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# WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, OCTOBER 14, 2019, 7:00 p.m.

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

## AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Student/Staff Recognition**

### A. October Students of the Month

| <u>Student</u>         | <u>Grade</u> | <u>School</u>                 |
|------------------------|--------------|-------------------------------|
| Callahan Conley        | 04           | Franklin Elementary School    |
| *Paul (P.J.) Grywalski | 04           | Isham Elementary School       |
| Aaron Snyder           | 04           | Lincoln Elementary School     |
| Evangeline Taylor      | 04           | Overlook Elementary School    |
| Ella Hamm              | 04           | Valley View Elementary School |
| Brayden Murphy         | 06           | Central Intermediate School   |
| Martin Stys            | 07           | Wadsworth Middle School       |
| Katie Deeser           | 12           | WHS Career-Technical          |
| Jordon Theders         | 12           | WHS Career-Technical          |
| Halle Shaeffer         | 12           | Wadsworth High School         |
| Brendan Gordon         | 12           | Wadsworth High School         |

\*Isham's Student of the Month will be recognized at the November Board of Education meeting.

### V. Administrative Discussion Items, Presentations, and Updates

- A. Presentation: Wadsworth City School District State Report Card by Michele Evans, Ph.D.
- B. Presentation: Four Cities Compact State Report Card by Roger Wright
- C. 2018-2019 Quality Profile
- D. Wadsworth Middle School Blue Ribbon School Award

### VI. 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) Mackenzie Gardner, Non-teaching employee
  - b) Certified Substitutes, per attached list
  - c) Supplemental contracts, per attached list
  - d) Athletic Contest Workers, per attached list
  - e) Volunteers, per attached list
2. Resignations
- a) Debra Miller, eff. 12/31/2019
  - b) Beth Thomas, eff. 10/30/2019
3. Recommendation to grant unpaid leave under FMLA to Amelia Capotosta, from the end of her allowable sick leave through March 16, 2020
4. Recommendation to amend Alexandra Zwisler's return from unpaid leave date from January 28, 2020 to October 14, 2019
5. Recommendation to rescind previously approved Personnel Consent Item 1. h) from the September 30, 2019 special board of education meeting

#### B. ACTION CONSENT ITEMS

1. Recommendation to accept the following donations:
- a) \$400 from the Wadsworth American Legion No. 170 to Lincoln Elementary School
  - b) \$500 from Franklin Elementary School PTO
  - c) \$1,200 from Lewis Land
  - d) \$2,818.99 from the All Sports Boosters
  - e) Fog machine and fog fluid, valued at \$778.05, from the Drama Boosters
  - f) \$1,250 from the Valley View PTO
2. Recommendation to declare the following students impractical to transport, enabling their parents/guardians to apply for state transportation reimbursement for the 2019-2020 school year:
- a) Dale Highsmith, to Northside Christian Academy, Wadsworth (parent: Katherine Highsmith)
  - b) Tess Highsmith, to Northside Christian Academy, Wadsworth (parent: Katherine Highsmith)
  - c) Calvin Gwinn, to St. Vincent-St. Mary, Akron (parent: Carolyn Grier)
  - d) Brooklyn Grella, to Northside Christian Academy, Wadsworth (parent: Tina Grella)
  - e) Mason Grella, to Northside Christian Academy, Wadsworth (parent: Tina Grella)
  - f) Grant Wolny, to Medina Christian Academy, Medina (parents: Jon and Brooke Wolny)
  - g) Cora Wolny, to Medina Christian Academy, Medina (parents: Jon and Brooke Wolny)
  - h) Autumn Wolny, to Medina Christian Academy, Medina (parents: Jon and Brooke Wolny)

3. Recommendation to approve a Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education
4. Recommendation to bypass a first reading and approve the following Wadsworth City School District Board of Education policies:
  - a) 1310, Employment of the Treasurer (revised)
  - b) 1340, Non-Reemployment of the Treasurer (revised)
  - c) 2431, Interscholastic Athletics (revised)
  - d) 5113.02, School Choice Options (revised)
  - e) 5200, Attendance (revised)
  - f) 5350, Student Mental Health and Suicide Prevention (revised)
  - g) 5460, Graduation Requirements (revised)
  - h) 5512, Use of Tobacco (revised)
  - i) 5610, Removal, Suspension, Expulsion, and Permanent Exclusion of Students (revised)
  - j) 7300, Disposition of Real Property/Personal Property (revised)
  - k) 7440.03, Small Unmanned Aircraft Systems (new)
  - l) 8403, School Resource Officer (new)
  - m) 8462, Student Abuse and Neglect (revised)
  - n) 8500, Food Services (revised)
5. Recommendation to approve the Ohio High School Athletic Association (OHSAA) Tournament Site Availability Agreement
6. Recommendation to approve the Ohio High School Athletic Association (OHSAA) Confirmation of Tournament Site Agreement
7. Recommendation to approve the 2019-2020 roster of the Wadsworth Advisory Committees to the Four Cities Compact

C. PERSONNEL ITEM

1. Recommendation to approve Connie Landis as a volunteer

**VII. Motion for Approval and Signing of Minutes**

**VIII. Items of the Treasurer**

A. ACTION CONSENT ITEMS

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

**IX. Legislative Update**

**X. Floor Items**

**XI. Board Member Items**

**XII. Executive Session**

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

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
  - 1. Appointment
  - 2. Employment ✓
  - 3. Dismissal
  - 4. Discipline
  - 5. Promotion
  - 6. Demotion
  - 7. Compensation
  - 8. Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. Matters required to be kept confidential by federal law or rules or state statutes
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

**NOW, THEREFORE BE IT RESOLVED**, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2 and B 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**  
**October 14, 2019**

**Certified Substitutes**

Paul Trenta, eff. 10/7/2019

Mallory Manning

**Supplemental Contracts**

|                |                                             |
|----------------|---------------------------------------------|
| Dennis Segal   | Boys Lacrosse Asst. Coach (volunteer)       |
| Todd Grice     | Boys Lacrosse Asst. Coach (volunteer)       |
| Mike Swires    | Boys Lacrosse Asst. Coach (volunteer)       |
| Mike Polack    | Boys Lacrosse Asst. Coach (volunteer)       |
| Kevin Evans    | Boys Lacrosse Asst. Coach (volunteer)       |
| Jay Edurese    | Boys Lacrosse Asst. Coach (volunteer)       |
| Dan Pappas     | Boys Lacrosse Asst. Coach (volunteer)       |
| Cody Gordon    | Varsity Asst. Wrestling Coach (volunteer)   |
| Chad Wolfe     | WMS Boys Asst. Basketball Coach (volunteer) |
| Larry Kaufman  | 8th Grade Wrestling Coach                   |
| Jason Joy      | 8th Grade Asst. Wrestling Coach             |
| Jeff Shenker   | 8th Grade Boys Basketball Coach             |
| Greg Pickard   | 8th Grade Girls Basketball Coach            |
| Lindsay Berger | 7th Grade Girls Basketball Coach            |
| Amanda Simmons | 7th Grade Boys Basketball Coach             |

**Athletic Contest Workers**

Tim Yoder, eff. 9/6/2019

## **Volunteers**

|                  |                    |                   |                         |
|------------------|--------------------|-------------------|-------------------------|
| Kelly Archinal   | Kristin Elchico    | Rebecca Liddy     | Angela Puertas          |
| Cynthia Arends   | Suzanne Elliott    | Sam Lizewski      | Julia Ramsier           |
| Stephanie Batey  | Tonya Falkenberg   | Kim Love          | Brian Renner            |
| Jordan Bigler    | Marshall Fernbaugh | Andrea Lovell     | Stacey Renner           |
| Stephanie Blaha  | Amy Fleck          | Marie Lowdermilk  | Lisa Richardson         |
| Courtne Blatter  | Paula Foutz        | Crystal Maag      | Sara Rooks              |
| Bambi Bowser     | Lynette Francis    | Sommer Macko      | Sarah Ross              |
| Michael Bowser   | Heather Gaeckle    | Michael Marano    | Regina Rowell           |
| Crystal Brant    | Mary Galvin        | Tiffany Marano    | Kelly Rudolph           |
| Elise Burton     | Sheila Gambaccini  | Jason Marks       | Courtney Sadler         |
| Kristina Cargill | Amanda Gasser      | Tina Marks        | Nichole Samsa           |
| Pamela Cavanaugh | Kelly Glover       | Pat McCormick     | Amanda Saunders         |
| Christine Chase  | Elizabeth Granger  | Gary McCubbin     | Cathryn (Cadie) Shaffer |
| Daniel Chase     | Eric Granger       | Ruth McCubbin     | Jerri Shultz            |
| Charles Cline    | Holly Haigh        | Cheryl Mehl       | Kristen Shurance        |
| Katie Cool       | Ariel Hakim        | Brooke Meisterics | Melanie Sindelar        |
| Crystal Cooper   | Amanda Harp        | Barbara Micucci   | Diane Smith             |
| Joshua Cooper    | Audrey Harris      | Kimberly Milford  | Katlyn (Kate) Smith     |
| Katie Craig      | Jacob Harris       | Kristen Miller    | Jennifer Stallard       |
| Justin Craig     | Gail Hartzler      | Lisa Moore        | Angela Stoner           |
| Andrew Dahlem    | Karen Hiler        | *Tennis Mumaw     | Sharon Tapolcsanyi      |
| Sherri Dahlem    | Sheena Huffman     | Jill Munyon       | Ola Thuestad            |
| Hester Dailey    | Rachel Jelar       | Nancy Neville     | Betsy Virkler           |
| Ashley Danecki   | Kim Johnson        | Carrie Nolin      | Melinda Wagner          |
| Nicole Davis     | Cheree Johnston    | Jen Noll          | Beth Watson             |
| Stephanie Davis  | Bethany Kavanagh   | Liz Olszewski     | *Janelle Wertz          |
| *David Dawson    | Brenda Kibe        | Nikki Oplinger    | Julie Weyand            |
| *Michelle Dawson | Krista Kidney      | Peggy Orr         | Christine Widrig        |
| Dana Day         | Brittani Kinnan    | Sharon Orr        | James Widrig            |
| Jennifer Dee     | Judy King          | Christine Palmer  | Rebecca Williams        |
| Michael Dente    | Lauren Klancer     | Sarah Patterson   | Rebecca Wilson          |
| Amy Dietz        | Karen Kriss        | Laura Perkins     | Peggy Wood              |
| Amy Dooley       | Deborah Lane       | Beth Poling       | Michelle Wooley         |
| *Amanda Duncan   | Colleen Lazzaretti | Barb Porter       | Rita Youngblood         |
|                  |                    |                   | Lisa Yund               |

\*effective 9/26/2019

**WADSWORTH CITY SCHOOL DISTRICT  
BOARD OF EDUCATION  
Regular Stated Meeting  
October 14, 2019**

**Agenda Detail Sheet**

**V. Administrative Discussion Items, Presentations, and Updates**

**C. Quality Profile:** The 2018-2019 Wadsworth City School District Quality Profile can be viewed by clicking [here](#).

**D. Wadsworth Middle School Blue Ribbon School Award:** Congratulations to Eric Jackson, Dave Ryder, and the staff and students of Wadsworth Middle School on being named a Blue Ribbon School by United States Secretary of Education Betsy DeVos. They were recognized in the category of “Exemplary High Performing Schools.” The United States Department of Education’s press release on the award is below. You can read about our middle school by clicking [here](#). Mr. Jackson and a small group representing the middle school will receive the award in Washington, D.C. on November 15.

**U. S. Secretary of Education Announces 2019 National Blue Ribbon Schools**

U.S. Secretary of Education Betsy DeVos today recognized 362 schools as [National Blue Ribbon Schools](#) for 2019. The recognition is based on a school’s overall academic performance or progress in closing achievement gaps among student subgroups.

“We recognize and honor your important work in preparing students for successful careers and meaningful lives” said U.S. Secretary of Education Betsy DeVos in a video message to the honorees. “As a National Blue Ribbon School, your school demonstrates what is possible when committed educators hold all students and staff to high standards and create vibrant, innovative cultures of teaching and learning.”

The coveted National Blue Ribbon Schools award affirms the hard work of educators, families and communities in creating safe and welcoming schools where students master challenging and engaging content.

Now in its 37th year, the National Blue Ribbon Schools Program has bestowed recognition on more than 9,000 schools. On November 14 and 15, the Secretary and the Department of Education will celebrate with 312 public and 50 non-public school honorees at an awards ceremony in Washington, D.C.

The Department recognizes all schools in one of two performance categories, based on all student scores, student subgroup scores and graduation rates:

- ***Exemplary High Performing Schools*** are among their state’s highest performing schools as measured by state assessments or nationally normed tests.

- **Exemplary Achievement Gap Closing Schools** are among their state's highest performing schools in closing achievement gaps between a school's student groups and all students.

Up to 420 schools may be nominated each year. The Department invites National Blue Ribbon School nominations from the top education official in all states, the District of Columbia, Puerto Rico, the Virgin Islands, the Department of Defense Education Activity, and the Bureau of Indian Education. Private schools are nominated by The Council for American Private Education (CAPE).

## VI. Administrative Items

### A. Personnel Consent Items

#### 1. Employments

- a) **Mackenzie Gardner:** Ms. Gardner is being recommended to fill two positions. The first position is for an Overlook playground aide which is being filled due to Ms. Deborah White accepting another position within the district. The second position is for a Bear Cub aide which is being filled due to the resignation of Ms. Stephanie Calkins.

### B. Action Consent Items

- 3. **Wadsworth Education Association (WEA) Memorandum of Understanding (MOU):** The MOU between the WEA and the Wadsworth City School District Board of Education being recommended for approval details the Association co-presidents release time for the 2019-2020 school year, per the *Negotiated Agreement*.
- 4. **Wadsworth City School District Board of Education Policies:** The Wadsworth City School District Board of Education policies being recommended for the bypass of a first reading and approval will align our district's policies to changes that recently occurred in Ohio Revised Code. The reason for the request to bypass a first reading and recommend approval is the majority of the changes involve language found in Ohio House Bill 166, the state budget bill, and those provisions generally go into effect on October 17, 2019.
- 5. & 6. **Ohio High School Athletic Association (OHSAA) Agreements:** The OHSAA Tournament Site Availability Agreement and the OHSAA Confirmation of Tournament Site Agreement being recommended for approval will allow our district to host a varsity boys sectional tournament game on October 16, 2019.
- 7. **Four Cities Compact Advisory Committees:** This recommendation is required annually to allow the volunteers to serve on the following Wadsworth High School program committees for the Compact: Automotive Technologies; Media Communications; Family & Consumer Science; Marketing Education; Carpentry; Job Training; Engineering, Design & Technology; and Programming, Design & Robotics

**MEMORANDUM OF UNDERSTANDING  
WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION AND  
WADSWORTH EDUCATION ASSOCIATION**

**ASSOCIATION PRESIDENT RELEASE TIME FOR THE 2019-2020 SCHOOL YEAR**

This agreement is entered into between the Wadsworth Education Association (hereinafter, "WEA") and the Wadsworth City School District Board of Education (hereinafter referred to as "Board").

The parties desire to enter into an agreement clarifying the Association President Release time for the 2019-2020 school year described in this agreement.

Stephine Schmeltzer, an elementary teacher at Isham Elementary, and Rob Earle, a middle school teacher, were elected Co-Presidents of the Wadsworth Education Association effective May 2018.

Consistent with the 2017-2020 Collective Bargaining Agreement between the Wadsworth City School District Board of Education and the Wadsworth Education Association, Section 4.02 (B) (2):

**B. Release Time for Association President**

2. If the Association President is assigned to grades Pre-K through six, the Association President shall meet with the Administration to write a Memorandum of Understanding that will provide adequate release time for the President to conduct Association business, and also minimize disruption to the school day. The Association President may be expected to cover a class or duty during this time, but only as a last resort.

Therefore, the parties agree to the following:

1. The Elementary WEA Co-President's release time shall be 3:10 p.m.-3:40 p.m. daily. The Elementary WEA Co-President shall be relieved of all work related responsibilities in order to conduct Association business during this time.
2. The Middle School WEA Co-President release time shall be 10:50-11:20 daily. The Middle School WEA Co-President shall be relieved of all work related responsibilities in order to conduct Association business during this time.
3. This agreement represents the full and complete understanding of the parties.

4. All parties to this agreement acknowledge and agree that this agreement is in no way precedent setting and does not demonstrate custom or practice by either party. This agreement shall not be introduced, referred to, or in any other way utilized in any subsequent grievance, arbitration, litigation, or administrative hearing, except as may be necessary to enforce its provision and terms. Nothing contained in this MOU shall be construed to alter, amend or modify any Article, section or provision of the current contract except as specifically enumerated herein.

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*Mr. Eric Jackson, WMS Principal* *Date*

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*Mr. Rob Earle, WEA Co-President* *Date*

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*Mrs. Nance Watts, Isham Principal* *Date*

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*Mrs. Stephine Schmeltzer, WEA Co-President* *Date*

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*Dr. Andy Hill, Superintendent* *Date*

|         |                                       |
|---------|---------------------------------------|
| Book    | Policy Manual                         |
| Section | Vol. 38, No. 1 - August 2019          |
| Title   | Vol. 38, No. 1 - August 2019 OVERVIEW |
| Code    | 1 OVERVIEW                            |
| Status  | From Neola                            |

**UPDATE****VOLUME 38 NUMBER 1****August 2019****OVERVIEW AND COMMENTS**

All production related materials and questions should be directed to the Coshocton Office at 632 Main Street, Coshocton, Ohio 43812 (phone 800-407-5815, fax 740-622-2557). Billing questions should be directed to the Stow Office at 3914 Clock Pointe Trail, Suite 103, Stow, Ohio 44224 (phone 330-926-0514, fax 330-926-0525).

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

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

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

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

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

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

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

**Processing Update Materials**

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

**District-Specific Material**

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

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

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

### **Notice Regarding Legal Accuracy**

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

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

### **Legal Alerts**

Included with this update are several legal alerts. These include:

1. FMLA Guidance Released by the Department of Labor (DOL)
2. OTES Changes to Come
3. Legislature Extends Graduation Pathways
4. Governor Signs Bill to Legalize Hemp and CBD Oil in Ohio
5. FLSA - DOL Proposes Changes to the Minimum Salary Threshold for Overtime Exemption
6. Employee Wellness Programs
7. Standards of Evidence

## **BYLAWS AND POLICIES**

### **Policy 1310 - Employment of the Treasurer (Revised)**

### **Policy 1340 - Non-Reemployment of the Treasurer (Revised)**

These revisions reflect the insurance option made available through H.B. 291, which authorizes school districts to use an "employee dishonesty and faithful performance of duty policy" in lieu of surety bonds for all officers, employees, and appointees that are required by law to give a bond.

These revisions reflect current Ohio law and should be adopted to maintain accurate policies.

### **Policy 2431 - Interscholastic Athletics (Revised)**

The revision to this policy reflects the provisions of the Ohio High School Athletic Association (OHSAA) Student Eligibility bylaw. Specifically, Bylaw 4-4-1, Exception 3, provides that if a student's failure to meet academic eligibility requirements is due to an "incomplete" given in one or more courses which the student was taking during the grading period in question, the student may

have his/her eligibility restored by the Executive Director's office once the "incomplete" has been changed to a passing letter grade under specific circumstances adequately documented by the District.

The revision to this policy should be adopted in order for the District to pursue this exception.

#### **Policy 2450 -Adult and Community Education (Revised)**

The addition to this policy is provided for districts that offer adult education/job training programs that are eligible for tuition funds paid by the U.S. Department of Veterans Affairs and enforced at Institutions of Higher Learning, Non-College Degree Programs, and Flight Schools. The recently enacted Veterans Benefits and Transition Act of 2018 requires Ohio's State Approving Agency (SAA) to disapprove all courses at educational institutions that have a policy inconsistent with the following criteria for recipients of Chapter 31 and Chapter 33 of the G.I. Bill.

This revision reflects the current Federal law and should be adopted if the district provides such adult education/job training programs.

#### **Policy 5113.02 - School Choice Options (Revised)**

This policy has been revised, deleting the "School Improvement" provisions which are no longer a part of Ohio's State Plan for ESSA Compliance. However, the "persistently dangerous" and "victim of violent crime" provisions remain in effect; these provisions are also referenced in Policy 8400 School Safety.

This revision reflects changes in the State Plan and should be adopted to maintain accurate policies.

#### **Policy 5200 - Attendance (Revised)**

Revisions to this policy reflect the provisions of H.B. 66 (132nd General Assembly) that require contact of the parent/guardian of an absent student within the first 120 minutes of the school day and the change in the definition of "excessive absence" provided in H.B. 166.

These revisions reflect the current statute and should be adopted to maintain accurate policies.

#### **Policy 5230 - Late Arrival and Early Dismissal (Revised)**

This revision provides an option for the District to require photo identification when releasing a student to a non-parent/guardian.

This option is recommended, but not required.

#### **Policy 5350 - Student Mental Health and Suicide Prevention (Revised)**

Revisions to this policy reflect the training requirements as modified by H.B. 502 and expand the focus from depression to the broader context of mental health issues.

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

#### **Policy 5460 - Graduation Requirements (Revised)**

The revision to this policy reflects the changes provided by H.B. 166. This change adds "show choir" participation to the physical education excuse options available to districts. The statute calls for the Board to adopt a policy in order to provide such an excuse.

H.B. 166 provides for significant changes to the graduation requirements and high school testing for the classes of 2021 and beyond. As further guidance is provided by the Legislature and the Ohio Department of Education, a comprehensive revision or replacement of this policy and related administrative guidelines will be issued (Volume 38 Number 2 - January 2020).

This revision should be adopted if the district intends to provide such an excuse from the physical education requirement.

#### **Policy 7300 - Disposition of Real Property/Personal Property (Revised)**

This policy has been revised to reflect the change in the status of unused school facilities required by H.B. 166. The legislation reduces the amount of time for lack of use for school operations from 2 years to 1 year. The Board shall offer such facilities for lease or sale to community schools or other such agencies specified in the law (and Policy 7300).

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

**Policy 7440.03 – Small Unmanned Aircraft Systems (New)**

Neola first issued guidance on drones in August 2015, providing a sample resolution for districts to prohibit the operation of small unmanned aircraft systems on school property, to be compliance with OHSA bylaws. Such aircraft systems are regulated by the Federal Aviation Administration (FAA), with rulemaking by that agency in the early stages at that time. However, rulemaking has been somewhat settled with the issuance of SMALL UNMANNED AIRCRAFT RULE (PART 107). This new policy and administrative guideline reflect the provisions of that rule (Part 107) and the prohibition advanced by the OHSA.

This policy and guideline are recommended.

**Policy 8400 - School Safety (Reissued)**

This policy and corresponding AG are being reissued as a part of this update. When revised in January 2015, the optional language was offered dealing with Threat Assessment procedures and considerations. Very few clients selected the Threat Assessment language at that time. However, given the current focus on such precautions, the template is being reissued (with no further revision) for consideration.

This policy and guideline are recommended.

**Policy 8403 - School Resource Officer (Revised)**

The revision to this policy adds emphasis to the expectation that student privacy be maintained in accordance with both Federal (FERPA) and State law.

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

**Policy 8462 - Student Abuse and Neglect (Revised)**

Revisions to this policy reflect the training requirements as modified by H.B. 502.

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

**Policy 8500 - Food Services (Revised)**

H.B. 166 adds requirements for school districts and the Department regarding school breakfast programs. The impact of these provisions varies from district to district. This policy has been revised to extend statutory compliance and policy authorization to include all meal services provided by the district. Specific reference to "lunch" has been changed to "meal" in order to accommodate whatever service the district chooses to provide.

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

**ADMINISTRATIVE GUIDELINES**

**AG 1619/3419/4419 - Employee Wellness Program (Replacement)**

See Legal Alert - Employee Wellness Program.

**AG 2431 - Interscholastic Athletics (Revised)**

See note on Policy 2431.

**AG 5113.02 - School Choice Options (Revised)**

See note on Policy 5113.02.

**AG 5200 - Attendance (Revised)**

See note on Policy 5200.

**AG 5230 - Early Dismissal (Revised)**

See note on Policy 5230.

**AG 7440.03 - Small Unmanned Aircraft Systems (New)**

See note on Policy 7440.03.

**AG 8400A - Threat Assessment and Intervention (Revised)**

See note on Policy 8400.

**FORMS**

**Form 5230 F1 - Early Release Form (Revised)**

See note on Policy 5230.

**COMMENTS**

**Reviewing Board Minutes**

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



Book Policy Manual  
Section Vol. 38, No. 1 - August 2019  
Title Vol. 38, No. 1 - August 2019 FMLA Guidance Released by Department of Labor (DOL)  
Code 2 - Legal Alert  
Status From Neola

ENNIS BRITTON CO, L.P.A.  
ATTORNEYS AT LAW

**LEGAL ALERT**

**To:** Neola Clients

**From:** Ennis Britton

**Re:** FMLA Guidance Released by Department of Labor (DOL)

**Date:** August 2019

On March 14, 2019, the U.S. Department of Labor's Wage and Hour Division (WHD) issued an opinion letter in response to an inquiry about the Family Medical Leave Act ("FMLA"). The opinion addresses two FMLA questions; specifically whether an employer may delay designating paid sick leave as FMLA leave or whether employers are authorized to extend FMLA leave beyond the 12-week entitlement (or 26 weeks in the case of military related FMLA).

By way of background, the opinion stated that some employers permit their employees to exhaust paid leave such as sick leave before the employer designates the leave as FMLA-qualifying, even when the initial leave is clearly FMLA qualifying. In doing so, the employers rely on an FMLA regulation which provides that employers must first observe employment benefit programs that have greater benefits than those established by the FMLA.

The WHD opinion letter states that an employer is prohibited from delaying the designation of FMLA-qualifying leave once it has sufficient information which would indicate the employee's leave is FMLA qualifying. Neither the employer nor the employee may decline the protection provided by the FMLA, even if the employee would prefer to do so.

Under the FMLA, eligible employees may take up to 12 weeks of unpaid, job protected leave per year for enumerated family and medical reasons. An employer may require an employee, or an employee may elect, to use paid leave to cover any part of the FMLA leave entitlement period. Once the employer determines the leave is FMLA-qualifying, the employer must provide notice of the designation to the employee within five business days; exceptions are limited to extenuating circumstances. After leave is designated as qualifying, the leave is protected by the FMLA and counts toward the FMLA 12-week entitlement.

The opinion also concludes that an employer is prohibited from expanding the FMLA entitlement. WHD stated that providing additional FMLA-protected leave would be tantamount to delaying the designation for those using paid leave for an FMLA-qualifying reason. Therefore, if an employee desires to substitute paid leave for unpaid FMLA leave, the time used will not expand the entitlement but will count towards his or her 12- or 26-week entitlement provided by the FMLA.

Keep in mind that there is nothing in the FMLA which prohibits employers from adopting policies that are more generous than FMLA. For example, an employer could adopt a policy providing its own 12-week period of job-protecting leave for qualifying employees. Further, an employer must continue to provide any non-FMLA benefits such as sick leave and personal days that have been approved through Board policy, a CBA, etc. However, any leave provided under those benefit programs may not be considered FMLA leave if they expand beyond the 12 - or - 26 week period.

**Note:** NEOLA has determined that there is no need to change current FMLA policies despite this guidance. However, we strongly advise that boards require substitution of paid leave to alleviate any possible misunderstanding or confusion with the emergent guidance. Current policies (1630.01, 3430.01, and 4430.01) – depending on which option is selected under "Substitution of Paid Leave" – would still permit employees to take "unpaid" leave without affecting FMLA eligibility. However, in no instance may an employee "stack" FMLA leave following the use of any

paid leave once the basis of that leave is designated as qualifying for FMLA leave. Boards are encouraged to consult with legal counsel should any questions remain.

**Additional alert:** NEOLA has received several inquiries regarding the option under the caption "Job Restoration & Maintenance of Benefits" that allows the district to prohibit employees from accruing any sick or vacation leave – or other benefits – during a period of unpaid FMLA leave. We believe that this is fully legal under FMLA; however, we also recognize that many districts allow for these benefits to accrue during such time (for a myriad of practical reasons). Our advice is to check your policy and either follow it or align it to meet your desired result.

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Book Policy Manual  
Section Vol. 38, No. 1 - August 2019  
Title Vol. 38, No. 1 - August 2019 OTES Changes to Come  
Code 3 - Legal Alert  
Status From Neola

ENNIS BRITTON CO, L.P.A.  
ATTORNEYS AT LAW

**LEGAL ALERT**

**To:** Neola Clients  
**From:** Ennis Britton  
**Re:** OTES Changes to Come  
**Date:** August 2019

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Senate Bill 216, passed in 2018, mandated significant changes to the Ohio Teacher Evaluation System (OTES). Through this legislation, the State Board of Education is charged to revise the OTES framework based on recommendations of the Educator Standards Board. Below are important dates for the implementation of the new OTES framework:

- 2019–2020--- OTES Pilot Program. ODE sought volunteers to participate in the OTES pilot program, which will provide data to support statewide implementation. Applications were due June 1, 2019.
- May 1, 2020 – Deadline for state board to adopt revised framework
- July 1, 2020 – Deadline for school boards to update OTES policy

NEOLA released a legal update in July 2018 that provided a comprehensive summary of the changes, which include the following:

- Evaluators will complete a minimum of two thirty-minute formal observations (one holistic and at least one focused observation)
- Student growth measures will no longer be a separate factor; at least two measures of high-quality student data will be embedded in the evaluation and may be used as evidence in five of the ten domains
- Shared attribution and student growth measures will no longer be used
- Boards may no longer provide an option for accomplished teachers to receive only one observation if they complete a project
- The alternative framework will no longer exist under the new system; ODE is directed to develop guidance on how information obtained from the alternative framework may be used as evidence in evaluations

**Implementation of Changes**

The OTES evaluation system changes will take effect statewide beginning in the 2020-2021 school year. NEOLA will release a revised policy 3220 before the summer 2020 deadline. In the meantime, Districts should begin to discuss the changes to come in evaluation committee meetings and with administrators.

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|         |                                                                      |
|---------|----------------------------------------------------------------------|
| Book    | Policy Manual                                                        |
| Section | Vol. 38, No. 1 - August 2019                                         |
| Title   | Vol. 38, No. 1 - August 2019 Legislature Extends Graduation Pathways |
| Code    | 4 - Legal Alert                                                      |
| Status  | From Neola                                                           |

ENNIS BRITTON CO, L.P.A.  
ATTORNEYS AT LAW

**LEGAL ALERT**

**To:** Neola Clients

**From:** Ennis Britton

**Re:** Legislature Extends Graduation Pathways

**Date:** August 2019

In December 2018 during the lame duck session, the General Assembly voted to extend alternative high school graduation pathways through the class of 2020 in HB 491. Additional requirements were approved by the legislature and governor in the budget bill, referenced as House Bill 166.

**Recap of HB 491 - Graduation Changes Through Class of 2020**

House Bill 491 added two additional pathways for the graduating class of 2020 in addition to the three graduation options already provided for in R.C. § 3313.618. The two additional pathways include the following:

**Pathway 1: Academic**

- Take all end-of-course examinations and retake examinations in ELA or math at least once if the student received a score lower than a three;
- Complete all units of instruction required by the school district; and
- Meet at least two of the following conditions:
  - Take at least four full-year or equivalent courses during eleventh and twelfth grade and obtain a grade point average of 2.5 on a 4.0 scale during twelfth grade;
  - Complete a capstone project during twelfth grade that complies with criteria and guidance from ODE;
  - Complete a work or community service project of at least 120 hours as defined by ODE and the Governor's Office of Workforce Transformation;
  - Earn three or more transcribed credit hours under the College Credit Plus Program at any time during high school;
  - Pass an Advanced Placement or International Baccalaureate course and receive a score of three or higher for an AP examination or four or higher for an IB examination during high school;
  - Earn a score of 3 for each of the WorkKeys exam test sections;
  - Obtain an industry-recognized credential or a group of credentials equal to at least three total points;
  - Satisfy conditions required to receive an OhioMeansJobs Readiness seal.

**Option 2: Career Technical**

- Take all end-of-course examinations;
- Complete and pass all units of instruction required by the school district;
- Complete a career-technical training program approved by ODE that includes at least four career-technical courses; and
- Meet one of the following conditions:

- Attain a cumulative score of at least Proficient on career-technical education assessments or test modules required for the program;
- Obtain an industry-recognized credential or group of credentials equal to at least twelve points;
- Complete a workforce experience of at least 250 hours and provide evidence of regular, positive evaluations from the employer or supervisor and a representative of the school district.

### **Additional Changes Adopted in HB 166 – Ohio's Budget Bill**

HB 166 includes a number of provisions that will impact graduates starting as early as this school year, although some will not be required for a few years.

There are several provisions in the budget bill which provide students with the option to earn additional high school credit. For instance, if a district requires foreign language credit for high school graduation that is beyond the state minimum curriculum requirements AND the district offers computer coding, the district must accept one unit of computer coding toward the foreign language requirement. If the student wishes to apply more than one course to satisfy the requirement, the courses must be sequential and progressively more difficult. Additionally, a board of education may but is not required to adopt a policy which excuses a student from physical education for completion of at least two full seasons of show choir. These options are available to the Class of 2020.

The bill also requires the State Superintendent, in collaboration with the Chancellor and the Governor's Office of Workforce Transformation, to establish a committee consisting of representatives of career-technical educators, community colleges, guidance counselors, Ohio Technical Centers, principals, superintendents, and teachers to develop policy recommendations regarding students who completed 12th grade, but did not qualify for a high school diploma. The law requires the committee to issue a report of its recommendations by October 1, 2020. Recommendations must include what additional supports might be necessary and amount of state funding needed, as well as ways to reduce the stigma associated with not graduating on time. The recommendations may include proposals to change state law or regulations.

### **HB 166 Changes for Class of 2023 and Beyond**

Students who enter ninth grade for the first time after July 1, 2019 (class of 2023) will be required to meet all of the following:

- Complete the curriculum requirements of both the state and school district.
- Take five end-of-course examinations in the areas of English language arts II, science, Algebra I, American history, and American government. However, a student need only attain a competency score for the ELA II and Algebra I examinations to be eligible for graduation.
- Earn at least two state diploma seals.

State law expressly states that a student's IEP must address how the student will participate in assessments under these new graduation requirements.

The Department of Education is tasked with seeking a waiver from the U.S. Secretary of Education to allow for the use and implementation of Algebra I as the primary assessment of high school math. If the waiver is not granted, students will also need to take the geometry end-of-course exam, although the exam will not be required for graduation. ODE, in consultation with the governor's office of workforce transformation, will determine the competency score for Algebra I and ELA exams needed to graduate.

Districts must offer remedial support to students who do not attain a competency score of 1 on ELA II or Algebra I exams. These students must retake a failed exam at least once. If they fail to achieve the required score again, they may use an alternative to demonstrate competency. The alternatives include: 1) complete a college credit plus course in the failed subject area; 2) provide evidence that the student has enlisted in the military; or 3) complete two of the following options, once of which must be foundational:

- Foundational options: earning a proficient score on three or more state technical assessments in a single career pathway; obtaining an industry-recognized credential; or completing a pre-apprenticeship or apprenticeship program in high school or provide evidence of acceptance into an apprenticeship program after high school that is restricted to participants who are at least 18 years of age.
- Supporting options: completing 250 hours of work-based learning experience with evidence of positive evaluations; obtaining an OhioMeansJobs Work Readiness Seal; or attaining a certain score on a WorkKeys assessment.

The State Board of Education will establish a system for awarding state diploma seals to students. School districts must affix the seals to the diploma and student transcripts. The law states that students may not be charged fees for any state seals required by law. The new state seals that will be available to fulfill this graduation requirement include the following:

- **Biliteracy Seal** (already available under current law)
- **OhioMeansJobs-readiness Seal** (already available under current law)

- **College-ready Seal:** student earns remediation free score on nationally standardized assessment (ACT or SAT).
- **Industry-recognized Credential Seal:** student earns industry-recognized credential aligned to a job that is determined to be in demand in Ohio.
- **Military Enlistment Seal:** student will either provide evidence of enlistment in a branch of the armed forces, or participate in junior reserve officer training program.
- **Citizenship Seal:** student demonstrates one of the following: 1) at least a proficient score on both the American history and American government end-of-course examinations; 2) at least a proficient score on an AP or IBB examination in lieu of American history and American government exams; or 3) a final grade that is equivalent to "B" or higher in an appropriate CCP course.
- **Science Seal:** student attains any of the following: 1) at least a proficient score on a science end-of-course exam; 2) at least a proficient score in an equivalent IBB or AP course in lieu of the science exam; or 3) a final grade that is equivalent to "B" or higher in an appropriate CCP course.
- **Honors Diploma Seal:** student meets criteria for honors diploma as defined by state law.
- **Technology Seal:** student attains any of the following: 1) at least a proficient score in an AP or IBB examination; 2) a final grade that is equivalent to "B" or higher in an appropriate CCP course; or 3) completing an optional course offered by the student's district that meets ODE's guidelines.
- **Community Service Seal (OPTIONAL):** student completes project that meets guidelines to be developed by District.
- **Fine/performing Arts Seal (OPTIONAL):** student meets guidelines to be developed by District that demonstrates skill in fine or performing arts.
- **Student Engagement Seal (OPTIONAL):** student meets guidelines developed by District by participating in extracurricular activities such as athletics, clubs, or student government.

School districts must develop guidelines for at least one "optional" seal. Districts must also maintain records that recognize students who meet the requirements of any seal.

ODE has indicated that the new requirements for the class of 2023 may be made available beginning as early as the Class of 2020 as an option to qualify for a diploma. Students who will graduate in 2021 or 2022 must fulfill either the original three pathways currently in the law or alternatively may be able to qualify under the new 2023 requirements.

#### **Additional HB 166 Policy Mandate for Students, Including Those at Risk of Not Graduating**

The Budget Bill includes new requirements for all high school students, with a focus on those who are determined to be at risk for not earning a high school diploma. No later than June 30, 2020, each board of education must adopt a policy regarding at risk students. The policy will address the following:

- A. Process to develop a graduation plan with each student in grades nine through twelve. The plan must be updated each year. The district is required to invite a parent/guardian to assist in developing the plan. The graduation plan will supplement the school district's policy on career advising. A school district may use a student's IEP in lieu of a graduation plan as long as the IEP contains academic goals that are substantively similar to a graduation plan.
- B. Develop criteria for identifying at-risk students. The criteria must include the student's lack of adequate progress in meeting the graduation plan required by this section.
- C. Develop a formal process for identifying at-risk students in grades nine through twelve. The procedures must include a method for determining if students are not on track to meet the terms of a graduation plan. The policy may include procedures for identifying at-risk students before ninth grade.
- D. Develop a process to notify parents/legal guardians in writing each year that their student is identified as at-risk. At a minimum, the notice must include a statement that the student is at-risk, a description of the school's curriculum and/or the student's IEP requirements, and a description of any additional resources available to support at-risk students.
- E. Provide assistance for at-risk students with additional instructional and support services to help the students qualify for a diploma. The statute lists possible options for fulfilling this requirement, including mentoring and tutoring programs, mental health services, and career-technical programs.

Neola has modified Policy 5460 to include the new option of allowing a student to substitute show choir for physical education. Many of the other changes described above have not been incorporated into policy since a number of them will expire or change over the next few years. Neola will release a draft policy for identification of at-risk students in an upcoming release. If you have questions about the policy or the requirements, please contact your legal counsel or the Ohio Department of Education.

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Book Policy Manual  
Section Vol. 38, No. 1 - August 2019  
Title Vol. 38, No. 1 - August 2019 Governor Signs Bill to Legalize Hemp and CBD Oil in Ohio  
Code 5 - Legal Alert  
Status From Neola

ENNIS BRITTON CO, L.P.A.  
ATTORNEYS AT LAW

**LEGAL ALERT**

**To:** Neola Clients

**From:** Ennis Britton

**Re:** Governor Signs Bill to Legalize Hemp and CBD Oil in Ohio

**Date:** August 2019

---

On July 29th, the Governor signed Amended Senate Bill 57 into law. The bill permits farmers and university researchers to grow industrial hemp, and also legalizes the sale of hemp-derived cannabidiol oil, or CBD oil. The bill was signed as an emergency measure and becomes effective immediately. Products containing hemp including CBD oil will begin appearing in stores soon, although state regulations will need to be adopted before farmers and processors may begin commercially growing and processing the plant in Ohio.

With SB 57's passage, Ohio became the 47<sup>th</sup> state to pass regulations on hemp sale and production. Through the Hemp Farming Act of 2018, hemp was removed from the list of controlled substances under federal law effective December 18, 2018. Previously in 2016, Ohio also approved the use of medical marijuana and dispensaries opened for business earlier this year. However, questions remain about the difference between hemp and marijuana and whether the two cannabis products may be brought onto campus due to nuances in state and federal law.

Hemp is a cannabis plant that contains only a small amount of the chemical referred to as THC. THC is known to cause the mind-altering effect traditionally associated with cannabis plants, particularly marijuana. Under state and federal law, hemp and hemp-derived products such as CBD oil may contain no more than 0.3% THC. Marijuana is a distinct type of cannabis plant that contains much higher concentrations of THC and as a result, is still considered a Schedule 1 drug by the Drug Enforcement Agency. It, therefore, remains illegal under federal law even though state law permits Ohioans to use medical marijuana under certain circumstances. Since CBD oil may be derived from either hemp or marijuana plants, it may be difficult to determine whether a particular brand of CBD oil complies with the THC legal thresholds.

School districts should be prepared to receive requests from students and employees to store and use CBD oil or medical marijuana on campus because of these recent changes in the law. Caution is advised since public school districts must maintain drug-free schools to comply with the Drug-free Schools Act laws and accompanying regulations. The Drug-Free Schools Act specifically requires schools to adopt and implement a drug prevention program as a condition to receiving funds under any Federal program.

It is important to note that at this time school districts may continue to enforce drug testing policies and rules that prohibit the use of marijuana and other controlled substances by students and staff since marijuana is considered a controlled substance. School employers are not currently required to permit use of medical marijuana or CBD oil on campus or even permit a student or employee to miss school or work to use it. Likewise, schools are not required to store or administer medical marijuana or CBD oil treatments to students.

While schools may choose to make exceptions on a case by case basis, it is critical to recognize that employees in safety-sensitive positions such as teachers and bus drivers should never be under the influence of marijuana while on duty. Likewise, students should not be under the influence if they are providing their own transportation or participating in activities that might

involve safety risks. Additionally, a school district may risk federal funding if it does not maintain a drug-free school zone. School districts should consult with legal counsel before agreeing to store, permit use of or even administer CBD oil or medical marijuana on campus.

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|         |                                                                                                                 |
|---------|-----------------------------------------------------------------------------------------------------------------|
| Book    | Policy Manual                                                                                                   |
| Section | Vol. 38, No. 1 - August 2019                                                                                    |
| Title   | Vol. 38, No. 1 - August 2019 FLSA – DOL Proposes Changes to the Minimum Salary Threshold for Overtime Exemption |
| Code    | 6 - Legal Alert                                                                                                 |
| Status  | From Neola                                                                                                      |

PETERS KALAIL & MARKAKIS CO, L.P.A.  
ATTORNEYS AT LAW

**LEGAL ALERT**

**To:** Neola Clients

**From:** Peters Kalail & Markakis Co., L.P.A.

**Re:** FLSA – DOL Proposes Changes to the Minimum Salary Threshold for Overtime Exemption

**Date:** August 2019

Earlier this year, the United States Department of Labor ("DOL") proposed a rule that would increase the minimum salary threshold to qualify for exemption from the overtime provisions of the Fair Labor Standards Act ("FLSA") from their current level (set in 2004) of \$455 per week (\$23,660 annually) to \$679 per week (\$35,308 annually). According to the DOL, the rule would make more than one million more American workers eligible for overtime. The DOL also proposed increasing the total annual compensation requirement for "highly compensated employees" (HCE) from the current level of \$100,000 to \$147,414 per year. The proposed rule allows for the use of nondiscretionary bonuses and incentive payments, such as commissions, to satisfy up to ten percent (10%) of the standard salary level. Other standards for exemption (i.e., the "duties test" and "salary basis test") would remain unchanged under the proposed rule.

The proposal calls for periodic reviews for updates to the salary threshold, accomplished through the public notice and comment rulemaking process.

Once public comment on the current proposal concludes, the DOL anticipates the final rule will take effect in January 2020.

Consult with your legal counsel about how to plan now for anticipated changes. Existing Policy 6700 does not contain any reference to the specific salary levels required by the current or proposed rule. Rather, it refers only to your district's obligation to comply with applicable federal and state criteria for an employee to be exempt from overtime pay.

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



Book Policy Manual  
Section Vol. 38, No. 1 - August 2019  
Title Vol. 38, No. 1 - August 2019 Employee Wellness Programs  
Code 7 - Legal Alert  
Status From Neola

PETERS KALAIL & MARKAKIS CO., L.P.A.  
ATTORNEYS AT LAW

**LEGAL ALERT**

**To:** Neola Clients

**From:** Peters Kalail & Markakis Co., L.P.A.

**Re:** Employee Wellness Programs

**Date:** August 2019

Under the Americans with Disabilities Act ("ADA") and the Genetic Information Nondiscrimination Act ("GINA"), employee medical examinations and the collection of employee medical history as part of an employee health program or wellness program is permissible as long as the employee's participation in the program is "voluntary." At one time, the EEOC took the position that in order for a wellness program to be "voluntary," employers could not condition the receipt of incentives on the employee's disclosure of ADA- or GINA-protected information. Then, in 2016, the EEOC reversed this position through new rules providing that: (1) the use of a penalty or incentive of up to 30% of the cost of self-only coverage will not render "involuntary" a wellness program that seeks the disclosure of ADA-protected information; and (2) employers may offer incentives of up to 30% of the cost of self-only coverage for disclosure of information, pursuant to a wellness program, about a spouse's manifestation of disease or disorder (which falls within the definition of the employee's "genetic information" under GINA). These incentive limits applied to both participatory and health-contingent wellness programs.

Many Ohio School Boards have adopted wellness programs that offer financial incentives for participation. Neola Administrative Guideline 3419 provides options for such incentives under the 2016 EEOC regulations. Last year, however, a federal court declared that the 30% incentive level in those regulations pertaining to wellness plans was "arbitrary" and "coercive," and ordered the regulations vacated as of January 1, 2019. Instead of issuing a new rule, the EEOC simply removed the incentive language from the rules.

The federal court did not declare that incentives were per se illegal, but as of January 1, 2019 (in the absence of a new rule from the EEOC), employers have had no guidance on where the line is for when incentives will be considered voluntary and not coercive.

The most prudent option is to remove in all references to incentives that were previously authorized by federal rules. We are aware that simply eliminating incentive language could be akin to eliminating the program. (Consult your legal counsel concerning whether small rewards of cash, gifts, or paid time-off as incentives could be considered coercive.)

Another option is to offer employees a wellness program that does not require a medical inquiry or exam. Participatory programs will not trigger voluntariness concerns under ADA and GINA as long as employees are not required to participate in a health risk assessment or medical exam. Eliminating the HRA/exam may render the wellness program less effective, but it is one way to retain the incentives currently offered that would otherwise be illegal.

You will be provided with two options in AG 1619/3419/4419. In the first option, there are no incentives/rewards. In the second, there is no HRA/exam and therefore no health-contingent (activity-only or outcome-based) program offered, but the incentives have been maintained.

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Book Policy Manual  
Section Vol. 38, No. 1 - August 2019  
Title Vol. 38, No. 1 - August 2019 Standards of Evidence  
Code 8 - Legal Alert  
Status From Neola

**Neola, Inc.**

**HELPING DISTRICTS SET DIRECTION THROUGH POLICY**

**MEMO**

**To:** Neola Clients  
**From:** Richard N. Clapp, Ph.D.  
President and C.E.O.  
**Re:** Standards of Evidence  
**Date:** August 2019

In September 2017, the United States Department of Education (ED) issued interim guidance on the topic of Sexual Harassment/Sexual Misconduct. This interim guidance is intended to help schools as they work to combat sexual misconduct and treat all students fairly.

Since then, the Department has engaged in rulemaking on Title IX responsibilities arising from complaints of sexual misconduct. The Department has also solicited comments from stakeholders and the public during the rulemaking process. ED received more than 10,000 comments by the time the window closed in February 2019. As this guidance is prepared for release, it is widely believed that one significant component of the rule will focus on evidentiary standards to be applied in such cases.

Since 2016, ED's Office for Civil Rights (OCR) has consistently insisted that district policies and practices reflect stated evidentiary standards in regard to issues of nondiscrimination and anti-harassment. The preponderance of evidence standard has been an acceptable standard of evidence in these cases. That is the standard specified in Neola policy templates dealing with Nondiscrimination and Anti-Harassment. It is anticipated that districts will necessarily be expected to specify evidentiary standards in responding to complaints of sexual misconduct, under the new rules.

Public schools predominantly utilize the "preponderance of the evidence" standard in student discipline cases. In the weeks ahead, districts should consider the implications of the evidentiary standards as ED prepares to issue their guidance. Neola is providing a short and plain summary of the three most common standards of evidence utilized in civil cases.

**Preponderance of the Evidence**

- "Preponderance of the evidence" is evidence that "more likely than not" tends to prove a certain proposition. It is also referred to as "the greater weight of the evidence." The preponderance of the evidence standard is met when one party has stronger evidence than the other – no matter how slight.

**Clear and Convincing Evidence**

- "Clear and convincing evidence" is an intermediate standard of proof. It is more than "the preponderance of the evidence" standard but less than "beyond a reasonable doubt." To meet the standard, evidence must be credible and witness testimony must be explicit and lacking any confusion. The weight of the evidence must prove "in the mind of the trier of fact a firm belief or conviction, without hesitancy, as to the truth of the allegations sought to be established."

**Beyond All Reasonable Doubt**

- “Beyond all reasonable doubt” is the strictest level of evidentiary proof and is generally reserved for criminal cases.

If a District is considering a change to a more restrictive evidentiary standard, be sure to consult with your School Board legal counsel regarding the evidentiary standards and their application to student discipline cases.

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|              |                                                                  |
|--------------|------------------------------------------------------------------|
| Book         | Policy Manual                                                    |
| Section      | October 14, 2019 First Reading                                   |
| Title        | Vol. 38, No. 1 - August 2019 Revised EMPLOYMENT OF THE TREASURER |
| Code         | po1310                                                           |
| Status       |                                                                  |
| Adopted      | November 19, 2007                                                |
| Last Revised | October 14, 2013                                                 |

### 1310 - **EMPLOYMENT OF THE TREASURER**

The Board of Education shall seek a person both capable and licensed to fill the position of Treasurer, whenever that position may be vacant. The Board shall appoint a Treasurer as chief fiscal officer and fix his/her salary and term of office which shall be not more than five (5) years.

All persons considered for the position of Treasurer shall provide evidence of their training and experience in the fields of government accounting, State and Federal laws related to school district budgeting and financing, financial report preparation, and budget and accounting management as required by statute and the standards of the State Board of Education.

The Board may, in recruiting a Treasurer, utilize the services of:

- A. ☒ a committee of Board members;
- B. ☒ a professional consultant;
- C. ☐ the retiring Treasurer;
- D. ☒ a committee of community laypersons.

To aid in the search, the Board may use:

- A. ☒ a written job description for the position;
- B. ☐ informative materials describing the School District;
- C. ☒ a written specification of the salary and benefits;
- D. ☒ the opportunity for each applicant to visit the District should s/he so desire.

☒ Any candidate's intentional misstatement of fact material to his/her qualifications for employment or the determination of his/her salary shall be considered to constitute grounds for dismissal.

~~☐ The person selected for the position of Treasurer shall be required to undergo a physical examination reasonably related to the duties s/he will be required to perform, the cost of which shall be borne by the~~

~~☐ District;~~

~~☐ candidate.~~

☒ No person may be employed as Treasurer of this District unless s/he has signed an employment contract with the Board.

☒ Such contract shall include:

- A. ☒ the term for which employment is contracted, including beginning and ending dates;
- B. ☐ the salary which the Treasurer shall be paid and the intervals at which s/he shall be paid;
- C. ☒ the benefits to which s/he is entitled;

D. ~~( ) a specification of any powers and duties assigned by the Board to the Treasurer pursuant to R.C. 3319.031;~~

E. ( ☒ ) such other matters as may be necessary to a full and complete understanding of the employment contract.

☒ The Treasurer shall be responsible for the financial affairs of the District.

☒ The Treasurer so appointed shall devote himself/herself exclusively to the duties of his/her office and maintain his/her principal residence within the District, unless otherwise approved by the Board.

☒ The Treasurer shall report to and is subject to the direction of the Board.

☒ The Treasurer shall direct and assign employees directly engaged in the day-to-day fiscal operations of the District, as those employees are so designated by the Board.

~~+~~ Before entering upon the duties of the office, the Treasurer of the Board shall execute a bond, in an amount and with surety to be approved by the Board, payable to the State, and conditioned for the faithful performance of all official duties required of the Treasurer. Such bond shall be deposited with the President of the Board, and a copy thereof, certified by the Treasurer, shall be filed with the County Auditor.

In lieu of executing a surety bond, the Board may authorize the Treasurer to be covered by an insurance policy issued by a Board-approved and accredited insurance carrier or joint self-insurance pool. The policy must cover the Board from losses caused by the fraudulent or dishonest actions of, and the failure to perform a duty prescribed by law of the Treasurer or other employee. Coverage must be equal to or greater than the amount required by the Board for a surety bond. The Treasurer shall deposit with the President of the Board a certified copy of documentation from the insurance provider that evidence proof of coverage before the employee is considered qualified for the position or undertakes official duties.

Prior to employment, the candidate selected must also pass a background check performed by the Bureau of Criminal Identification and Investigation and/or the Federal Bureau of Investigation.

R.C. 3.061, 3.30, 2909.34, 3301.074, 3313.22, 3313.24, 3313.25, 3319.031

A.C. 3301-5-01

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R.C. 3.061, 3.30, 2909.34, 3301.074, 3313.22, 3313.24, 3313.25, 3319.031

A.C. 3301-5-01

|              |                                                                        |
|--------------|------------------------------------------------------------------------|
| Book         | Policy Manual                                                          |
| Section      | October 14, 2019 First Reading                                         |
| Title        | Vol. 38, No. 1 - August 2019 Revised NON-REEMPLOYMENT OF THE TREASURER |
| Code         | po1340                                                                 |
| Status       |                                                                        |
| Adopted      | May 11, 2009                                                           |
| Last Revised | February 8, 2010                                                       |

### 1340 - **NON-REEMPLOYMENT OF THE TREASURER**

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

The Board may, at any regular or special meeting held during the period beginning on the first day of January of the calendar year preceding the year the Treasurer's contract of employment expires and ending on the first day of March of the year the contract expires, re-employ the Treasurer for a succeeding term not longer than five (5) years, beginning the first day of August immediately following the expiration of the Treasurer's current term of employment and ending July 31st.

At the expiration of a Treasurer's current term of employment, the Treasurer is deemed re-employed for a term of one (1) year at the same salary plus any increment that the Board may authorize, unless the Board, on or before March 1st of the year in which his/her contract of employment expires, either re-employs the Treasurer for a succeeding term or gives to the Treasurer written notice of its intent not to re-employ the Treasurer.

~~Except for a Treasurer who is automatically disqualified from service for failing to hold a valid Treasurer's license, and is not considered an "otherwise qualified Treasurer", the termination of the Treasurer's contract shall be in accordance with R.C. 3319.16 and may be terminated for good and just cause.~~

A Treasurer is automatically disqualified from service for failing to hold a valid Treasurer's license. In addition, a Treasurer who is unable to secure a surety bond or insurance policy as required by law is not considered an "otherwise qualified Treasurer", and is similarly disqualified from service. Otherwise, the termination of the Treasurer's contract shall be in accordance with R.C. 3319.16 for good and just cause.

### **Reporting Professional Misconduct**

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

R.C. 3.061, 3313.22, 3313.25, 3319.16, 3319.31, 3319.313, 3319.39  
A.C. 3301-73-21

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Legal R.C. 3.061, 3313.22, 3313.25, 3319.16, 3319.31, 3319.313, 3319.39  
A.C. 3301-73-21

|              |                                   |
|--------------|-----------------------------------|
| Book         | Policy Manual                     |
| Section      | October 14, 2019 First Reading    |
| Title        | Copy of INTERSCHOLASTIC ATHLETICS |
| Code         | po2431                            |
| Status       |                                   |
| Adopted      | November 19, 2007                 |
| Last Revised | May 13, 2019                      |

## 2431 - **INTERSCHOLASTIC ATHLETICS**

The Board of Education recognizes the value to the students of the District and to the community of a program of interscholastic athletics for students as an integral part of the total school experience.

The program should foster the growth of school loyalty within the student body as a whole and stimulate community interest in athletics.

The game activities and practice sessions should provide many opportunities to teach the values of competition and good sportsmanship.

The program of interscholastic athletics should provide students the opportunity to exercise and test their athletic abilities in a context greater and more varied than that which can be offered by a school or the School District alone. It should also offer an opportunity for career and educational development.

For purposes of this policy, the program of interscholastic athletics shall include all activities relating to competitive sport contests, games, events, or sport exhibitions involving individual students or teams of students of this District with those of another district.

The Board shall determine the standards of eligibility to be met by all students participating in the interscholastic program. Such standards shall require that each student be in good physical condition, be free of injury, and have fully recovered from illness before participating in any interscholastic athletic event.

No student may practice or compete in interscholastic athletics until the student submits a form signed by his/her parent or guardian, or by a person having care or charge of the student, affirming that each has received a concussion and head injury information sheet as prepared by the Ohio Department of Health. See Form 2431 F1 and Form 2431 F2.

### [X] Restoration of an "Incomplete" Grade

If a student's failure to meet the academic eligibility requirements is due to an "incomplete" grade given in one or more courses which the student was taking during the grading period in question, the student may have his/her eligibility restored once the "incomplete" has been changed to a passing letter grade provided:

1. the failure to complete the required coursework during the grading period was due to calamity day(s), family tragedy, or illness or accident as verified by a physician; and
2. the "incomplete" was given in accordance with Board of Education grading policies and procedures and is applicable to all students in the school; and
3. the previously scheduled work and/or exams is/are completed within the time period provided in Board policy for completing work required to convert an "incomplete" into a letter grade; and
4. there is no evidence that the "incomplete" was given in order to afford the student extended time in order to provide the student tutoring or other educational services simply to avoid a failing grade.

Specific documentation of criteria listed above (Items A-D) must be submitted to the Ohio High School Athletic Association (OHSAA) (See AG 2431) in order to be considered by the Executive Director for such a ruling.

In addition to the eligibility requirements established by the Ohio High School Athletic Association, to be eligible for any interscholastic extra-curricular activity, a student must meet the eligibility requirements outlined in the building Student Handbook.

Students educated at home or enrolled in a nonpublic school who are permitted to participate on a District interscholastic team must fulfill the same academic, nonacademic, and financial requirements as any other participant. See Policy 9270.

Students identified as disabled under R.C. 3323 and the IDEA are subject to the eligibility standards established by this policy unless specifically exempted by the express terms of their individualized education program (IEP). An IEP can specify the criteria by which a grade will be determined for (a) course(s), given the student's individualized disability.

Since the primary purpose of the athletic program is to enhance the education of participating students as indicated in this policy, the Board places top priority on maximum student participation and the values of good sportsmanship and fair play.

No student shall be excused from a class or supervised study for an extended period of time to participate in interscholastic athletics.

In order to minimize health and safety risks to student-athletes and maintain ethical standards, school personnel, coaches, athletic trainers, and lay coaches shall not dispense, supply, recommend, or permit the use of any drug, medication, or food supplement solely for performance-enhancing purposes. The Superintendent shall cause to be posted in all locker rooms in buildings that include students in any grade higher than the sixth grade, the following:

"Warning: Improper use of anabolic steroids may cause serious or fatal health problems, such as heart disease, stroke, cancer, growth deformities, infertility, personality changes, severe acne, and baldness. Possession, sale, or use of anabolic steroids without a valid prescription is a crime punishable by a fine and imprisonment."

The operation of the Athletic Program and a Code of Conduct for those who participate should provide for the following safeguards:

A. Prior to enrolling in the sport,

1. each participant shall submit to a thorough physical examination by a District-approved physician;
2. parents shall report any past or current health problems along with a physician's statement that any such problems have or are being treated and pose no threat to the student's participation.

B. Any student who is found to have a health condition which may be life-threatening to self or others shall not be allowed to participate until the situation has been analyzed by a medical review panel that has determined the conditions under which the student may participate. The District shall assume no liability for any student with a health condition who has been authorized to play by the parents and their physician but not by the District.

C. Any student practicing for or competing in an interscholastic event who exhibits signs, symptoms, or behaviors consistent with having sustained a concussion or head injury shall be removed from the practice or competition by the student's coach (and/or the referee serving during the practice or competition).

Any student who has been removed from practice or competition by a coach or referee because he/she has exhibited signs, symptoms, or behaviors consistent with having sustained a concussion or head injury shall not be permitted to return to any practice or competition for which the coach or referee is responsible until both of the following occur:

1. The student's condition is assessed by a physician, in accordance with requirements set forth in R.C. 3313.539(E)(2), to assess such a student.
2. The student receives written clearance that it is safe to return to practice or competition from a physician, in accordance with requirements set forth in R.C. 3313.539(E)(2), to grant a such a clearance.

Students will be further informed that participation in interscholastic sports is a privilege and not a right, and that they may be prohibited from all or part of their participation in such activities by authorized school personnel without further notice, hearing and/or appeal rights (See Policy 5610.05 - Prohibition From Extra-Curricular Activities).

In order to support the High School Athletic Association's program to strengthen sportsmanship, ethics, and integrity, the Board commits itself to:

- A. adopt policies (upon recommendation of the administration) which reflect the District's educational objectives and promote the ideals of good sportsmanship, ethics, and integrity;
- B. establish standards for athletic participation which reinforce the concept that athletic activities are a privilege, not a right;
- C. attend and enjoy school athletic activities, serving as a positive role model and expecting the same from parents, fans, participants, coaches, and other school personnel;
- D. support and reward participants, coaches, school administrators, and fans who display good sportsmanship;
- E. recognize the value of school athletic activities as a vital part of education.

No student will be denied the opportunity to participate in interscholastic athletics offered by a school in the District because the student has or is participating in college credit plus program as long as the student fulfills all academic, nonacademic and financial requirements.

Revised 5/11/09

Revised 9/30/13

Revised 4/10/17

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Legal                      R.C. 2305.23, 2305.231, 3313.53, 3313.535, 3313.539, 3313.5311, 3313.5312  
                                 R.C. 3313.5341, 3313.752, 3315.062  
                                 Ohio High School Athletic Association

|              |                                                                                                        |
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| Book         | Policy Manual                                                                                          |
| Section      | October 14, 2019 First Reading                                                                         |
| Title        | Vol. 38, No. 1 - August 2019 Revised SCHOOL CHOICE OPTIONS for board first reading on October 14, 2019 |
| Code         | po5113.02                                                                                              |
| Status       |                                                                                                        |
| Adopted      | November 19, 2007                                                                                      |
| Last Revised | May 13, 2019                                                                                           |

## 5113.02 - **SCHOOL CHOICE OPTIONS**

~~The Board of Education acknowledges that the Elementary and Secondary Education Act (ESEA), as amended, provides that the parents/guardians of students enrolled in a Title I school the first year following the building's identification as being in "School Improvement", have the right to transfer their children to another school in the District, provided there is a school that provides instruction at the students' grade level(s) and such school has not been identified as being in the process of school improvement, corrective action, or restructuring. If there is not another school in the District offering instruction at the students' grade level(s) that has not been identified as needing improvement, the Superintendent shall contact neighboring districts and request that they permit students to transfer to a school in one of those districts. The Superintendent shall also offer Supplemental Educational Services (SES) to students in any school no later than the first year following the building's identification as being in "School Improvement," regardless of whether a transfer option is available.~~

~~Additionally,~~ Students attending a "persistently dangerous" school, as defined by State law have the right to transfer to another "safe" school in the District. If there is not another "safe" school in the District providing instruction at the students' grade level(s), the Superintendent shall contact neighboring districts and request that they permit students to transfer to a school in one of those districts.

Furthermore, a student who is a victim of a "violent crime" on school property also has the right to transfer to another school. If there is not another school in the District providing instruction at the student's grade level, the Superintendent shall contact neighboring districts and request that they permit that student to transfer to a school in one of those districts providing instruction at the student's grade level.

The Board of Education authorizes such transfers in accordance with [this policy](#) ~~AG 5113.02~~.

Children who transfer in accordance with this policy will be permitted to remain at the school of transfer until completing the highest grade at the school.

~~Title I, Section 1116(b)(1)(E) of the Elementary and Secondary Education Act, as amended~~  
~~Title I, Section 1116(e) of the Elementary and Secondary Education Act, as amended~~  
[20 U.S.C. 6301, et. seq.](#)

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

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|       |                                                                                  |
|-------|----------------------------------------------------------------------------------|
| Legal | 20 U.S.C. 6301, et seq.                                                          |
|       | Title IX, Section 9532 of the Elementary and Secondary Education Act, as amended |

|              |                                                 |
|--------------|-------------------------------------------------|
| Book         | Policy Manual                                   |
| Section      | October 14, 2019 First Reading                  |
| Title        | Vol. 38, No. 1 - August 2019 Revised ATTENDANCE |
| Code         | po5200                                          |
| Status       |                                                 |
| Adopted      | November 19, 2007                               |
| Last Revised | November 20, 2017                               |

## 5200 - **ATTENDANCE**

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

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

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

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

[ **X** ] The Board considers the following factors to be reasonable excuses for time missed at school:

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

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

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

- H. such good cause as may be acceptable to the Superintendent
- I. medically necessary leave for a pregnant student in accordance with Policy 5751
- J. ( **X** ) service as a precinct officer at a primary, special or general election in accordance with the program set forth in Policy 5725

**[X]** Attendance need not always be within the school facilities, but a student will be considered to be in attendance if present at any place where school is in session by authority of the Board.

**[X]** The Board shall consider each student assigned to a program of other guided learning experiences to be in regular attendance for the program provided that s/he reports to such staff member s/he is assigned for guidance at the place in which s/he is conducting study, and regularly demonstrates progress toward the objectives of the course of study.

**[X]** The Superintendent may excuse a student over fourteen (14) years of age from attendance at school for a future limited period for the purpose of performing essential work directly or exclusively for his/her parents or guardians. Such excuse should not exceed five (5) days and may at the discretion of the Superintendent be renewed for five (5) additional days. At no time, however, shall such excuse cause a student to be absent from school for a period of more than ten (10) consecutive days.

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

**[X]** Attendance shall be taken at the beginning of every block/period in buildings with block/period-based scheduling. Absences from a class block/period shall be accounted for to the nearest full hour.

**[X]** Attendance shall be taken at the commencement of the school day in buildings with non-period-based schedules. Attendance for students arriving late or leaving early must be tracked and recorded to the nearest full hour.

### **Contacting the Parent/Guardian of an Absent Student**

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

### **Excessive Absences**

~~When a student of compulsory school age is absent from school with or without legitimate excuse for thirty-eight (38) or more hours in one school month, or sixty-five (65) or more hours in a school year, the attendance officer~~ When a student of compulsory school age is absent from school with combined nonmedical excused absences and unexcused absences in excess of thirty-eight (38) or more hours in one (1) school month, or sixty-five (65) or more hours in a school year, that student is considered "excessively absent" from school. The District or school shall notify the child's parent or guardian of the child's absences, in writing, within seven (7) school days after the date of the absence that triggered the notice requirement. At the same time written notice is given, any appropriate intervention action listed herein may be taken.

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

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

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

### **Absence Intervention Team**

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

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

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

~~[ ] As part of the absence intervention plan, the (-) Superintendent (-) Principal may, in his/her discretion contact the appropriate juvenile court and ask to have a student informally enrolled in any alternative to adjudication described in R.C. 2151.27(G). [NOTE: Any school that chooses this option must develop a written policy regarding the use of, and selection process for, offering alternatives to adjudication to ensure fairness.]~~

Each absence intervention team may vary based on the needs of each individual student but shall include a representative from the child's building, another representative from the child's building who knows the child, and the child's parent or parent's designee, or the child's guardian, custodian, guardian ad litem, or temporary custodian. The team also may include a **(X)** school psychologist, **(X)** counselor, **(X)** social worker, or **(X)** representative of a public or nonprofit agency designed to assist students and their families in reducing absences. **[NOTE: Schools must obtain written permission to release confidential information about a student to third parties, such as a representative of an outside agency on an intervention team.]**

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

### Intervention Strategies

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

- A. **(X)** provide counseling to the student
- B. **(X)** request or require the student's parent to attend a parental involvement program
- C. **(X)** request or require a parent to attend a truancy prevention mediation program
- D. **(X)** notify the Registrar of Motor Vehicles of the student's absences
- E. **(X)** take appropriate legal action
- F. ~~(-) assignment to an alternative school (Note: If the District has established an alternative school, it must appear as an alternative intervention strategy.)~~

In the event that a student becomes habitually truant within twenty-one (21) school days prior to the last day of instruction of a school year, the ~~(-) Superintendent~~ **(X)** Principal may, in his/her discretion, assign a school employee **[one (1) school official]** to work with the child's parent/guardian/custodian, guardian ad litem, or temporary custodian to develop an absence intervention plan during the summer.

~~[ ] The plan shall be implemented not later than seven (7) days prior to the first day of instruction of the next school year.~~

**OR**

**[X]** The absence intervention process shall commence upon the first day of instruction of the next school year.

### Reporting Requirements

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

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

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

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

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

Whenever any student of compulsory school age has sixty (60) consecutive hours in a single month or a total of ninety (90) hours of unexcused absence from school during the school year, s/he will be considered habitually absent under R.C. 3321.13(b)(2). The Board authorizes the Superintendent to inform the student and his/her parents, guardian, or custodian of the record of absences without a legitimate excuse as well as the District's intent to notify the Registrar of Motor Vehicles, if appropriate, and the Judge of the Juvenile Court of the student's unexcused absences and habitually absent status. [DRAFTING NOTE: The term "habitually absent" as used here refers to the level of unexcused absences that will trigger notice to the Registrar of Motor Vehicles and Juvenile Court Judge under R.C. 3321.13(B)(2). It is not to be confused with "excessively absent" or "habitually truant" as those terms are defined above.]

[Drafting Note: A student is designated a habitual truant only through the measurement of unexcused absences. Schools must initiate intervention procedures for habitually truant students. If the interventions fail, the school must file a complaint against the habitually truant student in juvenile court. Excessive absenteeism is marked by an accumulation of both excused and unexcused absences. Intervention strategies may be implemented for students designated excessively absent, but a notice to parents is required. No further action toward the excessively absent student is required unless the student becomes habitually truant. The parent notice is purely a warning that the child has missed an excessive amount of school hours, both with and without a legitimate excuse.]

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

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

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

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

Legal

R.C. 3313.664, 3313.668, 3317.034, 3321.01 et seq., 3321.13(B)(2), 3321.19, 3321.191

R.C. 3321.22, 3321.38, 3323.041, 3331.05

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

|              |                                                                                   |
|--------------|-----------------------------------------------------------------------------------|
| Book         | Policy Manual                                                                     |
| Section      | October 14, 2019 First Reading                                                    |
| Title        | Vol. 38, No. 1 - August 2019 Revised STUDENT MENTAL HEALTH AND SUICIDE PREVENTION |
| Code         | po5350                                                                            |
| Status       |                                                                                   |
| Adopted      | November 19, 2007                                                                 |
| Last Revised | May 11, 2015                                                                      |

### 5350 - **STUDENT MENTAL HEALTH AND SUICIDE PREVENTION**~~STUDENT SUICIDE~~

~~The Board of Education recognizes that depression and self destruction are problems of increasing severity among children and adolescents. A student who suffers the psychological disability of depression cannot benefit fully from the educational program of the schools, and a student who has attempted self destruction poses a danger both to himself/herself and to other students.~~

~~All school personnel should be alert to the student who exhibits signs of unusual depression or who threatens or attempts suicide. Any such signs or the report of such signs from another student or staff member should be taken with the utmost seriousness.~~

~~In accordance with Policy 8462, staff shall receive professional development training in the risk factors, warning signs, and resources regarding youth suicide awareness and prevention. ( ) Such training shall include the warning signs of non-suicidal self-injurious behaviors.~~

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

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

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

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

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

Step 1 - Stabilization

Step 2 - Assessment of the Risk

Step 3 - Use of Appropriate Risk Procedure

Step 4 - Communication with Appropriate Parties

Step 5 - Follow-up

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

Legal

R.C. 3319.073

767 F2d 651 (1985)

|              |                                                                          |
|--------------|--------------------------------------------------------------------------|
| Book         | Policy Manual                                                            |
| Section      | October 14, 2019 First Reading                                           |
| Title        | Copy of GRADUATION REQUIREMENTS for board first read on October 14, 2019 |
| Code         | po5460                                                                   |
| Status       |                                                                          |
| Adopted      | November 19, 2007                                                        |
| Last Revised | July 10, 2017                                                            |

## 5460 - **GRADUATION REQUIREMENTS**

In order to acknowledge each student's successful completion of the instructional program, appropriate to the achievement of District goals and objectives as well as personal proficiency, the Board of Education awards a diploma to eligible students at a graduation ceremony.

The Board shall award a regular high school diploma to every student enrolled in this District who meets the requirements of graduation established by this Board or who properly completes the goals and objectives specified in his/her individualized education program (IEP) including either the exemption from or the requirement to complete the tests required by the State Board of Education in order to graduate. In addition to earning course credits, each student must earn the required number of points, unless exempted, on the tests required by the State Board of Education to graduate.

For the Class of 2018 and beyond, a diploma shall be awarded to students meeting the curriculum credit requirements and who achieve one of the following three options: a cumulative passing score with the required number of points in each area on end of course exams, earn the required points on the WorkKeys assessment and an approved industry-recognized credential, or earn a remediation-free score in English language arts and mathematics on the ACT or SAT, subject to limitations on assessments as outlined below.

The requirements for graduation from high school include meeting the requirements found in Ohio Revised Code and earning twenty- one (21) units of credit in grades nine through twelve as follows:

| <b>Subject</b>                                                                                                                                                                                                                                               | <b>Units Required</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| English Language Arts                                                                                                                                                                                                                                        | 4 units               |
| Health                                                                                                                                                                                                                                                       | ½ unit                |
| Physical Education                                                                                                                                                                                                                                           | ½ unit                |
| Mathematics (must include 1 unit algebra II or equivalent of algebra II)                                                                                                                                                                                     | 4 units               |
| Science (must include 1 unit physical sciences, 1 unit of life sciences, and 1 unit advanced study in one or more of: chemistry, physics, other physical science, advanced biology or other life science, physical geology or other earth or space science.) | 3 units               |
| Social Studies(must include 1/2 unit of American history 1/2 unit of American government and ½ unit of Economics)                                                                                                                                            | 3 units               |
| Technology                                                                                                                                                                                                                                                   | ½ unit                |
| Electives (must include one (1) or any combination of foreign language, fine                                                                                                                                                                                 | 5 ½ units             |

arts, business, career-technical education, or English language arts, mathematics, science, or social studies courses not otherwise required; one (1) unit of Elective must be a Fine Art. Students following career-technical pathway are exempted from Fine Arts requirement.)

All students must receive instruction in economics and financial literacy during Grades 9 – 12. Additionally, all students must receive instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator from an approved source during Grades 9-12, unless the student is exempted from such training due to disability or by written request of the parent.

Students who achieve an industry credential or license that requires an examination shall not be required to take additional technical assessments. If the student does not participate in licensure or license examination, the student shall take the applicable technical assessments. Students must attain specified scores on assessments as required to demonstrate workforce readiness on a nationally recognized job skills assessment in order to obtain a diploma.

Certain students are not required to take the college and career readiness assessments administered to all eleventh (11th) grade students:

- A. students who demonstrate they are remediation-free on the English, math and reading nationally-recognized assessments prior to the administration of the college and career readiness assessments;
- B. students with significant cognitive disabilities who take an alternative assessment and students with intellectual disabilities outlined in state guidance, and
- C. Limited English proficient students enrolled in United States schools for less than two years for whom no appropriate accommodations is available.

Students may take the assessment even if they are not required to do so.

The Board shall affix the State of Ohio Seal of Biliteracy to the diplomas of students who achieve all the requirements in an eligible language as established by the Ohio Department of Education. A student may be required to pay a fee to demonstrate proficiency in a language, which may include the cost of a standardized test.

### **Physical Education Waiver**

Students who have participated in interscholastic athletics, marching band, show choir, or cheerleading for at least two (2) full seasons as defined in the Student Handbook handbook, while enrolled in grades 9 through 12, and as documented by the Principal or his/her designee may be excused from the high school physical education requirement. Students electing such an excuse shall complete one-half (1/2) unit of at least sixty (60) hours of instruction in another course of study which is designated by the Board as meeting the high school curriculum requirements.

Credit may be earned by:

- A. completing coursework;
- B. testing out of or demonstrating mastery of course content; or
- C. pursuing one or more educational options in accordance with the District's Credit Flexibility Program.

Credit may be earned at an accredited postsecondary institution.

Every high school may permit students below the ninth grade to take advanced work for credit. This work shall count toward the graduation requirements if it was both:

- A. taught by a person who possesses a license/certificate issued under State law that is valid for teaching high school;
- B. designated by the Board as meeting the high school curriculum requirements.

For students graduating in the class of 2018 and beyond:

The District will comply with State Board of Education requirements for graduation. Students shall earn required credits for graduation in the appropriate subject areas, and achieve one of three pathways:

- A. earning a State Board of Education approved, industry-recognized credential or group of credentials and a workforce readiness score on the Workkeys assessment; or
- B. earning a cumulative score on end of course exams equal to State Board requirements for the year of graduation; or
- C. earning remediation-free scores in English language arts and math on a nationally recognized college admission exam.

### Other Requirements

Complete ten (10) hours of approved community service during the senior year.

An honors diploma shall be awarded to any student who meets the established requirements for graduation or the requirements of his/her IEP; attains the applicable scores on the tests required by the State Board of Education to graduate; and meets any additional criteria the State Board may establish.

Commencement exercises will include only those students who have successfully completed requirements for graduation as certified by the high school principal, those students who have been deemed eligible to participate in such exercises in accordance with the terms of their IEP, or students who have successfully completed all graduation requirements except for the attainment of the necessary points required for the graduation pathway that requires the State of Ohio end of course exams.

For students who have completed all graduation requirements except for the attainment of the necessary points required for the graduation pathway that requires the State of Ohio end of course exams, students must have also participated in the test preparation programs offered at Wadsworth High School and have taken the end of course exam(s) every time they were eligible to take them during their junior and senior years. Students who meet this criteria and participate in commencement exercises will not receive their high school diploma; rather, they will receive a certificate of attendance.

No student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure. A student may be denied participation in the ceremony of graduation when personal conduct so warrants.

The Board also shall grant a diploma of adult education to all District residents over the age of twenty-one (21) who meet the requirements established by the State Board of Education.

~~The Superintendent shall establish whatever administrative guidelines are necessary to comply with State rules and regulations.~~

Revised 2/8/10  
 Revised 7/12/10  
 Revised 10/14/13  
 Revised 2/10/14  
 Revised 5/11/15  
 Revised 4/10/17

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|       |                                                                           |
|-------|---------------------------------------------------------------------------|
| Legal | R.C. 3313.60, 3313.6021, 3313.603, 3313.61, 3313.611, 3313.6111, 3313.614 |
|       | R.C. 3313.615, 3313.618, 3313.647, 3313.903, 3323.08                      |
|       | R.C. 3301.07, 0710, 0711                                                  |
|       | A.C. 3301-41-01, 3301-13-01 to 07                                         |

|              |                                                |
|--------------|------------------------------------------------|
| Book         | Policy Manual                                  |
| Section      | October 14, 2019 First Reading                 |
| Title        | Tobacco Policies (2019) Revised USE OF TOBACCO |
| Code         | po5512                                         |
| Status       |                                                |
| Adopted      | November 19, 2007                              |
| Last Revised | July 11, 2011                                  |

## 5512 - USE OF TOBACCO

The Board of Education is committed to providing students, staff, and visitors with an indoor tobacco and smoke-free environment. The negative health effects of tobacco use for both the users and nonusers, particularly in connection with second hand smoke, are well established. Further, providing a non-smoking and tobacco-free environment is consistent with the responsibilities of teachers and staff to be positive role models for our students.

For purposes of this policy, "use of tobacco" means to chew or maintain any substance containing tobacco, including smokeless tobacco, in the mouth to derive the effects of tobacco, as well as all uses of tobacco or tobacco substitutes, including cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes and/or the smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes or other lighted smoking devices for burning tobacco or any other substance.

[X.] The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including but not limited to "JUULs"), ~~but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence.~~

In order to protect students and staff who choose not to use tobacco from an environment noxious to them, the Board prohibits the possession, consumption, purchase or attempt to purchase and/or use of tobacco or tobacco substitute products by students at all times

~~twenty-four (24) hours a day, seven (7) days a week.)-(~~

on Board premises, in Board-owned vehicles, within any indoor facility owned or leased or contracted for by the Board, and/or used to provide education or library services to children, and at all Board-sponsored events.

[X.] This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to:

(X) school grounds,

~~(X) athletic facilities, and~~

(X) any school-related event,

(X) on or off Board premises.

### [X.] Advertising/Promotion

In accordance with Policy 9700.01, tobacco advertising is prohibited on school grounds, in all school-sponsored publications, and at all school-sponsored events.

[X.] Tobacco promotional items that promote the use of tobacco products, including clothing, bags, lighters, and other personal articles are not permitted on school grounds, in school vehicles, or at school-sponsored events.

~~Notification[-]~~

~~“No Tobacco” signs will be posted throughout the District as required by R.C. 3794.06 and as specified by the Ohio Department of Health. Students will be provided notice of this policy through student handbooks.~~

~~[ ] District vehicles will display the international “No Smoking” insignia.~~

~~[ ] Announcements will be made during home athletic events both before the event and during intermission, as well as at all school functions where deemed appropriate.~~

~~[ ] School programs will include a written reminder of the tobacco-free policy.~~

**~~[ ] Educational Programming~~**

~~Tobacco use prevention education shall be coordinated with the other components of the school health program. Staff responsible for teaching tobacco use prevention education shall have adequate pre-service training and participate in ongoing professional development activities to effectively deliver education programming. Preparation and professional development activities shall provide basic knowledge about the effects of tobacco use and effects of peer pressure on tobacco use combined with effective instructional techniques and strategies and program-specific activities.~~

Students who violate this policy shall be subject to disciplinary action in accordance with the Student Code of Conduct/Student Discipline Code and in accordance with policies of the Board.

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Legal                      R.C. 3313.20, 3313.47, 3313.66, 3313.751, 2151.87  
                                 20 U.S.C. 6081 et seq., 20 U.S.C. 7182

|              |                                                                             |
|--------------|-----------------------------------------------------------------------------|
| Book         | Policy Manual                                                               |
| Section      | October 14, 2019 First Reading                                              |
| Title        | Copy of REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS |
| Code         | po5610                                                                      |
| Status       |                                                                             |
| Adopted      | November 19, 2007                                                           |
| Last Revised | May 13, 2019                                                                |

## 5610 - **REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS**

The Board of Education recognizes that exclusion from the educational program of the schools, whether by emergency removal, out-of-school suspension, expulsion, or permanent exclusion, is the most severe sanction that can be imposed on a student in this District, and one that cannot be imposed without due process. However, the Board has zero tolerance of violent, disruptive or inappropriate behavior by its students.

No student is to be removed, suspended out-of-school, expelled and/or permanently excluded unless his/her behavior represents misconduct as specified in the Student Code of Conduct/Student Discipline Code approved by the Board. The Code shall also specify the procedures to be followed by school officials when implementing such discipline. In addition to the procedural safeguards and definitions set forth in this policy and the student/parent handbook, additional procedures and considerations shall apply to students identified as disabled under the IDEA, ADA, and/or Section 504 of the Rehabilitation Act of 1973. (See Policy 5605 "Suspension/Expulsion of Disabled Students.")

Students may be subject to discipline for violation of the Student Code of Conduct/Student Discipline Code even if that conduct occurs on property not owned or controlled by the Board but where such conduct is connected to activities or incidents that have occurred on property owned or controlled by the Board, or conduct that, regardless of where it occurs, is directed at a District official or employee, or the property of such official or employee.

For purposes of this policy and the Student Code of Conduct/Student Discipline Code, the following shall apply:

- A. "Emergency removal" shall be the exclusion of a student who poses a continuing danger to District property or persons in the District or whose behavior presents an on-going threat of disrupting the educational process provided by the District. (See Policy 5610.03 "Emergency Removal")
- B. "Suspension" shall be the temporary exclusion of a student by the Superintendent, principal, assistant principal, or any other administrator from the District's instructional program for a period not to exceed ten (10) school days. Suspension shall not extend beyond the current school year, if at the time a suspension is imposed, fewer than ten (10) days remain in the school year.

The Superintendent may instead require a student to participate in a community service program or another alternative consequence for a number of hours equal to the remaining part of the period of the suspension. The student shall be required to begin such community service program or alternative consequence during the first full week day of summer break.

The Superintendent may develop a list of appropriate alternative consequences, and set forth such list in the applicable guidelines.

In the event, the student fails to complete the required community service or the assigned alternative consequence, the Superintendent may determine the next course of action. Such course of action, however, shall not include requiring the student to serve the remaining time of the suspension at the beginning of the following year.

The procedures for suspension are set forth in the Student Code of Conduct/Student Discipline Code and Policy 5611 - Due Process Rights.

Students are permitted to make up all work missed during a suspension for full credit.

- C. "Expulsion" shall be the exclusion of a student from the schools of this District for a period not to exceed the greater of eighty (80) school days or the number of school days remaining in a semester or term in which the incident that gives rise to the expulsion takes place or for one (1) year as specifically provided in this policy and the Student Code of Conduct/Student Discipline Code. Only the Superintendent may expel a student. The procedures for expulsion are set forth in the Student Code of Conduct/Student Discipline Code and Board Policy 5611 "Due Process Rights".

### 1. Firearm or Knife

Unless a student is permanently excluded from school, the Superintendent shall expel a student from school for a period of one (1) year for bringing a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except that the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. Similarly, the Superintendent shall expel a student from school for a period of one (1) year for possessing a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. The expulsion may extend, as necessary, into the school year following the school year in which the incident that gives rise to the expulsion takes place. The Superintendent shall refer any student expelled for bringing a firearm (as defined in 18 U.S.C. 921(a)(3)) or weapon to school to the criminal justice or juvenile delinquency system serving the District.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes, but is not limited to any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine, or other similar device.

A knife capable of causing serious bodily injury is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device (including sharp, metal martial arts weapons such as ninja throwing stars) that is used for, or is readily capable of, causing death or serious bodily injury.

The Superintendent may, in his/her sole judgment and discretion, modify or reduce such expulsion in writing, to a period of less than one(1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);
- b. The degree of culpability given the age of the student and its relevance to the misconduct and/or punishment and/or evidence regarding the probable danger posed to the health and safety of others, including evidence of the student's intent and awareness regarding possession of the firearm or knife capable of causing serious bodily injury and/or
- c. The academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

### 2. Violent Conduct

If a student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act:

- a. would be a criminal offense if committed by an adult;  
and
- b. results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6)

the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified

below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability);

or

- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

### 3. Bomb Threats

If a student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat, the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

The Superintendent may, in his/her sole judgment and discretion, reduce such expulsion to a period of less than one (1) year, on a case-by-case basis, for the following reasons:

- a. for students identified as disabled under the IDEA, ADA, and Section 504 of the Rehabilitation Act of 1973, upon recommendation from the group of persons knowledgeable of the student's educational needs;

or

- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

If at the time of the expulsion, there are fewer days remaining in the school year than the number of days of the expulsion, the Superintendent may apply any or all of the remaining period to the following school year.

- D. "Permanent exclusion" shall mean the student is banned forever from attending a public school in the State of Ohio. (See Policy 5610.01)

If a student is expelled for more than twenty (20) school days or for any period of time that extends into the next school year, the Superintendent shall provide the student and his/her parents with the names, addresses, and telephone numbers of those public or private agencies in the community which offer programs or services that help to rectify the student's behaviors and attitudes that contributed to the incident(s) that caused the expulsion.

### Suspension or Expulsion of Students in Grades Pre-Kindergarten through 3

Beginning with the 2019-2020 school year, except as permitted by law, suspension or expulsion proceedings shall not be initiated against a student in any of grades Pre-kindergarten through three unless the student has committed the following acts:

- A. The student brings a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, or possesses a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board.
- B. The student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act: 1) would be a criminal offense if committed by an adult; and 2)

results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6).

- C. The student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat.
- D. The student engages in behavior of such a nature that suspension or expulsion is necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.

Prior to suspending or expelling a student in any of grades Pre-K through 3, the Principal shall, whenever possible, consult with a mental health professional under contract. If the events leading up to the student's suspension or expulsion from school indicate that the student is in need of additional mental health services, the student's Principal or the District's mental health professional shall assist the student's parent or guardian with locating providers or obtaining such services, including referral to an independent mental health professional, provided such assistance does not result in a financial burden to the District or the student's school.

If a student in any of grades Pre-K through 3 is suspended or expelled, the student shall be afforded the same notice and hearing, procedural, and educational opportunities as set forth in Board policy and the law. The suspension or expulsion of a student in any of grades Pre-K through 3 shall not limit the Board's responsibilities with respect to the provision of special education and related services to such student in accordance with Board policy and the law. Further, the Board shall not be limited in its authority to issue an in-school suspension to a student in any of grades Pre-K through 3, provided that the in-school suspension is served in a supervised learning environment.

If the Superintendent determines that a student's behavior on a school vehicle violates school rules, s/he may suspend the student from school bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior. Any such suspension must comply with due process and the Student Code of Conduct/Student Discipline Code.

The Board authorizes the Superintendent to provide for options to suspension/expulsion of a student from school which may include alternative educational options.

The Superintendent shall initiate expulsion proceedings against a student who has committed an act that warrants expulsion under Board policy even if the student withdraws from school prior to the hearing or decision to impose the expulsion. The expulsion must be imposed for the same duration it would have been had the student remained enrolled.

The Board may temporarily deny admittance to any student who has been expelled from the schools of another Ohio district or an out-of-state district, if the student's expulsion period set by the other district has not expired. The expelled student shall first be offered an opportunity for a hearing. This provision also applies to a student who is the subject of a power of attorney designating the child's grandparent as the attorney-in-fact or caretaker authorization affidavit executed by the child's grandparent and is seeking admittance into the schools of this District in accordance with Policy 5111.

The Board may temporarily deny admittance to any student who has been suspended from the schools of another Ohio district, if the student's suspension period set by the other district has not expired. The suspended student shall first be offered an opportunity for a hearing before the Board.

When a student is expelled from this District, the Superintendent shall send written notice to any college in which the expelled student is enrolled under Postsecondary Enrollment Options at the time the expulsion is imposed. The written notice shall indicate the date the expulsion is scheduled to expire.

If the expulsion is extended, the Superintendent shall notify the college of the extension.

The Superintendent may require a student to perform community service in conjunction with or in place of a suspension or expulsion. The Board may adopt guidelines to permit the Superintendent to impose a community service requirement beyond the end of the school year in lieu of applying the expulsion into the following school year.

## Searches

In accordance with Policy 5771, school officials may search a student or a student's property when there are reasonable grounds to suspect the presence of contraband that violates the law or school rules. Dogs trained in the detection of illegal drugs and/or weapons may patrol school facilities and premises. A dog altering to an object is considered reasonable grounds for a search. Vehicles on school property are also subject to search. Student lockers are the property of the Board and are subject to search based on reasonable suspicion of the violation of the law or school rules and to random searches without regard to reasonable suspicion.

## Times and Places Applicable

Unless otherwise noted in the individual section, this code shall be applicable to any conduct: on school grounds or property adjacent to school grounds; during, before and after school hours, on school grounds at any other time when the school or the school grounds are being used by a school-related group; off school grounds at a school-sponsored activity, function or event; on a school bus or conveyance; or at any other time when the student is subject to the authority of the school. The rules and standards also apply to conduct off school premises which is connected to activities or incidents that have occurred on school property. The rules and standards also apply to any misconduct, regardless of where it occurs, that is directed at a District employee or official or the property of such employee or official.

### Substantive Provisions

Misconduct for which suspension/expulsion may be imposed:

- A. Tobacco: students shall not possess, use, transmit, conceal or sell cigarettes or tobacco. State law prohibits students from smoking in any school building. This includes possession or the use of matches and/or lighters. No warning will be given for smoking violations. A student is considered smoking when seen with a cigarette, leaving a discarded one or any other evidence indicating smoking. The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including but not limited to "JUULs").
- B. Dress and Appearance: Students shall not violate school rules relating to dress and appearance. Students shall attend school dressed in a manner which is clean, not hazardous to their safety or the safety of others, and which does not distract from the educational environment.
- C. Truancy, Tardiness or Class Cutting: Students shall not be absent from all or any portion of the regularly scheduled classes or other mandatory activities without school authorization and parental consent. A student is considered tardy to first period if s/he is not in his/her assigned seat when the late bell rings.
- D. Profane, Vulgar or Improper Language or Gestures: Students shall not speak or write profane, vulgar, derogatory, demeaning or other improper or inappropriate language, or use profane, vulgar or other improper inappropriate gestures or signs or engage or attempt to engage in profane, vulgar or other improper or inappropriate actions. Student attire containing profanity or obscenity is prohibited.
- E. Insubordination (also referred to as Failure to Comply with Directives): This is defined as failing to follow the directives of school personnel or otherwise acting in defiance of school authority. Students shall comply with directives, requests and orders of teachers, student teachers, substitute teachers or other appropriate school personnel.
- F. Failure to Accept Discipline or Punishment: Students shall not refuse to accept discipline or punishment from teachers, student teachers, substitute teachers, educational aides, bus drivers, principals or other appropriate school personnel.
- G. Harassment, Hazing and/or Sexual Harassment: Students shall not threaten, act or participate in or attempt to threaten, act or participate in an act or acts that injures, degrades, disgraces or tends to injure, degrade or disgrace any student. This includes any unwanted sexual advances which may be verbal, visual or physical contact.
- H. Violations of School Bus Conduct Requirement: Students shall not act or participate in any act or acts or attempt to act or participate in any act which poses or tends to pose a danger to the safe operation of a school bus or conveyance, including, but not limited to, failing to remain seated, throwing objects as passengers, the driver or out of the window, extending arms or objects out of the window, shouting and other disorderly conduct which could cause physical harm, emotional stress or diversion of the driver's attention.
- I. Disrespect: Students shall not act so as to intimidate, insult or otherwise abuse, orally or in writing, any member of the school staff or student body.
- J. Disruption of School: Students shall not by use of violence, force, noise, coercion, threat, harassment, intimidation, fear, passive resistance or any other conduct, cause, attempt or threaten to cause the disruption or obstruction of any lawful mission, process, activity or function of the school. Students shall not urge other students to engage in such conduct for the purpose of causing, attempting or threatening to cause the disruption or obstruction of any lawful mission, process, activity or function of the school. While this list is not intended to be all-inclusive, the following acts illustrate the kinds of misconduct prohibited by this rule:

- 1. occupying any school building, school grounds or part thereof;
- 2. blocking the entrance or exit of a school building or corridor or room therein;

3. setting fire or attempting to set fire to or damaging or attempting to damage or defacing or attempting to deface any school building or property;
  4. making, by telephone call, letter or other means, a threat to damage or destroy any school property or to disrupt any school-sponsored or related activity, function or event on or off school grounds. Any bomb threat to a school building, or to any premises at which a school activity is occurring will subject the offender to a one-year (1) expulsion;
  5. activating or attempting to activate an emergency alarm system in the absence of an emergency;
  6. preventing or attempting to prevent by physical act or verbal utterance the convening or continuing function of any school, class or activity or any lawful meeting or assembly on or off the school property;
  7. preventing or attempting to prevent students from attending a class or any school-sponsored or related activity or event;
  8. except under the direct instruction of the principal or other authorized school personnel, blocking pedestrian or vehicular traffic on school property or at the site of any school-sponsored activity or event; or
  9. continuously making noise or acting in a manner so as to interfere with a teacher's ability to conduct a class or an extracurricular activity.
- K. **Damage, Destruction, Theft or Unauthorized Removal of School Property:** Students shall not cause or attempt to cause damage to school property or steal or attempt to steal school property or engage in or attempt to engage in or participate or attempt to participate in the unauthorized removal of school property.
- L. **Damage, Destruction, Theft, or Unauthorized Removal of Private Property:** Students shall not cause or attempt to cause damage to private property of students, teachers, school personnel or other persons or steal or attempt to steal private property or engage or attempt to engage in or participate or attempt to participate in the unauthorized removal of private property.
- M. **Physical or Verbal Assault on or Abusive Language Toward a School Employee, Authorized Visitor or Another Student:** Intentionally or recklessly causing or threatening physical or emotional harm to another student or behaving in such a manner as to present an imminent risk of such harm. Students shall not use vulgar, profane or abusive gesture toward any school employee, authorized school visitor or another student, not cause or attempt to cause physical injury, or behave in such a way as could threaten to cause physical injury to a school employee, authorized school visitor or another student.
- N. **Weapons, Dangerous Instruments, Fireworks and Explosives:** Students shall not violate this District's policy against dangerous weapons in school Policy 5772. Students shall not use, possess, handle, transmit, sell, conceal or barter for, or bring upon school grounds, to a school activity or on to a school vehicle any object that can be classified as a weapon or dangerous instrument. Weapons and dangerous instruments shall include any object which is used or may be used to inflict physical harm or property damage or to threaten to inflict such harm or damage. Items that have the appearance of a weapon or dangerous instrument are also prohibited.

Students shall not possess, handle, transmit, conceal, sell or barter for, or bring upon school grounds, to a school activity or on to a school vehicle any fireworks, explosives, inflammables, munitions or other objects that could cause physical harm or property damage. Students shall not ignite, explode, detonate or attempt to ignite, explode or detonate fireworks, explosions, munitions, inflammables or other objects that could cause physical harm or property damage.

Violations of this section of the Student Code of Conduct may be subject to a one-year (1) or more expulsion as detailed in policy 5772. Violations of this section will also result in notification to the registrar of motor vehicles and the county juvenile judge.

O. **Narcotics, Alcoholic Beverages, Look-Alike Drugs and Stimulant or Depressant Drugs:**

1. Students shall not possess, use, transmit, sell, conceal, or consume any alcoholic beverage or intoxicant or any of the drugs of abuse while on school property and/or involved in school activities. Likewise, students shall not consume or have discernible odor of any alcoholic beverages or intoxicant or drug of abuse at a time before the student's arrival at school or a school-sponsored or related event or activity. Examples of drugs of abuse include, but are not limited to, narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, hemp, glue, butane, cocaine, nonmedically prescribed anabolic steroids or other substances that could modify behavior.

Where a student is found to have violated this paragraph by using or consuming unauthorized drugs, drugs of abuse or intoxicants, s/he may be required to submit a letter from a psychiatrist or physician stating that the student is physically and mentally able to resume his/her studies prior to his/her reentry on the school premises or participation in school-related activities.

Use of drugs as authorized by a medical prescription from a licensed physician shall not be considered in violation of this rule provided proper documentation has been completed and filed with the school office. However, selling, transferring or otherwise providing prescription drugs to a student to whom the drugs are not prescribed is a violation of this rule.

2. Students shall not possess, use, transmit, sell, consume or conceal any drug or look-alike drugs of abuse, instruments or drug paraphernalia (i.e., hypodermic needle, syringe, water pipe, roach clip, etc.).
3. Students who are knowingly in the presence of other students who are engaging in substance abuse and who fail to report such substance abuse to school authorities may also be in violation of this policy forbidding alcohol and drug use .
4. Violations of this section may also result in notification to the registrar of motor vehicles and the county juvenile judge.

P. Trespass:

1. Students shall not enter upon school grounds or premises of a school building to which the students are not assigned during or after school hours except with the express permission of the school principal of that building or to attend or participate in a school-sponsored event in which their regularly assigned school is involved or where students from their regularly assigned school have been invited to attend or participate.
2. Students already under suspension, expulsion or emergency removal shall not enter upon grounds or premises of the students regularly assigned or other school buildings without the express permission of the principal.

Q. Misconduct Away From School: Students who sell or transmit any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, cocaine, marijuana or other controlled substance or drug of abuse off school property or at a nonschool-sponsored or related activity, function or event, or on school property before or after school, may in accordance with the procedures set forth in R.C. 3313.66, be subject to suspension or expulsion from school if the Superintendent determines that the student's continued presence in the school is reasonably certain to disrupt or interfere with the educational process or endanger the health or safety of the students or others.

Students who engage in an assault upon a school employee or other student off school property, at a nonschool-sponsored or related activity, function or event, or on school property before or after school hours may, in accordance with the procedures set forth in R.C. 3313.66, be subject to suspension or expulsion from school if it is determined that the student's continued presence in the school is reasonably certain to disrupt or interfere with the educational process or endanger the health or safety of the students or others.

R. Falsification or Misstatement of Facts or Other Information: Students shall not forge the writing of another or falsely use the name of another person or falsify times, dates, grades, addresses or other data on school forms or school-related correspondence. Cheating and/or plagiarism on school assignments is considered fraud. Lying is considered fraud.

S. Gambling: Students shall not engage in or promote games of chance, placing bets or risk anything of value.

T. Obtaining Property or Things of Value by Use of Coercion and Related Misconduct: Students shall not use or attempt to use an express or implied threat, violence, harassment, coercion or intimidation to obtain money or any other type of property belonging to another student, a school employee or others.

U. Public Display of Affection or Sexual Acts: Students shall not engage in kissing, embracing or any sexual acts or displays not appropriate to the educational environment.

V. Repeated Violations: Students who repeatedly engage in acts which violate this code shall be subject to more severe punishment, including suspension or expulsion, for subsequent violations. The District shall be entitled to maintain records of each student's misconduct and consider such records in arriving at the type and severity of punishment to be imposed for a violation of this code.

W. Violation of Rules: Students shall not violate the policies of the Board, school rules, classroom rules or regulations. Such policies and rules and regulations will be posted in a conspicuous place. Students are responsible for becoming familiar with those items.

- X. Personal Communication Devices: Students are not permitted to use personal communication devices in a manner contrary to Wadsworth City School District Policy 5136: Personal Communication Devices. Personal communication devices include: computers, tablets (e.g., iPads and similar devices), electronic readers ("e-readers"; e.g., Kindles and similar devices), cell phones (e.g., mobile/cellular telephones, smartphones (e.g., BlackBerry, iPhone, Android devices, Windows Mobile devices, etc.)), telephone paging devices (e.g., beepers or pagers), and/or other web-enabled devices of any type.
- Y. Aiding and Abetting: Aiding and abetting any violation of this Student Code of Conduct will result in disciplinary action.
- Z. Failure to Provide Evidence/Providing False Information/Lying: Students are expected to be honest concerning violations of the Code of Conduct and to help school officials establish the truth about a possible violation of the Student Code of Conduct. In establishing the facts concerning an incident, students shall be expected to cooperate with school officials. Students shall not give or assist in giving false or fictitious accounts to any school official, policy official, fire official or any other person acting in an official or lawful capacity.
- AA. Violating Acceptable Use Policy: Students shall not use school-owned computers in a manner that violates the school's Acceptable Use Policy.
- BB. Violation of Student Publications Policy: Students shall not violate the Student Publications Policy, Policy 5722, with respect to content of student and nonstudent publications and requirements before distributing such publications.
- CC. Other Misconduct: Any misconduct which is contrary to the school's educational mission is prohibited.

A copy of this policy is to be posted in a central location in each school and made available to students and parents upon request. Key provisions of the policy should also be included in the parent-student handbook.

Revised 2/24/11  
 Revised 3/9/15  
 Revised 4/10/17  
 Revised 11/19/18

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Legal R.C. 2919.222, 3313.534, 3313.649, 3313.66, 3313.661, 3313.662, 3313.663  
 R.C. 3313.664, 3313.668, 3321.13 (B)(3) and (C), 3327.014  
 18 U.S.C. Section 921  
 20 U.S.C. 3351, 20 U.S.C. 7151, 20 U.S.C. 8921

|              |                                                        |
|--------------|--------------------------------------------------------|
| Book         | Policy Manual                                          |
| Section      | October 14, 2019 First Reading                         |
| Title        | Copy of DISPOSITION OF REAL PROPERTY/PERSONAL PROPERTY |
| Code         | po7300                                                 |
| Status       |                                                        |
| Adopted      | November 19, 2007                                      |
| Last Revised | November 20, 2017                                      |

### 7300 - **DISPOSITION OF REAL PROPERTY/PERSONAL PROPERTY**

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

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

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

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

#### **Disposition of Personal Property under \$10,000**

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

#### **Disposition of Real Property under \$10,000**

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

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

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

##### **A. Unless the property is being:**

1. sold to an exempt entity, as defined in R.C. 3313.41(C);
2. sold and/or leased to a community school or the board of trustees of a college preparatory boarding school, or a STEM school as set forth in R.C. 3313.411 or 3313.413; or
3. exchanged for an identified parcel of real property that the Board determines it needs for school purposes or the property is being used as part or an entire consideration for the purchase price of the identified real property,

pursuant to R.C. 3313.41(F); or

4. traded as a part or an entire consideration on the purchase price for a similar item of personal property upon such terms as agreed to by the parties to the trade pursuant to R.C. 3313.41(D) or the District shall attempt to sell the property by public auction after giving at least thirty (30) days notice of the auction by publication in a newspaper of general circulation.

B. If, after the property has been offered once by public auction, no acceptable bids have been received, the District may sell the property at private sale. The following procedures shall apply:

1. Regardless of how the property was offered at public auction, at a private sale, the Board shall, as it considers best, sell real property as an entire tract or in parcels. Personal property shall be sold in either a single lot or several lots.
2. All written offers on real property under consideration for disposition shall be presented as an item on the agenda of a public Board meeting. A preliminary review of offers to purchase or lease shall include: source of offer, date of offer, expiration date of offer, and intended use of property.
3. Written offers shall be referred to the Board Finance Committee for review and recommendations. Offers, when received, will be distributed to the members of the Board.
4. All property considered for lease or sale shall be reviewed by the Board prior to solicitation of offers. The solicitation of offers by the Board shall include an expiration date.
5. The authorized agents of the Board are to review all purchase or lease offers pertaining to sale or lease of property shall be selected by legal counsel and the Board. The Board shall give final approval of all contracts.
6. In consideration of the best interest of the District and of the residents and taxpayers, the Board reserves the right to reject any and all offers at its sole discretion, regardless of price and terms.
7. Potential purchasers or lessees shall demonstrate financial capability to meet the terms and conditions of their purchase or lease offer.
8. Potential purchasers shall demonstrate reasonable likelihood of obtaining necessary city/township approvals and/or compliance with city/township zoning ordinances.

C. If the Board decides to dispose of real property, prior to disposing of the property in the manner set forth above, the Board shall first offer the property to the governing authorities of all start-up community schools, the board of trustees of any college preparatory boarding schools, and the governing bodies of any STEM schools located within the territory of the District. The Board shall give priority to governing authorities of high-performing community schools that are located within the territory of the District. If more than one (1) governing authority of a high-performing community school offered the property notifies the Treasurer in writing of its intent to purchase the property within sixty (60) days after the offer is made, the Board shall conduct a public auction utilizing the process described above. If no governing authority from a high-performing community school expresses an intent to purchase the property within sixty (60) days after the offer is made, the Board shall proceed with the offers from all other governing authorities of the start-up community schools and the board of trustees of any college preparatory boarding school and the governing bodies of any STEM schools located within the territory of the District.

1. The Board shall offer the property to any community school governing authority, college preparatory boarding school board of trustees or governing body of a STEM school at a price that is not higher than the appraised fair market value of the property as determined in an appraisal of the property that is not more than one (1) year old.
2. In the event that more than one (1) community school governing authority, college preparatory boarding school board of trustees or STEM school governing body notifies the Treasurer of its intent to purchase the property within the prescribed time, the Board shall conduct a public auction utilizing the process described above.

D. Disposition of Unused School Facilities

1. "Unused School Facilities" means any real property that has been used by the District for school operations, including but not limited to academic instruction or administration, since July 1, 1998, but has not been used in that capacity for one (1) year ~~two (2) years~~.

2. The Board shall first offer any unused school facilities it owns for lease or sale to the governing authority of any community school, the board of trustees of any college preparatory boarding school, and the governing bodies of any STEM schools that are located within the territory of the District.

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

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

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

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

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

4. Any subsequent lease or sale of the property shall proceed in accordance with law.

5. If no governing authority of any start-up community school or STEM school or board of trustees accepts the offer to lease or buy the property within sixty (60) days after the subsequent offer is made, the Board may offer the property for sale or lease to any other permissible entity.

E. Further, the Board may dispose of property upon the majority vote of the members of the Board and a concurring vote of the legislative authority of a municipal corporation, declaring that an exchange of real property held by the District for school purposes for real estate held by the municipal corporation for municipal purposes will be mutually beneficial to both the District and the municipal corporation. The exchange may be made by conveyances that are executed by the President and Treasurer of the Board and the Mayor and Clerk of the municipal corporation, respectively.

F. The Board President and Treasurer shall execute and deliver deeds or other necessary instruments of conveyance to complete any sale or trade under this policy.

#### **Donation of Real or Personal Property.**

A. If the School District has property that the Board, by resolution, determines is not needed for school purposes, is obsolete, or is not fit for the use for which it was acquired, the Board may donate the property if the estimated fair market value of such property is \$2,500 or less in the opinion of the Board. The property may only be donated to an eligible 501(c)(3) nonprofit organization located in the State of Ohio and exempt from Federal income taxation under 26 U.S.C. 501(a) and 501(c)(3).

B. Prior to donating the property, the Board shall adopt a resolution that contains the following:

1. a statement expressing the Board's intent to make unneeded, obsolete or unfit-for-use, District property available to nonprofit organizations;
2. guidelines and procedures the Board considers to be necessary to implement the donation program;
3. an indication of whether the District will conduct such program or by a representative under contract with the Board;
4. contact information for such representative, if the person is known when the resolution is adopted;

5. a requirement that any nonprofit organization desiring to obtain donated property submit a written notice to the board or its representative that includes:

- a. evidence that the organization is a nonprofit organization that is located in the State of Ohio and exempt from Federal income taxation;
- b. a description of its primary purposes;
- c. a description of the type or types of property the organization needs; and
- d. the name, address, and telephone number of a person designated by the organization to receive donated property as its agent.

C. Upon the adoption of the resolution, the Board shall publish at least twice in a newspaper of general circulation, notice of its intent to donate unneeded, obsolete, or unfit-for-use property to eligible nonprofit organizations. The notice must also include a summary of the information provided in the resolution. A similar notice must also be continually posted in the Board's office and on the District's Internet website, if one exists. The second and subsequent notices shall be posted not less than ten (10) and not more than twenty (20) days after the previous notice.

D. The Board or its representative must maintain a list of:

- 1. all eligible 501(c)(3) nonprofit organizations that submit a written notice described above; and
- 2. a list of all real or personal property that qualifies for the program.

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

- 1. An item of property on the list must be donated to the 501(c)(3) organization that first declares to the Board or its representative its desire to obtain the item unless the Board previously established in a separate and distinct resolution, a list of eligible 501(c)(3) organizations that are to be given priority for an item's donation.
- 2. The resolution giving priority to certain nonprofit organizations must specify the reasons for giving the organizations this priority. Such priority may be given based on a direct relationship between the purposes of the organization and specific purposes of the programs provided or administered by the Board.

E. Members of the Board must consult with the Ohio Ethics Commission and comply with R.C. Chapters 102 and 2921 when donating property to a 501(c)(3) organization of which a Board member, his/her family member(s) or a business associate(s) of a Board member is a trustee, officer, Board member, or employee.

### **Proceeds from the Sale of Real Property**

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

Revised 10/14/13

Revised 4/11/16

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Legal

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

2 C.F.R. 200.78, 200.85

|         |                                                                    |
|---------|--------------------------------------------------------------------|
| Book    | Policy Manual                                                      |
| Section | October 14, 2019 First Reading                                     |
| Title   | Vol. 38, No. 1 - August 2019 - New SMALL UNMANNED AIRCRAFT SYSTEMS |
| Code    | po7440.03                                                          |
| Status  |                                                                    |

#### 7440.03 - **SMALL UNMANNED AIRCRAFT SYSTEMS**

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

~~The Board of Education prohibits the operation of small Unmanned Aircraft Systems (sUAS) at any time on property owned or leased or contracted for by the Board by any individual, whether the individual is employed by the District or not. Small Unmanned Aircraft Systems are commonly known as drones.~~

~~The Board also prohibits the operation of sUAS on property owned or leased or contracted for by the Board during District-sponsored contests (including scrimmages and previews), practices, tournaments, and activities under the auspices of the Ohio High School Athletic Association (OHSAA). District officials may deny admission or entry to anyone attempting to use a sUAS until the event has been completed. Any exceptions to this prohibition must be approved in advance by the Superintendent.~~

~~Any individual who violates this policy ( ) may be ( ) shall be referred to local law enforcement and/or subjected to discipline, if an employee or student.~~

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

~~OR-~~

##### [ X ] **OPTION 2**

The Board prohibits the operation of small Unmanned Aircraft Systems (sUAS) at any time by any individual who is not expressly authorized to do so by the Superintendent, on property owned or leased or contracted for by the Board. Small Unmanned Aircraft Systems are commonly known as drones.

The Board also prohibits the operation of sUAS on property owned or leased or contracted for by the Board during District-sponsored contests (including scrimmages and previews), practices, tournaments, and activities under the auspices of the Ohio High School Athletic Association (OHSAA). District officials may deny admission or entry to anyone attempting to use an sUAS until the event has been completed. Any exceptions to this prohibition must be approved in advance by the Superintendent.

To be authorized to operate a sUAS on property owned or leased or contracted for by the Board, a staff member, administrator, or other individual (agent) under contract with the Board must have a Remote Pilot Certificate issued by the Federal Aviation Administration (FAA). Further, the sUAS must be registered with the FAA and properly marked in accordance with 14 C.F.R. Part 107.

A staff member, administrator, or agent of the Board authorized to operate a sUAS on property owned or leased or contracted for by the Board, must also comply with all rules set forth in 14 C.F.R. Part 107. (See AG 7440.03)

Failure to adhere to all rules set forth in 14 C.F.R. Part 107 and AG 7440.03 may result in loss of authorization to operate a sUAS to operate on property owned or leased or contracted for by the Board, referral to local law enforcement, and/or further disciplinary action, up to and including termination for an employee and expulsion for a student.

##### **[END OF OPTIONS]**

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|       |                    |
|-------|--------------------|
| Legal | 14 C.F.R. Part 107 |
|-------|--------------------|

|         |                                                              |
|---------|--------------------------------------------------------------|
| Book    | Policy Manual                                                |
| Section | October 14, 2019 First Reading                               |
| Title   | Vol. 38, No. 1 - August 2019 Revised SCHOOL RESOURCE OFFICER |
| Code    | po8403                                                       |
| Status  |                                                              |

#### 8403 - **SCHOOL RESOURCE OFFICER**

The purpose of the District's School Resource Officer Program is to promote safe, orderly and secure learning environments for students through the activities of law enforcement, fostering a positive school climate, and education. The duties of the School Resource Officer (SRO) are primarily to promote school safety during the school day, to conduct law enforcement activities, to deliver education and collaboration with students and staff, to serve as a positive role model, and to assist in crime prevention and safety consulting. All duties shall be consistent with Federal and State laws, regulations, and police department policies and procedures. The role of the SRO is not to enforce discipline or punish students for violations of the student code of conduct, nor will an SRO be assigned to perform any educational duties in lieu of a certified educator.

The District may engage the services of a School Resource Officer(s) by executing a memorandum of understanding with the law enforcement agency for services. SRO's shall be trained as provided by law, including a basic training program and at least forty (40) hours of school resource officer training within one (1) year of appointment approved by the Ohio peace officer training commission. School Resource Officers employed by the District prior to the enactment of R.C. 3313.951 are exempt from the training requirements.

The memorandum of understanding shall clarify the following areas: the purpose of the SRO program and roles, responsibilities, and expectations between the District, District staff, and the law enforcement agency. It shall include defined goals, background training requirements for the selected officer(s) including child and adolescent development, provide for professional development in relevant areas, protocol for how suspected criminal activity versus school discipline will be handled, coordinated crisis planning and updating school crisis plans, student privacy under State and Federal law, and any other items identified by the parties. The memorandum of understanding shall be available

( **X** ) on the District's website.

~~(-) posted in each building and available upon request.~~

The District and law enforcement agency shall agree on criteria for selection of officers, which include but are not limited to a college degree or related college coursework, a minimum of two (2) years of experience as an officer, and an interest in working with youth. The District and law enforcement agency will establish evaluation procedures to support and monitor the activities and performance of the SRO.

~~[ ] Students will be provided the opportunity for input during drafting of the memorandum of understanding between the District and the law enforcement agency.~~

The SRO ultimately is accountable to the law enforcement agency but while at school, the SRO also is accountable to the building administration and Superintendent, and is expected to cooperate with school officials and school faculty and be familiar with and follow Board policies, guidelines and procedures, including but not limited to issues of student privacy, discipline, and operating standards for students with disabilities.

School Resource Officers may assist with implementation or amendment of the District's comprehensive emergency management plan and in doing so, must consult with first responders and local law enforcement officials. Other functions of the SRO outlined in the memorandum of understanding may include activities geared towards providing a safe learning environment, providing resources to school staff members, maintaining positive relationships with staff and students, developing community linkages with behavioral health and other community agencies, and developing problem-solving strategies for issues affecting students.

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Legal R.C. 3313.951



|              |                                                                                                                     |
|--------------|---------------------------------------------------------------------------------------------------------------------|
| Book         | Policy Manual                                                                                                       |
| Section      | October 14, 2019 First Reading                                                                                      |
| Title        | Vol. 38, No. 1 - August 2019 Revised STUDENT ABUSE AND NEGLECT to the board for a first reading on October 14, 2019 |
| Code         | po8462                                                                                                              |
| Status       |                                                                                                                     |
| Adopted      | November 19, 2007                                                                                                   |
| Last Revised | October 14, 2013                                                                                                    |

#### 8462 - **STUDENT ABUSE AND NEGLECT**

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

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

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

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

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

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

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

~~( ) all elementary, middle and high school staff members~~

**OR**

~~( ) all nurses, teachers, counselors, school psychologists and administrators who work in the District's elementary, middle, and high schools.~~

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

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

**OR**

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

**[END OF OPTIONS]**

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

All newly-employed

~~(-) professional staff~~

**OR**

~~(-) mental health providers,~~ nurses, teachers, counselors, school psychologists, and administrators who work in the District's elementary, middle and high schools

shall complete at least four (4) hours of in-service training within two (2) years of the date of employment. ~~Further, all middle and high school~~

~~(-) staff members~~

**OR**

~~(-) nurses, teachers, counselors, school psychologists and administrators~~

~~employed by the District as of October 16, 2009, must complete the initial four (4) hours of in-service training no later than October 16, 2011. Additional training must occur every five (5) years thereafter.~~

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

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

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Legal

R.C. 2151.421, 3313.60, 3319.073

|              |                                                                                       |
|--------------|---------------------------------------------------------------------------------------|
| Book         | Policy Manual                                                                         |
| Section      | October 14, 2019 First Reading                                                        |
| Title        | Copy of Vol. 37, No. 2 - Revised FOOD SERVICES for Board consideration in August 2019 |
| Code         | po8500                                                                                |
| Status       |                                                                                       |
| Adopted      | November 19, 2007                                                                     |
| Last Revised | April 10, 2017                                                                        |

## 8500 - **FOOD SERVICES**

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit, and will provide food service for the purchase and consumption of lunch for all students. The Board shall annually encumber the funds needed to operate the program.

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages, including but not limited to the current USDA's school meal pattern requirements and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program.

The Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities. Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. See Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity.

The Board shall approve and implement nutrition standards governing the types of food and beverages that may be sold on the premises of its schools and shall specify the time and place each type of food or beverage may be sold. In adopting such standards, the Board shall:

- A. consider the nutritional value of each food or beverage;
- B. consult with a dietitian licensed under R.C. Chapter 4759, a dietetic technician registered by the commission on dietetic registration, or a school nutrition specialist certified or credentialed by the school nutrition association;
- C. consult and incorporate to the maximum extent possible the dietary guidelines for Americans jointly developed by the United States Department of Agriculture (USDA) and the United States Department of Health and Human Services; and
- D. consult and incorporate the USDA Smart Snacks in School nutrition guidelines.

No food or beverage may be sold on any school premises except in accordance with the standards approved by the Board.

In addition, as required by law, a food safety program that is based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service program staff and other authorized persons.

The Board shall provide a Federal food service program for students during summer intervention programs that are mandated under Federal law. If the Board determines that it is unable to provide a Federal food service program during the summer, for financial reasons, the Board will communicate that decision to its residents in a manner it determines to be appropriate.

During all times while the food service program is operating and students are being served food, at least one (1) employee shall be present in the area in which the food is being consumed who has received instruction in methods to prevent choking and demonstrated an ability to perform the Heimlich maneuver.

### Substitutions

If determined appropriate by a student's Section 504 team, ~~s~~Substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a health care provider who has prescriptive authority in the State of Ohio has provided medical certification that the student has a disability that restricts his/her diet, in accordance with the criteria set forth in 7 CFR Part 15b. To qualify for such substitutions the medical certification must identify:

- A. the student's disability and the major life activity affected by the disability;
- B. an explanation of why the disability affects the student's diet; and
- C. the food(s) to be omitted from the student's diet and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).

**[ X ]** ~~On a case-by-case basis,~~ If determined appropriate by a team of qualified individuals including, but not limited to, the Principal, school nurse, parent, Director of Food Services, ~~X~~ \_\_\_\_\_ substitutions to the standard meal requirements may be made, at no additional charge, for a students who ~~is~~are not a "disabled persons," but has~~ve~~ a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

- A. the medical or dietary need that restricts the student's diet; and
- B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

For non-disabled students who need a nutritionally equivalent milk substitute, only a signed request by a parent or guardian is required.

Lunches sold by the school may be purchased by students and staff members and community residents ~~in accordance with administrative guidelines established by the Superintendent. Lunches may be made available, free of charge, to senior citizens who are serving as volunteers to the District.~~

The operation and supervision of the food-service program shall be the responsibility of the Superintendent/Designee. In accordance with Federal law, the Superintendent/Designee shall take such actions as are necessary to obtain a minimum of two (2) food safety inspections per school year, which are conducted by the State or local governmental agency responsible for food safety inspections. The report of the most recent inspection will be posted in a publicly visible location, and a copy of the report will be available upon request. **[Please note: Schools participating in more than one (1) child nutrition program are only required to obtain two (2) food safety inspections per school year if the nutrition programs offered use the same facilities for the preparation and service of meals. Also, the requirement for two (2) inspections does not apply to schools that only offer the Special Milk Program.]**

A periodic review of the food-service accounts shall be made by the Treasurer. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods may accrue to the food-service program.

Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable.

**[ X ]** Bad debt is uncollectable/delinquent debt that has been determined to be uncollectable by the end of the school year in which the debt was incurred. If the uncollectable/delinquent debt cannot be recovered by the School Meals Program in the year when the debt was incurred, then this is classified as bad debt. Once classified as bad debt, non-Federal funding sources must reimburse the NSFS for the total amount of the bad debt. The funds may come from the District general fund, State or local funding, school or community organizations such as the PTA, or any other non-Federal source. Once the uncollectable/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 C.F.R. 210.9(b) (17) and 7 C.F.R. 210.15(b).

~~The Superintendent is authorized to develop and implement an administrative guideline regarding meal charge procedures. This guideline will provide consistent directions for students who are eligible for reduced price or paid meals but do not have funds in their account or in hand to cover the cost of their meal at the time of service.~~

~~This guideline shall be provided in writing to all households at the start of each school year and to households transferring to the school or School District during the school year.~~

With regard to the operation of the school food service program, the Superintendent shall require:

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the planning and execution of menus in compliance with USDA requirements;
- D. the purchase of food and supplies in accordance with State and Federal law, USDA regulations, and Board policy; (see Policy 1130, Policy 1214, Policy 3113, Policy 3214, Policy 4113, Policy 4214, and Policy 6460)
- E. complying with food holds and recalls in accordance with USDA regulations;
- F. the administration, accounting, and disposition of food-service funds pursuant to Federal and State law and USDA regulations;
- G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;
- H. the regular maintenance and replacement of equipment;
- I. all District employees whose salaries are paid for with USDA funds or non-Federal funds used to meet a match or cost share requirement must comply with the District's time and effort record-keeping policy (see Policy 6116).

In accordance with the nutritional standards adopted by the Board, the placement of vending machines in any classroom where students are provided instruction, unless the classroom is also used to serve meals to students, is prohibited.

The District shall serve only nutritious food in accordance with the nutritional standards adopted by the Board in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages in competition with the District's food-service program must comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550.

The Superintendent will require that the food service program serve foods in the schools of the District that are wholesome and nutritious and reinforce the concepts taught in the classroom.

The Superintendent is responsible for implementing the food service program in accordance with the adopted nutrition standards and shall provide a report regarding the District's compliance with the standards at one of its regular meetings annually.

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Legal

R.C. 3313.81, 3313.811-815

A.C. 3301-91

42 U.S.C. 1758

Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

7 CFR Parts 15b, 210, 215, 220, 225, 226, 227, 235, 240, 245, 3015

OMB Circular No. A-87USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

## OHSAA TOURNAMENT SITE AVAILABILITY AGREEMENT

"OHSAA"

"DISTRICT"

|                                                                                                                                 |                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>OHIO HIGH SCHOOL ATHLETIC ASSOCIATION</b><br>an unincorporated association<br><br>4080 Roselea Place<br>Columbus, Ohio 43214 | [Public School District or Nonpublic School<br>Inserts Name Here]<br><br>{ <u>Wadsworth City Schools</u> } |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|

This Tournament Site Availability Agreement is effective as of August 1, 2019, (the "Effective Date") and shall remain in effect for any and all tournament contest for the 2019-2020 school year.

District agrees to give and grant the OHSAA, including each District Athletic Board of the OHSAA, an exclusive license to use the District's premises/facilities for the purpose of conducting the OHSAA Sectional and/or District tournament contests in the sports indicated below in the event the OHSAA/DAB selects District as a host site.

### FALL SPORTS

☒ Boys Soccer  
☐ Girls Soccer  
☐ Volleyball

### FALL SPORTS

☐ Boys & Girls Golf  
☐ Girls Tennis  
☐ Boys & Girls Cross Country

For those tournament events that are set up by the OHSAA/DAB for the "better seeded team" to host the tournament contest, the District shall not charge the OHSAA/DAB a rental/license fee and the District further agrees to staff the tournament within the staffing fees defined by the OHSAA/DAB for the specific sport/contest.

Prior to any and all tournament contest commencing at District's premises and facilities, District will cause the premises to be inspected for any and all latent or patent defects and shall certify the premises safe and free of defects for the contests to be conducted for the dates on which they are to be conducted.

The parties hereto incorporate herein the **OHSAA Tournament Site Agreement General Terms and Conditions 2019-2020** as if fully rewritten herein. The parties represent and warrant that they have read the General Terms and Conditions prior to executing this Agreement. Notwithstanding the fact that copies of these General Terms and Conditions have been provided to District, these General Terms and Conditions are published on the OHSAA website at [www.OHSAA.org](http://www.OHSAA.org).

School District:

By: Brad Musgrave

{ Print Name }

Brad Musgrave  
(Signature)

Its: CEO, Prin. Or AD A.D.

OHSAA/District Athletic Board:

By: Larry Acker

\_\_\_\_\_  
(Signature)

Its: District Board Secretary

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION  
4080 ROSELEA PLACE ~ COLUMBUS, OHIO 43214

CONFIRMATION OF  
TOURNAMENT SITE AGREEMENT

This **CONFIRMATION OF TOURNAMENT SITE AGREEMENT** is executed this 8<sup>th</sup> day of Oct., 2019  
by and between the Ohio High School Athletic Association, dba the NEDAB (hereinafter "DAB"), and  
Wadsworth City Schools, located at 524 Broad St. Wadsworth, OH 44281 (hereinafter  
("DISTRICT" or FACILITY))

Whereas, District or Facility has previously indicated its desire to host certain tournament events throughout the 2019-2020 school year; and

Whereas, as the fall/winter/spring tournaments are about to begin, tournament site selections have been made by the DAB and District's or Facility's site has been chosen to host one or more of these tournament events; and

Whereas, all terms and conditions of the Tournament Site Agreement have been agreed to except the dates of the events and the financial terms of this license;

Now therefore, in order to confirm the terms of the **Tournament Site Agreement** and to identify the times, dates and financial terms of that agreement, the parties hereto agree as follows:

1. LICENSE

- a. DISTRICT or FACILITY agrees to license the premises known as Art Wright Stadium, located at 280 Grandview Ave. Wadsworth 44281 (hereinafter the "Facilities").
- b. This license includes, but is not limited to the competition area, public areas, spectator stands, locker room(s), parking areas and press areas for the purpose of presenting the OHSAA SECTIONAL DISTRICT (circle one) Tournament in the sport of Boys Soccer.
- c. The OHSAA Tournament Site Agreement General Terms and Conditions 2019-2020 are incorporated herein as if fully rewritten.
- d. The times and dates for these tournament events are listed below.

|                      |             |                 |
|----------------------|-------------|-----------------|
| <u>Oct. 16, 2018</u> | <u>2019</u> | <u>10/16/19</u> |
|                      |             |                 |
|                      |             |                 |

2. LICENSE FEE

As and for further consideration of the Tournament Site Agreement, DAB agrees to pay District or Facility the license fee of \_\_\_\_\_ (\$ \_\_\_\_\_) per day/per event.

Northeast District Athletic Board

By: Larry Acker, Secretary  
OHSAA District Board

District or Facility  
By: Brad Musgrave  
{Print}  
Brad Musgrave  
{Signature}

Its: CEO, Administrator—Principal, AD



Rev. 07/24/2019

# OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

## TOURNAMENT SITE AGREEMENT

### GENERAL TERMS AND CONDITIONS

#### PREMISES

- a. DISTRICT hereby gives and grants unto the OHSAA the right to exclusive occupancy and use of the facilities and those areas of the facilities as may be reasonably necessary for ingress and egress for personnel and equipment, as well as those areas outside the facilities and adjacent thereto as required for the OHSAA's parking and unloading of vehicles.
- b. DISTRICT shall make available to the OHSAA the aforementioned facilities for the number of days of competition indicated in Item 1, as well as the preceding day for event preparations. The OHSAA, its employees, agents and / or representatives shall have the privilege of entering upon said facilities at all reasonable times prior to the contemplated use for the purpose of preparing said facilities for its intended use.

#### CONSIDERATION

- a. OHSAA agrees to pay DISTRICT in accordance with the *Fee Schedule* set forth in the attached *Addendum* as and for the licensing fee which includes and provides for the exclusive use of the DISTRICT's aforementioned facilities including, but not limited to, the competition field, spectator stands, locker rooms, parking areas and press areas, as well as the services provided, including but not limited to, ticket takers, ticket sellers, ushers, security, emergency services, custodial services, announcers, scoreboard operators, site manager, etc. for operating the event. OHSAA shall provide for all contest officials including the officiating crew, officials' observers and such other personnel as deemed necessary and appropriate by the OHSAA.
- b. OHSAA shall pay DISTRICT an Administrative Fee in accordance with the attached *Addendum* to assist the DISTRICT in defraying costs in the treasurer's office for administering payroll and providing workers compensation insurance for the event workers. Through entering into this agreement, the DISTRICT understands the requirements present in Ohio Revised Code 3313.24 apply to this fee paid to the DISTRICT.
- c. DISTRICT shall designate a "site manager" who shall be the DISTRICT's liaison between DISTRICT and the OHSAA and who shall oversee all services personnel including, but not limited to, scoreboard operators, announcers, ushers, ticket sellers, ticket takers, security, EMS, and such other personnel as may be required in order to operate the tournament at DISTRICT's site in accordance with the standards established by the OHSAA. The DISTRICT shall provide the name of the "site manager" to the OHSAA prior to the execution of this agreement. The OHSAA, in its sole discretion, may elect to ratify that selection or may request the DISTRICT make another selection. Should the OHSAA choose to designate its own personnel other than the "site manager" (e.g. media coordinator or statistician) it will be at the expense of the OHSAA.
- d. The DISTRICT's site manager shall be responsible for coordinating with the OHSAA's designated representative with respect to all aspects of the events that are scheduled to take place at DISTRICT's site. Furthermore, DISTRICT shall be responsible in ensuring the designated site manager adhere to and enforce all tournament regulations as promulgated by the OHSAA for the events that are the subject matter of this AGREEMENT.
- e. The DISTRICT shall conduct the tournament competition in accordance with all applicable provisions of the OHSAA Constitution, Bylaws, General Sports Regulations, Specific Sports Regulations, Tournament Regulations and policies and procedures adopted by the OHSAA Board of Directors, Executive Director or Executive Director's designee.

#### TICKETS AND OTHER REVENUES

- a. **Printing:** Unless otherwise agreed to between the parties, OHSAA shall be responsible for providing DISTRICT with printed tickets for the seating requirements of the events that are the subject matter of this AGREEMENT.
- b. **Sales:** With the exception of the pre-sale ticket policies with respect to the participating schools in the subject matter events, all ticket sales shall be under DISTRICT's control. DISTRICT shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales revenue until final settlement with OHSAA. All tickets must be sold in accordance with the ticket prices established by the OHSAA Board of Directors, and any deviations must be approved by the OHSAA Executive Director.
- c. **Revenue:** All ticket and other revenues shall be held in custody of the DISTRICT and deposited and held in a restricted, agency fund separate and distinct from the DISTRICT'S other funds, until final settlement with the OHSAA. DISTRICT agrees to collect all monies from the sale of all tickets sold in connection with the events and any other revenues that are the subject matter of this AGREEMENT, and shall maintain regular books and records pertaining to each performance of the events including a true and accurate account of all monies collected. It is agreed that revenues held in custody of the DISTRICT in this manner shall not constitute public money as the term is defined in Ohio Revised Code 117.01.

- d. **Settlement:** At the conclusion of the events, a final settlement showing the number of tickets sold, gross amounts of money received, total amount deducted for any taxes, total number of complimentary tickets issued pursuant to OHSAA policies and procedures and passes accepted and any other charges which may be deducted from gross revenue pursuant to the Agreement shall be delivered by DISTRICT to OHSAA. All tickets remaining unsold at the close of the ticket office sales for the events shall be presented to OHSAA for inspection, and the final settlement of the ticket sales shall be based on the number of tickets remaining and available for inspection at the close of all sales.
- e. **Inspection:** OHSAA, by representative designated in writing in advance, shall have the right to inspect ticket racks and the ticket office(s) and shall have the right to inspect other records with respect to admission receipts, including unsold tickets and stubs of tickets sold. The OHSAA will be admitted to the ticket office at all reasonable times when accompanied by the DISTRICT'S duly designated representative.
- f. **Reports:** The DISTRICT shall complete the financial reports of the activities conducted under this agreement in the form and manner prescribed by the OHSAA. All monies that are due OHSAA will be paid by DISTRICT'S check within thirty days following the completion of the events, unless a longer term is agreed to by the parties. Additionally, all unused tickets provided by the OHSAA will be returned in the manner designated by the OHSAA.

#### INSURANCE

- a. The OHSAA shall secure a policy of liability from a reputable insurance company authorized to do business in Ohio, for personal injury and property damage claims and shall have limits of not less than \$1,000,000. Furthermore, each party to this agreement shall be responsible for their own acts of negligence under the policies.
- b. OHSAA must secure primary comprehensive general public liability insurance coverage for the duration of the event (including any practice dates) with combined single limits of \$1,000,000 per occurrence and \$5,000,000 general aggregate for bodily injury, personal or advertising injury, and property damage. If the DISTRICT requires additional insured status, OHSAA will provide that coverage as well. OHSAA must provide DISTRICT with a certificate of insurance showing the required coverage not less than 60 days in advance of the event.
- c. The parties hereto mutually waive all right of recovery against each other for any loss or damage to the extent that the payment therefore is made under fire or extended coverage insurance or similar insurance on any and all property, whether real or personal, at the aforementioned facilities.
- d. The DISTRICT is responsible for the payment of workers compensation premiums in accordance with Ohio laws and regulations for all event workers hired by the DISTRICT to conduct the activities of the event.

#### FOOD, BEVERAGES, AND NOVELTIES

- a. Concessions: The rights to all concessions are reserved by DISTRICT, except as may be specifically provided by separate agreement by the parties, and all revenue received from all such concessions shall be retained by DISTRICT.
- b. Alcoholic Beverages: DISTRICT agrees not to sell or serve any alcoholic beverages (including "nonalcoholic" beer) on the premises during the event.
- c. Tobacco Products: DISTRICT agrees not to sell or dispense any tobacco products for public or private consumption on the premises during the event.
- d. Signage: DISTRICT agrees to cover any alcohol or tobacco-related signage during the aforementioned tournament.
- e. Merchandise / Novelties: DISTRICT agrees to allow OHSAA to sell merchandise/novelties inside and outside the premises and retain all revenues from such sales. Merchandise / novelty sales locations must meet the approval of DISTRICT. DISTRICT waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s). DISTRICT agrees to pay any such fees not waived.
- f. In the event DISTRICT wishes to sell "spirit gear" in support of DISTRICT's school/school teams, DISTRICT must obtain written approval from the OHSAA prior to selling any such gear at/during the subject events. For purposes of this agreement, "spirit gear" is defined as school specific merchandise and novelties which were sold to the public during the regular season events of the DISTRICT.

#### SPONSORSHIP, ADVERTISING AND PROMOTION

- a. DISTRICT acknowledges the OHSAA does, from time to time, partner with corporate and event sponsors. Included in these corporate and event sponsorship packages are the rights to advertise and market said corporate and event sponsors in and about the event facilities. The OHSAA shall be permitted to display its corporate and event sponsors' banners and other acceptable forms of advertising/marketing in and about the facilities.
- b. OHSAA acknowledges that during the term of this Agreement, DISTRICT may involve local sponsors, which may include the provision of advertising space at and about the facilities. Notwithstanding this acknowledgement of DISTRICT'S rights, nothing about this acknowledgment or Agreement shall confer upon DISTRICT the right to sell event-specific sponsorships (advertising or marketing exposure) without first obtaining the written permission from the OHSAA's Senior Director of Corporate Development relative to any such activities.

## SUITABILITY

DISTRICT shall certify that the aforementioned facilities are in good working condition and provide a safe environment for the OHSAA participants, staff and fans.

## LICENSE, PERMITS

DISTRICT agrees, represents and warrants that DISTRICT has obtained any and all necessary permits, licenses and rights from all copyright holders and/or their agents for any and all music or works DISTRICT may play through DISTRICT'S public address system (or through any other system) before, during and after the subject contests and which music or works are protected by statutory or common-law copyrights or other proprietary law.

## EMERGENCY ACTION PLAN

DISTRICT represents and warrants that it has developed and implemented an Emergency Action Plan in anticipation of a variety of emergencies reasonably foreseeable given the nature of facilities and events contemplated under this Agreement, that said Emergency Action Plan has been reviewed with all key personnel responsible for the implementation of the Plan in the event of an emergency and that said Emergency Action Plan is available for review by the OHSAA upon request.

## MEDIA

- a. DISTRICT agrees to waive any and all television, radio, video, film, photography and internet rights and/or access fees normally charged for events held at DISTRICT's facilities, and grants free and full access to media rights holders as needed. DISTRICT will pay any such fees not waived.
- b. DISTRICT will not charge the OHSAA or its media rights holders a fee in connection with the use of its power, lighting or parking facilities. DISTRICT will pay any such fees not waived.
- c. Notwithstanding the foregoing provisions, DISTRICT shall not be responsible to facilities or access that do/does not already exist at DISTRICT's facility.

## CANCELLATION

- a. DISTRICT shall retain the right to cancel or interrupt the event or portion thereof when in the sole judgment of DISTRICT or authorized representative to evacuate the premises for such reasons of public safety. Should it become necessary, in the judgment of the DISTRICT or authorized representative, to evacuate the premises for reasons of public safety, the OHSAA will retain possession of the premises for sufficient time to complete the tournament, providing such time does not interfere with another previously scheduled use of the premises. Any and all additional charges the DISTRICT would incur as a result of these delays in concluding the subject events shall be mutually agreed upon by the parties hereto prior to the resumption of the event following the postponement thereof. The amount of time remaining in postponed or delayed contest shall be the primary consideration in assessing any additional fees.

## STAFFING, COSTS, AND OTHER EXPENSES RELATED TO EVENT

- a. DISTRICT shall provide tournament personnel including, but not limited to, site manager, ticket sellers, ticket takers, program sellers, security, ushers, parking personnel, announcers, scorekeepers and sworn law enforcement. In consultation with local law enforcement jurisdictions, DISTRICT retains the right to determine the appropriate number of security personnel and staff to properly serve and protect the public and may classify local law enforcement personnel as independent contractors of the DISTRICT. All such persons shall be supervised and controlled by DISTRICT as employees of the DISTRICT.
- b. The OHSAA shall provide all contest officials as independent contractors of both the DISTRICT and the OHSAA.
- c. DISTRICT shall pay tournament personnel in accordance with all applicable Federal, state and local laws and regulations, ~~and shall hold OHSAA harmless from any omissions in employee classification, including, but not limited to the payment of fines, interest and penalties.~~ <sup>10/6/19</sup> *MM*

## PARKING

- a. Parking for the event shall be provided at no cost to fans in lots designated for such purpose by DISTRICT. Such parking will be made available in lots on the premises. However, if DISTRICT has charged a parking fee during DISTRICT's regular season contest, DISTRICT may continue to charge the parking fee charged during the regular season not to exceed Three Dollars and 00/100 (\$3.00) per vehicle. If parking is charged by the DISTRICT, the DISTRICT may retain the revenues received from that parking fee, unless the parties elect to modify this provision by separate agreement.
- b. DISTRICT shall provide free parking accommodations for OHSAA personnel and guests.

## **FORCE MEJEURE**

If DISTRICT is unable to give possession of the premises on the specified dates by reason of "Force Majeure," DISTRICT shall not be subject to liability for failure to give possession. For the purposes of this agreement, the term "Force Majeure" shall mean fire, earthquake, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, of governmental agency, of authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of DISTRICT.

## **NO WAIVER**

No provision of this agreement shall be deemed to have been waived by either party, unless such waiver is in writing and signed by both the DISTRICT and the OHSAA. This agreement contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

## **GOVERNING LAW**

This agreement shall be governed and construed under the laws of the State of Ohio.

## **NOTICES**

Unless otherwise provided in writing, all notices, consent or approval shall be provided in writing to the following addresses:

Northeast District Athletic Board

Attention:

Larry Acker, Secretary

Northeast District Board

2480 Michael Way

Wooster, Ohio 44691

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With copy to:

OHSAA

4080 Roselea Place

Columbus, OH 43214

Attention: Jeffrey Jordan, Senior Director of Finance and Accounting

## Wadsworth Advisory Committees to the Four Cities Compact (2019-2020)

| Name                     | Company                                     | Program                   |
|--------------------------|---------------------------------------------|---------------------------|
| Adam Etling              | Land Rover Solon                            | Automotive Technologies   |
| Jeff Collins             | Retired Auto teacher/ lab assistant at MCCC | Automotive Technologies   |
| Jeff Mazzei              | Fisher Federated Auto Parts                 | Automotive Technologies   |
| Mike Tighe               | AATEC Automotive Equipment                  | Automotive Technologies   |
| Johnmark Ocheltree       | Shearer Equipment                           | Automotive Technologies   |
| Frank Dennemiller        | Mobile Service & Repair                     | Automotive Technologies   |
| Clark Wilson             | Premier GMC                                 | Automotive Technologies   |
| Sam Adair                | Stark State College                         | Automotive Technologies   |
| Pam Csaky                | Wadsworth High School                       | Media Communications      |
| Justin Stine             | Mosher Media                                | Media Communications      |
| Juan Contreras Barberena | ZTV/University of Akron                     | Media Communications      |
| Kristen Stipkovich       | Venture Products, Inc                       | Media Communications      |
| Jess Byard               | Red Point Digital                           | Media Communications      |
| David Jones              | White Balance Media                         | Media Communications      |
| Scott Hallgren           | Kent State University                       | Media Communications      |
| Carrie Knapp             | Highland Local Schools                      | Family & Consumer Science |
| Trish Swanson            | Wadsworth City Schools                      | Family & Consumer Science |
| Chrystan Richardson      | City of Cuyahoga Falls                      | Family & Consumer Science |
| Dennis Ott               | Ott Brothers Building & Design              | Family & Consumer Science |
| Kathy Ott                | Ott Brothers Building & Design              | Family & Consumer Science |
| Jackie Hamilton          | University of Akron                         | Family & Consumer Science |
| Shelly Rohrer            | Wadsworth High School                       | Family & Consumer Science |
| Ben Cook                 | Skoda Minotti Business & Financial Advisors | Family & Consumer Science |
| Logan Broadbent          | General Electric                            | Marketing Education       |
| Tammy DeDominicis        | Teacher - Green Local Schools/Formal Parent | Marketing Education       |
| Sam DeDominicis          | Student - Kent State Stark/Formal Student   | Marketing Education       |
| Adam Todd                | Fisherman's Central                         | Marketing Education       |
| Nancy Likens             | Soprema Senior Center                       | Marketing Education       |
| Dwain Kibler             | Retired Teacher/Community Member            | Marketing Education       |
| Jacob Farrar             | Akron University                            | Marketing Education       |
| Jacob Russell            | Current Student                             | Marketing Education       |
| Jesse Smith              | Former Carpentry Teacher                    | Carpentry                 |

| <b>Name</b>       | <b>Company</b>                        | <b>Program</b>                                        |
|-------------------|---------------------------------------|-------------------------------------------------------|
| Joshua Kallai     | Clean by Kallai Window Cleaning       | Carpentry                                             |
| Ryan McNeil       | Ream Construction                     | Carpentry                                             |
| Kip Shipley       | Wadsworth City School                 | Carpentry                                             |
| Bill Simmons      | Simmons Bros. Construction            | Carpentry                                             |
| Mark Thompson     | Thompson Excavating                   | Carpentry                                             |
| Bill Smith        | Stiner Lumber                         | Carpentry                                             |
| Austin Reddish    | Senior Student                        | Carpentry                                             |
| Zak Ryan          | Davis Door                            | Carpentry                                             |
| Kelly Hooper      | Norton High School                    | Job Training                                          |
| Al Daviso         | The University of Akron               | Job Training                                          |
| Karen Kriss       | Opport. For Ohioans with Disabilities | Job Training                                          |
| Andrew Subotnik   | 11 AM Industries                      | Job Training                                          |
| Kate Boughton     |                                       | Job Training                                          |
| Sarah Boughton    |                                       | Job Training                                          |
| Mercedes Squire   |                                       | Job Training                                          |
| Erin Mauer        | Windfall Industries                   | Job Training                                          |
| Jackie Schulte    | SFS Intec                             | Engrg., Design & Tech./Programming, Design & Robotics |
| Ron Scozzari      | SME Prime                             | Engrg., Design & Tech./Programming, Design & Robotics |
| Jennifer Sperbeck | SME Prime                             | Engrg., Design & Tech./Programming, Design & Robotics |
| Brian Steiner     | Ashland University                    | Engrg., Design & Tech./Programming, Design & Robotics |
| Dan Chase         | Parker Hannifin                       | Engrg., Design & Tech./Programming, Design & Robotics |
| Keri Neff         | ARCONIC                               | Engrg., Design & Tech./Programming, Design & Robotics |
| Chris Kallai      | Kallai Construction                   | Engrg., Design & Tech./Programming, Design & Robotics |
| Pete Alexander    | Wadsworth High School                 | Engrg., Design & Tech./Programming, Design & Robotics |
| Dan Kandray       | University of Akron                   | Engrg., Design & Tech./Programming, Design & Robotics |
| Ben Weber         | Clampco                               | Engrg., Design & Tech./Programming, Design & Robotics |
| Jeff Schaffer     | Parker Hannifin                       | Engrg., Design & Tech./Programming, Design & Robotics |
| Wesley Carpentry  | University of Akron                   | Engrg., Design & Tech./Programming, Design & Robotics |
| Lauren Thompson   | Clampco                               | Engrg., Design & Tech./Programming, Design & Robotics |

# RECORD OF PROCEEDINGS

## WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: September 30, 2019

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The Wadsworth City Board of Education met in Special Session on Monday, September 30, 2019, at 5:30 P.M. at the Charles R. Parsons Administration Building, 524 Broad Street.

### PLEDGE OF ALLEGIANCE AND ROLL CALL

|                |                                  |
|----------------|----------------------------------|
| Present        | Batey, Kramer, McComas, McDougal |
| Absent         | Gordon                           |
| Administrators | 3                                |
| Staff          | 0                                |
| Visitors       | 4                                |
| Student Liason | 0                                |

### **19-9-83      APPROVAL OF BOARD MINUTES**

The motion was made by **McComas**, seconded by **McDougal**, to approve the following Board of Education Meeting Minutes: Regular, September 30, 2019.

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

Motion Carried,

### ADMINISTRATIVE ITEMS:

**19-9-84**      Upon the recommendation of Superintendent Hill, the motion was made by **McDougal**, seconded by **Batey**, to adopt the Personnel Consent Items from the September 30, 2019, Special Meeting, as presented:

#### **A.      PERSONNEL CONSENT ITEMS**

##### **1.      Employments**

|    |                  |                       |                 |
|----|------------------|-----------------------|-----------------|
| a) | Jay Minkin       | Non-Teaching Employee | (eff. 09/16/19) |
| b) | Sheena Huffman   | Non-Teaching Employee | (eff. 09/16/19) |
| c) | Catherine Atkins | Non-Teaching Employee | (eff. 09/30/19) |
| d) | Sarah Trausch    | Dance Chaperone       |                 |
| e) | Erin Foster      | Home Instructor       |                 |
| f) | Tiffany Noriega  | Speech & Debate Judge |                 |

# RECORD OF PROCEEDINGS

## WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: September 30, 2019

---

|                   |                                 |
|-------------------|---------------------------------|
| Tina Marks        | Sarah Ross                      |
| Pat McCormick     | Regina Rowell                   |
| Cheryl Mehl       | Kelly Rudolph                   |
| Brooke Meisterics | Courtney Sadler                 |
| Barbara Micucci   | Nichole Samsa                   |
| Kimberly Milford  | Amanda Saunders                 |
| Kristen Miller    | Cathryn (Cadie) Shaffer         |
| Lisa Moore        | Jerri Shultz                    |
| Jill Munyon       | Kristen Shurance                |
| Nancy Neville     | Melanie Sindelar                |
| Carrie Nolin      | Diane Smith                     |
| Jen Noll          | Katlyn (Kate) Smith             |
| Liz Olszewski     | Angela Stoner                   |
| Nikki Oplinger    | Sharon Tapolcsanyi              |
| Peggy Orr         | Ola Thuestad                    |
| Sharon Orr        | Betsy Virkler                   |
| Christine Palmer  | Melinda Wagner                  |
| Sarah Patterson   | Julie Weyand                    |
| Laura Perkins     | Rebecca Wilson                  |
| Beth Poling       | Michelle Wooley                 |
| Barb Porter       | Rita Youngblood                 |
| Angela Puertas    | Lisa Yund                       |
| Julia Ramsier     | David Dawson (eff. 09/26/19)    |
| Brian Renner      | Michelle Dawson (eff. 09/26/19) |
| Stacey Renner     | Amanda Duncan (eff. 09/26/19)   |
| Lisa Richardson   | Tennis Mumaw (eff. 09/26/19)    |
| Sara Rooks        | Janelle Wertz (eff. 09/26/19)   |

### PERSONNEL CONSENT ITEM 1(h) VOLUNTEERS WILL BE RESCINDED AT THE OCTOBER 14, 2019, REGULAR BOARD MEETING.

2. Recommendation to approve unpaid leave under FMLA to Elizabeth Rony from August 8 through September 20, 2019.

**VOTE:** Yea – Kramer, McComas, McDougal, Batey  
Nay – None

Motion Carried,

# RECORD OF PROCEEDINGS

## WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: September 30, 2019

---

### ITEMS OF THE TREASURER

**19-9-87** 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 September 30, 2019, Regular Meeting, as presented:

A. ACTION CONSENT ITEMS

1. Recommendation to approve the FY 2020 Certificate of Estimated Resources. (ATTACHED)
2. Recommendation to approve the FY 2020 Permanent Appropriations Resolution. (ATTACHED)

**VOTE:** Batey, Kramer, McComas, McDougal  
Nay – None

Motion Carried,

### BOARD MEMBER ITEMS

- A. Self-Evaluation
- B. Goals for the 2019-20 school year:

#### 2019-2020 Wadsworth Board of Education Goals

1. Continue to increase our financial IQ:
  - a. Understand the relationship between our budget and District goals.
  - b. Understand the potential need for a new levy.
  - c. Replacement/upgrade for CIS.
2. Continue to create a climate of support for our District staff:
  - a. Continue to utilize the culture climate survey and follow up with deliverable action items on topics that need addressed.

# RECORD OF PROCEEDINGS

## WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: September 30, 2019

---

3. Highlight one school building per month (School Spotlight). Highlights to include, but not limited to:
  - a. Short presentation at regular monthly Board meetings by the principal featuring something special that is happening in the building.
  - b. Board will provide their "Just Because Lunch" at the spotlight school that month.
  - c. Board members may highlight something about the school of the month during their Board Member Items.
  - d. Board members may visit the building that month to attend special programs or to visit.
  - e. Continue to attend teacher and staff functions.
4. Board Professional Development:
  - a. Hold yearly work sessions and attend OSBA training sessions.
5. Collaborate and communicate with appropriate officials, staff and the community to develop a plan for the future of Central Intermediate School.
6. Promote, support, and recognize student activities and accomplishments and those of our District overall.
7. Continue to be part of the Mental Health Committee to support to educate, and improve mental and emotional health issues for our students.

- C. Dr. Hill announced that WMS was recognized by the Federal Department of Education as a Blue Ribbon School.
- D. **Batey** announced the Board has been asked to attend and distribute candy to kids at the Wadsworth YMCA Halloween event on October 19 at 11:00 a.m.

# RECORD OF PROCEEDINGS

## WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: September 30, 2019

---

### ADJOURNMENT

**19-9-88** The motion was made by **Batey**, seconded by **McComas**, to adjourn at **6:21** p.m.

**VOTE:** Yea – Kramer, McComas, McDougal, Batey  
Nay – None

Motion Carried,

(Signed) \_\_\_\_\_  
**Linda Kramer**, President

(Attested) \_\_\_\_\_  
**Douglas D. Beeman**, Treasurer



**WADSWORTH CITY SCHOOL DISTRICT**  
**MONTHLY FINANCIAL UPDATE**  
**SEPTEMBER 2019**



**General Fund**  
**Budget to Actual Report**

|                                   | FY 2020       |                |                 |            |          |  |
|-----------------------------------|---------------|----------------|-----------------|------------|----------|--|
|                                   | Budget        | Actual to Date | Variance        | Variance % | Target % |  |
| Beginning Cash Balance            | \$ 16,344,368 | \$ 16,344,368  |                 |            |          |  |
| Total Revenue                     | \$ 52,181,732 | \$ 20,790,662  | \$ (31,391,070) | 39.8%      | 25.0%    |  |
| Expenditures:                     |               |                |                 |            |          |  |
| Salaries and Wages                | \$ 29,110,266 | \$ 6,430,530   | \$ (22,679,736) | 22.1%      | 23.08%   |  |
| Employee Fringe Benefits          | \$ 10,588,743 | \$ 2,925,465   | \$ (7,663,278)  | 27.6%      | 25.0%    |  |
| Purchased Services                | \$ 6,965,934  | \$ 1,545,399   | \$ (5,420,535)  | 22.2%      | 25.0%    |  |
| Supplies and Materials            | \$ 1,389,752  | \$ 588,580     | \$ (801,172)    | 42.4%      | 25.0%    |  |
| Capital Outlay                    | \$ 597,787    | \$ 97,106      | \$ (500,681)    | 16.2%      | 25.0%    |  |
| HB 264 Payments                   | \$ -          | \$ -           | \$ -            |            |          |  |
| Other                             | \$ 479,495    | \$ 217,147     | \$ (262,348)    | 45.3%      | 25.0%    |  |
| Transfers/ Advances out           | \$ 80,000     | \$ -           | \$ (80,000)     | 0.0%       | 25.0%    |  |
| Total Expenditures                | \$ 49,211,977 | \$ 11,804,226  | \$ (37,407,751) | 24.0%      | 25.0%    |  |
| Revenue over (under) Expenditures | \$ 2,969,755  | \$ 8,986,436   |                 |            |          |  |
| Ending Cash Balance               | \$ 19,314,123 | \$ 25,330,804  |                 |            |          |  |
| Encumbrances                      |               | \$ 5,249,650   |                 |            | 34.65%   |  |
| Available Unencumbered Balance    |               | \$ 20,081,154  |                 |            |          |  |

**Financial Summary - All Funds**

**Cash Flow Summary:**

|                                            |                  |
|--------------------------------------------|------------------|
| Total Revenue Current Month All Funds      | \$ 2,655,272.55  |
| Total Expenditures Current Month All Funds | \$ 4,886,204.31  |
| Total Month End Cash Balance               | \$ 42,178,467.53 |

**Appropriation Summary:**

|                                             |                  |
|---------------------------------------------|------------------|
| Total Appropriations Current Year All Funds | \$ 73,676,612.31 |
| Prior Fiscal Year Carryover Encumbrances    | \$ 1,375,604.26  |
| Total Available All Funds                   | \$ 75,052,216.57 |
| Fiscal Year To Date Expenses All Funds      | \$ 17,229,540.64 |
| Fiscal Year To Date % expended All Funds    | 23.0%            |

-- 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 3-OCT-2019 16:13:08.39

Date: 10/03/2019  
Time: 4:13 pm

WADSWORTH CITY SCHOOL DISTRICT  
Financial Report by Fund

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(FINSUM)

| Fund #        | Fund Description                              | FYTD Receipts | MTD Expenditures | FYTD Expenditures | Current Fund Balance | Current Encumbrances | Unencumbered Fund Balance | Bank Code |
|---------------|-----------------------------------------------|---------------|------------------|-------------------|----------------------|----------------------|---------------------------|-----------|
| Begin         | Balance MTD Receipts                          |               |                  |                   |                      |                      |                           |           |
| 001 0000      | GENERAL FUND:                                 |               |                  |                   |                      |                      |                           |           |
| 16,312,914.22 | 2,250,919.27                                  | 20,765,659.63 | 4,297,621.75     | 11,798,506.16     | 25,280,067.69        | 5,249,649.68         | 20,030,418.01             |           |
| 001 9001      | GENERAL FUND: ADVERTISING /FACILITIES ACCOUNT |               |                  |                   |                      |                      |                           |           |
| 33,376.60     | 13,436.34                                     | 23,436.34     | 4,770.00         | 5,720.00          | 51,092.94            | 1,647.11             | 49,445.83                 |           |
| 001 9002      | GENERAL FUND: FOOD SERV. DONATIONS            |               |                  |                   |                      |                      |                           |           |
| 1,922.78-     | 238.85                                        | 1,566.09      | 0.00             | 0.00              | 356.69-              | 0.00                 | 356.69-                   |           |
|               | TOTAL FOR Fund 001 - GENERAL:                 |               |                  |                   |                      |                      |                           |           |
| 16,344,368.04 | 2,264,594.46                                  | 20,790,662.06 | 4,302,391.75     | 11,804,226.16     | 25,330,803.94        | 5,251,296.79         | 20,079,507.15             |           |
| 002 0000      | BOND RETIREMENT SERIES 98,99,00 ISSUES        |               |                  |                   |                      |                      |                           |           |
| 2,692,479.12  | 30,476.77                                     | 987,556.77    | 14,270.45        | 14,270.45         | 3,665,765.44         | 0.00                 | 3,665,765.44              |           |
| 002 9300      | BOND RETIRE LIBRARY 2001                      |               |                  |                   |                      |                      |                           |           |
| 450,826.22    | 4,768.84                                      | 154,298.84    | 2,229.70         | 2,229.70          | 602,895.36           | 0.00                 | 602,895.36                |           |
| 002 9400      | BOND RETIRE: 2008 BONDS (\$65,650,000)        |               |                  |                   |                      |                      |                           |           |
| 2,770,601.98  | 56,181.16                                     | 1,820,811.16  | 26,311.18        | 26,311.18         | 4,565,101.96         | 0.00                 | 4,565,101.96              |           |
|               | TOTAL FOR Fund 002 - BOND RETIREMENT:         |               |                  |                   |                      |                      |                           |           |
| 5,913,907.32  | 91,426.77                                     | 2,962,666.77  | 42,811.33        | 42,811.33         | 8,833,762.76         | 0.00                 | 8,833,762.76              |           |
| 003 900C      | COMMUNITY CENTER ENTERPRISE FUND              |               |                  |                   |                      |                      |                           |           |
| 166,307.88    | 0.00                                          | 0.00          | 2,735.50         | 2,735.50          | 163,572.38           | 425.75               | 163,146.63                |           |
| 003 900S      | SUMMA HOSPITAL ENTERPRISE FUND                |               |                  |                   |                      |                      |                           |           |
| 40,541.02     | 0.00                                          | 0.00          | 0.00             | 0.00              | 40,541.02            | 2,100.00             | 38,441.02                 |           |
|               | TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:   |               |                  |                   |                      |                      |                           |           |
| 206,848.90    | 0.00                                          | 0.00          | 2,735.50         | 2,735.50          | 204,113.40           | 2,525.75             | 201,587.65                |           |
| 004 0000      | CONSTRUCTION FUND                             |               |                  |                   |                      |                      |                           |           |
| 2,101,376.88- | 0.00                                          | 0.00          | 0.00             | 0.00              | 2,101,376.88-        | 0.00                 | 2,101,376.88-             |           |
| 004 900C      | BUILDING FUND: CITY OF WADS. COMM. CENTER     |               |                  |                   |                      |                      |                           |           |
| 2,108,758.76  | 0.00                                          | 0.00          | 0.00             | 3,804,678.16      | 1,695,919.40-        | 7,381.88             | 1,703,301.28-             |           |
|               | TOTAL FOR Fund 004 - BUILDING:                |               |                  |                   |                      |                      |                           |           |
| 7,381.88      | 0.00                                          | 0.00          | 0.00             | 3,804,678.16      | 3,797,296.28-        | 7,381.88             | 3,804,678.16-             |           |
| 006 0000      | FOOD SERVICES                                 |               |                  |                   |                      |                      |                           |           |
| 906,837.08    | 79,312.58                                     | 130,595.26    | 69,085.72        | 121,540.31        | 915,892.03           | 585,007.66           | 330,884.37                |           |
| 006 9001      | FOOD SERVICE FEDERAL AWARD:                   |               |                  |                   |                      |                      |                           |           |
| 0.00          | 0.00                                          | 110,874.04    | 36,102.04        | 81,852.36         | 29,021.68            | 0.00                 | 29,021.68                 |           |

Date: 10/03/2019  
Time: 4:13 pm

WADSWORTH CITY SCHOOL DISTRICT  
Financial Report by Fund

Page: 2  
(FINSUM)

| Fund # | Fund Description                              | FYTD         | MTD        | FYTD         | Current      | Current      | Unencumbered | Bank         |      |
|--------|-----------------------------------------------|--------------|------------|--------------|--------------|--------------|--------------|--------------|------|
| Begin  | Balance                                       | MTD Receipts | Receipts   | Expenditures | Expenditures | Fund Balance | Encumbrances | Fund Balance | Code |
|        | TOTAL FOR Fund 006 - FOOD SERVICE:            |              |            |              |              |              |              |              |      |
|        | 906,837.08                                    | 79,312.58    | 241,469.30 | 105,187.76   | 203,392.67   | 944,913.71   | 585,007.66   | 359,906.05   |      |
| 007    | 900S SAFETY TOWN FUND                         |              |            |              |              |              |              |              |      |
|        | 3,685.03                                      | 0.00         | 4,720.00   | 0.00         | 5,098.64     | 3,306.39     | 85.91        | 3,220.48     |      |
|        | TOTAL FOR Fund 007 - SPECIAL TRUST:           |              |            |              |              |              |              |              |      |
|        | 3,685.03                                      | 0.00         | 4,720.00   | 0.00         | 5,098.64     | 3,306.39     | 85.91        | 3,220.48     |      |
| 009    | 0000 UNIFORM SCHOOL SUPPLIES FUND             |              |            |              |              |              |              |              |      |
|        | 18,948.50                                     | 3,406.95     | 7,191.95   | 0.00         | 0.00         | 26,140.45    | 37,459.00    | 11,318.55-   |      |
|        | TOTAL FOR Fund 009 - UNIFORM SCHOOL SUPPLIES: |              |            |              |              |              |              |              |      |
|        | 18,948.50                                     | 3,406.95     | 7,191.95   | 0.00         | 0.00         | 26,140.45    | 37,459.00    | 11,318.55-   |      |
| 010    | 900L OSFC LOCAL SHARE                         |              |            |              |              |              |              |              |      |
|        | 6,229,840.45                                  | 0.00         | 0.00       | 0.00         | 0.00         | 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:    |              |            |              |              |              |              |              |      |
|        | 5,364,907.81                                  | 0.00         | 0.00       | 0.00         | 0.00         | 5,364,907.81 | 13,906.79    | 5,351,001.02 |      |
| 011    | 0000 C.T. CUSTOMER SERVICE FUND               |              |            |              |              |              |              |              |      |
|        | 1,696.69                                      | 0.00         | 149,492.28 | 21,703.00    | 61,871.85    | 89,317.12    | 39,131.02    | 50,186.10    |      |
| 011    | 9001 C.T. CUSTOMER SERV AUTOMOTIVES           |              |            |              |              |              |              |              |      |
|        | 591.26-                                       | 538.17       | 538.17     | 0.00         | 0.00         | 53.09-       | 16,595.00    | 16,648.09-   |      |
| 011    | 9002 C.T. CUSTOMER SERV JR CARPENTRY          |              |            |              |              |              |              |              |      |
|        | 1,850.15                                      | 0.00         | 0.00       | 270.73       | 1,014.89     | 835.26       | 35,729.27    | 34,894.01-   |      |
|        | TOTAL FOR Fund 011 - ROTARY-SPECIAL SERVICES: |              |            |              |              |              |              |              |      |
|        | 2,955.58                                      | 538.17       | 150,030.45 | 21,973.73    | 62,886.74    | 90,099.29    | 91,455.29    | 1,356.00-    |      |
| 013    | 900C COMMUNITY CENTER/WHS OPERATING FUND      |              |            |              |              |              |              |              |      |
|        | 27,126.93                                     | 0.00         | 0.00       | 1,650.00     | 2,742.33     | 24,384.60    | 14,109.65    | 10,274.95    |      |
|        | TOTAL FOR Fund 013 - RECREATION:              |              |            |              |              |              |              |              |      |
|        | 27,126.93                                     | 0.00         | 0.00       | 1,650.00     | 2,742.33     | 24,384.60    | 14,109.65    | 10,274.95    |      |
| 014    | 0000 FOUR CITIES CAREER TECH COMPACT FUND     |              |            |              |              |              |              |              |      |
|        | 108,617.22                                    | 0.00         | 0.00       | 31,769.83    | 63,653.72    | 44,963.50    | 33,478.77    | 11,484.73    |      |

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| Fund #   | Fund Description                               | FYTD     | MTD          | FYTD         | Current      | Current      | Unencumbered | Bank       |
|----------|------------------------------------------------|----------|--------------|--------------|--------------|--------------|--------------|------------|
| Begin    | Balance                                        | Receipts | Expenditures | Expenditures | Fund Balance | Encumbrances | Fund Balance | Code       |
| 014 9001 | FOUR CITIES: FIRST PROGRAM (NORTON)            |          |              |              |              |              |              |            |
|          | 0.03-                                          | 0.00     | 0.00         | 0.00         | 0.03-        | 0.00         | 0.03-        |            |
|          | TOTAL FOR Fund 014 - ROTARY-INTERNAL SERVICES: |          |              |              |              |              |              |            |
|          | 108,617.19                                     | 0.00     | 0.00         | 31,769.83    | 63,653.72    | 44,963.47    | 33,478.77    | 11,484.70  |
| 018 973C | FOUR CITY CTA COMPACT DIRECTORS FUND           |          |              |              |              |              |              |            |
|          | 2.31                                           | 0.00     | 0.00         | 0.00         | 0.00         | 2.31         | 0.00         | 2.31       |
| 018 974A | CENTRAL OFFICE ADMINISTRATORS FUND             |          |              |              |              |              |              |            |
|          | 7,630.48                                       | 69.00    | 69.00        | 0.00         | 111.47-      | 7,810.95     | 378.81       | 7,432.14   |
| 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            |          |              |              |              |              |              |            |
|          | 16,938.39                                      | 4,287.31 | 4,287.31     | 1,761.57     | 1,965.63     | 19,260.07    | 11,099.41    | 8,160.66   |
| 018 974T | TRANSPORTATION 018 ACCOUNT                     |          |              |              |              |              |              |            |
|          | 2,000.59                                       | 65.85    | 151.83       | 130.95       | 130.95       | 2,021.47     | 650.00       | 1,371.47   |
| 018 975F | FRANKLIN SCHOOL PRINCIPAL'S FUND               |          |              |              |              |              |              |            |
|          | 5,767.53                                       | 829.86   | 829.86       | 612.41       | 2,852.47     | 3,744.92     | 5,558.10     | 1,813.18-  |
| 018 976I | ISHAM SCHOOL PRINCIPAL'S FUND                  |          |              |              |              |              |              |            |
|          | 2,467.70                                       | 196.25   | 196.25       | 829.89       | 1,621.93     | 1,042.02     | 32,918.75    | 31,876.73- |
| 018 977L | LINCOLN SCHOOL PRINCIPAL'S FUND                |          |              |              |              |              |              |            |
|          | 10,994.97                                      | 0.00     | 468.82       | 944.50       | 3,080.42     | 8,383.37     | 8,040.65     | 342.72     |
| 018 9780 | OVERLOOK SCHOOL PRINCIPAL'S FUND               |          |              |              |              |              |              |            |
|          | 1,077.89                                       | 3,558.06 | 4,032.06     | 2,726.99     | 3,994.39     | 1,115.56     | 6,293.48     | 5,177.92-  |
| 018 979V | VALLEY VIEW PRINCIPAL'S FUND                   |          |              |              |              |              |              |            |
|          | 5,863.59                                       | 328.00   | 438.00       | 879.56       | 1,625.49     | 4,676.10     | 3,209.87     | 1,466.23   |
| 018 980D | WMS: DOLLARS FOR DENIM PAY IT FORWARD          |          |              |              |              |              |              |            |
|          | 791.22                                         | 0.00     | 0.00         | 0.00         | 0.00         | 791.22       | 170.93       | 620.29     |
| 018 980M | WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND         |          |              |              |              |              |              |            |
|          | 3,002.22                                       | 2,150.00 | 4,711.78     | 21.99        | 505.44       | 7,208.56     | 13,014.14    | 5,805.58-  |
| 018 981D | WHS: DOLLARS FOR DENIM PAY IT FORWARD          |          |              |              |              |              |              |            |
|          | 1,134.06                                       | 1,992.00 | 1,999.95     | 0.00         | 0.00         | 3,134.01     | 0.00         | 3,134.01   |
| 018 981H | HIGH SCHOOL PRINCIPAL'S FUND                   |          |              |              |              |              |              |            |
|          | 3,605.20                                       | 4,798.56 | 15,393.56    | 1,787.61     | 4,039.58     | 14,959.18    | 18,270.51    | 3,311.33-  |

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| Fund #   | Fund Description                             | FYTD      | MTD          | FYTD         | Current      | Current      | Unencumbered | Bank       |
|----------|----------------------------------------------|-----------|--------------|--------------|--------------|--------------|--------------|------------|
| Begin    | Balance                                      | Receipts  | Expenditures | Expenditures | Fund Balance | Encumbrances | Fund Balance | Code       |
|          | TOTAL FOR Fund 018 - PUBLIC SCHOOL SUPPORT:  |           |              |              |              |              |              |            |
|          | 67,344.65                                    | 18,274.89 | 32,578.42    | 9,695.47     | 19,704.83    | 80,218.24    | 99,604.65    | 19,386.41- |
| 019 9006 | MEDINA CTY SHARE CLUSTER (B.BEAL)            |           |              |              |              |              |              |            |
|          | 0.00                                         | 5,902.67  | 11,102.67    | 0.00         | 0.00         | 11,102.67    | 1,500.00     | 9,602.67   |
| 019 9007 | MED CTY CRISES RESPONSE TEAM (B.BEAL)        |           |              |              |              |              |              |            |
|          | 0.00                                         | 7,628.83  | 7,628.83     | 0.00         | 0.00         | 7,628.83     | 205.57       | 7,423.26   |
| 019 901G | WGCF: MINDFUL MUSIC CLOONON 2019             |           |              |              |              |              |              |            |
|          | 850.00                                       | 0.00      | 0.00         | 0.00         | 0.00         | 850.00       | 850.00       | 0.00       |
| 019 902G | WGCF: WORKBENCH/TOOLKIT CROOKES 2019         |           |              |              |              |              |              |            |
|          | 114.52                                       | 0.00      | 0.00         | 109.86       | 109.86       | 4.66         | 4.66         | 0.00       |
| 019 904G | WGCF: SUMMER READING SCHMELTZER 2019         |           |              |              |              |              |              |            |
|          | 1,820.00                                     | 0.00      | 0.00         | 1,212.15     | 1,433.15     | 386.85       | 0.00         | 386.85     |
| 019 905G | WGCF: FLEX SEATNG LINN 2019                  |           |              |              |              |              |              |            |
|          | 1,000.00                                     | 0.00      | 0.00         | 31.59-       | 936.34       | 63.66        | 0.00         | 63.66      |
| 019 9090 | DOLLAR GENERAL SUMMER READING GRANT 2019     |           |              |              |              |              |              |            |
|          | 2,000.00                                     | 0.00      | 0.00         | 0.00         | 628.25       | 1,371.75     | 1,612.25     | 240.50-    |
| 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       |           |              |              |              |              |              |            |
|          | 1,000.00                                     | 0.00      | 0.00         | 0.00         | 742.33       | 257.67       | 174.28       | 83.39      |
| 019 9106 | LUKE ENG GRANT: MAKERS SPACE V.V.            |           |              |              |              |              |              |            |
|          | 3,845.49                                     | 0.00      | 0.00         | 0.00         | 1,507.08     | 2,338.41     | 830.32       | 1,508.09   |
| 019 9107 | MHJ GRANT: STEM CAMP                         |           |              |              |              |              |              |            |
|          | 0.00                                         | 0.00      | 0.00         | 0.00         | 12,119.22    | 12,119.22-   | 0.00         | 12,119.22- |
| 019 9108 | STEM CAMP LOCAL GRANTS / DONATIONS           |           |              |              |              |              |              |            |
|          | 14,401.00                                    | 1,890.00  | 1,890.00     | 10,242.92-   | 20,521.74    | 4,230.74-    | 770.37       | 5,001.11-  |
| 019 9114 | BELIEVE IN OHIO GRANT WHS (FY2016)           |           |              |              |              |              |              |            |
|          | 418.44                                       | 0.00      | 0.00         | 0.00         | 0.00         | 418.44       | 242.81       | 175.63     |
| 019 9202 | SPECIAL ED WORKFORCE: SCHROCK FY 2012        |           |              |              |              |              |              |            |
|          | 1,810.68                                     | 0.00      | 0.00         | 0.00         | 1,201.93     | 608.75       | 0.00         | 608.75     |
| 019 9306 | GENE HAAS FOUNDATION CAREER TECH SCHOLARSHIP |           |              |              |              |              |              |            |
|          | 600.00                                       | 0.00      | 0.00         | 0.00         | 0.00         | 600.00       | 0.00         | 600.00     |

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| Fund #   | Fund Description                              | FYTD      | MTD          | FYTD         | Current      | Current      | Unencumbered | Bank      |
|----------|-----------------------------------------------|-----------|--------------|--------------|--------------|--------------|--------------|-----------|
| Begin    | Balance                                       | Receipts  | Expenditures | Expenditures | Fund Balance | Encumbrances | Fund Balance | Code      |
| 019 9308 | ISHAM WEATHER CLINICAL RESEARCH GRANT         |           |              |              |              |              |              |           |
|          | 960.29                                        | 0.00      | 0.00         | 960.00       | 0.29         | 0.00         | 0.29         |           |
| 019 9403 | SME - PRIME SCHOOL GRANT                      |           |              |              |              |              |              |           |
|          | 19,546.54                                     | 0.00      | 0.00         | 0.00         | 19,546.54    | 235.72       | 19,310.82    |           |
| 019 9404 | TECH PREP: NETWORKING TECHNOLOGY              |           |              |              |              |              |              |           |
|          | 583.52                                        | 0.00      | 0.00         | 0.00         | 583.52       | 0.00         | 583.52       |           |
| 019 9501 | WMS PRINCIPALS GROUP: JACKSON                 |           |              |              |              |              |              |           |
|          | 1,012.40                                      | 675.00    | 675.00       | 0.00         | 1,687.40     | 2,345.30     | 657.90-      |           |
| 019 9803 | TECH PREP: MARKETING - BARBERTON              |           |              |              |              |              |              |           |
|          | 4,000.00                                      | 0.00      | 0.00         | 0.00         | 4,000.00     | 0.00         | 4,000.00     |           |
| 019 9804 | WMS: CARE TEAM AFTER SCHOOL PROGRAM           |           |              |              |              |              |              |           |
|          | 141.12-                                       | 0.00      | 0.00         | 0.00         | 141.12-      | 8,000.00     | 8,141.12-    |           |
|          | TOTAL FOR Fund 019 - OTHER GRANT:             |           |              |              |              |              |              |           |
|          | 54,170.98                                     | 16,096.50 | 21,296.50    | 8,952.50-    | 40,159.90    | 35,307.58    | 16,771.28    | 18,536.30 |
| 020 0000 | BEAR CUB ACADEMY                              |           |              |              |              |              |              |           |
|          | 67,684.28                                     | 27,400.27 | 33,281.14    | 21,166.31    | 41,464.72    | 59,500.70    | 34,248.36    | 25,252.34 |
|          | TOTAL FOR Fund 020 - SPECIAL ENTERPRISE FUND: |           |              |              |              |              |              |           |
|          | 67,684.28                                     | 27,400.27 | 33,281.14    | 21,166.31    | 41,464.72    | 59,500.70    | 34,248.36    | 25,252.34 |
| 022 901H | JOHN AUL MEMORIAL                             |           |              |              |              |              |              |           |
|          | 61.99                                         | 0.00      | 0.00         | 0.00         | 61.99        | 0.00         | 61.99        |           |
| 022 9090 | L & J FUND ORIGINAL CONTRIBUTIONS             |           |              |              |              |              |              |           |
|          | 13,168.49                                     | 0.00      | 0.00         | 0.00         | 450.00       | 12,718.49    | 3,628.00     | 9,090.49  |
| 022 974C | L&J FUND CIS FIELDTRIPS                       |           |              |              |              |              |              |           |
|          | 828.43                                        | 0.00      | 0.00         | 0.00         | 828.43       | 0.00         | 828.43       |           |
| 022 977L | L&J FUND LINCOLN FIELDTRIPS                   |           |              |              |              |              |              |           |
|          | 3,045.24                                      | 0.00      | 0.00         | 0.00         | 3,045.24     | 0.00         | 3,045.24     |           |
| 022 9780 | L&J FUND OVERLOOK FIELDTRIPS                  |           |              |              |              |              |              |           |
|          | 673.79                                        | 0.00      | 0.00         | 0.00         | 673.79       | 0.00         | 673.79       |           |
| 022 979V | L&J FUND VALLEY VIEW FIELDTRIPS               |           |              |              |              |              |              |           |
|          | 3,658.21                                      | 0.00      | 0.00         | 0.00         | 3,658.21     | 231.00       | 3,427.21     |           |
|          | TOTAL FOR Fund 022 - DISTRICT AGENCY:         |           |              |              |              |              |              |           |
|          | 21,436.15                                     | 0.00      | 0.00         | 0.00         | 450.00       | 20,986.15    | 3,859.00     | 17,127.15 |

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| Fund #   | Fund Description                                  | FYTD      | MTD          | FYTD         | Current      | Current      | Unencumbered | Bank         |
|----------|---------------------------------------------------|-----------|--------------|--------------|--------------|--------------|--------------|--------------|
| Begin    | Balance                                           | Receipts  | Expenditures | Expenditures | Fund Balance | Encumbrances | Fund Balance | Code         |
| 024 0000 | WCSD EMPLOYEE BENEFITS INSURANCE FUND             |           |              |              |              |              |              |              |
|          | 38,736.11                                         | 21,641.27 | 59,522.96    | 27,040.31    | 62,835.06    | 35,424.01    | 220,923.37   | 185,499.36-  |
|          | TOTAL FOR Fund 024 - EMPLOYEE BENEFITS SELF INS.: |           |              |              |              |              |              |              |
|          | 38,736.11                                         | 21,641.27 | 59,522.96    | 27,040.31    | 62,835.06    | 35,424.01    | 220,923.37   | 185,499.36-  |
| 029 0000 | FRANK H. CLOSE SCHOLARSHIP FUND                   |           |              |              |              |              |              |              |
|          | 189.09                                            | 0.00      | 0.00         | 0.00         | 0.00         | 189.09       | 0.00         | 189.09       |
| 029 9001 | BERNADINE H. KOVALCHIN SCHOLARSHIP FUND           |           |              |              |              |              |              |              |
|          | 33,848.60                                         | 0.00      | 0.00         | 0.00         | 0.00         | 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         |           |              |              |              |              |              |              |
|          | 15,750.07                                         | 0.00      | 0.00         | 0.00         | 350.00       | 15,400.07    | 1,132.00     | 14,268.07    |
| 029 9006 | MACKEY SCHOLARSHIP                                |           |              |              |              |              |              |              |
|          | 21,445.64                                         | 0.00      | 0.00         | 0.00         | 0.00         | 21,445.64    | 0.00         | 21,445.64    |
| 029 9007 | DANIEL VAN AUKEN SCHOLARSHIP FUND                 |           |              |              |              |              |              |              |
|          | 24,077.83                                         | 0.00      | 0.00         | 0.00         | 0.00         | 24,077.83    | 121.08       | 23,956.75    |
| 029 9008 | DAVID SLADKY SCHOLARSHIP FUND                     |           |              |              |              |              |              |              |
|          | 7,284.17                                          | 0.00      | 0.00         | 0.00         | 0.00         | 7,284.17     | 0.00         | 7,284.17     |
|          | TOTAL FOR Fund 029 - EDUCATION FOUNDATION FUND:   |           |              |              |              |              |              |              |
|          | 102,597.06                                        | 0.00      | 0.00         | 0.00         | 350.00       | 102,247.06   | 4,253.08     | 97,993.98    |
| 034 0000 | CLASSROOM FACILITIES MAINTENANCE FUND             |           |              |              |              |              |              |              |
|          | 2,393,013.92                                      | 0.00      | 0.00         | 154,000.00   | 212,469.65   | 2,180,544.27 | 72,020.00    | 2,108,524.27 |
|          | TOTAL FOR Fund 034 - CLASSROOM FACILITIES MAINT.: |           |              |              |              |              |              |              |
|          | 2,393,013.92                                      | 0.00      | 0.00         | 154,000.00   | 212,469.65   | 2,180,544.27 | 72,020.00    | 2,108,524.27 |
| 071 0000 | SALES TAX: PERM. IMPROVEMENTS FUND                |           |              |              |              |              |              |              |
|          | 2,403,018.49                                      | 0.00      | 533,850.65   | 13,582.50    | 76,391.25    | 2,860,477.89 | 141,025.87   | 2,719,452.02 |
|          | TOTAL FOR Fund 071 - CAPITAL GRANTS:              |           |              |              |              |              |              |              |
|          | 2,403,018.49                                      | 0.00      | 533,850.65   | 13,582.50    | 76,391.25    | 2,860,477.89 | 141,025.87   | 2,719,452.02 |
| 200 902H | GRIZZLY RPG CLUB (ROLL PLAYING GAME)              |           |              |              |              |              |              |              |
|          | 0.00                                              | 70.00     | 70.00        | 0.00         | 0.00         | 70.00        | 0.00         | 70.00        |
| 200 907H | WEB PROGRAMMING AND DESIGN                        |           |              |              |              |              |              |              |
|          | 249.86                                            | 0.00      | 0.00         | 0.00         | 0.00         | 249.86       | 0.00         | 249.86       |

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|----------|-------------------------------------|----------|--------------|--------------|--------------|--------------|--------------|------|
| Begin    | Balance                             | Receipts | Expenditures | Expenditures | Fund Balance | Encumbrances | Fund Balance | Code |
| 200 908H | ROTARY INTER-ACT: YOUTH ROTARY CLUB |          |              |              |              |              |              |      |
|          | 70.99                               | 0.00     | 0.00         | 0.00         | 70.99        | 65.00        | 5.99         |      |
| 200 909H | CADD STUDENT ACTIVITY ACCOUNT       |          |              |              |              |              |              |      |
|          | 325.84-                             | 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         | 215.44       | 0.00         | 215.44       |      |
| 200 911W | CLASS OF 2011                       |          |              |              |              |              |              |      |
|          | 20.00                               | 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         | 20.00        | 0.00         | 20.00        |      |
| 200 913W | CLASS OF 2013                       |          |              |              |              |              |              |      |
|          | 156.48                              | 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         | 192.38-      | 0.00         | 192.38-      |      |
| 200 914M | TAGG - WADSWORTH MIDDLE SCHOOL      |          |              |              |              |              |              |      |
|          | 763.93                              | 0.00     | 0.00         | 0.00         | 763.93       | 0.00         | 763.93       |      |
| 200 914W | CLASS OF 2014:                      |          |              |              |              |              |              |      |
|          | 122.04                              | 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         | 198.07       | 0.00         | 198.07       |      |
| 200 916H | LATIN CLUB                          |          |              |              |              |              |              |      |
|          | 2.60                                | 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         | 1,368.72-    | 0.00         | 1,368.72-    |      |
| 200 917H | H.S. SCIENCE CLUB                   |          |              |              |              |              |              |      |
|          | 309.68                              | 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         | 1,934.44     | 0.00         | 1,934.44     |      |
| 200 918H | ACADEMIC CHALLENGE                  |          |              |              |              |              |              |      |
|          | 1,961.83                            | 0.00     | 0.00         | 0.00         | 1,961.83     | 0.00         | 1,961.83     |      |
| 200 918W | CLASS OF 2018                       |          |              |              |              |              |              |      |
|          | 1,669.08                            | 0.00     | 0.00         | 0.00         | 1,669.08     | 0.00         | 1,669.08     |      |

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| Fund #   | Fund Description                                   | FYTD     | MTD          | FYTD         | Current      | Current      | Unencumbered | Bank      |
|----------|----------------------------------------------------|----------|--------------|--------------|--------------|--------------|--------------|-----------|
| Begin    | MTD Receipts                                       | Receipts | Expenditures | Expenditures | Fund Balance | Encumbrances | Fund Balance | Code      |
| 200 919H | SPEECH AND DEBATE TEAM<br>337.38                   | 0.00     | 250.00       | 0.00         | 4,641.70     | 4,054.32-    | 2,472.55     | 6,526.87- |
| 200 919W | CLASS OF 2019<br>3,195.57                          | 0.00     | 0.00         | 0.00         | 0.00         | 3,195.57     | 28.00        | 3,167.57  |
| 200 920H | N. H. S.<br>798.65                                 | 0.00     | 0.00         | 0.00         | 35.00        | 763.65       | 0.00         | 763.65    |
| 200 920W | CLASS OF 2020<br>3,661.75                          | 1,325.00 | 3,325.00     | 0.00         | 0.00         | 6,986.75     | 1,000.00     | 5,986.75  |
| 200 921H | F.C.C.L.A.<br>1,010.21                             | 0.00     | 0.00         | 0.00         | 0.00         | 1,010.21     | 0.00         | 1,010.21  |
| 200 921W | CLASS OF 2021<br>576.87                            | 0.00     | 0.00         | 0.00         | 0.00         | 576.87       | 0.00         | 576.87    |
| 200 922H | PEP CLUB<br>272.63                                 | 0.00     | 0.00         | 0.00         | 0.00         | 272.63       | 0.00         | 272.63    |
| 200 922W | CLASS OF 2022<br>1,370.38                          | 0.00     | 0.00         | 0.00         | 0.00         | 1,370.38     | 0.00         | 1,370.38  |
| 200 923H | INTERNATIONAL CLUB (FOREIGN LANGUAGES)<br>5,236.30 | 0.00     | 0.00         | 0.00         | 0.00         | 5,236.30     | 5,600.00     | 363.70-   |
| 200 923W | CLASS OF 2023<br>770.42                            | 0.00     | 0.00         | 0.00         | 0.00         | 770.42       | 0.00         | 770.42    |
| 200 924C | CENTRAL INTERMEDIATE STUDENT COUNCIL<br>1,515.71   | 0.00     | 0.00         | 1,335.43     | 1,335.43     | 180.28       | 2,100.00     | 1,919.72- |
| 200 924H | STUDENT COUNCIL<br>13,191.33                       | 3,605.00 | 3,605.00     | 3,474.00     | 6,539.00     | 10,257.33    | 17,377.94    | 7,120.61- |
| 200 924I | ISHAM STUDENT COUNCIL<br>544.79                    | 0.00     | 0.00         | 0.00         | 0.00         | 544.79       | 0.00         | 544.79    |
| 200 924M | WADSWORTH MIDDLE STUDENT COUNCIL<br>685.26         | 0.00     | 0.00         | 0.00         | 181.86       | 503.40       | 96.00        | 407.40    |
| 200 926H | D. E. C. A.<br>5,974.54                            | 195.00   | 661.00       | 334.75       | 334.75       | 6,300.79     | 14,174.25    | 7,873.46- |
| 200 928H | C.B.I.P.<br>179.82                                 | 0.00     | 0.00         | 0.00         | 0.00         | 179.82       | 0.00         | 179.82    |

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| Fund #   | Fund Description                               | FYTD      | MTD          | FYTD         | Current      | Current      | Unencumbered | Bank |
|----------|------------------------------------------------|-----------|--------------|--------------|--------------|--------------|--------------|------|
| Begin    | Balance                                        | Receipts  | Expenditures | Expenditures | Fund Balance | Encumbrances | Fund Balance | Code |
| 200 930H | GRIZZLY GRIND COFFEE CLUB                      |           |              |              |              |              |              |      |
|          | 482.45                                         | 216.00    | 114.95       | 114.95       | 583.50       | 2,959.80     | 2,376.30     | -    |
| 200 931H | MEDIA COMMUNICATIONS WHS                       |           |              |              |              |              |              |      |
|          | 566.76                                         | 0.00      | 0.00         | 0.00         | 566.76       | 0.00         | 566.76       |      |
| 200 935H | GRIZZLY LEADER ACADEMY (WHS)                   |           |              |              |              |              |              |      |
|          | 0.00                                           | 600.00    | 0.00         | 0.00         | 600.00       | 0.00         | 600.00       |      |
| 200 945H | AUTOMOTIVES                                    |           |              |              |              |              |              |      |
|          | 1,117.87                                       | 48.27     | 975.00       | 975.00       | 191.14       | 0.00         | 191.14       |      |
| 200 946H | CARPENTRY                                      |           |              |              |              |              |              |      |
|          | 2,657.32                                       | 0.00      | 0.00         | 0.00         | 2,657.32     | 0.00         | 2,657.32     |      |
| 200 952C | MIDDLE SCHOOL DRAMA/ MUSICAL CLUB              |           |              |              |              |              |              |      |
|          | 11,373.71                                      | 0.00      | 702.00       | 1,552.00     | 9,821.71     | 7,489.80     | 2,331.91     |      |
|          | TOTAL FOR Fund 200 - STUDENT MANAGED ACTIVITY: |           |              |              |              |              |              |      |
|          | 61,327.22                                      | 6,059.27  | 8,775.27     | 6,936.13     | 54,392.80    | 53,363.34    | 1,029.46     |      |
| 300 0000 | WHS ATHLETICS                                  |           |              |              |              |              |              |      |
|          | 19,961.67-                                     | 32,068.51 | 21,326.78    | 68,163.04    | 2,845.20-    | 72,909.18    | 75,754.38-   |      |
| 300 900A | WHS ATHLETICS: BENEFIT GAMES/COMM SERVICE      |           |              |              |              |              |              |      |
|          | 0.95                                           | 0.00      | 0.00         | 0.00         | 0.95         | 0.00         | 0.95         |      |
| 300 900H | WHS BAND UNIFORM REPLACEMENT                   |           |              |              |              |              |              |      |
|          | 2,376.33                                       | 0.00      | 0.00         | 854.00       | 1,522.33     | 0.00         | 1,522.33     |      |
| 300 900R | WHS ATHLETICS-ROTARY                           |           |              |              |              |              |              |      |
|          | 1,343.20-                                      | 0.00      | 0.00         | 2,715.14     | 1,319.84-    | 3,025.92     | 4,345.76-    |      |
| 300 902H | WHS JOURNALISM / BRUIN FUND                    |           |              |              |              |              |              |      |
|          | 7,744.85                                       | 1,865.00  | 0.00         | 0.00         | 9,609.85     | 13,219.80    | 3,609.95-    |      |
| 300 910H | WHS DRAMA FUND                                 |           |              |              |              |              |              |      |
|          | 19,732.30                                      | 0.00      | 4,445.00     | 5,783.48     | 14,136.40    | 11,265.93    | 2,870.47     |      |
| 300 911M | WMS FISHING CLUB                               |           |              |              |              |              |              |      |
|          | 95.42                                          | 0.00      | 0.00         | 0.00         | 95.42        | 88.06        | 7.36         |      |
| 300 917H | WHS MUSIC-INSTRUMENTAL                         |           |              |              |              |              |              |      |
|          | 1,128.97                                       | 0.00      | 0.00         | 0.00         | 1,128.97     | 0.00         | 1,128.97     |      |
| 300 918H | WHS MUSIC-VOCAL GENERAL CHOIR                  |           |              |              |              |              |              |      |
|          | 8,747.48                                       | 3,961.00  | 7,264.19     | 7,413.19     | 8,787.29     | 39,547.85    | 30,760.56-   |      |

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| Fund #   | Fund Description                         | FYTD     | MTD          | FYTD         | Current      | Current      | Unencumbered | Bank       |
|----------|------------------------------------------|----------|--------------|--------------|--------------|--------------|--------------|------------|
| Begin    | MTD Receipts                             | Receipts | Expenditures | Expenditures | Fund Balance | Encumbrances | Fund Balance | Code       |
| 300 918M | WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT |          |              |              |              |              |              |            |
|          | 1,560.52                                 | 4,136.45 | 6,305.45     | 1,272.50     | 762.05       | 7,103.92     | 17,975.06    | 10,871.14- |
| 300 918S | WHS SHOW CHOIR                           |          |              |              |              |              |              |            |
|          | 9,858.08                                 | 0.00     | 0.00         | 0.00         | 9,850.00     | 8.08         | 0.00         | 8.08       |
| 300 950M | ATHLETICS: WMS "CAMP" ACCOUNT ALL SPORTS |          |              |              |              |              |              |            |
|          | 310.63                                   | 0.00     | 0.00         | 0.00         | 0.00         | 310.63       | 0.00         | 310.63     |
| 300 9511 | ATHLETIC CAMPS: BASEBALL                 |          |              |              |              |              |              |            |
|          | 2,326.54                                 | 0.00     | 0.00         | 1,741.03     | 1,741.03     | 585.51       | 0.00         | 585.51     |
| 300 9512 | ATHLETIC CAMPS: BOYS BASKETBALL          |          |              |              |              |              |              |            |
|          | 6,269.02                                 | 1,200.00 | 1,200.00     | 0.00         | 3,367.69     | 4,101.33     | 1,055.95     | 3,045.38   |
| 300 9513 | ATHLETIC CAMPS: B SOCCER                 |          |              |              |              |              |              |            |
|          | 312.00                                   | 0.00     | 0.00         | 0.00         | 0.00         | 312.00       | 0.00         | 312.00     |
| 300 9516 | ATHLETIC CAMPS: FOOTBALL                 |          |              |              |              |              |              |            |
|          | 17,107.77                                | 4,465.00 | 21,330.00    | 8,540.76     | 28,513.28    | 9,924.49     | 1,301.68     | 8,622.81   |
| 300 9523 | ATHLETIC CAMPS: CROSS COUNTRY            |          |              |              |              |              |              |            |
|          | 682.59                                   | 0.00     | 0.00         | 0.00         | 0.00         | 682.59       | 0.00         | 682.59     |
| 300 9528 | ATHLETIC CAMPS: WRESTLING                |          |              |              |              |              |              |            |
|          | 2,623.69-                                | 0.00     | 0.00         | 0.00         | 0.00         | 2,623.69-    | 4,525.00     | 7,148.69-  |
| 300 9532 | ATHLETIC CAMPS: GIRLS BASKETBALL         |          |              |              |              |              |              |            |
|          | 20,912.43                                | 0.00     | 900.00       | 0.00         | 6,248.99     | 15,563.44    | 992.26       | 14,571.18  |
| 300 9534 | ATHLETIC CAMPS: SOFTBALL CAMP            |          |              |              |              |              |              |            |
|          | 369.78                                   | 0.00     | 0.00         | 0.00         | 0.00         | 369.78       | 0.00         | 369.78     |
| 300 9535 | ATHLETIC CAMPS: VOLLEYBALL               |          |              |              |              |              |              |            |
|          | 8,157.81                                 | 0.00     | 0.00         | 579.00       | 3,835.67     | 4,322.14     | 1,066.67     | 3,255.47   |
| 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             |          |              |              |              |              |              |            |
|          | 6,716.57                                 | 0.00     | 0.00         | 0.00         | 1,454.44     | 5,262.13     | 248.07       | 5,014.06   |
| 300 9553 | ATHLETIC CAMPS: CHERLEADING              |          |              |              |              |              |              |            |
|          | 13,529.25                                | 191.00   | 3,350.00     | 430.80       | 8,885.39     | 7,993.86     | 1,407.55     | 6,586.31   |
| 300 9555 | ATHLETIC CAMPS: WMS CHEER                |          |              |              |              |              |              |            |
|          | 2,503.46                                 | 0.00     | 0.00         | 0.00         | 0.00         | 2,503.46     | 0.00         | 2,503.46   |

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| Fund # | Fund Description                                   | FYTD      | MTD          | FYTD         | Current      | Current      | Unencumbered | Bank        |
|--------|----------------------------------------------------|-----------|--------------|--------------|--------------|--------------|--------------|-------------|
| Begin  | Balance                                            | Receipts  | Expenditures | Expenditures | Fund Balance | Encumbrances | Fund Balance | Code        |
| 300    | 988H WHS YEARBOOK/WHISPERER FUND                   |           |              |              |              |              |              |             |
|        | 20,541.51                                          | 729.00    | 729.00       | 0.00         | 6,988.56     | 14,281.95    | 1,790.22     | 12,491.73   |
|        | TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:    |           |              |              |              |              |              |             |
|        | 128,050.70                                         | 48,615.96 | 131,338.04   | 45,600.06    | 156,575.95   | 102,812.79   | 170,419.20   | 67,606.41-  |
| 401    | 9019 AUX SERVICES FY19: SACRED HEART               |           |              |              |              |              |              |             |
|        | 16,267.86                                          | 0.00      | 0.00         | 7,464.05     | 44,724.83    | 28,456.97-   | 21,300.66    | 49,757.63-  |
| 401    | 9020 AUX SERVICES FY 2020 SACRED HEART             |           |              |              |              |              |              |             |
|        | 0.00                                               | 0.00      | 60,895.02    | 6,410.50     | 8,610.57     | 52,284.45    | 115,291.10   | 63,006.65-  |
|        | TOTAL FOR Fund 401 - AUXILIARY SERVICES:           |           |              |              |              |              |              |             |
|        | 16,267.86                                          | 0.00      | 60,895.02    | 13,874.55    | 53,335.40    | 23,827.48    | 136,591.76   | 112,764.28- |
| 499    | 9017 OHIO CAREER COUNSELING GRANT: FY2017          |           |              |              |              |              |              |             |
|        | 23,631.21                                          | 0.00      | 0.00         | 0.00         | 0.00         | 23,631.21    | 2,806.12     | 20,825.09   |
|        | TOTAL FOR Fund 499 - MISCELLANEOUS STATE GRANT FUN |           |              |              |              |              |              |             |
|        | 23,631.21                                          | 0.00      | 0.00         | 0.00         | 0.00         | 23,631.21    | 2,806.12     | 20,825.09   |
| 516    | 9019 IDEA-B FED GRANT FY 2019                      |           |              |              |              |              |              |             |
|        | 14,704.78                                          | 0.00      | 0.00         | 1,584.00     | 204,313.87   | 189,609.09-  | 0.00         | 189,609.09- |
| 516    | 9020 IDEA-B FED GRANT FY 2020                      |           |              |              |              |              |              |             |
|        | 0.00                                               | 0.00      | 0.00         | 68,700.42    | 81,848.12    | 81,848.12-   | 36,235.67    | 118,083.79- |
| 516    | 919R IDEA-B RESTORATION GRANT FY2019               |           |              |              |              |              |              |             |
|        | 10,920.78-                                         | 0.00      | 0.00         | 0.00         | 22,274.19    | 33,194.97-   | 0.00         | 33,194.97-  |
| 516    | 920R IDEA-B RESTORATION GRANT FY2020               |           |              |              |              |              |              |             |
|        | 0.00                                               | 0.00      | 0.00         | 6,424.68     | 6,424.68     | 6,424.68-    | 0.00         | 6,424.68-   |
|        | TOTAL FOR Fund 516 - IDEA PART B GRANTS:           |           |              |              |              |              |              |             |
|        | 3,784.00                                           | 0.00      | 0.00         | 76,709.10    | 314,860.86   | 311,076.86-  | 36,235.67    | 347,312.53- |
| 524    | 9019 CARL PERKINS: FY 2019                         |           |              |              |              |              |              |             |
|        | 0.00                                               | 77,905.46 | 77,905.46    | 11,028.95-   | 77,905.46    | 0.00         | 0.00         | 0.00        |
| 524    | 9020 CARL PERKINS FY 2020                          |           |              |              |              |              |              |             |
|        | 0.00                                               | 0.00      | 0.00         | 14,372.88    | 14,372.88    | 14,372.88-   | 0.00         | 14,372.88-  |
|        | TOTAL FOR Fund 524 - VOC ED: CARL D. PERKINS - 198 |           |              |              |              |              |              |             |
|        | 0.00                                               | 77,905.46 | 77,905.46    | 3,343.93     | 92,278.34    | 14,372.88-   | 0.00         | 14,372.88-  |
| 572    | 9019 TITLE ONE FY 2019                             |           |              |              |              |              |              |             |
|        | 0.00                                               | 0.00      | 0.00         | 32,694.60-   | 61,126.93    | 61,126.93-   | 0.00         | 61,126.93-  |

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| Fund #   | Fund Description                                   | FYTD         | MTD           | FYTD         | Current       | Current       | Unencumbered | Bank          |
|----------|----------------------------------------------------|--------------|---------------|--------------|---------------|---------------|--------------|---------------|
| Begin    | Balance                                            | Receipts     | Expenditures  | Expenditures | Fund Balance  | Encumbrances  | Fund Balance | Code          |
| 572 9020 | TITLE I: FY 2020                                   |              |               |              |               |               |              |               |
|          | 0.00                                               | 0.00         | 27,954.38     | 27,954.38    | 27,954.38-    | 0.00          | 27,954.38-   |               |
|          | TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE |              |               |              |               |               |              |               |
|          | 0.00                                               | 0.00         | 4,740.22-     | 89,081.31    | 89,081.31-    | 0.00          | 89,081.31-   |               |
| 587 9020 | EARLY CHILDHOOD SPEC ED IDEA FY 20                 |              |               |              |               |               |              |               |
|          | 0.00                                               | 0.00         | 412.36        | 412.36       | 412.36-       | 0.00          | 412.36-      |               |
| 587 920R | IDEA- PRESCHOOL RECOVERY GRANT FY 20               |              |               |              |               |               |              |               |
|          | 0.00                                               | 0.00         | 412.36        | 412.36       | 412.36-       | 0.00          | 412.36-      |               |
|          | TOTAL FOR Fund 587 - IDEA PRESCHOOL-HANDICAPPED:   |              |               |              |               |               |              |               |
|          | 0.00                                               | 0.00         | 824.72        | 824.72       | 824.72-       | 0.00          | 824.72-      |               |
| 590 9019 | TITLE II-A SUPP EFF INST FY 19                     |              |               |              |               |               |              |               |
|          | 3,100.00                                           | 0.00         | 1,064.78-     | 37,877.59    | 34,777.59-    | 0.00          | 34,777.59-   |               |
| 590 9020 | IMPRV. TEAC. QUALITY GRANT FY20                    |              |               |              |               |               |              |               |
|          | 0.00                                               | 0.00         | 7,373.62      | 7,373.62     | 7,373.62-     | 0.00          | 7,373.62-    |               |
|          | TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:    |              |               |              |               |               |              |               |
|          | 3,100.00                                           | 0.00         | 6,308.84      | 45,251.21    | 42,151.21-    | 0.00          | 42,151.21-   |               |
| 599 9019 | IV-A STUDENT SUPPORT GRANT FY19                    |              |               |              |               |               |              |               |
|          | 2,077.29                                           | 0.00         | 12,295.21     | 15,572.50    | 13,495.21-    | 0.00          | 13,495.21-   |               |
| 599 9020 | IV-A STUDENT SUPPORT GRANT FY20                    |              |               |              |               |               |              |               |
|          | 0.00                                               | 0.00         | 0.00          | 0.00         | 0.00          | 7,243.23      | 7,243.23-    |               |
|          | TOTAL FOR Fund 599 - MISCELLANEOUS FED. GRANT FUND |              |               |              |               |               |              |               |
|          | 2,077.29                                           | 0.00         | 12,295.21     | 15,572.50    | 13,495.21-    | 7,243.23      | 20,738.44-   |               |
|          | GRAND TOTALS:                                      |              |               |              |               |               |              |               |
|          | 34,291,824.18                                      | 2,655,272.55 | 25,116,183.99 | 4,886,204.31 | 17,229,540.64 | 42,178,467.53 | 7,036,072.42 | 35,142,395.11 |