send such professional staff member home with a statement briefly setting forth the discovered facts and advising that a physician be consulted. The professional staff member's employment shall be discontinued or suspended upon such terms as to salary as the Board deems just, until such time that s/he provides written evidence of recovery from the disease from a reputable physician and/or until the school physician has certified that the staff member has recovered. If the professional staff member presents a written certificate from a reputable physician within two (2) weeks of receiving notice from the Board, further examination by the school physician will not be required. Such written certificate and the results of any and all tuberculosis examinations shall not be open to the public, shall be maintained in a separate, confidential personnel file, and shall be available for examination by Department of Public Health personnel and the Superintendent or his/her designee.~~

~~Expenses associated with this administrative guideline shall be the responsibility of the staff member.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of SUBSTANCE ABUSE
Code	ag3170a
Status	
Adopted	November 19, 2007

~~3170A - **SUBSTANCE ABUSE**~~

~~Any professional staff member whose physical characteristics, appearance, behavior, or breath odor suggests to a supervisor that s/he may be under the influence of alcohol shall be requested to take a breathalyzer test at the local police station or local health facility. The professional staff member shall be taken to the station or local health facility by a supervisor.~~

~~Should the professional staff member refuse to take such a test or should the results of the test be positive, s/he shall be disciplined for conduct unbecoming a professional staff member by the Superintendent who shall recommend to the Board of Education the imposition, if any, of further penalties.~~

~~Should a supervisor determine from the physical aspects, appearance, or behavior of a professional staff member that s/he might be under the influence of other drugs, the professional staff member shall be immediately taken to a local health facility for further diagnosis. Should the professional staff member refuse or be found to be under the influence of drugs, s/he shall be disciplined by the Superintendent for conduct unbecoming a professional staff member, and his/her case immediately referred to the Board for disposition.~~

~~Rebuttable Presumption~~

~~Should a professional staff member sustain a workplace injury while s/he is under the influence of alcohol or a controlled substance not prescribed by his/her physician, s/he may be disqualified for compensation and benefits under the Workers Compensation Act. Should the professional staff member test positive for alcohol or a controlled substance in an amount that exceeds the limits allowed under law or refuse to submit to a test for alcohol and/or other drugs after being given notice that such a refusal could affect the employee's eligibility to receive workers' compensation benefits, the employee may dispute or prove untrue the presumption or belief that alcohol and/or other drugs are the proximate cause of the injury (i.e., rebuttable presumption).~~

~~An alcohol or drug test is considered to be a qualifying chemical test for purposes of the Workers Compensation Act if it is administered to the employee after a work-related injury under at least one (1) of the following conditions:~~

A. ~~when the employee's supervisor has reasonable cause to suspect (i.e., reasonable suspicion) that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician~~
   ~~Reasonable suspicion includes, but is not limited to, evidence that an employee is or was using alcohol or a controlled substance drawn from specific, objective facts and reasonable inferences drawn from these facts in light of experience and training, such as:~~
   1. ~~observable phenomena, such as direct observation of use, possession, or distribution of alcohol or a controlled substance, or of the physical symptoms of being under the influence of alcohol or a controlled substance, such as but not limited to slurred speech, dilated pupils, odor of alcohol or a controlled substance, changes in affect, or dynamic mood swings;~~
   2. ~~a pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance such as frequent absenteeism, excessive tardiness, or recurrent accidents, that appears to be related to the use of alcohol or a controlled substance, and does not appear to be attributable to other factors;~~
   3. ~~the identification of an employee as the focus of a criminal investigation into unauthorized possession, use, or trafficking of a controlled substance;~~
   4. ~~a report of use of alcohol or a controlled substance provided by a reliable and credible source; or~~
   5. ~~repeated or flagrant violations of the safety or work rules of the employee's employer, that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appear to be related to the use of alcohol or a controlled substance and that do not appear attributable to other factors.~~
B. ~~at the request of a police officer pursuant to a traffic stop, and not at the request of the Board or~~
C. ~~at the request of a licensed physician who is not employed by the Board, and not at the request of the Board~~

~~Laboratories certified by the United States Department of Health and Human Services or laboratories that meet or exceed the standards of that Department for laboratory certification must be used for processing the test results of such alcohol or drug test.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of PROFESSIONAL CONCERNS
Code	ag3179
Status	
Adopted	November 19, 2007

~~3179 - **PROFESSIONAL CONCERNS**~~

~~If one or more staff members have a nongrievable concern about the behavior of a fellow professional or about some aspect of the operation of the school or District that is not functioning~~

A. ~~as it should, or~~
B. ~~in accordance with an agreed upon plan, or~~
C. ~~because an informal commitment by the administration is not being fulfilled,~~

~~the staff member(s) should make arrangements to discuss the matter with the school principal as soon as feasible.~~
~~If the matter is not or cannot be rectified satisfactorily by the principal, the staff member(s) may request a meeting with the Superintendent. The request should be in writing and include:~~

A. ~~the specific nature of the problem and a brief statement of the facts giving rise to it;~~
B. ~~a brief statement explaining how the staff member(s) are being affected by it;~~
C. ~~the action that the staff member(s) wishes to be taken and how such action would rectify the problem.~~

~~The Superintendent, after reviewing the request, will either meet with the staff member(s) or provide a written decision explaining the District's position on the matter.~~
~~The Superintendent's decision will be final and may not be appealed to the Board.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of WHISTLEBLOWER PROTECTION
Code	ag3211
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

~~3211~~ **~~WHISTLEBLOWER PROTECTION~~**

~~The Board of Education encourages all employees, acting in good faith, to report suspected or actual violations of State and Federal laws or Board policies and administrative guidelines. These guidelines shall be used to ensure that the Board's policy on whistleblowers protection (Policy 3211) is implemented properly and in compliance with State laws. The Board will verify that employees are protected from interference with reporting violations and from retaliation for having reported violation or for refusing an illegal order.~~

~~To that end, it is the responsibility of an employee who is aware of conduct on the part of any Board member or employee that possibly violates State or Federal law or Board policy or administrative guidelines, to report such conduct to his/her immediate supervisor. Board members and employees are prohibited from retaliating against an individual who has reported a violation and/or refused an illegal order and shall not use or attempt to use their position to prevent an employee from reporting a possible violation or refusing an illegal order.~~

~~Reporting Violations by the District~~

A. ~~If an employee becomes aware in the course of his/her employment of a possible violation of any State or Federal law or Board policy or administrative guidelines, that the Board has authority to correct and the employee reasonably believes that such violation is a criminal offense that is likely to cause an imminent risk of harm to persons or hazard to public health or safety, a felony, or an improper solicitation for contribution, the employee shall orally notify his/her immediate supervisor. If the employee's immediate supervisor is not responsive, then the employee may report the possible violation to:~~

    1. ~~the Superintendent or his/her designee;~~
       ~~If the reported conduct relates to the Superintendent, the report may be filed directly with the Board President.~~
    2. ~~the appropriate law enforcement or governmental agency responsible for enforcing such violations, only after the employee first provides notice to one of the above-referenced District employees or officials.~~

B. ~~After providing oral notification of the possible violation, the employee shall subsequently file with that supervisor or other District official, a written report providing sufficient detail to identify and describe the possible violation.~~

C. ~~All efforts must be taken to either correct the violation or refer such violation to the appropriate law enforcement or governmental agency within twenty-four (24) hours of either receiving oral notification or a written report of the possible violation.~~

    1. ~~The supervisor or other District official shall notify the employee in writing of any effort of the District to correct the alleged violation or hazard or the absence of the alleged violation or hazard.~~
    2. ~~Written notification shall be provided to the employee within twenty-four (24) hours of receiving notification or by close of business on the next regular school day, whichever is later.~~

D. ~~If the District does not correct the violation or make a reasonable effort to correct the violation (including, but not limited to referring such violation to the appropriate law enforcement or governmental agency) within twenty- four (24) hours after either receiving oral notification or a written report of the possible violation, whichever is earlier, the employee may file a written report providing sufficient detail to identify and describe the possible violation with:~~

    1. ~~the prosecuting authority of the county or municipal corporation where the violation occurred;~~
    2. ~~a peace officer;~~
    3. ~~the Inspector General (if the violation is within the Inspector General's jurisdiction); or~~
    4. ~~any other appropriate public official or agency having regulatory authority over the District, and the activities in which the District is engaged.~~

E. ~~An employee may directly notify, either orally or in writing, any appropriate public official that has regulatory authority of the District, and the activities in which the District is engaged, of any possible violation of the following O.R.C. Chapters that is also a criminal offense:~~

1. Chapter 3704 – Air Pollution Control;
2. Chapter 3734 – Solid and Hazardous Wastes;
3. Chapter 6109 – Safe Drinking Water; or
4. Chapter 6111 – Water Pollution Control.

Reporting Violations by Other Employees

A. If an employee becomes aware in the course of his/her employment of a possible violation by a fellow employee of any State or Federal law or Board policy or administrative guideline, and the employee reasonably believes that the violation is a criminal offense that is likely to cause an imminent risk of harm to persons or hazard to public health or safety, a felony, or an improper solicitation for contribution, the employee shall orally notify his/her immediate supervisor. If the employee's immediate supervisor is not responsive or is the employee whose behavior is in question, then the employee may report the possible violation to the Superintendent or his/her designee.
If the reported conduct relates to the Superintendent, the report may be filed directly with the Board President.
B. After providing oral notification of the possible violation, the employee shall subsequently file with that supervisor or other District official, a written report providing sufficient detail to identify and describe the possible violation.

Reporting Other Violations

A. If an employee becomes aware in the course of his/her employment of a possible violation of any State or Federal law or Board policy or administrative guideline, that does not involve a criminal offense or improper solicitation and is not likely to cause an imminent risk of harm to persons or hazard to public health or safety, the employee shall orally notify his/her immediate supervisor or other District official (as set forth above). The employee shall subsequently file a written report within two (2) days.
B. The immediate supervisor or other District official will acknowledge receipt of the written report within five (5) days. Such reports will be investigated within fifteen (15) days, and appropriate action will be taken, if warranted, at the conclusion of the investigation.

Auditor of State's Fraud-Reporting System

In addition to or instead of filing a written report with his/her supervisor or other District authority, an employee may file a report using the Auditor of State's fraud reporting system in accordance with Revised Code 117.103 or may file a written report in accordance with Section 126.45.

Duty to Determine Accuracy of Possible Violations

A. An employee shall make a reasonable and good faith effort to determine the accuracy of any possible violations.
B. If an employee fails to make a reasonable and good faith effort, s/he may be subject to disciplinary action, including suspension or termination, for reporting information without a reasonable basis to do so.
C. An employee will also be subject to disciplinary action if s/he purposely, knowingly, or recklessly gives false information or makes a false report of a violation.

Prohibition Against Retaliation

A. No employee shall be disciplined or retaliated against for reporting a possible violation by the District or a fellow employee or as a result of making any inquiry or taking any other action necessary to ensure the accuracy of any information related to possible violations, as long as the employee made a reasonable and good faith effort to determine the accuracy of any information reported.
B. For purposes of this policy and guideline, improper disciplinary or retaliatory action includes, but is not limited to:

    1. terminating or suspending the employee;
    2. withholding from the employee salary increases or employment benefits to which the employee is otherwise entitled;
    3. transferring or reassigning the employee;
    4. denying the employee a promotion that s/he would have otherwise received; or
    5. reducing the employee in pay or position.

C. If disciplinary or retaliatory action is taken against an employee for reporting a possible violation, the employee may file a civil action in the Court of Common Pleas for appropriate injunctive relief, remedies, or both, within 180 days after the date the disciplinary or retaliatory action was taken.

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of STUDENT SUPERVISION AND WELFARE
Code	ag3213
Status	
Adopted	November 19, 2007

~~3213 **STUDENT SUPERVISION AND WELFARE**~~

~~In addition to requirements specified in Policy 3213, the following guidelines are provided to enhance student safety and well being:~~

A. ~~Professional staff members:~~

1. ~~should not leave assigned students unattended;~~
2. ~~should not leave unqualified persons in charge of students;~~
3. ~~should take measures to assure the appropriate use of facilities and/or equipment for their intended purpose;~~
4. ~~should organize classroom materials and equipment so as to minimize danger of injury to students and to self.~~

B. ~~Each professional staff member is to enforce the following rules established for student activity in high risk areas:~~

1. ~~Students should not work in a shop, kitchen, or laboratory at other than the regularly scheduled period, unless otherwise authorized, and then only under qualified supervision and in accordance with the prescribed safety procedures.~~
2. ~~Only students enrolled in shop classes or laboratory classes, are to use power tools or other dangerous equipment and then only under the qualified supervision of a professional staff member.~~

C. ~~With the ever increasing demand for the use of gyms and other such facilities, it is imperative that the professional staff take steps to maintain a safe environment in these areas.~~

1. ~~If permission is granted for a student or group of students to use a facility, a professional staff member or authorized adult must be present in the facility throughout the time it is in use.~~
2. ~~Under no circumstances are students to be left in charge.~~
3. ~~If for any reason an area is unlocked for use, the professional staff member or authorized adult is responsible for locking up the area after its use.~~
4. ~~Under no circumstances are custodians authorized to open a facility for unsupervised students to use.~~

D. ~~Each professional staff member or other authorized adult must immediately report to the building administrator any accident or a safety hazard s/he detects. (See Form 5340 F1).~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of EVALUATION OF STAFF
Code	ag3220a
Status	
Adopted	November 19, 2007

~~3220A - **EVALUATION OF STAFF**~~

~~Evaluations of the professional staff members shall, when applicable, comply with provisions of a collectively-bargained, negotiated agreement. In all cases, evaluations should meet the following conditions:~~

A. ~~Job objectives are clearly stated, are complete and accurate in content, are agreed upon by the evaluator and evaluatee, and are divided into the following categories:~~

    1. ~~expected/desired results (what is to be accomplished)~~
    2. ~~expected/desired actions (how something is to be done)~~
    3. ~~expected/desired attitudes (willingness to act in a particular manner)~~

B. ~~Factors hindering achievement of job objectives are clearly defined and agreed upon by the evaluator and evaluatee.~~
C. ~~Evaluation procedures are established and mutually agreed upon, and are consistent with the process used for similar positions.~~

~~STRATEGY FOR EVALUATION~~

~~The following guidelines should be followed when designing an evaluation plan. (See AG 2605 for steps of the strategy and additional guidelines.)~~

A. **~~Relevant Terms~~**

    1. ~~measurement -- determination of the current result and/or performance~~
    2. ~~assessment -- comparison of the current result/performance with a desired and/or minimally acceptable level of quality~~
    3. ~~observation -- measurement and/or assessment while one or more aspects of the expected result is being produced or created (performance)~~
    4. ~~evaluation -- value judgement about the result/performance based on the assessment~~

B. **~~Intended Outcome of the Evaluation Plan~~**

    ~~The procedure should produce conclusions that:~~

    1. ~~include those characteristics of a result and/or performance that meet or exceed described standards;~~
    2. ~~include those characteristics that fall below such standards;~~
    3. ~~are **complete** (no missing elements), **accurate** (no factual errors or unsupported inferences), and **clear** (understandable by all relevant parties);~~
    4. ~~indicate priorities for closing important gaps between current results/performance and expected results/performance;~~
    5. ~~provide a judgement about the value or worth of the result and/or performance.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of POLITICAL ACTIVITIES
Code	ag3231a
Status	
Adopted	November 19, 2007

~~3231A - **POLITICAL ACTIVITIES**~~

~~One of the primary purposes of the school is to create an environment that will permit students to grow and develop. To be of maximum effect, this environment must extend to both the formal academic program as well as to the many extra-curricular activities sponsored by the school. Because of the ages of the students and the significance of the task, it is important that this environment be protected from interference by external, sometimes coercive or disruptive, forces and influences that do not substantially contribute to the learning process.~~

~~Nonschool related activities, including political activities, do not contribute to a positive learning climate and may be disruptive, divisive and distracting. Therefore, such activities are not appropriate within the school setting. It is the Board of Education's intention to regulate such activities on all Board owned or used property, within all school buildings, and at all school sponsored activities.~~

~~Specifically:~~

A. ~~Literature supporting or opposing one or more candidates, issues, or a particular point of view; commercial literature; and other nonschool related literature shall not be distributed on or in Board owned or occupied buildings or grounds, inside of school buildings or on school buses immediately before or after school or while school is in session. (The distribution of materials to students by other students is governed by the regulations contained in Board Policy).~~
B. ~~Literature supporting or opposing one or more candidates, issues, or a particular point of view; commercial literature; and other nonschool related literature shall not be distributed at school sponsored extra-curricular activities or athletic events wherever they may occur. This regulation shall not prohibit the distribution of literature outside of the entrances and exits of athletic events provided that any such distribution does not interfere with the ability of individuals to freely enter or leave the facility, is not disruptive, and does not take place when school is in session.~~
C. ~~Nonschool related, political, and/or commercial literature, or campaign posters supporting one or more candidates, issues or a particular point of view shall not be displayed within the schools or on school owned or occupied property, unless done as part of an approved teaching unit.~~
D. ~~When the school facilities are used as a polling place, State regulations will be followed with respect to political activities, the display of political posters, and distribution of political literature on school property.~~

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of SIX QUESTIONS FOR DETERMINING THE EFFECTIVENESS OF STAFF DEVELOPMENT PROGRAMS
Code	ag3242c
Status	
Adopted	November 19, 2007

~~3242C - **SIX QUESTIONS FOR DETERMINING THE EFFECTIVENESS OF STAFF DEVELOPMENT PROGRAMS**~~

~~The six (6) questions addressed in this guideline deal with the most important issues concerning any staff development program. The first relates to the outcome of the program - **do staff members produce better results on the job?** If that "outcome" question cannot be answered adequately, the effectiveness of any staff development program is very difficult to determine and the investment of valuable time and resources of doubtful justification.~~

~~Form 3242C F1 has been designed to provide a brief "No", "Somewhat", or "Yes" answer to each question. If other than Yes answers are obtained, further analysis and planning will be necessary if the program is to have much impact on job performance. The remainder of the guideline provides background information on each question to help determine the "No", "Somewhat", or "Yes" answer. This will facilitate the rating of a program on the Form. Before using the guideline, therefore, it is important to review the form first.~~

~~This guideline can be used for staff development programs designed for either professional staff or support staff. For programs to be used with instructional staff, the end result should be described in terms of the type and quality of student learning that should be forthcoming because of what the instructors can now do better or differently.~~

~~*SIX QUESTIONS*~~

1. ~~*HAS THE RESULT THE INDIVIDUAL (TEAM) IS TO PRODUCE, UPON COMPLETION OF THE PROGRAM, BEEN DESCRIBED PRECISELY, COMPLETELY, AND AT DESIRED STANDARDS?*~~
2. ~~*DOES THE PROGRAM PROVIDE FOR ALL OF THE RELEVANT KNOWLEDGE, ATTITUDES, PROCEDURES, AND TEAM WORK SKILLS THAT THE INDIVIDUALS (TEAM) HAVE TO LEARN IN ORDER TO **CONSISTENTLY** PRODUCE THE DESIRED END-RESULT?*~~
3. ~~*IS THE PROGRAM ORGANIZED/SEQUENCED TO BEST ENSURE THAT EACH INDIVIDUAL (TEAM) NOT ONLY LEARNS THE SPECIFIED CONTENT **CUMULATIVELY**, BUT ALSO LEARNS HOW TO APPLY IT PROPERLY AFTER COMPLETION OF THE TRAINING?*~~
4. ~~*CAN THE INSTRUCTORS DEMONSTRATE ALL OF THE KNOWLEDGE, ATTITUDES, AND/OR SKILLS WHICH ARE NEEDED TO HELP EACH INDIVIDUAL (TEAM) ACHIEVE THE STATED OUTCOME?*~~
5. ~~*ARE THE TRAINING MATERIALS/ENVIRONMENT DESIGNED AND ORGANIZED IN WAYS THAT ARE MOST CONDUCIVE FOR INDIVIDUALS (TEAMS) TO ACHIEVE THE NEEDED LEARNING?*~~
6. ~~*DOES THE END-OF-PROGRAM EVALUATION PROVIDE **VALID** EVIDENCE THAT INDIVIDUALS (TEAMS) HAVE FUSED THE KNOWLEDGE, ATTITUDES, PROCEDURES, AND/OR TEAM-WORK SKILLS, AS WELL AS LEARNING-TRANSFER STRATEGIES, WELL ENOUGH TO PRODUCE THE DESIRED END-RESULT?*~~

~~REFERENCE FOR ANSWERING THE SIX QUESTIONS~~

1. ~~***HAS THE RESULT THE INDIVIDUAL (TEAM) IS TO PRODUCE, UPON COMPLETION OF THE PROGRAM, BEEN DESCRIBED PRECISELY, COMPLETELY, AND AT DESIRED STANDARDS?***~~

   ~~Why the Question Needs To be Answered~~

   ~~Any staff development program, if designed properly, should be based on a defined statement of intended result. For programs designed for instructional staff, that would mean a description of the intended learning result for students. For programs designed for other types of staff, there should be a description of the result that should be produced by proper application of the knowledge, attitudes, and/or skills developed by the program.~~

   ~~When leaders, program designers, instructors, and participants do not have a **clear mental picture** of the desired outcome of the program, it is difficult to justify, intelligently, the need for the training, or to know if the program is adequate, or to judge its effectiveness.~~

   ~~**THE "NO" ANSWER**~~

   ~~The **end-result** has not been defined or has not been justified.~~

   ~~**THE "SOMEWHAT" ANSWER**~~

_____ The end-result has been defined in terms of staff member **performance of selected tasks**. These tasks are not the end-result of the responsibility, but represent **means** to an end. Knowledge of subject matter and/or skill in specific techniques does not confirm that the individual (team) can and will integrate and apply all that is necessary to consistently achieve the desired result.

_____ The end result has been defined but only for **one set of conditions**. Since conditions usually change frequently, such a definition is inadequate for judging **consistent** performance over time.

THE "YES" ANSWER

The outcome contains each of the following parts. Each has been stated completely and accurately.

_____ The end-result is described as the situation should be after all necessary tasks have been completed.

_____ The criteria (what is to be judged) and the standards (how much quality) for determining the quality of the result the individual (team) is to produce upon completion of the program.

_____ The significance of the result in terms of its necessary contribution to achieving broader District goals.

2. ***DOES THE PROGRAM PROVIDE FOR ALL OF THE RELEVANT KNOWLEDGE, ATTITUDES, PROCEDURES, AND TEAM-WORK SKILLS THAT THE INDIVIDUALS (TEAM) HAVE TO LEARN IN ORDER TO CONSISTENTLY PRODUCE THE DESIRED END- RESULT?***

WHY THE QUESTION NEEDS TO BE ANSWERED

This question deals with the substance of the staff development program, that is, with the requisite concepts, skills, and attitudes that have to be utilized properly to achieve the intended results. If the question is not answered, there is no way of determining the adequacy of the program. The answer signifies the validity, relevance, and completeness of the program **content**.

THE "NO" ANSWER

_____ The concepts, skills, and/or attitudes are not defined or are not directly related to producing the desired end-result.

THE "SOMEWHAT" ANSWER

_____ The training specifies concepts and procedures but not attitudes or team -work skills.

_____ The concepts, skills, and/or attitudes are inadequate, that is, if the individuals (teams) learned them all, they would still lack certain needed knowledge or skills to accomplish the end-result of the program.

_____ There are some concepts, skills, and/or attitudes that are relevant and some that are not directly related to the end-result of the particular program.

THE "YES" ANSWER

The requisite concepts, attitudes, procedures, and/or teamwork skills, are:

_____ described in a logical order;

_____ explicitly interrelated (if the relationship is not apparent);

_____ based on previously learned instructional concepts and skills which have been confirmed or, if assumed, adequate remediation procedures (if needed) are described.

3. ***IS THE PROGRAM ORGANIZED/SEQUENCED TO BEST ENSURE THAT EACH INDIVIDUAL (TEAM) NOT ONLY LEARNS THE SPECIFIED CONTENT CUMULATIVELY, BUT ALSO LEARNS HOW TO APPLY IT PROPERLY AFTER COMPLETION OF THE TRAINING?***

WHY THE QUESTION NEEDS TO BE ANSWERED

Descriptions of **what** is to be learned do not confirm whether or not the content (knowledge, techniques, etc.) is organized/sequenced properly **from the standpoint of the participant!** Improper sequencing can create serious learning problems or "disconnects". Also, if the learning is "atomized" rather than cumulative, the individuals (teams) will experience great difficulty in "putting it all together" when it comes time to make applications. And, since dilution of learning and inability to apply is such a common phenomenon, learning how to transfer learning needs to be an ongoing, integral part of any staff development program.

THE "NO" ANSWER

_____ There is no apparent logic to the organization or the sequencing and no attempt has been made to deal with learning transfer.

THE "SOMEWHAT" ANSWER

_____ The content is organized by discrete tasks or topics, but the sequence of learning is arbitrary or not clearly indicated.

_____ The content is organized/sequenced properly for isolated tasks or topics but does not build cumulatively toward performance of **all** aspects needed to produce the desired end-result.

_____ The content is organized/sequenced properly and builds cumulatively, but the strategies for applying the learning are missing or inadequate.

THE "YES" ANSWER

_____ The content is organized logically/cumulatively for the end-result. For each unit or section of the program, the participants follow a learning sequence in which they:

_____

_____ develop a clear mental picture of what they will learn, why, and what they will do

_____ to **confirm** they have achieved the learning;

_____ obtain needed information and process it through discussion, practice, problem-solving, etc.;

_____ demonstrate the desired learning;

_____ plan applications of the learning to their job responsibilities.

4. ***CAN THE INSTRUCTORS DEMONSTRATE ALL OF THE KNOWLEDGE, ATTITUDES AND/OR SKILLS WHICH ARE NEEDED TO HELP EACH INDIVIDUAL (TEAM) ACHIEVE THE STATED OUTCOME OF THE PROGRAM?***

WHY THE QUESTION NEEDS TO BE ANSWERED

Regardless of how well designed the staff development program may be, it is only as good as its implementation. The key factor for effective implementation is **quality** instructors.

THE "NO" ANSWER

_____ The program is to be instructor free. That is, instruction is provided entirely by directions in materials (or equipment) which also provide any follow-up instruction.

_____ The instructors will present the program primarily by lecture.

THE "SOMEWHAT" ANSWER

_____ The instructors are to manage "self-instruction". That is, they are to organize facilities and materials, distribute materials, monitor individual (team) progress, correct tests, offer help when needed and/or requested. The actual instruction is provided by the materials. Instructors receive no formal training in such "management" tasks.

_____ Same as above except instructors receive instructional management training which could range from inadequate to that which confirms that instructors can perform the instructional management tasks in actual staff development situations.

_____ The instructors are to conduct the activities described in the program. Instructional procedures are not described or are so vague that different instructors could legitimately interpret them differently and thereby produce entirely different results. Instructors receive no formal training in conducting the activities.

_____ Same as just above except instructors are given formal training, but the procedures they are taught are irrelevant, and/or inadequate and/or there is no **confirmation** they can and will apply them in the staff development situation.

_____ The instructors are not required and/or have not been trained in how to model the behaviors expected of those who participate in the program.

THE "YES" ANSWER

_____ All of the instructional procedures are provided or the plans are available for conducting each of the training activities. These include procedures or plans for:

1. planning each activity;
2. instructing individuals, small groups, and large groups;
3. remediating "learning blocks" or deficiencies in prerequisites;
4. confirming that what participants have learned can be **applied**.

   _____ The procedures make it possible for instructors to **model** expected behaviors and to conduct the program in a way that fosters self-confidence and the other attitudes needed for participants to become competent in using what they have learned.

   _____ The instructors have confirmed, through actual performance, that they are able to **apply** the instructional procedures as and when needed in their staff development situations.

5. ***ARE THE TRAINING MATERIALS/ENVIRONMENT DESIGNED AND ORGANIZED IN WAYS THAT ARE MOST CONDUCIVE FOR INDIVIDUALS (TEAMS) TO ACHIEVE THE NEEDED LEARNING?***

   WHY THE QUESTION NEEDS TO BE ANSWERED

   Materials and/or environment (facilities, etc.) can be over-emphasized or, just as bad, they can be given too little consideration in terms of their impact on learning. They do not produce the needed learning, but they do seriously affect how well and how fast an individual (team) reaches desired levels of understanding and/or performance.

   THE "NO" ANSWER

   _____ The training environment does not make it possible for individuals (teams) to learn properly, because essential training materials, facilities, etc. are missing or in poor condition.

   THE "SOMEWHAT" ANSWER

   _____ Some of the training materials are not essential but are included because they are appealing or reflect "conventional wisdomitis". The training environment is such that it creates distractions that get participants off the focus of the needed learning.

   _____ Training materials are designed/organized as "instructors" rather than as information resources needed for proper learning and application. The training environment is not designed specifically for the staff development program and/or to allow the needed learning to occur efficiently.

   THE "YES" ANSWER

   _____ The training program does not use materials/technology as a **substitute** for a **trained** instructor. Materials/technology are used, when needed, to provide the information individuals (teams) have to have in order

for the instructor to guide their learning toward performance that can produce the desired end-result.

The training environment, to the extent possible, is designed to keep distractions to a minimum and to replicate as closely as possible the kind of environment the individuals (teams) will be working in.

6. ***DOES THE END-OF-PROGRAM EVALUATION PROVIDE VALID EVIDENCE THAT INDIVIDUALS (TEAMS) HAVE FUSED THE KNOWLEDGE, ATTITUDES, PROCEDURES, AND/OR TEAM- WORK SKILLS, AS WELL AS LEARNING-TRANSFER STRATEGIES, WELL ENOUGH TO PRODUCE THE DESIRED END- RESULT?***

WHY THE QUESTION NEEDS TO BE ANSWERED

The time, money, and effort involved in staff development are too great to leave evaluation of the program to unjustified assumptions about how well an individual (team) is prepared to properly apply what has been learned. Since critical decisions are often made on the **assumption** that people can and will transfer their training to their job situation, obtaining evidence which confirms such "readiness" should be an integral part of any staff development program.

THE "NO" ANSWER

Confirmation is missing and readiness is to be **assumed from** a description of program inputs (what activities consist of, time allocated, money to be spent, etc.)

THE "SOMEWHAT" ANSWER

Confirmation is of training **inputs**. The evidence consists of measuring such things as training time, use of resources, number of participants involved, popularity of activities, etc.

Confirmation is by tests (paper/pencil or otherwise) which measure only selected ideas, procedures, etc. learned during the program.

Confirmation is by a one-time performance test given under one set of conditions which may or may not be typical of participants' job situations.

THE "YES" ANSWER

Before completion of the program and consistently thereafter, individuals (teams) are required to produce the end result and to justify how their performance meets established standards.

If it is not possible for individuals (teams) to produce the desired end result in an actual or simulated situation, they are given several different sets of conditions and asked to describe the desired end result, how they would produce that result and justify how their performance would meet the established criteria at given standards.

PRIORITIES FOR REMEDIATION

Using these guidelines, it should be possible to determine relatively quickly whether or not any given staff development program can or has fulfilled its intended purpose. If the answers to all six (6) questions are YES, then it is very likely that the program will achieve its purpose. It does not necessarily follow, however, that the program should not be used (or continued) if some of the critical elements are not what they should be. Some are more critical than others. The following priorities indicate the order of importance for eliminating deficiencies.

TOP REMEDIATION PRIORITY -- "NO" OR "SOMEWHAT" answers to Questions #1 & #6

Reason for Priority Rating

There is no way to achieve the unknown. Any staff development program is **fundamentally flawed** that lacks a clearly defined, justified end result from the effort. That end result should be the one that signifies proper application of that which the individuals (teams) have learned from the program. There also has to be an effective way to confirm whether or not each participant has achieved the desired state of "readiness".

SECOND REMEDIATION PRIORITY -- "NO" or "SOMEWHAT" answers to Question #4

Reason for Priority Rating

A highly competent instructor, given a clear, justified end result can, if necessary, overcome all the other deficiencies and still make it possible for participants to reach "readiness" and to achieve the end result with students.

THIRD REMEDIATION PRIORITY -- "NO" or "SOMEWHAT" answers to Question #2

If any of the prerequisites (the training content) are missing or inadequate, it places a burden on the instructor (no matter how competent) which could make the staff development process too difficult for the time that is available to achieve the end result.

FOURTH REMEDIATION PRIORITY --"NO" OR "SOMEWHAT" answers to Questions #3 and #5

Reason for Priority

A competent instructor with the aid of adequate content can work around these program deficiencies even though it makes the training difficult, irritating, and inefficient.

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of ATTENDANCE AT EDUCATIONAL MEETINGS
Code	ag3243
Status	
Adopted	November 19, 2007

~~3243 - **ATTENDANCE AT EDUCATIONAL MEETINGS**~~

~~Attendance at educational meetings shall be controlled by the Superintendent in accordance with Board of Education policy and/or terms of negotiated, collectively bargained agreement.~~

~~Educational meetings are intended to include professional conventions, conferences, workshops, etc., which are conducted for the purpose of disseminating information, making inquiries into the nature of an educational problem, etc.~~

A. ~~Attendance shall be limited to those staff members who have responsibilities directly related to the topics dealt with at a meeting and have participated in similar activities conducted with the District or the local area.~~
B. ~~Other staff members requesting attendance whose responsibilities are not directly related must show cause why attendance is necessary and what benefit the District may receive from their attendance.~~
C. ~~Staff members attending a meeting may be asked to make a summary report to the Superintendent and indicate the ways in which what was learned will be applied within the District.~~
D. ~~Reimbursement for travel, rooms, meals, and other meeting expenses shall be made, within budgetary constraints, on the basis of itemized expense accounts and submitted on Form 3243 F2. Under no circumstances will staff members be reimbursed for the purchase of alcoholic beverages:~~

    1. ~~Registration fees exclusive of personal dues shall be reimbursed.~~
    2. ~~No reimbursement will be given to staff members attending required professional meetings conducted by the District.~~
    3. ~~Related expenses shall be reimbursed in accordance with Policy 3440 and AG 3440A, AG 3440B, and AG 3440C.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of LESSON PLANS
Code	ag3270
Status	
Adopted	November 19, 2007

~~3270 - **LESSON PLANS**~~

~~Every teacher is responsible for planning on a weekly and daily basis. Lesson plans are to be developed within the context of the applicable courses of study and learning units and should be designed for individual student programs being cognizant of student strengths and weaknesses. (See AG 2231)~~

A. ~~Each lesson plan should contain, in addition to whatever else a teacher may wish to include, the following elements:~~

   1. ~~purpose of the lesson~~
   2. ~~expected student behavior when purpose has been achieved~~
   3. ~~needed resources~~
   4. ~~how students will be organized throughout the lesson~~
   5. ~~how students will be oriented to the lesson~~
   6. ~~how the lesson will begin~~
   7. ~~how lesson will conclude~~

B. ~~Lesson plans for individualized programs should reflect a general overview and purpose of the instructional program based on the Course of Study. Individual student records may serve as an integral part of the lesson plan.~~

C. ~~Lesson plans as well as adequate directions are to be provided for substitutes so they can continue the ongoing program as closely as possible.~~

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of ANTI-HARASSMENT
Code	ag3362
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

~~3362 **ANTI-HARASSMENT**~~

~~"Sexual Harassment" has the same definition as set forth in the policy of the Board as reflective of the definition set forth in Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and the Ohio Revised Code 4112.02.~~

~~Prohibited Behavior~~

A. ~~Conduct constituting sexual harassment may take different forms, including, but not limited to, the following:~~

1. **~~Verbal:~~**
   ~~The making of offensive written or oral sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats, or propositions toward or by a fellow staff member, student, or other person associated with the District, or third parties.~~
2. **~~Nonverbal:~~**
   ~~Causing the placement of offensive sexually suggestive objects, pictures, or graphic commentaries in the school environment or the making of offensive sexually suggestive or insulting gestures, sounds, leering, whistling, and the like to or by a fellow staff member, student, or other person associated with the District, or third parties.~~
3. **~~Physical Contact:~~**
   ~~Threatening or causing unwanted touching, contact, or attempts at same, including patting, pinching, brushing the body, or coerced sexual activity with or by a fellow staff member, student, or other person associated with the District, or third parties. With respect to students, the question of whether or not physical contact is unwanted or consensual is irrelevant where such contact is engaged in by District employees or other adult members of the School District community.~~

B. ~~Conduct constituting harassment on the basis of race, color, national origin, disability, age, religion, ancestry, or genetic information may take different forms, including, but not limited to, the following:~~

1. **~~Verbal:~~**
   ~~The making of offensive written or oral innuendoes, comments, jokes, insults, threats, or disparaging remarks concerning a person's race, color, national origin, disability, age, religious beliefs, ancestry, or genetic information.~~
2. **~~Nonverbal:~~**
   ~~Placing offensive objects, pictures, or graphic commentaries in the school environment or making insulting or threatening gestures based upon a person's race, color, national origin, disability, age, religious beliefs, ancestry, or genetic information.~~
3. **~~Physical:~~**
   ~~Any intimidating or disparaging action such as hitting, pushing, shoving, hissing, or spitting on or by a fellow staff member, student, or other person associated with the District, or third parties, based upon the person's race, color, national origin, disability, age, religious beliefs, ancestry, or genetic information.~~

C. ~~Examples of inappropriate boundary invasions include, but are not limited to the following:~~

1. ~~hugging, kissing, or other physical contact with a student~~
2. ~~telling sexual jokes to students~~
3. ~~engaging in talk containing sexual innuendo or banter with students~~
4. ~~talking about sexual topics that are not related to curriculum~~
5. ~~showing pornography to a student~~
6. ~~taking an undue interest in a student (i.e. having a "special friend" or a "special relationship")~~
7. ~~initiating or extending contact with students beyond the school day for personal purposes~~
8. ~~using e-mail, text messaging, websites or other social media services to discuss personal topics or interests with students~~

9. ~~giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval~~
10. ~~invading a student's privacy (e.g. walking in on the student in the bathroom, locker room, asking about bra sizes or previous sexual experiences)~~
11. ~~going to a student's home for non-educational purposes~~
12. ~~inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of student)~~
13. ~~giving gifts or money to a student for no legitimate educational purpose~~
14. ~~accepting gifts or money from a student for no legitimate educational purpose~~
15. ~~being overly "touchy" with students~~
16. ~~favoring certain students by inviting them to come to the classroom at non-class times~~
17. ~~getting a student out of class to visit with the staff member~~
18. ~~providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so~~
19. ~~talking to a student about problems that would normally be discussed with adults (i.e. marital issues)~~
20. ~~being alone with a student behind closed doors without a legitimate educational purpose~~
21. ~~telling a student "secrets" and having "secrets" with a student~~

~~Investigation and Complaint Procedure~~

~~In determining whether alleged conduct constitutes a violation of Policy 3362, the following factors will be considered:~~

A. ~~the nature of the behavior;~~
B. ~~how often the conduct occurred;~~
C. ~~whether there were past incidents or past continuing patterns of behavior;~~
D. ~~the relationship between the parties involved;~~
E. ~~the race, national origin, sex (including sexual orientation and transgender identity), disability, age, religious beliefs and ancestry of the victim, and in the case of genetic information harassment, the genetic information of the employee victim;~~
F. ~~the identity of the perpetrator, including whether the perpetrator was in a position of power over the person allegedly subjected to harassment;~~
G. ~~the number of alleged harasser(s);~~
H. ~~the age of the alleged harasser(s);~~
I. ~~where the harassment occurred;~~
J. ~~whether there have been other incidents in the school involving the same or other individuals;~~
K. ~~whether the conduct adversely affected the person's work or education performance or environment;~~
L. ~~the context in which the alleged incidents occurred;~~
M. ~~whether or not speech or expression that is alleged to constitute harassment is protected by the First Amendment to the United States Constitution; and~~
N. ~~whether a particular action or incident constitutes a violation of Policy 3362 requires a determination based on all the facts and surrounding circumstances.~~

~~Content of Compliance Officer's Written Report to the Superintendent~~

~~The Compliance Officer's written report to the Superintendent should contain the following information/documentation:~~

A. ~~name of the alleged victim, and any pertinent information concerning the individual as it relates to the Protected Class(es) involved in the alleged misconduct (e.g., the individual's race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, ancestry or genetic information), and the same information concerning the person who reported the alleged misconduct (if the reporter was not the alleged victim);~~
B. ~~the nature of the allegation, a description of the incident, and the date and time (if known) of the alleged incident;~~
C. ~~the name of all persons alleged to have committed the alleged unlawful harassment or retaliation, if known, and relevant information concerning them as it relates to the Protected Class(es) involved in the alleged misconduct;~~
D. ~~the names of all known witnesses to the alleged incident, and relevant information concerning them as it relates to the Protected Class(es) involved in the alleged misconduct;~~
E. ~~any written statements prepared by or on behalf of the reporter, the alleged victim (if different), the accused individuals, and any known witnesses;~~
F. ~~the outcome of the investigation; and~~
G. ~~the response of school personnel, and, if applicable, District-level officials, including the date any incident was reported to local law enforcement or children services.~~

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~~Revised 10/14/13~~
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~~3362A~~ **~~REPORTING THREATENING BEHAVIORS~~**

~~Threatening behavior may take different forms, including but not limited to the following:~~

A. ~~face-to-face encounters in which words are used that indicate to the staff member that his/her safety and well-being are in jeopardy~~
B. ~~any conduct or written/oral communications that include comments toward the staff member or his/her family that would imply or state explicitly that the staff member and/or his/her family may be subject to some form of physical or psychological abuse or violence~~
C. ~~written or spoken comments to a staff member that could subject him/her to blackmail or extortion~~
D. ~~written or spoken communication that would imply or explicitly state that some form of damage may be done to the staff member's property or that of his/her family~~

~~Any staff member who believes that s/he is the victim of any of the above actions or has observed such actions taken by a student, parent, fellow staff member, supervisor, co-worker, or other person associated with the District such as a vendor, contractor, volunteer, or school official should take promptly the following steps:~~

A. ~~If the alleged threatener is the staff member's supervisor, the affected employee should, as soon as possible after the incident, contact the Director of Instruction.~~
B. ~~If the alleged threatener is not the staff member's supervisor, the affected staff member should, as soon as possible after the incident, contact his/her supervisor.~~
C. ~~If the alleged threatener is a student of the District, the supervisor, if not the student's principal, should immediately inform the student's principal of the alleged threat.~~

~~The staff member may make contact either by a written report or by telephone or personal visit. During this contact, the reporting staff member should provide the name of the person(s) whom s/he believes to be responsible for the harassment and the nature of the harassing incident(s). A written summary of each such report is to be prepared promptly by the staff member receiving the report and forwarded to the Superintendent's office.~~

~~Each report received by the supervisor or Superintendent as provided above, shall be investigated in a timely and confidential manner. While a charge is under investigation, no information is to be released to anyone who is not involved with the investigation, except as may be required by law or in the context of a legal or administrative proceeding. No one involved is to discuss the matter outside of the investigation.~~

~~The purpose of this provision is to:~~

A. ~~protect the confidentiality of the staff member who files a complaint;~~
B. ~~encourage the reporting of any incidents of threat;~~
C. ~~protect the reputation of any party wrongfully charged with threatening conduct.~~

~~Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All staff members and others involved are to be protected from coercion, intimidation, retaliation, or discrimination for filing a complaint or assisting in an investigation.~~

~~If the investigation reveals that the complaint is valid, then appropriate, remedial, and/or disciplinary action will be taken immediately to prevent the continuance of the threat or its recurrence.~~

~~The Board of Education recognizes that determining whether a particular action or incident is a threat must be based on all of the facts in the matter. Given the nature of this type of intimidation, the Board recognizes that false accusations of threat can have serious effects on innocent individuals. Accordingly, all staff members are expected to act responsibly, honestly, and with the utmost candor whenever they present threat allegations or charges against fellow staff members, students, or others associated with the District.~~

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Section	Ready for Production
Title	Copy of PAY RATES FOR EXTENDED SUBSTITUTES
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Adopted	November 19, 2007

~~3410 **PAY RATES FOR EXTENDED SUBSTITUTES**~~

~~Substitutes shall be paid in accordance with the following schedule:~~

~~—~~	~~—~~	~~days — $90/day~~
~~half-days~~	~~$45/day~~	
~~61st consecutive day in same position~~	~~BA/0 daily rate plus benefits~~	
~~Hourly tutor substitute rate~~	~~$16.27/hour~~	

Book	Administrative Guideline Manual
Section	3000 Professional Staff
Title	PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS
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Adopted	November 19, 2007



3419.01 - **PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS**

The Privacy Protection Officer shall abide by the following procedures which are established to comply with the requirements of Federal law:

A. **Training:** The Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule requires the group health plan to train all members of the plan's workforce on the policies and procedures with respect to Protected Health Information. The Privacy Protection Officer shall ensure that the members of the plan's workforce receive adequate and appropriate training regarding the Privacy Rule.

B. **Business Associate Agreements:** The Privacy Rule requires a group health plan to enter into business associate agreements with its third party vendors. The Privacy Protection Officer shall retain counsel to draft and negotiate these business associate agreements. The Privacy Protection Officer shall subsequently execute these agreements with existing business associates prior to April 14, 2004. In the event that the plan contracts with new business associates, the Privacy Protection Officer shall ensure that business associate agreements are entered into by these new vendors.

C. **Notice of Privacy Practices:** The Privacy Rule requires the group health plan to distribute a Notice of Privacy Practices to participants in the plan. The notice shall be distributed to:

1. each new participant in the health plan upon enrollment; and

2. every participant in the plan within sixty (60) days of a material revision to the notice.

The Privacy Protection Officer shall notify all participants in the Plan of the availability of the notice and how to obtain the notice annually.

D. **Safeguards:** The Privacy Rule requires the group health plan to implement appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information. The Privacy Protection Officer shall implement these safeguards in a reasonable and appropriate manner.

E. **Amendment of Plan Documents:** The Privacy Rule provides that plan documents be made to permit information sharing between the plan and the plan sponsor. The Privacy Protection Officer shall assist other school personnel in determining whether and how plan documents should be amended.

F. **Participant Rights:** The Privacy Rule grants health plan participants extensive rights with respect to their Protected Health Information. The Privacy Protection Officer shall timely respond to participant requests to exercise rights afforded by the Privacy Rule.

Book	Administrative Guideline Manual
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Title	FEDERAL GROUP HEALTH CONTINUATION (COBRA)
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3421 - **FEDERAL GROUP HEALTH CONTINUATION (COBRA)**

Qualifying Event

A. A covered employee shall be offered the opportunity to continue the District's group health coverage if the employee loses coverage under the Plan upon either of the following "qualifying events":

1. voluntary or involuntary termination of employment for reasons other than "gross misconduct"

   Gross misconduct may be intentional, wanton, willful, deliberate, reckless or in deliberate indifference to the District's interests. It is misconduct beyond mere minor breaches of employee standards, but conduct which would be considered gross in nature.

2. reduction in the number of hours of employment

B. The spouse of a covered employee may continue the District's group health coverage if the spouse loses coverage under the Plan because of any of the following "qualifying events":

1. termination of the covered employee's employment for any reason than "gross misconduct"
2. reduction in the hours worked by the covered employee
3. divorce or legal separation with the covered employee

   Also, if the employee reduces or eliminates group health coverage in anticipation of divorce or legal separation, then divorce or legal separation may be considered to be a qualifying event even though the spouse's coverage was reduced or eliminated prior to the divorce or legal separation.

4. death of the covered employee

C. Dependent children may continue the group health coverage if the dependent child loses coverage under the Plan because of any of the following "qualifying events":

1. termination of covered employee's employment for any reason other than "gross misconduct"
2. reduction in the hours worked by the covered employee
3. loss of "dependent child" status under the Plan rules

   Under the Patient Protection and Affordable Care Act, the Plan must offer coverage for an adult child until the child attains age twenty-six (26).

4. divorce or legal separation of the covered employee

5. death of the covered employee

Notification by Qualified Beneficiaries

Qualified beneficiaries are required to notify the Plan Administrator of the following qualifying events in order to be eligible for COBRA continuation coverage: (a) divorce or legal separation of the employee and spouse; and (b) loss of eligibility for coverage of a dependent child. The qualified beneficiary is required to notify the Plan Administrator in writing of these events within sixty (60) days of the later of: (a) the date of the qualifying event; or (b) the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the qualifying event. Failure to comply with these rules will result in forfeiture of any COBRA continuation coverage.

COBRA Election

Qualified beneficiaries are required to elect COBRA continuation coverage within the sixty (60) day election period set forth in the Plan's COBRA election notice. Qualified beneficiaries have the right to elect to continue coverage that is identical to the coverage provided under the Plan. If a COBRA beneficiary does not elect COBRA continuation coverage within the sixty (60) day election period, then the COBRA beneficiary will forfeit his/her right to elect COBRA.

Other Options for Qualified Beneficiaries

In lieu of electing COBRA continuation coverage, qualified beneficiaries may wish to pursue coverage through the health insurance marketplace established by the Patient Protection and Affordable Care Act. In some cases, individuals may receive significant subsidies toward the cost of coverage under the health insurance marketplace. These subsidies may make ACA marketplace coverage significantly less expensive than COBRA continuation coverage. Qualified beneficiaries may also wish to explore whether coverage under another employer group health plan or Medicaid is possible.

Termination of COBRA Coverage

COBRA continuation coverage generally lasts for eighteen (18) months. For example, if coverage is lost because of termination of employment or reduction of hours, the employee generally may elect COBRA for a maximum of eighteen (18) months.

However, there are a few exceptions to this rule. If Plan coverage was lost as a result of death of an employee, divorce or legal separation, or loss of eligibility for coverage as a dependent child, COBRA coverage can continue for a maximum of thirty-six (36) months. If a qualified beneficiary is determined under Tile II or Title XVI of the Social Security Act to have been disabled before the sixtieth (60th) day of continuation coverage and the qualified beneficiary properly notifies the Plan Administrator of the disability determination, the eighteen (18) month period is expanded to twenty-nine (29) months. If a second qualifying event occurs while receiving COBRA coverage and the qualified beneficiary properly notifies the Plan Administrator, COBRA coverage may continue for a maximum of thirty-six (36) months.

COBRA coverage under a health flexible spending account can last only until the end of the year in which the qualifying event occurred.

Coverage for qualified beneficiaries may end prior to the end of the maximum coverage period if:

A. premiums are not paid on a timely basis;

B. District ceases to maintain the group health plan;

C. coverage is obtained with another employee group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition (note that the Patient Protection and Affordable Care Act eliminated pre-existing exclusion conditions in most groups health plans);

D. a qualified beneficiary becomes entitled to Medicare benefits;

E. during a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled.

A qualified beneficiary is required to notify the District in writing if the qualified beneficiary becomes eligible for Medicare or becomes covered under another group health plan. In addition, if a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, the qualified beneficiary must notify the District of the fact within thirty (30) days after the Social Security Administration's determination.

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3430.01 - **FMLA LEAVE**

Definitions Applicable to FMLA Leave

The term "child" (i.e., son or daughter) means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and "incapable of self-care" because of a mental or physical disability (as defined by the Americans with Disabilities Act (ADA), as amended) at the time the FMLA leave is to commence.

The term "spouse" means all individuals in legal marriages, regardless of where they live. More specifically, the definition of "spouse" is a husband or wife as defined or recognized in the State where the individual was married ("place of celebration"), and specifically includes individuals in lawfully recognized same-sex and common law marriages. The definition further includes an individual in a marriage that was validly entered into outside the United States if it could have been entered into in at least one (1) State. Civil unions are not considered marriages under the FMLA.

The term "incapable of self-care" means that the individual requires active assistance or supervision to provide daily self-care in three (3) or more of the "activities of daily living" (ADLs) (e.g., caring appropriately for one's grooming and hygiene, bathing, dressing, eating) or "instrumental activities of daily living" (IADLs) (e.g., cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.).

An employee is "unable to perform the functions of his/her position" where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position. Additionally, an employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment.

Leave for Adoption or Foster Care

Eligible employees may take FMLA leave before the actual placement or adoption of a child if an absence from work is required for the placement or foster care to proceed. Permissible absences include, but are not limited to, the employee attending a required counseling session, appearing in court, consulting with his/her attorney or the doctor(s) representing the birth parent, submitting to physical examinations, or traveling to another country to complete an adoption.

Military Family Leave Entitlements

A. **Military Caregiver Leave**

Eligible employees may take up to twenty-six (26) weeks of unpaid FMLA leave, in a "single twelve (12) month period," to care for a covered service member with a serious injury or illness. The "single twelve (12) month period" begins on the first day the eligible employee takes Military Caregiver Leave and ends twelve (12) months after that date. If the employee does not use his/her entire twenty-six (26) work weeks leave entitlement during the "single twelve (12) month period" of leave, the remaining work weeks of leave are forfeited.

For purposes of Military Caregiver Leave, the covered service member may be a (1) current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or

(2) a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the period of five (5) years prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. For an individual who was a member of the Armed Forces and who was discharged or released under conditions other than dishonorable prior to March 8, 2013, the period between October 28, 2009, and March 8, 2013, shall not count towards the determination of the five-year period for covered veteran status.

Serious injury or illness for purposes of Military Caregiver Leave is defined as an injury or illness incurred by a covered service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the covered service member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of his/her office, grade, rank, or rating.

In the case of a veteran, a serious injury or illness means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and is (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent (50%) or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

The term "son or daughter of a covered service member" means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or child for whom the service member stood in loco parentis, and who is of any age. Similarly, the term "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. (The term does not include parents "in-law.")

The term "next of kin" means the service member's nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the covered service member has specifically designated in writing another blood relative as his/her nearest blood relative for purposes of Military Caregiver Leave under the FMLA, in which case the designated individual shall be deemed to be the covered service member's next of kin. All family members sharing the closest level of familial relationship to the covered service member are considered the covered service member's next of kin, unless the covered service member has specifically designated an individual as his/her next of kin for Military Caregiver Leave purposes. While an eligible employee may care for more than one (1) seriously injured or ill covered service member at the same time, the employee may not take more than twenty-six (26) work weeks of leave during each "single twelve (12) month period."

Military Caregiver Leave is a "per-service member, per-injury" entitlement. Therefore, an eligible employee may take twenty-six (26) work weeks of leave to care for one (1) covered service member in a "single twelve (12) month period," and then take another twenty-six (26) work weeks of leave in a different "single twelve (12) month period" to care for another covered service member or to care for the same service member with a subsequent serious injury or illness (e.g., if the service member is returned to active duty and suffers another injury). Additionally, an eligible employee could take FMLA leave, after the end of the "single twelve (12) month period" for Military Caregiver Leave, to care for a covered service member if the member is a qualifying family member under non-military FMLA and s/he has a serious health condition.

B. **Qualifying Exigency Leave**

Eligible employees may take up to twelve (12) weeks of unpaid FMLA leave for any of the following qualifying exigencies that are related to the fact that the employee's spouse, son, daughter or parent is on covered active duty or call to covered active duty status, or has been notified of an impending call or order to covered active duty in the Armed Forces:

1. Issues arising from a qualifying family member's short-notice deployment (i.e., deployment on seven (7) or less calendar days of notice) for a period of seven (7) days from the date of notification.

2. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to a qualifying family member's covered active duty or call to covered active duty status.

3. Certain childcare and related activities arising from a qualifying family member's covered active duty or call to covered active duty status, such as arranging for alternative childcare, providing childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis), enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member (this does not include providing child care on a routine, regular or everyday basis).

4. Making or updating financial and legal arrangements to address a qualifying family member's absence (e.g., preparing and executing financial and healthcare power of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System, obtaining military identification cards, or preparing or updating a will or living trust) and acting as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status, and for a period of ninety (90) days following the termination of the military member's covered active duty status.

5. Attending counseling provided by someone other than a healthcare provider for oneself, the qualifying family member, or the child of the qualifying family member, the need for which arises from the qualifying family member's covered active duty or call to covered active duty status. The child must be the military member's biological, adopted, or foster child, stepchild, legal ward or child for whom the military members stands in loco parentis, who is either under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

6. Taking up to fifteen (15) days of leave to spend time with a qualifying family member who is on short-term, temporary, rest and recuperation leave during the deployment.

7. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the qualifying family member's covered active duty status, and addressing issues arising from the death of a qualifying family member.

8. Providing parental care for a parent of a military member who is incapable of self-care and is the military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member when the member was under eighteen (18) years of age. "Incapable of self- care" means the parent requires active assistance or supervision to provide daily self-care in three (3) or more of the activities of daily living (includes adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing and eating) or instrumental activities of daily living (includes cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.). Parental care includes (1) arranging for alternate care when the parent is incapable of self-care and the covered active duty or call to covered active duty status necessitates a change in the existing care arrangement for the parent; (2) providing care on an urgent, immediate need basis (but not on a routine, regular or everyday basis) when the parent is incapable of self-care and the need to provide such care arises from covered active duty or call to covered active duty status; (3) admitting or transferring to a care facility a parent when admittance or transfer is necessitated by the covered active duty or call to covered active duty status; and (4) attending meetings with staff at a care facility, such as meetings with hospice or social service providers for a parent when such meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty status but not for regular or routine meetings.

9. Any other event that the employee and the Board agree is a qualifying exigency.

The term "qualifying family member" for purposes of Qualified Exigency Leave means a staff member's spouse, son, daughter or parent.

The term "covered active duty" or "call to covered active duty status" for purposes of Qualified Exigency Leave means duty for a member of the Regular Armed Forces during deployment of the member with the Armed Forces to a foreign country, and, in the case of a member of the Reserve components of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to Sections 688, 12301(a), 12302, 12304, 12305, 12406, or Chapter 15 of Title 10 of the United States Code or any other provision of law during a war or during a national emergency declared by the President or Congress as long as it is in support of a contingency operation.

The term "son or daughter" means the employee's biological, adopted, or foster child, stepchild, legal ward, or child for whom the employee stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age. Similarly, the term "parent" means a biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter. (The term does not include parents "in-law.")

Employee Request for FMLA Leave

While eligible employees are not required to expressly request unpaid FMLA leave, it is requested that eligible employees who seek an unpaid FMLA leave for any of the approved reasons complete and submit to the Superintendent a written request for FMLA leave.

Employee Certifications

Eligible employees who apply for FMLA leave "to care for an immediate family member" must submit DOL Form (WH-380-F; "Certification of Health Care Provider for Family Member's Serious Health Condition").

Eligible employees who apply for FMLA leave for "the employee's own serious health condition" must submit DOL Form (WH-380-E; "Certification of Health Care Provider for Employee's Serious Health Condition").

Eligible employees who apply for Military Caregiver Leave must submit DOL Form (WH-385; "Certification for Serious Injury or Illness of Covered Service Member – for Military Family Leave" or WH-385-V, "Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave). The form may be completed by a Department of Defense (DOD) health care provider, Veterans Affairs health care provider, a DOD TRICARE network authorized private health care provider, a DOD non-network TRICARE authorized private health care provider, or any health care provider as defined by 29 C.F.R. 825.125.

Additionally, with respect to Military Caregiver Leave, the District will accept the submission of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA), in lieu of the DOL Form, for the time period specified in the ITO or ITA. The ITO or ITA submitted by the employee need not list the employee as the named recipient of the ITO/ITA, provided the employee is the spouse, parent, son, daughter or next of kin of the covered service member. If the covered service member's need for care extends beyond the expiration date specified in the ITO or ITA, the employee is responsible for submitting the DOL Form for the remainder of the employee's leave period. The District will also accept, with respect to Military Caregiver Leave, documentation indicating the service member's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers, regardless of whether the employee is the named caregiver in the documentation. Employees are advised that the Superintendent may seek authentication and clarification of such documentation, and may require an employee to provide confirmation of covered family relationship to the seriously injured or ill service member and documentation showing that the discharge was other than dishonorable and the date of the veteran's discharge.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the Board to support the employee's FMLA request.

In all instances in which certification is requested, it is the employee's responsibility to provide the Board with complete and sufficient certification, and failure to do so may result in denial of FMLA leave.

Eligible employees who apply for any of the three (3) preceding types of FMLA leave must also execute and provide to his/her health care provider a HIPAA-compliant release form.

If the Superintendent deems a medical certification to be incomplete or insufficient, the Superintendent shall notify the employee, in writing, what information is lacking, and the employee will have seven (7) calendar days to cure the deficiency. The Superintendent (i.e., the Board's health care provider, human resource professional, leave administrator, or other management official, but not the employee's direct supervisor) may contact the certifying health care provider for clarification concerning or to authenticate the content of a medical certification. The representative, however, shall not ask the health care provider for additional information beyond that required by the certification form.

Employees who take leave for "the employee's own serious health condition", prior to returning to work, must submit to the Superintendent a "Fitness-for-Duty Certification". Again, the employee will need to have executed and provided to his/her Health Care Provider a HIPAA-compliant form.

Eligible employees who apply for FMLA leave for "Qualifying Exigency Leave" must submit DOL Form WH-384; "Certification of Qualifying Exigency for Military Family Leave". Specifically, the first time the employee requests Qualifying Exigency Leave, the employee must provide a copy of the qualifying family member's covered active duty orders or other documentation issued by the military that indicates that the qualifying family member is on covered active duty or call to covered active duty status, and

the dates of the qualifying family member's covered active duty service. Additionally, each time that the employee requests leave for one of the above-listed qualifying exigencies, the employee must certify the exigency necessitating leave. Such certification supporting leave for a qualifying exigency includes:

- appropriate facts supporting the need for leave, including any available written documentation supporting the request and the type of qualifying exigency;
- the appropriate date on which the qualifying exigency commenced or will commence, and, if requested for a single, continuous period of time, the beginning and end dates for such absence;
- where leave will be needed on an intermittent basis, an estimate of the frequency and duration of the qualifying exigency;
- appropriate contact information if the exigency involves meeting with a third party and a brief description of the purpose of the meeting; and if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders or other documentation issued by the military that indicates the military member has been granted Rest and Recuperation leave and the dates of such leave.

Employees are advised that if the qualifying exigency involves a meeting with a third party, the Superintendent may verify the schedule and purpose of the meeting with the third party. Also, the Superintendent may contact the appropriate unit of the Department of Defense to confirm that the qualifying family member is on covered active duty or call to covered active duty status.

All of the certifications identified above must be submitted by the employee within fifteen (15) calendar days after the District provides the employee with the applicable DOL Form unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. An employee may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good faith efforts to obtain such documents.

Light Duty

Time spent performing "light duty" work does not count against an employee's FMLA leave entitlement.

District Notices to Employee (Forms are available on the U.S. Department of Labor Website: www.dol.gov)

If the information included in the Employees Rights and Responsibilities Notice changes, the Superintendent will inform the employee of such changes within five (5) business days of receipt of the employee's first notice of the need for FMLA leave subsequent to any change. The Treasurer is charged with responsively answering questions from employees concerning their rights and responsibilities.

If it is not possible to provide the number of hours, days or weeks that will be counted as FMLA leave (e.g., where the leave will be unscheduled), the Superintendent will provide this information upon request by the employee, but no more often than every thirty (30) days and only if leave was taken during the period. The notice of the amount of leave counted against the employee's FMLA entitlement may be oral or in writing. If such notice is oral, it shall be confirmed in writing, no later than the following payday that is at least one (1) week after the oral notice. Such notice may be in any form, including a notation on the employee's pay stub.

FMLA Leave and Mandatory Overtime

Employees with proper medical certification may use FMLA leave in lieu of working required overtime hours. Thus, hours that an employee would have been required to work but for the taking of FMLA leave will be counted against the employee's FMLA entitlement.

Calculating the Amount of FMLA Leave Used by an Employee

For purposes of determining the amount of FMLA leave used by an employee, the fact that a holiday may occur within the work week taken as FMLA has no effect; the week is counted as a week of FMLA leave. If, however, the employee is using FMLA leave in increments of less than one (1) week, the holiday will not count against the employee's FMLA leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday. Similarly, when an employee is not scheduled to work during winter, spring or summer vacation (i.e., during a period when some or all employees are not expected to work for one (1) or more weeks), the days the employee is not scheduled to work shall not count against the employee's FMLA leave entitlement.

When an employee takes FMLA leave on an intermittent or reduced leave schedule basis, the leave shall be accounted for by using an increment no greater than the shortest period of time that the District uses to account for use of other forms of leave provided that it is not greater than one (1) hour and provided that the employee's FMLA leave entitlement is not reduced by more than the amount of leave actually taken.

Maintenance of Employee Benefits

The same group health plan benefits provided to an employee prior to taking FMLA leave shall be maintained during the FMLA leave (e.g., if family member coverage is provided to an employee, family member coverage shall be maintained during the FMLA leave). Similarly, benefit coverage during FMLA leave for medical care, surgical care, hospital care, dental care, eye care, mental health counseling, substance abuse treatment, etc., shall be maintained during leave if provided in the District's group health plan, including a supplement to a group plan.

If an employee chooses not to retain group health plan coverage during FMLA leave, the employee will be reinstated, upon return from leave, on the same terms as prior to taking the leave, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

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3430.01A - **FAMILY LEAVE AND INSTRUCTIONAL EMPLOYEES**

The following provisions are paraphrases of appropriate portions of Section 1084 of the Family and Medical Leave Act of 1993, as amended ("Special Rules Concerning Employees of Local Educational Agencies").

c. **INTERMITTENT LEAVE OR LEAVE ON A REDUCED SCHEDULE FOR INSTRUCTIONAL EMPLOYEES**

1. IN GENERAL - Subject to paragraph (2), in any case in which an eligible employee employed principally in an instructional capacity by the Board of Education requests leave for reason (C), (D) or Military Caregiver Leave as outlined in Policy 3430.01 that is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the Superintendent may require that such employee elect either --

   A. to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or

   B. to transfer temporarily to an available alternative position offered by the Board for which the employee is qualified, and that--

      i. has equivalent pay and benefits; and

      ii. better accommodates recurring periods of leave than the regular employment position of the employee.

2. APPLICATION - The elections described in subparagraphs (A) and (B) of paragraph (1) shall apply only with respect to an eligible employee who complies with Policy 3430.01.

d. **RULES APPLICABLE TO PERIODS NEAR THE CONCLUSION OF AN ACADEMIC TERM**

The following rules shall apply with respect to periods of leave near the conclusion of an academic term in the case of any eligible employee employed principally in an instructional capacity by the Board:

1. LEAVE MORE THAN FIVE (5) WEEKS PRIOR TO END OF TERM

   If the eligible employee begins FMLA leave under Policy 3430.01 more than five (5) weeks prior to the end of the academic term, the Superintendent may require the employee to continue taking leave until the end of such term, if --

   A. the leave is of at least three (3) weeks duration; and

   B. the return to employment would occur during the three (3) week period before the end of such term.

2. LEAVE LESS THAN FIVE (5) WEEKS PRIOR TO END OF TERM

   If the eligible employee begins leave for reason (A), (B), (C) or Military Caregiver Leave as outlined in Policy 3430.01 during the period that commences five (5) weeks prior to the end of the academic term, the Superintendent may require the employee to continue taking leave until the end of such term, if --

   A. the leave is of greater than two (2) weeks duration; and

   B. the return to employment would occur during the two (2) week period before the end of such term.

3. LEAVE LESS THAN THREE (3) WEEKS PRIOR TO END OF TERM

   If the eligible employee begins leave for reason (A), (B), (C) or Military Caregiver Leave as outlined in Policy 3430.01 during the period that commences three (3) weeks prior to the end of the academic term and the duration of the leave is greater than five (5) working days, the Superintendent may require the employee to continue to take leave until the end of such term.

e. **RESTORATION TO EQUIVALENT EMPLOYMENT POSITION**

   For purposes of determinations related to the restoration of an eligible employee to an equivalent position, such determinations shall be made on the basis of established Board policies and practices, and collective bargaining agreements. The "established policies" and collective bargaining agreements used as a basis for restoration must be in writing, must be made known to the employee prior to the taking of FMLA leave, and must clearly explain the employee's restoration rights upon return from leave.

As used above, the term "instructional employees" refers to eligible employees whose principal function is to teach and instruct students in a class, a small group, or an individual setting. The term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. Finally, it does not include cafeteria workers, maintenance workers, bus drivers, or other primarily noninstructional employees.

If an eligible instructional employee chooses to take leave for "periods of a particular duration" in the case of intermittent leave or reduced schedule leave, the entire period of leave taken will count as FMLA leave.

If an eligible instructional employee is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

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3430.01B - **FMLA RECORDKEEPING REQUIREMENTS**

The Treasurer is responsible for making, keeping, and preserving all relevant records pertaining to the Board of Education's obligations under the FMLA in accordance with the recordkeeping requirements of Section 11(c) of the Fair Labor Standards Act (FLSA) and in accordance with the final regulations applicable to the FMLA. Specifically, the Treasurer is charged with keeping/preserving the records identified below in accordance with the District's Records Retention Schedule (see AG 8310A), and under no circumstances shall said records be kept for less than three (3) years. The records shall be available for inspection, copying, and transcription by representatives of the Department of Labor upon request.

The Treasurer shall maintain records that disclose the following:

A. Basic payroll and identifying employee data, including name, address, and occupation; rate or basis of pay and terms of compensation; daily and weekly hours worked per pay period; additions to or deductions from wages; and total compensation paid.

B. Dates FMLA leave is taken by FMLA eligible employees (e.g., available from time records, requests for leave, etc., if so designated). Leave must be designated in records as FMLA leave; leave so designated may not include leave required under State law or a Board plan which is not also covered by FMLA.

C. If FMLA leave is taken by eligible employees in increments of less than one (1) full day, the hours of the leave.

D. Copies of employee notices of leave furnished to the District under FMLA, if in writing, and copies of all written notices given to employees as required under the FMLA and its implementing regulations (see 29 C.F.R. Section 825.300(b) through (c)). Copies may be maintained in employee personnel files.

E. Any documents (including written and electronic records) describing employee benefits or employer policies and practices regarding the taking of paid and unpaid leaves.

F. Premium payments of employee benefits.

G. Records of any dispute between the District and an eligible employee regarding designation of leave as FMLA leave, including any written statement from the Superintendent or designee or employee of the reasons for the designation and for the disagreement.

Records and documents relating to certifications, recertifications or medical histories of employees or employees' family members, created for purposes of FMLA, shall be maintained as confidential medical records in separate files/records from the usual personnel files. If the Genetic Information Nondiscrimination Act of 2008 (GINA) is applicable, records and documents created for purposes of FMLA leave containing family medical history or genetic information as defined by GINA shall be maintained in accordance with the confidentiality requirements of Title II of GINA (29 C.F.R. 1635.9), which allow for disclosure consistent with FMLA requirements. If the ADA, as amended, is also applicable, such records shall be maintained in conformance with ADA confidentiality requirements (see 29 C.F.R. 1630.14(c)(1)), except that:

A. supervisors and managers may be informed regarding necessary restrictions on the work or duties of an employee and necessary accommodations;

B. first aid and safety personnel may be informed (when appropriate) if the employee's physical or medical condition might require emergency treatment; and

C. government officials investigating compliance with FMLA (or other pertinent laws) shall be provided relevant information upon request.

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of JOB-RELATED EXPENSES
Code	ag3440a
Status	
Adopted	November 19, 2007

~~3440A - **JOB-RELATED EXPENSES**~~

~~Expenses which are incurred by professional staff members as a result of authorized travel in and outside of the District will be reimbursed to the extent provided for in these guidelines. Reimbursement is intended to provide for transportation, lodging, and food of reasonable and adequate quality. When traveling on school business, a professional staff member is expected to use the same care in incurring expenses that a prudent person would exercise if traveling on personal business. For out-of-state travel, consideration shall be given to relevant cost-of-living differences.~~

~~Authorization~~

~~Travel within or outside the District is to be authorized by the Superintendent.~~

~~Travel to conventions or conferences away from the District which involve overnight stay will be authorized by the principal for approval by the Director of Instruction. All such requests must be received in the Central Office at least twenty-one (21) days prior to the date a decision is needed. Forms are available in each school office.~~

~~Overnight lodging shall be approved and costs reimbursed only outside 100+ miles or two (2) hours of travel time from the District. Overnight lodging the night before a convention or conference must be in excess of 150 miles.~~

~~Procedure~~

A. ~~Each request for travel or conference funds should detail the reasons for the expenditures and should not be labeled in broad general terms (see Form 3243 F1).~~
B. ~~Under normal conditions, officers and professional staff members traveling on official business shall provide themselves with sufficient funds of their own for ordinary expenses.~~
C. ~~Travel should be by the most reasonable, direct and economical route.~~
D. ~~All persons authorized to travel on official business should keep a memorandum and receipts of expenditures properly chargeable to the Board of Education. Professional staff members might find it advantageous to charge as many expenditures as possible on credit cards. The itemized statement may serve as a receipt, with reimbursement available to pay the charges.~~
E. ~~For official travel other than by automobile, tickets may be purchased by the District in advance, upon request of the individual involved.~~
F. ~~In all instances of travel reimbursement, full itemization of expenditures is required.~~
G. ~~Those doing such traveling should be expected to exercise the same care in incurring expenses that they would in travel on personal business of their own. Excessive and unnecessary travel will not be approved or reimbursed.~~

~~Reimbursement~~

A. ~~Reimbursement will be at the current rates approved by the Board. Requests for reimbursement will be submitted on Form 3243 F2 provided for that purpose.~~
B. ~~Travel outside the School District will be reimbursed at the regular fare rate charged the general public by common carrier, unless travel by private conveyance is more economical, in which case mileage will be reimbursed at the IRS rate. Taxi fare from home and conference destination to terminal and return is allowable with receipt.~~
C. ~~Employees shall request and accept, if available, the "government rate" on rooms.~~
D. ~~Lodging and meals will be reimbursed at the approved rate per day. All claims must be supported by original receipted bills.~~
E. ~~Reimbursement for reasonable charges for tolls, lodging, parking, taxis, official telephone calls, and tips will be made upon presentation of supporting receipts.~~
F. ~~Registration fees are reimbursable.~~
G. ~~Sales tax on hotel bills is reimbursable.~~
H. ~~If meals are included in registration fees, duplicate meals shall not be reimbursed.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of USE OF PRIVATE CAR FOR SCHOOL BUSINESS
Code	ag3440b
Status	
Adopted	November 19, 2007

~~3440B - **USE OF PRIVATE CAR FOR SCHOOL BUSINESS**~~

~~The District has established the following means for providing reimbursement for the use of privately-owned vehicles used in the performance of assigned duties.~~

A. ~~All professional staff will be assigned to a school or office which becomes the home station. It will be the responsibility of each individual to provide his/her own transportation from his/her residence to his/her assigned station and to any other assigned spot to attend meetings for administrative or training purposes.~~
B. ~~When an individual's duties require his/her presence at other stations or places within or outside of the District, reimbursement for travel may be requested. Such requests will be approved when the travel is scheduled or authorized by the Superintendent.~~
C. ~~Regularly scheduled travel will be authorized when requisitioned in compliance with a printed schedule; e.g.: special professional staff members are required to go from school to school on a regular schedule.~~
D. ~~Sporadic or emergency travel will be authorized when made in connection with an assignment.~~
E. ~~All personnel who are assigned duties at more than one (1) school will be listed by their immediate supervisor. This will not include the drivers to whom school vehicles are assigned.~~
F. ~~Payments for authorized travel will be made provided itemized daily records are submitted on the proper forms. Persons who travel are advised to keep a daily log of their required business trips.~~
G. ~~Reimbursement for travel, less the employee's commute, shall be paid at the standard Federal mileage rate as set by the IRS.~~
H. ~~Private vehicles may be used for authorized school business only when the employee/owner maintains a valid driver's license and is insured under a liability policy that complies with R.C. 4509.51.~~
I. ~~Gasoline, damages, needed service, or repairs to private vehicles are the responsibility of the employee/owner as these costs are included in the per-mile cost reimbursement.~~

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of USE OF SCHOOL VEHICLE FOR SCHOOL BUSINESS
Code	ag3440c
Status	
Adopted	November 19, 2007

~~3440C - **USE OF SCHOOL VEHICLE FOR SCHOOL BUSINESS**~~

~~The District has established the following guidelines for the use of school-owned vehicles in the performance of assigned duties.~~

A. ~~Regularly scheduled use will be authorized by the Business Manager.~~
B. ~~School personnel who are required to be on-call in case of after hour emergencies may be assigned a District vehicle for daily use. Such use will be authorized by the Superintendent.~~
~~Only school personnel will be authorized to operate the vehicle.~~
~~The vehicle is to be used only for school business.~~
~~Personal use of school vehicles may be approved solely for transportation to and from work, for non-recurring personal errands on the way to and from work (if within a reasonable distance on a reasonably direct route between home and work), and for errands incidental to the use of the vehicle for school business. No personal use of school vehicles shall expose the Board to substantial additional risk of loss, damage, or liability.~~
~~Personal use of the vehicle must be approved by the Superintendent.~~
~~All personal use miles are to be reported to the Treasurer to be included in the staff member's earnings.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of CREATING A POSITION
Code	ag4111a
Status	
Adopted	November 19, 2007

~~4111A~~ **~~CREATING A POSITION~~**

~~The Board of Education has reserved the right in its discretion to create new positions and specify the number of employees in each category. In compliance with that policy, the Board has adopted the following guidelines for the creation of a District position:~~

A. ~~A job description will be prepared for each new position being considered.~~
B. ~~Documentation will be made of the need for the new position or an increase in the number of employees in an existing category of work.~~
C. ~~Each new position will be presented to the Board by the Superintendent with a recommendation for approval.~~
D. ~~No person may be employed to fill the position until Board approval is obtained.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of VERIFICATION OF EMPLOYMENT ELIGIBILITY
Code	ag4111b
Status	
Adopted	November 19, 2007

~~4111B - **VERIFICATION OF EMPLOYMENT ELIGIBILITY**~~

~~In order to comply with Federal law the following verification of employment eligibility procedures will apply:~~

~~**Completion of Form I-9**~~

~~Form I-9 must be completed within three (3) business days of the date of the hire. If an individual is employed for less than three (3) days, the form must be completed before the end of the employee's first working day.~~

~~The following individuals do not need to complete Form I-9:~~

A. ~~persons hired before November 7, 1986~~
B. ~~persons who are employed by a contractor providing contract services~~
C. ~~persons who are independent contractors~~

~~The Superintendent's office is also responsible for reverifying employment eligibility of employees whose employment eligibility documents carry an expiration date.~~

~~**Retention of Employment Eligibility Verification Form (Form I-9)**~~

~~The Superintendent's office must retain Form I-9 for three (3) years or for one (1) year past the end of the employment of the individual, whichever is longer. Such forms will be retained in a separate file and shall be considered to be confidential and used only for employment eligibility verification purposes.~~

~~**Preparation of Documents for Inspection**~~

~~U.S. Immigration and Naturalization Service (INS) or Department of Labor (DOL) Officers are required to give employers three (3) days advance notice before an inspection. The Superintendent's office will assemble the I-9 forms in preparation for the inspection. Failure to provide the I-9 forms could result in civil monetary penalties for each employee for whom the form was not completed, retained, or presented.~~

~~**Retention of Employee Identification and Social Security Number**~~

~~The Board will retain a photocopy of either the employee's driver's license or passport showing the employee's identity and valid social security number.~~

Legal	P.L. 99-603 Immigration Reform and Control Act of 1986

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of EMPLOYMENT OF CLASSIFIED STAFF
Code	ag4120
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

~~4120 - **EMPLOYMENT OF CLASSIFIED STAFF**~~

~~The following guidelines are established for the interviewing and screening of employee candidates:~~

A. ~~Where specific openings exist in positions that could afford present employees an opportunity to be upgraded, such notice shall be posted in the schools of this District.~~
B. ~~Employment priority (as opposed to promotional priority) should be given to former employees placed on a reemployment list with satisfactory service records who have been laid off because of lack of work or lack of funds. Following the exhaustion of the aforenoted categories, only candidates having the most favorable applications will be interviewed.~~
C. ~~When qualifications of new candidates for a position are similar, preference shall be given to candidates who reside within the boundaries of the District.~~
D. ~~Applications are to be made via the District's website.~~
E. ~~Checking of credentials may include direct telephone calls to immediate supervisors of the person being considered.~~
F. ~~Applicants may be granted an interview if their credentials indicate they meet the criteria for the position.~~
G. ~~Terms of employment shall be made known to the candidate at the time of the interview.~~

~~In selecting personnel to fill established positions, the Superintendent shall be responsible for selecting the person best qualified to fill each position in accordance with position specifications established by the Board. Each final candidate also must pass a background check performed by the Bureau of Criminal Identification and Investigation.~~

~~Upon employment, the Treasurer's Office shall be responsible for submitting a copy of the W-4 form (or the form provided by the Department) to the Department of Human Services for each new employee, or any person who is rehired or returns to work after a lapse in pay.~~

~~The new staff member is to be properly oriented. (see Form 4120 F1)~~

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Legal	R.C. 2909.34, 3319.39
	Revised 10/14/13

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of PRE-EMPLOYMENT INTERVIEW QUESTIONS
Code	ag4120c
Status	
Adopted	November 19, 2007
Last Revised	April 11, 2016

~~4120C~~ **~~PRE-EMPLOYMENT INTERVIEW QUESTIONS~~**

~~Asking an applicant questions prohibited by the Equal Employment Opportunity Act during pre-employment interviews could open the door for a job candidate to take legal action against the District. The following guideline outlines the questions that are appropriate and those that should be avoided.~~

~~YOU CANNOT ASK:~~

A. ~~any question that would indicate race or color of applicant or applicant's relatives;~~
B. ~~any question that would indicate gender, unless job related;~~
C. ~~applicant's religion or religious customs and holidays; recommendations from church officials;~~
D. ~~place of birth; if applicant, spouse, or parents are native-born or naturalized; date of citizenship; or for other proof of citizenship before hiring (proof of citizenship required on I-9 form); length of residency in U.S.;~~
E. ~~marital status before hiring, the number and age of children, who cares for them, and if applicant plans to have more;~~
F. ~~to see military service records; about military service with any country other than U.S.;~~
G. ~~nationality, racial, or religious affiliation of school attended;~~
H. ~~how foreign language ability was acquired;~~
I. ~~inquiries about arrests, convictions or pending charges;~~
J. ~~listing of all clubs to which the applicant belongs or has belonged;~~
K. ~~that a candidate provide a photograph before hiring or that one be taken during an interview;~~
L. ~~height and weight or physical/mental characteristics which do not relate directly to the job specifications, past or current medical conditions not directly related to job specifications;~~
M. ~~whether applicant lives with a disabled individual (whether related or not);~~
N. ~~whether applicant plans to marry or plans to have a family;~~
O. ~~whether applicant has any military obligations; type of military discharge;~~
P. ~~inquires about age (other than whether applicant is at least eighteen (18) years of age).~~

~~YOU CAN ASK:~~

A. ~~for applicant's current and previous address (unless designed to determine foreign address indicating place of birth); phone number; length at current address;~~
B. ~~whether applicant is eighteen (18) years of age or older;~~
C. ~~whether the applicant is lawfully authorized to work in the United States;~~
D. ~~if applicant has served in the U.S. armed forces including branch of service and rank attained; job-related experience acquired in the military;~~
E. ~~academic, professional, or vocational school attended; language skills such as reading and writing, foreign languages, grades, degrees, majors, etc.;~~
F. ~~personal and professional and other work references not relating to race, color, religion, gender, national origin, or ancestry;~~
G. ~~professional and social organization membership, so long as affiliation does not identify and is not used to discriminate on the basis of gender, race, national origin, or ancestry;~~
H. ~~willingness to perform job functions;~~
I. ~~willingness to work required work schedule and under prescribed working conditions.~~

~~AFTER HIRING, YOU MAY OBTAIN:~~

A. ~~marital status and number/age of dependents for insurance and tax purposes;~~
B. ~~proof of age;~~
C. ~~status of citizenship (I-9 Form);~~

D. ~~race, if done pursuant to required or approved affirmative action plan and maintained separately from applicant file;~~
E. ~~a copy of military discharge certificate.~~

~~Revised 10/14/13~~
~~Revised 4/11/16~~
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Legal R.C. 2909.34

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of JOB DESCRIPTION
Code	ag4120.01
Status	
Adopted	November 19, 2007

~~4120.01 - **JOB DESCRIPTION**~~

~~After reviewing the job description, the classified staff member shall sign and date one copy of the job description, indicating that s/he has received a copy of it and attesting that s/he was given the opportunity to discuss it with his/her immediate supervisor, and, furthermore, understands that it is his/her responsibility to perform satisfactorily the duties and responsibilities described therein.~~

~~This signed copy shall be included in the classified staff member's personnel file.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of EMPLOYMENT OF SUBSTITUTE CLASSIFIED STAFF
Code	ag4120.04
Status	
Adopted	November 19, 2007

~~4120.04 **EMPLOYMENT OF SUBSTITUTE CLASSIFIED STAFF**~~

~~The Board of Education must approve those candidates for employment recommended by the Superintendent.~~
~~The screening procedure shall be as follows:~~

A. ~~All applications for substitute positions shall be made through the Office of the Business Manager.~~
B. ~~Each applicant should show evidence of good health, good character, knowledge, ability, and skills to carry on the work in the area in which substitute employment is sought.~~
C. ~~Each applicant should demonstrate sufficient maturity to deal with students and other employees.~~
D. ~~The employment of substitute staff members prior to approval by the Board is authorized only when their employment is required to maintain continuity of services in the District. Retroactive employment shall be recommended to the Board at the next meeting.~~
E. ~~Screening tests may be used to determine the candidate's ability to perform the tasks for which s/he is being considered.~~
F. ~~Recommendations from former employers and others may be requested. Such records shall be retained confidentially and for official use only.~~
G. ~~Substitutes will be paid at eighty-five (85) percent of the base pay of the classification.~~

~~Applicants under final consideration of employment must complete the DMA form with no positive indications that material assistance has been provided to a terrorist organization before working in the District.~~
~~Substitutes must pass a background check performed by the Bureau of Criminal Identification and Investigation.~~

Legal	R.C. 2909.34, 3319.39

Book	Administrative Guideline Manual
Section	4000 Classified Staff
Title	CRIMINAL HISTORY RECORD CHECK
Code	ag4121
Status	Active
Adopted	November 19, 2007
Last Revised	April 9, 2018



4121 - **CRIMINAL HISTORY RECORD CHECK**

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

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

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

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

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

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

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

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

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

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

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

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

Offenses

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

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

B. felonious assault, aggravated assault, assault

C. failing to provide for a functionally impaired person

D. aggravated menacing

E. patient abuse or neglect

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

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

H. aggravated robbery, robbery

I. aggravated burglary, burglary

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

K. endangering children

L. contributing to the delinquency of children, unruliness

M. domestic violence

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

O. corrupting another with drugs

P. trafficking in drugs

Q. illegal manufacture of drugs or cultivation of marijuana

R. funding of drug or marijuana trafficking

S. illegal administration or distribution of anabolic steroids

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

U. placing harmful objects in or adulterating food or confection

V. a felony

W. an offense of violence

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

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

Z. possession of a controlled substance

AA. violation of municipal ordinance

Offenses for Bus/Van Drivers ONLY

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

B. terrorism;

C. operating a Motor Vehicle Under the Influence;

D. reckless operation;

E. driving under suspension;

F. driving under OVI suspension.

School Bus Drivers

The administrator in charge of transportation shall obtain a satisfactory BCII report prior to hiring an individual as a new school bus or school van driver, along with an FBI background check (i.e., an FBI background check will also be required prior to hiring new employees). The required satisfactory criminal records checks shall be completed and received by the District prior to permitting the individual to operate a vehicle used for student transportation. Satisfactory shall be defined by the same standards applied to other public school employees. Such records shall be maintained for a minimum of six (6) years.

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

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

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

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

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

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

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

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

4. violation of R.C. 4506.03 (i.e., commercial driver's license or temporary instruction requirements) or a substantially similar municipal ordinance or county or township resolution, or of any similar law of another state or

political subdivision of another state, that involves the operation of a commercial motor vehicle without a valid commercial driver's license with the proper class or endorsement for the specific vehicle group being operated for the passengers or type of cargo being transported;

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

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

7. violation while operating a commercial motor vehicle of a law of the state, any municipal ordinance, any county or township resolution, or any substantially similar law of another state or political subdivision of another state which prohibits texting while driving or using a handheld mobile device (except when a person is texting or using a mobile device to contact law enforcement or other emergency services);

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

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

E. not received any violations that render the bus driver uninsurable by the District's Fleet Insurance Carrier.

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

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

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

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

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

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

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

School Bus Aides

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

Current Employees Licensed by the Ohio Department of Education

Non-teaching employees who are also licensed by the Ohio Department of Education (e.g., aides with a permit, paraprofessionals with a license, and those individuals who do not hold a valid educator's license but who are employed by the Board under a student activity permit) who engage in conduct unbecoming the teaching profession under certain specific circumstances set

forth in Policy 8141 and/or who it is determined have pled guilty to or have been convicted of any offense enumerated under R.C. 3319.39(B)(1), including a judicial finding for intervention in lieu of conviction and/or participation in a pre-trial diversion program relating to any of the offenses listed therein and described above, are subject to the mandatory State reporting requirements in addition to an action by the Board to terminate their employment.

Revised 12/8/14

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Book	Administrative Guideline Manual
Section	4000 Classified Staff
Title	NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	ag4122
Status	Active
Adopted	November 19, 2007
Last Revised	October 14, 2013



4122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

These administrative guidelines are established to assist in the proper implementation of Policy 4122 and Policy 4122.02. Policy 4122 states:

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.

The following person has been designated to handle inquiries regarding the nondiscrimination policies of the District or to address any complaint of discrimination:

Name and/or Title: Director of Four Cities Educational Compact

Address: 524 Broad St. Wadsworth, OH 44281

Telephone No.: 330-336-3571

Notice of the Board's policy on nondiscrimination in employment practices shall be posted throughout the District, published in any District statement regarding the availability of employment, and in any staff handbooks.

Sex-Based Discrimination

Discrimination against a transgender individual because that person is transgender is discrimination based on sex and therefore a violation of Title VII. Specifically, discrimination against transgender individuals on the basis of sex stereotyping/gender-nonconformity constitutes sex discrimination. This is true irrespective of the cause of the person's gender non-conforming behavior.

Additionally, employment actions based upon an individual's sexual orientation are suspect and potentially impermissible.

Administrators are required to investigate allegations of conduct involving the discrimination or harassment of an employee or applicant based upon his/her transgender identity or sexual orientation.

Any questions concerning whether alleged conduct might violate this prohibition should be promptly brought to the Superintendent's attention.

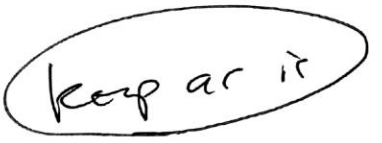
Military Status

For purposes of this policy/administrative guideline, "military status" refers to a person's status in the uniformed services which includes the performance of duty, on a voluntary or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, and performance of duty or training by a member of the Ohio organized militia. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

Revised 9/10/08
Revised 4/19/10
Revised 10/14/13

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Book	Administrative Guideline Manual
Section	4000 Classified Staff
Title	COMPLAINT PROCEDURES FOR NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/ACCESS
Code	ag4122b
Status	Active
Adopted	November 19, 2007
Last Revised	October 14, 2013



4122B - **COMPLAINT PROCEDURES FOR NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/ACCESS**

If a person believes that s/he has been discriminated against or denied equal opportunity or access to the District's programs, activities or services, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

The following person is designated as the District's Civil Rights Coordinator:

Title: Director of Four Cities Educational Compact

School: Wadsworth City School District

Address: 524 Broad St. Wadsworth, OH 44281

Phone: 330-336-3571

The individual may also, at any time, contact the U.S. Department of Education, Office for Civil Rights, Cleveland Office, 600 Superior Avenue East, Suite 750, Cleveland, Ohio 44114-2611; Telephone: (216) 522-4970; Fax: (216) 522-2573; TDD: (216) 522-4944; E- mail: ocr.cleveland@ed.gov; Web: http://www.ed.gov.ocr.

Internal Complaint Procedures

A person who believes s/he has a valid basis for a complaint may discuss the matter informally and on an oral basis with the District's Civil Rights Coordinator, who will investigate the complaint and reply with an answer to the complainant. If the informal procedures do not resolve the matter to the complainant's satisfaction or s/he skips the informal process, s/he may initiate formal procedures according to the following steps:

Step 1

Investigation by the District Civil Rights Coordinator: A person may initiate a formal investigation by filing a written complaint (Form 4122 F1) with the District Civil Rights Coordinator. The complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, and describe the alleged discriminatory action in sufficient detail to inform the Civil Rights Coordinator of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the Civil Rights Coordinator for good cause. The Civil Rights Coordinator will conduct an impartial investigation of the complaint. As part of the investigation, the Civil Rights Coordinator shall permit the complainant to present witnesses and other evidence in support of his/her complaint. The investigation shall be completed within fifteen (15) business days of the written complaint being filed. The Civil Rights Coordinator will notify the complainant in writing of his/her decision and will maintain the District's files and records relating to the complaint.

Step 2

Appeal to the Superintendent: If the complainant is not satisfied with the Civil Rights Coordinator's Step 1 decision, s/he may submit, in writing, a signed statement of appeal to the Superintendent within five (5) business days after receipt of the Coordinator's response. The Superintendent will review the case, may conduct an informal hearing, and will notify the complainant in writing of his/her decision within ten (10) business days of receiving the appeal.

Step 3

Appeal to the Board of Education: If the complainant remains unsatisfied, s/he may appeal through a signed written statement to the Board of Education within five (5) business days of his/her receipt of the Superintendent's response in Step 2. 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 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 in the appropriate Federal District Court. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

The Civil Right's Coordinator will provide a copy of the District's complaint procedure to any person who files a complaint and will investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Civil Rights Coordinator's office.

PROHIBITION AGAINST RETALIATION

The Board will not discriminate against, coerce, intimidate, threaten, or interfere with any individual because the person opposed any act or practice made unlawful by any Federal 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.

Revised 9/29/10
Revised 10/14/13

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of COMPARATIVE ANALYSIS OF EMPLOYMENT RELATED PROVISIONS OF ADA AND SECTION 504
Code	ag4122c
Status	
Adopted	November 19, 2007

~~4122C -~~ **~~COMPARATIVE ANALYSIS OF EMPLOYMENT RELATED PROVISIONS OF ADA AND SECTION 504~~**

~~Issue~~	~~Section 504~~	~~ADA~~
~~Coverage~~	~~Covers only recipients of Federal funds~~	~~Covers all employers with 15 or more employees; adds 2-year exemption for employers with less than 25 employees~~
~~Definition of "Qualified Individual with Disability"~~	~~A disabled person who, with "reasonable" accommodation, can perform the essential functions of the job~~	~~An individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position~~
~~Reasonable Accommodation~~	~~Reasonable Accommodation may include:~~	~~Reasonable Accommodation may include:~~
~~making facilities used by employees readily accessible and usable by disabled persons~~	~~making facilities readily accessible~~	
~~job restructuring, part time or modified work schedules~~	~~job restructuring, part time or modified work schedules~~	
~~No comparable provision~~	~~reassignment to a vacant position~~	
~~acquisition or modification of equipment or devices~~	~~acquisition or modification of equipment or devices~~	
~~No comparable provision~~	~~appropriate adjustment or modifications of examinations, training materials or policies~~	
~~provision of readers or interpreters~~	~~provision of readers or interpreters~~	
~~Undue Hardship~~	~~Factors considered:~~	~~Factors considered~~
1. ~~size of the organization and its budget~~ 2. ~~type of operation~~	1. ~~size of the organization and its budget~~ 2. ~~type of operation~~ 3. ~~nature and cost of accommodation~~	

3. ~~nature and cost of accommodation~~

~~Drug and Alcohol Use~~	~~Current drug use is not considered a disability~~	~~Current drug use is not considered a disability~~
~~Current alcohol abuse that prevents individual from performing duties of the job or that constitutes direct threat to property or safety of others is not considered a disability~~	~~Current alcohol abuse that prevents individual from performing duties of the job or that constitutes direct threat to property or safety of others is not considered a disability~~	
~~Communicable Diseases~~	~~Term "individual with disabilities" excludes any individual with a communicable disease which would constitute a direct threat to the health or safety of others or which renders the individual unable to perform the job~~	~~Permits qualification standard requiring that an individual with a currently communicable disease or infection not pose a direct threat to the health or safety of others~~
~~Relationships or Associations~~	~~No comparable provision~~	~~Prohibits discrimination based on relationship to or association with another disability~~

Book	Administrative Guideline Manual
Section	4000 Classified Staff
Title	SECTION 504/ADA - PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT
Code	ag4123a
Status	Active
Adopted	October 14, 2013
Last Revised	December 12, 2016



4123A - **SECTION 504/ADA - PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The Board of Education prohibits discrimination against any employee or applicant based on his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability against qualified individuals with disabilities in every aspect of employment. Specifically, the Board does not discriminate on the basis of disability against a qualified individual in regard to:

A. recruitment, advertising, and job application procedures;

B. hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

C. rates of pay or any other form of compensation and changes in compensation;

D. job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

E. leaves of absence, sick leave, or any other leave;

F. fringe benefits available by virtue of employment, whether or not administered by the Board;

G. selection and financial support for training, including: apprenticeships, professional meetings, conferences and other related activities, and selection for leaves of absence to pursue training;

H. activities sponsored by the Board, including social and recreational programs; and

I. any other term, condition, or privilege of employment.

The Board will provide a reasonable accommodation to a qualified applicant and employee who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

An individual with a disability is anyone who:

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

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

C. **is regarded as having** a physical or mental impairment that substantially limits one or more major life activities (i.e., has a physical or mental impairment that does not substantially limit major life activities but is treated by the District as constituting such a limitation, or has a physical or mental impairment that substantially limits major life activities only as

a result of the attitude of others toward such impairment, or has none of the physical or mental impairments recognized by Section 504/ADA but is treated as having such an impairment).

Major life activities include, but are not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, eating sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

Physical or mental impairment means:

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

1. neurological
2. musculoskeletal
3. special sense organs
4. respiratory, including speech organs
5. cardiovascular
6. reproductive
7. digestive
8. genitourinary
9. hemic and lymphatic
10. skin
11. immune
12. circulatory
13. endocrine

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

While the determination of whether an impairment substantially limits a major life activity is an individualized one that is case specific, given the inherent nature of the following impairments, as a factual matter, they will virtually always be found to impose a substantial limitation, at a minimum, on the major life activity indicated: deafness substantially limits hearing; blindness substantially limits seeing; an intellectual disability substantially limits brain function; partially or completely missing limbs or mobility impairments requiring the use of a wheelchair substantially limits musculoskeletal function; autism substantially limits brain function; cancer substantially limits normal cell growth; cerebral palsy substantially limits brain function; diabetes substantially limits endocrine function; epilepsy substantially limits neurological function; Human Immunodeficiency Virus (HIV) infection substantially limits immune functions; multiple sclerosis substantially limits neurological function; muscular dystrophy substantially limits neurological function; and major depressive disorder, bipolar disorder, post-traumatic stress disorder, obsessive compulsive disorder, and schizophrenia substantially limits brain function.

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

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

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

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

B. with respect to employment, any individual who is an alcoholic whose current use of alcohol prevents such individual from performing the duties of the job in question or whose employment, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others;

C. with respect to employment, an individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job;

D. an individual on the basis of homosexuality or bisexuality;

E. an individual on the basis of:

1. transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairment, or other sexual behavior disorders;

2. compulsive gambling, kleptomania, or pyromania; or

3. psychoactive substance use disorders resulting from current illegal use of drugs.

Individual with a disability includes an individual who:

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

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

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

Public Notice

Recruitment materials, job announcements and all other materials/publications published by the Board must contain the following statement that the Board does not discriminate against disabled persons in employment or the provision of services. This requirement may be met by including an insert in existing publications or revising and reprinting publications.

> **Equal Employment Opportunity Statement**
>
> The Wadsworth City School District Board of Education does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or genetic information in employment or the provision of services.

The Board will also include a notice of reasonable accommodation requirements on District employment application forms and post notices that employee reasonable accommodation Request Forms may be obtained from the District's Section 504 Compliance Officer (who also serves as its ADA Coordinator).

Decision-Making Process for Determining/Identify Reasonable Accommodations and Undue Hardship

In determining the appropriate accommodation in the employment situation, the District will take into account two (2) factors:

A. the specific abilities and functional limitations of the particular applicant or employee with a disability; and

B. the specific functional requirements of the particular job.

A reasonable accommodation is "any change in the work environment or in the way things are customarily done that enables an individual with a disability to enjoy equal employment opportunities." Many times a reasonable accommodation will be obvious and made without difficulty and at little or no cost. The District Section 504 Compliance Officer/ADA Coordinator will first inquire of the individual with the disability as to any possible suggestions s/he may have for a simple change or adjustment that will serve as an effective accommodation. The District recognizes that employees with disabilities can be useful sources of the information on what type of accommodation they need, where to obtain information on appropriate accommodations, and where to purchase accommodations.

If, however, the identification of a reasonable accommodation proves difficult, the District will utilize an informal, interactive process whereby it and the individual will work together to identify the appropriate accommodation. The interactive process will include any and/or all of the following steps, as may be appropriate:

A. Examination of the particular job involved and determination of its purpose and essential functions. The District will conduct an individual assessment of the particular job at issue in order to analyze the actual job duties ("essential functions") and determine the true purpose or object of the job.

B. The District will then consult with the individual with a disability to find out his/her specific physical or mental abilities and limitations as they relate to the essential job functions. This will help the parties to identify the barriers to job performance and assess how these barriers could be overcome with an accommodation.

C. In consultation with the individual, the District will identify potential accommodations and assess how effective each would be in enabling the individual to perform essential job functions.

D. If the parties are still not able to identify an appropriate accommodation, the District will seek technical assistance.

E. If there are several effective accommodations that would provide an equal employment opportunity, the District will select the accommodation that best serves the needs of the individual and the District. While the District will give the individual with a disability's preference first consideration, the District may choose among effective accommodations and select the accommodation that is less expensive or easier to provide. The District may consider the cost, efficiency and availability of the alternative accommodations in selecting an effective accommodation. The District does not have the obligation to provide the "best" accommodation possible, so long as it provides an accommodation that is sufficient to meet the job-related needs of the individual being accommodated.

The District will not provide an accommodation without first checking with the employee since the employee may not need or want an accommodation, or the unrequested accommodation may not meet the employee's functional limitation. The District will respect an individual with a disability's right not to accept an accommodation if s/he has not requested it and does not feel one is necessary.

However, if this results in the individual failing to perform essential functions, s/he may be considered unqualified and may either be refuse employment or discharged.

The District may decline to provide desired accommodations if it determines such accommodations will result in an undue hardship. An undue hardship entails a significant difficulty or expense in, or resulting from, the provision of the accommodation. Such hardship is not limited to financial difficulty but rather encompasses any accommodation that would be unduly costly, extensive, substantial or disruptive, or that would fundamentally alter the nature or operation of the program. If the cost of an accommodation would impose an undue hardship, the District will give the individual with the disability the option of paying that portion of the cost which would constitute an undue hardship or providing the accommodation. Further, the District will not consider employee morale or the attitudes of others when determining undue hardship.

Decisions not to provide a reasonable accommodation will be in writing and accompanied by an explanation of the decision not to act.

Reasonable accommodations may include:

A. Making facilities used by employees readily accessible to and usable by individuals with disabilities.

B. Job restructuring, part-time or modified work schedule, acquisition or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.

C. Making modifications to existing leave policies and providing leave when needed for a disability, even where an employer does not offer leave to other employees.

D. Reassignment to a new job because the disability prevents the employee from performing one (1) or more essential functions of the current job, even with a reasonable accommodation, or because any accommodation in the current job would result in undue hardship. If reassignment is required, the Board will place the employee in a vacant position for which s/he is qualified, without requiring the employee to compete with other applicants for open positions, except reassignment does not include promotion, and generally does not involve placing an employee in a vacant position when another employee is entitled to the position under a uniformly-applied seniority system (i.e., a negotiated collective bargaining agreement).

Factors to be considered when determining whether an accommodation would impose an undue hardship on the operation of the District's program or activity include:

A. the overall size of the District's program or activity with respect to number of employees, number and type of facilities, and size of budget;

B. the type of the District's operation, including the composition and structure of the District's workforce; and

C. the nature and cost of the accommodation needed.

Employment Criteria

The District will not use qualification standards, employment tests or other selection criteria that screen out or tend to screen out an individual with a disability or a class of individuals with disabilities, on the basis of disability, unless the standard, test or other selection criteria, as used by the Board, is shown to be job-related for the position in question and consistent with business necessity.

The District will select and administer tests concerning employment so that when administered to an applicant or employee who has a disability that impairs sensory, manual or speaking skills, the test results accurately reflect the applicant's or employee's job skills, aptitude, or whatever other factor the test purports to measure, rather than reflecting the applicant's or employee's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

Pre-employment Inquiries

Except as authorized by law, the District will not conduct a pre-employment medical examination or make pre-employment inquiry of an applicant as to whether the applicant is an individual with a disability or as to the nature or severity of a disability. The District will, however, make pre-employment inquiry into an applicant's ability to perform job-related functions - this includes requesting the applicant to describe or demonstrate how s/he would perform the functions.

The District may give a physical agility test at any point in the application or employment process, since such tests are not medical exams. When the District decides to give such a test it must give the test to all similarly situated applicants or employees regardless of disability.

Some examples of alternative test formats and reasonable accommodations are:

A. allowing people with certain learning or dexterity disabilities to take extra time on a test;

B. assuring the test site is accessible to a person with a mobility impairment;

C. allowing a person with a mental disability who cannot perform well with distractions to take a test in a separate room, if a group test setting is not relevant to the job; and

D. providing Braille, large print, a reader or a computer for people with vision impairments.

If the District conditions an offer of employment on the results of a medical examination conducted prior to the employee's entrance on duty, the District will:

A. subject all entering employees to such an examination regardless of disability, and

B. the results of the examination will be used only as authorized by law.

The successful candidate who is required to submit to a medical examination, as well as the medical provider that is designated by the Board to conduct the examination, will be directed not to collect or provide any genetic information, including the candidate's medical history, in the report of the medical examination.

Information obtained as to the medical condition of the applicant, including any inadvertently provided genetic information, will be collected and maintained on separate forms that shall be accorded confidentiality as medical records, except that:

1. supervisors and managers may be informed regarding restrictions on the work or duties of individuals with disabilities and regarding necessary accommodations;
2. first aid and safety personnel may be informed where appropriate, if the condition might require emergency treatment; and
3. government officials investigating compliance with Section 504, the ADA and/or the Genetic Information Nondiscrimination Act ("GINA") shall be provided relevant information upon request.

Interviews

All of the topics labeled off-limits with respect to job applications are likewise prohibited as subjects of inquiry during job interviews. The District, however, may ask questions that relate to an applicant's ability to perform job-related functions so long as it does not phrase the questions in terms of disability. The interviewer may ask about an applicant's ability to perform both essential and marginal job functions. In addition, the interviewer may describe or demonstrate job function(s) and inquire whether the applicant can perform that function(s) with or without reasonable accommodation. Along the same lines, the interviewer may ask the applicant to describe or demonstrate how, with or without reasonable accommodation, s/he will perform the job-related functions. Any questions concerning the need for reasonable accommodation should always be linked with performance on a specific job function. The interviewer should never ask an open-ended question such as "Will you need a reasonable accommodation?"

Interviews should thus concentrate on how applicants will complete tasks that are essential functions, rather than on eliciting information about the applicant's physical or mental condition. Similarly, the District may inquire as to an applicant's ability to perform a job effectively and safely.

According to the EEOC, the following are examples of questions that cannot be asked on a job application or during an interview:

A. Have you ever had or been treated for any of the following conditions or diseases?
B. Please list any conditions or diseases for which you have been treated in the past three (3) years.
C. Have you ever been hospitalized? If so, for what condition?
D. Have you ever been treated by a psychiatrist or psychologist? Is so, for what condition?
E. Have you ever been treated for any mental condition?
F. Is there any health-related reason you may not be able to perform the job for which you are applying?
G. Have you had a major illness in the last five (5) years?
H. How many days were you absent from work because of illness last year?
I. Do you have any physical defects that preclude you from performing certain kinds of work? If yes, describe such defects and specific work limitations?
J. Do you have any disabilities or impairments that may affect your performance in the position for which you are applying?
K. Are you taking prescribed drugs?
L. Have you ever been treated for drug addiction or alcoholism?

M. Have you ever filed for workers' compensation insurance?

Interviewers should not ask a Reference question about an applicant that they could not ask the applicant himself/herself (i.e. previous employers cannot be asked about a former employee's disabilities, illness or workers' compensation history/claims).

The following are pre-employment questions that can be asked:

A. Can you meet the requirements of our attendance policy?

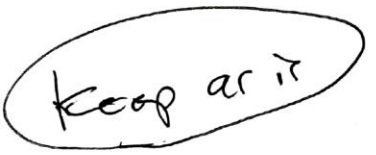
B. Can you perform the tasks of this position with or without an accommodation?

C. Describe or demonstrate how you would perform this function, with or without an accommodation? (Such a question can be asked of applicants who have a known disability that might prevent them from performing a job function. If the disability would not interfere with a job function, however, the person could only be asked to demonstrate job performance if all other candidates must do so.)

   If an applicant indicates s/he has performed particular function with an accommodation, the potential employer may inquire about it.

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Book	Administrative Guideline Manual
Section	4000 Classified Staff
Title	SECTION 504/ADA - COMPLAINT PROCEDURES RELATED TO DISABILITY DISCRIMINATION IN EMPLOYMENT
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Adopted	October 14, 2013



4123B - **SECTION 504/ADA - COMPLAINT PROCEDURES RELATED TO DISABILITY DISCRIMINATION IN EMPLOYMENT**

If a person believes that s/he has been discriminated against on the basis of his/her disability, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

In accordance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations ("Section 504"), employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation or misapplication of Section 504. In addition, employees will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

The following person is designated as the District's Section 504/ADA Compliance Officer(s) ("District's Compliance Officer(s)"):

Name and/or Title: Director of Student Services

Address: 524 Broad St. Wadsworth, OH 44281

Phone number: 330-335-1316

Internal complaints must be put in writing and must identify the specific circumstances or areas of dispute that have given rise to the complaint, and offer possible solutions to the dispute. The complaint must be filed with a District Compliance Officer within the time limits specified below. The District's Compliance Officer is available to assist individuals in filing a complaint.

Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination based upon disability. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights.

A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the District Compliance Officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the District Compliance Officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the District Compliance Officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the District Compliance Officer for good cause.

C. The District Compliance Officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The District Compliance Officer will provide the complainant with a written disposition of the complaint within ten (10)

workdays. If no decision is rendered within ten (10) workdays, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The District Compliance Officer shall maintain the District's files and records relating to the complaint.

D. The Superintendent will, within ten (10) workdays of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

   The Superintendent will render his/her decision within ten (10) workdays of the hearing.

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

F. 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 in the appropriate Federal District Court. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

OCR Complaint

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the Americans with Disabilities Act, as amended ("ADA"), the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"). The OCR can be reached at:

U.S. Department of Education
Office for Civil Rights
Cleveland Office
600 Superior Ave. East, Suite 750
Cleveland, Ohio 44114-2611
(216) 522-4970
FAX: (216) 522-2573
TDD: (216) 522-4944
E-mail: OCR.Cleveland@ed.gov
Web: http://www.ed.gov/ocr

Prohibition Against Retaliation

The Board will not discriminate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under Section 504 or the ADA, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by Section 504 or the ADA.

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of RESIGNATION
Code	ag4140
Status	
Adopted	November 19, 2007
Last Revised	September 10, 2008

~~4140 - **RESIGNATION**~~

~~The classified staff member should recognize the obligation to faithfully fulfill the terms of his/her contract until it is dissolved by mutual consent or by due process of law.~~

~~The classified staff member shall not resign to accept a new position elsewhere during a school year until a suitable replacement is available or until every reasonable opportunity has been made to secure a suitable replacement.~~

~~The Board shall release a staff member from the terms of a contract when an opportunity is offered for significant advancement.~~

~~A classified staff member intending to resign should submit a written resignation to the Business Manager as far as possible in advance of the effective date of resignation.~~

~~The Business Manager shall, whenever possible, conduct an interview with the employee to determine the reasons leading up to the resignation.~~

~~Whenever a classified employee in a position requiring a license resigns because of or in the course of an investigation wherein it is reasonably believed that such employee has engaged in conduct unbecoming the teaching profession, the Superintendent shall immediately take steps to assure that a report of such conduct is made to the State Department in conformance with Policy 8141.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of PHYSICAL EXAMINATION
Code	ag4160a
Status	
Adopted	November 19, 2007

~~4160A - **PHYSICAL EXAMINATION**~~

~~Each full-time classified staff member shall present evidence of a satisfactory medical examination from a physician designated by the Board.~~

~~Each classified staff member will be required to execute a release that complies with the requirements of the Health Insurance Portability and Accountability Act in order to allow the report of the physical to be released to the Board, and to allow the Superintendent or his/her designee to speak to the healthcare provider who conducted the medical examination in order to get clarification (see Form 4160 F2).~~

~~Such report should indicate whether the staff member can perform the essential functions of the position, with or without reasonable accommodation.~~

~~Such report should include a comprehensive report of the medical examination.~~

~~The District will pay for the cost of this required examination, when performed by a Board-assigned physician.~~

~~Each classified staff member is required to be able to perform the essential functions of his/her assigned position, with or without reasonable accommodation, in a satisfactory manner.~~

~~Written evidence that a classified staff member can perform the essential functions of his/her position, with or without reasonable accommodation, may be required periodically by the Board from a physician of the Board's choosing with the Board assuming the expense of such an examination.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of TUBERCULOSIS EXAMINATION
Code	ag4160b
Status	
Adopted	November 19, 2007

~~4160B --~~ ~~**TUBERCULOSIS EXAMINATION**~~

~~Each classified staff member of the School District shall file with the Business Manager proof of freedom from communicable tuberculosis according to law and the administrative guidelines of the Ohio Department of Public Health.~~

~~The statement of freedom from communicable tuberculosis shall be filed prior to the first day of the employment and thereafter as required by law.~~

~~Such statement of freedom from communicable tuberculosis and the results of any and all tuberculosis examinations shall be maintained in a separate, confidential personnel file and shall be available for examination by Department of Public Health personnel and the Superintendent or his/her designee.~~

~~If a classified staff member is found to be ill or suffering from tuberculosis in a communicable stage, the supervisor shall promptly send such classified staff member home with a statement briefly setting forth the discovered facts and advising that a physician be consulted. The classified staff member's employment shall be discontinued or suspended upon such terms as to salary as the Board deems just, until such time that s/he provides written evidence of recovery from the disease from a reputable physician and/or until the school physician has certified that classified staff member has recovered. If the classified staff member presents a written certificate from a reputable physician within two (2) weeks of receiving notice from the Board, further examination by the school physician will not be required. Such written certificate and the results of any and all tuberculosis examinations shall not be open to the public, shall be maintained in a separate, confidential personnel file, and shall be available for examination by Department of Public Health personnel and the Superintendent or his/her designee.~~

~~Expenses associated with this administrative guideline shall be the responsibility of the staff member.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of MEMORANDUM TO CDL LICENSE HOLDERS REGARDING THE DISTRICT'S DRUG-TESTING PROGRAM
Code	ag4162a
Status	
Adopted	November 19, 2007

~~4162A -~~ **~~MEMORANDUM TO CDL LICENSE HOLDERS REGARDING THE DISTRICT'S DRUG-TESTING PROGRAM~~**

~~The purpose of the Board's drug-testing program is to institute and maintain a program for achieving the objective of a drug-free work force and to provide a workplace that is free from the illegal and improper manufacture, distribution, dispensing, possession, sale, and use of alcohol and controlled substances. (see Form 4162-F1)~~

~~The program will assist CDL license holders in understanding and avoiding the perils of illegal drug use and controlled substance abuse. The Board will provide a comprehensive drug-free awareness program as an ongoing educational effort to prevent and eliminate illegal drug use and controlled substance abuse. The drug-free awareness program will inform CDL license holders about:~~

A. ~~the dangers of illegal drug use and controlled substance abuse;~~
B. ~~the Board's policy on drug-free schools, drug testing, and others related to the use of controlled substances (see the Appendix);~~
C. ~~the availability of treatment and counseling for employees who voluntarily seek such assistance;~~
D. ~~the sanctions the Board will impose for violations of its policies related to this program.~~

~~Definitions~~

~~Please refer to page 1 of Board Policy 4162 for definitions of key terms used throughout this program.~~

~~District Coordinator~~

~~The Business Manager shall be the coordinator of the Board's drug-testing program and the person to be contacted for answers to any questions that a staff member may have.~~

~~Supervisors and other appropriate personnel will be trained in drug abuse recognition and the Board's procedures for handling and assisting CDL license holders who are subject to the effects of illegal drug use or controlled substance abuse.~~

~~RULES RELATED TO THE DRUG-TESTING PROGRAM~~

~~All CDL license holders are expected to abide by Board policies related to drug use and drug testing as well as the following rules. Any violation will lead to disciplinary action up to and including termination of employment.~~

~~Possession/Use/Sale/Distribution~~

~~No CDL license holder shall possess, use, sell, or distribute alcohol or engage in illegal possession, use, sale, or distribution of drugs while on duty, operating a Board-owned and/or operated ("Board-owned") vehicle, or performing a safety-sensitive function.~~

~~Pre-Duty Use~~

~~No CDL license holder shall perform safety-sensitive functions nor operate a Board-owned vehicle within four (4) hours after using alcohol and shall not be currently involved in illegal use of drugs.~~

~~Use Following an Accident~~

~~No CDL license holder required by Federal law to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident, or until s/he undergoes a post-accident alcohol test, whichever occurs first.~~

~~Refusal to Submit to a Required Alcohol or Controlled Substances Test~~

~~No CDL license holder shall refuse to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substances test required by Federal law. The Board shall not permit a CDL license holder who refuses to submit to such tests to perform or continue to perform safety-sensitive functions or operate a District vehicle.~~

~~Controlled Substances Use~~

~~No CDL license holder shall report for duty or remain on duty when the CDL license holder uses any controlled substance, except when the use is prescribed by a physician who has advised the CDL license holder that the substance does not adversely affect the CDL license holder's ability to safely operate a Board-owned vehicle or perform safety-related functions.~~

~~Authorized Use of Prescribed Medicine~~

~~A staff member undergoing prescribed medical treatment with any drug or controlled substance that may impair his/her physical or mental ability should report this treatment to the Transportation Supervisor who will determine whether the Board shall~~

temporarily change the staff member's job assignment during the period of treatment.

General Rules

Discipline will also be imposed if a CDL license holder:

A. fails to enroll, when requested by the Board, in alcohol or other drug treatment or counseling program and/or fails to adhere to the requirements of the program;
B. is indicted or convicted under any criminal drug statute for a violation occurring in the workplace or outside the workplace;
C. fails to notify the Board of any indictment or conviction under any criminal drug statute within five (5) days of the event;
D. does not comply with regulations promulgated under any testing program.

Consequences for Violation of the Drug Free Policy

In addition to any disciplinary action, the Board may, in its sole discretion, refer the staff member to a treatment or counseling program for illegal drug use or controlled substance abuse. CDL license holders referred to such a program by the Board must immediately cease any illegal drug use or controlled substance abuse, must consent to unannounced testing, and must comply with all other conditions of the treatment or counseling program and disciplinary action. Appropriate Board representatives shall determine whether a staff member, referred for illegal drug use or controlled substance abuse treatment or counseling, shall be reassigned to another available position.

After successful completion of all requirements, the staff member CDL license holder will again be subject to the testing program which applies to CDL license holders who are applying for employment.

TESTING FOR ALCOHOL AND CONTROLLED SUBSTANCES

The Board has established a testing program for alcohol, illegal drugs, and controlled substances for all CDL license holders and will, in its sole discretion, determine and may at any time change the requirements, extent, and frequency of staff member testing.

General Procedure

A. The Board will afford applicants and CDL license holders the opportunity, prior to testing, to list all prescription and nonprescription drugs and controlled substances they have used and to explain the circumstances surrounding the use of such drugs and controlled substances. Failure of any applicant or staff member to establish adequately a legal basis for the use of any drug or controlled substance with respect to which s/he tests positive shall constitute a violation of these rules.
B. Applicants and CDL license holders subject to testing must, prior to testing, sign an approved form agreeing to the testing, authorizing the release of test results to the District's Medical Review Officer (MRO), and authorizing the disclosure of the results by the MRO to the Transportation Supervisor, the Superintendent, and/or the Board of Education. The MRO will obtain the results of the analyses and communicate or disclose such results to the parties named above in accordance with the Board's policies and procedures and appropriate sections of the negotiated agreement.
C. The Board may use such information in connection with District business and for purposes of employment and disciplinary actions, and may disclose it when required to Government agencies and to others upon valid legal requests.
D. The procedures that will be used for the testing for alcohol and drug use shall protect the CDL license holder and the integrity of the testing processes, safeguard the validity of the test results, and confirm the results are attributed to the correct staff member.
E. The Board, prior to taking any action, will give all CDL license holders who test positive the opportunity to explain in writing the test results. Failure of any staff member to establish adequately a legal basis for the use of any drug or controlled substance with respect to which the staff member tests positive shall constitute a violation of these rules.
F. The Board will establish and maintain any and all additional testing programs and requirements that may be necessary or appropriate to comply with applicable rules and regulations of all Government agencies.

Post-Accident Testing

As soon as practicable following an accident involving a District vehicle, the District shall test for alcohol and controlled substances each surviving CDL license holder:

A. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
B. Who receives a citation under State or local law for a moving traffic violation arising from the accident.

Alcohol Tests

If a test is not administered within two (2) hours following the accident, the Transportation Supervisor shall file a record stating the reasons the test was not promptly administered. If a test is not administered within eight (8) hours following the accident, the test shall not be administered and the record shall indicate the reasons why the test was not administered. The record shall be submitted to the FHWA upon request.

Drug Tests

If a test is not administered within thirty-two (32) hours following the accident, the Transportation Supervisor shall cease attempts to administer the test and file a record stating the reasons the test was not promptly administered. Records shall be submitted to the FHWA upon request.

A CDL license holder who is subject to post-accident testing shall remain readily available for such testing or shall be deemed by the Board to have refused to submit to testing. The required testing shall not delay necessary medical attention for injured

people following an accident or prohibit a CDL license holder from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
The Board shall provide each CDL license holder with necessary post-accident information, procedures and instructions, prior to the CDL license holder operating a Board-owned vehicle.

Random Testing

Whenever a trained administrator has a reasonable suspicion that a CDL license holder has used illegal drugs or engaged in controlled substance abuse, whether during working hours or nonworking hours, on or off Board-owned premises, the Board may require the staff member to submit a urine or other acceptable sample for testing, as prescribed by the Board.
Each year, twenty-five percent (25%) of the average number of CDL license holders shall be subject to random alcohol testing and fifty percent (50%) shall be subject to random drug testing.
The selection of CDL license holders for random alcohol and controlled substances testing shall be made by a scientifically valid method provided by the Board-selected drug-testing facility. Under the selection process used, each CDL license holder shall have an equal chance of being tested each time selections are made.
(If the Board conducts random testing for alcohol and/or controlled substances through a consortium, the number of CDL license holders to be tested may be calculated for each individual District or may be based on the total number of CDL license holders covered by the consortium.)
The Transportation Supervisor shall ensure that random alcohol and controlled substances tests are unannounced and that the dates for such tests are spread reasonably throughout the calendar year.
Each CDL license holder who is notified of selection for random alcohol and/or controlled substances testing shall be relieved of any job responsibilities as soon as possible and proceed to the test site immediately.
A CDL license holder shall be tested for alcohol only while the CDL license holder is performing safety-sensitive functions, just before the CDL license holder is to perform safety-sensitive functions, or just after the CDL license holder has ceased performing such functions.

Reasonable Suspicion Testing

The District shall require a CDL license holder to submit to an alcohol test when the Transportation Supervisor has reasonable suspicion to believe that the CDL license holder is under the influence of alcohol or a controlled substance. Such reasonable suspicion must be based on specific, contemporaneous, articulatable observations concerning the appearance, behavior, speech, or body odors of the CDL license holder.
A CDL license holder may be directed by the Transportation Supervisor to undergo reasonable suspicion testing only while the CDL license holder is performing, just before s/he is to perform, or just after performing safety-sensitive functions or operating a District vehicle.
The time periods and record-keeping requirements for such testing are the same as those required for post-accident testing.
If the test results indicate that the CDL license holder is under the influence of or impaired by alcohol, the Board shall not permit the CDL license holder to continue to operate a Board-owned vehicle or perform safety-sensitive functions until an alcohol test is administered and the CDL license holder's alcohol concentration measures less than 0.02 or for twenty-four (24) hours after the test.
The Transportation Supervisor shall file a signed, written record of the observations leading to a controlled-substance, reasonable-suspicion test within twenty-four (24) hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

Return-to-duty Testing

The Transportation Supervisor shall ensure that, before a CDL license holder returns to duty after engaging in prohibited alcohol and/or controlled substance conduct, s/he undergoes a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and a verified negative result for illegal drug use.

Follow-Up Testing

If the CDL license holder is receiving assistance in resolving problems associated with alcohol misuse and/or use of controlled substances from a qualified, substance-abuse professional, s/he shall be subject to unannounced follow-up alcohol and/or controlled substances testing as determined by the substance-abuse professional and consisting of at least six (6) tests within the first twelve
(12) months of his/her return to duty. All such tests shall be conducted in accordance with Federal rules.

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of HANDLING OF TEST RESULTS, RECORDRETENTION, AND CONFIDENTIALITY
Code	ag4162b
Status	
Adopted	November 19, 2007

~~4162B - **HANDLING OF TEST RESULTS, RECORDRETENTION, AND CONFIDENTIALITY**~~

~~MAINTENANCE OF RECORDS~~

~~The Business Manager shall maintain the following specific records for the time period indicated in the schedule that follows the listing.~~

A. **~~Records related to the collection process:~~**

1. ~~Collection logbooks, if used;~~
2. ~~Documents relating to the random selection process;~~
3. ~~Calibration documentation for evidential breath testing devices;~~
4. ~~Documentation of breath alcohol technician training;~~
5. ~~Documents generated in connection with decision to administer reasonable suspicion alcohol or controlled substances test;~~
6. ~~Documents generated in connection with decisions on post accident tests;~~
7. ~~Documents verifying existence of a medical explanation of the inability of a CDL license holder to provide adequate breath or to provide a urine specimen for testing; and~~
8. ~~Consolidated annual calendar year summaries submitted to the FHWA.~~

B. **~~Records related to a CDL license holder's test results:~~**

1. ~~The Board's copy of the alcohol test including the results of the test;~~
2. ~~The Board's copy of the controlled substances test chain of custody and control form;~~
3. ~~Documents sent by the Medical Review Officer (MRO) to the Board;~~
4. ~~Documents related to the refusal of any CDL license holder to submit to an alcohol or controlled substances test required by this part; and~~
5. ~~Documents presented by a CDL license holder to dispute the result of an alcohol or controlled substances test administered under this part.~~

C. **~~Records related to alcohol and controlled substances violations.~~**

D. **~~Records related to evaluations:~~**

1. ~~Records pertaining to a determination by a substance abuse professional concerning a CDL license holder's need for assistance; and~~
2. ~~Records concerning a CDL license holder's compliance with recommendations of the substance abuse professional.~~

E. **~~Records related to education and training:~~**

1. ~~Materials on alcohol misuse and controlled substance use awareness, including a copy of the Board's policy on alcohol misuse and controlled substance use;~~
2. ~~Documentation of compliance with the requirements of employee notification, including the CDL license holder's signed receipt of education materials;~~
3. ~~Documentation of training provided to the supervisor for the purpose of qualifying the supervisor to make a determination concerning the need for alcohol and/or controlled substances testing based on reasonable suspicion; and~~
4. ~~Certification that any training conducted complies with Federal requirements.~~

F. **~~Records related to drug testing:~~**

1. ~~Agreements with collection site facilities, laboratories, medical review officers, and consortia;~~
2. ~~Names and positions of officials and their role in the Board's alcohol and controlled substances testing program(s);~~
3. ~~Monthly laboratory statistical summaries of urinalysis;~~
4. ~~The Board's drug testing policy and procedures.~~

G. **~~Records related to alcohol testing:~~**

1. Records of the inspection and maintenance of each Evidential Breath Tester used in CDL license holder testing; (Two (2) years)
2. Documentation of the compliance with the Quality Assurance Plan for each EBT used for alcohol testing; (Two (2) years)
3. Records of the training and proficiency testing of each BAT used in CDL license holder testing; (Two (2) years)
4. Records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks. (Five (5) years)

RETENTION OF RECORDS

The Business Manager shall maintain records of all alcohol misuse and controlled substances use prevention programs. The records shall be maintained in a secure location with controlled access and in accordance with the following schedule:

A. **Five (5) Years**

1. Records of CDL license holder alcohol test results indicating an alcohol concentration of 0.02 or greater
2. Records of CDL license holder verified positive controlled substances test results
3. Documentation of refusals to take required alcohol and/or controlled substances tests
4. Calibration documentation
5. CDL license holder evaluation and referrals
6. A copy of each annual calendar year summary submitted to the FHWA by March 15th

B. **Two (2) Years**

Records related to the alcohol and controlled substances collection process (except calibration of breath testing devices) and training.

C. **One (1) Year**

Records of negative and canceled controlled substances test results and alcohol test results with a concentration of less than 0.02.

LOCATION OF RECORDS

All records pertaining to employees shall be maintained as confidential records in accordance with Federal law and District guidelines. All other records shall be maintained by the Business Manager and shall be made available for inspection at central office within two (2) business days after a request has been made by an authorized representative of the Federal Highway Administration.

REPORTING OF RESULTS IN A MANAGEMENT INFORMATION SYSTEM

The Transportation Supervisor shall prepare and maintain an annual calendar year summary of the results of its alcohol and controlled substances testing programs. This summary must be completed by March 15th of each year.

If the Board is notified, during the month of January, of a request by the Federal Highway Administration to report the District's annual calendar year summary information, the Transportation Supervisor shall prepare and submit the report to the Federal Highway Administration by March 15th of that year. The Transportation Supervisor shall ensure that the annual summary report is accurate and received by March 15th at the location that the Federal Highway Administration specifies in its request. The report shall be in the form and manner prescribed by the Federal Highway Administration in its request. When the report is submitted to the Federal Highway Administration by mail or electronic transmission, the information requested shall be typed, except for the signature of the Superintendent.

A. If an annual calendar year summary contains information on a verified positive controlled substances test result, an alcohol screening test result of 0.02 or greater, or any other violation of alcohol misuse, the following information must be included:

1. number of CDL license holders;
2. number of urine specimens collected by type of test (e.g., pre-employment, random, reasonable suspicion, post-accident);
3. number of verified results by a MRO by type of test, and type of controlled substance;
4. number of negative controlled substance tests verified by a MRO by type of test;
5. number of persons denied a position as a CDL license holder following a pre-employment verified positive controlled substances test and/or a pre-employment alcohol test that indicates an alcohol concentration of 0.04 or greater;
6. number of CDL license holders with tests verified positive by the MRO for multiple controlled substances;
7. number of CDL license holders who refused to submit to an alcohol or controlled substances test required under this subpart;
8. number of supervisors who have received required alcohol and controlled substances training during the reporting period;
9. number of screening alcohol tests by type of test and number of confirmation alcohol tests, by type of test;
10. number of confirmation alcohol tests indicating an alcohol concentration of 0.02 or greater but less than 0.04, by type of test;
11. number of confirmation alcohol tests indicating an alcohol concentration of 0.04 or greater, by type of test;

12. ~~number of CDL license holders who were returned to duty, having complied with the recommendations of a substance abuse professional, previously had a verified positive controlled substance test result, or engaged in prohibited alcohol use;~~
13. ~~number of CDL license holders who were administered alcohol and drug tests at the same time, with both a verified positive drug test result and an alcohol test result indicating an alcohol concentration of 0.04 or greater;~~
14. ~~number of CDL license holders who were found to have violated any nontesting prohibitions and any action taken in response to the violation.~~

B. ~~If the District's annual calendar year summary contains only negative controlled substance test results, alcohol screening test results of less than 0.02, and does not contain any other violations described in these guidelines, the Transportation Supervisor may prepare and submit either all the information described above or an EZ report containing the following:~~

1. ~~number of CDL license holders~~
2. ~~number of urine specimens collected by type of test (e.g., pre-employment, random, reasonable suspicion, post-accident)~~
3. ~~number of negatives verified by a Medical Review Officer by type of test~~
4. ~~number of CDL license holders who refused to submit to an alcohol or controlled substances test required under this subpart~~
5. ~~number of supervisors who have received required alcohol and controlled substances training during the reporting period~~
6. ~~number of screen alcohol tests by type of test~~
7. ~~number of CDL license holders who were returned to duty, having complied with the recommendations of a substance abuse professional in this reporting period, previously had a verified positive controlled substance test result, or engaged in prohibited alcohol use under the provisions of this part~~

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Section	Ready for Production
Title	Copy of SUBSTANCE ABUSE
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Status	
Adopted	November 19, 2007

~~4170A - **SUBSTANCE ABUSE**~~

~~Any classified staff member whose physical characteristics, appearance, behavior, or breath odor suggests to a supervisor that s/he may be under the influence of alcohol shall be requested to take a breathalyzer test at the local police station or local health facility. The classified staff member shall be taken to the station or local health facility by a supervisor.~~

~~Should the classified staff member refuse to take such a test or should the results of the test be positive, s/he shall be disciplined for conduct unbecoming a classified staff member by the Superintendent who shall recommend to the Board the imposition, if any, of further penalties.~~

~~Should a supervisor determine from the physical aspects, appearance, or behavior of a classified staff member that s/he might be under the influence of other drugs, said classified staff member shall be immediately taken to a local health facility for further diagnosis. Should the classified staff member refuse or be found to be under the influence of drugs, s/he shall be disciplined by the Superintendent for conduct unbecoming a classified staff member, and his/her case immediately referred to the Board for disposition.~~

~~Rebuttable Presumption~~

~~Should a classified staff member sustain a workplace injury while s/he is under the influence of alcohol or a controlled substance not prescribed by his/her physician, s/he may be disqualified for compensation and benefits under the Workers Compensation Act. Should the classified staff member test positive for alcohol or a controlled substance in an amount that exceeds the limits allowed under law or refuse to submit to a test for alcohol and/or other drugs after being given notice that such a refusal could affect the employee's eligibility to receive workers' compensation benefits, the employee may dispute or prove untrue the presumption or belief that alcohol and/or other drugs are the proximate cause of the injury (i.e., rebuttable presumption).~~

~~An alcohol or drug test is considered to be a qualifying chemical test for purposes of the Workers Compensation Act if it is administered to the employee after a work-related injury under at least one (1) of the following conditions:~~

A. ~~when the employee's supervisor has reasonable cause to suspect (i.e., reasonable suspicion) that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician Reasonable suspicion includes, but is not limited to, evidence that an employee is or was using alcohol or a controlled substance drawn from specific, objective facts and reasonable inferences drawn from these facts in light of experience and training, such as:~~

    1. ~~observable phenomena, such as direct observation of use, possession, or distribution of alcohol or a controlled substance, or of the physical symptoms of being under the influence of alcohol or a controlled substance, such as but not limited to slurred speech, dilated pupils, odor of alcohol or a controlled substance, changes in affect, or dynamic mood swings;~~
    2. ~~a pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance such as frequent absenteeism, excessive tardiness, or recurrent accidents, that appears to be related to the use of alcohol or a controlled substance, and does not appear to be attributable to other factors;~~
    3. ~~the identification of an employee as the focus of a criminal investigation into unauthorized possession, use, or trafficking of a controlled substance;~~
    4. ~~a report of use of alcohol or a controlled substance provided by a reliable and credible source; or~~
    5. ~~repeated or flagrant violations of the safety or work rules of the employee's employer, that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appear to be related to the use of alcohol or a controlled substance and that do not appear attributable to other factors.~~

B. ~~at the request of a police officer pursuant to a traffic stop, and not at the request of the Board or~~
C. ~~at the request of a licensed physician who is not employed by the Board, and not at the request of the Board~~

~~Laboratories certified by the United States Department of Health and Human Services or laboratories that meet or exceed the standards of that Department for laboratory certification must be used for processing the test results of such alcohol or drug test.~~

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~~4179 **STAFF CONCERNS**~~

~~If one or more staff members have a nongrievable concern about the behavior of a fellow professional or about some aspect of the operation of the school or District that is not functioning~~

A. ~~as it should, or~~
B. ~~in accordance with an agreed upon plan, or~~
C. ~~because an informal commitment by the administration is not being fulfilled,~~

~~the staff member(s) should make arrangements to discuss the matter with the school supervisor as soon as feasible.~~
~~If the matter is not or cannot be rectified satisfactorily by the supervisor, the staff member(s) may request a meeting with the Business Manager. The request should be in writing and include:~~

A. ~~the specific nature of the problem and a brief statement of the facts giving rise to it;~~
B. ~~a brief statement explaining how the staff member(s) are being affected by it;~~
C. ~~the action which the staff member(s) wishes to be taken and how such action would rectify the problem.~~

~~The Business Manager, after reviewing the request, will meet with the staff member(s) or provide a written decision explaining the District's position on the matter and to the employee and the Superintendent.~~
~~The Superintendent's decision will be final.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of WHISTLEBLOWER PROTECTION
Code	ag4211
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

~~4211~~ **~~WHISTLEBLOWER PROTECTION~~**

~~The Board of Education encourages all employees, acting in good faith, to report suspected or actual violations of State and Federal laws or Board policies and administrative guidelines. These guidelines shall be used to ensure that the Board's policy on whistleblowers protection (Policy 4211) is implemented properly and in compliance with State laws. The Board will verify that employees are protected from interference with reporting violations and from retaliation for having reported violation or for refusing an illegal order.~~

~~To that end, it is the responsibility of an employee who is aware of conduct on the part of any Board member or employee that possibly violates State or Federal law or Board policy or administrative guidelines, to report such conduct to his/her immediate supervisor. Board members and employees are prohibited from retaliating against an individual who has reported a violation and/or refused an illegal order and shall not use or attempt to use their position to prevent an employee from reporting a possible violation or refusing an illegal order.~~

~~Reporting Violations by the District~~

A. ~~If an employee becomes aware in the course of his/her employment of a possible violation of any State or Federal law or Board policy or administrative guidelines, that the Board has authority to correct and the employee reasonably believes that such violation is a criminal offense that is likely to cause an imminent risk of harm to persons or hazard to public health or safety, a felony, or an improper solicitation for contribution, the employee shall orally notify his/her immediate supervisor. If the employee's immediate supervisor is not responsive, then the employee may report the possible violation to:~~

    1. ~~the Superintendent or his/her designee;~~
       ~~If the reported conduct relates to the Superintendent, the report may be filed directly with the Board President.~~
    2. ~~the appropriate law enforcement or governmental agency responsible for enforcing such violations, only after the employee first provides notice to one of the above-referenced District employees or officials.~~

B. ~~After providing oral notification of the possible violation, the employee shall subsequently file with that supervisor or other District official, a written report providing sufficient detail to identify and describe the possible violation.~~

C. ~~All efforts must be taken to either correct the violation or refer such violation to the appropriate law enforcement or governmental agency within twenty four (24) hours of either receiving oral notification or a written report of the possible violation.~~

    1. ~~The supervisor or other District official shall notify the employee in writing of any effort of the District to correct the alleged violation or hazard or the absence of the alleged violation or hazard.~~
    2. ~~Written notification shall be provided to the employee within twenty four (24) hours of receiving notification or by close of business on the next regular school day, whichever is later.~~

D. ~~If the District does not correct the violation or make a reasonable effort to correct the violation (including, but not limited to referring such violation to the appropriate law enforcement or governmental agency) within twenty four (24) hours after either receiving oral notification or a written report of the possible violation, whichever is earlier, the employee may file a written report providing sufficient detail to identify and describe the possible violation with:~~

    1. ~~the prosecuting authority of the county or municipal corporation where the violation occurred;~~
    2. ~~a peace officer;~~
    3. ~~the Inspector General (if the violation is within the Inspector General's jurisdiction); or~~
    4. ~~any other appropriate public official or agency having regulatory authority over the District, and the activities in which the District is engaged.~~

E. ~~An employee may directly notify, either orally or in writing, any appropriate public official that has regulatory authority of the District, and the activities in which the District is engaged, of any possible violation of the following O.R.C. Chapters that is also a criminal offense:~~

1. Chapter 3704 – Air Pollution Control;
2. Chapter 3734 – Solid and Hazardous Wastes;
3. Chapter 6109 – Safe Drinking Water; or
4. Chapter 6111 – Water Pollution Control.

Reporting Violations by Other Employees

A. If an employee becomes aware in the course of his/her employment of a possible violation by a fellow employee of any State or Federal law or Board policy or administrative guideline, and the employee reasonably believes that the violation is a criminal offense that is likely to cause an imminent risk of harm to persons or hazard to public health or safety, a felony, or an improper solicitation for contribution, the employee shall orally notify his/her immediate supervisor. If the employee's immediate supervisor is not responsive or is the employee whose behavior is in question, then the employee may report the possible violation to the Superintendent or his/her designee.
If the reported conduct relates to the Superintendent, the report may be filed directly with the Board President.
B. After providing oral notification of the possible violation, the employee shall subsequently file with that supervisor or other District official, a written report providing sufficient detail to identify and describe the possible violation.

Reporting Other Violations

A. If an employee becomes aware in the course of his/her employment of a possible violation of any State or Federal law or Board policy or administrative guideline, that does not involve a criminal offense or improper solicitation and is not likely to cause an imminent risk of harm to persons or hazard to public health or safety, the employee shall orally notify his/her immediate supervisor or other District official (as set forth above). The employee shall subsequently file a written report within two (2) days.
B. The immediate supervisor or other District official will acknowledge receipt of the written report within five (5) days. Such reports will be investigated within fifteen (15) days, and appropriate action will be taken, if warranted, at the conclusion of the investigation.

Auditor of State's Fraud-Reporting System

In addition to or instead of filing a written report with his/her supervisor or other District authority, an employee may file a report using the Auditor of State's fraud reporting system in accordance with Revised Code 117.103 or may file a written report in accordance with Section 126.45.

Duty to Determine Accuracy of Possible Violations

A. An employee shall make a reasonable and good faith effort to determine the accuracy of any possible violations.
B. If an employee fails to make a reasonable and good faith effort, s/he may be subject to disciplinary action, including suspension or termination, for reporting information without a reasonable basis to do so.
C. An employee will also be subject to disciplinary action if s/he purposely, knowingly, or recklessly gives false information or makes a false report of a violation.

Prohibition Against Retaliation

A. No employee shall be disciplined or retaliated against for reporting a possible violation by the District or a fellow employee or as a result of making any inquiry or taking any other action necessary to ensure the accuracy of any information related to possible violations, as long as the employee made a reasonable and good faith effort to determine the accuracy of any information reported.
B. For purposes of this policy and guideline, improper disciplinary or retaliatory action includes, but is not limited to:

    1. terminating or suspending the employee;
    2. withholding from the employee salary increases or employment benefits to which the employee is otherwise entitled;
    3. transferring or reassigning the employee;
    4. denying the employee a promotion that s/he would have otherwise received; or
    5. reducing the employee in pay or position.

C. If disciplinary or retaliatory action is taken against an employee for reporting a possible violation, the employee may file a civil action in the Court of Common Pleas for appropriate injunctive relief, remedies, or both, within 180 days after the date the disciplinary or retaliatory action was taken.

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of EVALUATION
Code	ag4220
Status	
Adopted	November 19, 2007

~~4220 - **EVALUATION**~~

~~Evaluations of the classified staff members shall, when applicable, comply with provisions of a collectively bargained, negotiated agreement. In all cases, evaluations should meet the following conditions (see Form 4220 F1 and Form 4220 F3):~~

A. ~~Job objectives are clearly stated, are complete and accurate in content, are agreed upon by the evaluator and evaluatee, and are divided into the following categories:~~

    1. ~~expected/desired results (what is to be accomplished)~~
    2. ~~expected/desired actions (how something is to be done)~~
    3. ~~expected/desired attitudes (willingness to act in a particular manner)~~

B. ~~Factors hindering achievement of job objectives are clearly defined and agreed upon by the evaluator and evaluatee.~~
C. ~~Evaluation procedures are established and mutually agreed upon, and which ensure that the same process is used for similar positions and the confidentiality of the staff member is protected.~~

~~STRATEGY FOR EVALUATION~~

~~The following guidelines should be followed when designing an evaluation plan. (See AG 2605 for steps of the strategy and additional guidelines.)~~

A. **~~Relevant Terms~~**

    1. ~~observation - measurement and/or assessment while one or more aspects of the expected result is being produced or created (performance)~~
    2. ~~evaluation - value judgement about the result/performance based on the assessment~~

B. **~~Intended Outcome of the Evaluation Plan~~**

~~The procedure should produce conclusions that:~~

    1. ~~include those characteristics of a result and/or performance that meet or exceed described standards;~~
    2. ~~include those characteristics that fall below such standards;~~
    3. ~~are complete (no missing elements), accurate (no factual errors or unsupported inferences), and clear (understandable by all relevant parties);~~
    4. ~~indicate priorities for closing important gaps between current results/performance and expected results/performance;~~
    5. ~~provide a judgement about the value or worth of the result and/or performance.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of ANTI-HARASSMENT
Code	ag4362
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

~~4362 **ANTI-HARASSMENT**~~

~~"Sexual Harassment" has the same definition as set forth in the policy of the Board as reflective of the definition set forth in Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and R.C. 4112.02.~~

~~**Prohibited Behavior**~~

A. ~~Conduct constituting sexual harassment may take different forms, including, but not limited to, the following:~~

1. ~~**Verbal:**~~
   ~~The making of offensive written or oral sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats, or propositions toward or by a fellow staff member, student, or other person associated with the District, or third parties.~~
2. ~~**Nonverbal:**~~
   ~~Causing the placement of offensive sexually suggestive objects, pictures, or graphic commentaries in the school environment or the making of offensive sexually suggestive or insulting gestures, sounds, leering, whistling, and the like to or by a fellow staff member, student, or other person associated with the District, or third parties.~~
3. ~~**Physical Contact:**~~
   ~~Threatening or causing unwanted touching, contact, or attempts at same, including patting, pinching, brushing the body, or coerced sexual activity with or by a fellow staff member, student, or other person associated with the District, or third parties. With respect to students, the question of whether or not physical contact is unwanted or consensual is irrelevant where such contact is engaged in by District employees or other adult members of the School District community.~~

B. ~~Conduct constituting harassment on the basis of race, color, national origin, disability, age, religion, ancestry, or genetic information may take different forms, including, but not limited to, the following:~~

1. ~~**Verbal:**~~
   ~~The making of offensive written or oral innuendoes, comments, jokes, insults, threats, or disparaging remarks concerning a person's race, color, national origin, disability, age, religious beliefs, ancestry, or genetic information.~~
2. ~~**Nonverbal:**~~
   ~~Placing offensive objects, pictures, or graphic commentaries in the school environment or making insulting or threatening gestures based upon a person's race, color, national origin, disability, age, religious beliefs, ancestry, or genetic information.~~
3. ~~**Physical:**~~
   ~~Any intimidating or disparaging action such as hitting, pushing, shoving, hissing, or spitting on or by a fellow staff member, student, or other person associated with the District, or third parties, based upon the person's race, color, national origin, disability, age, religious beliefs, ancestry, or genetic information.~~

C. ~~Examples of inappropriate boundary invasions include, but are not limited to the following:~~

1. ~~hugging, kissing, or other physical contact with a student~~
2. ~~telling sexual jokes to students~~
3. ~~engaging in talk containing sexual innuendo or banter with students~~
4. ~~talking about sexual topics that are not related to curriculum~~
5. ~~showing pornography to a student~~
6. ~~taking an undue interest in a student (i.e. having a "special friend" or a "special relationship")~~
7. ~~initiating or extending contact with students beyond the school day for personal purposes~~
8. ~~using e-mail, text messaging, websites or other social media services to discuss personal topics or interests with students~~

9. ~~giving students rides in the staff member's personal vehicle or taking students on personal outings without administrative approval~~
10. ~~invading a student's privacy (e.g. walking in on the student in the bathroom, locker room, asking about bra sizes or previous sexual experiences)~~
11. ~~going to a student's home for non-educational purposes~~
12. ~~inviting students to the staff member's home without proper chaperones (i.e. another staff member or parent of student)~~
13. ~~giving gifts or money to a student for no legitimate educational purpose~~
14. ~~accepting gifts or money from a student for no legitimate educational purpose~~
15. ~~being overly "touchy" with students~~
16. ~~favoring certain students by inviting them to come to the classroom at non-class times~~
17. ~~getting a student out of class to visit with the staff member~~
18. ~~providing advice to or counseling a student regarding a personal problem (i.e. problems related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, etc.), unless properly licensed and authorized to do so~~
19. ~~talking to a student about problems that would normally be discussed with adults (i.e. marital issues)~~
20. ~~being alone with a student behind closed doors without a legitimate educational purpose~~
21. ~~telling a student "secrets" and having "secrets" with a student~~
22. ~~other similar activities or behavior~~

~~Investigation and Complaint Procedure~~

~~In determining whether alleged conduct constitutes a violation of Policy 4362, the following factors will be considered:~~

A. ~~the nature of the behavior;~~
B. ~~how often the conduct occurred;~~
C. ~~whether there were past incidents or past continuing patterns of behavior;~~
D. ~~the relationship between the parties involved;~~
E. ~~the race, national origin, sex (including sexual orientation and transgender identity), disability, age, religious beliefs and ancestry of the victim, and in the case of genetic information harassment, the genetic information of the employee victim;~~
F. ~~the identity of the perpetrator, including whether the perpetrator was in a position of power over the person allegedly subjected to harassment;~~
G. ~~the number of alleged harasser(s);~~
H. ~~the age of the alleged harasser(s);~~
I. ~~where the harassment occurred;~~
J. ~~whether there have been other incidents in the school involving the same or other individuals;~~
K. ~~whether the conduct adversely affected the person's work or education performance or environment;~~
L. ~~the context in which the alleged incidents occurred;~~
M. ~~whether or not speech or expression that is alleged to constitute harassment is protected by the First Amendment to the United States Constitution; and~~
N. ~~whether a particular action or incident constitutes a violation of Policy 4362 requires a determination based on all the facts and surrounding circumstances.~~

~~Content of Compliance Officer's Written Report to the Superintendent~~

~~The Compliance Officer's written report to the Superintendent should contain the following information/documentation:~~

A. ~~name of the alleged victim, and any pertinent information concerning the individual as it relates to the Protected Class(es) involved in the alleged misconduct (e.g., the individual's race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, ancestry or genetic information), and the same information concerning the person who reported the alleged misconduct (if the reporter was not the alleged victim);~~
B. ~~the nature of the allegation, a description of the incident, and the date and time (if known) of the alleged incident;~~
C. ~~the name of all persons alleged to have committed the alleged unlawful harassment or retaliation, if known, and relevant information concerning them as it relates to the Protected Class(es) involved in the alleged misconduct;~~
D. ~~the names of all known witnesses to the alleged incident, and relevant information concerning them as it relates to the Protected Class(es) involved in the alleged misconduct;~~
E. ~~any written statements prepared by or on behalf of the reporter, the alleged victim (if different), the accused individuals, and any known witnesses;~~
F. ~~the outcome of the investigation; and~~
G. ~~the response of school personnel, and, if applicable, District-level officials, including the date any incident was reported to local law enforcement or children services.~~

~~Revised 10/22/09~~
~~Revised 4/19/10~~
~~Revised 10/14/13~~
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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of REPORTING THREATENING BEHAVIORS
Code	ag4362a
Status	
Adopted	November 19, 2007

~~4362A - **REPORTING THREATENING BEHAVIORS**~~

~~Threatening behavior may take different forms including, but not limited to, the following:~~

A. ~~face-to-face encounters in which words are used that indicate to the staff member that his/her safety and well-being are in jeopardy~~
B. ~~any conduct or written/oral communications that include comments toward the staff member or his/her family which would imply or state explicitly that the staff member and/or his/her family may be subject to some form of physical or psychological abuse or violence~~
C. ~~written or spoken comments to a staff member which could subject him/her to blackmail or extortion~~
D. ~~written or spoken communication that would imply or explicitly state that some form of damage may be done to the staff member's property or that of his/her family~~

~~Any staff member who believes that s/he is the victim of any of the above actions or has observed such actions taken by a student, parent, fellow staff member, supervisor, co-worker, or other person associated with the District such as a vendor, contractor, volunteer, or school official should take promptly the following steps:~~

A. ~~If the alleged threatener is the staff member's supervisor, the affected employee should, as soon as possible after the incident, contact the supervisor's superior.~~
B. ~~If the alleged threatener is not the staff member's supervisor, the affected staff member should, as soon as possible after the incident, contact his/her supervisor.~~
C. ~~If the alleged threatener is a student of the District, the supervisor, if not the student's principal, should immediately inform the student's principal of the alleged threat.~~

~~The staff member may make contact either by a written report or by telephone or personal visit. During this contact, the reporting staff member should provide the name of the person(s) whom s/he believes to be responsible for the harassment and the nature of the harassing incident(s). A written summary of each such report is to be prepared promptly by the staff member receiving the report and forwarded to the Superintendent's office.~~

~~Each report received by the supervisor or Superintendent as provided above, shall be investigated in a timely and confidential manner. While a charge is under investigation, no information is to be released to anyone who is not involved with the investigation, except as may be required by law or in the context of a legal or administrative proceeding. No one involved is to discuss the matter outside of the investigation.~~

~~The purpose of this provision is to:~~

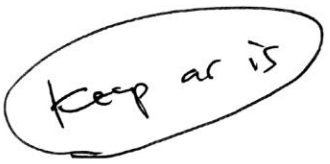
A. ~~protect the confidentiality of the staff member who files a complaint;~~
B. ~~encourage the reporting of any incidents of threat;~~
C. ~~protect the reputation of any party wrongfully charged with threatening conduct.~~

~~Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All staff members and others involved are to be protected from coercion, intimidation, retaliation, or discrimination for filing a complaint or assisting in an investigation.~~

~~If the investigation reveals that the complaint is valid, then appropriate, remedial, and/or disciplinary action will be taken immediately to prevent the continuance of the threat or its recurrence.~~

~~The District recognizes that determining whether a particular action or incident is a threat must be based on all of the facts in the matter. Given the nature of this type of intimidation, the District recognizes that false accusations of threat can have serious effects on innocent individuals. Accordingly, all staff members are expected to act responsibly, honestly, and with the utmost candor whenever they present threat allegations or charges against fellow staff members, students, or others associated with the District.~~

Book	Administrative Guideline Manual
Section	4000 Classified Staff
Title	PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS
Code	ag4419.01
Status	Active
Adopted	November 19, 2007



4419.01 - **PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS**

The Privacy Protection Officer shall abide by the following procedures which are established to comply with the requirements of Federal law:

A. **Training:** The Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule requires the group health plan to train all members of the plan's workforce on the policies and procedures with respect to Protected Health Information. The Privacy Protection Officer shall ensure that the members of the plan's workforce receive adequate and appropriate training regarding the Privacy Rule.

B. **Business Associate Agreements:** The Privacy Rule requires a group health plan to enter into business associate agreements with its third party vendors. The Privacy Protection Officer shall retain counsel to draft and negotiate these business associate agreements. The Privacy Protection Officer shall subsequently execute these agreements with existing business associates prior to April 14, 2004. In the event that the plan contracts with new business associates, the Privacy Protection Officer shall ensure that business associate agreements are entered into by these new vendors.

C. **Notice of Privacy Practices:** The Privacy Rule requires the group health plan to distribute a Notice of Privacy Practices to participants in the plan. The notice shall be distributed to:

1. each new participant in the health plan upon enrollment; and

2. every participant in the plan within sixty (60) days of a material revision to the notice.

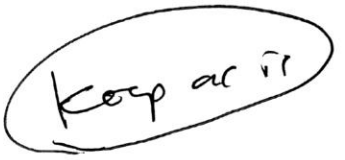
The Privacy Protection Officer shall notify all participants in the Plan of the availability of the notice and how to obtain the notice annually.

D. **Safeguards:** The Privacy Rule requires the group health plan to implement appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information. The Privacy Protection Officer shall implement these safeguards in a reasonable and appropriate manner.

E. **Amendment of Plan Documents:** The Privacy Rule provides that plan documents be made to permit information sharing between the plan and the plan sponsor. The Privacy Protection Officer shall assist other school personnel in determining whether and how plan documents should be amended.

F. **Participant Rights:** The Privacy Rule grants health plan participants extensive rights with respect to their Protected Health Information. The Privacy Protection Officer shall timely respond to participant requests to exercise rights afforded by the Privacy Rule.

Book	Administrative Guideline Manual
Section	4000 Classified Staff
Title	FEDERAL GROUP HEALTH CONTINUATION (COBRA)
Code	ag4421
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Adopted	November 19, 2007
Last Revised	December 12, 2016



4421 - **FEDERAL GROUP HEALTH CONTINUATION (COBRA)**

Qualifying Event

A. A covered employee shall be offered the opportunity to continue the District's group health coverage if the employee loses coverage under the Plan upon either of the following "qualifying events":

1. voluntary or involuntary termination of employment for reasons other than "gross misconduct"

   Gross misconduct may be intentional, wanton, willful, deliberate, reckless or in deliberate indifference to the District's interests. It is misconduct beyond mere minor breaches of employee standards, but conduct which would be considered gross in nature.

2. reduction in the number of hours of employment

B. The spouse of a covered employee may continue the District's group health coverage if the spouse loses coverage under the Plan because of any of the following "qualifying events":

1. termination of the covered employee's employment for any reason than "gross misconduct"
2. reduction in the hours worked by the covered employee
3. divorce or legal separation with the covered employee

   Also, if the employee reduces or eliminates group health coverage in anticipation of divorce or legal separation, then divorce or legal separation may be considered to be a qualifying event even though the spouse's coverage was reduced or eliminated prior to the divorce or legal separation.

4. death of the covered employee

C. Dependent children may continue the group health coverage if the dependent child loses coverage under the Plan because of any of the following "qualifying events":

1. termination of covered employee's employment for any reason other than "gross misconduct"
2. reduction in the hours worked by the covered employee
3. loss of "dependent child" status under the Plan rules

   Under the Patient Protection and Affordable Care Act, the Plan must offer coverage for an adult child until the child attains age twenty-six (26).

4. divorce or legal separation of the covered employee

5. death of the covered employee

Notification by Qualified Beneficiaries

Qualified beneficiaries are required to notify the Plan Administrator of the following qualifying events in order to be eligible for COBRA continuation coverage: (a) divorce or legal separation of the employee and spouse; and (b) loss of eligibility for coverage of a dependent child. The qualified beneficiary is required to notify the Plan Administrator in writing of these events within sixty (60) days of the later of: (a) the date of the qualifying event; or (b) the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the qualifying event. Failure to comply with these rules will result in forfeiture of any COBRA continuation coverage.

COBRA Election

Qualified beneficiaries are required to elect COBRA continuation coverage within the sixty (60) day election period set forth in the Plan's COBRA election notice. Qualified beneficiaries have the right to elect to continue coverage that is identical to the coverage provided under the Plan. If a COBRA beneficiary does not elect COBRA continuation coverage within the sixty (60) day election period, then the COBRA beneficiary will forfeit his/her right to elect COBRA.

Other Options for Qualified Beneficiaries

In lieu of electing COBRA continuation coverage, qualified beneficiaries may wish to pursue coverage through the health insurance marketplace established by the Patient Protection and Affordable Care Act. In some cases, individuals may receive significant subsidies toward the cost of coverage under the health insurance marketplace. These subsidies may make ACA marketplace coverage significantly less expensive than COBRA continuation coverage. Qualified beneficiaries may also wish to explore whether coverage under another employer group health plan or Medicaid is possible.

Termination of COBRA Coverage

COBRA continuation coverage generally lasts for eighteen (18) months. For example, if coverage is lost because of termination of employment or reduction of hours, the employee generally may elect COBRA for a maximum of eighteen (18) months.

However, there are a few exceptions to this rule. If Plan coverage was lost as a result of death of an employee, divorce or legal separation, or loss of eligibility for coverage as a dependent child, COBRA coverage can continue for a maximum of thirty-six (36) months. If a qualified beneficiary is determined under Tile II or Title XVI of the Social Security Act to have been disabled before the sixtieth (60th) day of continuation coverage and the qualified beneficiary properly notifies the Plan Administrator of the disability determination, the eighteen (18) month period is expanded to twenty-nine (29) months. If a second qualifying event occurs while receiving COBRA coverage and the qualified beneficiary properly notifies the Plan Administrator, COBRA coverage may continue for a maximum of thirty-six (36) months.

COBRA coverage under a health flexible spending account can last only until the end of the year in which the qualifying event occurred.

Coverage for qualified beneficiaries may end prior to the end of the maximum coverage period if:

A. premiums are not paid on a timely basis;

B. District ceases to maintain the group health plan;

C. coverage is obtained with another employee group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition (note that the Patient Protection and Affordable Care Act eliminated pre-existing exclusion conditions in most groups health plans);

D. a qualified beneficiary becomes entitled to Medicare benefits;

E. during a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled.

A qualified beneficiary is required to notify the District in writing if the qualified beneficiary becomes eligible for Medicare or becomes covered under another group health plan. In addition, if a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, the qualified beneficiary must notify the District of the fact within thirty (30) days after the Social Security Administration's determination.

Book	Administrative Guideline Manual
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Last Revised	November 16, 2015



4430.01 - **FMLA LEAVE**

Definitions Applicable to FMLA Leave

The term "child" (i.e., son or daughter) means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and "incapable of self-care" because of a mental or physical disability (as defined by the Americans with Disabilities Act (ADA), as amended) at the time the FMLA leave is to commence.

The term "spouse" means all individuals in legal marriages, regardless of where they live. More specifically, the definition of "spouse" is a husband or wife as defined or recognized in the State where the individual was married ("place of celebration"), and specifically includes individuals in lawfully recognized same-sex and common law marriages. The definition further includes an individual in a marriage that was validly entered into outside the United States if it could have been entered into in at least one (1) State. Civil unions are not considered marriages under the FMLA.

The term "incapable of self-care" means that the individual requires active assistance or supervision to provide daily self-care in three (3) or more of the "activities of daily living" (ADLs) (e.g., caring appropriately for one's grooming and hygiene, bathing, dressing, eating) or "instrumental activities of daily living" (IADLs) (e.g., cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.).

An employee is "unable to perform the functions of his/her position" where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position. Additionally, an employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment.

Leave for Adoption or Foster Care

Eligible employees may take FMLA leave before the actual placement or adoption of a child if an absence from work is required for the placement or foster care to proceed. Permissible absences include, but are not limited to, the employee attending a required counseling session, appearing in court, consulting with his/her attorney or the doctor(s) representing the birth parent, submitting to physical examinations, or traveling to another country to complete an adoption.

Military Family Leave Entitlements

A. **Military Caregiver Leave**

Eligible employees may take up to twenty-six (26) weeks of unpaid FMLA leave, in a "single twelve (12) month period," to care for a covered service member with a serious injury or illness. The "single twelve (12) month period" begins on the first day the eligible employee takes Military Caregiver Leave and ends twelve (12) months after that date. If the employee does not use his/her entire twenty-six (26) work weeks leave entitlement during the "single twelve (12) month period" of leave, the remaining work weeks of leave are forfeited.

For purposes of Military Caregiver Leave, the covered service member may be a (1) current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or

(2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) and was discharged or released under conditions other than dishonorable at any time during the period of five (5) years prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. For an individual who was a member of the Armed Forces and who was discharged or released under conditions other than dishonorable prior to March 8, 2013, the period between October 28, 2009, and March 8, 2013, shall not count towards the determination of the five-year period for covered veteran status.

Serious injury or illness for purposes of Military Caregiver Leave is defined as an injury or illness incurred by a covered service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the covered service member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of his/her office, grade, rank, or rating.

In the case of a veteran, a serious injury or illness means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and is (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

The term "son or daughter of a covered service member" means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or child for whom the service member stood in loco parentis, and who is of any age. Similarly, the term "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. (The term does not include parents "in-law.")

The term "next of kin" means the service member's nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the covered service member has specifically designated in writing another blood relative as his/her nearest blood relative for purposes of Military Caregiver Leave under the FMLA, in which case the designated individual shall be deemed to be the covered service member's next of kin. All family members sharing the closest level of familial relationship to the covered service member are considered the covered service member's next of kin, unless the covered service member has specifically designated an individual as his/her next of kin for Military Caregiver Leave purposes. While an eligible employee may care for more than one (1) seriously injured or ill covered service member at the same time, the employee may not take more than twenty-six (26) work weeks of leave during each "single twelve (12) month period."

Military Caregiver Leave is a "per-service member, per-injury" entitlement. Therefore, an eligible employee may take twenty-six (26) work weeks of leave to care for one (1) covered service member in a "single twelve (12) month period," and then take another twenty-six (26) work weeks of leave in a different "single twelve (12) month period" to care for another covered service member or to care for the same service member with a subsequent serious injury or illness (e.g., if the service member is returned to active duty and suffers another injury). Additionally, an eligible employee could take FMLA leave, after the end of the "single twelve (12) month period" for Military Caregiver Leave, to care for a covered service member if the member is a qualifying family member under non-military FMLA and s/he has a serious health condition.

B. **Qualifying Exigency Leave**

Eligible employees may take up to twelve (12) weeks of unpaid FMLA leave for any of the following qualifying exigencies that are related to the fact that the employee's spouse, son, daughter or parent is on covered active duty or call to covered active duty status, or has been notified of an impending call or order to covered active duty in the Armed Forces:

1. Issues arising from a qualifying family member's short-notice deployment (i.e., deployment on seven (7) or less calendar days of notice) for a period of seven (7) days from the date of notification.

2. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to a qualifying family member's covered active duty or call to covered active duty status.

3. Certain childcare and related activities arising from a qualifying family member's covered active duty or call to covered active duty status, such as arranging for alternative childcare, providing childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis), enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member (this does not include providing child care on a routine, regular or everyday basis).

4. Making or updating financial and legal arrangements to address a qualifying family member's absence (e.g., preparing and executing financial and healthcare power of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System, obtaining military identification cards, or preparing or updating a will or living trust) and acting as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status, and for a period of ninety (90) days following the termination of the military member's covered active duty status.

5. Attending counseling provided by someone other than a healthcare provider for oneself, the qualifying family member, or the child of the qualifying family member, the need for which arises from the qualifying family member's covered active duty or call to covered active duty status. The child must be the military member's biological, adopted, or foster child, stepchild, legal ward or child for whom the military members stands in loco parentis, who is either under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

6. Taking up to fifteen (15) days of leave to spend time with a qualifying family member who is on short-term, temporary, rest and recuperation leave during the deployment.

7. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the qualifying family member's covered active duty status, and addressing issues arising from the death of a qualifying family member.

8. Providing parental care for a parent of a military member who is incapable of self-care and is the military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member when the member was under eighteen (18) years of age. "Incapable of self- care" means the parent requires active assistance or supervision to provide daily self-care in three (3) or more of the activities of daily living (includes adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing and eating) or instrumental activities of daily living (includes cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.). Parental care includes (1) arranging for alternate care when the parent is incapable of self-care and the covered active duty or call to covered active duty status necessitates a change in the existing care arrangement for the parent; (2) providing care on an urgent, immediate need basis (but not on a routine, regular or everyday basis) when the parent is incapable of self-care and the need to provide such care arises from covered active duty or call to covered active duty status; (3) admitting or transferring to a care facility a parent when admittance or transfer is necessitated by the covered active duty or call to covered active duty status; and (4) attending meetings with staff at a care facility, such as meetings with hospice or social service providers for a parent when such meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty status but not for regular or routine meetings.

9. Any other event that the employee and the Board agree is a qualifying exigency.

The term "qualifying family member" for purposes of Qualified Exigency Leave means a staff member's spouse, son, daughter or parent.

The term "covered active duty" or "call to covered active duty status" for purposes of Qualified Exigency Leave means duty for a member of the Regular Armed Forces during deployment of the member with the Armed Forces to a foreign country, and, in the case of a member of the Reserve components of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to Sections 688, 12301(a), 12302, 12304, 12305, 12406, or Chapter 15 of Title 10 of the United States Code or any other provision of law during a war or during a national emergency declared by the President or Congress as long as it is in support of a contingency operation.

The term "son or daughter" means the employee's biological, adopted, or foster child, stepchild, legal ward, or child for whom the employee stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age. Similarly, the term "parent" means a biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter. (The term does not include parents "in-law.")

Employee Request for FMLA Leave

While eligible employees are not required to expressly request unpaid FMLA leave, it is requested that eligible employees who seek an unpaid FMLA leave for any of the approved reasons complete and submit to the Superintendent a written request for FMLA leave.

Employee Certifications

Eligible employees who apply for FMLA leave "to care for an immediate family member" must submit DOL Form (WH-380-F; "Certification of Health Care Provider for Family Member's Serious Health Condition").

Eligible employees who apply for FMLA leave for "the employee's own serious health condition" must submit DOL Form (WH-380-E; "Certification of Health Care Provider for Employee's Serious Health Condition").

Eligible employees who apply for Military Caregiver Leave must submit DOL Form (WH-385; "Certification for Serious Injury or Illness of Covered Service Member – for Military Family Leave" or WH-385-V, "Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave). The form may be completed by a Department of Defense (DOD) health care provider, Veterans Affairs health care provider, a DOD TRICARE network authorized private health care provider, a DOD non-network TRICARE authorized private health care provider, or any health care provider as defined by 29 C.F.R. 825.125.

Additionally, with respect to Military Caregiver Leave, the District will accept the submission of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA), in lieu of the DOL Form, for the time period specified in the ITO or ITA. The ITO or ITA submitted by the employee need not list the employee as the named recipient of the ITO/ITA, provided the employee is the spouse, parent, son, daughter or next of kin of the covered service member. If the covered service member's need for care extends beyond the expiration date specified in the ITO or ITA, the employee is responsible for submitting the DOL Form for the remainder of the employee's leave period. The District will also accept, with respect to Military Caregiver Leave, documentation indicating the service member's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers, regardless of whether the employee is the named caregiver in the documentation. Employees are advised that the Superintendent may seek authentication and clarification of such documentation, and may require an employee to provide confirmation of covered family relationship to the seriously injured or ill service member and documentation showing that the discharge was other than dishonorable and the date of the veteran's discharge.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the Board to support the employee's FMLA request.

In all instances in which certification is requested, it is the employee's responsibility to provide the Board with complete and sufficient certification, and failure to do so may result in denial of FMLA leave.

Eligible employees who apply for any of the three (3) preceding types of FMLA leave must also execute and provide to his/her health care provider a HIPAA-compliant release form.

If the Superintendent or designee deems a medical certification to be incomplete or insufficient, the Superintendent or designee shall notify the employee, in writing, what information is lacking, and the employee will have seven (7) calendar days to cure the deficiency. The Superintendent or designee (i.e., the Board's health care provider, human resource classified, leave administrator, or other management official, but not the employee's direct supervisor) may contact the certifying health care provider for clarification concerning or to authenticate the content of a medical certification. The representative, however, shall not ask the health care provider for additional information beyond that required by the certification form.

Employees who take leave for "the employee's own serious health condition", prior to returning to work, must submit to the Superintendent a "Fitness-for-Duty Certification". Again, the employee will need to have executed and provided to his/her Health Care Provider a HIPAA-compliant form.

Eligible employees who apply for FMLA leave for "Qualifying Exigency Leave" must submit DOL Form WH-384; "Certification of Qualifying Exigency for Military Family Leave". Specifically, the first time the employee requests Qualifying Exigency Leave, the employee must provide a copy of the qualifying family member's covered active duty orders or other documentation issued by the military that indicates that the qualifying family member is on covered active duty or call to covered active duty status, and

the dates of the qualifying family member's covered active duty service. Additionally, each time that the employee requests leave for one of the above-listed qualifying exigencies, the employee must certify the exigency necessitating leave. Such certification supporting leave for a qualifying exigency includes:

- appropriate facts supporting the need for leave, including any available written documentation supporting the request and the type of qualifying exigency;
- the appropriate date on which the qualifying exigency commenced or will commence, and, if requested for a single, continuous period of time, the beginning and end dates for such absence;
- where leave will be needed on an intermittent basis, an estimate of the frequency and duration of the qualifying exigency;
- appropriate contact information if the exigency involves meeting with a third party and a brief description of the purpose of the meeting; and if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders or other documentation issued by the military that indicates the military member has been granted Rest and Recuperation leave and the dates of such leave.

Employees are advised that if the qualifying exigency involves a meeting with a third party, the Superintendent may verify the schedule and purpose of the meeting with the third party. Also, the Superintendent may contact the appropriate unit of the Department of Defense to confirm that the qualifying family member is on covered active duty or call to covered active duty status.

All of the certifications identified above must be submitted by the employee within fifteen (15) calendar days after the District provides the employee with the applicable DOL Form, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. An employee may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good faith efforts to obtain such documents.

Light Duty

Time spent performing "light duty" work does not count against an employee's FMLA leave entitlement.

District Notices to Employee (Forms are available on the U.S. Department of Labor Website: www.dol.gov)

If the information included in The Employees Rights and Responsibilities Notice changes, the Superintendent will inform the employee of such changes within five (5) business days of receipt of the employee's first notice of the need for FMLA leave subsequent to any change. The Treasurer is charged with responsively answering questions from employees concerning their rights and responsibilities.

If it is not possible to provide the number of hours, days or weeks that will be counted as FMLA leave (e.g., where the leave will be unscheduled), the Superintendent will provide this information upon request by the employee, but no more often than every thirty (30) days and only if leave was taken during the period. The notice of the amount of leave counted against the employee's FMLA entitlement may be oral or in writing. If such notice is oral, it shall be confirmed in writing, no later than the following payday that is at least one (1) week after the oral notice. Such notice may be in any form, including a notation on the employee's pay stub.

FMLA Leave and Mandatory Overtime

Employees with proper medical certification may use FMLA leave in lieu of working required overtime hours. Thus, hours that an employee would have been required to work but for the taking of FMLA leave will be counted against the employee's FMLA entitlement.

Calculating the Amount of FMLA Leave Used by an Employee

For purposes of determining the amount of FMLA leave used by an employee, the fact that a holiday may occur within the work week taken as FMLA has no effect; the week is counted as a week of FMLA leave. If, however, the employee is using FMLA leave in increments of less than one (1) week, the holiday will not count against the employee's FMLA leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday. Similarly, when an employee is not scheduled to work during winter, spring or summer vacation (i.e., during a period when some or all employees are not expected to work for one (1) or more weeks), the days the employee is not scheduled to work shall not count against the employee's FMLA leave entitlement.

When an employee takes FMLA leave on an intermittent or reduced leave schedule basis, the leave shall be accounted for by using an increment no greater than the shortest period of time that the District uses to account for use of other forms of leave provided that it is not greater than one (1) hour and provided that the employee's FMLA leave entitlement is not reduced by more than the amount of leave actually taken.

Maintenance of Employee Benefits

The same group health plan benefits provided to an employee prior to taking FMLA leave shall be maintained during the FMLA leave (e.g., if family member coverage is provided to an employee, family member coverage shall be maintained during the FMLA leave). Similarly, benefit coverage during FMLA leave for medical care, surgical care, hospital care, dental care, eye care, mental health counseling, substance abuse treatment, etc., shall be maintained during leave if provided in the District's group health plan, including a supplement to a group plan.

If an employee chooses not to retain group health plan coverage during FMLA leave, the employee will be reinstated, upon return from leave, on the same terms as prior to taking the leave, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

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Revised 11/16/15

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Book	Administrative Guideline Manual
Section	4000 Classified Staff
Title	FMLA RECORDKEEPING REQUIREMENTS
Code	ag4430.01b
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Adopted	March 24, 2009



4430.01B - **FMLA RECORDKEEPING REQUIREMENTS**

The Treasurer is responsible for making, keeping, and preserving all relevant records pertaining to the Board of Education's obligations under the FMLA in accordance with the recordkeeping requirements of Section 11(c) of the Fair Labor Standards Act (FLSA) and in accordance with the final regulations applicable to the FMLA. Specifically, the Treasurer is charged with keeping/preserving the records identified below in accordance with the District's Records Retention Schedule (see AG 8310A), and under no circumstances shall said records be kept for less than three (3) years. The records shall be available for inspection, copying, and transcription by representatives of the Department of Labor upon request.

The Treasurer shall maintain records that disclose the following:

A. Basic payroll and identifying employee data, including name, address, and occupation; rate or basis of pay and terms of compensation; daily and weekly hours worked per pay period; additions to or deductions from wages; and total compensation paid.

B. Dates FMLA leave is taken by FMLA eligible employees (e.g., available from time records, requests for leave, etc., if so designated). Leave must be designated in records as FMLA leave; leave so designated may not include leave required under State law or a Board plan which is not also covered by FMLA.

C. If FMLA leave is taken by eligible employees in increments of less than one (1) full day, the hours of the leave.

D. Copies of employee notices of leave furnished to the District under FMLA, if in writing, and copies of all written notices given to employees as required under the FMLA and its implementing regulations (see 29 C.F.R. Section 825.300(b) through (c)). Copies may be maintained in employee personnel files.

E. Any documents (including written and electronic records) describing employee benefits or employer policies and practices regarding the taking of paid and unpaid leaves.

F. Premium payments of employee benefits.

G. Records of any dispute between the District and an eligible employee regarding designation of leave as FMLA leave, including any written statement from the Superintendent or designee or employee of the reasons for the designation and for the disagreement.

Records and documents relating to certifications, recertifications or medical histories of employees or employees' family members, created for purposes of FMLA, shall be maintained as confidential medical records in separate files/records from the usual personnel files, and if the ADA, as amended, is also applicable, such records shall be maintained in conformance with ADA confidentiality requirements (see 29 C.F.R. 1630.14(c)(1)), except that:

A. supervisors and managers may be informed regarding necessary restrictions on the work or duties of an employee and necessary accommodations;

B. first aid and safety personnel may be informed (when appropriate) if the employee's physical or medical condition might require emergency treatment; and

C. government officials investigating compliance with FMLA (or other pertinent law) shall be provided relevant information upon request.

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of JOB-RELATED EXPENSES
Code	ag4440a
Status	
Adopted	November 19, 2007

~~4440A - **JOB-RELATED EXPENSES**~~

~~Expenses which are incurred by classified staff members as a result of authorized travel in and outside of the District will be reimbursed to the extent provided for in these guidelines. Reimbursement is intended to provide for transportation, lodging, and food of reasonable and adequate quality. When traveling on school business, a classified staff member is expected to use the same care in incurring expenses that a prudent person would exercise if traveling on personal business. For out-of-state travel, consideration shall be given to relevant cost-of-living differences.~~

~~**Authorization**~~

~~Travel within or outside the District is to be authorized by the Business Manager.~~

~~Travel to conventions or conferences away from the District which involve overnight stay will be authorized by the Business Manager for approval by the Superintendent. All such requests must be received in the Central Office at least twenty-one (21) days prior to the date a decision is needed. Forms are available in each school office.~~

~~Overnight lodging shall be approved and costs reimbursed only outside 100+ miles or two (2) hours of travel time from the District. Overnight lodging the night before a convention or conference must be in excess of 150 miles.~~

~~**Procedure**~~

A. ~~All persons authorized to travel on official business should keep a memorandum and receipts of expenditures properly chargeable to the Board of Education. Classified staff members might find it advantageous to charge as many expenditures as possible on credit cards. The itemized statement may serve as a receipt, with reimbursement available to pay the charges.~~
B. ~~For official travel other than by automobile, tickets may be purchased by the District in advance, upon request of the individual involved.~~
C. ~~In all instances of travel reimbursement, full itemization of expenditures is required.~~
D. ~~Those doing such traveling should be expected to exercise the same care in incurring expenses that they would in travel on personal business of their own. Excessive and unnecessary travel will not be approved or reimbursed.~~

~~**Reimbursement**~~

A. ~~Reimbursement will be at the current rates approved by the Board. Requests for reimbursement will be submitted on Form 4440A-F1 provided for that purpose.~~
B. ~~Travel outside the School District will be reimbursed at the regular fare rate charged the general public by common carrier, unless travel by private conveyance is more economical, in which case mileage will be reimbursed at the IRS rate. Taxi fare from home and conference destination to terminal and return is allowable with receipt.~~
C. ~~Employees shall request and accept, if available, the "government rate" on rooms.~~
D. ~~Lodging and meals will be reimbursed at the approved rate per day. All claims must be supported by original receipted bills.~~
E. ~~Reimbursement for reasonable charges for tolls, lodging, parking, taxis, official telephone calls, and tips will be made upon presentation of supporting receipts.~~
F. ~~Registration fees are reimbursable.~~
G. ~~Sales tax on hotel bills is reimbursable.~~
H. ~~If meals are included in registration fees, duplicate meals shall not be reimbursed.~~

Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of USE OF PRIVATE CAR FOR SCHOOL BUSINESS
Code	ag4440b
Status	
Adopted	November 19, 2007

~~4440B - **USE OF PRIVATE CAR FOR SCHOOL BUSINESS**~~

~~The District has established the following means for providing reimbursement for the use of privately-owned vehicles used in the performance of assigned duties.~~

A. ~~All classified staff will be assigned to a school or office which becomes the home station. It will be the responsibility of each individual to provide his/her own transportation from his/her residence to his/her assigned station and to any other assigned spot to attend meetings for administrative or training purposes.~~
B. ~~When an individual's duties require his/her presence at other stations or places within or out of the District, reimbursement for travel may be requested. Such requests will be approved when the travel is scheduled or authorized by the Superintendent.~~
C. ~~Regularly scheduled travel will be authorized when requisitioned in compliance with a printed schedule; e.g.: special classified staff members are required to go from school to school on a regular schedule.~~
D. ~~Sporadic or emergency travel will be authorized when made in connection with an assignment.~~
E. ~~All personnel who are assigned duties at more than one (1) school will be listed by their immediate supervisor. This will not include the drivers to whom school vehicles are assigned.~~
F. ~~Payments for authorized travel will be made provided itemized daily records are submitted on the proper forms. Persons who travel are advised to keep a daily log of their required business trips.~~
G. ~~Reimbursement for travel, less the employee's commute, shall be paid at the standard Federal mileage rate as set by the IRS.~~
H. ~~Private vehicles may be used for authorized school business only when the employee/owner maintains a valid driver's license and is insured under a liability policy that complies with R.C. 4509.51.~~
I. ~~Gasoline, damages, needed service, or repairs to private vehicles are the responsibility of the employee/owner as these costs are included in the per-mile cost reimbursement.~~

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Book	Administrative Guideline Manual
Section	Ready for Production
Title	Copy of USE OF SCHOOL VEHICLE FOR SCHOOL BUSINESS
Code	ag4440c
Status	
Adopted	November 19, 2007

~~4440C - **USE OF SCHOOL VEHICLE FOR SCHOOL BUSINESS**~~

~~The District has established the following guidelines for the use of school-owned vehicles in the performance of assigned duties.~~

A. ~~Regularly scheduled use will be authorized by the Business Manager.~~
B. ~~School personnel who are required to be on-call in case of after-hour emergencies may be assigned a District vehicle for daily use. Such use will be authorized by the Business Manager.~~
~~Only school personnel will be authorized to operate the vehicle.~~
~~The vehicle is to be used only for school business.~~
~~Personal use of the vehicle must be approved by the Business Manager.~~
~~Personal use of school vehicles may be approved solely for transportation to and from work, for non-recurring personal errands on the way to and from work (if within a reasonable distance on a reasonably direct route between home and work), and for errands incidental to the use of the vehicle for school business. No personal use of school vehicles shall expose the Board to substantial additional risk of loss, damage, or liability.~~
~~All personal use miles are to be reported to the Treasurer to be included in the staff member's earnings.~~

Community Reinvestment Area Compensation Agreement

This agreement between the City of Wadsworth, a municipal corporation with its offices located at 120 Maple Street, Wadsworth, Ohio, and with the Strand Company LTD with the project site at 123 Broad St., Wadsworth OH, specifies the manner and procedures to be used pursuant to Ohio Revised Code (ORC) Section 5709.82 authorizing a compensation agreement to the Community Investment Corporation (CIC) of Wadsworth.

WHEREAS, the Ohio Community Reinvestment Area program, pursuant to ORC Sections 3735.65 through 3735.70 authorizing the City of Wadsworth to grant real property tax exemptions on eligible new investments; and

WHEREAS, The City of Wadsworth by ordinance 18-03 adopted April 2018 designated an area within the City as a Community Reinvestment Area; and

WHEREAS, effective May 2018 the Director of the Ohio Development determined the area designated by the City of Wadsworth within Ordinance No. 18-03 contains the characteristics set forth in Section 3735.65 through 3735.70 of the ORC and certified the area as a Community Reinvestment Area;

WHEREAS, the City provided the Board of Education notice of the Project prior to formal approval of the agreement under ORC section 3735.671 as required by ORC Section 5709.83;

WHEREAS, the City of Wadsworth has acted pursuant to the requirements as set forth in ORC Section 3735.65 through 3735.70 within Ordinance No. _____ adopted the _____, _____ to grant a tax exemption to Strand Company LTD and entered into a formal Community Reinvestment Area Agreement on the _____; and

WHEREAS, the City of Wadsworth and Wadsworth City Schools pursuant to ORC Section 5709.82 elect to enter into a Revenue Sharing / Compensation Agreement concerning the benefits related to the aforementioned project.

Now Therefore, in consideration of the foregoing and of the mutual promises, covenants and agreements hereafter set forth the City and the Wadsworth City Schools agree as follows:

Section 1. Definitions: The following shall have the meanings as set forth below:

"Annual Payment Amount" shall mean the amount paid directly by the City to the Board of Education under Section 2 of this agreement.

"Exemption Year" shall mean any calendar year in which the Project would otherwise be taxable but for the municipal authorization and finalization of a Community Reinvestment Agreement in accordance with ORC Sections 5709.62, 5709.63 or 5709.632.

"New Employee" shall include all employees who are first employed at the project site and who have not been subject to the City of Wadsworth income tax within the previous 2 (two) years on income derived from employment from Strand Company LTD at Wadsworth prior to being employed at the project site. "New Employee" does not include persons employed to replace an employee who is not a new employee. "New Employee" also does not include persons employed in the construction of real property related to the Community Reinvestment Area agreement.

"Base Employment" shall be the number of employees located at the project site immediately prior to the finalization of the Community Reinvestment Area Agreement.

"Base Payroll" shall be the annualized salary of all employees located at the project site immediately prior to the finalization of the Community Reinvestment Area Agreement.

Section 2. Amount of Municipal Payments. During each Exemption Year in which Property Owner receives a real property tax benefit pursuant to the Community Reinvestment Area Agreement executed by the City and Property Owner on _____, the City shall pay the annual payment amount to the Board of Education. The annual payment amount will be based on the wages, salaries, commissions and other compensation of "new employees" (hereinafter, the "Compensation") located at the Project site as a result of the aforementioned Community Reinvestment Area Agreement. The City shall pay to the Board of Education fifty percent (50%) of the total annual municipal incoming tax revenues received by the City from its levy on the Compensation, to the extent that the Compensation exceeds one million dollars ($1,000,000) annually. During any Exemption Year in which the Compensation does not equal or exceed one million dollars ($1,000,000), the City is not required to make a payment to the Board of Education.

Section 3. Timing of the Payments. The City shall pay the Board of Education the required annual payment amount by March 31 of the calendar year following the year for which the taxes are payable. The payment will include an itemization of the municipal income tax collections attributed to "new employees" employed as a result of the Community Reinvestment Area Agreement. Should all income tax revenue collections not be collected by March 31, the City shall make a partial payment, as well as provide an estimate of the revenues to be collected and the date payment will be finalized. All previous year payments will be completed by June 30 of the calendar year following the year for which the taxes are payable, or the City will make a "summary estimate" of the payment balance due and complete the payment by July 31 of said year. Should the "summary estimate" vary from the final payment due, a corrective adjustment will be made upon final verification of the payment balance due.

Section 4. Annual Payment Amount Calculation Procedure. Property Owner shall provide the City no later than February 28, for each year of the exemption, with a report documenting the number of employees and the total annual payroll for the preceding exemption year for the Community Reinvestment Area project site.

The City Auditor shall within 30 days confirm the amount reported by Property Owner as an accurate representation of the annual payroll information submitted to the City for income tax purposes. If the information is not consistent, the City Auditor shall notify in writing Property Owner and the Board of Education of the discrepancy. Within 30 days of such notice, Property Owner and the City Auditor shall reconcile the variation and Property Owner shall file a corrected report to correct any inaccuracies.

The City Auditor will apply the following formula: a. the Compensation (as defined in Section 2) will be reduced by one million dollars and the City's income tax rate is to be multiplied by the remainder; b. the result of "a", the net income tax generated from the Compensation to "new employees" in excess of one million dollars will be divided, with 50% of said net income tax allocated to the Board of Education and 50% for the City's general revenue fund; c. the City Auditor with approval of the City Council will issue a check to the Board of Education in the amount specified within "b".

Section 5. Maximum Income Tax Revenue Sharing Compensation. The intent of this agreement is to lessen the impact of the real tax exemptions granted under the Community Reinvestment Area Program on the Board of Education. The agreement is intended to provide compensation for real property tax revenues foregone by the Board of Education. Should the allocation of the income tax generated from the "new employee" calculation exceed 50% of the amount of real property tax revenue the Board of Education would have received from the Project had the new investment not received an exemption, then the sharing formula is to be modified and the Board of Education will receive no more than 50% of the amount of property tax revenues the Project investment would have generated.

Section 6. Compensation. During each exemption year in which Strand Company LTD receives a real property tax benefit pursuant the Community Reinvestment Area Agreement executed by the City of Wadsworth and Strand Company LTD shall offer the schools the use of the Strand sign facing Broad St. once per month from August to May at a value not to exceed $1,250. In addition, the school will have the opportunity to award 10 individuals a scoop of gelato at an event to be held at Dolce at the Strand once per month during the school year.

The base employment at the proposed project site for Strand Company LTD is 8 full-time employees.

Section 7. Amendments: This Agreement may be amended or modified by the parties, only in writing, and when signed by all parties to the agreement, or by applicable law changes.

Section 8. Entire Agreement: This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter contained herein and merges and supercedes all prior discussions, agreements and undertakings of every kind and every nature between the parties as it pertains to the subject matter of this Agreement.

Section 9 Notices: All payments, certificates, reports and notices which are required or may be given pursuant to the provision of the Agreement shall be sent by regular mail, postage prepaid and shall be deeded to have been given or delivered when so mailed to the following addresses:

Government Entity:	City of Wadsworth 120 Maple St. Wadsworth, OH 44281
Business:	Strand Company LTD 123 Broad Street Wadsworth, OH 44281

Any party to this Agreement may change its contact person or its address for receiving notices and reports by giving written notice of such changes to all other parties that are part of this Agreement.

Section 10. Severability of Provisions: The validity of any provision of this Agreement shall not affect the other provisions of this Agreement and this Agreement shall be construction in all respects as if any invalid portions were omitted.

In Witness thereof, the parties have caused this Agreement to be executed this _____ day of _____, 20XX.

Witness	Authorized by:_____ Strand Company LTD
Witness	Authorized by:_____ City of Wadsworth

Prepared by Medina County Economic Development Corporation

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Terms & Conditions of Use

1. Introduction

1.1 Welcome to ITPro.TV. We hope that you enjoy your experience and thank you for subscribing. These Terms and Conditions of Use (the "Agreement") govern your use of the Internet-based learning service provided through this site ("Service"). The Service consists of computing and information services and software, information, interactive forums, and other content provided by EdutainmentLIVE LLC and its affiliates ("ITPro.TV"),

1.2 By using or accessing the Service, you acknowledge and agree to comply with and be legally bound by the terms and conditions of this Agreement. Your participation in the Service is conditioned upon your acceptance of this Agreement. Please carefully read this Agreement and indicate your acceptance by using the Service, downloading a course, or by purchasing any of our products. ITPro.TV is committed to transparency and accountability in the way we provide the Service to our subscribers. ~~ITPro.TV may revise this Agreement (including policies or agreements which are incorporated herein) from time to time and will post revisions to https://www.itpro.tv/terms/ prior to such changes becoming effective. You acknowledge and agree that ITPro.TV may notify you by posting the revisions to https://www.itpro.tv/terms/ and that your continued use of the Service following any changes constitutes your binding acceptance of these terms and conditions including any such changes. If changes to this Agreement involve a new use of subscribers' personal information or a new means of processing that information, ITPro.TV will provide specific notification of those changes to you prior to the start of the new use or processing.~~ 6/20/19 MB

2. Grant of License:

ITPro.TV grants you, as a registered subscriber, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and/or right to access, via a standard web browsing program not supplied by ITPro.TV ("Browser") to use the Service and the information, software, photographs, audio and video clips, graphics, and other material contained on the Service (collectively, the "Content") solely for your own individual (non-commercial) use on one personal computer or other device capable of displaying the Content. You may not share your access nor distribute any Content from the Service to others without the prior written permission of ITPro.TV.

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below, but excluding personal information as that term is defined by our Privacy Policy, which can be found at https://www.itpro.tv/privacy/) that you place on the Service, in any medium. You represent and warrant that you are authorized to grant all rights set forth in the preceding sentence.

3.5 You agree you shall not assert, nor will you authorize, assist, or encourage any third party to assert, against ITPro.TV or any of our affiliates, business partners, licensors, licensees or transferees, any patent infringement or other intellectual property infringement claim with respect to any Content or any aspect of the Service.

3.6 Digital Millennium Copyright Act. ITPro.TV will remove infringing materials in accordance with the Digital Millennium Copyright Act if we are properly notified that the content infringes copyright. If you believe that your content has been used by ITPro.TV or any other Customer or Authorized User or End User in a way that constitutes copyright infringement, please notify us in writing and by Certified Mail at: EdutainmentLIVE, LLC, 7525 NW 4th Blvd, Gainesville, FL, 32607. Your message must contain the following information (please confirm these requirements with your legal counsel, or see the U.S. Copyright Act, 17 U.S.C. §512(c)(3), for more information):

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
2. A description of the copyrighted work that you claim has been infringed.
3. A description of where the material that you claim is infringing is located within the Services, sufficient for ITPro.TV to locate the material.
4. Your address, telephone number, and email address.
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
6. A statement by you that the information in your notice is accurate and, under penalty of perjury that you are the copyright owner or authorized to act on the copyright owners behalf.

If you believe that your work has been removed or disabled by mistake or misidentification, please notify our Copyright Agent by sending us notice at the address specified above or by e-mail to copyright@itpro.tv.

4. Service Rules of Conduct:

You may use the Q&A forum feature of the Service for lawful purposes only. You may not upload to, or distribute or otherwise publish through the Service, any material which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, or otherwise objectionable to ITPro.TV in their sole and absolute discretion, (b) contains viruses or other contaminating or destructive features, (c) violates the rights of others, such as by infringing any copyright, trademark, patent, or trade secret or violating any right of privacy or publicity, (d) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail, or any form of lottery or gambling, chain letters or marketing/pyramid schemes, or the selling or trading of any merchandise, (e) contains links to sites that violate these Terms of Use, such as pornographic sites, defamatory sites, and so on, or (f) otherwise violates any applicable law. You may not use the Service for any commercial purpose, including advertising or solicitation of funds or goods and services. In addition, you may not use the Service to solicit subscribers to join other online information services that are competitive with the Service. Neither the administrators of nor the moderators of the Service or the student forum are responsible for the privacy practices of any user. Remember that all information that is disclosed in these areas becomes public information and you should exercise caution when deciding to share any of your personal information. We do not edit, review or make decisions concerning information you decide to share with others on our site, including, but not limited to, any personal information or data.

5. Managing Content:

ITPro.TV does not review material submitted to the Service by subscribers ("Subscribers' Content") and is not responsible for such Subscribers' Content. However, ITPro.TV reserves the right to cancel your access to these areas and/or delete, move, modify, or edit any Subscribers' Content, including messages posted in any forum, that they may determine, in their sole discretion, violates this Agreement. You are and shall remain solely responsible for all Subscribers' Content posted by you or by any other person using your account.

6. No Endorsement:

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6.2 The Service may contain links to sites on the Internet that are owned and operated by third parties (the "External Sites"). You acknowledge that ITPro.TV is not responsible for the availability of, or the content located on or through, any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or External Sites.

7. Subscriber Qualifications:

7.1 As part of the registration process, you will either be given an access key or a user id and password. If you are given an access key, you will select a password and fill in certain information about yourself. You must provide accurate, complete, and current registration information and you agree to provide the Service with any updates to that information promptly after such changes occur.

7.2 Individual subscriptions to the Service are available only to persons who are at least 18 years of age. ITPro.TV does not market to or collect information from individuals 18 years of age or younger. Your right to use the Service is personal to you and cannot be transferred to any other person.

7.3 You are responsible for all use of your account under any password by any person, whether or not authorized by you, and for ensuring that all use of your account complies with this Agreement.

7.4 You shall be responsible for obtaining communication services, computer equipment, and other products or services necessary to access and use the Service. You shall be responsible for all charges associated with accessing and maintaining a connection to the Service including, but not limited to, charges imposed by an Internet service provider, or your local telephone company.

8. Subscriber Information, Privacy:

Your participation in the Service is subject to our Privacy Policy, which can be found at https://www.itpro.tv/privacy/.

9. Service and System Availability:

ITPro.TV uses reasonable efforts to maximize system availability. ITPro.TV shall make a reasonable effort to correct any technical difficulties which may arise with the Service; however, ITPro.TV is not responsible for any Service down time. ITPro.TV is not responsible for any technical difficulties resulting from the World Wide Web, Internet access, and computer hardware or software.

10. Indemnity:

~~You hereby agree to indemnify, defend, and hold ITPro.TV and all of their respective officers, directors, employees, owners, agents, information providers, affiliates, and licensors (collectively, "Representatives") harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by them in connection with any claim arising out of any use or alleged use of your account or password by any person, whether or not authorized by you. ITPro.TV reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with their defense of such claim.~~

11. Termination of Service:

~~11.1 With appropriate notice, ITPro.TV reserves the right, in their sole discretion, to restrict, suspend, or terminate your access to all or any part of the Service at any time for any reason without liability and without any obligation to refund any portion of fees paid.~~

~~11.2 ITPro.TV may change, suspend, or discontinue all or any aspect of the Service at any time, including the availability of any Service feature, database, or content, without prior notice or liability.~~

11.3 If changes to the Service would restrict access to your personal information in a way that is prohibited by applicable law, ITPro.TV will respond to requests for access to your personal information, or requests to change, modify or delete personal information associated with the Service in a reasonable time and without undue delay.

~~12. Disclaimer of Warrantees; Limitation of Liability:~~

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SERVICE. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. NONE OF ITPRO.TV, NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES ITPRO.TV, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE OR THE CONTENT. 6/20/19 MM

12.2 NONE OF ITPRO.TV, ANY THIRD PARTY CONTENT PROVIDER, NOR THEIR RESPECTIVE AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 6/20/19 MM

12.3 SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF ITPRO.TV, THIRD PARTY CONTENT PROVIDERS, AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. 6/20/19 MM

13. Third Party Rights:

6/20/19 MM

The provisions of paragraphs 3, 4, ~~10, and 12~~ are for the benefit of ITPro.TV, third party Content providers, and its and their respective employees, agents, and contractors. Each such party will have the right to enforce such provisions directly on its own behalf.

14. Miscellaneous:

6/20/19 MM

This Agreement shall be construed in accordance with the laws of the State of ~~Florida,~~ Ohio and the parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts located in ~~Alachua County, Florida.~~ Medina County, Ohio This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. This Agreement may not be amended except in writing signed by both parties and no waiver by either party shall be deemed a waiver of any preceding or subsequent breach or default. The provisions of sections 3, 4, 7, 8, ~~10~~, 11, ~~12~~ and 13 shall survive any termination of this Agreement, as well as any other provisions which by their terms or sense are intended to survive. These terms are neither assignable nor transferrable by you, by operation of law or otherwise, without ITPro.TV's prior written consent. 6/20/19 MM

15. International Use:

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Last Revised: April 3, 2019

CompTIA ITPRO.TV Official Video Training

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What information do we collect?

We collect information from you when you register on our site. When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information. We collect only the personal information[1] that we need in order to provide you with the products or services that you order. You may, however, visit our site anonymously.

Upon written request, we will disclose to you the personal information we hold about you, and will endeavor, to the extent technically feasible, to delete or render inaccessible your personal information. You may also request that we correct or amend such personal information so that any inaccurate or incomplete personal information can be corrected or completed without undue delay. Such requests should be directed to our Director of Privacy, whose contact information is provided below.

We will endeavor to respond to your requests to view, correct or delete your personal information without undue delay, or within approximately one month following verification of your identity. Note that we will undertake a good faith effort to accommodate requests for access to or deletion of personal information. However, these requests may be subject to an evaluation of additional factors, including disproportionate burden or expense, or the risk to the privacy or other rights of others. We may also retain and use your personal information as necessary to comply with our legal obligations, resolve disputes, enforce our rights or agreements, and for other lawful business purposes.

[1]The term personal information, as used in this Privacy Policy, includes "personal data" as defined by the General Data Protection Regulation, "personal information" or "personally identifiable information" as defined in various United States data breach notification laws and information that may otherwise be used to identify an individual.

How do we use your information?

Any of the information we collect from you will only be used to process your order with us and to provide you with informational material relating to other of our products and services that may be of interest to you. However, you have the right to opt out of receiving these additional materials.

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

How do we protect your information?

We implement a variety of technical and organizational security measures to maintain the safety, integrity and confidentiality of your personal information when you place an order or enter, submit, or access your personal information. We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway provider's database so that it is only accessible by those authorized with special access rights to such systems, who have a role in providing adequate protection to your information.

After a transaction is processed, your private information (credit cards, etc.) will not be stored on our servers.

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use cookies to understand and save your preferences for future visits.

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We do not sell, trade, or otherwise transfer to outside parties your personal information. We may provide certain of your information to trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties provide us assurances that they will provide adequate protection to your information. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect yours, ours or others' rights, property, or safety. We do not edit, review or make decisions concerning information you decide to share with others on our site, including, but not limited to, any personal information.

Links to sites of third parties

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies, which we encourage you to review before inputting any personal information into those sites. However, we have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

California Online Privacy Protection Act Compliance

Because we value your privacy we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent. As part of the California Online Privacy Protection Act, all users of our site may make any changes to their information at anytime by logging into their control panel and going to the 'My Profile' page.

Children's Online Privacy Protection Act Compliance

We are in compliance with the requirements of COPPA (Childrens Online Privacy Protection Act), we do not collect any information from anyone under 13 years of age. Our website, products and services are all directed to people who are at least 13 years old or older.

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Because we take the privacy and security of your information very seriously, including our subscribers who reside in the European Union, we are committed to protecting your personal information in accordance with provisions of the GDPR. We are building privacy and security of personal information into our technical and organizational systems and processes related to any personal information we process. We do not sell, exchange or transfer member information for any reason, without your consent, other than for the express purpose of delivering the product or service requested. The personal information we collect is limited to that which is necessary to provide the products and services you request, and your information is only kept as long as necessary to fulfill the purposes for which it was collected.

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Your Consent

By using our site, you consent to our web site privacy policy.

changes are significant, we will provide a more prominent notice.

Contacting Us

If there are any questions regarding this privacy policy you may contact our Director of Privacy at dpo@itpro.tv. You may also contact us using the information below:

ITProTV

7525 NW 4th Blvd

Gainesville, FL 32607, USA

support@itpro.tv

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+1 352 800-0900
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Quote

Wadsworth City Schools

June 18, 2019

ITProTV // 7525 NW 4TH BLVD, STE 10, GAINESVILLE, FL 32607
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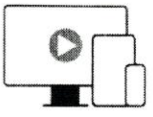
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Membership Order Form

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Date:	June 18, 2019
Expires On:	July 18, 2019
Type:	Quote
Start Date:	June 18, 2019
Subscription Term:	12
Payment Terms:	Net 30

ITProTV
http://itpro.tv
7525 NW 4th Blvd Suite 10
Gainesville, FL 32607
United States
Phone: (352) 600-6900

Bill To
Wadsworth City Schools
Phil Luthman
Wadsworth City Schools
Wadsworth, OH 44281
US

Quantity	Product Name	Billing Frequency	Unit Price	Net Total
4	Corporate Premium Annual Subscription	Annual	$285.00	$1,140.00
Includes access to the entire ITProTV Course Library as well as unlimited practice tests, virtual labs & Q&A Forums				
			Total:	$1,140.00

All amounts will be invoiced annually in advance.

Additional Commercial Terms

Renewal. On or before the expiration of this Order Form, ITPro.TV will contact Customer and the parties will mutually agree whether or not to renew the Order Form, for the same quantity, term and pricing set forth herein. Any such agreement shall be memorialized in writing between the parties.

This Order Form is subject to the terms and conditions set forth in http://itpro.tv/eula/ and the privacy policy found at http://itpro.tv/privacy/ (collectively the "Terms and Conditions"). The parties' authorized signatories have duly executed this Order Form. Each of the individuals signing this Order Form on behalf of a party represent and warrant that such individual is duly authorized and empowered to enter into this Order Form and bind such party to the Terms and Conditions.

Customer will maintain complete and accurate billing and contact information with ITProTV and will notify ITProTV of any inaccuracies within the time period set forth in the Payment Terms section above.

Except as provided in the "Terms and Conditions", Services purchased under this Order Form are non-cancelable and non-refundable. Future orders will be at list price (including any applicable volume-based discounts) at the time of purchase.

Signature Page

If a purchase order IS required, please enter the PO Number: _____. By initialing here _____, I confirm that a Purchase Order number is **NOT** required, or the Purchase Order Number listed **ABOVE** is current and accurate.

ITPRO.TV		**CUSTOMER**	
Signature		**Signature**	
Printed Name		**Printed Name**	Phil Luthman
Title		**Title**	
Date		**Date**	

G2K CINDERELLA

Acct# 214889
Contract # ID-203448

License Agreement

School: Wadsworth High School Drama Club_____ **Principal:** _____

Teacher:_____ **Teacher E-mail:** _____

School Address: _____ **City:**_____ **State:**_____ **Zip:** _____

School Telephone:_____ **School Fax**_____

Production Pack retails for $500.00 and includes the following materials: 2 – Director's Scripts - 1 – Logo CD - 2 – Piano/Vocal Scores - 20 – Libretto/Vocal Books - 1 – Study Guide - 1– Vocal/Accompaniment (Rehearsal/Perf) CD - 1 – Video Guide to Musical Staging (VHS) - 10 – Chorus Books

R&H Theatricals (the "Licensor") hereby grants to the undersigned (the "Licensee") the non-exclusive right to produce and present "G2K – CINDERELLA" (the "Play"), only with actors who are enrolled in the 9th grade or lower, in the immediate presence of their audience, using only the Show kit materials (the "Materials") distributed by Licensor in connection with this Agreement.

LICENSEE AGREES TO BE SUBJECT TO AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS:
Licensee shall not photocopy or otherwise reproduce any of the materials provided in the production pack since additional copies of these Materials are available from Licensor. Licensee shall have the right to reproduce the following: Vocal Tracks CD and materials found on the Digital Resources CD only for educational purposes in connection with the Licensee's production of the Play to be distributed only to cast members and members of the creative team directly involved in Licensee's production of the Play.

Licensee shall perform the Play exactly as it is presented in the Materials and shall not, in any way, alter, change, delete from or add to the book, music (including orchestrations and vocal arrangements), or lyrics of the Play. Licensee shall set forth the credits as provided on the title page in the Director's Guide, in all programs and on all posters, heralds, fliers, window cards, advertisements, and on all other promotion and publicity in connection with the Play.

Licensee shall have the right to perform the Play period 11/8/19 and terminating 11/9/19 ("The Term").

Licensee shall not charge more than ten dollars ($10) for admission to any performance of the Play. Any performance presented for a potential audience of five hundred (500) people or more shall be free of any admission charge, donation or contribution unless previously approved in writing by Licensor.

Licensee hereby acknowledges that the unauthorized creation of any video, film or other audio-visual, or sound recording, tape or transcription, including video tape, video cassette, video disc, digital storage/sequencing or any other reproductions of its performances is expressly prohibited by law and can result in prosecution. Licensee hereby assumes full responsibility for informing all parents, students and attendees of the above prohibitions by means of both a program note and pre-show announcement
Licensee shall not create, sell and/or distribute, or authorize the creation, sale and/or distribution of any merchandise relating to the Play including, without limitation, souvenir programs, T-shirts, sweatshirts, buttons, glass ware and ceramic ware without R&H THEATRICALS' prior written permission. All requests for such permission must be made in writing.

Licensee shall take full responsibility for the adherence to all terms and conditions set forth in this Agreement, and shall notify such other parties as may be instrumental to insuring Licensee's compliance with such terms and conditions, including, without limitation, cast and crew members, their families, teachers and others within the school or organization, and audience members. The performance rights granted by this license apply only to the school/organization named above and may not be transferred or assigned to any third party.

Licensee agrees that Licensor may send to Licensee information by e-mail from Rodgers & Hammerstein and its partners about the Play and other R&H musicals, as well as related products, offers and discounts. To unsubscribe from all email correspondence from Rodgers & Hammerstein, visit www.rnh.com and click on "Manage Your Account Online"

*Pay By Check ___ (by checking this box you have agreed to send us payment in full by check in US funds/US money order)
*If you would like to pay by Credit Card please fill in the information below. **NO PURCHASE ORDERS**

CREDIT CARDHOLDER INFORMATION					
NAME ON CREDIT CARD					
TYPE OF CREDIT CARD	VISA	MC	AMEX	DISCOVER	
CARD NUMBER			EXP/Date:		
Billing Zip Code					

PRODUCTION PACKS ARE NON-TRANSFERABLE AND NON-REFUNDABLE.

AGREED TO AND ACCEPTED BY LICENSEE:

Print Your Name: _____ **Title:** _____

Your Signature: _____ **Date:** _____

***ACCOUNT NUMBER _____

ORGANIZATION NAME _____

SHOW TITLE _____

ADDITIONAL MATERIALS **TOTAL**

____ Director's Guide.....$40.00
- Available for Cinderella and State Fair ONLY _____

____ Director's Script.....$25.00
- Available for Cinderella and State Fair ONLY _____

____ Piano/Vocal Score.....$50.00 _____
____ (1) Libretto/Vocal Book... (up to 5 copies). $10.00 _____
____ (10) Libretto/Vocal Books.....$50.00 _____
____ (10) Chorus Books.....$35.00
- Available for Cinderella and State Fair ONLY _____

____ Performance/Accompaniment CD.....$100.00 _____
____ Study Guide.....$50.00
- Available for Cinderella and State Fair ONLY _____

____ Production Guide.....$50.00 _____
- Order Study Guide if ordering for Cinderella and State Fair ONLY

Video License is available for:
Oklahoma, Cinderella, State Fair, and The King and I
Archival $50
Distribution (up to 100 copies) $350 _____

TOTAL: _____

CREDIT CARDHOLDER INFORMATION	
Name on a card:	
Type of a card: VISA MC AMEX DISCOVER	
Credit Card Number:	
Expiration Date:	Billing Zip Code:
Authorized Amount:	$
Signature:	Date:

EXTENDED SERVICE AGREEMENT

DAKTRONICS, INC. ('Daktronics')
201 Daktronics Drive
Brookings, SD 57006
Phone: (800) 325-8766
Daktronics Contact: Trevor Doyle

Revision II

For Internal Use Only
Bill to Loc #: _____
Bill to Contact: _____
Check #: _____

Purchaser: Wadsworth High School
Address: 625 Broad St
City, State, Zip : Wadsworth, OH 44281-2319
Country: United States
Phone: (330) 242-0499
Contact: Scott Larch **Email:** slarch@wadsworthschools.org

Customer ID: [redacted]

Purchaser hereby agrees to purchase the services, peripherals and additional supplies (collectively, the 'Services') as described on Attachment A, subject to this Extended Service Agreement, the Terms and Conditions of Extended Service, and any and all applicable Attachments (collectively, the 'Agreement'), which documents Purchaser has reviewed and agrees to accept.

Term (Duration) of the Agreement
Commencement Date: 13 August 2019 **Expiration Date:** 12 August 2020

End user: Wadsworth High School Football Field, Wadsworth, Ohio, United States
End user ID: [redacted]6

Order No.: E186745-2	**Original Job No.:** S186745
Description of Services Provided	**Price & Payment Terms**
See Attachment A PLATINUM® Services	Due upon Commencement Date $2,055

Unless specifically outlined in any Attachments or in the Agreement, this Agreement does *not* include the following:

1. Any applicable taxes.
2. Third party systems, hoist systems, and any ancillary equipment. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, and static advertising panels. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to www.daktronics.com/exclusions.
3. Incorporation of accessories, attachments, software or other devices not furnished by Daktronics.

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EQUIPMENT LIST

Customer Name	Original Job No.	Description of Equipment covered under this Agreement	Quantity	Customer ID
Wadsworth High School Football Field 303 Garfield Ave, Wadsworth, OH 44281				
	S186745	FA, AF-3550-48X160-20-RGB-SF, VISICONN	1	[redacted]
	S186745	AF-3550-80X160-20-RGB-S, Galaxy Outdoor Message Center	1	
	S186745	FB-2023-201X-A-PV-120-F, Football Scoreboard	1	
	S186745	ALL SPORT 5010R6 KIT, 120V W/ RADIO, All Sport Control Console	1	
	S186745	Start/ Stop Remote	1	

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ATTACHMENT A

PLATINUM® Services

Scope of Services
Services Included

1. Scheduled on-site labor to diagnose and/or replace failed electronic components.
2. Costs of Standard Access* to the Display/Equipment.
3. Daktronics parts coverage, which includes:
   3.1. Daktronics Rapid Parts™ Exchange Program for available parts only.
   3.2. Repair or replacement of failed electronic parts or assemblies.
   3.3. Shipping of repaired or replaced failed electronic components from Daktronics.
4. Technical support via telephone during business hours as defined below.
5. Access to the Service Coordination Center.

*Standard Access is defined as unrestricted access to the entire display/equipment with up to a 45' aerial lift or bucket truck for an outdoor display or 30' for an indoor display.

Platinum shall not include nor be construed to include any service or support that is not expressly stated above in the definition of the Platinum service. Examples of services that are not within the scope of Platinum service include, but are not limited to, the following:

- Preventative Maintenance, such as annual systems checks, filter changes, etc.
- Network Operations Monitoring services.
- Extended service hours or expedited response times.
- After hours telephone support.
- Costs of access to the display with articulating or specialty lifts or any use of scaffolding or special equipment to protect customer facilities.

Above listed exclusions are available as billable services. Quotes may be provided upon request.

BUSINESS HOURS:
Monday through Friday, 8 am to 5 pm CST (excludes Daktronics observed holidays).

INITIATED RESPONSE TIME:

1. Daktronics shall respond to service requests within sixteen (16) business hours.
2. On-Site Service is to be scheduled during the business hours defined above.

Response is defined as Daktronics must begin to work on a solution to the issue.

Purchaser Responsibilities
The items listed below are the responsibility of the Purchaser.

1. Purchaser is responsible for routine operator functions such as content creation or scheduling.
2. Purchaser is responsible for management of customer-owned spare parts inventory.
3. Purchaser is responsible for the maintenance items listed below; failure to properly maintain equipment may, at Daktronics' sole discretion, relieve Daktronics of its responsibilities under the Terms and Conditions of Extended Service attached hereto.
   3.1. Throughout the term of this Agreement, Purchaser shall maintain site conditions within the common environmental range of all system devices as specified by Daktronics.
   3.2. Purchaser is responsible for routine maintenance functions.
   3.3. Purchaser is responsible for purchasing and maintaining antivirus software on all control devices connected to Daktronics equipment. (See Daktronics Knowledge Base for list of supported software. DD2079868 http://www.daktronics.com/Support/KB/Pages/Antivirus-software-recommendations.aspx)

Platinum® is a registered Daktronics trademark.
This Agreement shall be subject to the attached Terms and Conditions of Extended Service.

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All invoices will be forwarded to Purchaser at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Billing Address:

Company: _____

Address: _____

City, State, Zip: _____

Country: _____

Phone: _____

Contact: _____

Email: _____

Purchaser hereby confirms that the Services are to be delivered at the address specified below:

Site Address:

Company: Wadsworth High School Football Field
Address: 303 Garfield Ave
City, State, Zip: Wadsworth, OH 44281
Country: United States

ACCEPTANCE:

In witness hereof, the parties hereto have executed this Agreement by and through their duly authorized officers.

PURCHASER: Wadsworth High School

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

PURCHASER PO # _____

DAKTRONICS, INC.

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

This form is an important part of your coverage. Please sign and return the entire Agreement to Daktronics, Inc. Once the signed Agreement is entered into our system, you will receive a copy for your records. Offer expires 60 days from Proposal Date.

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TERMS AND CONDITIONS OF EXTENDED SERVICE

1. Scope of Extended Service Agreement. The scope of the Extended Service Agreement (the "Service Agreement") covers the Equipment and any Software delivered by Daktronics that is delivered under the terms of the applicable software agreement between Purchaser and Daktronics, and shall also include those services defined on Attachment A, SCOPE OF SERVICES (excluding maintenance services which are the responsibility of Purchaser as defined on Attachment A or services which may be purchased for an additional fee) (the "Services"). Response Times are defined on Attachment A.

2. Contract Documents. The parties agree that any subsequently-issued Purchaser form, such as a purchase order, shall incorporate the terms and conditions of this Service Agreement. The provisions of this Service Agreement shall control in the event of any conflicting provision in Purchaser's form.

3. Commencement Date. The Services shall begin upon the date stated as the 'Commencement Date' as detailed elsewhere in this agreement.

4. Conditions Precedent. Daktronics reserves the right to suspend its performance in the event Purchaser fails to: (a) make payment as required, (b) maintain the Equipment within the recommended environmental conditions, including but not limited to appropriate ventilation/air conditioning for its location (Air conditioning systems must be maintained according to manufacturer's specifications), (c) perform preventative maintenance not included within this Service Agreement, or (d) perform any other obligation including, without limitation, complying with the terms of any software agreement between Purchaser and Daktronics.

5. Payment. Unless otherwise stated, the price is exclusive of federal, state and local taxes, including without limitation sales, use, excise, privilege, or transactional taxes, but excluding Daktronics' income tax ('Tax'). Purchaser shall promptly pay upon demand such applicable Tax. Purchaser must present a valid exemption certificate if it claims any exemption from Tax. Late payments shall accrue interest at the rate of 1.5% per month or the highest amount permitted by law, whichever is lower.

6. Spare Parts Package. In the event the Equipment was purchased with a spare parts package, the parties acknowledge and agree that the spare parts package is designed to exhaust over the life of the Equipment and, as such, the replenishment of the package is not included in the scope of this Service Agreement.

7. Replacement Parts. Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment, and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from Daktronics does not extend the Warranty Period.

8. Limitations of Coverage. This Service Agreement does not cover: (a) service due to: (i) inadequate or improper power, including without limitation a sudden surge of electrical power; (ii) improper handling, installation, adjustment, service, care, maintenance, storage or use of the Equipment; (iii) a Force Majeure Event; (iv) environmental conditions outside the Equipment's technical specifications (including, without limitation excessive temperatures, corrosives, and metallic pollutants); (v) defects or failures occurring during a lapse in service coverage; (vi) incorporation of accessories, attachments, software or other devices or systems not furnished by Daktronics; or (vii) any other cause other than ordinary use; (b) the provision of replacement communication methods (such as wire, metallic or fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference; (c) wireless devices or services used for providing wireless connection to the Equipment (wireless devices and services provided by Daktronics are subject to Daktronics Terms and Conditions of Wireless Service available at https://www.daktronics.com/TermsConditions/DD3956286) (d) LED degradation or ultraviolet (UV) damage (degradation means the LED continues to emit light, but at some lesser level of brightness); (e) paint or refinishing the Equipment or furnishing material for this purpose; (f) pixel failure less than a total of .5% of the overall display, or in the case of free form elements, one entire element; (g) electrical work external to the Equipment; (h) batteries; (i) third-party systems and other ancillary equipment including without limitation front-end video control systems, audio systems, video processors and players, HVAC equipment, and LCD screens; (j) the security or functionality of End User's network or systems, including anti-virus software updates; or (k) any physical damage which includes, but is not limited to, missing, broken, or cracked components resulting from non-electrical causes; altered, scratched, or fractured electronic traces; missing or gauged solder pads; cuts or clipped wires; crushed, cracked, punctured, or bent circuit boards; or tampering with any electronic connections. Further, in displays manufactured using certain LEDS as indicated by an M or WR (indicating LED type) in the display name, this Agreement does not cover pixel failure after five (5) years.

9. Actions that Void the Service Agreement. Daktronics shall be under no obligation to continue service under this Service Agreement if the Equipment or Software is: (a) moved from its location of initial installation or reinstalled without the prior written approval of Daktronics (unless the equipment was designed by Daktronics to be mobile), or (b) improperly repaired or altered in a manner inconsistent with the Equipment manufacturer's standards or recommendations.

10. Service Providers. Daktronics may select the parties delivering services under this Service Agreement at its reasonable discretion.

11. Access to the Equipment. The Purchaser shall provide unfettered, solid, safe and unrestricted access to the Equipment (including, if requested, any installed Software) taking into account environmental or site conditions. Unless otherwise specified on Attachment A, the Purchaser shall be required to provide any lifts or access equipment. Additional equipment or personnel required for safety, as determined by Daktronics in its reasonable discretion, shall be billed separately on a time and material basis.

12. Adverse Conditions. In no event shall Daktronics be obliged to perform Services under this Service Agreement during the existence of Adverse Conditions. 'Adverse Conditions' include without limitation, the following: severe inclement weather, hazardous site conditions including infestations of animals or dangerous insects, saturated ground conditions, or residence or occupation by unauthorized personnel. The determination of a site condition as an Adverse Condition shall be at the reasonable discretion of Daktronics. Inaccessibility due to Adverse Conditions will exempt a location from coverage under this Service Agreement until such time as the Equipment becomes safely accessible once again.

13. Cooperation. Purchaser shall fully cooperate with Daktronics in connection with the service of the Equipment and Software. The Purchaser shall promptly notify Daktronics of Equipment and Software failure. Waiver of liability or other restrictions shall not be imposed as a requirement prior to accessing the site.

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14. Return Items. All items returned to Daktronics must have a Return Material Authorization (RMA) number. For exchange items, the number is included with the shipment of the exchange unit. For repair items, an RMA number can be obtained by phone (800-325-8766), (International +1-605-697-4000), fax (605-697-4444) unless otherwise directed by Daktronics.

15. Shipping. When returning parts to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, agrees to use any shipping containers, which might be provided by Daktronics, and agrees to ship the Equipment in the manner prescribed by Daktronics. If returning equipment within the United States or within Canada, all Equipment must be returned by Purchaser FOB Daktronics' designated facility. If returning equipment across country borders, all Equipment must be returned by Purchaser DDP Daktronics' designated facility per INCOTERMS 2010. Daktronics assumes all risk of loss or damage during return shipment to Purchaser and such Equipment shall be returned by Daktronics FOB or DDP Purchaser's designated facility as appropriate.

16. Confidentiality. Purchaser shall provide confidential information only to those of its agents, servants, and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. The provisions of this paragraph shall survive termination of the Service Agreement.

17. Default. Daktronics reserves the right to terminate this Service Agreement and accelerate all amounts due and payable if: (a) Purchaser fails to make payment to Daktronics within ten days of the agreed payment dates, (b) Purchaser otherwise fails to comply with any material provision of this Service Agreement, or (c) any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the Agreement, applicable statutes, and the common law. If Purchaser fails to perform any covenant or obligation under this Service Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics, Daktronics shall be excused from the performance of any of its obligations under this Service Agreement.
~~Daktronics reserves the right to terminate this Service Agreement and accelerate all amounts due and payable if: (a) Purchaser fails to make payment to Daktronics within ten days of the agreed payment dates, (b) Purchaser otherwise fails to comply with any material provision of this Service Agreement, or (c) any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the Agreement, applicable statutes, and the common law. If Purchaser fails to perform any covenant or obligation under this Service Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics, Daktronics shall be excused from the performance of any of its obligations under this Service Agreement.~~ Duplicate Lagun 7/3/19 MD

18. Indemnity. Daktronics shall indemnify, defend and hold harmless the Purchaser and their respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any third-party claims for liability, losses, damages, costs or expenses (collectively, 'Losses') to the extent that such Losses arise out of: (i) any negligent act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control related to the execution of this Service Agreement; (ii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right regarding the Equipment or the Software and its components; or, (iii) any fine or assessment with respect to any violation or alleged violation of any applicable laws regarding safety or health.

19. Disclaimers; Limitation of Liability. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.

20. Force Majeure. Both parties shall be excused from any liability under this Service Agreement for any delay in performance or failure to perform which delay or failure to perform is caused by circumstances which are beyond the reasonable control of that party, including without limitation acts of God, natural disaster, fire, flood, labor or material shortages, war, vermin, earthquakes, tsunami, acts of terrorism, etc. (a 'Force Majeure Event').

21. Assignment. Unless otherwise stated, this Service Agreement may not be assigned by either party without the prior written consent of the other party.

22. Miscellaneous. This Service Agreement shall be governed by the laws of state where the Services are provided without regard to its conflict of law principles. This Service Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement regarding the Services. This Service Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Service Agreement may be executed in counterparts. The Purchaser and Daktronics are not partners or joint venturers. If any part of this Service Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Service Agreement shall not be affected, and such part, term, paragraph or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Service Agreement to the maximum extent permitted by law.

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PUBLIC SCHOOL WORKS

SERVICES AGREEMENT

1. Introduction

1.1 *Parties.* This Services Agreement ("Agreement") is made as of **July 9, 2019** ("Effective Date") between WORKS International, Inc. ("WORKS"), a Delaware corporation, having its principal place of business at 3825 Edwards Road, Suite 400, Cincinnati, Ohio 45208, and **Wadsworth City Schools** ("Customer"), having its principal place of business at **524 Broad Street, Wadsworth, OH, USA, 44281**.

1.2 *Recitals.* WORKS is in the business of developing, marketing, and providing a comprehensive, automated, Web-based safety and regulatory compliance program designed especially for public schools. Customer wishes to obtain from WORKS the right to use WORKS' compliance program. WORKS is willing to grant such a right. Therefore, WORKS and Customer, intending to be legally bound, agree to the terms and conditions set forth in this Agreement.

2. Services

2.1 *Selected Services.* WORKS will provide the services described in the proposal attached as Attachment C ("Services") to Customer. These proprietary services are designed to assist Customer in various areas of business operations and to enhance its capacity to provide its services. Some of the Services may be provided via third parties under contract with WORKS.

2.2 *License.* Subject to Customer's compliance with the terms of this Agreement, and in consideration of Customer's payment of the applicable fees, WORKS hereby grants Customer a personal, nonexclusive, and nontransferable license to use the Services in support of the internal needs and activities of Customer and as additionally described in Attachment A, subject to any use, user, and quantity limitations specified in this Agreement or any attachment to this Agreement. This license shall terminate upon the termination of this Agreement.

2.3 *Availability.* WORKS will take all commercially reasonable steps to keep the Services operating smoothly and efficiently. However, since the Services operate using computer equipment, computer software programs, telecommunications services, and the Internet, WORKS shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures on the part of any third party, failures or deficiencies of Customer's equipment, or Customer's failure to meet its responsibilities under this Agreement. WORKS will maintain adequate back-up arrangements and equipment in order to maintain Customer's data stored on or through the Services' website in the event of the failure of any of WORKS' equipment. Services interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Customer's daytime business activities. For unscheduled Services interruptions that adversely impact Customer's utilization of the Services attributable to causes within WORKS' reasonable control, as WORKS' sole obligation and Customer's exclusive remedy, Customer shall receive a credit equal to 1/8760th of the then-applicable annual license fees for each full hour that the Services are not available to Customer.

2.4 *Other Services.* At Customer's request, WORKS shall provide professional services and any other services on a time and expenses basis at its then-current standard rates.

3. Responsibilities of Customer

Customer is responsible, at its own expense, for (a) procuring, installing, and maintaining computer equipment and computer software programs, including, but not limited to, those listed in Attachment A, at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, (d) determining whether the Services will achieve the results desired by Customer, (e) determining the accuracy and suitability for Customer of all data and content it uploads to and downloads from the Services, (f) adopting reasonable measures to limit Customer's exposure to potential losses and damages from use, nonuse, errors, or omissions of or in the Services, or the results thereof, including, without limitation, examining and confirming data and content prior to use and providing for the identification and correction of errors and omissions, (g) data integrity and any necessary conversion of its data to the format required by the Services, and (h) maintaining the compatibility of third-party supplied software and equipment with the Services.

4. Fees and Payment

4.1 *Fees.* Customer shall pay WORKS the applicable fees set forth in Attachment B beginning with the Effective Date. After the initial term specified in Attachment B, WORKS may change the fees upon 60 days' prior written notice to Customer.

4.2 *Expenses.* Customer shall pay all pre-approved out-of-pocket expenses incurred by WORKS on Customer's behalf in connection with this Agreement.

4.3 *Invoices and Payment.* WORKS shall invoice Customer for the fees and expenses due under this Agreement. Customer shall pay all amounts due under this Agreement, except those disputed in good faith, to WORKS upon receipt of the invoice from WORKS. Customer shall pay a monthly service charge of 1½% on all such amounts not paid within 30 days of the invoice date.

5. Proprietary Rights and Confidentiality

5.1 *Copyrighted Works.* Customer acknowledges that the software components of the Services, including, associated report formats, screen displays, menu features, and all derivative works (collectively, "Software") and the written materials and other content provided as part of the Services (collectively, "Materials") constitute copyrighted works protected by federal and international copyright laws and are owned by WORKS or its licensors. The Software, Materials, and all copies, versions, and derivative works of the Software and Materials shall remain the sole property of WORKS or its licensors. Customer shall not permit any personnel to remove any proprietary or restrictive notices contained or included in the Software or Materials, and Customer shall not permit any personnel to copy or modify the Software or Materials, except as specifically authorized by this Agreement. Customer may copy and adapt the Materials for its own internal use, provided all such copies and adaptations include WORKS' proprietary and restrictive notices. In addition, Customer may copy and disclose the Materials to the limited extent necessary for it to comply with any applicable public records laws or regulations.

5.2 *Restrictions.* Customer further acknowledges that the Software and Materials are commercially valuable proprietary products belonging to WORKS or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford WORKS and its licensors a commercial advantage over its competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying or downloading or use of the Software or the Materials would cause substantial damage to WORKS and its licensors. Customer shall not decompile or otherwise reverse engineer or decode the Software. Customer shall not disclose the results of any benchmark tests run on the Software, without the prior written approval of WORKS. Customer shall not

undertake, directly or indirectly, any action or omission that may in any way lead to the unauthorized dissemination, reproduction, or use of the Software or the Materials. Customer may allow certain third parties access to the Services when such parties require access in order for Customer to use the Services as contemplated by this Agreement. Other than as permitted by the foregoing sentence and in Attachment A, Customer may not allow access to the Services by any entity without the prior written consent of WORKS.

5.3 *Ownership.* The Software and Materials and all copies, versions, and derivative works of the Software and Materials made by or on behalf of Customer are and shall remain the sole property of WORKS or its licensors. Any modifications to the Software, including all associated intellectual property rights, made or provided by WORKS pursuant to this Agreement, whether alone or with any contribution by Customer, shall be owned exclusively by WORKS or its licensors. To the extent that Customer may acquire any right or interest in the modifications by operation of law, Customer irrevocably assigns all such right and interest exclusively to WORKS. Customer shall take any action and execute any documents reasonably necessary and sufficient to give effect to the provisions of the foregoing.

5.4 *Export Restrictions.* Customer shall not export the Services, the Software, the Materials, or any direct product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America.

5.5 *Student and Staff Records.* WORKS acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, "Records"). The Records are the sole property of Customer. WORKS shall maintain the confidentiality of the Records. WORKS shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. WORKS may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure.

5.6 *Survival.* Each party's obligations under this Section 5 shall survive termination of this Agreement, except, with respect to non-trade secret confidential information, to the extent that applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement. Each party acknowledges that a breach of its obligations under this Section 5 may cause irreparable harm to the other party or its licensors for which monetary damages would be inadequate and the other party or its licensors may be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or in equity.

6. Warranties

6.1 *Authority.* Each party warrants that it has the full authority, right, and power to enter into and perform its obligations under this Agreement. Each party warrants that its entering and performing this Agreement does not conflict with any other agreement to which it is a party, or any law or regulation of any applicable governmental authority.

6.2 *Performance.* WORKS warrants that it has the right to grant the rights granted to Customer under this Agreement. WORKS warrants that the Services will be of professional quality conforming to the applicable generally accepted industry standards. As WORKS' sole obligation and Customer's exclusive remedy, in the event of any material failure to meet such standards, WORKS shall make all reasonable efforts to correct any such failure. Due to the unique circumstances of Customer, WORKS does not warrant that the Services or Materials are accurate with respect to the regulations applicable to Customer or will meet Customer's particular requirements. Customer is solely responsible for (a) the proper use of the Services; (b) the content and accuracy of all reports and documents prepared in whole or in part by using the Services; and (c) ensuring that Customer is in compliance with all applicable laws and regulations. Customer acknowledges

that it does not rely on WORKS or the Services for any advice or guidance regarding compliance with laws and regulations.

6.3 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WORKS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. WORKS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

7. Liabilities

7.1 *Liabilities of Customer.* WORKS and its licensors shall not be liable for any claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) Customer's use of the Services; (b) Customer's operation of its business and the safety of its workplace; (c) Customer's gross negligence or willful misconduct; (d) claims of users whom Customer allows to access the Services, and (e) as to this Agreement, any breach of Customer's obligations under Section 5 above.

7.2 *Liabilities of WORKS.* Customer shall not be liable for any claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) WORKS' operation of its business or the safety of its workplace; (b) WORKS' gross negligence or willful misconduct; and (c) as to this Agreement, any breach of WORKS' obligations under Section 5 above. The limitation set forth in Paragraph 7.3 below shall not apply to claims under this Paragraph 7.2.

7.3 *Limitation of Liability.* The total liability of WORKS and its licensors for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Services or any other thing under this Agreement, shall not exceed the amounts paid by Customer to WORKS under this Agreement during the 12 months immediately preceding the claim.

7.4 *Exclusion of Liability.* WORKS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO WORKS' WEBSITE. IN NO EVENT SHALL WORKS, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF CUSTOMER EMPLOYEES, THIRD-PARTY CLAIMS BASED ON CUSTOMER ACTS OR OMISSIONS, OR PENALTIES OR CITATIONS AGAINST CUSTOMER OR ANY AFFILIATE OF CUSTOMER, EVEN IF WORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.5 *Survival.* The obligations under this Section 7 shall survive termination of this Agreement.

8. Term and Termination

8.1 *Term.* This Agreement shall commence on the Effective Date and shall continue for the initial term specified in Attachment B. Thereafter, this Agreement may be renewed for successive renewal terms of 12 months each by mutual written agreement of the parties, unless and until this

Agreement is otherwise terminated in accordance with this Agreement. If the parties fail to renew this Agreement at the end of any term, but Customer continues to use the Services after the expiration of that term, this Agreement shall be deemed to have been renewed by the parties.

8.2 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.

8.3 *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The nondefaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within 30 days after receipt of the notice, the nondefaulting party may terminate this Agreement by giving written notice to take effect upon receipt. If the default, by its nature, cannot be effectively cured, the nondefaulting party may terminate this Agreement immediately upon written notice to the defaulting party. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.

8.4 *Additional Right.* In addition to the rights set forth in this Agreement, if Customer fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for 60 days, or fails to carry out any other material obligation under this Agreement, WORKS may, at its option, suspend Customer's access to the Services, upon ten days' prior written notice to Customer. Unless this Agreement is terminated pursuant to Paragraph 8.3 above, upon Customer curing the default, WORKS shall reinstate any suspended access to the Services.

8.5 *Effect of Termination.* Customer shall cease all use of the Services and Materials immediately upon termination of this Agreement. Within ten days after the effective date of any termination, Customer shall return to WORKS or destroy the Materials and all materials or media, including any information, records, and materials developed on the basis of any WORKS confidential information. No termination of this Agreement shall release Customer from any obligation to pay WORKS any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of access to the Services shall release Customer from any obligation to pay WORKS any fees due under this Agreement. Only if Customer terminates this Agreement due to WORKS' default, will Customer be entitled to a refund of amounts paid to WORKS for the portion of the current fee period following the date of termination of this Agreement. At Customer's request, upon termination of this Agreement, Customer and WORKS will determine the appropriate data retention and destruction strategies for Customer's data archived on the Services' website, based on both Customer's retention requirements and the legal retention requirements then in effect. Customer shall pay WORKS' $150/hour or WORKS' then-current rates as agreed to by both parties for WORKS' work to destroy or to format, prepare, and deliver Customer's data to Customer. Notwithstanding the foregoing, WORKS has no obligation to deliver Customer's data to Customer until Customer has paid WORKS all amounts due from Customer under this Agreement. There will be no charge for WORKS to retain Customer's data.

9. Miscellaneous

9.1 *Nonsolicitation.* Each party shall refrain from soliciting for employment or employing, directly or indirectly, without the consent of the other party, any employee, consultant, or subcontractor of the other until 12 months have elapsed following termination of this Agreement, or until 12 months have elapsed

following termination of the employment of the employee, consultant, or subcontractor, whichever occurs first.

9.2 *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 9.2, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

9.3 *Excused Performance.* Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.

9.4 *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

9.5 *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in Paragraph 1.1 above, or to such other address as shall be advised by any party to the other in writing. Notices shall be effective as of the date of receipt.

9.6 *Third-Party Beneficiaries.* For the limited purpose of enforcing the obligations under Section 5 above, WORKS' licensors, suppliers, and subcontractors shall be third-party beneficiaries under this Agreement.

9.7 *Dispute Resolution.* Any claim or controversy arising out of or relating to this Agreement, including any anticipatory breach or disagreement as to interpretation of this Agreement, that is not resolved by the parties themselves or through mediation, shall be settled by binding arbitration in the Cincinnati, Ohio area, administered in accordance with the American Arbitration Association's Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Subject to any applicable open public records laws, neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally and each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs.

9.8 *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of laws principles.

9.9 *Provisions Severable.* The provisions of this Agreement are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated.

9.10 *Entire Agreement.* This Agreement, together with the attachments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

Wadsworth City Schools

By: _____
(Signature)

Doug Beeman
(Name Typed or Printed)

Treasurer
(Title)

_____
(Date)

WORKS International, Inc.

By: _____
(Signature)

Tom Strasburger
(Name Typed or Printed)

Vice President, Strategic Alliances
(Title)

_____
(Date)

ATTACHMENT A

ADDITIONAL INFORMATION

1. Software Needed to Use Services

The Software licensed under this Agreement as part of the Services is designed and built to operate on a variety of systems and hardware. The software (at the specified versions) listed below is suggested to experience the full potential of the Services. The listed software is available free of charge and can be obtained by Customer through links either on WORKS' website or embedded in the Software.

- Adobe Acrobat Reader
- Adobe Flash Player (due to the limitations of Adobe Flash Player and mobile devices, WORKS is no longer publishing courses in Flash. We are now publishing in HTML5 and are transitioning all courses to HTML5 to enhance user experience on mobile devices)
- Firefox
- Google Chrome
- Internet Explorer
- Safari 4.1.3

2. Additional Use of Services

If Customer acquires the EmployeeSafe Suite Services under this Agreement, Customer may use EZmaint, Preventive Maintenance, and ITassist Services at no additional charge under the terms of this Agreement.

If Customer acquires Compliance Manager, Hazard Reporting, Staff Safety Reporting Systems, EZmaint, or ITassist under this Agreement, Customer may use such Services to manage the work of third-party service providers.

Online training is available to Customer employees only, unless otherwise provided in this Agreement.

To the extent that the additional uses described above allow use of any components of Services, including the Software, for or by third parties, Customer shall require all such third parties to abide by the license restrictions and confidentiality provisions set out in this Agreement. Customer hereby guarantees the compliance of such third parties with the terms of this Agreement.

ATTACHMENT B

TERM OF SERVICES AND FEES

INITIAL TERM OF SERVICES 2 year(s)

STAFF & STUDENT SAFETY SYSTEM OPTIONS

ANNUAL LICENSE FEES		Fee
Staff Training + Custom Course (Ohio Schools Council pricing)	$ 6.70 per FTE x 600 FTEs =	$ 4,020.00
Total Annual License Fees		$ 4,020.00

ONE-TIME FEES	Fee
Staff Training + Custom Course (Ohio Schools Council pricing)	$ 1,000.00
Total One-Time Fees	$ 1,000.00

PRICING SCHEDULE

Jul 2019 - Jun 2020 TOTAL COST		
Staff Training + Custom Course - Implementation Fee	$ 1,000.00	
Staff Training + Custom Course - Annual License Fee	$ 4,020.00	$ 5,020.00

Jul 2020 - Jun 2021 TOTAL COST		
Staff Training + Custom Course - Annual License Fee	$ 4,020.00	$ 4,020.00

ATTACHMENT C

MANAGED TRAINING PROGRAM



OVERVIEW

The PublicSchoolWORKS' Managed Training Program (MTP) delivers a preeminent and highly refined program of staff training that is implemented as a *turn-key solution* via the 6-pillars of the PublicSchoolWORKS' service model. The MTP includes all components needed to deliver a fully-automated school staff training program based on the core objectives to: a) ensure an employee, a needed course, or a training requirement, does not fall through the cracks, b) provide consistency throughout the district, and c) maintain full staff readiness year after year – all while minimizing administrative time and effort.

The 6-pillars of the PublicSchoolWORKS' service model provided to all customers using the MTP, include:

1. **Program Management Coordinator (PMC)** - a school safety program professional charged with the responsibility to advise, implement and continuously improve the customer staff safety training program.
2. **24/7 Staff Hotline** - providing technical support for accessing and using the PublicSchoolWORKS' software and answering staff questions regarding training course content and safety compliance issues.
3. **Research Experts** - a team of people researching, monitoring and analyzing federal, state, and local regulations.
4. **Course Development Specialists** - a team of people specializing in breaking down laws, school-safety best practices, and staff/student social and emotional health topics into school-specific, staff training courses, and developing custom content to ensure customer compliance.
5. **Award-Winning Software** - web-based staff training delivery and management system, purpose built to fully automate **every** school *staff training situation*, including subs, job changes, recurring/periodic training, leaves of absence, new-hire orientation, department changes, certifications, individual assignments, secondary occupations (e.g., coach), site-specific training, post-accident retraining (if using the PublicSchoolWORKS' Accident Management System), and more. Very simply, set it and forget it, and the system will automatically manage, deliver, track and document all the staff training needs/requirements of the district without human intervention.
6. **Customer-Applauded Training Content**
   - 500+ Specialized Training Courses (including features to deliver district-specific information in any course)
     - Children's Internet Protection Act (CIPA)
     - Emergency Management
     - First Aid Equipment & Supplies
     - Food Safety
     - Hazard Assessments
     - Human Resources & Employment Law
     - Information & Communications Technology
     - Operations Safety
     - Personal Productivity
     - Safe Work Practices & Job Procedures
     - School Nurse Safety
     - State-Specific Safety & Regulatory Compliance
     - Student Behavior, Intervention & Support
     - Student Safety, Wellness & Social Responsibility
     - The WORKS How-To Courses
     - Workplace Safety & Regulatory Compliance
   - Custom District Courses and Content
     - Courses delivering board policies, staff handbooks, etc.
     - District policy information added to PSW master courses – designed specifically to allow schools to convey key district information to staff within the context of any PublicSchoolWORKS' master course.
     - Addition of required information to master courses, in compliance with mandates – e.g., floor plans showing the location of asbestos, location of AEDs, etc.
     - District-specific course content (e.g., video, PowerPoint, Word doc, etc.) converted to web-native format and delivered and managed through the PublicSchoolWORKS' training system.
     - District-specific crisis preparedness courses – managed and delivered to sustain staff full-readiness for emergencies and threats

Additional MTP features include:

- All staff and administrative notifications are automated and scheduled to ensure training is completed.
- Non-compliance reports are auto-emailed to key supervisors alerting them to who has not completed training.
- District-wide non-compliance reports are auto-emailed to the training manager.
- Course content from top industry authors - including school, safety, HR and other qualified experts.
- Course time tracking software documents rated and actual time for course completions.

PRICING*

First Year

Start-up Fees: System Setup, Training Program Development & Implementation	$1,000.00
Annual Fees: 6-Pillars of Service and Software/Content License Fees ($6.70 per FTE X 600 FTEs)	$4,020.00
Total	$5,020.00

Subsequent Years

Annual Fees: 6-Pillars of Service and Software/Content License Fees ($6.70 per FTE X 600 FTEs)	$4,020.00

* Ohio Schools Council pricing

* Pricing is effective for 30 days from the date of the proposal and is subject to change with any adjustments to FTEs.

Startup Notes

There is limited involvement of district staff to get the MTP up and running as virtually all implementation services are provided by PublicSchoolWORKS. District involvement is typically limited to: coordinating with PublicSchoolWORKS' IT for staff data integration; adding training-access links on the district website; providing district-specific information for customization of training courses; and being involved in discussion regarding the development of the staff training program plan. Specific services provided by PublicSchoolWORKS associated with startup of the MTP include:

Systems Setup and Integration

- Development, configuration and setup of a dedicated, district-specific PublicSchoolWORKS' system.
- Staff data integration. Auto-import options including auto-ftp, Active Directory, Active Directory Federated Services, and Google Single Sign-On. Manual staff data management is also an option.

Training Program Development

- Discussions with key administrators providing direction, advice and staff training prioritization based on federal and state regulatory mandates, board policies, liability exposure, workers' comp claims/costs, staff accident trends, and best practices in schools.
- Staff training program plan development including specific course selection, course customization (see below), coordination, and scheduling.
- Setup of automated staff training course assignments.
- Setup of automated noncompliance tracking and reporting.

Course Customization

There are three levels of course customization available (Levels 1 and 2 are included in this proposal. Level 3 courses will be priced individually on a time and materials basis):

Level 1: Integration of district-specific content into PublicSchoolWORKS' master courses. Examples: The Hepatitis B at-risk definition in Bloodborne Pathogens course. The integration of school-specific AED locations in the AED instructional courses - this work includes the uploading of building floor plans showing AED locations by AED type, and the integration of floor plans into the AED-specific instructional use course.

Level 2: Development of district-specific policy and handbook courses. Examples: discriminatory harassment policy, restraint and seclusion policy, school handbooks, acceptable-use policy signoff, etc.

Level 3: Custom district-specific staff training courses solely developed by PublicSchoolWORKS or co-developed by PublicSchoolWORKS and the customer. The PublicSchoolWORKS' Course Development Team can utilize a range of technologies and include a variety of content (i.e., including interactions/exercises) and delivery media (e.g., video), with a focus on making courses concise, relevant, effective, engaging and purposeful.

Safety/Compliance Documents and Program Plans

- Customization and uploading of key safety documents into the district's PublicSchoolWORKS' online Safety Document Library – as necessary to satisfy staff accessibility mandates or to supplement district-specific content for staff training courses.
- Setup using district documents or PublicSchoolWORKS' customizable model program plans (e.g., Bloodborne Pathogens Exposure Control Plan) and documents (e.g., AED locations in schools, Hazard Assessments).

MTP Action Items

Action items auto-initiated throughout the year to ensure key tasks are completed and to assist in sustaining the district's automated staff training program. Action items include, but are not limited to:

- Annual review and continuous improvement of the district training program (with the assistance of the assigned and district-dedicated PublicSchoolWORKS' Program Management Coordinator).
- Update training auto-report recipients.
- Send staff data file (if manual upload option).



2018 Catalog

Award-Winning Staff Training

Authored by industry experts, our courses combine with the other EmployeeSafe systems to completely meet regulatory compliance requirements, while building a culture of school safety!

Smarter Solutions. Safer Schools.

2017 STEVIE GOLD WINNER FOR SALES & CUSTOMER SERVICE

2017 STEVIE GOLD WINNER FOR GREAT EMPLOYERS

2017 STEVIE BRONZE WINNER FOR SALES & CUSTOMER SERVICE

PUBLIC SCHOOL WORKS

Emergency Management

Active Shooter Response (Video for Students)
Active Shooter Response: Lockdown, Barricade, Escape
Active Shooter Response: Lockdown, Barricade, Escape, Counter Attack
Bomb Threat / IED Preparedness
IS-15.b - Special Events Contingency Planning for Public Safety Agencies
IS-55.a - Household Hazardous Materials
IS-100.b - Introduction to the Incident Command System, ICS-100
IS-100.HE - Introduction to the Incident Command System, I-100 for Higher Education
IS-100.SCa - Introduction to the Incident Command System, I-100 for Schools
IS-120.a - An Introduction to Exercises
IS-130 - Exercise Evaluation and Improvement Planning
IS-200.b - ICS for Single Resources and Initial Action Incidents
IS-235.c - Emergency Planning
IS-240.b - Leadership and Influence
IS-241.b - Decision Making and Problem Solving
IS-242.b - Effective Communication
IS-360 - Preparing for Mass Casualty Incidents: A Guide for Schools, Higher Education
IS-362.a - Multi-Hazard Emergency Planning for Schools
IS-366.a - Planning for the Needs of Children in Disasters
IS-700.a - National Incident Management System (NIMS), an Introduction
IS-800.b - National Response Framework, an Introduction
IS-907 - Active Shooter: What You Can Do
School Lockdowns

First Aid Equipment & Supplies

A Case for AEDs in Schools
AED Use - Cardiac Science Powerheart G3 Automatic
AED Use - Cardiac Science Powerheart G3 Semi-Automatic
AED Use - Cardiac Science® Powerheart® G5
AED Use - Defibtech LifeLine
AED Use - Defibtech LifeLine View
AED Use - HeartSine samaritan PAD
AED Use - HeartSine samaritan PAD 350P
AED Use – HeartSine® samaritan® PAD 360P
AED Use - HeartSine® samaritan® PAD 450P
AED Use - Philips HeartStart FR2+
AED Use - Philips HeartStart FR3
AED Use - Philips HeartStart FRx
AED Use - Philips HeartStart OnSite
AED Use – Physio-Control LIFEPAK CR® 1000
AED Use - Physio-Control LIFEPAK® 500
AED Use - Medtronic LIFEPAK CR Plus
AED Use - Welch Allyn 10
AED Use - Zoll AED Plus
Epinephrine Auto-injector Use

Food Safety

Ensuring Adequate Cooking Temperatures
Food Safety for Food Handlers
Preventing Bacteria from Multiplying
Preventing Contamination

Hazard Assessments

Hazard Assessment - Administrator - Division Office
Hazard Assessment - Administrator - School
Hazard Assessment - Bus Driver
Hazard Assessment - Carpenter
Hazard Assessment - Clerical - Division Office
Hazard Assessment - Clerical - School
Hazard Assessment - Custodial Coordinator
Hazard Assessment - Custodian
Hazard Assessment - Custodian - Head & Day
Hazard Assessment - Delivery Driver
Hazard Assessment - Director/Asst. Director, Facilities
Hazard Assessment - Educational Assistant
Hazard Assessment - Electrician
Hazard Assessment - Family Wellness Worker
Hazard Assessment - Food Services
Hazard Assessment - Laborer
Hazard Assessment - Library Tech
Hazard Assessment - Mechanic
Hazard Assessment - Painter
Hazard Assessment - Plumber
Hazard Assessment - Teacher - Biology
Hazard Assessment - Teacher - Chemistry
Hazard Assessment - Teacher - General Elementary School
Hazard Assessment - Teacher - General High School
Hazard Assessment - Teacher - General Middle School
Hazard Assessment - Teacher - Home Economics
Hazard Assessment - Teacher - Industrial Arts
Hazard Assessment - Teacher - In-Home Consultant
Hazard Assessment - Teacher - Music
Hazard Assessment - Teacher - Physical Education
Hazard Assessment - Teacher - Physics
Hazard Assessment – Technology

Human Resources & Employment Law

508: Designing Online Content for Disabled Users
Absences From The Workplace
AIDS in the Workplace
Civil Rights in Child Nutrition Programs - USDA
Computer Security
Cultural Sensitivity in the Workplace
Disability in the Workplace
Discrimination-Free Workplace
Drug and Alcohol Awareness - Employee
Drug and Alcohol Awareness - Supervisor
Drug-Free Workplace
Employee Concerns
Ethics
Family and Medical Leave Act (FMLA)
Fair Labor Standards Act (FLSA)
Health Insurance, Portability and Accountability Act (HIPAA) – with FERPA
Hiring and Lawful Termination
Mastectomy and Breast Reconstruction Notice
Sexual Harassment
Sexual Harassment - Managers
Social Media: Safe Use, Privacy and Copyright Restrictions
Student Data Security: Storage, Destruction and Protection from Malware, Email Phishing
Uniformed Services Employment & Reemployment Rights Act (USERRA)
Violence Against Women Act (VAWA)
Violence in the Workplace
Workplace Bullying

Information Technology

CIPA - Media Literacy and Digital Safety for Staff
CIPA - Media Literacy and Digital Safety for Students
Computer/Cyber Security
Online Safety: Sexting, Cyberbullying, Predators & Explicit Content
Social Media: Safe Use, Privacy and Copyright Restrictions
Student Data Security: Storage, Destruction and Protection

Operations Safety

Air Cycle Corp - Bulb Eater Assembly
Air Cycle Corp - Bulb Eater Drum Change-Out
Air Cycle Corp - Bulb Eater Filter Change
Air Cycle Corp - Bulb Eater Operation
Air Cycle Corp - Bulb Eater Spinner Replacement
Air Cycle Corp - Lamp Recycling from A to Z

Personal Productivity



Microsoft Excel 2010
Microsoft Excel 2013
Microsoft Excel 2016
Microsoft OneDrive
Microsoft OneNote 2013
Microsoft OneNote 2016
Microsoft Outlook 2010
Microsoft Outlook 2013
Microsoft Outlook 2016
Microsoft PowerPoint 2010
Microsoft PowerPoint 2013
Microsoft PowerPoint 2016
Microsoft Skype for Business 2016
Microsoft Word 2010
Microsoft Word 2013
Microsoft Word 2016

Safe Work Practices and Job Procedures

Safe Work Practices – Classrooms & Offices
Safe Work Practices – Electricians
Safe Work Practices – Food Services
Safe Work Practices – General Trades
Safe Work Practices – Glaziers
Safe Work Practices – Plasterers
Safe Work Practices – Roofers
Safe Work Practices – Science Labs
Safe Work Practices – Transportation
Safe Work Practices – Warehouse

School Nurse Safety

Bloodborne Pathogens for Healthcare Workers
Concussions: Heads Up to Clinicians
Latex Allergy
Personal Protective Equipment for Healthcare Workers
School Nurse - Roles and Responsibilities in the School Setting
TB Protection for Healthcare Workers

State-Specific

Asbestos Awareness
Back Injury Prevention and Ergonomics
Backs and Bums: Applying Basic Ergonomics
Bloodborne Pathogens for School Employees
Bullying and Harassment
Chemical Safety
Child Abuse Reporting
Chlorine Safety
Compressed Gas Safety
Confined Space
Confined Space - Entry Level
CPR & Heimlich
Defensive Driving
Electrical Safety
Emergency Response
Ergonomics and Back Protection for Operations
Ethics
Excavation, Trenching, and Shoring Safety
Fall Protection
Fire Safety
First Aid
Freedom of Information and Protection of Privacy
Hand and Power Tool Safety
Hazard Assessment and Control
Hazard Communication
Health and Safety Management Systems
Hearing Conservation
Heat and Cold Stress
Hot Work Safety
Impairment and Workplace Health and Safety
Incident Investigation
Laboratory Safety
Ladder Safety
Lead Awareness
Lockout / Tagout
Machine Guarding
Medication Administration in Schools
Mobile Equipment Pre-Start Checks
Noise and Hearing Protection
Occupational Health and Safety Legislation Awareness
Overhead Crane Safety
Personal Protective Equipment
Process Chemical Safety
Recognizing Workplace Hazards - See It Again for The First Time
Respiratory Protection
Road Rage and Positive Attitude
Scaffold and Aerial Lift Safety
Sexual Harassment for Supervisors (AB 1825)
Shiftwork and Fatigue
Student Management
The California Healthy Schools Act of 2000
Winter Driving and Adverse Driving Conditions
Working Alone
Working at Heights
Workplace Health and Safety for Schools

Student Behavior, Intervention and Support

Developing a Comprehensive Behavior Management System
Developing a Comprehensive Behavior Management Plan
Disruptive and Noncompliant Behaviors - The Acting Out Cycle
Disruptive and Noncompliant Behaviors - Behavioral Interventions
Functional Behavior Assessment - Creating a Plan for Problem Behavior
Gang Awareness
Positive Youth Development
Pre-Referral Process - Supporting Students with Academic and Behavioral Concerns
Self-Regulation - Helping Students Stay on Task
Teaching Children with ADHD - Academic Interventions
Teaching Children with ADHD - Behavioral Interventions

Student Safety, Wellness & Social Responsibility

AIDS Awareness
Anaphylaxis Awareness and Response
Asthma Awareness and Response
Bed Bugs
Building Safe and Supportive School Environments
Bullying - Beat Bullying (Video for Students)
Bullying - Tell Someone (Video for Students)
Bullying - The ABCs of Bullying
Bullying Prevention
Bullying Prevention - Administrators
Bullying Prevention - Basics for Educators
Caring for Student with Diabetes: Training Confirmation for Designated Diabetes Personnel
Caring for Student with Diabetes: Training for Designated Diabetes Personnel
Caring for Student with Diabetes: Training for General Faculty and Staff
Child Abuse Prevention
Chronic Health Conditions
Communicable Diseases: Prevention and Control
Concussion in Schools – Return to Learn
Concussion in Sports
Concussion in Sports - A Guide for Coaches
Concussion in Youth Sports - Heads Up
Concussions: Heads Up to Clinicians
Depression in Students
Disability Rights Laws: IDEA, Section 504 and Title II
Discriminatory Harassment -- Identification and Response
First-Aid, Health and Safety
Fundamentals of Coaching
Head Lice
Heat Illness Prevention for Student Athletics
Homeless Education - Providing Equal Access: Enrolling Children and Youth Experiencing Homelessness
Homeless Education - Serving Homeless Students under Title I, Part A (for Administrators)
Homeless Education - Serving Homeless Students under McKinney-Vento

Continued

Student Safety, Wellness & Social Responsibility

Human Trafficking
Managing Food Allergies
Medication Administration in Schools
Online Safety: Sexting, Cyberbullying, Predators and Explicit Content
Opioid Awareness, Prevention, and Emergency Response
Playground Inspection and Maintenance
Playground Safety and Supervision
Positive Youth Development
Preventing the Spread of Germs in Schools
Prevention of Mental, Emotional and Behavioral Disorders in Students
Recognizing Eating Disorders
Restraint and Seclusion
School Crossing Guard Safety
Seizures
Self-Injury and Suicide Prevention
Sexual Misconduct - Staff to Student
Steroids and Supplements: Use, Abuse, and Prevention Strategies
Student Medical Emergencies
Student Privacy Rights (FERPA)
Substance Abuse Prevention
Sudden Cardiac Arrest
Suicide Prevention and Response
Suicide Prevention (Jason Flatt Act) - 2-Hour Course
Teaching Strategies: Addressing Student Diversity
Teen Dating Violence
Violence Prevention in Schools
Violence Prevention Using Threat Assessments

The WORKS How-To

Employee Accident and Exposure Incident Reporting
Getting a Safety Data Sheet (SDS) - Basic
Getting a Safety Data Sheet (SDS) - Advanced
Reporting a Hazard
Staff Misconduct Reporting
Student Accident and Exposure Incident Reporting
Submitting a Service Request
Submitting a Student Behavior Report
Submitting a Work Request

Workplace Safety & Regulatory Compliance

Aerial and Scissor Lift Safety
Asbestos 2-Hour Training (Confirmation)
Asbestos 2-Hour: Module 1 - All About Asbestos
Asbestos 2 Hour: Module 2 - Safe and Effective Work Practices
Asbestos 2-Hour Module 3 - Operation & Maintenance Programs
Asbestos 2-Hour Module 4 - District Information
Asbestos Hazard Awareness
Back Injury Prevention and Ergonomics
Back Injury Prevention and Ergonomics for Custodians and Maintenance
Behavior-Based Safety
Bleacher Inspection
Bleacher Operation (Telescopic)
Bloodborne Pathogens for School Employees
Bloodborne Pathogens for School Employees (Refresher)
Cardiopulmonary Resuscitation (CPR)
Cardiopulmonary Resuscitation (CPR) – Hands Only
Chemical Safety
Chlorine Safety
Cold Stress
Compressed Gas Safety
Confined Space - Entry Level
Confined Space - Permit Required
Criticality Safety
Driver Safety
Electrical Safety
Electrical Safety Work Practices and Standards
Emergency Response
Environmental Management
Excavation, Trenching, and Shoring Safety
Fall Protection
Fire Safety
First Aid
First Aid - Choking
Flammable Liquid Safety
Flu Pandemic Preparation (for Administration)
Flu Prevention
Forklift Lesson 1 - Fundamentals
Forklift Lesson 2 - Stability and Capacity
Forklift Lesson 3 - Load Handling
Forklift Lesson 4 - Safe Driving Practices
Forklift Lesson 5 - Safety Standards
Forklift Lesson 6 - Inspection & Maintenance
Formaldehyde Safety
Hand and Power Tool Safety
Hand Safety
Hazard Communication for School Employees
Hazardous Waste Management
Hearing Conservation
Heat-Illness Awareness
Heat-Illness Prevention
Heat and Cold Stress
Heat Stress
Heimlich Maneuver
Heimlich Maneuver Demonstration (Confirmation)
Hepatitis B Vaccine Consent / Waiver / Request
Hot Work Safety
Incident Investigation
Indoor Air Quality
Integrated Pest Management
Kiln Safety
Laboratory Safety
Ladder Safety
Lawnmower Safety
Lead Awareness
Lead-based Paint Renovation, Repair and Painting Program
Lockout / Tagout (Authorized Employees)
Lockout / Tagout Awareness
Machine Guarding
Overhead Crane Safety
Personal Protective Equipment
Process Chemical Safety
Proper Lifting of Students
Radio Communications
Respiratory Protection
Safe Use of Pesticides
Safety Audits
Scaffold and Aerial Lift Safety
Slips, Trips, and Falls Prevention
Slips, Trips and Falls Prevention for Operations
Tornado Safety
Traffic Control (Flagger)
Transportation - Loading and Unloading Students with Disabilities
Transportation - Public Relations
Transportation - Safe Driving
Transportation - School Bus Emergency Evacuation
Transportation - School Bus Inspection

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-- 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  1-JUL-2019 11:58:46.72
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Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
001 0000 GENERAL FUND:								
15,443,472.15	2,034,624.48	51,556,286.36	7,851,613.85	50,686,844.29	16,312,914.22	935,951.07	15,376,963.15	
001 9001 GENERAL FUND: ADVERTISING /FACILITIES ACCOUNT								
41,240.58	1,217.00	16,697.52	0.00	24,561.50	33,376.60	630.00	32,746.60	
001 9002 GENERAL FUND: FOOD SERV. DONATIONS								
284.27-	210.75	1,083.52	2,722.03	2,722.03	1,922.78-	0.00	1,922.78-	
TOTAL FOR Fund 001 - GENERAL:								
15,484,428.46	2,036,052.23	51,574,067.40	7,854,335.88	50,714,127.82	16,344,368.04	936,581.07	15,407,786.97	
002 0000 BOND RETIREMENT SERIES 98,99,00 ISSUES								
2,796,486.28	0.00	2,326,010.91	0.00	2,430,018.07	2,692,479.12	0.00	2,692,479.12	
002 9300 BOND RETIRE LIBRARY 2001								
483,926.63	0.00	363,428.92	0.00	396,529.33	450,826.22	0.00	450,826.22	
002 9400 BOND RETIRE: 2008 BONDS ($65,650,000)								
2,140,202.57	0.00	27,202,276.66	0.00	26,571,877.25	2,770,601.98	0.00	2,770,601.98	
TOTAL FOR Fund 002 - BOND RETIREMENT:								
5,420,615.48	0.00	29,891,716.49	0.00	29,398,424.65	5,913,907.32	0.00	5,913,907.32	
003 900C COMMUNITY CENTER ENTERPRISE FUND								
155,292.30	0.00	37,345.58	15,039.00	26,330.00	166,307.88	425.75	165,882.13	
003 900S SUMMA HOSPITAL ENTERPRISE FUND								
38,347.62	0.00	7,149.40	0.00	4,956.00	40,541.02	0.00	40,541.02	
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:								
193,639.92	0.00	44,494.98	15,039.00	31,286.00	206,848.90	425.75	206,423.15	
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	3,804,678.16	3,804,678.16	0.00	4,063,800.33	2,108,758.76	7,381.88	2,101,376.88	
TOTAL FOR Fund 004 - BUILDING:								
268,205.36	3,804,678.16	3,804,678.16	0.00	4,065,501.64	7,381.88	7,381.88	0.00	
006 0000 FOOD SERVICES								
968,292.90	28,405.19	816,669.51	82,340.89	878,125.33	906,837.08	4,135.95	902,701.13	
006 9001 FOOD SERVICE FEDERAL AWARD:								
0.00	57,717.90	387,820.32	60.15	387,820.32	0.00	0.00	0.00	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
TOTAL FOR Fund 006 - FOOD SERVICE:								
968,292.90	86,123.09	1,204,489.83	82,401.04	1,265,945.65	906,837.08	4,135.95	902,701.13	
007 900S SAFETY TOWN FUND								
0.00	0.00	3,685.03	0.00	0.00	3,685.03	0.00	3,685.03	
TOTAL FOR Fund 007 - SPECIAL TRUST:								
0.00	0.00	3,685.03	0.00	0.00	3,685.03	0.00	3,685.03	
009 0000 UNIFORM SCHOOL SUPPLIES FUND								
22,490.88	125.00	59,696.10	264.21	63,238.48	18,948.50	9,384.00	9,564.50	
TOTAL FOR Fund 009 - UNIFORM SCHOOL SUPPLIES:								
22,490.88	125.00	59,696.10	264.21	63,238.48	18,948.50	9,384.00	9,564.50	
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	20,000.34	20,000.34	15,301.70	142,023.68	1,696.69	2,955.58	1,258.89-	
011 9001 C.T. CUSTOMER SERV AUTOMOTIVES								
0.00	0.00	10,765.13	868.22-	11,356.39	591.26-	0.00	591.26-	
011 9002 C.T. CUSTOMER SERV JR CARPENTRY								
0.00	0.00	23,920.19	0.00	22,070.04	1,850.15	0.00	1,850.15	
TOTAL FOR Fund 011 - ROTARY-SPECIAL SERVICES:								
123,720.03	20,000.34	54,685.66	14,433.48	175,450.11	2,955.58	2,955.58	0.00	
013 900C COMMUNITY CENTER/WHS OPERATING FUND								
24,075.69	0.00	40,131.03	7,988.00	37,079.79	27,126.93	15,415.33	11,711.60	
TOTAL FOR Fund 013 - RECREATION:								
24,075.69	0.00	40,131.03	7,988.00	37,079.79	27,126.93	15,415.33	11,711.60	
014 0000 FOUR CITIES CAREER TECH COMPACT FUND								
106,698.88	56,750.56	232,703.28	8,347.16	230,784.94	108,617.22	11,707.10	96,910.12	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
014 9001 FOUR CITIES: FIRST PROGRAM (NORTON)								
0.01	169,218.92	169,218.92	169,218.96	169,218.96	0.03-	0.00	0.03-	
TOTAL FOR Fund 014 - ROTARY-INTERNAL SERVICES:								
106,698.89	225,969.48	401,922.20	177,566.12	400,003.90	108,617.19	11,707.10	96,910.09	
018 973C FOUR CITY CTA COMPACT DIRECTORS FUND								
2.31	0.00	598.00	0.00	598.00	2.31	0.00	2.31	
018 974A CENTRAL OFFICE ADMINISTRATORS FUND								
4,672.89	0.00	3,240.27	222.60-	282.68	7,630.48	257.34	7,373.14	
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	368.75	10,848.14	506.82	9,019.63	16,938.39	9,166.58	7,771.81	
018 974T TRANSPORTATION 018 ACCOUNT								
1,351.16	0.00	1,032.08	0.00	382.65	2,000.59	300.00	1,700.59	
018 975F FRANKLIN SCHOOL PRINCIPAL'S FUND								
4,092.61	178.50	27,300.10	4,107.74	25,625.18	5,767.53	2,947.03	2,820.50	
018 976I ISHAM SCHOOL PRINCIPAL'S FUND								
2,765.75	50.25	28,572.84	3,018.30	28,870.89	2,467.70	772.54	1,695.16	
018 977L LINCOLN SCHOOL PRINCIPAL'S FUND								
10,090.46	18.25	8,700.32	240.00	7,795.81	10,994.97	2,120.65	8,874.32	
018 978O OVERLOOK SCHOOL PRINCIPAL'S FUND								
7,023.56	0.00	11,501.17	737.45	17,446.84	1,077.89	907.20	170.69	
018 979V VALLEY VIEW PRINCIPAL'S FUND								
7,132.28	41.00	10,135.57	80.52	11,404.26	5,863.59	760.62	5,102.97	
018 980D WMS: DOLLARS FOR DENIM PAY IT FORWARD								
482.66	120.00-	640.00	0.00	331.44	791.22	170.93	620.29	
018 980M WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND								
2,494.02	900.00	24,113.77	244.88	23,605.57	3,002.22	1,992.42	1,009.80	
018 981D WHS: DOLLARS FOR DENIM PAY IT FORWARD								
1,864.04	0.00	2,369.00	0.00	3,098.98	1,134.06	0.00	1,134.06	
018 981H HIGH SCHOOL PRINCIPAL'S FUND								
432.74-	0.00	29,944.12	1,564.84	25,906.18	3,605.20	2,293.42	1,311.78	

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 018 - PUBLIC SCHOOL SUPPORT:								
62,717.38	1,436.75	158,995.38	10,277.95	154,368.11	67,344.65	21,688.73	45,655.92	
019 901G WGCF: MINDFUL MUSIC CLOONON 2019								
0.00	0.00	850.00	0.00	0.00	850.00	0.00	850.00	
019 9024 TECH PREP: FIRE, ATH/HLTH TRAINING, NURSING								
1,177.51	0.00	0.00	0.00	1,177.51	0.00	0.00	0.00	
019 902G WGCF: WORKBENCH/TOOLKIT CROOKES 2019								
0.00	0.00	114.52	0.00	0.00	114.52	0.00	114.52	
019 903G WGCF: GRAPH CALC WHS MATH 2019								
0.00	0.00	4,106.61	4,106.61	4,106.61	0.00	0.00	0.00	
019 904G WGCF: SUMMER READING SCHMELTZER 2019								
0.00	0.00	2,000.00	180.00	180.00	1,820.00	221.00	1,599.00	
019 905G WGCF: FLEX SEATNG LINN 2019								
0.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	
019 9090 DOLLAR GENERAL SUMMER READING GRANT 2019								
0.00	0.00	2,000.00	0.00	0.00	2,000.00	637.75	1,362.25	
019 9101 MHJ GRANT:C. JOHNSON READING STRATEGIES THAT								
349.22	0.00	0.00	0.00	0.00	349.22	0.00	349.22	
019 9104 GPD STEM GRANT: JESSICA CHADA FRANKLIN								
0.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	
019 9106 LUKE ENG GRANT: MAKERS SPACE V.V.								
1,191.36	0.00	3,150.00	0.00	495.87	3,845.49	181.32	3,664.17	
019 9107 MHJ GRANT: STEM CAMP								
245.00-	0.00	9,247.04	0.00	9,002.04	0.00	0.00	0.00	
019 9108 STEM CAMP LOCAL GRANTS / DONATIONS								
34,599.00	11,585.00	25,781.10	859.00	45,979.10	14,401.00	3,406.00	10,995.00	
019 9114 BELIEVE IN OHIO GRANT WHS (FY2016)								
636.12	0.00	100.00	0.00	317.68	418.44	46.57	371.87	
019 9131 DEPARTMENT OF NATURAL RESOURCE - GRANT								
500.00	0.00	0.00	26.17	500.00	0.00	0.00	0.00	
019 918M MCDAC FY 2018 GRANT								
5,773.21	0.00	0.00	0.00	5,773.21	0.00	0.00	0.00	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
019 919M MCDAC GRANT FY 2019								
0.00	0.00	76,000.00	19,345.76	76,000.00	0.00	0.00	0.00	
019 9202 SPECIAL ED WORKFORCE: SCHROCK FY 2012								
1,810.68	0.00	0.00	0.00	0.00	1,810.68	1,199.00	611.68	
019 9226 GPD GRANT: V.V SENSORY ROOM - HASSINGER 2019								
0.00	0.00	1,500.00	0.00	1,500.00	0.00	0.00	0.00	
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	0.00	10,203.46	19,546.54	235.72	19,310.82	
019 9404 TECH PREP: NETWORKING TECHNOLOGY								
2,835.34	0.00	0.00	535.43	2,251.82	583.52	0.00	583.52	
019 9407 TECH PREP: ATHLETIC, HEALTH CARE GRANT								
5,653.10	0.00	0.00	0.00	5,653.10	0.00	0.00	0.00	
019 9501 WMS PRINCIPALS GROUP: JACKSON								
2,256.07	0.00	1,125.00	595.50	2,368.67	1,012.40	845.30	167.10	
019 9604 TECH PREP: FY06 AUTOMOTIVE TECH PREP								
2,435.00	0.00	0.00	400.91-	2,435.00	0.00	0.00	0.00	
019 9605 TECH PREP: FY06 WEB PROGRAMING TECH PREP								
1,127.68	0.00	0.00	0.00	1,127.68	0.00	0.00	0.00	
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	8,000.00	3,742.00	11,265.00	141.12-	0.00	141.12-	
019 9806 TECH PREP: FY08 MARKETING WADSWORTH								
1,004.49	0.00	0.00	134.52-	1,004.49	0.00	0.00	0.00	
019 9901 TECH PREP: FY09 J VANKIRK COMPUTER TRAINING								
383.08	0.00	0.00	0.00	383.08	0.00	0.00	0.00	
TOTAL FOR Fund 019 - OTHER GRANT:								
99,921.03	11,585.00	135,974.27	28,855.04	181,724.32	54,170.98	6,772.66	47,398.32	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
020 0000 BEAR CUB ACADEMY								
58,711.36	3,481.86	259,119.76	16,909.95	250,146.84	67,684.28	0.00	67,684.28	
TOTAL FOR Fund 020 - SPECIAL ENTERPRISE FUND:								
58,711.36	3,481.86	259,119.76	16,909.95	250,146.84	67,684.28	0.00	67,684.28	
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	10,000.00	0.00	6,742.10	13,168.49	1,965.00	11,203.49	
022 9091 L & J FUND: FIELD TRIP FUND								
7,720.56	0.00	7,720.56-	0.00	0.00	0.00	0.00	0.00	
022 9512 OHSAA TOURNAMENT: BOYS BASKETBALL								
134.51	0.00	1,579.00	185.31	1,713.51	0.00	0.00	0.00	
022 9513 OHSAA TOURNAMENT: BOYS SOCCER								
1,432.52	0.00	738.00	1,476.63	2,170.52	0.00	0.00	0.00	
022 9516 OHSAA TOURNAMENT: FOOTBALL								
91.12	0.00	17,159.00	155.20	17,250.12	0.00	0.00	0.00	
022 9517 OHSAA TOURNAMENT: BOYS LACROSSE								
0.00	721.00-	0.00	0.00	0.00	0.00	0.00	0.00	
022 9528 OHSAA TOURNAMENT: WRESTLING								
972.02	0.00	6,078.45	1,019.57	7,050.47	0.00	0.00	0.00	
022 9532 OHSAA TOURNAMENT: GIRLS BASKETBALL								
108.94	1,117.00	1,117.00	125.49	1,225.94	0.00	0.00	0.00	
022 9533 OHSAA TOURNAMENT: GIRLS SOCCER								
496.97-	1,117.00-	1,476.00	452.89-	979.03	0.00	0.00	0.00	
022 9536 OHSAA TOURNAMENT: GIRLS LACROSSE								
45.36	721.00	721.00	358.97	766.36	0.00	0.00	0.00	
022 974C L&J FUND CIS FIELDTRIPS								
0.00	0.00	828.43	0.00	0.00	828.43	0.00	828.43	
022 975F L&J FUND FRANKLIN FIELDTRIPS								
0.00	0.00	89.46	83.48-	89.46	0.00	0.00	0.00	
022 976I L&J FUND ISHAM FIELDTRIPS								
0.00	0.00	2,007.43	0.00	2,007.43	0.00	0.00	0.00	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
022 977L L&J FUND LINCOLN FIELDTRIPS								
0.00	0.00	4,795.24	0.00	1,750.00	3,045.24	0.00	3,045.24	
022 978O L&J FUND OVERLOOK FIELDTRIPS								
0.00	0.00	5,210.00	4,326.21	4,536.21	673.79	0.00	673.79	
022 979V L&J FUND VALLEY VIEW FIELDTRIPS								
0.00	0.00	5,000.00	0.00	1,341.79	3,658.21	231.00	3,427.21	
TOTAL FOR Fund 022 - DISTRICT AGENCY:								
19,980.64	0.00	49,078.45	7,111.01	47,622.94	21,436.15	2,196.00	19,240.15	
024 0000 WCSD EMPLOYEE BENEFITS INSURANCE FUND								
61,980.03	17,254.78	225,116.72	5,586.36	248,360.64	38,736.11	26,012.47	12,723.64	
TOTAL FOR Fund 024 - EMPLOYEE BENEFITS SELF INS.:								
61,980.03	17,254.78	225,116.72	5,586.36	248,360.64	38,736.11	26,012.47	12,723.64	
029 0000 FRANK H. CLOSE SCHOLARSHIP FUND								
185.04	4.05	4.05	0.00	0.00	189.09	0.00	189.09	
029 9001 BERNADINE H. KOVALCHIN SCHOLARSHIP FUND								
37,540.28	808.32	808.32	0.00	4,500.00	33,848.60	3,000.00	30,848.60	
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	186.78	16,186.78	0.00	8,640.00	15,750.07	1,482.00	14,268.07	
029 9006 MACKEY SCHOLARSHIP								
22,163.46	482.18	482.18	0.00	1,200.00	21,445.64	0.00	21,445.64	
029 9007 DANIEL VAN AUKEN SCHOLARSHIP FUND								
24,741.61	530.81	530.81	0.00	1,194.59	24,077.83	121.08	23,956.75	
029 9008 DAVID SLADKY SCHOLARSHIP FUND								
8,589.62	194.55	694.55	0.00	2,000.00	7,284.17	0.00	7,284.17	
029 9009 GEORGE ZITO SCHOLARSHIP								
2,355.00	0.00	45.00	0.00	2,400.00	0.00	0.00	0.00	
TOTAL FOR Fund 029 - EDUCATION FOUNDATION FUND:								
103,779.96	2,206.69	18,751.69	0.00	19,934.59	102,597.06	4,603.08	97,993.98	
034 0000 CLASSROOM FACILITIES MAINTENANCE FUND								
2,177,441.50	15,721.89	356,504.89	2,045.00	140,932.47	2,393,013.92	182,809.00	2,210,204.92	

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 034 - CLASSROOM FACILITIES MAINT.:								
2,177,441.50	15,721.89	356,504.89	2,045.00	140,932.47	2,393,013.92	182,809.00	2,210,204.92	
071 0000 SALES TAX: PERM. IMPROVEMENTS FUND								
2,518,108.11	0.00	1,946,532.59	518,980.00	2,061,622.21	2,403,018.49	66,651.50	2,336,366.99	
TOTAL FOR Fund 071 - CAPITAL GRANTS:								
2,518,108.11	0.00	1,946,532.59	518,980.00	2,061,622.21	2,403,018.49	66,651.50	2,336,366.99	
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	65.00	5.99	
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	340.00	763.93	0.00	763.93	
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-	

Fund #	Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
200	917H H.S. SCIENCE CLUB	309.68	0.00	0.00	0.00	0.00	309.68	0.00	309.68	
200	917W CLASS OF 2017	1,934.44	0.00	0.00	0.00	0.00	1,934.44	0.00	1,934.44	
200	918H ACADEMIC CHALLENGE	938.47	0.00	2,500.00	0.00	1,476.64	1,961.83	0.00	1,961.83	
200	918W CLASS OF 2018	1,895.69	0.00	150.00	0.00	376.61	1,669.08	0.00	1,669.08	
200	919H SPEECH AND DEBATE TEAM	1,933.33-	2,275.00	21,352.88	792.61	19,082.17	337.38	7,072.55	6,735.17-	
200	919W CLASS OF 2019	1,717.90	0.00	26,406.60	129.95	24,928.93	3,195.57	28.00	3,167.57	
200	920H N. H. S.	198.68-	0.00	2,956.10	0.00	1,958.77	798.65	35.00	763.65	
200	920W CLASS OF 2020	1,477.75	0.00	10,996.00	0.00	8,812.00	3,661.75	1,000.00	2,661.75	
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	45.00	0.00	0.00	1,370.38	0.00	1,370.38	
200	923H INTERNATIONAL CLUB (FOREIGN LANGUAGES)	5,473.81	0.00	665.00	563.35	902.51	5,236.30	0.00	5,236.30	
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	4,460.00	592.24	6,423.16	1,515.71	0.00	1,515.71	
200	924H STUDENT COUNCIL	13,599.29	0.00	19,397.00	707.12	19,804.96	13,191.33	1,150.94	12,040.39	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
200 924I ISHAM STUDENT COUNCIL								
529.79	0.00	410.00	0.00	395.00	544.79	0.00	544.79	
200 924M WADSWORTH MIDDLE STUDENT COUNCIL								
575.12	0.00	682.00	271.86	571.86	685.26	96.00	589.26	
200 926H D. E. C. A.								
1,174.58	0.00	9,961.01	0.00	5,161.05	5,974.54	0.00	5,974.54	
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	0.00	1,822.95	0.00	1,340.50	482.45	0.00	482.45	
200 931H MEDIA COMMUNICATIONS WHS								
566.76	0.00	0.00	0.00	0.00	566.76	0.00	566.76	
200 932H WHS SPECRUM CLUB								
0.00	0.00	50.00	0.00	50.00	0.00	0.00	0.00	
200 945H AUTOMOTIVES								
617.50	0.00	1,045.37	0.00	545.00	1,117.87	0.00	1,117.87	
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	0.00	11,634.80	0.00	7,612.40	11,373.71	0.00	11,373.71	
TOTAL FOR Fund 200 - STUDENT MANAGED ACTIVITY:								
46,574.07	2,275.00	114,534.71	3,057.13	99,781.56	61,327.22	9,447.49	51,879.73	
300 0000 WHS ATHLETICS								
31,308.40-	3,278.91	202,895.28	1,420.96	191,548.55	19,961.67-	1,902.30	21,863.97-	
300 900A WHS ATHLETICS: BENEFIT GAMES/COMM SERVICE								
0.95	0.00	6,002.50	0.00	6,002.50	0.95	0.00	0.95	
300 900H WHS BAND UNIFORM REPLACEMENT								
69,993.49	816.09	47,242.09	0.00	114,859.25	2,376.33	0.00	2,376.33	
300 900R WHS ATHLETICS-ROTARY								
1,108.84-	875.00	53,702.32	3,825.00	53,936.68	1,343.20-	0.00	1,343.20-	
300 902H WHS JOURNALISM / BRUIN FUND								
4,652.51	0.00	9,863.50	0.00	6,771.16	7,744.85	1,000.00	6,744.85	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
300 910H WHS DRAMA FUND								
12,052.86	0.00	35,533.00	433.83	27,853.56	19,732.30	513.36	19,218.94	
300 911M WMS FISHING CLUB								
157.36	0.00	0.00	0.00	61.94	95.42	88.06	7.36	
300 917H WHS MUSIC-INSTRUMENTAL								
1,476.97	0.00	500.00	0.00	848.00	1,128.97	0.00	1,128.97	
300 918H WHS MUSIC-VOCAL GENERAL CHOIR								
5,363.30	575.00	67,525.45	1,120.11	64,141.27	8,747.48	5,419.35	3,328.13	
300 918M WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT								
2,298.56-	0.00	53,746.01	1,752.71	49,886.93	1,560.52	2,747.29	1,186.77-	
300 918S WHS SHOW CHOIR								
1,715.88	0.00	12,081.95	0.00	3,939.75	9,858.08	0.00	9,858.08	
300 950M ATHLETICS: WMS "CAMP" ACCOUNT ALL SPORTS								
827.00	0.00	0.00	0.00	516.37	310.63	0.00	310.63	
300 9511 ATHLETIC CAMPS: BASEBALL								
4,382.24	2,960.00	7,679.00	3,062.00	9,734.70	2,326.54	0.00	2,326.54	
300 9512 ATHLETIC CAMPS: BOYS BASKETBALL								
10,315.91	390.00	17,487.50	4,297.00	21,534.39	6,269.02	275.61	5,993.41	
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	5,372.50	87,304.00	32,744.47	92,603.83	17,107.77	1,738.20	15,369.57	
300 9523 ATHLETIC CAMPS: CROSS COUNTRY								
1,025.65	0.00	0.00	0.00	343.06	682.59	0.00	682.59	
300 9528 ATHLETIC CAMPS: WRESTLING								
1,884.20-	0.00	3,827.00	0.00	4,566.49	2,623.69-	0.00	2,623.69-	
300 9532 ATHLETIC CAMPS: GIRLS BASKETBALL								
21,130.92	2,435.00	17,593.50	8,214.31	17,811.99	20,912.43	3,761.60	17,150.83	
300 9534 ATHLETIC CAMPS: SOFTBALL CAMP								
741.78	0.00	790.00	0.00	1,162.00	369.78	0.00	369.78	
300 9535 ATHLETIC CAMPS: VOLLEYBALL								
7,577.29	3,680.00	5,812.50	0.00	5,231.98	8,157.81	0.00	8,157.81	

Fund # Fund Description Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
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	645.00	5,522.00	600.00	3,227.95	6,716.57	0.00	6,716.57	
300 9553 ATHLETIC CAMPS: CHERLEADING								
11,058.68	8,525.00	11,703.00	0.00	9,232.43	13,529.25	4,772.40	8,756.85	
300 9555 ATHLETIC CAMPS: WMS CHEER								
3,322.82	2,363.00	2,363.00	1,064.40	3,182.36	2,503.46	0.00	2,503.46	
300 988H WHS YEARBOOK/WHISPERER FUND								
20,959.12	0.00	6,844.00	0.00	7,261.61	20,541.51	7,000.00	13,541.51	
TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:								
168,279.85	31,915.50	656,029.60	58,534.79	696,258.75	128,050.70	29,218.17	98,832.53	
401 9018 AUX SERVICES FY 2018 SACRED HEART								
2,776.69	0.00	0.00	0.00	2,776.69	0.00	0.00	0.00	
401 9019 AUX SERVICES FY19: SACRED HEART								
0.00	738.14	237,099.91	31,952.83	220,832.05	16,267.86	12,544.30	3,723.56	
TOTAL FOR Fund 401 - AUXILIARY SERVICES:								
2,776.69	738.14	237,099.91	31,952.83	223,608.74	16,267.86	12,544.30	3,723.56	
451 9019 ONENET: FY19								
0.00	0.00	14,400.00	14,400.00	14,400.00	0.00	0.00	0.00	
TOTAL FOR Fund 451 - DATA COMMUNICATION FUND:								
0.00	0.00	14,400.00	14,400.00	14,400.00	0.00	0.00	0.00	
499 9017 OHIO CAREER COUNSELING GRANT: FY2017								
27,857.51	0.00	0.00	111.28	4,226.30	23,631.21	2,806.12	20,825.09	
499 9018 SECONDARY TRANSITION STUDENT W/ DISABILITIES								
0.00	0.00	1,972.00	0.00	1,972.00	0.00	0.00	0.00	
499 919C OH SCHOOL SAFETY GRANT: 4 CITIES FY19								
0.00	0.00	2,591.88	1,341.88	2,591.88	0.00	0.00	0.00	
499 919W OH SCHOOL SAFETY GRANT: WADSWORTH CSD FY19								
0.00	0.00	25,882.65	5,992.65	25,882.65	0.00	0.00	0.00	
TOTAL FOR Fund 499 - MISCELLANEOUS STATE GRANT FUN								
27,857.51	0.00	30,446.53	7,445.81	34,672.83	23,631.21	2,806.12	20,825.09	

Fund # Fund Description	Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance	Bank Code
516 9018 IDEA-B FED GRANT FY 2018	5,297.58	0.00	86,961.79	0.00	92,259.37	0.00	0.00	0.00	
516 9019 IDEA-B FED GRANT FY 2019	0.00	215,571.46	781,517.69	68,259.92	766,812.91	14,704.78	3,784.00	10,920.78	
516 919R IDEA-B RESTORATION GRANT FY2019	0.00	21,704.70	100,333.26	10,880.54	111,254.04	10,920.78-	0.00	10,920.78-	
TOTAL FOR Fund 516 - IDEA PART B GRANTS:	5,297.58	237,276.16	968,812.74	79,140.46	970,326.32	3,784.00	3,784.00	0.00	
524 9018 CARL PERKINS FY 2018	0.00	0.00	181,443.28	0.00	181,443.28	0.00	0.00	0.00	
524 9019 CARL PERKINS: FY 2019	0.00	53,188.65	166,367.63	25,140.51	166,367.63	0.00	0.00	0.00	
TOTAL FOR Fund 524 - VOC ED: CARL D. PERKINS - 198	0.00	53,188.65	347,810.91	25,140.51	347,810.91	0.00	0.00	0.00	
572 9018 TITLE I: FY 2018	0.00	0.00	65,734.21	0.00	65,734.21	0.00	0.00	0.00	
572 9019 TITLE ONE FY 2019	0.00	87,393.21	335,938.35	29,582.61	335,938.35	0.00	0.00	0.00	
TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE	0.00	87,393.21	401,672.56	29,582.61	401,672.56	0.00	0.00	0.00	
587 9019 EARLY CHILDHOD PRESCHOOL IDEA FY19	0.00	24,309.12	24,309.12	0.00	24,309.12	0.00	0.00	0.00	
587 919R IDEA- PRESCHOOL RECOVERY GRANT	0.00	12,137.72	12,137.72	0.00	12,137.72	0.00	0.00	0.00	
TOTAL FOR Fund 587 - IDEA PRESCHOOL-HANDICAPPED:	0.00	36,446.84	36,446.84	0.00	36,446.84	0.00	0.00	0.00	
590 9018 IMPRV. TEAC. QUALITY GRANT	1,969.59	0.00	6,240.96	0.00	8,210.55	0.00	0.00	0.00	
590 9019 TITLE II-A SUPP EFF INST FY 19	0.00	24,554.73	85,998.95	5,949.21	82,898.95	3,100.00	3,100.00	0.00	
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:	1,969.59	24,554.73	92,239.91	5,949.21	91,109.50	3,100.00	3,100.00	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
599 9018 IV-A STUDENT SUPPORT GRANT FY18								
0.00	0.00	9,477.45	0.00	9,477.45	0.00	0.00	0.00	
599 9019 IV-A STUDENT SUPPORT GRANT FY19								
0.00	3,277.29	25,700.52	1,380.00	23,623.23	2,077.29	2,077.29	0.00	
TOTAL FOR Fund 599 - MISCELLANEOUS FED. GRANT FUND								
0.00	3,277.29	35,177.97	1,380.00	33,100.68	2,077.29	2,077.29	0.00	
GRAND TOTALS:								
33,335,170.30	6,701,700.79	93,164,312.31	8,998,376.39	92,207,658.43	34,291,824.18	1,375,604.26	32,916,219.92	