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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, APRIL 13, 2020, 7:00 P.M.
VIA GOOGLE MEET
TO JOIN BY VIDEO CLICK THE FOLLOWING LINK:

meet.google.com/esy-vixy-zmv

TO JOIN BY TELEPHONE CALL THE FOLLOWING NUMBER:

(US)+1 440-817-0049
PIN: 522 097 686#

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Regular Stated Meeting Minutes

V. Administrative Discussion Items, Presentations, and Updates

A. 2020-2021 Kindergarten Registration
B. Wadsworth Remote Learning Website
C. Wadsworth Knows How Initiative
D. Board of Education 2019-2020 Goals
E. Discussion: Virtual Spirit Week

VI. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Employments

a) Limited Teaching Contracts for 2020-2021 or 2020-2022 (remainder of teaching staff in the middle of two (2)-year contracts, and those on continuing contracts will receive salary notices for the 2020-2021 school year):

(1) Krista Acierto, 20-22
(2) Jennifer Ballinger, 20-22
(3) Mallory Bergstresser, 20-22

(4) Stephanie Bever, 20-21
(5) Ashley Bonenfant, 20-21
(6) Laura Boyert, 20-21
(7) Anthony Boytim, 20-21
(8) Lisa Bressler, 20-22
(9) Taryn Busson, 20-21
(10) Amelia Capotosta, 20-22
(11) Jill Carpenter-Miller, 20-21
(12) Jessica Chada, 20-21
(13) Patricia Chrisman, 20-22
(14) Justine Cianchetti, 20-22
(15) Katherine Coleman, 20-21
(16) Johanna Corbin, 20-22
(17) Margo Costello, 20-21
(18) Sarah Crowley, 20-21
(19) Eric Cucuz, 20-21
(20) Kalyn Davis, 20-22
(21) Blake Dickson, 20-22
(22) Nicole Doyle, 20-21
(23) Haley Duerr, 20-21
(24) Chelsea Duty, 20-21
(25) Eric England, 20-22
(26) Kelsie Erhard, 20-21
(27) Susan Everhart, 20-21
(28) Shannon Fisher, 20-22
(29) Krystal Flory, 20-21
(30) Allison Franzolino, 20-21
(31) Laurie Freund, 20-22
(32) Jessica Gabor, 20-21
(33) Colleen Gazy, 20-22
(34) Jessica Gibson, 20-22
(35) Angela Hall, 20-21
(36) Kelly Hall, 20-21
(37) Susan Hamblen, 20-22
(38) Austin Hanna, 20-21
(39) Ashley Heffinger, 20-21
(40) Amanda Henthorn, 20-21
(41) Shannon Herlihy, 20-21
(42) Zachary Humrichouser, 20-21
(43) Rebecca Jett, 20-21
(44) Christopher Kallai, 20-22
(45) Deena Keller, 20-21
(46) Kimberly Kirven, 20-22
(47) Hannah Lahiff, 20-21
(48) Kelly Laib, 20-21
(49) Megan Letner, 20-21
(50) Briana Lowdermilk, 20-21
(51) Sally Lucas, 20-22
(52) Taylor Lundin, 20-21

(53) Jeffrey Marini, 20-21
(54) Jennifer Martin, 20-22
(55) Sarah Maxon, 20-21
(56) Sarah McCafferty, 20-21
(57) Michelle (Bree) McNeill, 20-21
(58) Erin McPherson, 20-21
(59) Matthew Milano, 20-21
(60) Katie Morfchak, 20-22
(61) Meghan Nichols, 20-22
(62) Erin O'Shaughnessy, 20-21
(63) Emily Osting, 20-22
(64) Allison Pallija, 20-22
(65) Gretchen Pappas, 20-22
(66) Tallie Paz, 20-21
(67) Brianne Pernod, 20-22
(68) Samuel Piehl, 20-22
(69) Emily Pignato, 20-22
(70) Samantha Quallich, 20-21
(71) Alexandra Richards, 20-22
(72) Lindsay Rohrbach, 20-22
(73) Dennis Schrock, 20-22
(74) Philip Seenes, 20-22
(75) Joseph Shalala, 20-22
(76) Jeffrey Shenker, 20-22
(77) Jennifer Sorrent, 20-21
(78) Kristie Stoll, 20-22
(79) Meredith Stratton, 20-21
(80) Dianna Tenyak, 20-22
(81) Georgia Terovolas, 20-22
(82) Kelsey Thomas, 20-21
(83) Justin Todd, 20-22
(84) Chari Turski, 20-22
(85) Serra VanZandt, 20-21
(86) Aubrey Virgin, 20-21
(87) Anna Warren, 20-21
(88) Briana Whited, 20-22
(89) Kaitlyn Wilson, 20-22
(90) Kathryn Witmer, 20-22
(91) Timothy Yoder, 20-22
(92) Alexandra Zwisler, 20-21

b) New Continuing Teaching Contracts for 2020-2021:

(1) Amy Muhl
(2) Brandon Nolin
(3) Matthew Saunders
(4) Chad Wolf

c) Taylor Schrock, Home Instruction Tutor, eff. 4/13/2020

d) Volunteers, per attached list

e) Athletic Event Workers, per attached list

2. Resignations

a) Mary Penrod, Non-teaching employee, retirement eff. May 28, 2020
b) Tabitha Roberts, Non-teaching employee, resignation eff. March 27, 2020

c) Erin Foster, Long-term Certified Substitute, resignation eff. 5/30/2020

3. Recommendation to amend the return date for Amelia Capotosa's unpaid leave to April 2, 2020

B. ACTION CONSENT ITEMS

1. Recommendation to approve the Retirement Plan Compliance and Administration Services Agreement between TSA Consulting Group, Inc. and the Wadsworth City School District to provide 403(b) retirement plan compliance with regulations issued by the Internal Revenue Service (IRS) effective April 1, 2020

2. Recommendation to approve the Wadsworth City School District's 403(b) Plan Document as provided by TSA Consulting Group, Inc., effective April 1, 2020

3. Recommendation to accept the following donations:

a) $1,731.75 from the Wadsworth Girls Lacrosse Club
b) $1,455 from Milligan Insurance Agency
c) $1,500 from A-1 Sports Sales
d) $100 from A-1 Sports Sales

4. Recommendation to approve the Evolve Academy of Medina City School District Contract Addendum

5. Recommendation to approve the Educational Service Center of Medina County 2020-2021 County Service Agreement

6. Recommendation to approve the Owner-Contractor Agreement between Perrin Asphalt Company, Inc. and the Wadsworth City School District Board of Education

7. Recommendation to approve the revised dates of April 3-12, 2021 for the Grizzlies Abroad overnight trip to Austria, the Czech Republic, and Italy

8. Recommendation to approve the Settlement Agreement and General Release between Pamela J. Hammel and the Wadsworth City School District Board of Education

9. Recommendation to approve the use of the law firm of Harpst Becker for school construction-related services

10. Recommendation to approve an increase in the adult lunch price to $3.65

11. Recommendation to approve the 2020-2021 Ohio Student Accident Insurance Program administered by Student Protective Agency

12. Recommendation to approve the following reduction in student instruction hours for the 2019-2020 school year:

School	Grade(s)	Reduced Hours
Franklin Elementary	K	36.48
Franklin Elementary	1-4	36.48
Isham Elementary	K	35.52
Isham Elementary	1-4	36.48
Lincoln Elementary	K	36.48
Lincoln Elementary	1-4	36.48
Overlook Elementary	K-4	36.00
Valley View Elementary	K	36.00
Valley View Elementary	1-4	36.48
Central Intermediate	5-6	37.32
Wadsworth Middle	7-8	39.00
Wadsworth High	9-12	39.00

13. Recommendation to approve the continued education of our students via web access, pursuant to Ohio Revised Code 3313.482 and recently enacted House Bill 197, from March 24, 2020 through the end of the current closure period, as determined by our Governor, or the last student day of the 2019-2020 school year (May 28, 2020), whichever comes first

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

    a) 1520, Employment of Administrators (revised)
    b) 2464, Gifted Education and Identification (revised)
    c) 3120, Employment of Professional Staff (revised)
    d) 3120.04, Employment of Substitutes (revised)
    e) 3120.05, Employment of Personnel in Summer School and Adult Education Programs (revised)
    f) 3120.08, Employment of Personnel for Co-Curricular/Extra-Curricular Activities (revised)
    g) 4120, Employment of Classified Staff (revised)
    h) 4120.08, Employment of Personnel for Co-Curricular/Extra-Curricular Activities (revised)
    i) 4124, Employment Contract (revised)
    j) 5460, Graduation Requirements (revised)

k) 5460.02, Students At Risk of Not Qualifying for a High School Diploma (new)
l) 6107, Authorization to Accept and Distribute Electronic Records and to Use Electronic Signatures (revised)

15. Recommendation to adopt the following English Language Arts textbook/instructional materials beginning with the 2020- 2021 school year:

    Heggerty Phonemic Awareness Curriculum (2020) by Literacy Resources, LLC. Kindergarten curriculum for all kindergarten classes and primary curriculum for all tutors.

    Units of Study in Phonics (2019) by Heinemann, grades K-2.

    Units of Study in Reading by Heinemann, grades K-6.

    Units of Study in Writing by Heinemann, grades K-6.

    HMH Into Literature (2020) by Houghton Mifflin Harcourt, grades 7-8.

    Study Sync (2020) by McGraw-Hill, grades 9-12.

16. Recommendation to approve the addendum to the Wadsworth City School District Independent Contractor Agreement between ABA Behavioral Health Specialists and the Wadsworth City School District Board of Education (previously approved on August 12, 2019 and February 10, 2020)

17. Recommendation to modify the issuance of letter grades, per Board of Education Policy 5430, Class Rank, for the fourth quarter/third trimester of the 2019-2020 school year as follows:

    a) For students in preschool through grade 8, fourth quarter/third trimester grades will be pass/no pass.

    b) For students in grades 9-12 and middle school students taking a high school course, at the end of the fourth quarter the student will have the option of receiving a pass/no pass or the grade earned for the fourth quarter.

18. Recommendation to approve the Negotiated Agreement between the Wadsworth Education Association and the Wadsworth City School District Board of Education for the period of July 1, 2020 through June 30, 2023

19. Recommendation to approve the use of Summa Health for pre-employment drug testing services

20. Recommendation to approve the Statement of Work between CDW Government, LLC and the Wadsworth City School District Board of Education

C. PERSONNEL ITEM

1. Resignation of Pam Hammel, eff. February 3, 2020

VII. Items of the Treasurer

A. ACTION CONSENT ITEMS

1. Resolution authorizing the Treasurer to continue compensation of all regularly contracted employees (full-time and part-time) due to the Coronavirus (COVID 19) pandemic beginning March 16, 2020.

   Said employees are assigned to work at home to continue school operations. In addition, any and all employees may be called to work in buildings or on school grounds consistent with the Governor's closing of school and stay at home order.

   Said compensation will continue until such time as the Board of Education takes action to suspend or discontinue said practice.

   In addition, the Board of Education authorizes the Treasurer to continue pay for the following employees:

   Long-term Substitutes:

Employee	Position	Rate	Start Date	Other
Shriver, Rebecca	Teacher	234.14	3/16/2020	n/a
Poldrui, Michayla	Teacher	234.14	3/16/2020	n/a
Sandridge, Carly	Teacher	234.14	3/16/2020	end date 4/3/2020
Bair, Cora	Teacher	95.00	3/19/2020	n/a
Van Dyke, Pamela	Teacher	67.45	3/19/2020	n/a
Schrock, Taylor	Teacher	95.00	3/19/2020	n/a

   Hourly Employees:

Employee	Position	Rate	Start Date	Other
Layton, Jennifer	V. Driver	12.67	3/16/2020	4hr 35min/ day
Gangle, Richard	Custodian	12.16	3/16/2020	8hrs/ day
Adams, Donna	BC Tutor	28.08	3/16/2020	1 hr/ day
Gerberich, Cheryl	BC Tutor	33.88	3/16/2020	4 hrs /day
Mountjoy, Thomas	Carpentry Asst.	20.00	3/16/2020	2 hrs./day

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

   a. Appropriation Summary Report
   b. Revenue Summary Report
   c. Cash Summary Report
   d. Monthly Financial Update Report

VIII. Legislative Update

IX. Floor Items

X. Board Member Items

XI. 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, D and E as listed above.

XII. Adjournment

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

EMPLOYMENTS
April 13, 2020

Volunteers

Catherine Adkins
David Adler
Brittany Basinger
Tanisha Dietry
Brittany Gerstenslager
Emily Giardi
Kara Hanzie
Catherine Hutzel, eff. 3/9/2020
Diane Lucas
Kristel Stone

Athletic Event Workers

Division I Wrestling Sectional Tournament (2/29/2020 at Wadsworth High School)

Sam Brandenburg, Tournament Manager ($275)
Brad Musgrave, Asst. Manager ($50)
Mike Kyner, Announcer ($75)
John Gramuglia, Score Table ($75)
Lorraine Brandenburg, Score Table ($75)
Val Dannemiller, Ticket Seller ($100)
Jan Richards, Ticket Seller ($100)
Aly Hutton, Ticket Taker ($100)

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
April 13, 2020

Agenda Detail Sheet

V. Administrative Discussion Items, Presentations, and Updates

A. Kindergarten Registration for the 2020-2021 School Year: Kindergarten registration for the 2020-2021 school year is now open. Details can be found by clicking here.

B. Wadsworth Remote Learning Web Page: The Wadsworth Remote Learning web page can be found by clicking here. The web page was created in an effort to provide a central location for general information you will need as we move forward with new learning, beginning on April 13. The web page contains the following:

- Guidelines that detail the expectations for new learning;
- Instructional resources;
- Technology resources;
- FAQ;
- Wellness; and
- Parent Information, including information for those needing Internet service at home and/or a student electronic device.

C. Wadsworth Knows How Initiative: The following is from Daniel Slife, Director of the Wadsworth Public Library:

> Wadsworth Public Library is launching a new initiative, Wadsworth Knows How, in partnership with the City of Wadsworth, Wadsworth City School District, and the Wadsworth Area Chamber of Commerce.
>
> The objective of Wadsworth Knows How is to build community resourcefulness, resilience, and hope in this time of great need. Through Wadsworth Knows How, the Library will be working with our partners and the community at-large to build networks of support and mutual aid that will help us to hit the ground running when the Governor's orders are lifted and we are permitted to safely work shoulder to shoulder again.
>
> We recognize that vital work in this area has long been the purview of many non-profit, governmental, and faith-based organizations serving our community and region. Through Wadsworth Knows How, we are seeking to support these efforts while adapting the capabilities of the Wadsworth Public Library in anticipation of new levels of need in our community.
>
> When the opioid crisis struck Ohio, we witnessed Wadsworth rise to the occasion as a standard-bearer for community response as well as a sense of community-wide

responsibility for addressing a troubling problem. We are confident that the Wadsworth community will again rise to the occasion of whatever challenges that may lay ahead.

Please take a moment to familiarize yourself with this initiative and let us know how you can help. Visit www.wadsworthlibrary.com/wkh. There, you can submit your name to join a project.

VI. Administrative Items

B. ACTION CONSENT ITEMS

1.&2. TSA Retirement Plan Compliance and Administration Services Agreement and 4039(b) Plan Document: The agreement between TSA Consulting Group, Inc. and the Wadsworth City School District being recommended for approval is due to the Internal Revenue Service (IRS) requiring us to adopt a new Plan Document to administer 403(b) retirement options to employees. We selected TSA Group to help implement the new Plan Document. In addition, we are entering into a contract with TSA Group to serve as our common remitter for employee payroll deductions. There is no cost to the district for either of these services. TSA Group charges the 403(b) companies a fee for each remittance.

4. **Evolve Academy Contract Addendum:** The Evolve Academy Contract Addendum being recommended for approval is necessary for students to attend school at Evolve Academy, per their individual education program (IEP).

5. **Educational Service Center (ESC) of Medina County 2020-2021 County Service Agreement** : The ESC of Medina County 2020-2021 County Service Agreement being recommended for approval details the services our school district will purchase from the ESC of Medina County for the 2020-2021 school year. Changes for next year, when compared to this year's agreement, include the addition of days for the Behavioral/Autism Consulting Services to meet student needs and the elimination of psychology services, as we intend to hire a person directly to meet our student needs.

6. **Owner-Contractor Agreement between Perrin Asphalt Company, Inc. and the Wadsworth City School District Board of Education:** The agreement with Perrin Asphalt Company, Inc. being recommended for approval details the arrangements for the work to be completed on the parking lot project at 274 Grandview Ave./Art Wright Stadium and was entered into after approval was given at the March 9, 2020 Wadsworth City School District Board of Education meeting.

7. **Revised dates of April 3-12, 2021 for the Grizzlies Abroad overnight trip to Austria, the Czech Republic, and Italy**: The revised dates for the Grizzlies Abroad overnight trip being recommended for approval are necessary because the original trip, scheduled for this spring, was cancelled due to the Coronavirus pandemic.

8. **Settlement Agreement and General Release between Pamela J. Hammel and the Wadsworth City School District Board of Education:** The Settlement

Agreement and General Release being recommended for approval details the arrangements made between Pamela J. Hammel, the Bureau of Workers' Compensation and Ohio Industrial Commission and the Wadsworth City School District.

9. **Use of Harpst Becker Law Firm:** The use of the Harpst Becker law firm being recommended for approval will allow for legal services to be rendered for the potential Central Intermediate School construction project, per the timeline detailed on the January 8, 2020 resolution approved by the Wadsworth City School District Board of Education.

10. **Adult Lunch Price Increase:** The lunch price increase being recommended for approval is necessary to remain in compliance with federal requirements, per a recently completed food service audit by the Ohio Department of Education.

11. **2020-2021 Ohio Student Accident Insurance Program:** The Ohio Student Accident Insurance Program being recommended for approval will allow our district to continue to offer student accident insurance to parent/guardian(s) at a cost to the parent/guardian(s), not the school district.

12. **Reduction in Student Instruction Hours for the 2019-2020 School Year:** The reduction in student instruction hours for the 2019-2020 school year being recommended for approval is necessary to officially adjust the board-approved 2019-2020 school calendar to account for the days without student instruction. The days without student instruction, due to the Coronavirus pandemic, were Monday, March 16 through Monday, March 23, 2020. Even with the reduction in instruction hours, we are well above the minimum number of instruction hours required in a school year by Ohio Revised Code. The required hours are as follows:

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

What is allowed to "count" toward hours of instruction is defined by Ohio Revised Code and is summarized in guidance provided by the Ohio Department of Education. Each elementary school has a building schedule that is a little different. As a result, total hours of instruction vary by building, and in some cases, by grade level as well.

13. **Continued Education of Students via Web Access:** The continued education of students via web access being recommended for approval will allow our school district to count the hours of online instruction to students during the Coronavirus pandemic toward the minimum hours of instruction required by Ohio Revised Code. Currently, the Governor's mandated period of closure runs through Friday, May 1. The recommended resolution will cover this period of time, or longer (potentially through the end of the school year on May 28), if the Governor extends the closure order.

14. **Board of Education Policies:** The board of education policies being recommended for a second reading and approval are necessary to comply with requirements found in Ohio Revised Code and other best practices.

15. **English Language Arts Textbook/Instructional Materials Adoption:** The English Language Arts textbooks/instructional materials being recommended for adoption, beginning in the 2020-2021 school year, are the materials presented by members of the English Language Arts Textbook Adoption Committee at the March 9, 2020 Wadsworth City School District Board of Education meeting.

16. **Independent Contractor Agreement with ABA Behavioral Specialists:** The addendum to the Independent Contractor Agreement with ABA Behavioral Specialists being recommended for approval changes the end date for services with ABA Behavioral Specialists from Friday, February 21, 2020 to Tuesday, March 24, 2020.

17. **Modification of Board of Education Policy 5430, Class Rank:** The recommendation to modify the issuance of letter grades, per Board of Education Policy 5430, Class Rank, for the fourth quarter/third trimester of the 2019-2020 school year as follows:

    a) For students in preschool through grade 8, fourth quarter/third trimester grades will be pass/no pass

    b) For students in grades 9-12 and middle school students taking a high school course, at the end of the fourth quarter the student will have the option of receiving a pass/no pass or the grade earned for the fourth quarter

    is being made to allow for flexibility during the period of online instruction due to the closure of our school buildings due to the Coronavirus pandemic. While we have worked to eliminate barriers to learning for students (e.g. passing out over one thousand (1000) electronic devices to students in preschool through sixth grade and connecting families without internet service at home to providers offering free service during this period of time) we cannot assure that all students will not be faced with barriers outside of our control as they work in the online environment. As a result, our intention is to adjust our grading system for the fourth quarter/ third trimester to make sure a student's overall grade for a course and resulting grade point average are not negatively impacted.

18. **Wadsworth Education Association (WEA) *Negotiated Agreement* :** The *Negotiated Agreement* between the Wadsworth Education Association and the Wadsworth City School District Board of Education for the period of July 1, 2020 through June 30, 2023 being recommended for approval represents the final product of the collective bargaining process that concluded on March 2, 2020.

19. **Summa Health:** The recommendation to use Summa Health for pre-employment drug testing services is being made because Summa Health's pricing matches what we currently pay and the location testing will take place in is in Wadsworth, which will be more convenient for those who need to test.

20. **CDW Government, LLC Statement of Work:** The Statement of Work between CDW Government, LLC and the Wadsworth City School District Board of Education being recommended for approval will allow for the deployment of Microsoft Azure AD Connect on our server which will allow for the deployment of Office 365 ProPlus, a program that will be helpful to certain teachers and students during the period of closure.

VII. Items of the Treasurer

A. ACTION CONSENT ITEMS

1. **Continued Compensation for Regularly Scheduled Employees:** Due to the Coronavirus pandemic, school building closure, and the stay-at-home order issued by Governor DeWine and Dr. Acton, authorization is requested to continue the pay of all regularly contracted employees and select long-term substitutes that are currently assigned to work at home. This approval is needed for several reasons, including, but not limited to, federal grant purposes, audit/finding for recovery purposes and because hourly employees are currently not completing timesheets.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: March 9, 2020

The Wadsworth City Board of Education met in Regular Session on Monday, March 9, 2020, at **7:30** P.M. at the James R. McIlvaine Performing Arts Center, 625 Broad Street.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Kramer, McComas, Stevens
Absent	Gordon
Administrators	**14**
Staff	**14**
Visitors	**93**
Student Liaison	Logan Egleston

20-3-23 APPROVAL OF BOARD MINUTES

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

Regular Session February 10, 2020

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

STUDENT AND STAFF RECOGNITION

A. March Students of the Month

STUDENT	GRADE	SCHOOL
Brysen Hall	04	Franklin Elementary School
Hailee Wilt	04	Isham Elementary School
Eva Smith	04	Lincoln Elementary School
Breyana Maxwell	04	Overlook Elementary School
Kelsey Johnson	04	Valley View Elementary School
Zachariah Sweet	05	Central Intermediate School
Jessica Cole	08	Wadsworth Middle School
Mark Adrion	12	WHS Career-Technical
Emma Cain	12	Wadsworth High School
* Ella Brandenburg	06	Central Intermediate School
* Joshua Hershberger	08	Wadsworth Middle School
* Cassidy Farnsworth	12	WHS Career-Technical

* Student of the Month from February.

B. Board of Education's School Spotlight for the Month of March: Overlook Elementary School and Franklin Elementary School

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

A. Presentation: English Language Arts Textbook Adoption Process by Members of the English Language Arts Textbook Adoption Committee

B. 2018 Varsity Boys' Soccer Team Recipient of National Team Academic Award

C. Kindergarten Registration for the 2020-2021 School Year

D. Students in Government Day

E. Set Special Board of Education Meeting Date to Review Progress Toward 2019-2020 Goals

ADMINISTRATIVE ITEMS

20-3-24 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **McComas**, to adopt the Personnel Consent Items from the March 9, 2020, Regular Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Employments

a)	Peter Alexander	Non-Teaching Employee	
b)	Kimberly Tobias	Non-Teaching Employee	(eff. 02/18/20)
c)	Melanie Schneider	Non-Teaching Employee	
d)	Kayla Caplinger	Classified Substitute	(eff. 02/13/20)
e)	Elise Muhl	Speech & Debate Judge	(eff. 01/10/20)
f)	Mike Recupero	Home Instructor	

g) Supplemental Contracts

Christopher Atlas	Boys'/Girls' Var. Asst. Track Coach	(eff. 02/24/20)
Matt Pavlak	Boys'/Girls' Var. Asst. Track Coach	(eff. 02/24/20)
Chris Beery	Boys' Varsity Track Coach	(eff. 02/24/20)
Matthew McConnell	Boys' Varsity Asst. Track Coach	(eff. 02/24/20)
Paul Pallini	Boys' Varsity Asst. Track Coach	(eff. 02/24/20)
Steve Webb	9th Grade Baseball Coach	
Steven Deemer	Reserve Baseball Coach	
Alex Laikos	Asst. Baseball Coach (Vol.)	(eff. 02/19/20)
Nicholas Bebout	Asst. Baseball Coach (Vol.)	(eff. 02/20/20)
Mike Schmeltzer	Asst. Softball Coach (Vol.)	

Tom Jackson	Spring Faculty Manager (50%)	
Brian Watson	WMS Girls' Lacrosse Coach (Vol.)	(eff. 02/27/20)
Lexie Richards	WMS Winter Cheerleading Advisor	(prorated)
Jennifer Sorrent	Bus Ramp Duty (prorated)	
Tim Yoder	Fine Arts Festival Performance Coordinator	
Brenda Adley	Fine Arts Festival	
Marlene Bossart	Fine Arts Festival	
Dave Derrig	Fine Arts Festival	
Shawna Flaherty	Fine Arts Festival	
Diana Gorsuch	Fine Arts Festival	
Matt Hastings	Fine Arts Festival	
Sally Lucas	Fine Arts Festival	
Andrea Miller	Fine Arts Festival	
Amy Muhl	Fine Arts Festival	
Brandon Nolin	Fine Arts Festival	
Phil Seenes	Fine Arts Festival	
Matt Shiarla	Fine Arts Festival	
Jennifer Sorrent	Fine Arts Festival	
Lisa Wallen	Fine Arts Festival	
Tim Yoder	Fine Arts Festival	
Kalyn Davis	Fine Arts Festival	
Samantha Quallich	Fine Arts Festival	

h) Athletic Event Workers

Division I Wrestling Regional Team Duals Tournament (02/08/20 at WHS)

Sam Brandenburg	Tournament Site Manager	($275)
Brad Musgrave	Asst. Manager	($ 50)
Mike Kyner	Announcer	($ 75)
Mary Linn	Computer Data Entry	($ 50)
John Gramuglia	Weigh-Ins/Score Table Coordinator	($ 75)
Lorraine Brandenburg	Computer/Score Table Data Entry	($ 75)
Val Dannemiller	Ticket Seller	($100)
Bonnie Montoni	Ticket Seller	($100)
Aly Hutton	Ticket Taker	($100)

Division I Girls Basketball Sectional Tournament (N. Royalton vs. Wadsworth - 02/15/20 at WHS)

Brad Musgrave	Tournament Site Manager	($ 75)

*Other required personnel were paid at their previously Board of Education-approved athletic contest worker rate.

h) Volunteers

Lindsey Beckman	Jill Jones	Daniel Pol
Stephanie Bever	Laura Kerstetter	Amy Radonich
William (Chad) Bever	Tiffany Klein	Joshua Watson
Kristin Brubaker	Katie Lamb	Jeremy Watt
Sarah Conrad	Lindsay Lenze	Angela Watters
Jessica Feichtner	Lindsay Lorton	Michelle Wyand
Amber Hastings		

2. Resignations

a)	Joanne Gahan	CIS Principal	(eff. 07/01/20)
b)	Carol Drown	Substitute Bus Driver	(eff. 02/11/20)
c)	Melissa Lance	Student Aide position only	(eff. 03/06/20)
d)	Juli Erwin	Bear Cub Aide	(eff. 03/09/20)

3. Recommendation to grant unpaid leave under FMLA to Melissa Lance, from the end of her allowable sick leave through March 6, 2020.

4. Recommendation to amend the unpaid leave under FMLA for Amelia Capotosta, from the end of her allowable sick leave through May 3, 2020 (previously approved through March 16, 2020).

5. Recommendation to grant unpaid leave, up to two (2) years, to Pamela Hooser (eff. 02/11/20).

6. Recommendation to grant unpaid leave under FMLA to Lydia Newcomer, from the end of her allowable sick leave through the end of the 2019-2020 school year.

7. Recommendation to grant unpaid leave under FMLA to Hannah Lahiff, from the end of her allowable sick leave through the 2020-2021 school year.

8. Recommendation to grant .75 hour of unpaid leave to Courtney Stassinis on May 15, 2020.

9. Recommendation to approve Karl Elsass as a member of the Business Advisory Council (BAC).

10. Recommendation to grant unpaid leave to Laurie Freund on December 4, 2020.

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

20-3-25 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **Kramer**, to adopt the Action Consent Items from the March 9, 2020, Regular Meeting, as presented:

B. **ACTION CONSENT ITEMS**

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

a)	1520	Employment of Administrators (rev.)
b)	2464	Gifted Education and Identification (revised)
c)	3120	Employment of Professional Staff (revised)
d)	3120.04	Employment of Substitutes (revised)
e)	3120.05	Employment of Personnel in Summer School and Adult Education Programs (revised)
f)	3120.08	Employment of Personnel for Co-Curricular/ Extra-Curricular Activities (revised)
g)	4120	Employment of Classified Staff (revised)
h)	4120.08	Employment of Personnel for Co-Curricular/ Extra-Curricular Activities (revised)
i)	4124	Employment Contract (revised)
j)	5460	Graduation Requirements (revised)
k)	5460.02	Students At-Risk of Not Qualifying for a High School Diploma (new)
l)	6107	Authorization to Accept and Distribute Electronic Records and to Use Electronic Signatures (revised)

2. Recommendation to approve the Agreement for the Provision of Limited Professional Services with Barber & Hoffman, Inc. **(ATTACHED)**

3. Recommendation to approve the following Barons Bus Lines Confirmations:

   a) Isham Elementary School trip to Columbus, OH on 5/21/2020
   b) Lincoln Elementary School trip to McKinley Museum & Monument on 05/19/20
   c) Lincoln Elementary School trip to Cleveland, OH on 05/21/2020

4. Recommendation to approve an overnight field trip for the Engineering Design and Technology, Programming and Robotics students to attend the National Robotics Championship in Marion, Ohio, departing April 2 and returning April 4,2020.

5. Recommendation to approve the following as chaperones for the WHS Spring Fling Dance on Friday, March 6:

   a) Maria Daull
   b) Debbie Lake
   c) Peggy Tanner

6. Recommendation to accept a $2,560 donation from the Isham Elementary School PTO.

7. Recommendation to approve the Memorandum of Understanding between College Now Greater Cleveland and the Wadsworth City School District Board of Education for the 2020-2021 school year. **(ATTACHED)**

8. Recommendation to approve the ComDoc Terms and Conditions. **(ATTACHED)**

9. Recommendation to approve the Cleveland Metroparks Zoo Group Reservation Confirmation/Invoice. **(ATTACHED)**

10. Recommendation to approve the revised Contract for Services with Great Sounds DJ Services, effective January 8, 2020. **(ATTACHED)**

11. Recommendation to approve the Contract for Services with Great Sounds DJ Services. **(ATTACHED)**

12. Recommendation to approve the Discovery Training, Route Building, or Assist Services Proposal between Tyler Technologies and the Wadsworth City School District Board of Education. **(ATTACHED)**

13. Recommendation to approve the IC Systems Terms for Option Available to Pursue Legal Action. **(ATTACHED)**

14. Recommendation to approve the Agreement between TKO Entertainment and the Wadsworth City School District Board of Education. **(ATTACHED)**

15. Recommendation to approve the 2020 Create 8.5x11 Contract between School Datebooks and the Wadsworth City School District Board of Education. **(ATTACHED)**

16. Recommendation to approve the Acuity Software Maintenance Agreement. **(ATTACHED)**

17. Recommendation to approve the College Credit Plus Memorandum of Understanding School Year 2020-2021 between Kent State University and the Wadsworth City School District Board of Education. **(ATTACHED)**

18. Recommendation to approve the revised 2020-2021 school calendar.

19. Recommendation to approve the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education. **(ATTACHED)**

20. Recommendation to approve the 2020 High School/Middle School Soccer Assigning Contract. **(ATTACHED)**

21. Recommendation to approve the revised Participation Fee for an Injured Student, as follows:

Scenario:	Amount Paid by Student:
Student is injured before regular season contests begin and does not participate in any contests during the season	$0.00
Student is injured, and, as a result of the injury, participates in less than half of the regularly scheduled contests	$50.00
Student is injured but participates in half or more of the regularly-scheduled contests	$100.00

22. 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) Megan Lucey to Northside Christian Academy
Parents: Tommy and Analise Lucey

b) Peighton Scandlon to Medina Christian Academy, Medina
Parent: Susan Scandlon

c) Luke Oesterling to Medina Christian Academy, Medina
Parents: Jason and Janeen Osterling

d) Nicholas Fortunato to Archbishop Hoban High School, Akron Parents: Nick and Kristin Fortunato

e) Christina Lamoreux to Medina Christian Academy, Medina
Parent: Denise McMillion

f) Zachary Lamoreux to Medina Christian Academy, Medina
Parent: Denise McMillion

g) Emily Krzic to Medina Christian Academy, Medina
Parent: Kimberly Krzic

23. Recommendation to approve the Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C, and Rule 3301-48-02(F) with the Rittman Exempted Village Schools Board of Education. **(ATTACHED)**

24. Recommendation to approve the Non-Public Title 1 Interagency Agreement between Norton City Schools, Sacred Heart of Jesus School and the Wadsworth City School District Board of Education. **(ATTACHED)**

25. Recommendation to approve the Junior Library Guild Terms and Conditions and Privacy Policy. **(ATTACHED)**

26. Recommendation to approve the Today's Classroom LLC Terms and Conditions. **(ATTACHED)**

27. Recommendation to approve the Knewton Enterprise Service Terms and Conditions, including the March 4, 2020 amendment. **(ATTACHED)**

28. Recommendation to approve the Local Level User Agreement. **(ATTACHED)**

29. Recommendation to approve the IC System Recovery Plus Agreement. **(ATTACHED)**

30. Recommendation to accept the 274 Grandview Avenue/Art Wright Stadium parking project bid from Perrin Asphalt Company as the lowest, responsive, responsible bid and to enter into a contract with Perrin Asphalt Company for the project. **(ATTACHED)**

31. Recommendation to accept a $1,000 donation from Paula Orr Robart and Don and Cecilia Robart.

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

ITEMS OF THE TREASURER

Treasurer Beeman announced the Wadsworth City Schools Board of Education received a clean unqualified opinion on the Fiscal Year 2019 audit, and it is available for review on the District website. In addition, the District received the Auditor of State Award for the second year in a row and six of the last seven years.

20-3-26 Upon the recommendation of Treasurer Beeman, the motion was made by **McComas**, seconded by **Stevens**, to adopt the Action Consent Items of the Treasurer from the March 9, 2020, Regular Meeting, as presented:

A. **ACTION CONSENT ITEMS**

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

2. Recommendation to transfer $4,455.51 from the General Fund (001) to the Speech and Debate Fund (200-919H).

3. Recommendation to transfer $12,119.22 from the General Fund (001) to MHJ Grant: STEM Camp (019-9107) and $4,230.74 from the General Fund (001) to STEM Camp Local Grants Fund (019-9108).

4. Recommendation to approve the appointment of Robert Tibbitts to the Library Board of Trustees to fill the unexpired term of Nancy Likens, ending on December 31, 2022.

5. Recommendation to adopt a resolution authorizing the Board of Education of Wadsworth City School District to join the Ohio School Pipeline Coalition. **(ATTACHED)**

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

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

LEGISLATIVE UPDATE

FLOOR ITEMS

BOARD MEMBER ITEMS

EGLESTON Announced the Bruin will be released this Thursday. Congratulated Chris Steele for being the Division 1 State Bowling Champion. Wished good luck to Wrestling team at State Tournament.

KRAMER Congratulated Chris Steele for State Championship. Best wishes to wrestlers at State. Recognized this was the 10th year anniversary of the State Championship Wrestling team.

McCOMAS Congratulated Chris Steele and Wrestling team. Best wishes to cast of Momma Mia and to spring sports teams.

STEVENS Great job to Overlook and Franklin on their presentations. Congratulated Indoor Track team. Wished good luck to Speech & Debate team.

BATEY Congratulated WHS Concert Band, Symphonic Band and Wind Ensemble for their performance at OMEA Large Group. Thanked Erin Simpson and Roger Havens for their presentations. Thanked Joanne Gahan for her service to Wadsworth City Schools.

EXECUTIVE SESSION

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

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

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

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

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

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

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

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

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

EXECUTIVE SESSION

Gordon joined the meeting via phone for Executive Session.

20-3-27 The motion was made by **McComas**, seconded by **Stevens**, to enter Executive Session at **8:41** p.m.

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

EXECUTIVE SESSION recessed at **11:01** p.m.

ADJOURNMENT

20-3-28 The motion was made by **McComas**, seconded by **Stevens**, to adjourn at **11:02** p.m.

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

(Signed)_____
Julie Batey, President

(Attested)_____
Douglas D. Beeman, Treasurer

Retirement Plan Compliance and Administration Services Agreement

The following constitutes a binding "Agreement," effective as of April 1, 2020 between TSA Consulting Group, Inc., ("TSACG") a Florida Corporation, (hereinafter referred to as "Administrator") whose principal place of business is 28 Ferry Road S.E., Ft. Walton Beach, Florida 32548 and the **Wadsworth City School District, 524 Broad Street, Wadsworth, OH 44281,** hereinafter referred to as "Employer."

RECITALS:

WHEREAS, the Employer is either a public educational institution or an organization exempted from federal taxation under Section 501(c) (3) of the Internal Revenue Code (the "IRC");

WHEREAS, the Employer wishes to retain the services of Administrator to provide retirement plan consulting, compliance and administration services to the Employer for the Employer's voluntary retirement programs under Sections 403(b) and/or 457(b) of the Internal Revenue Code ("403(b)/457(b)") and Administrator is willing to provide such services.

WHEREAS, the Administrator agrees that, commencing with the effective date of this Agreement, it will provide the Services as further described in this Agreement

SECTION 1. APPOINTMENT OF ADMINISTRATOR AND RESPONSIBILITES OF THE EMPLOYER

1.01 Appointment: As of the Effective Date of the Agreement, Employer hereby appoints TSACG as its Administrator for the Employer's voluntary retirement program(s) under Sections 403(b) and/or 457(b) of the IRC.

1.02 Acknowledgements: Employer acknowledges that TSACG has not been delegated and does not possess any discretionary authority or discretionary control with respect to the Plan and/or the Services provided under this Agreement that would cause TSACG to be considered a fiduciary of the Plan(s).

1.03 Necessary Information: Employer agrees that it will render to Administrator all reasonable assistance and information necessary to accomplish services set forth in the Agreements. The Employer shall provide all information including, yet not limited to, items set forth in this Agreement. Transmission of all information from the Employer to Administrator shall be performed on a timely basis relative to services provided and service dates set forth in this Agreement.

1.04 Data: Employer agrees to provide all available data necessary to complete the services provided by Administrator as outlined in the Agreements. Such data shall include, yet not be limited to, existing Plan Documents, Employer policies and procedures regarding all qualified plans offered by the Employer, participating vendor information, employee data pertinent to Maximum Allowable Contribution (MAC) calculations to the extent possible for current and prior years' service, and all additional information deemed necessary to complete the scope of work as defined by the Agreement. Data required shall be supplied electronically by the Employer in a format mutually agreed upon by both parties to the Agreement.

1.05 Notice Distribution: Employer agrees to distribute all Administrator provided employee materials, whether electronic or printed, on a timely basis using their preferred and/or most appropriate distribution method for all employees.

1.06 Remittance: Remittance Services will be made available to the Employer free of charge via Administrator's proprietary remitting system. The Administrator is not responsible for monitoring contribution limits with respect to individuals who participate in both the Employer Plan(s) and another 403(b) plan sponsored by an

unrelated employer during the same calendar year. Additionally, any other retirement plans that are required to be aggregated for contribution limit monitoring for which TSACG is not the Administrator will not be taken into account.

1.07 Employer Authorization to Administrator to Access Plan Information from Investment Provider: The Employer shall require all providers of investment products and services to the retirement plans to cooperate with Administrator by providing any information needed to complete the terms of this Agreement.

1.08 Cooperation: The Employer shall instruct staff to cooperate fully with Administrator regarding the compliance review and in obtaining all necessary information for Administrator to complete the duties described in this Agreement. The Employer realizes that any delay in providing data and information to Administrator may impede completion of services as described in this Agreement.

1.09 Other Efforts: Employer agrees to make all other appropriate, commonly accepted efforts necessary to develop and maintain compliance with existing or amended Internal Revenue Codes regarding the retirement plans offered by the Employer and administered by the Administrator.

SECTION 2. ADMINISTRATOR RESPONSIBILITES

Standard services offered by the Administrator in accordance with the Agreement, known collectively as The Compliance Edge® Services, include the following:

2.01 Plan Documents: Administrator will provide appropriate Plan Documents to the Employer for review and approval. These documents shall govern the Plan(s).

2.02 Meaningful Notice: Administrator will assist the Employer in developing employee communications material including specific information on eligibility and enrollment procedures. These communications shall be developed and should be distributed by the Employer to all employees at least once each calendar year.

2.03 Forms and Procedures: Administrator will develop standardized administrative forms for use by the Employer and participants for the purposes of enrollment and asset transactions under the Plan(s).

2.04 Participant Records: Administrator will establish and maintain a record for each participant reflecting the date, amount, and type of each transaction in the participant's account based on information provided to Administrator from the Employer, employees, and product providers. Records maintained by Administrator shall include all information necessary to comply with applicable regulations, rulings and procedures established by the Internal Revenue Service for the plan types indicated herein. The Employer will determine eligibility requirements for employees and Administrator shall be entitled to rely on the Employer's eligibility determinations.

2.05 Participant Inquiries: Administrator will provide adequate access to participants regarding their records and transactions recorded by Administrator. Access shall include, at a minimum, customer service representatives during normal business hours to assist participants with information and transactions under the Plan(s).

2.06 Aggregation of Data: Administrator will assist the Employer with the development and execution of agreements between the Employer and each investment product provider under the Plan(s) regarding the sharing and aggregation of participant data necessary to facilitate recordkeeping and administration duties for the Plan(s). Administrator will exercise its best efforts to cooperate with each provider that maintains participant accounts under the Plan(s) that are subject to the recordkeeping requirements of applicable Internal Revenue Service regulations, rulings, and procedures.

2.07 Employer Reports: Administrator shall provide an annual review and audit of the previous year's contributions for all employees. Administrator shall notify the Employer of all non-compliant contributions and provide the necessary data to facilitate notification to employees affected and completion of correction procedures as required by current Revenue Procedures. Administrator will prepare other Plan reports as necessary.

2.08 Maximum Allowable Contribution (MAC) calculations will be maintained for all employees eligible to participate in the Employer's authorized 403(b) and/or 457(b) plans. These calculations shall include limits applicable to 403(b) and/or 457(b) plans under applicable Sections of the Internal Revenue Code. Such calculations shall be performed in accordance with accepted standards and subject to the prevailing Internal Revenue Codes and Regulations at that time. MAC's will be based on information obtained from the Employer and/or the employee and any statement or guarantee of accuracy by Administrator will be contingent on the data and accuracy of the information delivered by the Employer and/or the employee.

2.09 Transaction Processing: Administrator will administer the Plan with respect to processing participant requests for loans, distributions, transfers, qualified domestic relations orders, and rollovers, including interactions with other investment providers necessary to administer the Plan subject to the terms and conditions included in the Plan Administration Agreement.

2.10 Remittance Services: Electronic remittance services will be available to the Employer via the Administrator's proprietary remittance system.

2.11 Web Pages: Administrator will prepare and maintain web pages specific to the Employer's retirement Plans .

2.12 Administrative Support: Administrator shall provide ongoing administrative support to the Employer, including, but not limited to, the development of appropriate policies and/or procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs that may be beneficial to the Employer and its employees.

2.13 IRS Audit Assistance: Administrator expressly agrees to cooperate with and offer assistance to the Employer in the event of any audit of the 403(b) and/or 457(b) plans by the IRS.

SECTION 3: IRS Compliance Guarantee

TSACG (Administrator) guarantees retirement plan compliance with regulations and guidelines issued by the Internal Revenue Service (IRS) for all clients that are subject to IRS audit for a calendar year in which the client has a Retirement Plan Compliance and Administrative Services Agreement continually in effect with Administrator from January 1 through December 31 of the year/years under audit. In the event that the IRS determines, on audit, that there is a compliance failure with respect to the client's Plan, and the client incurs financial loss due to that determination, Administrator will reimburse the client for the tax penalty and interest assessed by the IRS in connection with that compliance failure, or will refund the client 100% of the administrative fees collected by Administrator for that calendar year, whichever is less. This guarantee is contingent on the following items being true:

1. Administrator is appointed to represent the client (at no additional charge) during the audit. (IRS Form 2848 – Power of Attorney and Declaration of Representative)

2. The compliance failure is not related to inaccurate communications or data provided to Administrator for which the client was/is responsible.

3. The client has continually acted in cooperation with the operational directives offered by Administrator relative to the Plan audited.

4. This IRS Compliance Guarantee is effective for contracts dated on or after October 1, 2019.

SECTION 4: FEES

4.01 Remuneration: Employer agrees that Administrator shall be remunerated for such consulting, compliance and administration services also known as The Compliance Edge®, by the authorized Investment Providers participating in the Plan(s), at the stated rate and methods shown in the "Plan Administration Agreement and Fee Schedule " attached and herein incorporated by reference.

SECTION 5: GENERAL PROVISIONS

5.01 Term, Amendment and Other Matters: This Agreement shall remain in effect until otherwise terminated by either party as described in this Section 5.01. Either party may terminate this Agreement by giving 60 calendar days written notice to the other in accordance with the agreement. Notwithstanding the foregoing, this Agreement shall be terminated immediately upon the occurrence of any of the following events: (i) a material breach by either party not cured within 30 calendar days after notice to the other; (ii) termination of the Administrator by the Employer.

Upon receipt of notice of termination by the Employer pursuant to this Agreement, the Administrator shall make all reasonable efforts to transfer Plan information to the Employer or such third party as the Employer may designate as of the effective date of the termination. Upon transfer, the Administrator shall cease to be responsible for any Services under the Agreement. An extension of time for providing Services beyond the 60 calendar days written notice period described above shall be permitted only by the mutual written agreement of the Administrator and the Employer and the Administrator reserves the right to charge the Employer a reasonable fee for such extended period of Services. This Agreement may be amended by mutual agreement of the parties. From time to time the Administrator may propose amendments to the Employer in writings sent in the manner described in this Agreement. Any proposed amendment will be accompanied by an explanation of the proposed change, the effective date of the proposed change, and the Employer's right to reject the proposed change. The Employer shall be provided a minimum of 90 calendar days advance notice of the proposed amendment. At the expiration of the notice period, if the Employer has not objected in writing, the Employer shall be deemed to have agreed to the amendment.

5.02 Notices: Notices or other communications given pursuant to this agreement shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:

a)	To Administrator:	TSA Consulting Group, Inc. Attn: Contracts 28 Ferry Road SE Fort Walton Beach, FL 32548
b)	To Employer:	Wadsworth City School District 524 Broad Street Wadsworth, OH 44281

5.03 Entire Agreement: Supplements and Amendments. This agreement generally constitutes the entire agreement between the parties, merging all prior presentations, discussions and negotiations. It may be modified by additional letter or other written agreements executed by each party contemporaneously with this agreement, which may modify its provisions or meanings. It may be further supplemented, but not modified, by Administrator from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this agreement may be amended at any time, but only by written agreement signed by all parties hereto.

5.04 Assignment: Some or all of the rights and duties of Administrator hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of Administrator may be performed by others under subcontract, without the release of Administrator for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.

5.05 Governing Law: Except to the extent governed by federal law, this agreement shall be governed by and constructed according to the laws of the state where Employer's principal office resides.

5.06 Confidential Information: The Administrator agrees to hold as secret and confidential all information provided to it by, or through its relationship with the Employer, including data, reports, plans, participant lists, documents, writings, business operations and business systems, and other proprietary material ("Confidential Information"). Non-public information that is personally identifiable to a consumer (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI"), shall be treated by the Administrator as Confidential Information whether it is received directly from the Employer, its assignee or an Investment Provider. Confidential Information from Investment Providers will be treated by the Administrator as perishable. The Administrator will only retain current date information for each Investment Provider. Confidential Information shall remain the property of the party from or through which it was provided.

The Administrator shall use Confidential Information for the limited purposes necessary to execute its obligations under this Agreement. The Administrator shall use the same degree of care to protect the Confidential Information as it uses to safeguard its own confidential information and shall implement and maintain procedural, physical and electronic safeguards to prevent the compromise or unauthorized disclosure of Confidential Information. The Administrator shall not make or allow to be made copies of or otherwise reproduce the Confidential Information provided to it or any part thereof, except as reasonably required in connection with the fulfillment of its obligations under this Agreement absent specific prior written consent of the Employer. Confidential Information shall not include information that becomes available to the public through no wrongful action of the Administrator, is already in the possession of the Administrator and not subject to an existing agreement of confidentiality between the parties, is received from a third party without restriction and without breach of this Agreement, is independently developed by the Administrator, or is disclosed pursuant to a requirement or request from a government agency.

This Agreement shall in no way be construed to grant any right, license, or authorization to any party to use Confidential Information except as permitted in this Agreement. The Administrator shall restrict access to Confidential Information to those employees and persons in the Administrator's organization with a need to know such Confidential Information in order to perform its obligations under this Agreement. Such employees and persons shall be under the same obligations to hold secret and confidential such Confidential Information. The Employer acknowledges and agrees that individuals authorized by the Administrator to provide customer support as described in this Agreement shall have access to participant and Investment Provider information and shall be deemed, for purposes of this paragraph, to have a need to know such Confidential Information. To the extent the Administrator retains a third party or affiliate to assist it in performing its duties as otherwise permitted under this Agreement, it shall similarly protect and restrict the use of Confidential Information by such third party or affiliate. Upon the termination of this Agreement, Administrator shall return to the Employer or its designee all of the Confidential Information as of a current date, received in the course of the Administrator performing the Services, in such form as is reasonably requested by the Employer. The obligations of the Administrator hereunder shall survive the termination of this Agreement.

In the event that the Administrator or its representatives is required by legal process, law or regulation to disclose any portion of the Confidential Information provided to it, the Administrator shall provide the Employer with prompt written notice of such requirement as far in advance of the proposed disclosure as possible so that the Employer (at its own expense) may either seek a protective order or other appropriate

remedy which is necessary to protect its interests or waive compliance with the non-disclosure provisions of this Agreement to the extent necessary (provided that one or the other be done). The Administrator and its representatives shall cooperate in all reasonable respects with the Employer in seeking to prevent or limit disclosure and, in the event a protective order or other remedy is not obtained, the Administrator will limit the disclosure to the information actually required to be disclosed, provided, that the Administrator shall not be required to incur any out-of-pocket costs in complying with this paragraph. The Employer acknowledges that the Administrator may, from time to time, disclose Confidential Information to the Employer, the Employer's representatives, the Employer's assignee(s), and/or the Investment Providers for the purpose of meeting its obligations under this Agreement and such disclosure shall not be considered a breach of this provision or the Agreement. All data is, will be, and will remain the property of the Employer and will be deemed Confidential Information of the Employer.

5.07 Circumstances Excusing Performance: Neither the Employer nor the Administrator shall be liable to the other for any delays or damages or any failure to act due to, occasioned, or caused by reason of restrictions imposed by any government or government agency, acts of God, strikes, labor disputes, action of the elements, or causes beyond the control of the parties affected thereby. In addition, the Administrator shall not be liable to the Employer for any delays or damages or any failure to act due to, occasioned, or caused by the failure of any Investment Provider to cooperate with the Administrator in the providing of Services under the Agreement.

5.08 Use of Plan Information: The Employer expressly authorizes the Administrator to use Plan information provided by the Employer, its assignees, and/or Investment Providers, and any employee or agents of any of the foregoing as required to meet its obligations under this Agreement. Any other use is expressly prohibited absent advanced written consent from the Employer. Without limiting the representations provided above, the Administrator will not allow the use, dissemination, transmission, access, manipulation, duplication or disclosure of the Plan information by the Administrator, subsidiaries or parent company for any purpose other than to provide the Services hereunder.

5.09 Independent Consultant: Administrator shall act as an independent consultant and/or administrator and not as an agent or employee of the Employer and Administrator shall make no representation as an agent or employee of the Employer. Administrator shall furnish evidence of business liability and errors and omissions insurance in such limits of liability and written by an insurance company licensed in the state of Florida and acceptable to the Employer. Administrator shall be responsible for all taxes as an independent consultant and/or administrator. Administrator shall have no authority to bind the Employer or incur other obligations on behalf of the Employer.

5.10 Conflicts: Administrator warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement and that it is free to enter into this Agreement.

5.11 Dispute Resolution: The following provisions apply to disputes, claims or lawsuits which may arise under this Agreement.

a. Attempt to Resolve. Before a party initiates a lawsuit to address a dispute between the parties, they shall first engage in an attempt to resolve the dispute. The parties must engage in the process set forth in this paragraph as a condition precedent to filing a legal action. Upon the written notice pursuant by a party to the other party or parties of a dispute, each party shall appoint a designated representative, whose task will be to meet and attempt to resolve the dispute. The parties agree to enter into good faith negotiations including a meaningful exchange of information and documentation and to engage in settlement discussions in an attempt to resolve the dispute without the necessity of litigation. They shall do so for a period not less than 60 calendar days.

b. Venue: If a dispute cannot be resolved under the provisions of Section 5.11(a), the parties agree that any lawsuit arising out of or in connection with this Agreement shall be brought in the United States District Court for the District in which the Employer maintains its principal place of business. In the event the United States District Court fails, declines or lacks jurisdiction to hear the case, the lawsuit shall be filed in the highest trial court of general jurisdiction in the county where the Employer maintains its principal offices or its place of business.

c. Continuity of Services: In the event of a dispute between the Employer and the Administrator, the Administrator will continue to perform its obligations under this Agreement in good faith during the resolution of such dispute unless and until this Agreement is terminated in accordance with the provisions of this Agreement or as otherwise provided herein.

5.12 Indemnification and Hold Harmless: Administrator agrees that it will indemnify and hold harmless the Employer, individual members of the Employer, its representatives and employees, from any claim, demand or suit which may arise from, be connected with, or be made due to the negligence or failure to satisfy the requirements of this Agreement. This indemnification shall include all related costs, including but not limited to, attorneys' fees, consultant fees, fees for other professional service providers, as well as court costs, fines, penalties or other similar charges against the Employer, provided that the Employer notifies Administrator, in writing, no later than 30 calendar days after receipt of such claim or demand. Notwithstanding the preceding, this indemnification shall not cover any claim or demand based on erroneous information provided by the Employer, its employees or other representatives.

5.13 Modifications: This Agreement may be modified, amended or terminated by either party upon 60 days written notice to the other party, provided that no such modification, amendment or termination shall affect the liability of either party incurred prior to such event.

5.14 Execution: This Agreement may be executed in any number of counterparts, each of which, including any reliable copies or facsimiles thereof, will be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.15 Survival: If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this Agreement, and the remainder of this Agreement shall continue in full force and effect as though such provisions had not been contained in this Agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

We, the undersigned as duly authorized representatives, agree to all the terms and conditions stated above, and by our signatures, place this Agreement into full force and effect as of the date first above-written.

WADSWORTH CITY SCHOOL DISTRICT

By: DDB

Name: Douglas D Beeman

Title Treasurer

Federal Tax Identification Number:

34-6002962

TSA CONSULTING GROUP, INC.

By: Janet Williamson

Name: Janet Williamson

Title: Senior VP, Chief Financial Officer

Federal Tax Identification Number:

59-3451677

PLAN ADMINISTRATION AGREEMENT and FEE SCHEDULE

This Administrative Agreement (hereinafter "Agreement") is executed this 1st day of April 2020 by TSA Consulting Group, Inc. ("Administrator") and Wadsworth City School District (Employer").

WHEREAS, Employer has established a ☒ 403(b) Plan and/or a ☐ 457(b) Plan and is authorized to appoint service providers; and
WHEREAS, Employer desires to appoint Administrator as the administrator of the Plan(s) established and indicated herein; and
WHEREAS, Administrator is authorized to accept the appointment as Administrator and desires to provide such services subject to the terms and conditions set forth herein;

Employer hereby agrees that Administrator, in remuneration for administrative and recordkeeping services for the Plan(s) shall be entitled to collect the following fees from each authorized investment product provider under the plan:

INVESTMENT PRODUCT PROVIDER FEES:

Recordkeeping – (Per Participant Account) $24.00 per year billed monthly

The "Billing Effective Date" will be the billing cycle that is at least 30 days following the execution date of the Plan Administration Fee Schedule.

Required Provider Fees: Employer further agrees and stipulates that each authorized investment product provider is required to pay the fees described herein directly to Administrator unless otherwise modified by the Employer upon notice to the investment product provider. Each authorized provider must agree to the fee schedule set forth herein as a condition of participation under the Plan(s).
Method of Payment: Investment Product Providers shall remit the fees described herein in a timely manner and according to a reasonable method of remittance as determined by Administrator.
Basis for Invoicing – Provider Fees: Administrator shall bill each Investment Product Provider monthly according to the number of participants that maintain one or more accounts under the Plan. The actual number of participant accounts will be determined according to the participant data files generated by the Provider as required under the Investment Provider Service Agreement between the Employer and the Provider.
Provider Discretion – Investment Product Pricing: The Employer intends to maintain a high quality array of investment products and providers under the Plan for the benefit of participants. Employer recognizes and agrees that Providers have sole discretion regarding the pricing of their investment products and the generation of revenue models sufficient to offset expenses related to participation in the Employer Plan.
Employer Reports: Administrator shall be responsible for submitting reports to the Employer regarding fees assessed to and collected from Investment Product Providers. Administrator shall not attempt to collect any fees from Investment Product Providers other than those expressed in this fee schedule.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

PLAN SPONSOR:
WADSWORTH CITY SCHOOL DISTRICT

By: Douglas D Beeman

Name: Douglas D Beeman

Title: Treasurer

Execution Date: 3/31/2020

ADMINISTRATOR:
TSA CONSULTING GROUP, INC.

By: Janet Williamson

Name: Janet Williamson

Title: Senior VP, Chief Financial Officer

Volume Submitter 403(b) Plan Document Plan Document No. 04

IRS Letter Serial No. J500460a

Wadsworth City School District, OH

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Section 403(b) Plan Document for
Public Schools, Community Colleges, and Public Universities and Colleges

Article I – Purpose

1.01 **Purpose**: Section 403(b) of the Code of 1986 permits contributions to be made to annuity contracts and custodial accounts under a 403(b) Plan to provide retirement benefits for employees of certain non-profit educational, charitable, humane and religious organizations. The Employer whose name and signature appear on the Adoption Agreement hereby adopts a 403(b) Plan in the form of this Volume Submitter 403(b) Plan Document for Public Schools, as modified by the information provided and selections made in the Adoption Agreement, for the exclusive benefit of Employees and their beneficiaries.

Article II- Definitions

The following words and terms, when used in the Plan and the Adoption Agreement, shall have the meaning set forth below.

2.01 **Account**: The account or accumulation maintained for the benefit of any Participant or Beneficiary under one or more Annuity Contracts or Custodial Accounts. For purposes of this Plan a separate account (including a separate bookkeeping account) shall include separate accounting.

2.02 **Account Balance**: The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If permitted in the applicable Annuity Contract or Custodial Account Agreement, in the case where a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Article VIII for rollover contributions and plan-to-plan transfers or exchanges made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an Alternate Payee (as defined in section 414(p)(8) of the Code).

2.03 **Accumulated Benefit**: the sum of a Participant's or Beneficiary's Account Balances under all Funding Vehicles under the Plan.

2.04 **Administrative Appendix (Appendix)**: Persons to whom administrative functions have been allocated and the specific functions allocated to such persons shall be identified in an Administrative Appendix to the Plan. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Administrative Appendix. The Appendix will also include a list of all the Vendors of Funding Vehicles approved for use under the Plan, including sufficient information to identify the approved Funding Vehicles. This Appendix may be modified from time to time. A modification of the Appendix is not an amendment of the Plan.

2.05 **Administrator**: The person, committee, or other organization named in the Adoption Agreement, appointed by the Employer to administer the Plan. If no such Entity is named, the Administrator shall be the Employer. Functions of the Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of the Individual Agreements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee's duties with respect to administration of the Plan are a regular part of the Employee's duties and the Employee's duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary). Such duties shall be outlined and provided to the Employer under the Administrative Appendix.

2.06 **Adoption Agreement**: The instrument completed and executed by the Employer, in which the Employer adopts this Volume Submitter 403(b) Plan and selects its options under the Plan. Such Agreement may be amended by the Employer from time to time.

2.07 **After-Tax (Nondeductible) Employee Contribution:** Any contribution made to the Plan by a Participant as an After–Tax Employee Contribution that is included in the Participant's gross income in the year in which made and that is maintained under a separate account or separate accounting to which earnings and losses are allocated. If elected by the Employer in the Adoption Agreement, After-Tax Employee Contributions may be designated as Mandatory Employee Contributions.

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2.08 **Alternate Payee:** A spouse, former spouse, child or other dependent of a Participant who is assigned under a qualified domestic relations order (as defined in §414(p) of the Code) a right to receive all or a portion of the benefits payable with respect to a Participant.

2.09 **Annuity Contract**: A nontransferable group or individual contract as defined in sections 403(b)(1) and 401(g) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities under any applicable State law and that includes payment in the form of an annuity.

2.10 **Beneficiary**: The designated person or persons entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements. If no designation has been made, or if no beneficiary is living at the time of a Participant's death, his Beneficiary shall be:

(a) His surviving spouse; but if he has no surviving spouse, then

(b) His surviving children, in equal shares; but if he has no surviving children, then

(c) His estate.

If the Individual Agreement permits, a Beneficiary may designate a subsequent Beneficiary(ies) to receive the remaining balance in the account upon such original Beneficiary's death.

2.11 **Break in Service**

(a) Hour of Service Method - If the Employer has specified in the Adoption Agreement that the Hour of Service method shall be used, then a Break in Service shall mean a Plan Year during which an Employee does not complete more than 500 (or less, if so elected in the Adoption Agreement) Hours of Service with the Employer. However, in determining the Break in Service referenced in this paragraph, the computation period shall be the same as that which is used to determine a Year of Service for eligibility purposes.

Solely for the purpose of determining whether a Break in Service for eligibility and vesting purposes has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. The Hours of Service credited under this paragraph shall be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or, in all other cases, in the following computation period.

(b) Elapsed Time Method - If the Employer has specified in the Adoption Agreement that the elapsed time method shall be used, then a Break in Service shall mean a Period of Severance of at least twelve-consecutive months.

A Period of Severance is a continuous period of time during which the Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits, or is discharged, or if earlier, the 12 month anniversary of the date on which the Employee was otherwise first absent from service.

In the case of an individual who is absent from work for maternity or paternity reasons, the twelve-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Break in Service.

(c) For purposes of Section 2.11(a) and (b) above, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of the birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for the purpose of caring for such child for a period beginning immediately following such birth or placement. The total number of hours of service under this Section by reason of any such pregnancy or placement shall not exceed 501 hours.

2.12 **Code**: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

2.13 **Collective Bargaining Agreement:** An agreement which the Secretary of Labor finds to be a Collective Bargaining Agreement between employee representatives and one or more employers, if there is evidence that retirement benefits were the subject of good faith bargaining and if less than two percent of the Employees of the Employer who are covered pursuant to that agreement are professionals as defined in section 1.410(b)(-9(g) of the proposed regulations. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer.

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2.14 **Compensation**:

(a) All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Article III made to reduce compensation in order to have Elective Deferrals under the Plan). Such Compensation shall be determined under the most recent year of service pursuant to Section 403(b)(4) of the Code and which precedes the taxable year by no more than five years.

(b) Notwithstanding section 2.14(a) above, if elected in the Adoption Agreement, the Employer may exclude certain forms of compensation for purposes of determining the maximum permitted Elective Deferrals, Employer Contributions, or any other contributions being made to this Plan.

2.15 **Custodial Account**: The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

2.16 **Disabled**: The definition of disability provided in the applicable Individual Agreement. If not defined in the Individual Agreement, "Disabled" shall mean, pursuant to section 72(m)(7) of the Code, the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration. The permanence and degree of such impairment shall be supported by medical evidence.

2.17 **Elective Deferral**: The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. If elected by the Employer in the Adoption Agreement, Elective Deferrals may include pre-tax salary reduction contributions and Designated Roth Elective Deferrals.

2.18 **Employee**: Each individual, whether appointed or elected, who is a common law Employee of the Employer performing services for a Public School of the State, as an Employee of the Employer. This definition is not applicable unless the Employee's Compensation for performing services for a Public School is paid by the Employer. Further, a person occupying an elective or appointive public office is not an Employee performing services for a Public School unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

2.19 **Employer**: The entity whose name appears on the Adoption Agreement executed by it, any successor which elects to continue the Plan, and any predecessor which has maintained this Plan. Such Employer must be an organization which is a State or political subdivision of a State or an agency or instrumentality of either, that has employees who perform services for an educational institution (as defined in section 170(b)(1)(A)(ii) of the Code. For purposes of eligibility to participate in and make contributions to the Plan, "Employer" also includes any Related Employer that is an eligible employer within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations and that is designated in the Adoption Agreement.

2.20 **Employer Contribution**: Amounts contributed by the Employer, other than Elective Deferrals, for the Participant pursuant to Article XII of the Plan.

2.21 **Employer Contribution Account**: The account established and maintained for each Participant consisting of the Participant's Employer Contribution Account and certain transfers, where no accounting has been maintained with respect to principal and interest on Elective Deferrals or other unknown amounts that are part of the Employee's 403(b) account.

2.22 **Entry Date**: The date designated by the Employer in the Adoption Agreement.

2.23 **Excess Deferral**: For any taxable year, that portion of an Employee's Elective Deferrals that exceeds the limits of Section 402(g) of the Code.

2.24 **Funding Vehicles**: The Annuity Contracts or Custodial Accounts that satisfy the requirements of section 1.403(b)-3 of the Treasury Regulations and that are issued or established for funding amounts held under the Plan. A list of Vendors of Funding Vehicles approved for use under the Plan, including sufficient information to identify the approved Funding Vehicles, shall be maintained in an appendix to the Plan. The terms governing each Individual Agreements for the Funding Vehicles under the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code, are hereby incorporated by reference in the Plan.

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2.25 **Hardship (Financial Hardship)**: Hardship is defined as an immediate and heavy financial need of the Employee where such Employee lacks other available resources. Unless the Employer maintains a separate Hardship Policy, the following are the only financial needs considered immediate and heavy:

(a) expenses (within the meaning of section 213(d) of the Code) incurred or necessary for medical care of the Participant, the Participant's spouse, or dependents or the Participant's primary beneficiary (as defined in Q&A-5 of IRS Notice 2007-7);

(b) the purchase (excluding mortgage payments) of a principal residence for the Participant;

(c) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, the Participant's spouse, children or dependents or the Participant's primary beneficiary;

(d) payments necessary to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence;

(e) payments for burial or funeral expenses for the Participant's deceased parent, spouse, child or dependent (as defined in Section 152, and, beginning on or after August 17, 2006, without regard to Section 152(d)(1)(B)) the Participant's primary beneficiary;

(f) expenses to repair damage to the Participant's principal residence that would qualify for the casualty loss deduction under Code section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or

(g) Other definitions of immediate and heavy financial needs promulgated by the Commissioner of Internal Revenue through the publication of revenue rulings, notices, and other documents of general applicability.

The Plan must demonstrate that it satisfies section 1.401(k)-(1)(d)(3)(iv)(E) of the Treasury Regulations.

2.26 **Hour of Service**:

(a) Each hour for which an Employee is directly or indirectly compensated, or entitled to compensation, by the Employer for the performance of duties during the applicable computation period; each hour for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, jury duty, disability, lay-off, military duty, or Authorized Leave of Absence) during the applicable computation period; and, each hour for which back pay is awarded or agreed to by the Employer without regard to mitigation of damages.

(b) Notwithstanding the above, (1) no more than 501 Hours of Service are required to be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period), (2) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws; and (3) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or for medically-related expenses incurred by the Employee.

(c) For purposes of this Section, a payment shall be deemed to be made by, or due from, the Employer regardless of whether such payment is made by, or due from, the Employer directly or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums, and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

(d) An Hour of Service must be counted for the purpose of determining a year of participation for purposes of accrued benefits and the employment (or re-employment) commencement date. The provisions of Department of Labor Regulations 2530.200b 2 are incorporated herein by reference.

2.27 **Individual Agreement(s)**: The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

2.28 **Nonresident Alien:** A nonresident alien who receives no earned income from the Employer which constitutes income from sources within the United States (within the meaning of section 861(a)(3) of the Code).

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2.29 **Participant**: An individual for whom Elective Deferrals or Employer Contributions are currently being made, or for whom Elective Deferrals or Employer Contributions have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan. All Employees of the Employer will be eligible to participate in the Plan except for those Employees excluded in the Adoption Agreement.

2.30 **Plan**: The name of the Plan, as indicated on the Employer's Adoption Agreement.

2.31 **Plan Year**: The calendar year, unless a different12 month period or a short Plan Year is specified by the Employer in the Adoption Agreement.

2.32 **Public School**: An educational organization described in section 170(b)(1)(A)(ii) of the Code (relating to educational organizations that normally maintain a regular faculty and curriculum and normally has a regularly enrolled body of pupils or students in attendance at the place where educational activities are regularly carried out). Such definition shall also include State Departments of Education pursuant to Revenue Ruling 73-607.

2.33 **Qualified Employee**: For purposes of the special section 403(b) Catch-up limitation (defined under section 4.02, an Employee who has completed at least 15 Years of Service taking into account only employment with the Employer.

2.34 **Qualified Organization**: An organization that is an educational organization described in section 170(b)(1)(A)(ii), a hospital, a health and welfare service agency (including a home health service agency), a church related organization, or any organization described in section 414(e)(3)(B)(ii).

2.35 **Related Employer**: The Employer and any other entity which is under common control with the Employer under section 414(b), (c), (m) or (o) of the Code as defined in section 1.403(b)-2(b)(8) of the Treasury Regulations and that is designated in the Adoption Agreement. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

2.36 **Roth Elective Deferrals:** A Roth Elective Deferral is an Elective Deferral that is: (1) designated irrevocably by the Participant at the time of the cash or deferred election as a Roth Elective Deferral that is being made in lieu of all or a portion of the pre-tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and (2) treated by the employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

2.37 **Salary Reduction Agreement**: A legally binding agreement between the Employer and Employee whereby the Employee authorizes a reduction in the Employee's future salary or foregoes an increase in salary with respect to amounts earned after the Plan's effective date, and whereby the Employer agrees to contribute the amount of salary reduced or foregone by the Employee to the Plan. The Salary Reduction Agreement may be terminated at any time by either the Employer or the Employee with respect to amounts not yet earned by the Employee.

2.38 **Severance from Employment**: For purpose of the Plan, Severance from Employment means that the Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a section 403(b) Plan. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a Public School, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a Public School or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

2.39 **Sponsor of the 403(b) Volume Submitter Plan (Sponsor)**: The entity identified in the Adoption Agreement and who has received an Advisory Letter from the IRS with respect to the Plan.

2.40 **State:** A State, a political subdivision of a State, or any agency or instrumentality of a State. "State" includes the District of Columbia (pursuant to section 7701(a)(10) of the Code). An Indian tribal government is treated as a State pursuant to section 7871(a)(6)(B) of the Code for purposes of section 403(b)(1)(A)(ii) of the Code.

2.41 **Valuation Date**: The date or dates specified by the Employer and communicated to the Administrator.

2.42 **Vendor**: The provider of an Annuity Contract or Custodial Account. The Vendors selected by the Employer to receive ongoing payroll contributions shall be specified in the Administrative Appendix. Such Plan Vendor Attachment shall specify the Vendors who have entered into Information Sharing Agreements. Such Attachment shall be construed to be a part of the 403(b) Plan, and may be amended at any time by the Employer by re-executing such Plan Vendor Attachment.

2.43 **Year of Service**:

(a) For purposes of determining Includible Compensation or Special Catch-Up Contributions, "Year of Service" means each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer. The Employee must be credited with a full Year of Service for each year during which the Employee is a full-time Employee and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer. An Employee's number of Years of Service equals the aggregate of the annual work periods during which the Employee is employed by the Employer. The work period is the Employer's annual work period.

(b) For purposes of determining Eligibility and Vesting for Employer Contributions, Year of Service shall be determined by one of the following methods:

(1) Hours of Service Method: If the Employer has specified in the Adoption Agreement that service will be credited on the basis of hours, days, weeks, semi-monthly payroll periods, or months, a Year of Service is a 12-consecutive month computation period during which the Employee completes at least the number of Hours of Service (not to exceed 1,000) specified in the Adoption Agreement.

(2) Elapsed Time Method:

(A) If the Employer has specified in the Adoption Agreement (or if the Adoption Agreement default is) that service will be credited under the Elapsed Time Method, for purposes of determining an Employee's initial or continued eligibility to participate in the Plan or the nonforfeitable interest in a Participant's account balance derived from Employer Contributions, a Year of Service is a period of service of 365 days

(B) For purposes of determining an Employee's initial or continued eligibility to participate in the Plan or the nonforfeitable interest in the Participant's account balance derived from Employer Contributions, (except for periods of service which may be disregarded on account of the "rule of parity") an Employee will receive credit for the aggregate of all time period(s) commencing with the Employee's first day of employment or reemployment and ending on the date a Break in Service begins. The first day of employment or reemployment is the first day the Employee performs an Hour of Service. An Employee will also receive credit for any period of severance of less than 12 consecutive months. Fractional periods of a year will be expressed in terms of days.

(3) Except where specifically excluded under in the Adoption Agreement, all of an Employee's Years of Service shall be taken into account for eligibility and vesting purposes, including Years of Service for an employee to be aggregated with the Employer pursuant to section 414(b), (c), or (m) of the Code.

2.44 **Definitions Related to Eligible Automatic Contribution Arrangements (EACAs)**:

(a) EACA: An "EACA" is an automatic contribution arrangement that satisfies the uniformity requirement in Section 3 of this Article and the notice requirement in Section 4 of this Article.

(b) Automatic Contribution Arrangement: An "automatic contribution arrangement" is an arrangement under which, in the absence of an affirmative election by a Covered Employee, a certain percentage of the Covered Employee's Compensation will be contributed to the Plan as an Elective Deferral in lieu of being included in the Covered Employee's pay.

(c) Covered Employee: A "Covered Employee" is a Participant identified in the Adoption Agreement as being covered under the EACA.

(d) Default Elective Deferrals: "Default Elective Deferrals" are the Elective Deferrals contributed to the Plan under the EACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals.

(e) Default Percentage: The "Default Percentage" is the percentage of a Covered Employee's Compensation contributed to the Plan as a Default Elective Deferral for the Plan Year. The Default Percentage is specified in the Adoption Agreement.

2.45 **Definitions Related to Limitation on Annual Additions:**

(a) Annual Additions: The following amounts credited to a Participant under the Plan or any other plan aggregated with the Plan under sections 5.01(b) and 5.01(c):

(1) Employer contributions, including Elective Deferrals (other than age 50 Catch up contributions described in section 414(v) of the Code and contributions that have been distributed to the Participant as Excess Elective Deferrals);

(2) After-tax Employee contributions;

(3) Forfeitures allocated to the Participant's Account;

(4) Amounts allocated to an individual medical account, as defined in section 415(l)(2) of the Code, which is part of a pension or annuity plan, and amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in section 419A(d)(3) of the Code, under a welfare benefit fund, as defined in section 419(e) of the Code; and

(5) Allocations under a simplified employee pension.

Amounts described in 2.45(a)(1), (2), (3) and (5) are annual additions for purposes of both the dollar limitation under section 2.45(d)(1) and the percentage of compensation limitation under section 2.45(d)(2). Amounts described in (d) are annual additions solely for purposes of the dollar limitation under section 2.45(d)(1).

(b) Includible Compensation:

(1) An Employee's actual wages that are included in the Participant's gross income for Federal income tax purposes (computed without regard to section 911 of the Code, relating to United States citizens or residents living abroad), including differential wage payments under section 3401(h) of the Code for the most recent period that is a Year of Service. Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code. Includible Compensation does not include any compensation received during a period when the Employer was not an eligible employer within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations. The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations with respect to eligible Participants in governmental plans, the amount of Includible Compensation of each Participant taken into account in determining contributions shall not exceed $265,000, as adjusted for cost-of- living increases in accordance with section 401(a)(17)(B) of the Code for periods after 2016.

(2) For purposes of applying the limitations on Annual Additions to nonelective Employer contributions pursuant to section 415 of the Code, Includible Compensation for a Participant who is permanently and totally disabled (as defined in section 72(m)(7) of the Code) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

(c) Limitation Year: The Limitation Year means the Plan Year selected in the Adoption Agreement. However, if the Participant is in control of an Employer pursuant to section 5.01(c) above, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant.

(d) Maximum Annual Addition: The Annual Addition that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the lesser of:

(1) $53,000, as adjusted for increases in the cost-of –living under section 415 (d) of the Code for 2015 or 2016 periods , or

(2) 100 percent of the Participant's Includible Compensation for the Limitation Year.

(e) Contributions for Medical Benefits After Separation of Service: The Includible Compensation limit referred to in referred to in (d)(2) above shall not apply to any contribution for medical benefits after separation from service (within the meaning of section 401(h) or section 419A(f)(2) of the Internal Revenue Code) which is otherwise treated as an Annual Addition.

(f) Section 403(b) Prototype Plan: A Section 403(b) Prototype Plan means a section 403(b) plan the form of which is the subject of a favorable opinion letter from the Internal Revenue Service.

(g) Employer: Solely for purposes of this Article, "Employer" means the employer that has adopted the Plan and any employer required to be aggregated with that employer under section 414(b) and (c) (taking into account section 415(h)), (m), (o), of the Internal Revenue Code and section 1.414(c)-5 of the Treasury Regulations.

(h) Excess Annual Addition. "Excess Annual Addition" means the excess of the Annual Additions credited to the Participant for the Limitation Year under the Plan and plans aggregated with the Plan under sections 5.01(b) (c) over the Maximum Annual Addition for the Limitation Year under section 5.01(d)

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2.46 **Definitions Related to Employer Contributions**:

(a) Vested Percentage: The nonforfeitable percentage of each Participant's Employer Contribution Account determined in accordance with the vesting formula specified in the Adoption Agreement.

(b) For Vesting Purposes - For purposes of computing the Employee's nonforfeitable right to the account balance derived from Employer Contributions, Years of Service and Breaks in Service will be measured by the Plan Year.

(c) If 100% vesting after 2 years of service is selected in the Adoption Agreement and if an Employee has a 1-year Break in Service before satisfying the Plan's requirement for eligibility, service before such break will not be taken into account.

Article III - Participation and Contributions

3.01 **Eligibility:** Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer, or if later, the Entry Date specified in the Adoption Agreement. If elected by the Employer in the Adoption Agreement the following Employees may also be excluded: (a) nonresident aliens who receive no earned income from the Employer which constitutes income from sources within the U.S.; (b) Employees who are participants in an eligible deferred compensation plan within the meaning of section 457 of the Code or a qualified cash or deferred arrangement of the Employer or another custodial account or annuity described in section 403(b) of the Code; (c) students performing services in the employee of a school, college, or university as descried in section 3121(b)(10); and (d) an Employee who normally works fewer than 20 hours per week.

For exclusions outlined above under Section 3.01(c) and (d), if any Employee in one of these two categories is permitted to participate, then all employees in that category must be permitted to participate in the Plan.

An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Code) and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service.

If the Employer has elected the "20 hour rule" in the Adoption Agreement as an exclusion for Employees to be eligible to defer, once the Employee is eligible they will remain eligible for future years.

3.02 **Compensation Reduction Election:**

(a) General Rule: An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Administrator or its designated agent. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than $200, and may change such minimum to a different amount (but not in excess of $200 or such lower amount so specified in the Adoption Agreement), from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the Employee's election, or if later, the Entry Date specified in the Adoption Agreement.

(b) Compensation for Compensation Reduction Election: For purposes of the Compensation Reduction Election, unless elected otherwise in the Adoption Agreement, "Compensation" means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year and amounts that would be cash compensation includible in gross income but for a reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including a Compensation Reduction Election under the Plan).

(c) Leave of Absence: Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

(d) Timing of Elective Deferrals: Elective Deferrals must be transferred to the Plan within a period that is not longer than what is reasonable for the proper administration of the Plan. Since this Plan is not subject to ERISA, notwithstanding any policy adopted to the contrary, the applicable State laws requirements shall be used.

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3.03 **Eligible Automatic Contribution Arrangement (EACA)**

(a) Rules of Application

(1) Employer Election of EACA Option: If an EACA is permitted under the terms of an Individual Agreement and the Employer has elected the EACA option in the Adoption Agreement, the provisions of this Section 3.03 shall apply for the Plan Year and, to the extent that any other provision of the Plan is inconsistent with the provisions of this section, the provisions of this section shall govern.

(2) Default Elective Deferrals: Default Elective Deferrals will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Elective Deferrals. The amount of Default Elective Deferrals made for a Covered Employee each pay period is equal to the Default Percentage specified in the Adoption Agreement multiplied by the Covered Employee's Compensation for that pay period. If the Employer has so elected in the Adoption Agreement, a Covered Employee's Default Percentage will increase by one percentage point each Plan Year, beginning with the second Plan Year that begins after the Default Percentage first applies to the Covered Employee. The increase will be effective beginning with the first pay period that begins in such Plan Year or, if elected by the Employer in the Adoption Agreement, the first pay period in such Plan Year that begins on or after the date specified in the Adoption Agreement.

(3) Right to Make Affirmative Election: A Covered Employee will have a reasonable opportunity after receipt of the notice described in Section 3.03(d) of this Article to make an affirmative election regarding Elective Deferrals (either to have no Elective Deferrals made or to have a different amount of Elective Deferrals made) before Default Elective Deferrals are made on the Covered Employee's behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election to have no Elective Deferrals made or to have a different amount of Elective Deferrals made.

(b) Definitions: Refer to Article II, Section 2.43 for definitions related to Eligible Automatic Contribution Arrangements (EACAs).

(c) Uniformity Requirement

(1) Non-increasing Default Percentage. Except as provided in Section 3.03(c)(2) below or if the Employer has elected an increasing Default Percentage in the Adoption Agreement, the same percentage of Compensation will be withheld as Default Elective Deferrals from all Covered Employees subject to the Default Percentage.

(2) Required Reduction or Cessation of Default Elective Deferrals. Default Elective Deferrals will be reduced or stopped to meet the limitations under §§ 402(g), and 415 of the Code and to satisfy any suspension period required after a distribution.

(d) Notice Requirement

(1) Timing of Notice. At least 30 days, but not more than 90 days, before the beginning of the Plan Year, the Employer will provide each Covered Employee a notice of the Covered Employee's rights and obligations under the EACA as described in section 3.03(d)(2), written in a manner calculated to be understood by the average Covered Employee. If an Employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than 90 days before the Employee becomes a Covered Employee but not later than the date the Employee becomes a Covered Employee.

(2) Content of Notice: The notice must accurately describe:

(A) The amount of Default Elective Deferrals that will be made on the Covered Employee's behalf in the absence of an affirmative election;
(B) The Covered Employee's right to elect to have no Elective Deferrals made on his or her behalf or to have a different amount of Elective Deferrals made;
(C) How Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and
(D) The Covered Employee's right under section 3.03(e)(1) to make a withdrawal of Default Elective Deferrals and the procedures for making such a withdrawal.

(e) Withdrawal of Default Elective Deferrals

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(1) 90-Day Withdrawal Period. No later than 90 days after a Covered Employee's pay is first reduced by Default Elective Deferrals, the Covered Employee may request a distribution of his or her Default Elective Deferrals. No spousal consent is required for a withdrawal under this Section 3.03(e).

(2) Amount of Withdrawal. The amount to be distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals made through the earlier of (a) the pay date for the second payroll period that begins after the Covered Employee's withdrawal request and (b) the first pay date that occurs after 30 days after the Covered Employee's request, plus attributable earnings through the date of distribution. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.

(3) Effect of Withdrawal on Elective Deferrals. Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Elective Deferrals made on the Covered Employee's behalf as of the date specified in Section 3.03(e)(2) above.

(4) Treatment of Withdrawn Amounts. Default Elective Deferrals distributed pursuant to this Section 3.03 are not counted towards the dollar limitation on Elective Deferrals contained in Code § 402(g). Matching Contributions that might otherwise be allocated to a Covered Employee's Account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Elective Deferrals pursuant to this Section 3.03 and any Matching Contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section 3.03 will be forfeited.

(f) Special Rule for Distribution of Excess Aggregate Contributions: If the Employer has elected in the Adoption Agreement that all Participants are Covered Employees, then the Plan has until 6 months (rather than 2½ months) after the end of the Plan Year to distribute Excess Aggregate Contributions and avoid the Code section 4979 10% excise tax.

3.04 **Roth 403(b) Elective Deferrals**

(a) General Application

(1) If the Employer has elected in the Adoption Agreement, this Section 3.04 will apply to contributions beginning with the effective date specified in the Adoption Agreement but in no event before the first day of the first taxable year beginning on or after January 1, 2006.
(2) As of the effective date under section 3.04(a)(1), the Plan will accept Roth Elective Deferrals made on behalf of Participants. A Participant's Roth Elective Deferrals will be allocated to a separate account maintained for such deferrals as described in section 3.04(b).
(3) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Elective Deferrals for all purposes under the Plan.

(b) Separate Accounting

(1) Contributions and withdrawals of Roth Elective Deferrals will be credited and debited to the Roth Elective Deferral account maintained for each Participant.
(2) The Plan will maintain a record of the amount of Roth Elective Deferrals in each Participant's account.
(3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Elective Deferral account and the Participant's other accounts under the Plan.
(4) No contributions other than Roth Elective Deferrals and properly attributable earnings will be credited to each Participant's Roth Elective Deferral account.

(c) Direct Rollovers

(1) Notwithstanding any provision in this Plan, a direct rollover of a distribution from a Roth Elective Deferral account under the Plan will only be made to another Roth Elective Deferral account under an applicable retirement plan described in section 402A(e)(1) or to a Roth IRA described in section 408A, and only to the extent the rollover is permitted under the rules of section 402(c).
(2) Notwithstanding any provision in this Plan, unless otherwise provided by the Employer in the Adoption Agreement, the Plan will accept a rollover contribution to a Roth Elective Deferral account only if it is a direct rollover from another Roth Elective Deferral account under an applicable retirement plan described in section 402A(e)(1) and only to the extent the rollover is permitted under the rules of section 402(c).
(3) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amounts of the distributions that are eligible rollover distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth Elective Deferral account is not taken into account in determining whether

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distributions from a Participant's other accounts are reasonably expected to total less than $200 during a year. However, eligible rollover distributions from a Participant's Roth Elective Deferral account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds $1,000 for purposes of mandatory distributions from the Plan.

3.05 **Information Provided by the Employee:** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

3.06 **Change in Elective Deferrals Election:** Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor, or if applicable, the Administrator.

3.07 **Contributions Made Promptly:** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle as soon as administratively feasible. An Employer may adopt a policy and procedure that will satisfy State Law requirements or adopt the IRS safe harbor rule of depositing the amounts within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, as long as the IRS safe harbor is not a longer period than the applicable State law.

Article IV - Limitations on Amounts Deferred and Other Special Contribution Rules

4.01 **Basic Annual Limitation for Elective Deferrals:** Except as provided in Sections 4.02 and 4.03, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is $18,000 for 2015 and 2016, and is adjusted for cost-of-living after 2016 to the extent provided under section 415(d) of the Code.

4.02 **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service**: If elected by the Employer in the Adoption Agreement and if the Employer is a Qualified Organization (within the meaning of § 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under Section 4.01 for any "Qualified Employee" is increased (to the extent provided in the Individual Agreements) by the least of:

(a) $3,000;

(b) The excess of:
  (1) $15,000, over
  (2) The total special 403(b) catch-up elective deferrals made for the Qualified Employee by the Qualified Organization for prior years; or

(c) The excess of:
  (1) $5,000 multiplied by the number of years of service of the employee with the qualified organization, over
  (2) The total Elective Deferrals made for the employee by the qualified organization for prior years.

4.03 **Age 50 Catch-up Elective Deferral Contributions:** If elected by the Employer in the Adoption Agreement, an Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is $6,000 for 2015 and 2016, and is adjusted for cost-of-living after 2016 to the extent provided under the Code.

4.04 **Coordination of Catch-up Contributions:** Amounts in excess of the limitation set forth in Section 4.01 shall be allocated first to the special 403(b) catch-up under Section 4.02 and next as an age 50 catch-up contribution under Section 4.03. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

4.05 **Special Rule for a Participant Covered by Another Section 403(b) Plan:** For purposes of this Article IV, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article IV. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan

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maintained by a Related Employer shall be taken into account for purposes of Section 4.02 only if the other plan is a section 403(b) plan.

4.06 **Correction of Excess Elective Deferrals in Multiple Plans:**

(a) If any portion of an Employee's Elective Deferral exceeds the limitation on Elective Deferrals under this Article IV, such portion shall be included in the Employee's gross income and be considered an Excess Deferral. Notwithstanding any other provision of this Plan, Excess Deferrals assigned to this Plan, plus any income and minus any losses allocable thereto, shall be distributed no later than April 15 to Participants who claim Excess Deferrals for the preceding taxable year and assign them to the Plan for such preceding year.

(b) A Participant may assign to this Plan any Excess Deferrals made during a taxable year of the Participant by notifying the Administrator on or before March 1 (unless a later date, but not after April 15th is outlined in the Individual Agreement) of the amount of the Excess Deferrals to be assigned to the Plan. The Participant's notice shall be in writing, shall specify the Participant's Excess Deferrals for the preceding taxable year, and shall be accompanied by the Participant's written statement that if such amounts are not distributed, such Excess Deferrals when added to amounts deferred under other plans or arrangements described in sections 401(k), 408(k), 408(p) or 403(b) of the Code, exceed the limit imposed on the Participant by section 402(g) of the Code for the year in which the deferral occurred. For years beginning after 2005, distribution of Excess Deferrals for a year shall be made first from the Participant’s pre-tax Elective Deferral account to the extent pre-tax Elective Deferrals were made for such year, unless the Employer elects otherwise in the Adoption Agreement.

(c) Excess Deferrals shall be adjusted for any income or loss up to the date of distribution. The income or loss allocable to Excess Deferrals is the income or loss allocable to the Participant's Employee Elective Deferral account for the taxable year multiplied by a fraction, the numerator of which is such Participant's Excess Deferrals for the year and the denominator is the Participant's account balance attributable to Elective Deferrals without regard to any income or loss occurring during such taxable year; and income or loss allocable to the Participant’s Elective Deferral account from the beginning of the next Plan Year through the date of correction. If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the Employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

4.07 **Return of Excess 415 Contributions**:

(a) If, as a result of a reasonable error in estimating a Participant's annual compensation, a reasonable error in determining the amount of Elective Deferrals under Section 402(g)(3) of the Code, or any other circumstances that the Internal Revenue Service shall determine meets the requirements of Section 415 of the Code and the regulations thereunder, an excess annual addition occurs in any Participant's account, a distribution is permitted of such excess. Such corrections of 415 excesses shall also include any subsequent guidance provided by the Treasury and any correction procedure included under the Employee Plans Compliance Resolution System (EPCRS).

(b) Excess annual addition amounts which are distributed shall not be deemed annual additions for the limitation year during which such contributions were made, and are disregarded for purposes of Section 402(g) of the Code.

(c) Distributions made under this section 4.07 include distributions of Elective Deferrals or employee After-Tax contributions. Such distributions will also include the income attributable to the excess annual addition.

4.08 **Protection of Persons Who Serve in a Uniformed Service:** An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

4.09 **Amounts Paid after Severance Treated as Compensation:**

(a) Effective Date**:** The provisions of this Section 4.10 shall apply to limitation years beginning on or after July 1, 2007.

(b) Compensation paid after severance from employment**:** If elected by the Employer in the Adoption Agreement, Compensation shall be adjusted, as set forth herein and as otherwise elected in this Section 4.10, for the following types of compensation paid after a Participant's severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to sections 414(b), (c), (m) or (o)). However, amounts described in subsections (1i) and (2) below may only be included in Compensation to the extent such amounts are paid by the later of 2 1/2 months after severance from employment or by the end of the limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Compensation within the meaning of section 415(c)(3), even if payment is made within the time period specified above.

(1) Regular pay**:** Compensation shall include regular pay after severance of employment if (1) the payment is regular compensation for services during the participant's regular working hours, or compensation for services outside the participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (2) the payment would have been paid to the participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) Leave cashouts and deferred compensation**:** Leave cashouts shall be included in Compensation, unless otherwise elected in the Adoption Agreement, if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. In addition, deferred compensation shall be included in Compensation, unless otherwise elected in the Adoption Agreement, if the compensation would have been included in the definition of Compensation if it had been paid prior to the Participant's severance from employment, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

4.10 **Salary continuation payments for military service participants:** Compensation does not include, unless otherwise elected in the Adoption Agreement, payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

4.11 **Administrative delay ("the first few weeks") rule:** Compensation for a limitation year shall not include, unless otherwise elected in the Adoption Agreement, amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates. However, if elected, Compensation for a limitation year shall include amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next limitation year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants, and no compensation is included in more than one limitation year.

Article V – Limitation on Annual Additions

5.01 Limitations on Aggregate Annual Additions

(a) General Limitation on Annual Additions: A Participant's Annual Additions under the Plan for a Limitation Year may not exceed the Maximum Annual Addition as set forth in section 5.02(d) below.

(b) Aggregation of Section 403(b) Plans of the Employer. If Annual Additions are credited to a Participant under any section 403(b) plans of the Employer in addition to this Plan for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan and such other section 403(b) plans may not exceed the Maximum Annual Addition as set forth in section 5.02(d) below.

(c) Aggregation Where Participant is in Control of Any Employer. If a Participant is in control of any employer for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, any other section 403(b) plans of the Employer, any defined contribution plans maintained by controlled employers, and

any section 403(b) plans of any other employers may not exceed the Maximum Annual Addition as set forth in section 5.02(d) below. For purposes of this paragraph, a Participant is in control of an employer based upon the rules of sections 414(b), 414(c), and 415(h) of the Code; and a defined contribution plan means a defined contribution plan that is qualified under section 401(a) or 403(a) of the Code, a section 403(b) plan, or a simplified employee pension within the meaning of section 408(k) of the Code.

(d) Notice to Participants. The Administrator will provide written or electronic notice to Participants that explains the limitation in section 5.01(c) in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Administrator that is necessary to satisfy section 5.01(c). The notice will advise Participants that the application of the limitations in section 5.01(c) will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under section 403(b) of the Code. The notice will be provided annually, beginning no later than the year in which the Employee becomes a Participant.

(e) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Prototype Plan or Participant is in Control of Employer. The Annual Additions which may be credited to a Participant under this Plan for any Limitation Year will not exceed the Maximum Annual Addition under section 2.4, reduced by the Annual Additions credited to the Participant under any other Section 403(b) Prototype Plans of the Employer in addition to this Plan and, if the Participant is in control of an employer, any defined contribution plans maintained by controlled employers and section 403(b) plans of any other employers. Contributions to the Participant's Accounts under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.

(f) Excess Annual Additions:

(1) If, notwithstanding sections 5.01(a) through 5.01(e), a Participant's Annual Additions under this Plan, or under this Plan and plans aggregated with this Plan under sections 5.01(b) and 5.01(c), result in an Excess Annual Addition for a Limitation Year, the Excess Annual Addition will be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under section 401(a) of the Code or a simplified employee pension maintained by an employer controlled by the Participant will be deemed to have been credited first.

(2) If an Excess Annual Addition is credited to a Participant under this Plan and another Section 403(b) Prototype Plan of the Employer on the same date, the Excess Annual Addition attributable to this Plan will be the product of:

(A) the total Excess Annual Addition credited as of such date, times

(B) the ratio of (1) the Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan to (2) the total Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan and all other Section 403(b) Prototype Plans of the Employer.

(3) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in section 5.01(h).

(g) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Plan that is Not a Prototype Plan. If Annual Additions are credited to the Participant for the Limitation Year under another section 403(b) plan of the Employer which is not a Section 403(b) Prototype Plan, the Annual Additions which may be credited to the Participant under this Plan for the Limitation Year will be limited in accordance with sections 5.01(e) and 5.01(f) as though the other plan were a Section 403(b) Prototype Plan unless the Employer provides other limitations in the Adoption Agreement.

(h) Correction of Excess Annual Additions. A Participant's Excess Annual Additions for a taxable year are includible in the Participant's gross income for that taxable year. A Participant's Excess Annual Additions attributable to this Plan will be credited in the year of the excess to a separate account under the Plan for such Excess Annual Additions which will be maintained by the Vendor until the Excess Annual Additions are distributed. This separate account will be treated as a separate contract to which section 403(c) (or another applicable provision of the Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

5.02 **Definitions**: Refer to Article II, Section 2.45 for definitions related to Limitation on Annual Additions.

Article VI – Loans

6.01 **Loans**: Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made.

6.02 **Information Coordination Concerning Loan:** Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state laws in connection with distributions and loans. To minimize

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the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 6.03, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

6.03 **Maximum Loan Amount:** No loan to a Participant under the Plan may exceed the lesser of:

(a) $50,000, reduced by the greater of (1) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (2) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(b) one- half of the value of the Participant's vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator) or, if greater, the total accrued benefit up to $10,000.

For purposes of this Section 6.03, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

6.04 **Failure to Make Loan Payment**: If a Participant fails to make a loan payment when due, such Participant will have a reasonable period as described in the loan agreement and applied on a uniform basis, (but no longer than the end of the calendar quarter following the calendar quarter in which the loan payment was due) after such loan payment due date to cure such default.

6.05 **Suspension of Certain Loan Payments:** Loan payments may be suspended under this Plan:

(a) as permitted under section 414(u)(4) of the Code during participants' periods of military service; and

(b) during any Participants' leave of absence as defined in section 72(p) of the Code and the regulations thereunder, but in no event shall such suspension exceed one year.

6.06 **Term of Loan:** Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan. If such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period shall not extend beyond 30 years from the date of the loan.

6.07 **Assignment or Pledge**: An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this paragraph.

6.08 **Administration of Loans**: Any applicable loan will be administered based on the loan policy of the Vendor or the Employer, whichever is applicable, Such policy(ies) must satisfy section 72(p) and the regulations thereunder.

6.09 **Repayment of Loa**n: The terms governing the applicable Investment Arrangement shall determine the method of repayment of loans.

Article VII - **Benefit Distributions**

7.01 **Benefit Distributions At Severance from Employment or Other Distribution Event**:

(a) Except as permitted under Section 4.06 (relating to excess Elective Deferrals), Section 7.04 (relating to withdrawals of amounts rolled over into the Plan), Section 7.05 (relating to hardship), or Section 10.03 (relating to termination of the Plan), pre-1989 Elective Deferral contributions (excluding earnings thereon) to an Annuity Contract that are separately accounted for, amounts rolled over into the Plan, a qualified reservist distributions as defined in section 72(t)(2(G) of the Code, a payment pursuant to a qualified domestic relations order, or an IRS Levy, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, distributions from a Participant's Elective Deferral Account may not be made earlier than the earliest of the date on which the

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Participation has a Severance from Employment, dies, becomes Disabled, or attains age 59 1/2. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

For purposes of this paragraph, a Participant shall be treated as having a Severance from Employment during any period the Participant is performing service in the uniformed services described in section 3401(h)(2)(A) of the Code.

(b) Except for a payment pursuant to section 7.01(a) of the Plan, or as may otherwise be provided by law in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, Employer contributions held in a Custodial Account may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59 ½. The available forms of distribution will be based on the terms governing the applicable Investment Arrangement.

(c) Except for a payment pursuant to section 7.01(a) of the Plan, or as may otherwise be provided by law in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, Employer contributions held in an Annuity Contract may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment or upon the prior occurrence of an event as specified in the Adoption Agreement such as after a fixed number of years, attainment of a stated age, or after the Participant becomes disabled. The available forms of distribution will be based on the terms governing the applicable Investment Arrangement.

7.02 **Small Account Balances**: To the extent permitted under the terms governing the applicable Funding Vehicles, and if elected in the Adoption Agreement, distributions may be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but not without the consent of the Participant or Beneficiary if the Participant's Accumulated Benefit (determined without regard to any separate account that holds rollover contributions) exceeds $5,000 or any lesser amount specified in the Funding Vehicle, ("Small Account Balance"). Any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of $1,000).

7.03 **Minimum Distributions**: The Plan shall comply with the distribution requirements of section 401(a)(9) of the Code and the regulations thereunder in accordance with the terms of each Individual Agreement, unless and to the extent otherwise permitted by law and on regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of §1.408-8 of the Treasury Regulations, except as provided in §1.403(b)-6(e) of the Treasury Regulations.

7.04 **In-Service Distributions From Rollover Account:** If a Participant has a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, if elected by the Employer in the Adoption Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

7.05 **Hardship Withdrawals**:

(a) Hardship withdrawals shall be permitted under the Plan to the extent elected in the Adoption Agreement and permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. If applicable under an Individual Agreement, no Elective Deferrals or After-Tax Employee Contributions (excluding Mandatory Employee Contributions) shall be allowed under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship. A Participant who receives a distribution of Elective Deferrals on account of hardship shall be prohibited from making Elective Deferrals and/or After Tax Employee Contributions under this and all other plans of the Employer for 6 months after receipt of the distribution;

(b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors or the Administrator to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to section 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations), the Vendor or the Administrator notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Elective Deferrals under the Plan. In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need (pursuant to section 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations), the Vendor or the Administrator, if applicable shall obtain information from the Employer or other Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need;

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(c) The distribution is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution); and

(d) If required by Treasury regulations, the Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Employer (except to the extent such actions would be counterproductive to alleviating the financial need).

(e) In applying the overall permitted Hardship distribution, such amounts shall be limited to the aggregate dollar amount of the Participant's section 403(b) elective deferrals under the applicable custodial agreements and contracts (and may not include any income thereon), reduced by the aggregate dollar amount of Elective Deferral distributions previously made to the Participant from the custodial agreements and/or contracts.

7.06 **Rollover Distributions**:

(a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an Alternate Payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an Alternate Payee under a domestic relations order, a direct rollover is payable only to a traditional individual retirement account or traditional individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited traditional IRA (within the meaning of section 408(d)(3)(C) of the Code).

(b) For distributions made after December 31, 2007, Participants must be given the option to directly rollover to a Roth IRA as a qualified rollover contribution pursuant to section 408A(e) of the Code.

(c) Pursuant to section 402(c)(11) of the Code and section 108(f) of WRERA, for Plan Years after December 31, 2009, a plan must permit rollovers by nonspouse Beneficiaries and a rollover by a nonspouse Beneficiary must be made in a Direct Rollover to either a Roth IRA or traditional IRA. A surviving spouse Beneficiary who makes a rollover to a Roth IRA or a traditional IRA from this Plan may elect either to treat the Roth IRA or traditional IRA as his or her own or establish the Roth IRA or traditional IRA in the name of the decedent with the surviving spouse as the Beneficiary.

(d) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

7.07 **Nonspouse Beneficiary Direct Rollover**

(a) A direct trustee-to-trustee transfer of any portion of a benefit payable upon the death of a Participant may be distributed from this Plan to an individual retirement plan described in section 408(a) or (b) of the Code (an "IRA") that is established for the purpose of receiving the distribution on behalf of a Designated Beneficiary who is a nonspouse beneficiary. The transfer is treated as a direct rollover of an eligible rollover distribution for purposes of section 402(c) of the Code.

The IRA of the nonspouse beneficiary is treated as an inherited IRA within the meaning of section 408(d)(3)(C) of the Code.

(b) This Plan shall offer a direct rollover of a distribution to a nonspouse beneficiary who is a Designated Beneficiary within the meaning of section 401(a)(9)(E) of the Code, provided that the distributed amount satisfies all the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the participant or the participant's spouse. The direct rollover must be made to an IRA established on behalf of the Designated Beneficiary that will be treated as an inherited IRA pursuant to the provisions of section 402(c)(11) of the Code. If a nonspouse beneficiary elects a direct rollover, the amount directly rolled over is not includible in gross income in the year of the distribution.

(c) Section 402(c)(11) of the Code provides that a direct rollover of a distribution by a nonspouse beneficiary is a rollover of an eligible rollover distribution only for purposes of section 402(c) of the Code. Therefore, the distribution is not subject to the direct rollover requirements of section 401(a)(31) of the Code, the notice requirements of section 402(f) of the Code, or the mandatory withholding requirements of section 3405(c) of the Code. If an amount distributed from a plan is received by a nonspouse beneficiary, the distribution is not eligible for rollover.

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(d) This Plan may make a direct rollover to an IRA on behalf of a trust where the trust is the named beneficiary of a decedent, provided the beneficiaries of the trust meet the requirements to be designated beneficiaries within the meaning of section 401(a)(9)(E) of the Code. In such a case, the beneficiaries of the trust are treated as having been designated as beneficiaries of the decedent for purposes of determining the distribution period under section 401(a)(9) of the Code, if the trust meets the requirements set forth in Treasury Regulation section 1.401(a)(9)-4, Q&A-5, with respect to the IRA.

(e) Determination of Required Minimum Distributions:

General rule. If the Employee dies before his or her Required Beginning Date, the required minimum distributions for purposes of determining the amount eligible for rollover with respect to a nonspouse beneficiary are determined under either the5-year rule described in section 401(a)(9)(B)(ii) of the Code or the life expectancy rule described in section 401(a)(9)(B)(iii) of the Code. Under either rule, no amount is a required minimum distribution for the year in which the Employee dies. The rule in Treasury Regulation section 1.402(c)-2, Q&A-7(b) (relating to distributions before an Employee has attained age 70½) does not apply to nonspouse beneficiaries.

Five-year rule. Under the 5-year rule described in section 401(a)(9)(B)(ii) of the Code, no amount is required to be distributed until the fifth calendar year following the year of the Employee's death. In that year, the entire amount to which the beneficiary is entitled under the plan must be distributed. Thus, if the 5-year rule applies with respect to a nonspouse beneficiary who is a designated beneficiary within the meaning of section 401(a)(9)(E) of the Code, for the first 4 years after the year the Employee dies, no amount payable to the beneficiary is ineligible for direct rollover as a required minimum distribution. Accordingly, the beneficiary is permitted to directly roll over the beneficiary's entire benefit until the end of the fourth year (but, the 5-year rule must also apply to the IRA to which the rollover contribution is made). On or after January 1 of the fifth year following the year in which the Employee died, no amount payable to the beneficiary is eligible for rollover.

Life expectancy rule. (1) *General rule.* If the life expectancy rule described in section 401(a)(9)(B)(iii) of the Code applies, in the year following the year of death and each subsequent year thereafter, there is a required minimum distribution. The amount not eligible for rollover includes all undistributed required minimum distributions for the year in which the direct rollover occurs and any prior year (even if the excise tax under section 4974 of the Code has been paid with respect to the failure in the prior years). (2) *Special rule.* If, under Treasury Regulation section 1.401(a)(9)-3, Q&A, paragraph (b) or (c) the 5-year rule applies, the nonspouse Designated Beneficiary may determine the required minimum distribution under the plan using the life expectancy rule in the case of a distribution made prior to the end of the year following the year of death. However, in order to use this rule, the required minimum distributions under the IRA to which the direct rollover is made must be determined under the life expectancy rule using the same Designated Beneficiary.

(f) If an Employee dies on or after his or her Required Beginning Date, within the meaning of section 401(a)(9)(C) of the Code, for the year of the Employee's death, the required minimum distribution not eligible for rollover is the same as the amount that would have applied if the Employee were still alive and elected the direct rollover. For the year after the year of the Employee's death and subsequent years thereafter, see Q&A-5 of Treasury Regulation section 1.401(a)(9)-5, Q&A-5, to determine the applicable distribution period to use in calculating the required minimum distribution. As in the case of death before the Employee's Required Beginning Date, the amount not eligible for rollover includes all undistributed required minimum distributions for the year in which the direct rollover occurs and any prior year, including years before the Employee's death.

(g) Under section 402(c)(11) of the Code, an IRA established to receive a direct rollover on behalf of a nonspouse Designated Beneficiary is treated as an inherited IRA within the meaning of section 408(d)(3)(C) of the Code. The required minimum distribution requirements set forth in section 401(a)(9)(B) of the Code and the regulations thereunder apply to the inherited IRA. The rules for determining the required minimum distributions under the Plan with respect to the nonspouse beneficiary also apply under the IRA. Thus, if the Employee dies before his or her Required beginning Date and the 5-year rule in section 401(a)(9)(B)(ii) of the Code applied to the nonspouse Designated Beneficiary under the plan making the direct rollover, the 5-year rule applies for purposes of determining required minimum distributions under the IRA. If the life expectancy rule applied to the nonspouse Designated Beneficiary under the plan, the required minimum distribution under the IRA must be determined using the same applicable distribution period as would have been used under the plan if the direct rollover had not occurred. Similarly, if the Employee dies on or after his or her Required Beginning Date, the required minimum distribution under the IRA for any year after the year of death must be determined using the same applicable distribution period as would have been used under the plan if the direct rollover had not occurred.

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7.08 Qualified Reservist Distribution:

(a) This provision applies to individuals ordered or called to active duty after September 11, 2001. The two-year period for making repayments of Qualified Reservist Distributions does not end before the date that is two years after the date of enactment.

(b) A Qualified Reservist Distribution is a distribution (1) from an IRA or attributable to elective deferrals under a 401(k) plan, 403(b) plan, or certain similar arrangements, (2) made to an individual who (by reason of being a member of a reserve component as defined in section 101 of title 37 of the U.S. Code) was ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and (3) that is made during the period beginning on the date of such order or call to duty and ending at the close of the active duty period. A 401(k) plan or 403(b) plan does not violate the distribution restrictions applicable to such plans by reason of making a Qualified Reservist Distribution.

(c) An individual who receives a Qualified Reservist Distribution may, at any time during the two-year period beginning on the day after the end of the active duty period, make one or more contributions to an IRA of such individual in an aggregate amount not to exceed the amount of such distribution. The dollar limitations otherwise applicable to contributions to IRAs do not apply to any contribution made pursuant to the provision. No deduction is allowed for any contribution made under the provision.

Article VIII - Rollovers to the Plan and Transfers from the Plan

8.01 **Eligible Rollover Contributions to the Plan:**

(a) Eligible Rollover Contributions: If elected by the Employer in the Adoption Agreement and to the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Vendor or the Administrator, if applicable, may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. If elected by the Employer in the Adoption Agreement and permitted in the Individual Agreements, the Plan may accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code.

(b) Eligible Rollover Distribution: For purposes of Section 8.01(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) Eligible Retirement Plan. An Eligible Retirement Plan means a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code.

(d) Separate Accounts: The Vendor, or the Administrator if applicable, shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

(e) Roth Rollovers: If provided by the Employer in the Adoption Agreement, the plan will accept a rollover contribution to a Roth Elective Deferral account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

(f) Information Regarding Participant Basis Required. A rollover of an Eligible Rollover Distribution that includes after-tax employee contributions or Roth Elective Deferrals will only be accepted if the Administrator obtains information regarding the Participant's tax basis under section 72 of the Code in the amount rolled over.

8.02 **Plan-to-Plan Transfers to the Plan**: If elected in the Adoption Agreement, plan-to-plan transfers for a Participant shall be permitted as provided in this section.

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(a) At the direction of the Employer, for a class of Employees who are Participants or Beneficiaries in another plan under section 403(b) of the Code, the Administrator may permit a transfer of part or all of the assets to the Plan as provided in this Section 8.02. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's interest therein (entire or partial interest) to the Plan and the participant is an employee or former employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with §1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Article IV. The Employer reserves the right to establish procedures with respect to former employees.

(d) Plan-to-Plan transfer may not be made between this Plan and a qualified plan or a 457(b) Plan. Notwithstanding the previous sentence if the Plan Sponsor is a church, or church related organization transfers and mergers may be made between a qualified plan and a 403(b) or vice versa.

8.03 **Plan-to-Plan Transfers from the Plan:** If elected in the Adoption Agreement, plan-to-plan transfers for a Participant shall be permitted as provided in this section.

(a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with §1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 8.03(a) only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 8.03, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 8.03 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

8.04 **Contract and Custodial Account Exchanges:**

(a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Article III (referred to below as an exchange) is not permitted unless the conditions in paragraphs (b) through (d) of this Section 8.04 are satisfied.

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(b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts and custodial accounts immediately before the exchange).

(c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) The Employer or the Administrator enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following: (1) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 7.01); (2) the Vendor notifying the Employer of any hardship withdrawal under Section 7.05 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and (3) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 7.05); and

(2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (1) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 603, so that any such additional loan is not a deemed distribution under section 72(p)(1); and (2) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer or the Administrator will enter into an information sharing agreement as described in Section 8.04(d) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 8.04(d)(1) and (2).

(f) Notwithstanding anything to the contrary in this section, if the Employer does not permit Exchanges under this Plan, an invalid exchange (an exchange that occurs after September 24, 2007) shall be permitted to be re-exchanged into an approved Vendor under this Plan.

8.05 **Permissive Service Credit Transfers:**

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 8.05(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 8.05(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

(c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

8.06 **Transfer by Employer.** To the extent permitted by applicable law and the underlying Individual Agreements, and subject to rules and procedures established by the Administrator, an Employer may request a transfer of all Accounts maintained under its Plan to another section 403(b) plan that it has established.

Article IX - Investment of Contributions

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9.01 **Manner of Investment**: All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

9.02 **Investment of Contributions:** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers and Exchanges among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements, the Plan and permitted under applicable Income Tax Regulations.

9.03 **Current and Former Vendors**: The Administrator shall maintain a list of all Vendors under the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Plan Vendor Attachment which is incorporated in the Administrative Appendix), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Article X - Amendment and Plan Termination

10.01 **Termination of Contributions**: The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

10.02 **Amendment and Termination By Employer:** The Employer reserves the authority to amend or terminate this Plan at any time. An Employer that amends the Plan, other than to change the choice of options or procedures in the Adoption Agreement or to add certain sample or model amendments published by the Internal Revenue Service which specifically provide that their adoption will not cause the Plan to be treated as individually designed, will no longer participate in this section 403(b) volume submitter plan and will be considered to have an individually designed 403(b) plan.

10.03 **Distribution upon Termination of the Plan**: The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations. Upon Termination of the Plan all nonvested amounts under the Plan shall become fully vested. In addition, all accumulated benefits for a Participant must be distributed to Participants and Beneficiaries as soon as administratively feasible as described in section 1.403(b)-10(b)(1)(i) of the Treasury regulations.

10.04 **Amendment by Sponsor of Volume Submitter**:

(a) The Sponsor reserves the right to amend the Plan from time to time on behalf of all adopting employers, including those Employers who have adopted the Plan prior to this amendment, for changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption will not cause such Plan to be individually designed, and for corrections of prior approved plans. These amendments will be applied to all Employers who have adopted the plan and such amendments will comply with section 12.03 of Revenue Procedure 2013-22. The Mass Submitter, as agent for the Sponsor, shall have the right to unilaterally amend the Plan on behalf of the Sponsors of the Volume Submitter for purposes of any amendments mandated for changes in the Code, regulations, or other guidance issued from the IRS, Department of Labor or other government entity, as it may deem appropriate.

Notwithstanding the paragraph above, if the amendment that is being made requires an election by the Employer, then the Sponsor will maintain, or have maintained on its behalf, a record of the Employers that have adopted the Plan, and the Sponsor will make reasonable and diligent efforts to ensure that adopting Employers have actually received and are aware of all Plan amendments and that such Employers adopt new documents when necessary. This amendment supersedes other provisions of the Plan to the extent those other provisions are inconsistent with this amendment.

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(b) The Sponsor may preselect options on the Adoption Agreements where necessary, from time to time. The Sponsor also reserves the right to amend the "Defaults" that are in the Adoption Agreements to reflect the administration of the plans, or to only permit certain options to be available to adopting Employers. The "Defaults" that may appear on the Adoption Agreements below certain items are not to be considered a part of the Plan and may be amended or removed at the discretion of the Employer, Sponsor, or Administrator.

10.05 **Amendment of Vesting Schedule**: If the Plan's vesting schedule is amended, or the Plan is amended in any way that directly or indirectly affects the computation of a Participant's nonforfeitable percentage, each Participant with at least 3 years of service with the Employer may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Plan without regard to such amendment or change. For Participants who do not have at least 1 Hour of Service in any Plan Year beginning after December 31, 1988, the preceding sentence shall be applied by substituting "5 Years of Service" for "3 Years of Service" where such language appears.

The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the latest of:

(a) 60 days after the amendment is adopted;

(b) 60 days after the amendment becomes effective; or

(c) 60 days after the Participant is issued written notice of the amendment by the Employer or Administrator.

Article XI – Miscellaneous and Administration of the Plan

11.01 **Non-Assignability:** Except as provided in Section 10.02 and 10.03, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be nonassignable and nontransferable.

11.02 **Domestic Relation Orders***:* Notwithstanding Section 10.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

11.03 **IRS Levy:** Notwithstanding Section 10.01, the payor or the Administrator, as applicable may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

11.04 **Tax Withholding:** Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3405 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the payor or the Administrator, if applicable may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

11.05 **Payments to Minors and Incompetents**: Subject to any State law requirements, if a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the payor or the Administrator, if applicable, benefits will be paid to such person as the payor or the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

11.06 **Mistaken Contributions:** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (not adjusted for any income but adjusted for loss in value, if any, allocable thereto) shall be returned directly to the Employer.

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11.07 **Procedure When Distributee Cannot Be Located:** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer's or the Administrator's records, (b) notification sent to the Internal Revenue Service, the Social Security Administration or the Pension Benefit Guaranty Corporation (under their respective programs to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

11.08 **Plan Administration**: The Plan shall be administered, and the provisions of the various documents comprising the Plan shall be coordinated, in accordance with the terms of the Plan and the requirements of section 403(b) of the Code. These provisions and requirements (as outlined in the Administrative Appendix) include but are not limited to:

(a) Determining whether an employee is eligible to participate in the Plan

(b) Determining whether contributions comply with the applicable limitations

(c) Determining whether hardship withdrawals and loans comply with applicable requirements and limitations

(d) Determining that any transfers, rollovers, or purchases of service credit comply with applicable requirements and limitations

(e) Determining that the requirements of the Plan and section 403(b) of the Code are properly applied, including whether the Employer is a member of a controlled group

(f) Determining the status of domestic relations orders or qualified domestic relations orders

Administrative functions, including functions to comply with section 403(b) of the Code and other tax requirements may be allocated among various persons pursuant to service agreements or other written documents, including the Administrative Appendix. However, in no case shall administrative functions be allocated to Participants (other than permitting Participants to make investment elections for self-directed accounts). Any administrative functions not allocated to other persons are reserved to the Employer.

In the event there is a conflict between the provisions of this Plan (including the Adoption Agreement) and the underlying Custodial Accounts and/or the Annuity Contracts, the provisions of this Plan shall govern.

11.09 **Responsibilities of Employer**: The Employer shall have the following responsibilities with respect to administration of the Plan:

(a) The Employer shall make any Employer Contributions required under the Plan.

(b) The Employer shall serve as Administrator of the Plan, unless the Employer designates in writing another person to administer the Plan on behalf of the Employer. The Employer may remove and reappoint a Plan Administrator from time to time in the Employer's discretion.

(c) The Employer shall supply the Administrator in a timely manner with all information necessary for the Administrator to fulfill its responsibilities under the Plan, including Compensation of Participants and other pertinent facts.

11.10 **Responsibilities of Administrator**: The Administrator shall administer the Plan according to its terms for the exclusive benefit of Participants, former Participants, and their Beneficiaries in accordance with the following provisions:

(a) The Administrator's responsibilities shall include, but shall not be limited to, the following:

(1) To determine all questions relating to the eligibility of Employees to participate or remain Participants hereunder.
(2) To maintain all records necessary for administration of the Plan.
(3) To interpret the provisions of the Plan and prepare and publish rules and regulations for the Plan.
(4) To comply with all reporting, disclosure, and notice requirements of the Code.

(b) In order to fulfill its responsibilities, the Plan Administrator shall have all powers necessary or appropriate to accomplish its duties under the Plan, including the power to determine all questions arising in connection with

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the administration, interpretation, and application of the Plan. Any such determination shall be conclusive and binding upon all persons. However, all discretionary acts, interpretations, and constructions shall be done in a nondiscriminatory manner based upon uniform principles consistently applied.

(c) In order to fulfill its responsibilities hereunder, the Administrator shall be specifically authorized to employ such agents, or attorneys, or contract for such assistance, as the Plan Administrator may from time to time deem necessary or advisable in connection with its responsibilities hereunder and to pay the fees, commission, or salaries incurred on account thereof as an expense of administration of the Plan. The Administrator is authorized to delegate administrative duties to the Custodian when not inconsistent with the terms of this Plan.

(d) The Administrator shall serve as the designated agent for legal purposes under the Plan.

11.11 **Resignation and Removal of Administrator**: The Administrator may resign at any time by giving the Employer thirty (30) days prior written notice. The Employer may waive such notice. The Employer may remove the Administrator from office at any time by giving written notice to the Administrator, which removal shall be effective as of the date specified in the notice.

11.12 **Expenses of Administration**: All costs and expenses of administering this Plan shall be paid pursuant to the service agreement(s) entered into by the Employer. Expenses shall be paid: directly by the Employer; or where applicable, shall be paid pro rata or per capita from each Participant's Account; or where applicable shall be paid by the Vendors. Payment of such expenses shall not be considered to be Employer Contributions.

11.13 **Incorporation of Individual Agreements:** The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.

11.14 **Governing Law**: The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.

11.15 **Headings**: Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

11.16 **Gender:** Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

11.17 **This Plan Is Not An Employment Contract**: Neither the adoption of the Plan by the Employer, nor any action of the Employer or the Administrator under this Plan, nor the establishment of any custodial account, nor the payment of any benefits, shall be construed to confer upon any person any legal right to be continued as an Employee of the Employer or any affiliated or related employer. All Employees shall be subject to discharge to the same extent as they would have been had this Plan never have been adopted.

11.18 **USERRA - Military Service Credit:** Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Internal Revenue Code. In addition, the survivors of any Participant who dies on or after January 1, 2007, while performing qualified military service, are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

Article XII – Employer Contributions

12.01 **Employer Contributions:** If the Adoption Agreement provides that this Plan shall accept Employer Contributions, then the following rules shall apply.

(a) Unless otherwise elected by the Employer in the Adoption Agreement, Employer Contributions shall be an amount, if any, determined annually in the sole discretion of the Employer.

(b) Post-Employment Employer Contributions shall follow the rules of Section 12.03.

(c) Optional Retirement Plan (ORP) Provisions:

(1) General Application. This Section 12.01(c) shall apply only if the Employer has indicated that it offers an Optional Retirement Program (ORP) on the Adoption Agreement and only if permitted under the Adoption Agreement being completed. Not all Adoption Agreements that accompany this Plan will permit this selection.

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(2) Incorporation of ORP. The ORP is established and governed by separate plan documentation which may include a plan document, statutory language and/or regulatory guidance. The terms and conditions of the ORP are incorporated herein by reference. If there is a conflict between the Plan and the requirements of the ORP, the ORP shall govern with respect to those provisions that are exclusive to the ORP. The Plan shall govern in all other circumstances.

(3) ORP Contributions. Employer shall make contributions under the ORP to the Accounts of Participants that are also participating in the ORP in accordance with the terms of the ORP and/or as authorized by the Employer on the Adoption Agreement. Unless otherwise provided by the ORP, such contributions shall be treated as Employer Contributions and are therefore subject to the requirements and limitations imposed by section 415(c) of the Code.

(4) Separate Accounting Requirements. ORP contributions and withdrawals, including any earnings or losses thereon, shall be credited and debited to each participating Participant's Account and shall be separately accounted for under each Employee's Account.

(5) Deposit Requirements. ORP contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in conformity with any requirements established in the ORP, or if applicable by the State law.

(d) Supplemental 403(b) Contributions:

(1) General Application. This Section 12.01(d) shall apply only if the Employer has indicated that it offers a Supplemental 403(b) Program on the Adoption Agreement and only if permitted under the Adoption Agreement being completed. Not all Adoption Agreements will permit this optional provision.

(2) Incorporation of Supplemental 403(b) Program. The Supplemental 403(b) Program is established and governed by a separate plan document. The Plan includes the Adoption Agreement and the document establishing the Supplemental 403(b) Program, as identified on the Adoption Agreement. If there is a conflict between the Plan and the Supplemental 403(b) Program document, the Supplemental 403(b) Program shall govern with respect to those provisions that are exclusive to the Supplemental Program. The Plan shall govern in all other circumstances.

(3) Supplemental 403(b) Contributions. Employer shall make contributions as required under the Supplemental 403(b) Contributions to the Accounts of Participants that are participating in the Supplemental 403(b) Program in accordance with the terms of the Supplemental 403(b) Program. Such contributions shall be subject to the appropriate annual contribution limitations based on the type of contribution required under the Supplemental 403(b) Program.

(4) Separate Accounting Requirements. Supplemental 403(b) Program contributions and withdrawals, including any earnings or losses thereon, shall be credited and debited to each participating Participant's Account and shall be separately accounted for under each Employee's Account.

(5) Deposit Requirements. Supplemental 403(b) Program Contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in conformity with the Supplemental 403(b) Program document, or if applicable State law.

(e) The Employer has evidenced its intent to adopt this Plan by executing the Adoption Agreement which is a part of this 403(b) Plan document. This Plan document, the Adoption Agreement, documents governing ORPs and Supplemental 403(b) Programs, as applicable, and any underlying Annuity Contracts and Custodial Accounts provided by the Vendors authorized by the Employer, as well as necessary forms and administrative policies and procedures incorporated by the Employer, an Administrator or any Funding Vehicle shall constitute the entire Plan.

12.02 **Correction of Allocations:**

(a) In the event that the Administrator learns that Employer allocations have not been made on behalf of an Employee for whom an allocation should have been made pursuant to the terms of this Plan, the Participant's account for such Employee shall be restored to its proper balance as soon as is reasonably possible.

(b) In the event that the Administrator learns that contributions or allocations have been made on behalf of an Employee for whom allocations should not have been made pursuant to the terms of the Plan; and if such contributions were made pursuant to a mistake of fact, such contributions shall be returned to the Employer within one year of the contributions. Earnings attributable to the mistaken contribution shall not be returned to the Employer, but losses attributable to the mistaken contribution shall reduce the amount to be returned to the Employer.

12.03 **Employer Contributions for former Employees:**

(a) Includible compensation deemed to continue for post-employment Employer Contributions - For purposes of applying paragraph (b) of this section, a former Employee is deemed to have monthly includible compensation for the period through the end of the taxable year of the Employee in which he or she ceases to be an Employee and through the end of each of the next five taxable years. The amount of the monthly Includible Compensation is equal to one twelfth of the former Employee's Includible Compensation during the former Employee's most recent year of service. Accordingly, post-employment Employer Contributions for a former Employee must not exceed the limitation of section 415(c)(1) up to the lesser of the dollar amount in section 415(c)(1)(A) or the former Employee's annual Includible Compensation based on the former Employee's average monthly compensation during his or her most recent year of service.

(b) If a Participant who is a former Employee dies during the first 5 calendar years following the date on which the Participant ceases to be an Employee, and Employer contributions are being made pursuant to this Section 12.03, then any additional contributions made after the death of the Participant or former Employee may not exceed the lesser of –

(1) The excess of the former Employee's Includible Compensation for the year of death over the contributions previously made for the former Employee for that year; or

(2) The total contributions that would have been made on the former Employee's behalf thereafter if he or she had survived to the end of the 5-year period.

12.04 **Service**: Service will be computed on the basis designated by the Employer in the Adoption Agreement. Except where specifically excluded under this section, all of an Employee's Years of Service will be taken into account for purposes of eligibility, including:

(a) Years of Service for employment with an employer required to be aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code;

(b) Years of Service for an employee required under section 414(n) or 414(o) of the Code to be considered an employee of any employer aggregated with the Employer under section 414(b), (c), or (m) of the Code;

(c) Years of Service with the predecessor Employer, if the Adoption Agreement allows and the Employer so specifies; and

(d) Years of Service with the predecessor employer during the time a qualified plan was maintained, if the Adoption Agreement allows and the Employer so specifies. If the Employer maintains the Plan of a predecessor Employer, Service with such Employer will be treated as Service for the Employer.

12.05 **Eligibility Computation Periods**:

(a) Hours of Service Method - If the Employer has specified in the Adoption Agreement that service will be credited on the basis of hours, days, weeks, semi-monthly payroll periods, or months, the initial eligibility computation period is the 12-consecutive month period beginning on the date the Employee first performs an Hour of Service for the Employer ("employment commencement date"). Pursuant to the Employer's election in the Adoption Agreement, the succeeding 12-consecutive month periods shall commence with either:

(1) the first anniversary of the Employee's employment commencement date; or
(2) the first Plan Year which commences prior to the first anniversary of the Employee's employment commencement date regardless of whether the Employee is entitled to be credited with 1,000 Hours of Service (or any lesser number specified by the Employer in the Adoption Agreement) during the initial eligibility computation period. An employee who is credited with 1,000 Hours of Service (or such lesser number specified by the Employer in the Adoption Agreement) in both the initial eligibility computation

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period and the first Plan Year which commences prior to the first anniversary of the Employee's initial eligibility computation period will be credited with two Years of Service for purposes of eligibility to participate.

(b) Elapsed Time Method - If the Employer has specified in the Adoption Agreement (or if the Adoption Agreement default is) that service will be credited under the elapsed time method, an Employee will receive credit for the aggregate of all time periods commencing with the Employee's first day of employment or reemployment and ending on the date a Break in Service begins. The first day of employment or reemployment is the first day an Employee performs an Hour of Service. An Employee shall also receive credit for any Period of Severance of less than twelve consecutive months. Fractional periods of a year will be expressed in terms of days. For purposes of this paragraph, Hour of Service shall mean each hour for which an Employee is paid or entitled to payment for the performance of duties for the Employer.

12.06 **Use of Computation Periods**: Years of Service and Breaks in Service shall be measured on the same eligibility computation period.

12.07 **Eligibility Break in Service**: In the case of any Participant who has a 1-year Break in Service, years of eligibility service before such break will not be taken into account until the Employee has completed a Year of Service after returning to employment. Pursuant to the Employer's election in the Adoption Agreement, such Year of Service will be measured by the 12-consecutive month period beginning on an Employee's reemployment commencement date and, if necessary, either:

(a) subsequent 12-consecutive month periods beginning on anniversaries of the reemployment commencement date; or

(b) Plan Years beginning with the Plan Year which includes the first anniversary of the reemployment commencement date. The reemployment commencement date is the first day on which the Employee is credited with an Hour of Service for the performance of duties after the first eligibility computation period in which the Employee incurs a one year Break in Service.

If a Participant completes a Year of Service in accordance with this provision, his or her participation will be reinstated as of the reemployment commencement date.

12.08 **Entry into Plan**: Each Employee who is a member of an eligible class of employees specified in the Adoption Agreement will participate on the Entry Date selected by the Employer in the Adoption Agreement after such Employee has met the minimum age and service requirements, if any, in the Adoption Agreement.

12.09 **Participation upon Return to Eligible Class**: In the event a Participant is no longer a member of an eligible class of employees and becomes ineligible to participate but has not incurred a Break in Service, such Employee will participate immediately upon returning to an eligible class of employees. If such Participant incurs a Break in Service, eligibility will be determined under the Break in Service rules of the Plan.

In the event an Employee who is not a member of an eligible class of employees becomes a member of an eligible class, such Employee will participate immediately if such Employee has satisfied the minimum age and service requirements and would have otherwise previously become a Participant.

12.10 **Participation during an Authorized Leave of Absence**: All contributions on behalf of the Participant shall be suspended, but membership in the Plan shall be deemed to be continuous, unless otherwise terminated, for the period of any Authorized Leave of Absence, provided that the Employee returns to work for the Employer upon completion of such Authorized Leave of Absence.

12.11 **Eligibility upon Reemployment**:

(a) A former Participant will become a Participant immediately upon returning to the employ of the Employer if such former Participant had a nonforfeitable right to all or a portion of his accrued benefit attributable to Employer Contributions at the time of termination from service.

(b) For a former Participant who did not have a nonforfeitable right to any portion of his accrued benefit attributable to Employer Contributions or for a former Employee (other than an Employee required to complete more than one Year of Service in order to become eligible to participate in the Plan) who had not yet become a Participant at the time of termination from service, the Participant's Years of Service prior to the Break(s) in Service will be disregarded if the number of consecutive 1-year Breaks in Service equal or exceed the greater of five (5) or the aggregate number of Years of Service before such Breaks in Service.

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(c) If an Employee is required to complete more than one Year of Service for in order to become eligible to participate in the Plan, and such an Employee incurs a 1-year Break in Service before satisfying the Plan's eligibility requirements, service prior to such 1-year Break in Service shall not be taken into account in the determination of the Employee's eligibility to participate in the Plan upon reemployment.

(d) A former Participant who's Years of Service before termination from service cannot be disregarded pursuant to Section 12.11(b) shall participate immediately upon reemployment.

(e) A former Employee who had met the eligibility requirements specified in the Adoption Agreement before termination from service but who had not become a Participant and who's Years of Service before termination from service cannot be disregarded pursuant to Section 12.11(b) will become a Participant as of the later of:

(1) his date of reemployment; or
(2) the Entry Date next following his date of termination from service.

(f) A former Employee (including a former Participant) who's Years of Service before termination from service can be disregarded pursuant to Section 12.11(b) will be treated as a new Employee for eligibility purposes and will be eligible to participate once he has met the requirements under the Plan following his most recent date of employment.

12.12 **Vesting and Forfeitures**

(a) Each type of contribution made by the Employer on behalf of a Participant that is subject to a different vesting schedule will be credited to a separate bookkeeping account. Any portion of such account in which the participant is not vested shall be accounted for separately and treated as a contract to which section 403(c) (or another applicable provision under the Internal Revenue Code) applies.

(b) Employee Contribution Accounts: A Participant's Elective Deferral Account, After-Tax Employee Contribution Account and Rollover/Transfer Account, and all earnings, appreciations, and additions thereto, less any losses, depreciation, and distributions allocable thereto, shall be fully vested and nonforfeitable at all times.

(c) Employer Contribution Account: A Participant's Vested Percentage in his Employer Contribution Account shall be determined as follows:

(1) Death or Disability: A Participant's interest in his Employer Contribution Account shall become fully vested upon his death or Disability prior to Retirement Age.
(2) Termination of Employment: A Participant's Vested Percentage in his Employer Contribution Account shall be determined according to the vesting formula specified in the Adoption Agreement when the Participant terminates his employment.
(3) Plan Termination: A Participant's interest in his Employer Contribution Account shall become fully vested in the event of termination or partial termination (but only if the partial termination applies to the Participant) of this Plan.

12.13 **Vesting at Termination**: When a Participant's employment is terminated on account of retirement, death, disability, or otherwise, the Vested Percentage of his Employer Contribution Account (after all required adjustments thereto) shall be determined in accordance with this Article and the vesting formula specified in the Adoption Agreement as of termination of employment. The difference between the balance of the Participant's Employer Contribution Account and the Participant's Vested Percentage shall be forfeiture and shall be allocated pursuant to Section 12.15 below.

12.14 **Computation of Vested Account Balance:**

(a) Service will be computed on the basis designated by the Employer in the Adoption Agreement. Except where specifically excluded under this Article XII, all of the Employee's Years of Service will be taken into account for purposes of vesting, including:

(1) Years of service for employment with an employer required to be aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code;
(2) Years of Service for an employee required under section 414(n) or 414(o) of the Code to be considered any employee of any employer aggregated with the Employer under section 414(b), (c), or (m) of the Code;
(3) Years of Service with the predecessor Employer, if the Adoption Agreement allows and the Employer so specifies; and

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(4) Years of Service with the predecessor employer during the time a qualified plan was maintained, if the Adoption Agreement allows and the Employer so specifies.

(b) The Employer shall designate in the Adoption Agreement the period described in either (1) or (2) below as the Vesting Computation Period:

(1) For purposes of computing the Employee's nonforfeitable right to the account balance derived from Employer Contributions, Years of Service and Breaks in Service will be measured by the Plan Year.
(2) For purposes of determining Years of Service and Breaks in Service for purposes of computing an Employee's nonforfeitable right to the account balance derived from Employer Contributions, the 12-consecutive month period will commence on the date the Employee first performs an Hour of Service and each subsequent 12-consecutive month period will commence on the anniversary of such date.

(c) In the case of a Participant who has incurred a 1-year Break in Service, Years of Service before such break will not be taken into account until the Participant has completed a Year of Service after such Break in Service.

12.15 **Forfeitures**: Notwithstanding the Employer's election in the Adoption Agreement, Forfeitures may be allocated as follows:

(a) to restore Participant's Employer Contribution Accounts pursuant to the buy-back provisions of Section 12.18;

(b) used to pay any expenses of administration of the Plan; and/or

(c) used to make or reduce Employer Contributions required under the terms of the Plan.

12.16 **Forfeitures - Withdrawal of Employee Contributions**: No Forfeitures will occur solely as a result of an Employee's withdrawal of Employee Contributions.

12.17 **Vesting for Pre-Break and Post-Break Account:** In the case of a Participant who has 5 or more consecutive 1-year Breaks in Service, all service after such Breaks in Service will be disregarded for the purpose of vesting the employer-derived account balance that accrued before such Breaks in Service. Such Participant's pre-break service will count in vesting the post-break employer-derived account balance only if either:
(a) such Participant has any nonforfeitable interest in the account balance attributable to Employer Contributions at the time of separation from service; or

(b) upon returning to service, the number of consecutive 1-year Breaks in Service is less than the number of Years of Service.

Separate accounts will be maintained for the Participant's pre-break and post-break employer derived account balance. Both accounts will share in the earnings and losses of the fund..

12.18 **Buy-back**: If a former Participant is reemployed by the Employer before the former Participant incurs five consecutive 1-year Breaks in Service, and such former Participant has received a distribution of the entire Vested Percentage of his Employer Contribution Account prior to his reemployment, any forfeited amounts shall be reinstated only if he repays the full amount of his Employer Contribution Account distributed to him before he incurs five consecutive 1-year Breaks in Service after the date of the distribution. In the event the former Participant does repay the full amount distributed to him, his Employer Contribution Account balance will be restored to the amount on the date of distribution.

12.19 **Missing Participants**: If a benefit is forfeited because the Participant or Beneficiary cannot be found, such benefit will be reinstated if a claim is made by the Participant or Beneficiary.

12.20 **Definitions**: Refer to Article II, Section 2.45 for definitions related to Employer Contributions.

Article XIII - Deemed IRAs

13.01 **Applicability and Effective Date:** This section shall apply if elected by the Employer in the Adoption Agreement and shall be effective for Plan Years beginning after the date specified in the Adoption Agreement.

13.02 **Definitions**

(a) **Deemed IRAs:** Each Participant may make voluntary employee contributions to the Participant's "traditional" or "Roth" IRA under the Plan, as elected by the Employer in the Adoption Agreement. The Plan shall establish a separate account or annuity for the designated IRA contributions of each Participant and any earnings properly allocable to the contributions, and maintain separate recordkeeping with respect to each such IRA.

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(b) **Deemed IRA contributions**: For purposes of this section, Deemed IRA contributions means any contribution (other than a mandatory contribution within the meaning of section 411(c)(2) of the Code) that is made by the Participant and which the Participant has designated, at or prior to the time of making the contribution, as a contribution to which this section applies.

(c) **Deemed IRA Participant:** Any Participant or Employee or group of Employees eligible to make Deemed IRA Contributions to the Plan.

(d) **IRA Trustee (or Custodian or Issuer):** The entity that provides the separate trust agreement, custodial agreement or annuity contract which the Participant executes to establish the IRA account. Throughout this document where IRA Trustee is mentioned, it shall also include an IRA Custodian; or if applicable an Issuer of the IRA Annuity Contract.

13.03 **Separate Accounting**

(a) IRAs established pursuant to this Article XIII shall be held in a trust, custodial account or an annuity (as evidenced by the separate trust, custodial agreement or annuity contract established by the Participant and shall be separate from the Trust established under this Plan to hold contributions other than deemed IRA contributions and shall satisfy the applicable requirements of sections 408 and 408A of the Code, which requirements are set forth in sections 13.04 through 13.16 below.

(b) Separate records will be maintained for the interest of each Participant or Beneficiary.

13.04 **Individual's Interest is Nonforfeitable:** The interest of an individual in the balance in his or her Deemed IRA account is nonforfeitable at all times.

13.05 **Prohibited Investments:**

(a) If the trust acquires collectibles within the meaning of Code § 408(m) after December 31, 1981, trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.

(b) No part of the trust funds will be invested in life insurance contracts.

13.06 **Reporting Duties**:

(a) The Trustee, Custodian or Issuer of the Deemed IRA shall be subject to the reporting requirements of section 408(i) of the Internal Revenue Code with respect to all Deemed IRAs that are established and maintained under the plan.

(b) The Trustee, Custodian or Issuer of a Deemed IRA shall furnish annual calendar-year reports concerning the status of the account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

13.07 **Non-Bank Trustee or Custodian**: If the Deemed IRA is held by a non-bank Trustee or Custodian, the non-bank Trustee or Custodian shall substitute another trustee or custodian if the non-bank Trustee or Custodian receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of § 1.408-2(e) of the Income Tax Regulations.

13.08 **Traditional IRA Maximum Permissible Annual Contributions:**

(a) Except in the case of a rollover contribution (as permitted by Internal Revenue Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed $5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of $500.

(b) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by $1,000 for any taxable year beginning in 2006 and years thereafter.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions,

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repayments of certain plan distributions made on account of federally declared disasters and certain amounts received in connection with the Exxon Valdez litigation.

(d) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.

(e) If this is an inherited IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.

13.09 **Roth IRA Maximum Permissible Annual Contributions:**

(a) Except in the case of a qualified rollover contribution (as defined in (g) below) or a recharacterization (as defined in (f) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the individual's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the individual's compensation (as defined in (h) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the individual's compensation is referred to as a "regular contribution." However, notwithstanding the preceding limits on contributions, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Contributions may be limited under (c) through (e) below.

(b) Applicable Amount: The applicable amount is determined below:

(1) If the individual is under age 50, the applicable amount is $5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the $5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code §219(b)(5)(D). Such adjustments will be in multiples of $500.
(2) If the individual is 50 or older, the applicable amount under paragraph (1) above is increased by $1,000 for any taxable year beginning in 2006 and years thereafter.

(c) Regular Contribution Limit. The maximum regular contribution that can be made to all the individual's Roth IRAs for a taxable year is the smaller amount determined under (1) or (2) below.

(1) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income in accordance with the following table:

Filing Status	Full Contribution	Phase-out Range	No Contribution
Single or Head of Household	$95,000 or less	Between $95,000-$110,000	$110,000 or more
Joint Return or Qualifying Widow(er)	$150,000 or less	Between $150,000-$160,000	$160,000 or more
Married- Separate Return	$0	Between $0-$10,000	$10,000 or more

An individual's modified adjusted gross income ("modified AGI") for a taxable year is defined in Code § 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the individual's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of $10 and is not reduced below $200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 408A(c)(3). Such adjustments will be in multiples of $1,000.

(2) If the individual makes regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all of the individual's Roth IRAs for that taxable year is reduced by the regular contributions made to the individual's non-Roth IRAs for the taxable year.

(d) SIMPLE IRA Limits: No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to §408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction

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with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.

(e) Inherited Roth IRA. If this is an inherited Roth IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.

(f) Recharacterization. A regular contribution to a non-Roth IRA may be recharacterized pursuant to the rules in § 1.408A-5 of the regulations as a regular contribution to this Roth IRA, subject to the limits in (c) above.

(g) Qualified Rollover Contribution. A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in § 402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of Code § 408(d)(3), except the one-rollover-per-year rule of § 408(d)(3)(B) does not apply if the distribution is from a non-Roth IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code § 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. A qualified rollover contribution also includes (1) and (2) below.

(1) All or part of a military death gratuity or service members' group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under § 408(d)(3)(B).
(2) All or part of an airline payment (as defined in § 125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment, or such other dates as provided by the Treasury Department.

(h) Compensation. For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code §401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, §401(c)(2) shall be applied as if the term trade or business for purposes of §1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to §112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under §71 with respect to a divorce or separation instrument described in subparagraph (A) of §71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in §3401(h)(2).

13.10 **Deemed IRA Annuity Contract Requirements for Roth and Traditional IRAs:**

(a) This contract is nontransferable by the individual.

(b) Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.

(c) If the premium payments are interrupted, the contract will be reinstated at any date prior to maturity upon payment of a premium to the Company, and the minimum premium amount for reinstatement shall be determined by the underlying Individual Agreement of the Annuity Contract; however, the Issuer may at its option either accept additional future payments or terminate the contract by payment in cash of the then present value of the paid up benefit if no premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than $20 per month.

13.11 **Required Minimum Distributions from a Traditional IRA:**

(a) Notwithstanding any provision of this IRA to the contrary,

(1) The distribution of the individual's interest in the Deemed IRA Custodial Account shall be made in accordance with the requirements of Code §408(a)(6) and the regulations thereunder, the provisions of

which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of Q&A-4 of § 1.401(a)(9)-6 of the Income Tax Regulations, rather than paragraphs (b), (c) and (d) below and section 13.12. The required minimum distributions calculated for this IRA may be withdrawn from another IRA of the individual in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

(2) The distribution of the individual's interest in the Deemed IRA Annuity Contract shall be made in accordance with the requirements of Code § 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 13.13(c) must satisfy the requirements of Code §408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 13.13.

(b) The entire value or interest of the Deemed IRA Account of the individual for whose benefit the account is maintained will commence to be distributed no later than:

(1) In the case of a Trust or Custodial Account, the first day of April following the calendar year in which such individual attains age 70½ (the "required beginning date") over the life of such individual or the lives of such individual and his or her designated beneficiary.

(2) In the case of an Annuity Contract, the first day of April following the calendar year in which such individual attains age 70½ (the "required beginning date") over (A) the life of such individual or the lives of such individual and his or her designated beneficiary or (B) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of §1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of §1.401(a)(9)-6. If this is an inherited IRA within the meaning of §408(d)(3)(C), this paragraph and paragraphs (c) & (d) below do not apply.

(c) The amount to be distributed each year, beginning with the calendar year in which the individual attains age 70½ and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the IRA (as determined under section 13.12(c) as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of §1.401(a)(9)-9 of the Income Tax Regulations, using the individual's age as of his or her birthday in the year. However, if the individual's sole designated beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the individual, then the distribution period is determined under the Joint and Last Survivor Table in Q&A-3 of § 1.401(a)(9)-9, using the ages as of the individual's and spouse's birthdays in the year.

(d) The required minimum distribution for the year the individual attains age 70½ can be made as late as April 1 of the following year.

(1) For distributions from a Custodial Account, the required minimum distribution for any other year must be made by the end of such year

(2) For distributions from an Annuity Contract, the first required payment can be made as late as April 1 of the year following the year the individual attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

(3) In the case of an Annuity Contract, the distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.

13.12 **Distributions Due to Death from a Traditional Deemed IRA Custodial Account:**

(a) Death On or After Required Beginning Date: If the individual dies on or after the required beginning date, the remaining portion of his or her interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the individual's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the beneficiary's age as of his or her birthday in the year following the year of the individual's death, or over the period described in paragraph (a)(3) below if longer.

(2) If the individual's sole designated beneficiary is the individual's surviving spouse, the remaining interest will be distributed over such spouse's life expectancy or over the period described in paragraph (a)(3) below if longer. Any interest remaining after such spouse's death will be distributed over such spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the

spouse's death, or, if the distributions are being made over the period described in paragraph (a)(3) below, over such period.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (a)(1) or (a)(2) above, the remaining interest will be distributed over the individual's remaining life expectancy determined in the year of the individual's death.

(4) The amount to be distributed each year under paragraph (a)(1), (2) or (3), beginning with the calendar year following the calendar year of the individual's death, is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's or individual's age in the year specified in paragraph (a)(1), (2) or (3) and reduced by 1 for each subsequent year.

(b) Death Before Required Beginning Date: If the individual dies before the required beginning date, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under §402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

(2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) The amount to be distributed each year under paragraph (b)(1) or (2) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) IRA Value: The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations.

(d) Spouse as Sole Beneficiary: If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

(e) Distribution may be met in another IRA: The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of §1.408-8 of the Income Tax Regulations.

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13.13 **Distributions Due to Death from a Traditional Deemed IRA Annuity Contract:**

(a) Death On or After Required Distributions Commence. If the individual dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract option chosen.

(b) Death Before Required Distributions Commence. If the individual dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

(2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the individual's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(e) If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

(f) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

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13.14 **No Required Minimum Distribution from Roth Deemed IRA Account:** No amount is required to be distributed prior to the death of the individual for whose benefit the account was originally established. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C), this paragraph does not apply.

13.15 **Distributions Due to Death from a Roth Deemed IRA Custodial Account**:

(a) Notwithstanding any provision of this IRA to the contrary, the distribution of the individual's interest in the account shall be made in accordance with the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations (taking into account Code § 408A(c)(5)), rather than the distribution rules in paragraphs (b), (c) and (d) below.

(b) Upon the death of the individual, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

(2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) The amount to be distributed each year under paragraph (b)(1) or (2) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations.

(d) If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

(e) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

13.16 **Distributions Due to Death from a Roth Deemed IRA Annuity Contract:**

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(a) Notwithstanding any provision of this IRA to the contrary, the distribution of the individual's interest in the IRA shall be made in accordance with the requirements of Code § 408(b)(3), as modified by § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 13.16(c) must satisfy the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (b), (c), (d) and (e) below.

(b) Upon the death of the individual, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

(2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purposes of paragraph (b)(2) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(e) If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary

(f) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

Article XIV - Multiple Employer Plans

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14.01 **Multiple Employer Plans**: If elected by the Employer in the Adoption Agreement, the Plan may also be adopted, by other employers that are not aggregated with the Employer under §414(b), (c), (m), or (o) of the Code. Such employers shall adopt the Plan by executing a separate Participation Agreement. In this case, the adopting Employer and each Participating Employer acknowledge that the Plan is a multiple employer plan subject to the rules of §413(c) and the regulations thereunder which are herein incorporated by reference, specific annual reporting requirements, and different procedures for obtaining determination letters from the Internal Revenue Service regarding the qualified status of the plan.

14.02 **Plan Participation and Vesting:** For purposes of plan participation and vesting, the adopting Employer and all Participating Employers shall be considered a single employer. An Employee's service includes all service with the adopting Employer or any Participating Employer (or with any employer aggregated with the adopting or Participating Employer under §414(b), (c), (m), or (o)). An Employee who discontinues service with a Participating Employer but then resumes service with another Participating Employer shall not be considered to have severed employment.

14.03 **Separate Elections:** Except to the extent that the Participation Agreement allows, and the Participating Employer makes, separate elections with respect to its employees, the Participating Employer shall be bound by the terms of the Plan and Trust, including amendments thereto and any elections made by the adopting Employer.

14.04 **Plan Limitations:** The limitation under the Plan relating to the requirements of §§415, 402(g) and 414(v) of the Code shall be applied to the plan as a whole. The requirements of §§410(b), 401(a)(4), 401(m)(2)(A), and 414(q), where applicable shall be applied separately to each Participating Employer.

14.05 **Forfeitures:** If elected by the Adopting Employer in the Adoption Agreement, Forfeitures shall be applied to the Participating Employer who incurred the Forfeiture.

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Volume Submitter 403(b) Adoption Agreement #04002

Wadsworth City School District, OH

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Non-ERISA VOLUME SUBMITTER 403(b) PLAN DOCUMENT FOR PUBLIC SCHOOLS, ADOPTION AGREEMENT #04002

The undersigned Employer hereby adopts a section 403(b) plan in the form a Volume Submitter 403(b) plan attached hereto, and agrees that the following terms, definitions, and elections shall be part of such 403(b) Plan. Where applicable, certain Items have a Default Provision indicated below the Item number that will apply if no election is made by the Employer.

EMPLOYER INFORMATION

1. Employer Name: Wadsworth City School District

Address: 524 Broad St.

City: Wadsworth	State: OH	Zip Code: 44281	Phone: 330-335-1302

2. Contact Person: Douglas D. Beeman	Phone: 330-335-1302	Email: dbeeman@wadsworthschools.org

3. Employer Identification Number: 34-6002962

4. The Administrator shall be (entity that administers the Plan):

☐ (a)	The Employer	☐ (b)	The Employer Jointly with the Vendors
☒ (c)	A designated Administrator (specify): TSA Consulting Group, Inc.		

PLAN INFORMATION

5. Sponsor of the 403(b) Volume Submitter Plan: TSA Consulting Group, Inc.

Address: 15 Yacht Club Drive NE, Fort Walton Beach FL 32548

Phone: 888-777-5827	E-mail: programservices@tsacg.com

6. (a) Name of Plan: Wadsworth City School District 403(b) Plan
(b) This Plan is a Multiple Employer Plan ☐ Yes; ☒ No. If Yes, name of Plan Sponsor: _____

7. (a) Plan Year:
- ☒ (1) The calendar year;
- ☐ (2) The 12-consecutive month period beginning on _____; or
- ☐ (3) An initial short Plan Year beginning on _____ and ending on _____ and thereafter the 12-consecutive month period beginning on _____ and ending on _____
- ☐ (4) A short Plan Year beginning on _____ and ending on _____

(b) Limitation Year:
- ☐ (1) The Plan Year
- ☒ (2) The calendar year
- ☐ (3) The 12-consecutive month period beginning on _____
- ☐ (4) An initial short Plan Year beginning on _____ and ending on _____ and thereafter the 12-consecutive month period beginning on _____ and ending on _____
- ☐ (5) A short Plan Year beginning on _____ and ending on _____

8. Effective Date: The Employer has completed and signed this Adoption Agreement in order to:

		Initial Effective Date	Amendment/Restatement Effective Date
☐ (a)	Establish a new 403(b) plan (not earlier than the 1st day of current Plan Year)		N/A
☒ (b)	Restate a 403(b) plan previously adopted by the Employer (restatement date cannot be earlier than 1-01-2009, but not later than 1-01-2010 unless the initial effective date is after 1-01-2010)	01/01/2009	01/01/2010
☐ (c)	Amend a 403(b) plan previously adopted by the Employer (Amendments made, if applicable: _____)		_____

9. The Plan shall accept the following contribution types (check all that apply and complete the corresponding section(s) of the Adoption Agreement, if applicable):

☒ (a)	Pre-Tax Elective Deferrals	☒ (j)	Rollovers
☒ (b)	Post-Tax Roth Elective Deferrals	☒ (k)	Plan–to-Plan Transfers
☒ (c)	Age 50 Catch-up Contributions	☒ (l)	Exchanges (as outlined in the Administrative Appendix)

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☐ (d)	Special Catch-up after 15 years of service	☐ (m)	PTO – Sick Leave
☐ (e)	Nondeductible Employee (After-Tax) Contributions	☐ (n)	PTO – Vacation
☐ (f)	Mandatory Employee Contribution	☐ (o)	Social Security Replacement
☒ (g)	Employer Nonelective Contributions pursuant to the Collective Bargaining Agreement and/or the employment contract	☐ (p)	ORP Contributions subject to Article XII of the Plan
☐ (h)	Employer Matching Contributions pursuant to the Collective Bargaining Agreement and/or the employment contract	☐ (q)	Supplemental 403(b) Contributions (subject to Article XII of the Plan)
☒ (i)	Post-Employment Employer Contributions	☐ (r)	Deemed IRA

10. In computing a Participant's Compensation (as defined under Section 2.14 of the Plan, the following shall be excluded:

		All Contributions	Elective Deferrals	Mandatory Contributions	Employer Contributions
☒ (a)	No exclusions. All compensation will be included.	☒	☐	☐	☐
☐ (b)	Overtime	☐	☐	☐	☐
☐ (c)	Bonuses	☐	☐	☐	☐
☐ (d)	Other (describe another exclusion, for example, stipends):	☐	☐	☐	☐

11. (a) Compensation shall be determined over the following Determination period: ☐ (1) the Plan Year; or ☒ (2) a consecutive 12-month period ending with or within the Plan Year. Enter the day and the month this period begins: 01 (day) 01 (month). For Employees whose date of hire is less than 12 months before the end of the 12-month period designated, compensation will be determined over the Plan Year.

(b) For purposes of allocating Employer Contributions, Compensation ☐ (1) shall ☒ (2) shall not include amounts paid prior to a Participant's Entry Date.

12. Allocation Periods for Contributions (This will determine if additional contributions need to be made for a given year:

		All Contributions	Matching	Nonelective
☐ (a)	Weekly	☐	☐	☐
☐ (b)	Bi-Weekly	☐	☐	☐
☐ (c)	Quarterly	☐	☐	☐
☐ (d)	Annual	☐	☐	☐
☒ (e)	Per Pay	☒	☐	☐
☐ (f)	Other (specify): _____	☐	☐	☐

ELIGIBILITY AND PARTICIPATION – ELECTIVE DEFERRALS

13. The following Employees shall be eligible under the Plan to make Elective Deferrals (Check (a) or (b)):

☐ (a) All Employees of the Employer.

☒ (b) All Employees of the Employer except the following category(ies):

☐ (1) Nonresident aliens described in section 410(b)(3)(C) of the Code, who receive no earned income from the Employer which constitutes income from sources within the U.S.

☐ (2) Employees who normally work less than 20 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Internal Revenue Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12- month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12- month period shall then be eligible to participate in the

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Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard.

☐ (3) Employees who are eligible to make Elective Deferrals under another plan, including an IRC section 457(b) eligible governmental plan; a 401(k) qualified cash or deferred arrangement of the Employer or another section 403(b) Plan of the Employer

☒ (4) Employees who are students performing services described in section 3121(b)(10) of the Code.

(c) If 13(b)(2) is elected above, then the following rule will apply for subsequent years in determining whether the Employee is eligible for the Plan. The initial computation period shall begin on the date of hire and end on the anniversary thereof. Subsequent eligibility computation periods shall commence with:

☐ (1) the anniversary of the Employee's employment commencement date; or
☐ (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.

(d) ☐ (1) The Employer elects to reduce the required Hours of Service per year in 13(b)(2) to _____ (not to exceed 1000) Hours; or
☐ (2) N/A.

14. The Entry Date of a Participant with respect to Elective Deferrals shall be:

☐ (a) On the first day of the month following date of employment;
☐ (b) After the completion of _____days (may be 30 or 60 days, if Employee receives information on the Plan within the first 30 days of employment)
☒ (c) Entry Date shall mean the Employee's employment commencement date and deferrals elections shall be effective in the next pay period.
☐ (d) Other (Specify. May not exceed 60 days from satisfaction of eligibility requirements): _____

15. Employees are permitted to make Pre-Tax Elective Deferrals to the Plan as follows:

☒ (a) Elective Deferrals of up to the maximum amount permitted under sections 403(b) and 415 of the Code are permitted.
☐ (b) Elective Deferrals of up to _____ % (not to exceed 100%) of a Participant's Compensation are permitted.

16. If Roth 403(b) Elective Deferrals are permitted under the Plan then Excess Deferrals will first be corrected from the:

☒ (a) regular Pre-tax Elective Deferral Account; or
☐ (b) Roth Elective Account
☐ (c) N/A.

AUTOMATIC ENROLLMENT

In consideration of the following provisions, an Employer should determine whether automatic enrollment is permitted under the applicable State law prior to adopting this provision.

17. The Eligible Automatic Contribution Arrangement (EACA) provisions of Article 3.03 of the Plan:
☒ (a) shall not apply
☐ (b) shall apply and the Default Percentage indicated below shall be automatically withheld and contributed to the Plan as a Pre-Tax Elective Deferral.

18. (a) Covered Employee for Purposes of Eligible Automatic Contribution Arrangement (EACA):
Employees covered under the EACA are (Check one of the options below.):

☐ (1) All Participants
☐ (2) All Participants who do not have an affirmative election in effect regarding Elective Deferrals
☐ (3) All Participants who become Participants on or after the effective date of the EACA and who do not have an affirmative election in effect regarding Elective Deferrals

(b) Default Percentage (Check one of the options below and insert a percentage or percentages and, if applicable, a date.):

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☐ (1) The Default Percentage is _____% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period)

☐ (2) The initial Default Percentage is _____% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period) and will increase by one percentage point as described in Section 3.03 of Article III of the Plan until the Default Percentage is _____%. (Insert the highest default percentage that will apply) Each increase will be effective with the first pay period of the Plan Year or the first pay period after the date inserted here: _____.

ROLLOVER/TRANSFER AND OTHER EMPLOYEE CONTRIBUTION PROVISIONS

19. (a) Direct Rollovers: The Plan will accept a Direct Rollover of an Eligible Rollover Distribution from (check each that applies or N/A):

☐ (1) N/A. The Plan will not accept Direct Rollovers from any plan.
☒ (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding After-Tax employee contributions.
☐ (3) an annuity contract described in section 403(b) of the Code, including After-Tax employee contributions.
☒ (4) an annuity contract described in section 403(b) of the Code, excluding After-Tax employee contributions.
☒ (5) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(b) The Plan ☒ (1) will ☐ (2) will not accept Designated Roth accounts from any of the plans selected in 19(a)

20. Participant Rollover Contributions

(a) Participant Rollover Contributions from Other Employer Plans: The Plan will accept a Participant contribution of an Eligible Rollover Distribution from (check each that applies or N/A):

☐ (1) N/A. The Plan will not accept Rollover Contributions from any employer plan.
☒ (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding after-tax employee contributions.
☒ (3) an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions.
☒ (4) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(b) The Plan ☒ (1) will ☐ (2) will not accept Designated Roth accounts from any of the plans selected in 20(a)

(c) Participant Rollover Contributions from IRAs**:** The Plan (choose one):

(1) ☒ will (2) ☐ will not accept a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

21. In-Plan Roth Rollovers:

(a) The Plan ☒ (1) will ☐ (2) will not permit In-Plan Roth Rollovers of distributable amounts.

(b) The Plan ☒ (1) will ☐ (2) will not permit In-Plan Roth Rollovers of otherwise non-distributable amounts.

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22. Deemed IRA Contributions. A Participant may make Deemed IRA contributions to the following type(s) of IRA Accounts established in accordance with Article XIII of the Plan:

☐ (a) Traditional
☐ (b) Roth
☐ (c) Either (a) or (b) above as designated by the Participant at the time the contribution is made

23. Mandatory Employee Contributions shall be required to be made by the following Employees:

☐ (a) _____% of each eligible Employee's Compensation if such Employee was hired after: _____; and if applicable
☐ (b) _____% of each eligible Employee's Compensation if such Employee was hired after _____, and was a participant in _____ (e.g. state retirement plan) but after receiving a choice has elected to participate in this Plan.

DISTRIBUTION PROVISIONS

24. Pursuant to the underlying Individual Agreements, the following transactions are permitted:

(a) Select all that apply and specify the corresponding sources from which the withdrawal can be made:

		All Contributions	Elective Deferrals	Mandatory Contributions	Employer Contributions
☒ (1)	Financial Hardship Distributions	☒	☐	☐	☐
☒ (2)	Loans	☒	☐	☐	☐
☒ (3)	Distributions at age 59 ½	☒	☐	☐	☐

(b) The following transactions are permitted:

☒ (1)	Plan-to-Plan transfers to another Employer Plan
☒ (2)	Transfers to a State Retirement Plan to purchase service credits
☒ (3)	Distribution of Rollover Contributions at any time

(c) The following distributions are permitted from Employer Contributions under Annuity Contracts only:

☒ (1)	Attained Age of 59 1/2
☐ (2)	After _____ Years of Service

25. If permitted by the underlying Individual Agreements, the Plan (a) ☐ will, (b) ☒ will not permit the distribution of Small Account Balances from the Plan.

EMPLOYER CONTRIBUTIONS

26. Employer Contributions

☐ (a) Employer Contributions shall not be made.

☒ (b) Employer Contributions shall be made as follows (check all types that apply):

☒ (1) Employer Contributions shall be made in accordance with any applicable collective bargaining agreements or employment contracts as shall be determined from time to time by the Employer.
☐ (2) Discretionary Contribution Formula: Nonelective Employer contributions will be allocated to each Participant in the ratio that such Participant's Compensation bears to the compensation of all Participants to whom Nonelective Employer contributions are allocated determined annually by the Employer.
☐ (3) Definite Contribution Formula: For each Plan Year, the Employer will contribute for each eligible Participant an amount equal to _____% or $_____ of such Participant's Compensation.
☒ (4) Employer Post-Employment Contributions shall be made.
☐ (5) Employer Matching Contributions shall be made under the following formula:
  ☐ (A) _____ percent of the Participant's Elective Deferrals
  ☐ (B) _____ percent of the Participant's Employee Contributions
  ☐ (C) The Employer shall not match amounts provided in excess of $_____, or in excess of _____ percent, of the Participant's Compensation
  ☐ (D) An amount, if any, determined by the Employer
☐ (6) ORP Contributions under the State of _____ made pursuant to the applicable laws of the ORP.

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☐ (7) Employees hired after _____ where such Employees are making a Mandatory Employee Contribution of _____%, shall receive an Employer Nonelective Contribution of _____% of Compensation.

ELIGIBILITY AND PARTICIPATION – EMPLOYER CONTRIBUTIONS

27. All Employees of the Employer (including employers required to be aggregated under sections 414(b), (c), (m), or (o) of the Code) will be eligible to participate in this Plan except the following:

		Nonelective	Matching
☒ (a)	N/A. There is no age or service requirement.	☐	☐
☐ (b)	Employees who have not attained age (cannot exceed age 21)	☐	☐
☐ (c)	Employees who have not completed _____Year(s) of Service; or _____ Month(s) of Service; or _____ Day(s) of Service. (Cannot exceed 1 year unless the Plan provides a nonforfeitable right to 100% of the Participant's account balance derived from Employer contributions after not more than 2 years of service in which case up to 2 years is permissible. If the Year(s) of Service selected is or includes a fractional year, an employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.)	☐	☐

28. All Employees who are members of eligible classes of employees shall be eligible to participate in the Plan except:

		Nonelective	Matching
☒ (a)	N/A. There are no exclusions	☐	☐
☐ (b)	Nonresident Aliens (see Section 2.28 of the Plan)	☐	☐
☐ (c)	Employees who become Employees as the result of a "section 410(b)(6)(C) transaction"	☐	☐
☐ (d)	Employees of the following employer(s) aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code: _____	☐	☐
☐ (e)	Hourly Rated Employees	☐	☐
☐ (f)	Other (specify): _____ *(Note: Insert an exclusion category, e.g. Division A Employees.)*	☐	☐
☐ (g)	Nonresident Aliens (see Section 2.28 of the Plan)	☐	☐

29. (a) Eligibility under the Plan will be extended to all Employees who satisfied the eligibility requirements of this Plan with the following prior unrelated employer(s): ☐ (1) _____; ☒ (2) N/A

(b) The eligibility and service requirements in Item #27 above ☐ (1) are ☐ (2) are not waived with respect to Employees employed on the Effective Date of this Plan. If these requirements are waived, such Employees shall become Participants in the Plan as of the Effective Date of the Plan.

30. Service for eligibility and vesting will be determined on the basis of the method selected below. Only one method may be selected and such method will be applied to all Employees covered under the Plan.

☐ (a) On the basis of actual hours for which an Employee is paid or entitled to payment
☐ (b) On the basis of days worked. An Employee will be credited with ten (10) hours of service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the day
☐ (c) On the basis of weeks worked. An Employee will be credited with forty-five (45) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the week
☐ (d) On the basis of semi-monthly payroll periods. An Employee will be credited with ninety-five (95) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period
☐ (e) On the basis of months worked. An Employee will be credited with one hundred ninety (190) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the month
☐ (f) On the basis of Elapsed Time, as provided for in Section 2.43(b)(2) of the Plan

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31. (a) Subsequent Eligibility Computation Periods shall commence with:
☐ (1) the anniversary of the Employee's employment commencement date; or
☐ (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.

(b) Subsequent Vesting Computation Periods shall commence with:
☐ (1) the anniversary of the Employee's employment commencement date; or
☐ (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.

32. An Employee who has completed the eligibility requirements shall enter the Plan on the following Entry Date:

		Nonelective	Matching
☐ (a)	There are no age and service requirements. Entry Date shall mean the Employee's employment commencement date.	☐	☐
☒ (b)	The day on which the Employee satisfies the eligibility requirements	☒	☐
☐ (c)	The first day of the Plan Year in which the Employee satisfies the eligibility requirements	☐	☐
☐ (d)	The first day of the first month or the first day of the 7th month of the Plan Year coinciding with or next following the satisfaction of the Plan's eligibility requirements	☐	☐
☐ (e)	The first day of the month in which the Participant satisfies the eligibility requirements	☐	☐
☐ (f)	The first day of the following months after the Employee satisfies the eligibility requirements _____	☐	☐

33. All of an Employee's Years of Service with the Employer are counted to determine the Vested Percentage in the Participant's Employer Contribution except:
☐ (a) N/A. All Years of Service will count toward Vesting
☐ (b) Years of Service before age 18
☐ (c) Years of Service before the Employer maintained this Plan or a predecessor plan

34. Each Participant's Vested Percentage in his Employer Contribution Account shall be determined as follows:

	Nonelective	Matching
☒ (a) Vesting Formula #1 - 100% vested at all times	☐	☐
☐ (b) Vesting Formula #2 - 100% vested after _____ (not to exceed three) Years of Service	☐	☐
☐ (c) Vesting Formula #3: Years of Service — Vested Percentage Less than 1 — _____ 1 — _____ 2 — _____ (not less than 20%) 3 — _____ (not less than 40%) 4 — _____ (not less than 60%) 5 — _____ (not less than 80%) 6 or more — 100%	☐	☐

☐ (d) Notwithstanding the Vesting Formula selected above, all Participants as of _____ will be 100% vested.

35. Forfeitures not used to restore Participant's Accounts or pay expenses will be (choose one):

	Nonelective	Matching
☐ (a) allocated in addition to the Employer Contributions	☐	☐
☐ (b) used to reduce any required Employer contributions	☐	☐
☐ (c) used to reduce Employer Matching Contributions and any remainder allocated in addition to the Employer Contribution	☐	☐

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☐ (d) used to reduce Employer Contributions in the following order and manner: ☐ (1) for the current Plan Year ☐ (2) for the subsequent Plan Year ☐ (3) Other (describe; must be determined on a nondiscriminatory basis): _____	☐	☐

☒ (e) N/A. 100% vesting has been elected and there are no forfeitures under the Plan.

36. Forfeitures arising on account of termination of employment shall be allocated as of the last day of the Plan Year which is concurrent with or next follows:

☐ (a)	Employee's termination of employment
☐ (b)	Employee having incurred a 1-year Break in Service
☐ (c)	Employee having incurred 2 consecutive 1-year Breaks in Service
☐ (d)	Employee having incurred 5 consecutive 1-year Breaks in Service
☐ (e)	The later of the payment of the vested benefit or the Employee having incurred 5consecutive 1-year Breaks in Service
☒ (f)	N/A. 100% vesting has been elected and there are no forfeitures under the Plan.

OVERRIDING LANGUAGE FOR MULTIPLE PLANS

37. If the Participant is covered under another Section 403(b) plan of the Employer, other than a Section 403(b) Volume submitter or prototype plan, the provisions of Section 5.01 of Article V will apply as if the other plan were a Section 403(b) volume submitter or prototype 403(b) plan.

RELIANCE ON ADVISORY LETTER AND ACKNOWLEDGEMENTS

38. Reliance and Acknowledgements:

- This Adoption Agreement may be used only in conjunction with basic Plan Document #04.
- The Sponsor will inform the adopting Employer of any amendments it makes to the Plan or of its discontinuance or abandonment of the Plan.
- The Employer must complete a new signature page if it modifies any prior elections or makes new elections in its Adoption Agreement.
- Failure to properly complete this Adoption Agreement may result in loss of favorable tax treatment for the Plan. The Employer's tax advisor should review the Plan and this Adoption Agreement prior to the Employer adopting such plan.
- The Employer may rely on the Advisory Letter issued for the approved specimen plan, except to the extent that the Employer's Plan is not identical to the approved specimen plan, disregarding any differences attributable solely to the Employer's choices of options provided under the specimen plan.

AUTHORIZED SIGNATURE AND CERTIFICATION

39. The undersigned Employer acknowledges receipt of a copy of the Plan, Administrative Appendix and this Adoption Agreement on the date indicated below. The adopting Employer by signing below certifies that:

- The Employer is an educational organization described in section 170(b)(1)(A)(ii); and
- For purposes of the nondiscrimination requirements of section 403(b)(12) the Plan is a Governmental Plan within the meaning of section 414(d) of the Code of a Public School; or a Governmental Plan of an organization described in section 501(c)(3) of the Code.

Name of Employer: Wadsworth City School District	
Signature of Employer: DDB	Date: 3/16/2020
Name of Signer: Douglas D. Beeman	Title: Treasurer

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ADMINISTRATIVE APPENDIX

EMPLOYER NAME: Wadsworth City School District

PART A: RESPONSIBILITIES

The following checklist outlines responsibilities associated with the Plan and the entity obligated to each item. If there is an item without an assignment of responsibility, such item becomes the duty of the Employer as the sponsor of the plan.

		TPA	Vendor(s)	Employer	Other (specify)	N/A
I. PLAN FINANCIAL REPORTING						
1.	Review and verify accuracy of Spark File or other Data Sharing Information and notify Vendor of errors. (This includes an annual audit to make sure that all amounts and sourcing did get credited to the proper participant in the Plan.)	☒	☐	☐		☐
II. ENROLLMENT OF PARTICIPANTS						
2.	If applicable, provide Employee census information prior to each entry date to determine eligibility	☐	☐	☐		☒
3.	Evaluate eligibility to determine who enters the plan on each entry date	☐	☐	☐		☒
4.	Provide enrollment forms to eligible employee (for deferral elections, investment elections, and beneficiary designations)	☒	☒	☒		☐
5.	Provide mandatory notices at enrollment for Universal Availability	☒	☐	☒		☐
6.	Provide other required notices at enrollment, such as "deemed" control group (owning outside business)	☐	☐	☒		☐
7.	Verify deferral percentage for new participants	☐	☐	☐		☒
8.	Analyze eligibility service and vesting service to be credited to rehired employees	☐	☐	☐		☒
9.	If Plan does not provide for full and immediate vesting, determine forfeitures that must be restored for rehired participants	☐	☐	☒		☐
10.	If certain types of compensation is excluded, evaluate compensation types for participant and ensure that deferrals are being removed from all relevant compensation types (check exclusions, e.g., stipends, coaching bonuses, club sponsorships)	☐	☐	☒		☐
11.	Confirm that proposed deferrals do not exceed plan defined limits or legal maximums	☒	☐	☒		☐

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ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
12.	Verify entry and commencement of deferrals for new participants	☐	☐	☒		☐
13.	Provide completed enrollment forms to Vendor (Agent)	☐	☒	☐		☐
14.	Maintain copies of deferral and investment elections and all changes made	*☒	☐	☐	*SRA Services Only	☐
15.	Collect and maintain copies of beneficiary designations and changes to same	☐	☒	☐		☐
16.	If Plan does not provide for full and immediate vesting, determine initial vesting computation period	☐	☐	☒		☐
III. CONTRIBUTION DETERMINATION						
17.	Identify census parameters	☐	☐	☐		☒
18.	Provide census information to determine contribution limits, vesting	☐	☐	☒		☐
19.	If Employees are not immediately eligible, determine employees eligible to participate in each type of contribution allocation	☐	☐	☐		☒
20.	Verify type of contributions made (pre-tax deferral, Roth, employer, rollovers, etc.)	☒	☒	☒		☐
21.	If compensation is excluded, determine includible compensation for participant for each type of contribution, if different	☐	☐	☒		☐
22.	Determine amount of each type of employer contribution for each participant	☐	☐	☒		☐
23.	If Plan accepts Employer contributions, determine amount of true-up matching contribution at year end (if any)	☐	☐	☒		☐
24.	If Plan accepts Employer contributions, verify that matching contributions do not exceed plan defined limits	☒	☐	☒		☐
25.	If Plan accepts Employer contributions, determine maximum contribution under IRC §415 and verify that contributions do not exceed that limit	☒	☐	☒		☐
26.	Determine and maintain records of separate accounting for all types of contributions	☒	☒	☒		☐

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ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
IV. VESTING AND FORFEITURES						
27.	Determine and maintain records of vesting service	☐	☐	☒		☐
28.	Determine and maintain records of vested percent	☐	☐	☒		☐
29.	Determine timing of forfeiture from a participant's account	☐	☐	☒		☐
30.	Determine use of forfeiture	☐	☐	☒		☐
31.	Determine amount to be contributed based on use of forfeitures to reduce employer contribution (if applicable)	☐	☐	☒		☐
V. OTHER ALLOCATIONS						
32.	Allocate investment gains/losses	☐	☒	☐		☐
33.	Allocate contribution	☐	☒	☐		☐
VI. ANNUAL COMPLIANCELIMITATIONS						
34.	Prepare annual Universal Availability Notice	☒	☐	☒		☐
35.	Deliver annual Universal Availability Notice	☐	☐	☒		☐
36.	Monitor statutory limits – Annual 415 limit, Compensation §401(a)(17), Elective Deferrals §402(g), Age 50 Catch-up §414(v), 15 year Catch-up	☒	☐	☐		☐
37.	Determine if additional plans must be aggregated with this Plan for overall limits	☒	☐	☐		☐
VII. ELECTIVE DEFERRALS						
38.	Process and verify deferral elections each payroll period to ensure proper deferral by participant, including deferral changes	*☒	☐	☒	*SRA Services Only	☐
39.	Reconcile deferral changes made between payrolls	*☒	☐	☒	*SRA Services Only	☐
40.	Provide annual mandatory notices (Universal Availability, Automatic Enrollment, Other _____) (if applicable)	☒	☐	☒		☐
41.	If Universal Availability failed, determine amount to be contributed with lost earnings. Amounts are contributed as earmarked as a QNEC (employer contribution). Amend plan to accept QNECs if necessary	☐	☐	☐		☒

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ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
42.	Ensure deposits of salary deferrals are made to Vendor within required timeframe	*☒	☐	☒	*If Common Remitting Provided	☐
VIII. DISTRIBUTIONS OF BENEFITS						
43.	Prepare and maintain distribution notices and elections	☐	☒	☐		☐
44.	Provide distribution forms to participant, including 402(f) notice for rollover information	☐	☒	☐		☐
45.	Review distribution forms to see if fully completed and signed by appropriate parties	☒	☒	☐		☐
46.	Evaluate eligibility to receive a distribution	☒	☒	☐		☐
47.	Authorize distributions and other transactions	☒	☒	☐		☐
48.	Confirm vested interest on termination of employment	☐	☒	☐		☐
49.	Determine amount to be distributed	☒	☒	☐		☐
50.	If Plan permits Roth Deferrals, determine basis in Roth Distributions	☐	☒	☐		☐
51.	If Plan permits Roth Deferrals, determine and maintain beginning date for Roth qualification period	☐	☒	☐		☐
52.	If Plan permits Roth Deferrals, determine whether Roth distribution is qualified	☒	☒	☐		☐
53.	Proper Income tax withholding deposit made and IRS reporting on Form 945	☐	☒	☐		☐
54.	Form 1099-R provided to participant and IRS	☐	☒	☐		☐
55.	Determine cash-out amounts for the year (e.g., accounts for terminated participants with less than $1,000 value). Only available for Group Annuities or Group Custodial Agreements	☐	☐	☐		☒
56.	If elected under the Plan, determine amounts to be moved to an automatic IRA rollover (e.g., amounts for terminated participants with $1,000 to $5,000 in value)	☐	☐	☐		☒
57.	If permitted under the Plan, evaluate eligibility for hardship distribution	☒	☐	☐		☐
58.	If permitted under the Plan, notify of ceasing deferrals for 6 months, confirm that deferrals have ceased, solicit new deferral form after 6 months	☐	☐	☐		☒

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ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
59.	Evaluate proposed QDRO to determine if it qualifies as such	☒	☐	☐		☐
60.	Communicate to participant/former spouse regarding QDRO receipt (and provide copy of QDRO Policy) and QDRO determination	☒	☐	☐	Legal Counsel	☐
61.	Segregate account and initiate distribution to Alternate Payee	☐	☒	☐		☐
62.	Authorize and verify requirements for Exchanges, 403(b) Transfers and Transfers to State DB Plan	☒	☐	☐		☐
IX. PARTICIPANT LOAN, IF AVAILABLE						
63.	Provide copy of loan procedure/policies to participants	☐	☒	☐		☐
64.	Prepare and retain loan documents (e.g., promissory note, etc.) for each participant loan	☐	☒	☐		☐
65.	Determine maximum amount that may be borrowed	☒	☒	☐		☐
66.	Provide Loan Request Forms to participants	☐	☒	☐		☐
67.	Confirm proper completion of loan application	☐	☒	☐		☐
68.	Approve loan	☒	☐	☐		☐
69.	Verify that proper loan payment procedures are in place	☐	☒	☐		☐
70.	Determine defaulted and offset loans	☐	☒	☐		☐
71.	Prepare Form 1099-R on defaulted loan	☐	☒	☐		☐
X. MISCELLANEOUS						
72.	Identify participants required to take a Required Minimum Distribution (RMD), including terminated employees, beneficiaries	☐	☒	☐		☐
73.	Provide timely notice of RMD requirement	☐	☒	☐		☐
74.	Determine minimum distribution amount	☐	☒	☐		☐
75.	Annually review of all Vendor documents including distribution forms, custodial agreements, annuity contracts, withholding notices and elections, etc.	☐	☒	☐		☐

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ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
XI. PLAN QUALIFICATION						
76.	Prepare Plan document	☒	☐	☐		☐
77.	Prepare Amendments, Required and optional	☒	☐	☐		☐
78.	Prepare written procedures/policies, where applicable	☒	☐	☒		☐

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PART B: PLAN VENDOR SCHEDULE

This Schedule may be amended from time to time and must be completed and executed by the Employer. Complete multiple pages if necessary.

Please note the following procedures for Transfer/Exchanges:

- The minimum amount for Transfers/Exchanges shall be $0.00.
- Exchanges will be permitted between all Vendors in sections I and II unless otherwise restricted. Please specify any restrictions here: The participant must have a pre-existing account with the section II vendor.
- Transfers are permitted at any time unless restricted as follows:-N/A

I. LIST OF APPROVED VENDORS

These Vendors are authorized to establish new participant accounts, receive ongoing contributions and incoming Transfers and Exchanges (unless restricted above) from Approved Vendors and Grandfathered Vendors.

Name of Vendor	Funding Vehicle	
	Custodial Agreement	Annuity Contract
AIG Retirement Services (VALIC)	☒	☒
Ameriprise Financial	☒	☒
ASPire Financial Services	☒	☒
AXA Equitable Life Insurance Company	☒	☒
Gleaner Life Insurance Society	☒	☒
Metropolitan Life Insurance Company	☒	☒
Pacific Life	☒	☒
PFS Investments (Primerica)	☒	☒
The Legend Group-A Lincoln Investment Co	☒	☒

II. LIST OF GRANDFATHERED VENDORS

These Vendors are authorized to receive ongoing contributions and incoming Transfers and Exchanges (unless restricted above) from Approved Vendors and Deselected Vendors. Assets are not available for Participant Loans and Hardship Distributions unless other procedures apply; specify: The consistent receipt of electronic plan level information is required.

Name of Vendor	Funding Vehicle	
	Custodial Agreement	Annuity Contract

Employer Name: **Wadsworth City School District**

Effective Date of Plan Vendor Schedule: ☐ Immediate; or ☒ on April 1, 2020.

Note: The Plan Vendor Schedule is no longer a part of the 403(b) Plan document. Employers may therefore change the investment providers without completing a new Adoption Agreement.

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

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

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

District of Attendance

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

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

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

	Name of Student	Address of Student
1.	[redacted]	Wadsworth OH 44281
2.		Wadsworth, OH 44281

DISTRICT OF SERVICE

District of Attendance Superintendent/Designee Signature Date

District of Attendance Treasurer/Designee Signature Date

DISTRICT OF RESIDENCE

District of Residence Superintendent/Designee Signature Date

District of Residence Treasurer/Designee Signature Date

The Educational Service Center of Medina County
2020-2021
County Service Agreement
Wadsworth City Schools

The Wadsworth City School District Board of Education (IRN # 044974) agrees to legislated (O.R.C. 3313.843 and 3313.845) contracted services provided to the Wadsworth City Schools by the Educational Service Center of Medina County (IRN # 048454).

2020-2021 ESTIMATED DATA
School District Estimated ADM ——— **4580**

	Rate	Estimated Cost
I. Comprehensive Services		
A. _X_ Universal Services	$3.50 /ADM	$16,030
Staff Development Programming		
Gifted and Talented Network		
High School Academic Challenge - Middle School Academic Challenge		
Robotics - "24" Tournaments - Mock Trial - Visual & Performing Arts Identification		
College and Career Fair		
Curriculum Services		
Curriculum Development - Counselor Forum - Principal Meetings		
Curriculum Leaders Meetings - STEM Initiatives		
HB Smith Teacher of Excellence - Master Teacher		
"Future Ready" - Progress Book - Data Map Support		
Personnel Services		
Superintendent and Treasurer Searches		
PDExpress - LPDC/IPDP Program		
OSHA, BCI&I and FBI Services		
Inkspot-Student Literary Review		
Ohio Department of Education Program Trainings		
Student Services		
SPED Directors Meetings - Para-Professional Training		
Scholarships		
Cooperative Purchasing		
Superintendent/Legislator Meetings		
Top Scholars Recognition Dinner		
Transportation Directors Meetings and Professional Development		
B. __ Fine Arts Festivals	$1.00 /ADM	
Fair Honors Ensembles		
Student Artwork Exhibition		
Solo and Ensemble Festival		
Middle School All-Star Bands		
Visual Arts Festival		
C. _X_ Carrier Services		$3,875

II. Substitute Services

A. __ Comprehensivc Substitute Teacher Program Estimated Cost

The Comprehensive Substitute Teacher Program includes all facets of registering, training, licensing, and assigning substitute teachers. It also includes program licensing fees, district staff training, and all payroll functions.

or

B. __ Traditional Substitute Teacher Services $2.25 /ADM

Traditional Substitute Teacher Services includes all facets of registering, on-boarding, and training of all qualified substitutes, with the district receiving a montly list of available substitute teachers and tutors.

III. Direct Instructional Services

The following selections designate the minimum number of days/hours of service that will be provided to the Wadsworth City School District during the 2020-2021 school year. Additional days/hours of service over the days/hours listed in this section of the agreement will be provided upon the written request of the Superintendent and Treasurer of the Wadsworth City Schools and the approval of the Superintendent and Treasurer of the Educational Service Center of Medina County. Additional approved hours that constitute overtime hours will be billed at the rate of time and a half.

A. __ Education Specialist $500/day		Days	$0
B. __ Work-Study/Transition Coordination Services $500/day		Days	$0
C. __Gifted and Talented Coordination $475/day		Days	$0
D. _X_ Behavioral/Autism Consulting Services $550/day	184	Days	$101,200
E. _X_ Behavior Technician $31.50/hour	1,260	Hours	$39,690
F. __ Psychology Services $66/hour	0	Hours	$0
G. _X_ English as a Second Language (ESL) Services $60/hour or $450/8 hour day	660	Hours	$39,600
H. __ Teacher of the Deaf Instructional Services $67/hour	285	Hours	$19,095
I. __ Speech and Language Therapy Services $62/hour or $465/8 hour day		Hours	$0
J. _X_ Special Education Aide Services $22/hour - *Adjustments to be made for mandatory Health Insurance*	3000	Estimated	$66,000
K. _X_ American Sign Language (ASL) Interpreter Services $47/hour	1250	Hours	$58,750
L. __ Mental Health Initiatives $590/day		Days	$0
M. __ Home Instruction $36/hour + mileage		Hours	$0

**5.5/hours/day or less (no insurance)*
**6/hours/day - $48/hour with family insurance - $40/hour with individual insurance*

**Single Insurance = $30 - $32/hour*
**Family Insurance = $41 - $47/hour*

IV. School Nursing Services

A. __ Registered Nursing Services $39/hour	Hours	$0
B. __ Licensed Nursing Services $34/hour	Hours	$0
C. __ Health Aide Services $25/hour	Hours	$0
D. __ Substitute Nursing Services Above rates	*As Needed*	$0
E. __ ODH Medication Distribution Training $250/4 hour session	*As Needed*	$0
F. __ Nursing Administration/Supervisor $60/hour	Hours	$0

V. _X_ Participation in the Virtual Learning Academy and Alternative School (As Needed)

VLA $725/month/student	$0
Alternative School - $1050/month/student	$0

VI. _X_ Participation in Student Van Transportation Services (As Needed) $0

VII. _X_ Participation in "Project Search" $0
$1300/month/student

VIII. Support Services

A. _✓_ Reading Specialist (C.S.) - $36/hour x 138/hours	$4,968
B. _✓_ Gifted and Talented Teachers (J.F.-S. and R.S.)	$140,000

IX. General Services

A. _✓_ Attendance Officer - $30/hour + mileage	*As Needed*	$0
B. ___ Home Schooling Administration - $50/student	Students	$0

X. Technology Department Services

A. $0

XI. Assurances

A. Adjustments to pricing may be necessary due to changes in health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

B. With regard to any therapy service provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the reprensetatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or barred.

C. This service agency and agreement meets the following conditions currently defined for federal procurement. The ESC of Medina County currently posts on its website all of the services it provides and the corresponding cost for each of those services; is designated as "high performing" under OAC 3301-105-01(C)(2); and is found to be substantially in compliancewith audit rules and guidelines in its most recent audit by the auditor of state. As such, this contract qualifies under ORC 3313.843 as exempt from competitive bidding requirements for personnel-based servies. This provision shall remain in effect until such time as the Ohio Department of Education provides further clarification or definition of requirements for either party of this agreement to remain in compliance with state and federal law.

The Educational Service Center of Medina County

2020-2021

County Service Agreement

Cost of Services

Wadsworth City Schools

Selected Services and Programs	$489,208
Administrative Fee (1.5%)	$7,338
Facility Fee (1.5%)	$7,338
Total Cost to the Wadsworth City Schools:	**$503,884**

The Wadsworth City Schools will be billed 1/10th of the grand total monthly from August 2020 through May 2021 with budget corrections made in June 2021. This agreement is subject to approval by the Ohio Department of Education and full funding by the Legislature of the State of Ohio equal to, or in excess of, the level funded during the previous school year. Cost of services will be adjusted based on actual State funding, ADM, and personnel cost. By October 1, 2021, the Treasurer of the ESCMC will provide the Treasurer and Superintendent of the Wadsworth City School District with a report of expenditures and the account balance carryover.

Approval

Approved by the Board of Education of the Wadsworth City Schools:

Date _____ Resolution Number _____

Approved by the Governing Board of the ESC of Medina County:

Date _____ Resolution Number _____

THE EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY

Superintendent _____ Date _____

Treasurer _____ Date _____

Governing Board President _____ Date _____

WADSWORTH CITY SCHOOL DISTRICT

Superintendent _____ Date _____

Treasurer _____ Date _____

Board of Education President _____ Date _____

OWNER-CONTRACTOR AGREEMENT

OWNER:	**WADSWORTH CITY SCHOOLS**	**CONTRACT:**	
ADDRESS:	**524 BROAD STREET** **WADSWORTH, OHIO 44281**	**ALTERNATES:**	
TELEPHONE:	**(330) 336-3571**	**CONTRACTOR:**	
FAX:	**(330) 335-1313**	**ADDRESS:**	
CONTACT:	**DR. ANDREW HILL**	**TELEPHONE:**	
		FAX:	
PROJECT:	Wadsworth City Schools Art Wright Stadium Parking Lot	**CONTACT:**	
		DATE:	

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Contract identified above for the Project defined above and is effective as of the date set forth above ("Effective Date of this Agreement"), which if no date is entered shall be the date the Agreement was signed by the Owner.

The Owner and the Contractor agree as set forth in the following sections:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents:
    1. Legal Notice;
    2. Instructions to Bidders;
    3. Bid Form and Bidding Schedules;
    4. Owner-Contractor Agreement;
    5. General Conditions;
    6. Drawings;
    7. Specifications;
    8. Addenda issued;
    9. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
    10. Substitution Request Form;
    11. Contract Bond;
    12. Drug Free Workplace Certification
    13. Contractor's Payment Application Checklist
    14. Contractor's Waiver and Release Affidavit;

15. Subcontractors' – Suppliers' Waiver and Release Affidavit;

16. Public Improvement Agreement;

17. Notice to Proceed;

18. Notice of Award;

19. Certified Copy of Corporation Resolution;

20. Statement of Claim Form; and

21. Modifications issued after the execution of the contract, including:

    a. A written amendment to the Agreement signed by both parties;

    b. A Change Order;

    c. A Work Change Directive; or,

    d. A written order for a minor change of the Work issued by the Engineer in accordance with the General Conditions; and

Note: Non-Contract Documents. The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Engineer has used in preparing the Contract Documents. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and tests. (None, if none are listed).

_____

_____

Note: Non-Contract Documents. The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

_____

_____

2. ENGINEER RELATIONSHIP. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Engineer and the Contractor or any Subcontractor or Material Supplier to the Project. The Engineer, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Engineer that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Engineer that are

performed for the sole benefit of the Owner. The Contractor shall forward all communications to the Owner through the Engineer.

1. The Engineer is:

Name:	Lewis Land Professionals, Inc.
Address:	8691 Wadsworth Road, Suite 100 Wadsworth, Ohio 44281
Phone:	(330) 335-8232

The Engineer's Representative is David H. Lewis, P.E.

3. TIME FOR COMPLETION AND PROJECT COORDINATION.

1. DATE FOR COMMENCEMENT. The date for commencement of the Work shall be the date established in a written Notice to Proceed issued by the Owner, through the Engineer, to the Contractor. If no Notice to Proceed is issued, then the date for commencement shall be the Effective Date of the Agreement. The date for commencement of the Work shall be within sixty (60) days from the bid opening date, unless the Owner and the Contractor agree to a later date. If there is any other date for commencement of the Work in the bid documents, Contract Documents or elsewhere, it is agreed that such other date is a tentative date and may not be relied upon by the Contractor. If the date for commencement of the Work is later than sixty (60) days from the bid opening date or, if applicable, the later date agreed to by the Owner and the Contractor, the Contractor may submit a Claim in accordance with the Contract Documents.

2. DATE FOR SUBSTANTIAL COMPLETION AND FINAL COMPLETION. The Contractor shall have its Work on the Project Substantially Complete by the following date or within the following Contract Time (in calendar days) August 7, 2020. The Date for Substantial Completion is the foregoing date or date calculated using the Contract Time. The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved regardless of any dates in any schedule created by any person, including the Coordinating Contractor. The Contractor shall have its Work on the Project Finally Complete by the following date or within the following Contract Time (in calendar days) August 14, 2020. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of this Agreement.

   a. Substantial Completion is the time at which the Work has progressed to the point where the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended. Final Completion shall mean that the Work is complete in accordance with the Contract Documents and the Contractor has submitted to the Engineer all documents required to be submitted to the Engineer for final payment. A Claim is

"Finally Resolved" when the claim process is complete and not subject to further proceedings.

b. SHUTDOWN DATES. Due to events scheduled by the Owner and/or other Owner considerations, Contractor will not be able to perform Work on the Project on the following dates (there are no shutdown dates if none listed):

_____ _____

Contractor's Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates.

3. CONSTRUCTION SCHEDULE. The Construction Schedule shall be developed by the Contractor as provided in the Contract Documents.

4. LIQUIDATED DAMAGES. If the Contractor does not have its Work on the Project Substantially Complete by its Date for Substantial Completion or Finally Complete by its Date Final Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable:

LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION

Contract Amount	Dollars Per Day
$1.00 to $50,000.00	$ 250.00
$50,000.01 to $150,000.00	$ 500.00
$150,000.01 to $500,000.00	$1,000.00
$500,000.01 to $2,000,000.00	$1,500.00
$2,000,000.01 to $5,000,000.00	$2,500.00
$5,000,000.01 to $10,000,000.00	$3,000.00

LIQUIDATED DAMAGES – FINAL COMPLETION

Contract Amount	Dollars Per Day
$1.00 to $50,000.00	$ 50.00
$50,000.01 to $150,000.00	$ 100.00
$150,000.01 to $500,000.00	$ 200.00
$500,000.01 to $2,000,000.00	$ 300.00
$2,000,000.01 to $5,000,000.00	$ 500.00
$5,000,000.01 to $10,000,000.00	$ 600.00

In addition to such Liquidated Damages, the Contractor shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses,

provided that such claims arise out of or are related to the Contractor's failure to Substantially Complete its Work by its Date for Substantial Completion or its failure to Finally Complete its Work by its Date for Final Completion. The Contractor's obligation to indemnify, defend and hold the Owner harmless under this Section 3.4 shall be joint and several. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

4. **CONTRACT SUM (also called Contract Price).** The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is one hundred seven thousand eight hundred seventy five Dollars ($107,785.00). The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

   Base Bid Amount: $107,875.00

   List Alternates, if any:

Alternate No.	Description	Amount
N/A	N/A	N/A

   If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

5. **RETAINAGE.** Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as defined in the General Conditions. The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.

6. **LIMITATION ON LIABILITY.** The Owner's total liability under this Agreement will be limited to the amount set forth in the Fiscal Officer's certificate accompanying this Owner-Contractor Agreement

Agreement. Under no circumstances will the elected officials, officers, employees, board or council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

7. GENERAL.

1. MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

2. ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

3. LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of the county in Ohio in which the Owner's principal office is located, and each party hereby expressly consents to the exclusive jurisdiction of such court.

4. CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

5. APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner and Engineer will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

6. PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision,

this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

7. COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

   a. NON-DISCRIMINATION. Contractor agrees:
      i. That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
      ii. That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
      iii. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
      iv. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

   b. ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

8. JOB MEETINGS. The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings

include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

9. PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

10. PARTNERING. Contractor agrees that it will participate, as part of the Contract Sum, in any partnering sessions scheduled by Owner.

11. ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner: **Wadsworth City Schools**	Contractor: Perrin Asphalt Co.
By:	By:
Name:	Name: Timothy Perrin
Title:	Title: VP
Date:	Date: 03/16/20

CERTIFICATE

(Section 5705.41, R.C.)

The undersigned, fiscal officer of the Owner, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the Owner, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Fiscal Officer's Certificate.

DATED: _____

_____
Fiscal Officer

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NOTICE OF AWARD

TO: Perrin Asphalt Company, Inc.
525 Dan Street
Akron, OH 44310

PROJECT DESCRIPTION: Art Wright Stadium parking lot improvements.

The Owner has considered the bid submitted by you for the above described work in response to its Advertisement for Bids dated February 17 + 24, 2020 and Instruction to Bidders.

You are hereby notified that your bid, in the amount of $ 107,875.00, is the apparent lowest and best bid.

You are required by the Instructions to Bidders to execute and deliver to the Engineer five copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate. The successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is executed by the Owner.

If you fail to execute the Owner-Contractor Agreement and to deliver all of the required documents within ten (10) days from the date of this Notice, Owner may consider your bid as abandoned and as forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 16 day of March, 20 20.

Perrin Asphalt Co.
Owner
By:
Title: VP

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ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by:

Perrin Asphalt Co

this the 11th day of March, 20 20

BY: _____

TITLE: VP

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Apr 3-12, 2021



The trip is still on and we hope you will join us.

Safety and an unforgettable, educational experience are our top priorities in Grizzlies Abroad. That is why we are postponing the trip for a year so that we can get the full experience and feel safe doing so.

Your options:

#1 Stay on board with us for 2021.

Same trip as before. Just allow Explorica to change the dates & we are good to go.

#2 Transfer your trip to another participant.

Your spot on the tour is fully transferable until 110 days before your new tour date. This means, you can transfer/trade your spot to any new traveler without penalty, and thus recoup the entire cost of your tour.

#3 Cancel and request a refund.

Explorica will refund all payments made less $800 to cover a portion of our non-refundable costs to third-party vendors. For travelers who purchased the Travel Protection Plan Plus, we will refund all payments made, less $600. You can wait to make your decision until 110 days prior to departure, at which time the original, standard policies will apply.

#4 Request a transferable voucher for full amount to another trip.

This voucher can be applied to any program in the WorldStrides family. The WorldStrides family of products includes teacher-led tours, open enrollment summer programs for students in grades 8 thru college, performing arts, sports, service-learning, study abroad for college students, and much more. View worldstrides.com for a complete product listing, which links to more than eight brands that are part of the WorldStrides family. This voucher can be redeemed for any tour or program departing before 8/1/21 and are fully transferable to a family member or to other students from your school district up until 110 days prior to departure of a tour or program.

You have a few weeks to decide. Explorica will send out a form later this month to get your answer. Just please let Mr. Heffinger know too.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release entered into by and between Pamela J. Hammel (hereinafter "Claimant") and Wadsworth Schools, effective as of January _____, 2020;

WITNESSETH:

WHEREAS, Claimant sustained two work-related accidents on or about November 8, 2012, and February 20, 2016; and

WHEREAS, Claimant filed two Workers' Compensation claims assigned as follows: Claim No. 12-358359 and Claim No. 16-307731; and

WHEREAS, Wadsworth Schools and the Claimant have agreed to settle Workers' Compensation Claim Numbers 12-358359 and 16-307731, and the case *Pamela J. Hammel v. Wadsworth Schools, et al,* Medina County Court of Common Pleas, Case No. 19-CIV0665, pending approval from the Bureau of Workers' Compensation and Ohio Industrial Commission; and

WHEREAS, Claimant has agreed to voluntarily terminate her employment; and

WHEREAS, Wadsworth Schools desires to obtain a release of all claims from Claimant; and has authorized the Ohio Bureau of Workers' Compensation to settle the claims and pay the claimant $25,000.00; and

WHEREAS, Wadsworth Schools will incur an increase in its premium payments to the Ohio Bureau of Workers' Compensation as a result of this settlement; and

WHEREAS, Wadsworth Schools and the Claimant agree that there is sufficient consideration to support this Settlement Agreement and General Release.

NOW, THEREFORE, in consideration of the premises, and of the mutual promises and covenants herein contained, the parties agree as follows:

1. Wadsworth Schools agrees and authorizes the Ohio Bureau of Workers' Compensation to pay the Claimant the sum of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) without deduction, in full and final settlement of Workers' Compensation Claim Nos. 12-358359 and 16-307731 and the case *Pamela J. Hammel v. Wadsworth Schools, et al.,* Medina County Court of Common Pleas, Case No. 19CIV0665.

2. Claimant hereby agrees to voluntarily terminate her employment with Wadsworth Schools as of the date of this agreement.

3. Claimant acknowledges that she shall be solely responsible, and shall hold harmless and indemnify Wadsworth Schools for payment of any income taxes or other deductions from the amount specified in Paragraph 1 of this Agreement, should any legitimate taxing authority or other governmental authority determine that such taxes or other deductions should have been properly deducted from said amount.

4. Claimant hereby releases and forever discharges Wadsworth Schools, its Superintendent, officers, employees and agents, from any and all claims, demands, damages, actions and causes of action, of any nature whatsoever, known or unknown, that she or anyone claiming by, through or under Claimant may now have against Wadsworth Schools, its Superintendent, officers, employees and agents, including but not limited to any claims which could be asserted under any contract, express or implied, or under any fair employment law, employment or tort law theory, or under any federal, state, or local law, regulation or ordinance, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, as amended, the Americans with Disabilities Act, the Family Medical Leave Act, Chapter 4112, Ohio Revised Code, or under any employee compensation, vacation, severance or benefit plan, any claim for attorneys' fees, any claim for Workers' Compensation benefits, including but not limited to Claim Numbers 12-358359

and 16-307731, and also including those matters alleged in *Pamela J. Hammel v. Wadsworth Schools, et al.*, Medina County Court of Common Pleas, Case No. 19CIV0665.

5. Claimant agrees to maintain confidential the existence and terms of this Agreement, excepting only her attorneys and immediately family whom she agrees to direct to maintain confidentiality of the existence and terms of this Agreement.

6. Claimant hereby expressly acknowledges and confirms that the covenants and agreements of Wadsworth Schools expressly stated herein constitute full and adequate consideration, and the only consideration, for her execution of this Settlement Agreement and General Release; that no other representations, promises or agreements of any kind or nature have been made to her by Wadsworth Schools or its attorneys which have caused her to execute this Agreement; that she has been advised of her right to consult an attorney prior to executing this Agreement; that she has a period of twenty-one (21) days within which to consider whether to execute this Agreement and that within seven (7) days from the date of his execution of this Agreement, she may, at her sole option, elect to revoke this Agreement; and that she fully understands the meaning, intent and consequence of her execution of this Agreement, that she has consulted her attorney about such matters, and that she executes this Agreement voluntarily as her own free act and deed and agrees to be legally bound by it.

7. Not included within the Agreement are any rights which Claimant may have under vested pension plan(s) with Wadsworth Schools.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures effective as of the day and year first above written.

Signed in the presence of:

_____

_____

_____

_____

Pamela J. Hammel, Claimant

2/3/2020

Date

Wadsworth Schools

By: _____

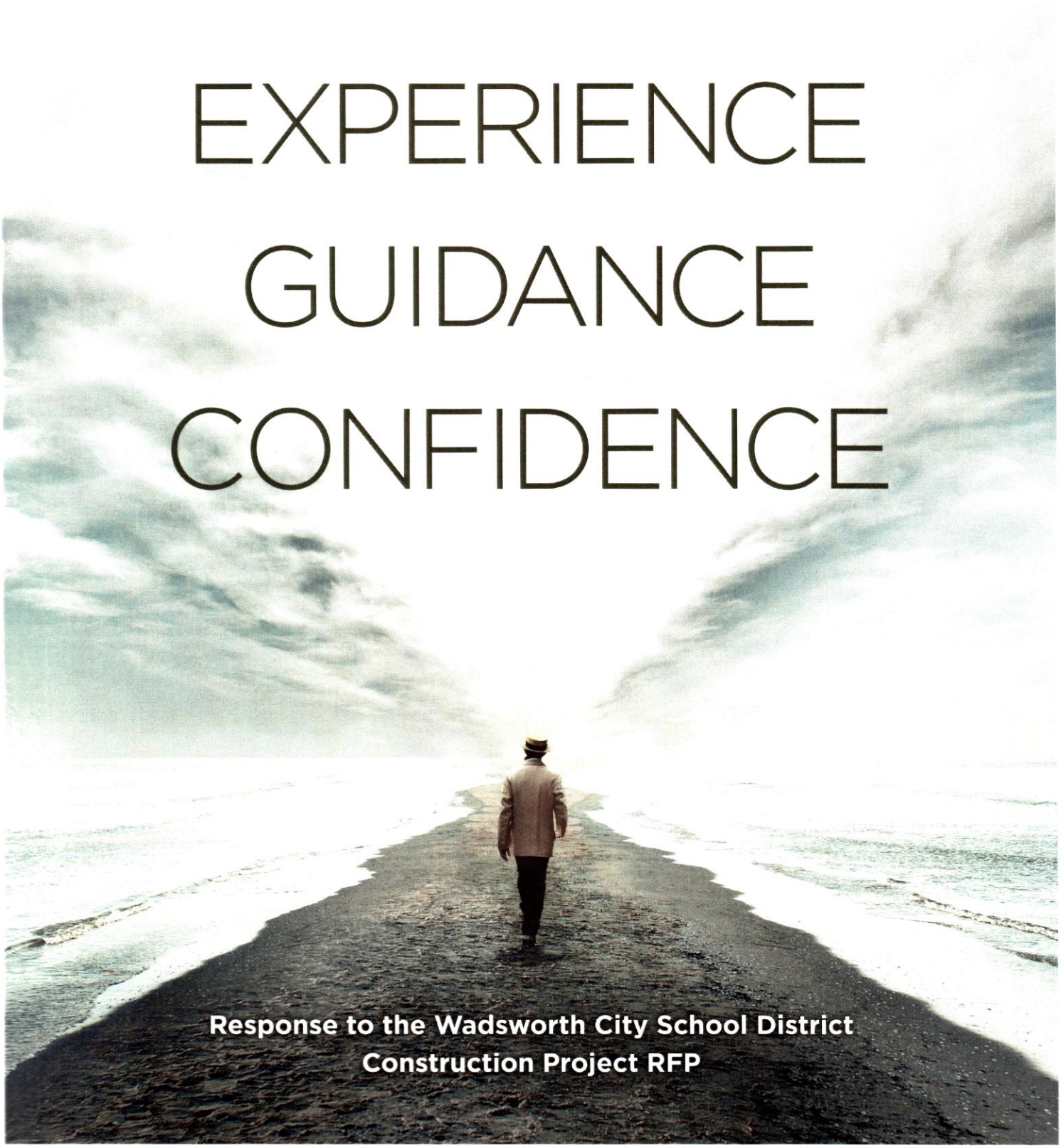
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Date

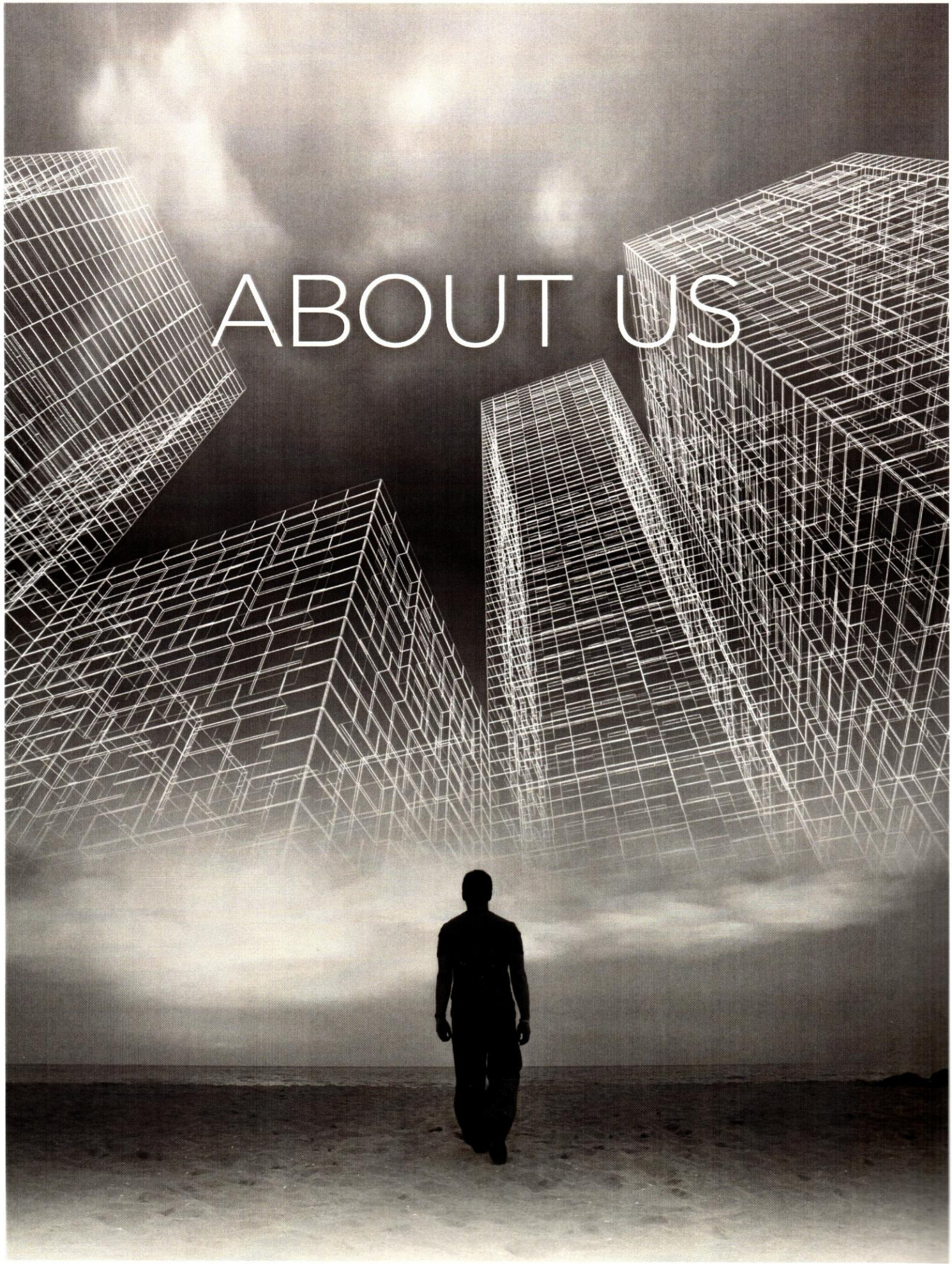
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HB | HARPST BECKER

EXPERIENCE
GUIDANCE
CONFIDENCE



Response to the Wadsworth City School District Construction Project RFP


ABOUT US

HB | HARPST BECKER

A full-service business law firm, Harpst Becker provides legal representation and counseling in all the areas that are critical to your business and your success. Over the last decade, we have developed a focused expertise in all aspects of the construction industry – giving us unique insight into how the industry works from both the legal and operational perspectives. This enables us to go beyond mere legal representation and provide professional guidance, unwavering confidence and the unique advantage of having a fully committed, experienced team of professionals by your side throughout all phases of the Wadsworth City School District Construction Project.



COMPETENCE TO PERFORM

Competence to perform the required legal services as indicated by the technical training, education and experience of the personnel who will be assigned to perform the services.

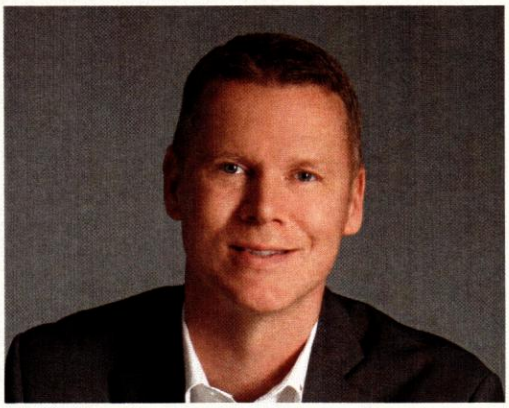
With nearly 70 years of combined experience, your core legal team will utilize our collective knowledge, insights and experience to not just perform what's required, but go above and beyond to ensure there are no surprises, avoid potential setbacks and ensure maximum efficiency throughout the entire construction project. Your core legal team includes:



Todd Harpst

Managing Member, Attorney

- **Experience**
  - 23 years of experience representing contractors, owners, and other project stakeholders in construction law field including both litigation and transactional matters
- **Education**
  - BA Pennsylvania State University
  - JD cum laude University of Akron School of Law
- **Law Licenses**
  - Ohio 1996
  - Pennsylvania 1997



Joseph Spoonster

Attorney

- **Experience**
  - 21 years of experience representing contractors, subcontractors and project owners primarily in litigation matters
- **Education**
  - BA Hiram College
  - JD University of Akron School of Law
- **Law License**
  - Ohio 1999



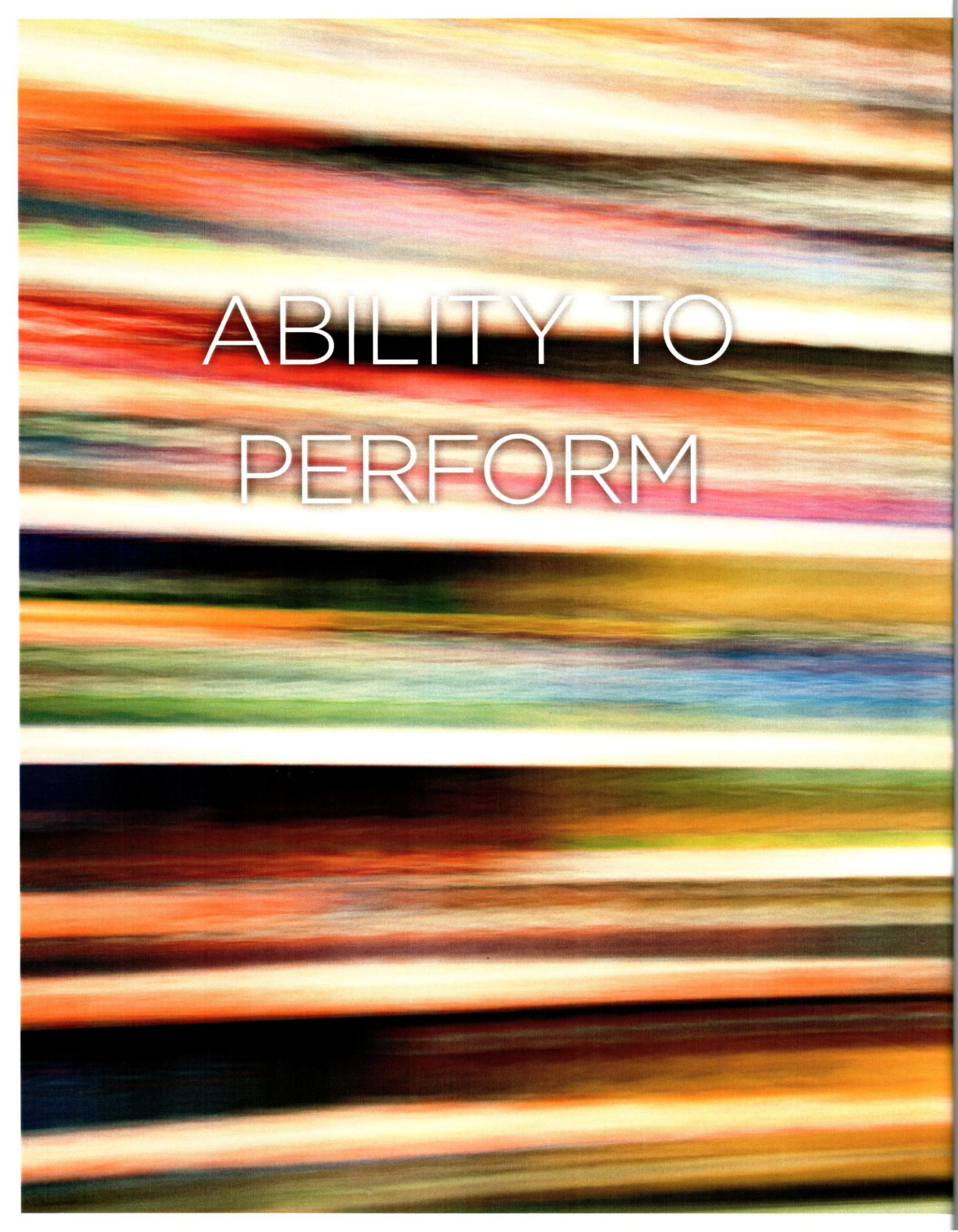
Christine Garritano

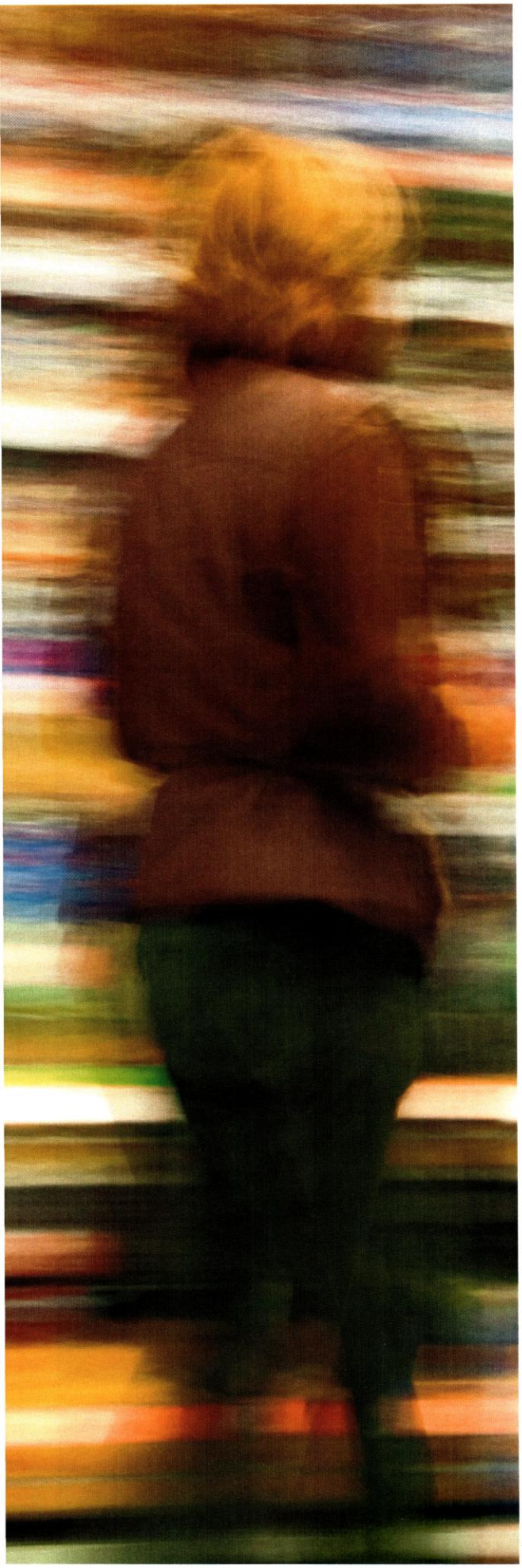
Attorney

- **Experience**
  - 16 years of experience representing construction project stakeholders in primarily complex and highly contested litigation and arbitration matters
- **Education**
  - BA University of Michigan
  - JD The Ohio State University School of Law
- **Law License**
  - Ohio 2004

Martina Klingerman, Legal Assistant

- **Experience**
  - 9 years of experience as a legal assistant
- **Education**
  - Associate of Applied Business with a certificate in Legal Assisting Technology, Stark State College


ABILITY TO
PERFORM



Ability in terms of workload and the availability of the personnel who will be assigned to perform the services.

For front-end project matters, Todd Harpst will take primary responsibility. These duties may include but are not limited to selection of project delivery method, contract administration, contract document preparation and assisting clients with negotiating and finalizing front-end documents. In addition, he will provide WCSD with any legal advice and opinions throughout the entire project.

Christine Garritano will provide coordination and assistance during these phases as needed, with further support from Joseph Spoonster as needed to assist with due diligence reviews of CM candidates, design development contract reviews and contract administration.

Should any dispute resolution proceedings be required, Todd Harpst will take the lead with attorneys Joseph Spoonster and Christine Garritano providing additional counsel as needed, depending on the nature of the dispute and the proceedings involved. In any event, HB attorneys will be accessible during the project and will devote the time needed to complete required tasks within the project's requirements and client's expectations.


EXPERIENCE

Experience with School Construction Projects.

Todd Harpst has represented the Akron Public Schools as outside counsel for construction projects and facility improvements for more than ten years. The following are examples of the various capacities in which he, and other team members, have served APS and other school districts.

AKRON PUBLIC SCHOOLS

- **APS Corporate Headquarters Office Renovation – 10 N. Main St., Akron OH**
  - 2018-on-going
  - Assisted APS in selection of project delivery method (CMr), evaluation of CMr RFP responses, preparation and utilization of front-end documents (AIA manuscript contracts for CMr cost plus with GMP).
  - Assisted APS during construction and to the present regarding contractor work issues, subcontractor payment and lien issues, and warranty/punch out and contract close out.
  - Contract Value: over $3 million

- **APS – I Promise School – 400 W. Market Street, Akron OH**
  - 2020-on-going
  - Advised APS on owner as stakeholder issues on private development of public use asset through the I Promise Program

- **APS – Case CLC**
  - Represented APS in co-owned project with OFCC to pursue APS' affirmative claims against the prime contractor, defend against substantial affirmative claims from the prime contractor and resolve/evaluate claims by other prime contractors in multi-prime projects involving new school construction.
  - Claim values at issue exceeded $1 million combined.
  - All disputed matters were resolved by settlement with no litigation filed.

- **APS – Harris-Jackson CLC**
  - Represented APS in co-owned project with OFCC to pursue APS affirmative claims against the prime general trades contractor and its surety.
    - Defended against substantial affirmative claims by the same contractor
    - Defended and managed multiple subcontractor and supplier attested account claims in combination with significant defective work claims by APS against the prime contractor, including E&O claims by the prime contractor against the Project Architect.
  - The dispute went through two stages of mediation followed by several project level meetings, ultimately resolving the major disputed claims via settlement without litigation, all while defending APS in minor litigation where APS' interest was as a stakeholder of public funds.
  - Total funds in dispute: $1+ million.

- **APS – King Elementary School**
  - Represented APS in a dispute with the masonry prime contractor in massive construction defect claim involving a fluid-applied air barrier for the entire building envelope.
  - Represented APS throughout the process of dispute resolution with the prime contractor, and thereafter with the surety when the contractor went out of business, to successfully repair the building and complete the project to the requirements of the contract.
  - Settled the owner's $3+ million claim against the contractor's surety without a lawsuit being filed.

- **APS – Hyre CLC**
  - Defended APS in a lawsuit involving construction defects and non-payment involving the general trades prime contractor and flooring subcontractor over defects with the installation of rubber flooring at Hyre CLC which did not meet the contract requirements.
  - Successfully defended APS in the lawsuit filed by the subcontractor and negotiated a settlement that provided for necessary repairs to the flooring at the contractor's expense.

- **APS – Firestone CLC**
  - Represented APS in various contract close out disputes with the prime contractor.
  - Also represented APS in the negotiation and settlement of a builder's risk insurance claim involving damage to an underground geothermal line that occurred during construction.

- **APS – Summit Lake**
  - Represented APS in contract negotiations with the Akron Metropolitan Housing Authority over the leasing and joint use of the Summit Lake School building as a community center.

- **APS**
  - Provided general construction related legal opinions and services on an as-needed basis for the following projects:
    - East CLC
    - Jennings CLC
    - Glover CLC
    - McEbright CLC
    - Findlay CLC
    - Schumacher CLC
    - Buchtel CLC
    - Ellet CLC
    - Barber CLC

OTHER PUBLIC SCHOOL CONSTRUCTION PROJECT ENGAGEMENTS

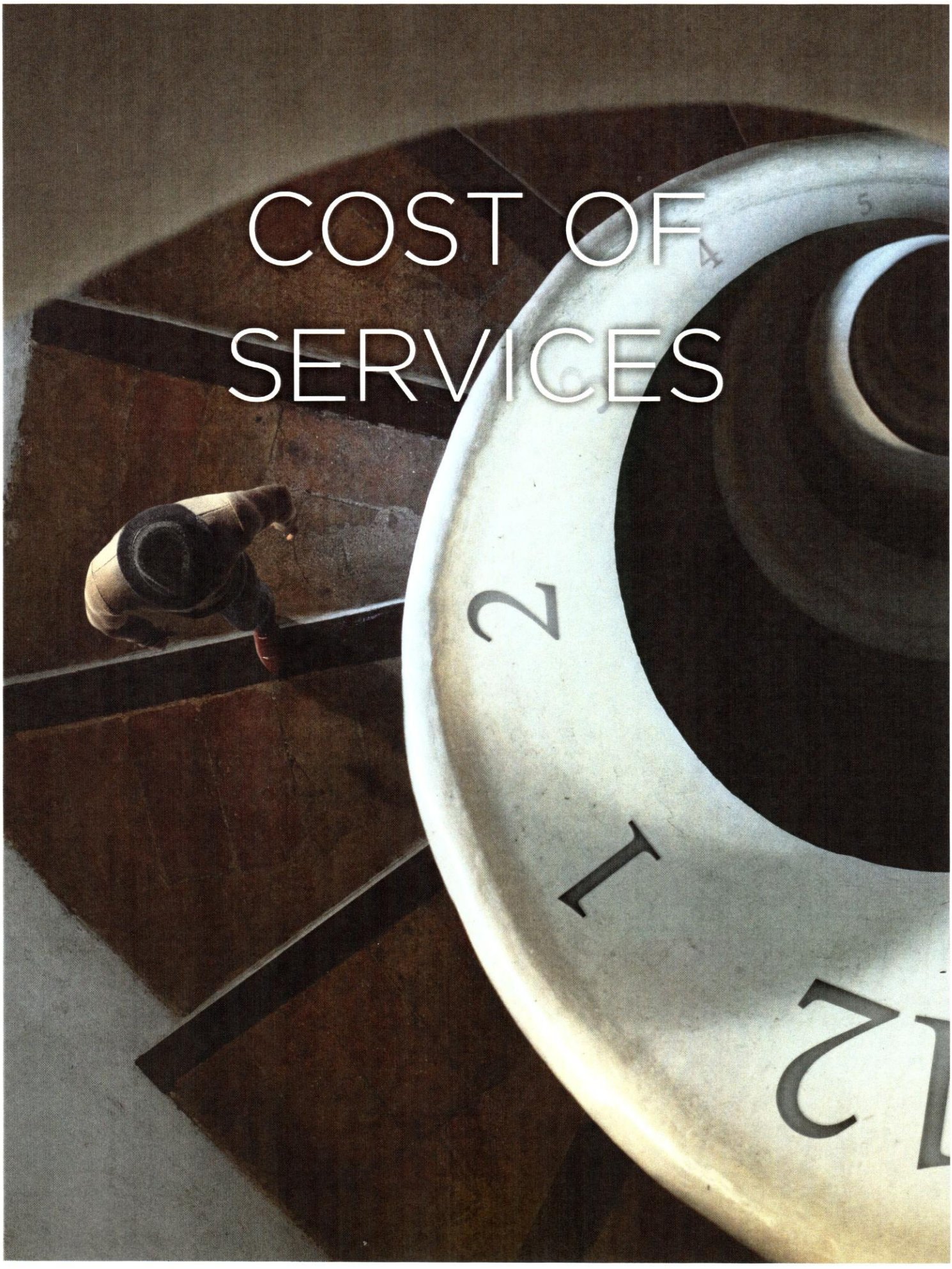
- **Todd Harpst represented Schmid Mechanical Contractors in the case of Schmid v. Sandy Valley Local Schools/OFCC**
  - Court of Claims Case No. 2011-01470
  - Involved a multi-party lawsuit alleging the co-owners failed to pay Schmid Mechanical for substantial change orders to resolve claims involving the geothermal heating/cooling system, which the co-owners claimed was defectively installed.
  - Resolved the case by settlement during mediation and without trial.

- **Portage Lakes Career Center, Green OH**
  - Represented PLCC during construction improvements to the PLCC campus and negotiated the settlement of contractor payment disputes and work quality issues without trial.

- **Ashland City School District**
  - Christine Garritano represented the General Contractor for construction disputes involving the construction of new Elementary School, Middle School and High School Auditorium Projects.

- **Indian Creek School District**
  - Christine Garritano represented the Project Architect in a dispute involving the construction of a new Middle School.

- **Westlake City School District**
  - Christine Garritano represented the Project Architect in a dispute involving the construction of a new High School Auditorium.


COST OF
SERVICES

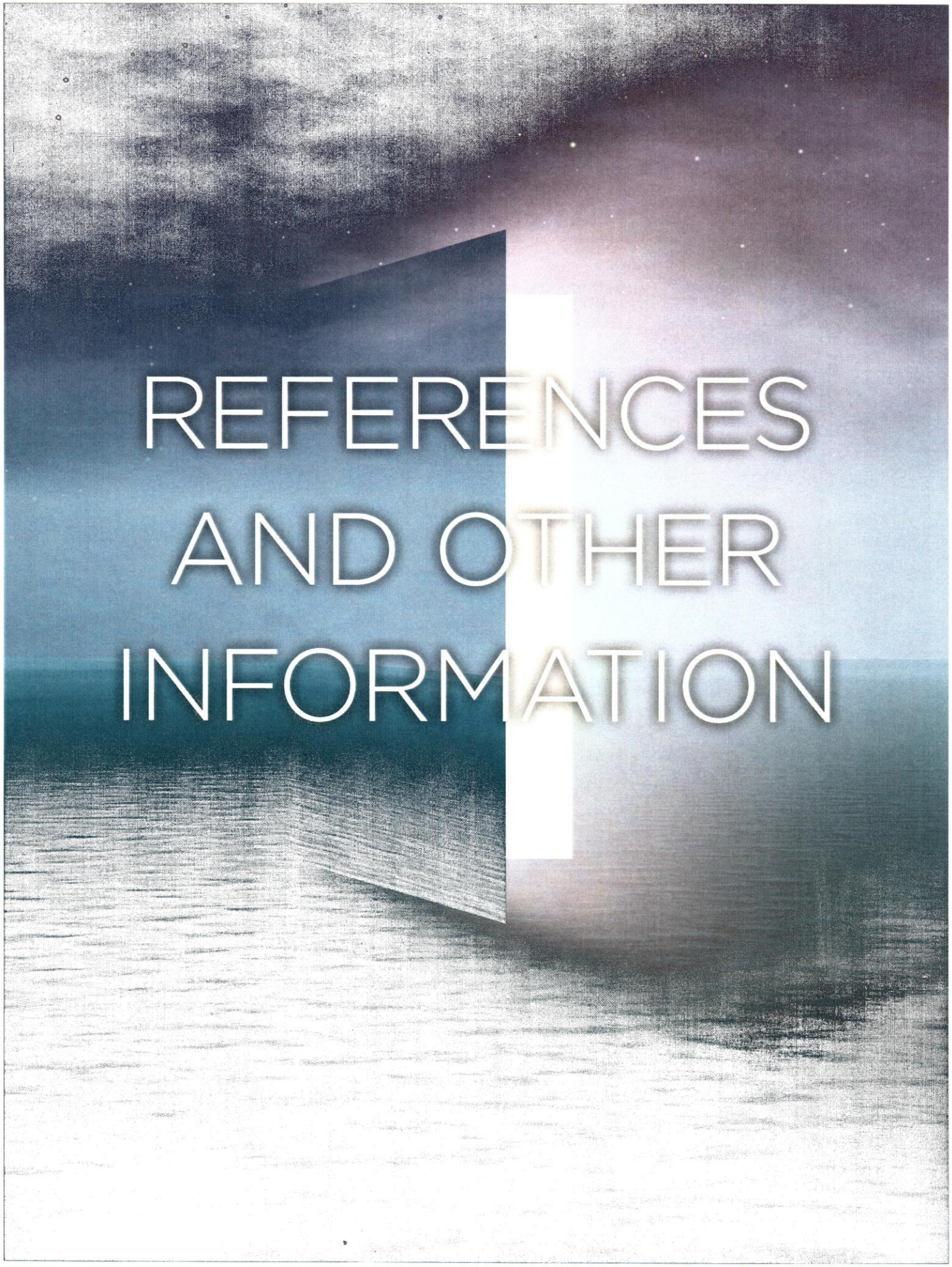
Cost of Services.

Even though so-called alternative fee agreements seem to be in vogue, our experience has taught us the hourly fee is still the best way for clients to procure legal services for construction matters, and we propose to perform the services for Wadsworth City Schools on an hourly fee basis plus the cost of reimbursable expenses. We propose a blended rate of $300 per hour for attorney time, and $100 per hour for any legal assistant time that is billable. Reimbursable expenses include those other than nominal out of pocket expenses that are not considered part of our general overhead, such as travel mileage over 50 miles, licensing fees for the use of copyrighted materials, excessive postage, excessive copying, specialized computer research vendor costs (if needed), document or data storage costs (if needed), and any outside expenses such as those that might be needed for court reporters or expert witnesses.

We will meet with the School District at no charge for the first meeting to define our scope of work and needed services. From there, we will develop a milestone-baseline budget from which to estimate the legal costs to complete each milestone. So long as litigation is not involved, the process is predictable, and we would feel comfortable estimating the amount of time that will be necessary to complete each phase. Depending on the School District's goals and budget, we can discuss a flat fee or per meeting charge for us to attend project-planning meetings.

We propose to bill monthly for our services and will not mark up for expenses, choosing to charge them back at our cost instead. We can offer Wadsworth City Schools a prompt payment discount of 5% on the legal fee portion of our invoice if payment is made within 15 days of invoicing; otherwise payment terms are net 30.

If our fee proposal does not align with the District's budget, we are willing to discuss alternatives provided the District's budget is realistic and fair for the type of work that will be required to furnish the legal services needed for the Project. The rates we are quoting already reflect our best proposal for the work we anticipate the District needing.


REFERENCES
AND OTHER
INFORMATION

Three References.

- **Ryan Pendleton, Treasurer – Akron Public Schools** 330.761.2850
- **Rhonda Porter, Esq., – former general counsel Akron Public Schools** 330.329.5497
- **Neil Sackett, Chairman & CEO – Carter-Jones Companies, Inc., Kent, OH** 330.673.6100

Other Pertinent Information.

- **Todd Harpst – Senior Lecturer/Adjunct Faculty**
  - University of Akron College of Engineering Technology teaching "Legal Aspects of Construction"
  - 2013-present
- **Joseph Spoonster – Lecturer/Adjunct Faculty**
  - University of Akron College of Engineering Technology teaching "Legal Aspects of Construction" 2018
- **HB represents clients involving in excess of $50 million per year in construction projects and claims from project inception through close out and dispute resolution if needed.**
- **HB recovers millions of dollars per year for its construction industry clients who are owed money in public and private projects across a dozen or more states.**
- **HB represents clients involving in excess of $50 million per year in commercial real estate acquisition and project due diligence matters.**
- **Exclusions from our Scope of Work:**
  - HB will not perform environmental legal services, or legal services that require evaluation and advice of tax, bond, levy or public project financing strategies or matters.
  - Our proposal assumes the School District has already obtained or will obtain the funds necessary to finance the project, and to the extent legal services are needed to raise funds, that those services will be provided by others.
  - We have substantial experience managing outside counsel for specialty legal services when needed, and to the extent required for this engagement we would be willing to do so for the School District.

Thank you for your time and consideration. Should you have any questions or need more information, please do not hesitate to reach out.

Todd Harpst
Managing Member, Attorney

John Becker
Member, Attorney

HB | HARPST BECKER

Our location
Harpst Becker, LLC
1559 Corporate Woods Parkway
Suite 250
Uniontown, OH 44685

Contact us
P 330.983.9971
F 330.983.9981

harpstbecker.com

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GUARANTEE TRUST LIFE INSURANCE COMPANY

Glenview, Illinois

Application For Blanket Student Accident Insurance

Name of
Policyholder: _____

Address: _____
Street City State Zip County

Junior/Middle High Schools consist of grades _____ Senior High Schools consist of grades _____
Total District enrollment: _____ Please attach a list of all schools in the District.

Policy Number: 344-00P-_____

☐ **STUDENT ACCIDENT COVERAGE**

Coverage shall become effective on the date that premium is received by the Company or its representative, but in no event prior to the first day of school, which is_____. The termination date shall be _____, which is the opening day of the following fall term of the Policyholder. Termination of each individual's insurance will be as outlined in the Master Policy.

For interscholastic sports which begin prior to the first day of school, coverage begins on the first day of the earliest practice, which is _____. Coverage for each individual sport terminates at the end of its season, as determined by the State High School Athletic Association.

☐ **FOOTBALL ONLY ACCIDENT COVERAGE** ☐ **IN EFFECT** ☐ **NOT IN EFFECT**

Interscholastic Football Only Accident Coverage becomes effective at 12:01 a.m. on _____and expires at 11:59 p.m. on December 31st of the same year. Spring Practice begins on _____. Each individual's football coverage shall become effective on the date the premium is paid, provided the Company receives the name and premium in an envelope postmarked not later than three days after coverage is to be effective. In the event that the name and premium are received at a later date, coverage shall be effective on the day after the date of postmark.

It is understood and agreed that Interscholastic Football Only Accident Coverage will be null and void unless Student Accident Coverage is offered by the school authorities to all students in all schools of the Policyholder.

The Student Accident Insurance Policy will cover those students who pay the required premium as shown below:

COVERAGE	GRADES	PREMIUMS Low / High
24-Hour	K-6	$79 $158
	7-12	$91 $182
School-Time	K-6	$23 $46
	7-12	$37 $74

COVERAGE	GRADES	PREMIUMS Low / High
Football Only Per Player	10-12 (Inlcluding grade 9 if playing or practicing with grades 10-12)	$129 $258

It is agreed that any claim form presented by the Policyholder will certify that the claimant was actually injured while attending, playing, or practicing, or attending school as a student of the Policyholder.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

All documents that form our insurance relationship will be provided to you in electronic format, unless otherwise requested.

Authorized Signature: _____ Date: _____

Agent Signature: _____ Date: _____

Ship supplies to address below:

Street Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Attention: _____ Requested Date of Shipment: _____

Please provide an email address to receive supplies electronically: _____

2020-21 OHIO

STUDENT ACCIDENT INSURANCE PROGRAM

Multi-Benefit Protection

Plan Administered by:

Student Protective Agency

300 Coshocton Ave.
Mount Vernon, OH 43050
1-800-278-2544





ACCIDENT INSURANCE PROTECTION HELPING PROVIDE:

For the Student - Sound coverage with a selection of plan options

For the Parent - Additional financial security to help in times of increasing medical costs

For You - The fulfillment of an administrative service and responsibility

Underwritten & Claims Administered by:

GTL | GUARANTEE TRUST LIFE

Guarantee Trust Life Insurance Company (GTL)
1275 Milwaukee Ave., Glenview, IL 60025
1-800-622-1993
www.gtlic.com

GB-OH-20



ACCIDENT INSURANCE PLANS

for all students and athletes



SCHOOL-TIME STUDENT ACCIDENT COVERAGE: Helps protect your students the entire school year, during regular school sessions, as well as participating in other school-sponsored activities requiring the attendance of the student. Also provides protection for your students while traveling directly to or from the student's Residence and school to attend or participate in school activities. The expiration date of coverage shall be the close of the regular nine month school term, except while the Insured is attending academic classroom sessions exclusively sponsored and solely supervised by the school during the summer.

24-HOUR-A-DAY ACCIDENT COVERAGE: Provides protection for your students 24-hours-a-day, year-round and continues until the end of the Policy Year. The student is protected AT HOME, AT SCHOOL, AT CAMP, ON VACATION. . . ANYWHERE ACCIDENTS CAN HAPPEN.

SPORTS ACCIDENT COVERAGE: Interscholastic sports (including practice) are covered by the School-Time and 24-Hour-A-Day Accident Coverage. Travel is also covered when going directly and uninterruptedly to and from practice or competition when traveling as a group in a Designated Vehicle. High school tackle football for grades 10 through 12 (including grade 9 if playing or practicing with grades 10 through 12) is only covered by the optional Football Only Accident Coverage, which requires an additional premium.

FOOTBALL ONLY ACCIDENT COVERAGE: Players in Grades 10 through 12 (including grade 9 if playing or practicing with grades 10 through 12) are covered for accidents occurring while participating in high school interscholastic tackle football practice or competition. Travel is also covered when going directly and uninterruptedly to and from such practice or competition when traveling as a group in a Designated Vehicle.

EFFECTIVE COVERAGE DATES: Coverage will be effective on the date of premium receipt by GTL, its representatives or school officials, or the official first day of school, whichever is later.

For interscholastic sports, coverage can pre-date the official first day of school for students who are participating in pre-school practice sessions, competition or covered travel sanctioned by the Ohio High School Athletic Association. In such cases coverage will be effective as of the date of premium receipt but only while participating in actual practice sessions, competitions or covered travel. Other aspects of coverage will not commence until the official first day of school.

Football Only Accident Coverage begins on the date of premium receipt by GTL, its representatives or school officials, but not prior to the first official date of practice and no earlier than August 1st as sanctioned by the Ohio High School Athletic Association and continues through the date of the last official game of the 2020 season, including playoffs. Other aspects of coverage will not commence until the official first day of school.

EXCESS PROVISION: All Covered Charges will be considered for payment on an Excess basis if any Other Valid and Collectible Insurance covers the Insured person.

2020-21
POLICY BENEFITS AND PREMIUMS

All Maximum amounts are per Injury except as specifically stated.

Injury means bodily injury due to an Accident which results directly and independently of disease, bodily infirmity, or any other causes; solely, directly and independently of all other causes, results in medical expense; occurs after the effective date of the Covered Person's coverage under the Policy; and occurs while the Policy is in force. All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these injuries are considered a single Injury.

COVERAGE AND BENEFITS	LOW OPTION	HIGH OPTION
Maximum Benefit Amount Per Injury	$25,000.00	$25,000.00
Deductible	$0.00	$0.00
Hospital Room and Board and general nursing care limited to a maximum of	$150.00/day	$300.00/day
Hospital Miscellaneous Expense limited to a maximum of	$1,000.00	$2,000.00
Hospital Emergency Care limited to a maximum of	$150.00	$300.00
Orthopedic Appliances furnished by the Hospital limited to a maximum of	$100.00	$200.00
Doctor's fees for surgery, in accordance with the Surgical Schedule using	$80.00 per unit value	$160.00 per unit value
Anesthesia Services, limited to	25% of the Surgical Schedule allowance	25% of the Surgical Schedule allowance
Non-Surgical Doctors' Visits, including Physical Therapy Physical Therapy is limited to a maximum benefit of 3 visits.	$25.00	$50.00
Dental Treatment, per tooth (for Injury to Sound, Natural Teeth) limited to Up to a maximum of	$200.00 $600.00	$400.00 $1,200.00
Imaging procedures, including X-rays and interpretation, limited to a maximum of amount of	$100.00	$200.00
MRI/CAT Scan, up to a maximum benefit of	$125.00	$250.00
Ambulance Expense, limited to a maximum of	$100.00	$200.00
Loss of Life	$2,000.00	$2,000.00
Loss of One Hand or One Foot or Entire Sight of Both Eyes	$1,000.00	$1,000.00
Loss of both Hands or Feet	$10,000.00	$10,000.00
PREMIUMS (ONE-TIME PAYMENT)	**LOW OPTION**	**HIGH OPTION**
SCHOOL-TIME ACCIDENT COVERAGE		
Students — Grades K - 6	$23.00	$46.00
Grades 7 - 12	$37.00	$74.00
24-HOUR-A-DAY ACCIDENT COVERAGE		
Students — Grades K - 6	$79.00	$158.00
Grades 7 - 12	$91.00	$182.00
OPTIONAL FOOTBALL ONLY ACCIDENT COVERAGE		
Per Player — Grades 10 - 12 (including grade 9 if playing or practicing with grades 10 through 12)	$129.00	$258.00

EXCLUSIONS

THE POLICY DOES NOT COVER: (1) Treatment, services or supplies which are not Medically Necessary; are not prescribed by a Doctor as necessary to treat an Injury; are Experimental/Investigational in nature; are received without charge or legal obligation to pay; are received from persons employed or retained by the Policyholder or any Family Member, unless otherwise specified; or are not specifically listed as Covered Charges in the Policy; (2) Intentionally self-inflicted Injury; (3) Injury sustained while violating or attempting to violate any duly enacted law; (4) Injury by acts of war, whether declared or not; (5) Injury received while traveling or flying by air, except as a fare paying passenger on a regularly scheduled commercial airline; (6) Injury covered by Worker's Compensation or the Occupational Disease Law; (7) Treatment of illness, disease or infections, except infections which result from an accidental Injury or infections which result from accidental, involuntary or an unintentional ingestion of a contaminated substance; (8) Hernia, any type; (9) Injury sustained fighting or brawling, except in self-defense; (10) Suicide or attempted suicide; (11) Any penalty imposed by Other Valid and Collectible Insurance or Plan for failure to follow plan procedures; (12) Loss resulting from the use of any drug or agent classified as a narcotic, psycholytic, psychedelic, hallucinogenic, or having a similar classification or effect, unless prescribed by a Doctor; (13) Injury sustained while operating, riding in or upon, mounting or alighting from, any two, three or four-wheeled recreational motor/engine driven vehicle, snowmobile or all-terrain vehicle (ATV); (14) Injury sustained while participating in or practicing for senior high interscholastic tackle football including grade 9 if playing with grade 10 or above, including travel, unless optional coverage has been purchased; (15) Cosmetic or plastic surgery, except for reconstructive surgery on an injured part of the body; (16) Treatment in any Veteran's Administration or federal Hospital, except if there is a legal obligation to pay; (17) Loss resulting from being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; (18) Dental treatment, except as specifically stated; (19) Services of an assistant surgeon or Doctor when surgery is performed; (20) Eyeglasses, contact lenses, routine eye exams or prescriptions therefore; (21) Prescription Drugs, crutches, braces, artificial limbs, etc., except as specifically stated.

IMPORTANT INFORMATION

1. Treatment must begin within thirty (30) days of Accident.
2. Expense must be incurred within fifty-two (52) weeks of Accident.
3. Written proof of loss must be furnished within ninety (90) days of Accident.
4. No refunds are available.

Blanket Accident insurance products are issued on Form Series GP-2030, GP-2020 or GP-1200 by Guarantee Trust Life Insurance Company, Glenview, IL. These products and their features are subject to state availability and may vary by state. Certain exclusions and limitations may apply. The exact provisions governing the insurance are contained in the Policy issued to the Policyholder and certain provisions may be administered to conform to state requirements. The Policy shall control in the event of any conflict between the Policy and this brochure. For complete details of coverage please contact the agent administering the program.

Book	Policy Manual
Section	Vol. 38, No. 2 - January 2020
Title	Vol. 38, No. 2 - January 2020 OVERVIEW
Code	1-OVERVIEW
Status	From Neola

UPDATE

VOLUME 38 NUMBER 2

January 2020

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.

DOL Final Rule Changing Salary Threshold for Exempt White-Collar Employees to Take Effect January 1, 2020

On September 24, 2019 (and as reported in Volume 38 Number 1 Update Legal Alert) the U.S. Department of Labor (DOL) issued a final rule changing the minimum salary that white-collar employees must be paid to qualify as exempt from the overtime requirements under the Fair Labor Standards Act (FLSA).

The final rule takes effect on January 1, 2020, and raises the current minimum salary level for exempt employees from $455 per week or $23,660 annually, to $684 per week or $35,568 annually. This is similar to the proposed rule issued in March 2019 and was generally considered non-controversial - unlike more dramatic changes that were proposed in 2016 which would have raised the minimum salary level to $47,476 but never took effect as they were halted by a Texas Federal court. There are currently no legal challenges to the final rule that would prevent it from taking effect on January 1, 2020.

This final rule will have a significant impact on employers. In fact, the DOL estimates that 1.3 million additional U.S. workers will be eligible for overtime in January.

Under current DOL regulations, most white-collar employees - executives (supervisors), administrative employees and professionals - are exempt from the FLSA rules and need not be paid overtime for workweeks in which they work more than forty (40) hours if they satisfy the following two conditions:

A. they must perform what the DOL has defined as exempt duties; and

B. they must receive a guaranteed salary of at least $455 per week or approximately $23,660 annually.

The final rule only changes the minimum salary requirement.

Reminders

- Ohio's minimum wage increased to $8.70 per hour, effective January 1, 2020, for non-tipped employees. For "employees" under the age of 16, the state minimum wage matches the Federal minimum wage of $7.25 per hour. This rate is adjusted annually based on the U.S. Consumer Price Index.
- The Internal Revenue Service (IRS) issued Notice 2020-05 which provides the 2020 mileage rate at 57.5 cents per mile for business travel (0.5 less than 2019 rate).
- The U.S. Department of Labor maintains regulatory authority over State and local government employers, including public school districts. Note that the following Federal laws have poster requirements which apply to school districts (no federal or federally-assisted contracts or subcontracts):
    - The Employee Polygraph Protection Act (EPPA)
    - The Fair Labor Standards Act (FLSA) Minimum Wage Notification
    - The Family and Medical Leave Act (FMLA)
    - Uniformed Services Employment and Reemployment Rights Act (USERRA)
    - Occupational Safety and Health Act (Workplace Safety)
    - Whistleblower Protections

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

Legal Alerts

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

2. OTES and OPES
3. Non-Routine Use of School Buses
4. Substitute Teaching Licenses
5. Emotional Support/Comfort Animals and Therapy Dogs
6. Use of FMLA Leave to Attend IEP Team Meetings

7. Annual Random Drug Testing Rate Increase and New FMCSA Clearinghouse

BYLAWS AND POLICIES

Policy 1520 - Employment of Administrators (Revised)
Policy 3120 - Employment of Professional Staff (Revised)
Policy 3120.05 - Employment of Personnel in Summer School and Adult Education Programs (Revised)
Policy 3120.08/4120.08 - Employment of Personnel for Co-Curricular/Extra-Curricular Activities (Revised)

Revisions to these policies evolved from the enactment of H.B. 491 limiting Treasurer liability regarding confirmation of employee licensure. The law requires notification of valid licensure to be provided to the Treasurer prior to payment.

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

Policy 2464 - Gifted Education and Identification (Revised)

Revisions to this policy are in response to questions raised by clients and program reviewers. Ohio Revised Code (O.R.C. 3324) and Ohio Administrative Code (O.A.C. 3301-51-15) address specific content of District policy and the District's plan for Gifted Education and Identification and require a regular (annual) review of same. These revisions add emphasis to the requirement to provide an "opt-out" of services for students and address the need to follow prescribed timelines (e.g.., a transfer student must be evaluated within ninety (90) days; the District must notify parents within thirty (30) days of assessment results). While the current policy does have a '"catch-all" statement that should suffice, reviewers seem to be looking for greater specificity.

These revisions reflect current provisions of State law and administrative regulations and should be adopted to maintain accurate policies. The revised policy, along with the District plan must be filed with ODE on an annual basis.

Policy 3120/4120 Employment of Professional/Classified Staff (Revised)

These two (2) policies have been revised to replace reference to "highly qualified" as previously required, with current Ohio licensure requirements.

These revisions reflect the current ODE licensure requirements and should be adopted to maintain accurate policies.

Policy 3120.04 - Employment of Substitutes (Revised)

Revisions to this policy reflect the changes made for substitute teaching licenses in S. B. 216 and codified in R.C. 3319.226 (effective in November 2019). Details of this statutory change and ODE licensure protocols are included in Legal Alert - Substitute Teaching Licenses in this Update.

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

Policy 4124 - Employment Contract (Revised)

This issue was covered in an earlier Legal Alert (August 2018) following the passage of S.B. 216, which modified Ohio Revised Code Section 3319.081, governing the contract status of nonteaching employees. This change regarding the limited contract sequence for nonteaching school employees may be impacted by collective bargaining language and/or civil service provisions for such employees. Revisions to this policy include options that should be considered regarding employment contracts for nonteaching employees in non-civil service Districts.

These revisions are recommended for consideration.

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

See Legal Alert - Annual Random Drug Testing Rate Increase and New FMCSA Clearinghouse. Specific notification and reporting requirements have been added in response to audit recommendations from the Department of Transportation officials.

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

Policy 5460 - Graduation Requirements (Revised)

The Legislature has approved a number of changes to Ohio's graduation requirements over the past few years (See: Legal Alert in Winter 2019 Update). The latest changes were adopted in House Bill 166 and included new requirements for the Class of 2023 and beyond. Policy 5460 has been updated to incorporate these changes. Among the changes for the Class of 2023, students will be required to earn at least two of twelve recognized diploma seals. The State Board of Education is directed to adopt guidelines for issuing nine of the new State seals. School Districts are required to adopt guidelines and offer at least one of three local seals – the community service seal, the fine and performing arts seal, or the student engagement seal. An optional administrative guideline has been developed for Districts that elect to offer the new local diploma seals for students before 2023. ODE has indicated that it plans to release additional information about the 2023 requirements, including diploma seals, in the near future. Districts should carefully consider whether to adopt the new requirements before ODE releases the guidance.

This revision reflects current law and should be adopted, after careful consideration of options provided, in order to maintain accurate policies.

Policy 5460.02 - Students At Risk of Not Qualifying for a High School Diploma (NEW)

This new policy is provided in response to the requirements of H.B. 166 and is consistent with current guidance from ODE.

This new policy reflects the requirements of State law and should be adopted.

Policy 6107 - Authorization to Accept and Distribute Electronic Records and to Use Electronic Signatures (Revised)

This revision recognizes and authorizes the use of electronic signatures and electronic records for the broader range of applications and transactions that are part of the school business function. Such specific authorization has been requested by clients when dealing with Medicaid assistance for IEP services. It should be noted that the District should implement procedures with the use of electronic signatures and electronic records that protect the integrity and security of the information included in such records.

This revision is recommended for adoption.

ADMINISTRATIVE GUIDELINES

AG 3120A - Selection of Professional Personnel (Revised)

See note on Policy 3120.

AG 3120B - Appointment of Personnel to Compensated Co-Curricular and Extra-Curricular Activities (Revised)

See note on Policy 3120.

AG 3120.04 - Employment of Substitutes (Revised)

See note on Policy 3120.04.

AG 3120.05 - Employment of Summer School Staff (Revised)

See note on Policy 3120.

AG 5460D - Diploma Seals (NEW)

See note on Policy 5460.

AG 5530A - Use of Anabolic Steroids (Revised)

This revision reflects the change to R.C. 3313.752, prompted by S.B. 229 (effective March 22, 2020), which added the "without a valid prescription" qualifier. Districts are required to post this warning in the locker rooms of each District school that includes any grade higher than the sixth (6th) grade.

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	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised EMPLOYMENT OF ADMINISTRATORS
Code	po1520
Status	
Adopted	November 19, 2007
Last Revised	November 16, 2015

1520 - **EMPLOYMENT OF ADMINISTRATORS**

The Board of Education recognizes that it is vital to the successful operation of the District that administrative positions created by the Board be filled with highly qualified and competent personnel. The Board may contract with the governing board of the educational service center from which it otherwise receives services to conduct searches and recruitment of candidates for assistant superintendent, Principal, assistant principal, and other administrator positions.

The Board shall approve the employment, determine the compensation, and establish the term of said employment for each administrator employed by the Board. Individuals may be employed as administrators pursuant to a limited contract for a term not to exceed three (3) years, unless the individual has been employed by the Board as an administrator in the District for three (3) or more years, in which case his/her term of the contract shall be for not more than five (5) years and, unless the Superintendent recommends otherwise, not less than two (2) years. If, however, the Superintendent so recommends, the term of the contract of an individual who has been employed as an administrator in the District for three (3) years or more may be one (1) year. All subsequent contracts granted to such individuals must be for a term of not less than two (2) years and more than five (5) years.

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

1. the Assistant Superintendent;
2. the Director of the Four Cities Compact;
3. the Director of Instruction and Professional Development;
4. the Director of Student Services; or
5. the Treasurer.

~~(see below).~~
~~Individuals employed in the following categories shall be considered members of the administrative staff:~~

A. _____

B. _____

C. _____

D. _____

E. _____

F. _____

~~[ ] In accordance with the provisions of R.C. 3319.031, the Board may assign specified powers and duties to one (1) or more administrators.~~

Any person employed as an assistant superintendent, Principal, assistant principal, or other administrator shall possess a valid certificate/license issued pursuant to Ohio law and shall file a copy of his/her certificate/license with the District.

As a prerequisite to employee pay, the Superintendent must first issue to the Treasurer a written statement that confirms each administrator has filed with the Superintendent both a copy of all valid licenses as well as copies of any reports required by the State Board or this Board to demonstrate his/her qualification to assume an educational administrator position. No administrator employed in a position for which licensure is required may be paid until evidence of such appropriate licensure for the position has been received by the Superintendent and transmitted to the Treasurer.

To the extent permitted by law, the Board may request the State Board of Education to issue a two (2) year alternative administrative specialist license or a one (1) year alternative principal license to a candidate recommended by the Superintendent for an administrative position, provided the candidate is of good moral character and meets the requirements set forth by the State Board of Education.

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

[X] An individual who is related to [a] staff member[s] may be employed as an administrator by the Board provided the administrator is not placed in a position in which s/he will supervise directly the staff member to whom s/he is related.

~~[ ] Applications for employment as an administrator will not be accepted from any current Board member. If a Board member wishes to apply for a position on the administrative staff, his/her resignation must be accepted by the Board prior to submitting an application.~~

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

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

The Superintendent may recommend and the Board may approve the reemployment of an administrative staff member at any regular or special meeting held during the period beginning on the first day of January of the calendar year immediately preceding the year of expiration of the employment contract and ending on the first day of June in the year the employment contract expires.

The Board may, by a three-fourth's (3/4's) majority vote of its full membership, reemploy an assistant superintendent, Principal, assistant principal, or other administrator whom the Superintendent refuses to nominate. If need be, and to the extent permitted by law, the Board may request the State Board of Education to issue a two (2) year alternative administrative specialist license or a one (1) year alternative principal license to an administrator whom the Superintendent has refused to nominate for reemployment in an administrative position, provided the candidate is of good moral character and meets the requirements set forth by the State Board of Education.

Before taking action to renew or non-renew the contract of any administrator and prior to the first day of June of the year in which the administrator's contract expires, the Board shall notify each such administrator of the date his/her contract expires and inform the administrator that s/he may request a meeting with the Board to discuss its reasons for considering renewal or non-renewal of his/her contract. Upon the request of the administrator, the Board shall meet with him/her in executive session. The administrator shall be permitted to have a representative of his/her choice present at that meeting.

If the Board fails to provide the evaluations as required by Board Policy or if the Board fails to provide, following the request of the administrator, a meeting for the purpose of discussing the Board's reasons for considering renewal or non-renewal of the administrator's contract, then the administrator shall be automatically reemployed at the same salary plus any increments that may be authorized by the Board, and the term of reemployment shall be one (1) year, unless the individual has been employed as an administrator by the District for three (3) years or more in which case the reemployment shall be for a term of two (2) years.

Furthermore, an administrator shall be deemed reemployed upon expiration of his/her contract term unless the administrator notifies the Board to the contrary on or before the fifteenth day of June, or unless the Board either reemploys the administrator for a succeeding term or gives written notice of its intent not to reemploy the administrator on or before the first day of June in the year in which said contract expires. In such instances, the reemployment shall be at the same salary plus any increments that may be authorized by the Board, and the term of reemployment shall be one (1) year, unless the individual has been employed as an administrator by the District for three (3) years or more in which case the reemployment shall be for a term of two (2) years.

[X] Any administrator's intentional misstatement of fact material to qualifications for employment or reemployment, or to the determination of salary, shall be considered by this Board to constitute grounds for dismissal.

[X] All administrators shall become familiar with the policies of the Board and other such guidelines, regulations, memoranda, bulletins, and handbooks that pertain to their duties in the District. Any administrator employed by the Board who shall be guilty of any willful violation of the policies of the Board shall be guilty of gross insubordination and shall be subject to dismissal or such lesser penalty as the Board may prescribe.

Except by mutual agreement of the parties thereto, no administrator shall be transferred during the term of his/her contract to a position of lesser responsibility. Furthermore, no contract may be terminated or suspended except in accordance with State law.

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

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Legal R.C. 3319.01, 3319.02, 3319.031, 3319.07, 3319.16, 3319.17, 3319.171
R.C. 3319.27, 3319.36

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised GIFTED EDUCATION AND IDENTIFICATION
Code	po2464
Status	
Adopted	November 19, 2007
Last Revised	August 14, 2017

2464 - **GIFTED EDUCATION AND IDENTIFICATION**

The Board of Education shall ensure that procedures are established to identify all gifted students. The District follows the identification eligibility criteria as specified in Section 3324.03 of the Ohio Revised Code and the Operating Standards for Identifying and Serving Gifted Students as specified in the District Plan.

"Gifted" students perform or show potential for performing at remarkably high levels of accomplishment when compared to others of their age, experience, or environment. Annually, children who are gifted are identified by professionally qualified persons using a variety of assessment procedures. The Board encourages efforts to provide services for the children who are gifted as an integral part of the total kindergarten through grade 12 program.

The Superintendent shall identify children in grades kindergarten through twelve, who may be gifted in one or more of the following areas:

A. Superior Cognitive Ability

B. Specific Academic Ability in one or more of the following content areas:

1. Mathematics
2. Science
3. Reading, writing, or a combination of these skills
4. Social studies

C. Creative Thinking Ability

D. Visual or Performing Arts Ability such as drawing, painting, sculpting, music, dance, drama

Only those instruments approved by the Ohio Department of Education shall be used for screening, assessment, and identification of children who are gifted as provided in the Chart of Approved Gifted Identification/Screening Instruments. The District shall select instruments from the approved list that will allow for appropriate screening and identification of minority and disadvantaged students, students with disabilities, and students for whom English is a second language.

Scores on Ohio Department of Education approved assessment instruments provided by other school districts and trained personnel outside the School District shall be accepted.

The Board of Education shall adopt and the Superintendent shall submit to the Ohio Department of Education a plan for the screening, assessment, and identification of children who are gifted. Any revisions to the District plan will be submitted to the Ohio Department of Education for approval. The identification plan shall include the following:

A. the criteria and methods used to screen and select children for further assessment who perform or show potential for performing at remarkably high levels of accomplishment in one of the gifted areas

B. the sources of assessment data used to select children for further testing and an explanation to parents of the multiple assessment instruments required to identify children who are gifted

C. an explanation for parents of the methods used to ensure equal access to screening and further assessment by all District children, culturally and linguistically diverse children, children from low socio-economic background, children with disabilities, and children for whom English is a second language

D. the process of notifying parents regarding all policies and procedures concerning the screening, assessment, and identification of children who are gifted

E. provision of an opportunity for parents to appeal any decision about the results of any screening procedure for assessment, the scheduling of children for assessment, or the placement of a student in any program or for receipt of services

F. procedures for the assessment of children who transfer into the District

G. provisions for students to withdraw from gifted programs and services

H. at least two (2) opportunities a year for assessment in the case of children requesting assessment or recommended for assessment by teachers, parents, or other students

The District's plan may provide for contracting with any qualified public or private service provider for screening or assessment services under the plan.

The Superintendent shall:

A. ensure equal opportunity for all children identified as gifted to receive any or all services offered by the District;

B. implement a procedure for withdrawal of children from District services and for reassessment of children;

C. implement a procedure for resolving disputes with regard to identification and placement decisions;

D. inform parents of the contents of this policy as required;

E. submit, as required, an annual report to the Ohio Department of Education.

Placement procedures for District services shall be in conformance with the District's written criteria for determining eligibility for placement in those services.

A. Written criteria for determining eligibility for placement in a gifted service shall be provided to any parent, District educator, or the Ohio Department of Education upon request.

B. Written criteria provided by the District shall include an explanation of the methods used to ensure equal access to each gifted service for all eligible District students, including minority or disadvantaged students, students with disabilities, and students for whom English is a second language.

C. Services which students receive shall be consistent with their area(s) of identification and shall be differentiated to meet their needs.

D. Subjective criteria such as teacher recommendations shall not be used to exclude a student from service in the superior cognitive and specific academic areas who would otherwise be eligible.

E. All District students who meet the written criteria for a gifted service shall be provided an equal opportunity to receive that service.

~~The Superintendent shall implement all policies and procedures in accordance with laws, rules and regulations, and follow the Operating Standards for Identifying and Serving Gifted Students.~~

The Superintendent shall implement all policies and procedures in accordance with timelines and other requirements of laws, rules and regulations, and follow the Operating Standards for Identifying and Serving Gifted Students.

The Superintendent shall develop a plan for the service of gifted students enrolled in the District identified under this policy. Gifted services shall occur during the typical instructional day with flexibility allowed for the scheduling of District-approved internships or mentorships and higher education coursework, including credit flexibility. Services specified in the plan may include such options as the following:

A. a differentiated curriculum

B. differentiated instruction

C. cluster groupings

D. mentorships/internships

E. whole grade acceleration (see Policy 5410)

F. subject acceleration (see Policy 5410)

G. early entrance (see Policy 5112)

H. early high school graduation (see Policy 5464)

I. dual enrollment opportunities including but not limited to college credit plus

J. advanced placement/international baccalaureate courses

K. honors classes

L. magnet schools

M. self-contained classrooms

N. resource rooms

O. independent study/educational options

P. advanced online courses and programs

Q. services from a trained art instructor

R. other options identified in the rules of the Ohio Department of Education

A Written Education Plan (WEP) will guide the gifted services based on the student's area(s) of identification and individual needs. The Written Education Plan shall:

A. provide a description of the services to be provided;

B. identify staff members responsible for providing that specific services are delivered;

C. implement a procedure for resolving disputes with regard to identification and placement decisions;

D. specify policies regarding the waiver of assignments and the scheduling of tests missed while participating in any gifted services provided outside the general classroom if different from the District policy detailed below;

E. specify a date by which the WEP will be reviewed for possible revision.

The WEP shall be developed in collaboration with an educator who holds licensure or an endorsement in gifted education. The WEP shall include goals for the student, methods and performance measurements for evaluating progress on the goals, and a schedule for reporting progress to students and parents.

Parents and all educators responsible for providing gifted education services to the student, including teachers providing differentiated instruction in general education settings, shall be provided a copy of the WEP.

Students participating in gifted services provided outside the general education classroom will generally be exempted from routine classwork (worksheets, homework, etc.) assigned during absences from the regular classroom due to participation in the gifted services. Students are to turn in work due the day of absence and make arrangements to make up missed tests. Special classwork (projects, book reports, etc.) assigned during the student's absence are to be completed. Exceptions to this policy will be detailed in the student's Written Education Plan.

The District shall report to parents and the Ohio Department of Education that a student is receiving gifted education services only if the services are provided in conformance with the Operating Standards for Identifying and Serving Gifted Students.

Each year, the District shall submit data and participate in program audits as required by the Department.

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Legal	R.C. 3301.07(K), 3324.01 - 3324.07, 3315.09, 3317.022, 3317.024, 3317.051
	R.C. 3317.40
	A.C. 3301-35-01, 3301-35-06, 3301-51-15

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised EMPLOYMENT OF PROFESSIONAL STAFF
Code	po3120
Status	
Adopted	November 19, 2007
Last Revised	August 12, 2019

3120 - **EMPLOYMENT OF PROFESSIONAL STAFF**

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

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

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

A. Administrators

B. Teachers

C. Psychologist

D. Speech & Hearing

E. All others that require a professional license

F.

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

1. the Assistant Superintendent;
2. the Director of the Four Cities Compact;
3. the Director of Instruction and Professional Development;
4. the Director of Student Services; or
5. the Treasurer.

~~or by another individual designated by the Board in the event that the Superintendent's nomination would be a violation of R.C. 2921.42.~~

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

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

~~[ ] The Board will not employ (but may reemploy) the~~
~~( ) children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a Board member.~~
~~( ) children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a regular full-time professional staff member.~~

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

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

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

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

~~**[ ]** The Superintendent may, however, recommend to the Board the employment of an unlicensed person if s/he holds a baccalaureate degree and is a veteran of the Armed Forces of the United States and has been honorably discharged within the last three (3) years, and while in the armed services, had meaningful experience as a teacher or instructor, and the right to teach without a license has not been revoked by the Superintendent of Public Instruction.~~

If such a person is employed, s/he shall be considered to be eligible for and must fulfill the professional development standards required of other professional staff members.

If the Superintendent, after proper investigation, determines that the person no longer should have the right to teach, s/he may be terminated without regard to R.C. 3319.11 and R.C. 3319.16.

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

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

REQUIREMENTS FOR TEACHERS

Teachers must hold a valid license issued by the State to teach in all areas of assignment. Teachers who instruct in core subject areas must be properly certified/licensed as required by the Elementary and Secondary Education Act, as amended ("ESEA"), and State law. A properly licensed/certified teacher is defined as a teacher who has successfully completed all requirements for certification/licensure and holds a license applicable to all grade levels and subject areas in which the teacher provides instruction and the students to whom the teacher provides the instruction. "Core subject areas" include reading, English Language Arts, Mathematics, Science, Social Studies, Foreign Language, and Fine Arts.

The following teaching license types may be considered eligible for proper certification/licensure in a core subject area:

A. Resident Educator/Alternative Resident Educator License

B. Professional Educator License

C. Senior Professional Educator License

D. Lead Professional Educator License

E. One-Year Out-of-State License

F. Supplemental License

G. Visiting International Teacher License

The Superintendent shall report State certification and licensure status for every teacher at least annually in accordance with State and Federal law. At the start of the school year, the Superintendent shall notify parents/guardians of each student enrolled in the District that they may request information about the professional qualifications of each classroom teacher who provides instruction to the student. Upon request of the parent/guardian, the District will provide information about each teacher assigned to provide instruction to their student(s) in a timely manner. The information will include whether the teacher has satisfied all requirements for certification/licensure or whether the teacher provides instruction under a waiver.

~~All teachers shall be "highly qualified."~~

~~"Highly Qualified" means:~~

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

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

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

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

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

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

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

Confirmation of Licensure

As a prerequisite to employee pay, the Superintendent must first issue to the Treasurer a written statement that confirms each teacher and/or professional employee has filed with the Superintendent both a copy of all valid licenses as well as copies of any reports required by the State Board or this Board to demonstrate his/her qualification to teach in all assigned subject and grade levels of instruction and/or a professional educator position. No professional staff member employed in a position for which licensure is required may be paid until evidence of such appropriate licensure for the subject area, grade level, or position, etc. has been received by the Superintendent and transmitted to the Treasurer.

R.C. 2909.34, 2921.01, 2921.42, 3319.02, 3319.07, 3319.074, 3319.11
R.C. ~~3319.23 - .282,~~3319.23-.28, 3319.283, 3319.301, 3319.36, 3319.39
20 U.S.C. 6319
20 U.S.C. 7801
A.C. 3301-24-05
ESEA 1112

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Legal	R.C.2909.34, 2921.01, 2921.42, 3319.02, 3319.07, 3319.074, 3319.11
	R.C. 3319.23 - .28, 3319.283, 3319.301, 3319.36, 3319.39
	20 U.S.C. 6319
	20 U.S.C. 7801
	A.C. 3301-24-05
	ESEA 1112

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised EMPLOYMENT OF SUBSTITUTES
Code	po3120.04
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

3120.04 - **EMPLOYMENT OF SUBSTITUTES**

The Board of Education recognizes the need to procure the services of substitutes in order to continue the operation of the schools as a result of the absence of regular personnel.

~~The Superintendent shall employ substitutes for assignment as services are required to replace temporarily absent regular staff members and fill new positions. (1) Such assignment of substitutes may be terminated when their services are no longer required.~~
The Superintendent shall recommend and the Board shall approve substitutes to replace temporarily absent regular staff members and fill new positions. Substitute teachers whose license limits them to teach for only one (1) semester in a class will be approved by the Board before the start of each semester. Employment of substitute teachers may be terminated when their services are no longer required.

Substitutes must possess a valid Ohio professional license or substitute ~~license~~teaching license to serve as a substitute. No professional staff member employed in a position for which licensure is required may be paid until evidence of such appropriate licensure for the subject area, grade level, or position, etc. has been received by the Superintendent and transmitted to the Treasurer.~~, unless the **( ) Superintendent ( ) Educational Service Center (ESC) Superintendent** believes the person's application information indicates the person has the qualifications to receive a teacher's license. Such a person may be employed on a conditional basis for a period not to exceed sixty (60) days from the date the person submits a request for a license to the Department of Education through the date the **( ) Superintendent ( ) Educational Service Center Superintendent** receives the person's valid teaching license. If the license is not delivered within the time period, the person's employment is to be terminated.~~

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

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

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

A substitute employed for more than sixty (60) days in one (1) specific position will be placed at the minimum salary on the current teachers' salary schedule (e.g. BA/0) and will be eligible for fringe benefits provided ~~regular staff members.~~to regular teachers, including sick leave.

~~D~~Casual or daily substitutes shall not earn sick leave nor be paid for days when students are not required to attend school. They are also not entitled to receive notice of non-renewal.

R.C. 2909.34, 3307.381(A), 3317.13, 3319.10, 3319.101, 3319.36, 3319.39

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Legal	R.C. 2909.34, 3307.381(A), 3317.13, 3319.10, 3319.101, 3319.36, 3319.39

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised EMPLOYMENT OF PERSONNEL IN SUMMER SCHOOL AND ADULT EDUCATION PROGRAMS
Code	po3120.05
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

3120.05 - **EMPLOYMENT OF PERSONNEL IN SUMMER SCHOOL AND ADULT EDUCATION PROGRAMS**

The Board of Education recognizes that the success of the summer school and adult education programs depends in large measure upon the employment of qualified and competent personnel.

The Board shall fix the compensation and set the term of employment for each person employed in the subject programs established for this District. The Board will employ only those candidates recommended by the Superintendent.

A candidate's intentional misstatement of fact material to his/her qualifications for employment or the determination of his/her salary will be considered by the Board to constitute grounds for dismissal.

~~[ ]~~No candidate for employment shall receive recommendation for such employment without having proffered visual evidence of proper licensing, if needed or that application for such licensing if in process. In accordance with Policy 3120, no professional staff member employed in a position for which licensure is required may be paid until evidence of such licensure has been received by the Superintendent and transmitted to the Treasurer.

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

~~[ ] Adult education instructors who do not have unsupervised access to children may forego the FBI criminal records checks if, within the previous five (5) years period, they have continuously resided in Ohio.~~

R.C. 2909.34, 3307.381, 3319.10, 3317.13, 3319.36, 3319.39

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Legal	R.C. 2909.34, 3307.381, 3319.10, 3317.13, 3319.36, 3319.39

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES
Code	po3120.08
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

3120.08 - **EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES**

The Board of Education may employ professional staff for co-curricular/extra-curricular activities. However, the Board may find it necessary to employ, on a part-time basis, coaches or activity sponsors who are not members of the professional staff. Such part-time employees

(X) may be members of the District's

~~**( )** classified staff~~

(X) support staff

(X) or individuals from the community or nearby areas.

The Board authorizes the Superintendent

(X) to recommend candidates for employment by the Board.

~~**( )** to act for the Board in employing such part-time staff.~~

Each coach or activity sponsor shall hold a valid Pupil Activity Program Permit issued by the State Board of Education under R.C. 3319.303(A), have any other necessary qualifications, have been properly interviewed, and shall sign an employment contract which includes the conditions of employment, compensation arrangements, and contract termination procedures. An employee must submit a copy of an active Pupil Activity Program Permit to both the Treasurer/CFO and the Superintendent before the Board will pay any compensation.

In accordance with Policy 3120, no staff member, coach, or activity sponsor employed in a position for which licensure or permit is required may be paid until evidence of such appropriate licensure or permit valid for the effective dates of such services has been received by the Superintendent and transmitted to the Treasurer.

~~The Board will not allow any prospective coach or activity sponsor to engage in supervision and/or coaching activities until such time that a valid Pupil Activity Permit for that individual is filed with the District.[ ]~~

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

The Board may renew the contract of any nonlicensed individual, currently employed by the Board for one or more years, without first offering the position held by that individual to employees of the District who are licensed individuals or advertising the position as available to any qualified licensed individuals who are not currently employed by the Board unless otherwise prohibited by a collective bargaining agreement.

No individual employed by the Board for any co-curricular or extra-curricular activity may accept compensation from any third party or source, including, but not limited to booster, parent or other District support organizations, for the performance of his/her official duties or as a supplement to his/her compensation from the Board.

No individual serving as a volunteer for co-curricular/extra-curricular activities may accept compensation from any third party or source, including, but not limited to booster, parent or other District support organizations, for the performance of his/her official duties as a volunteer on behalf of the Board.

R.C. 2909.34, 3319.303, 3319.36, 3313.53, 3313.539, 3319.39
A.C. 3301-27-01, Ohio Ethics Commission Advisory Opinion 2008-01

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Legal	R.C. 2909.34, 3319.303, 3319.36, 3313.53, 3313.539, 3319.39 A.C. 3301-27-01, Ohio Ethics Commission Advisory Opinion 2008-01

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised EMPLOYMENT OF CLASSIFIED STAFF
Code	po4120
Status	
Adopted	November 19, 2007
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4120 - **EMPLOYMENT OF CLASSIFIED STAFF**

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

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

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

A. Maintenance

B. Custodial

C. Cafeteria/Food Service

D. Transportation

E. Clerical

F. Aides and Attendants

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

1. the Assistant Superintendent;
2. the Director of the Four Cities Compact;
3. the Director of Instruction and Professional Development;
4. the Director of Student Services; or
5. the Treasurer.

~~[ ] Such approval shall be given only to those candidates for employment chosen by the Board from a group selected by the Superintendent.~~
~~[ ] When any recommended candidate has been rejected by the Board, the Superintendent shall make a substitute recommendation.~~
~~[ ] All applications for employment shall be referred to the _____.~~

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

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

~~[ ] The Board will not employ (but may reemploy) the~~
~~( ) children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a Board member.~~
~~( ) children, siblings, spouse, parents, in-laws, or bona fide dependents (IRS criteria) of a regular full-time classified staff member.~~

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

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

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

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

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

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

REQUIREMENTS FOR TITLE I PARAPROFESSIONAL

Educational aides/paraprofessionals assigned to provide academic support in a core subject area to any student in any program supported by Title I funds must be properly certified as required by the Elementary and Secondary Education Act, as amended ("ESEA") and State law. A properly certified paraprofessional is defined as an individual who holds a valid educational aide permit and who meets at least one (1) of the following criteria:

A. has a designation of "ESEA qualified" on the educational aide permit

B. has successfully completed at least two (2) years of coursework at an accredited institution of higher education

C. holds an associate degree or higher from an accredited institution of higher education

D. meets a rigorous standard of quality as demonstrated by attainment of a qualifying score on an academic assessment specified by the department of education

"Core subject areas" include Reading, English Language Arts, Mathematics, Science, Social Studies, Foreign Language, and Fine Arts.

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

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

B. ~~Obtained at least an associates degree; or~~

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

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

Exceptions - These requirements do not apply to a paraprofessional:

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

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

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

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

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

C. providing assistance in a computer laboratory;

D. providing support in a library or media center;

E. conducting parental involvement activities;

F. acting as a translator;

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

1. teacher plans the instructional activities that the paraprofessional carries out;
2. teacher evaluates the achievement of the students with whom the paraprofessional is working;
3. paraprofessional works in close and frequent physical proximity to the teacher;

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

The Superintendent shall report State certification and licensure status for every paraprofessional at least annually in accordance with State and Federal law. At the start of the school year, the Superintendent shall notify parents/guardians of each student enrolled in the District that they may request information about the professional qualifications of each paraprofessional who provides services to the student. Upon request of the parent/guardian, the District will provide information about each assigned paraprofessional in a timely manner. The information will include the qualifications of the paraprofessional(s) assigned to work with the student.

Confirmation of Licensure

No staff member employed in a position for which licensure is required (e.g. paraprofessional) may be paid until evidence of such appropriate licensure for the subject area, grade level, or position, etc. has been received by the Superintendent and transmitted to the Treasurer.

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

R.C. 2909.34, 3319.074, 3319.081, 3319.082, 3319.39
A.C. 3301-83-07
ESEA 1112
20 U.S.C. 6319

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Legal	R.C. 2909.34, 3319.074, 3319.081, 3319.082, 3319.39
	A.C. 3301-83-07
	ESEA 1112
	20 U.S.C. 6319

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 - Revised EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES
Code	po4120.08
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Adopted	January 12, 2009
Last Revised	October 14, 2013

4120.08 - **EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/EXTRA-CURRICULAR ACTIVITIES**

The Board of Education may find it necessary to employ, on a part-time basis, coaches or activity sponsors who are not members of the professional staff. Such part-time employees

(X) may be members of the District's

~~**( ) classified staff**~~

(X) support staff

(X) or individuals from the community or nearby areas.

The Board authorizes the Superintendent

(X) to recommend candidates for employment by the Board.

~~**( ) to act for the Board in employing such part-time staff.**~~

Each coach or activity sponsor shall hold a valid Pupil Activity Program Permit issued by the State Board of Education under R.C. 3319.303(A), have any other necessary qualifications, have been properly interviewed, and shall sign an employment contract which includes the conditions of employment, compensation arrangements, and contract termination procedures.

No staff member employed in a position for which licensure or permit is required may be paid until evidence of such appropriate licensure or permit valid for the effective dates of such services has been received by the Superintendent and transmitted to the Treasurer.

~~The Board will not allow any prospective coach or activity sponsor to engage in supervision and/or coaching activities until such time that a valid Pupil Activity Permit for that individual is filed with the District.[ ]~~

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

The Board may renew the contract of any nonlicensed individual, currently employed by the Board for one or more years, without first offering the position held by that individual to employees of the District who are licensed individuals or advertising the position as available to any qualified licensed individuals who are not currently employed by the Board unless otherwise prohibited by a collective bargaining agreement.

R.C. 2909.34, 3313.53, 3319.291, 3319.303, 3319.36, 3319.39
A.C. 3301-27-01, Ohio Ethics Commission Advisory Opinion 2008-01

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Legal	R.C. 2909.34, 3313.53, 3319.291, 3319.303, 3319.36, 3319.39 A.C. 3301-27-01, Ohio Ethics Commission Advisory Opinion 2008-01

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Replacement EMPLOYMENT CONTRACT
Code	po4124
Status	
Adopted	November 19, 2007

4124 - **EMPLOYMENT CONTRACT**

~~**[ ] (City)**~~
~~For classified employees newly hired into a position covered by the civil service laws,~~
~~**( )** but not a part of a bargaining unit represented by a recognized labor representative,~~
~~a probationary period of ____ days will be served. Following successful completion of the said probationary period, such classified employees will become permanent employees and subject to removal in accordance with civil service law.~~
~~**[ ]** For classified staff who are employed in positions within a recognized bargaining unit, employment contracts and sequence will be determined in accordance with the terms and conditions set forth in the collective bargaining agreement.~~

~~Unclassified civil servants are "at will" employees.~~
~~**[Drafting Note: If not already clearly established, to determine the number of days between sixty (60) and one (1) year for your District's probationary period, you will need to contact your municipal civil service commission. If you have opted out of civil service and/or there is no active civil service in your jurisdiction, the Board may choose to set that number within those parameters. Nothing precludes a board from setting the number of days for these employees in concert with the terms set forth in a collective bargaining agreement with a union; however, the parameters remain between sixty (60) days and one (1) year.]**~~
~~**[END OF CITY OPTION]**~~

[X] (Local)

The Board requires for the mutual protection of the District and the classified staff member that every newly employed person in a classified position including regular hourly rate and per diem classified staff sign an initial employment contract for a period of not more than one (1) year.

The employment contract shall include the term for which employment is contracted, the salary, and such other matters as may be necessary to a full and complete understanding of the contract. In order to ensure employment, the applicant must sign the contract and abide by the policies of the Governing Board which pertain to him/her.

If classified staff are rehired, their three (3) subsequent contracts shall be for a period of two (2) years each. At the end of the third of these two (2) year contracts, if the classified staff member is renewed, it will be under a continuing contract.

Notice of the Board's intention not to re-employ a classified staff member shall be given on or before the first day of June.

Annual salary notices for the succeeding contract year shall be provided to classified staff no later than the first day of July.

Salaries provided to classified staff by contract may not be reduced unless such reduction is part of a uniform plan affecting the nonteaching employees of the entire District.

~~**[Drafting Note: Most collective bargaining agreements with non-teaching unions are silent on the issue of contract sequence and renewal/nonrenewal. If so, this policy provides local districts with concise language that parallels the law. However, if your agreement spells out a different sequence (for example, a probationary period followed by continuing contract status) then an additional sentence should be added:]**~~

~~**[ ]** For classified staff who are employed in positions within a recognized bargaining unit, employment contracts and sequence will be determined in accordance with the terms and conditions set forth in the collective bargaining agreement.~~

[END OF LOCAL OPTION]

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Legal R.C. 3319.081, 3319.082, 3319.083

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised GRADUATION REQUIREMENTS
Code	po5460
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2019

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 of Education shall award a regular high school diploma to every student enrolled in this District who meets the requirements of graduation established by State law and 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~~fulfill the requirements of one (1) graduation pathway that has been approved by the State **(**X **)** Ohio law provides two (2) additional options to earn a high school diploma for students in the Class of 2020 ~~(See AG 5460)~~.

~~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.~~

Course Credits Required for Graduation

CHOOSE OPTION #1 OR OPTION #2

[ ] [OPTION #1]

The requirements for graduation from high school include earning _____( ) [minimum of twenty (20)] units of credit in grades nine through twelve as established in State law and ~~passing the graduation tests required by the State Board of Education or meeting the alternative pathway to graduation.~~ this Board and fulfilling the requirements of one (1) graduation pathway that has been approved by the State. All students must complete at least two (2) semesters of fine arts. However, no student shall be required to remain in school for any specific number of semesters or other terms if the student completes the required curriculum early.

[ ] [OPTION #2]

~~The requirements for graduation from high school include passing the graduation tests required by the State Board of Education or meeting the alternative pathway to graduation, and earning~~ The requirements for graduation from high school include earning twenty-one (21) [minimum of twenty (20)] units of credit in grades nine (9) through twelve (12) as established in State law and this Board and fulfilling the requirements of one (1) graduation pathway that has been approved by the State. To graduate, students must earn twenty-one (21)_____( ) [minimum of twenty (20)] units of credit in grades nine through twelve as follows:

[NOTE: Adjust "Units Required" numbers up from statutory minimum listed if District has additional requirements.]

Subject	**Units Required**
English Language Arts [Minimum of four (4) credits]	4 units
Health [Minimum of one-half (1/2) credit]	1/2 unit
Physical Education [Minimum of one-half (1/2) credit]	1/2 unit
Mathematics [Minimum of four (4) credits] (must include one (1) unit of algebra II or equivalent of algebra II or one (1) unit of advanced computer science. Parents must sign a written statement acknowledging that not taking algebra II might negatively impact college admissions decisions before a student may substitute advanced computer science for algebra II. Students who are enrolled in a career technical program may complete a career-based pathway math course as an alternative to algebra II or advanced computer science.) ~~(must include 1 unit algebra II or equivalent of algebra II)~~	4 units
Science [Minimum of three (3) credits] (must include 1 unit physical sciences, one (1) unit of life sciences, and	3 units

one (1) unit advanced study in one (1) or more of: chemistry, physics, other physical science, advanced biology or other life science, physical geology or other earth or space science, computer science.)

Social Studies [Minimum of two (2) credits] (for students entering ninth grade after July 1, 2017, must include at least one-half (1/2) unit in world history and civilizations)~~(must include 1/2 unit of American history and 1/2 unit of American government)~~ 3 units

History and Government [Minimum of one (1) credit] (must include one-half (1/2) unit of American history, one-half (1/2) unit of American government)

~~Fine Arts, including music~~ ~~electives~~ Electives [Minimum of five (5) credits] (must include one (1) or any combination of a foreign language, computer coding, fine arts, business, career-technical education, family and consumer sciences, technology, agricultural education, a junior reserve officer training corps (JROTC) program approved by the U.S. Congress, or English Language Arts, Mathematics, Science, or Social Studies courses not otherwise required) 5 1/2 units

Technology 1/2 unit

[NOTE: END OF OPTIONS]

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 a disability or by written request of the parent.

[NOTE: Credit requirements in State law must still be met]

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~~ in accordance with State guidance, and

C. Limited English proficient students enrolled in United States schools for less than two (2) years for whom no appropriate accommodations are available.

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

[X] 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.

[X] 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, while enrolled in grades 9 through 12, and as documented by the Principal or his/her designee **[athletic director, assistant principal, guidance counselor, etc.]** 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. ~~( ) A student who has participated in the junior reserve officer training corps for at least two (2) full school years while enrolled in grades 9 through 12 may be excused from the high school physical education requirement and may use credit for such participation to satisfy the requirement to complete one-half (1/2) unit in another course of study.~~

Credit may be earned by:

A. completing coursework;

B. testing out of or demonstrating mastery of course content; or

C. pursuing one (1) or more educational options in accordance with the Center's Credit Flexibility Program.

Credit may be earned at an accredited postsecondary institution through College Credit Plus (CCP).

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:~~

State Graduation Requirements

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 (1) of ~~three (3) pathways~~ the pathways as summarized below (available pathways change and are specific to each graduating class):

Class of 2019 through Class of 2022

Students who have entered ninth grade before July 1, 2019 shall earn required credits for graduation in the appropriate subject areas, and achieve one (1) of three (3) pathways:

A. earning a State Board of Education approved, industry-recognized credential or group of credentials and achieve the required score on a workforce readiness assessment selected by the State~~a workforce readiness score on the Workkeys assessment~~; or

B. earning a cumulative score on subject-specific 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 such as ACT or SAT.

Students in the graduating classes of 2019 and 2020 may be eligible for graduation by completing two (2) additional alternative pathways.

A. Academic Pathway. Take all end-of-course examinations and retake examinations in English Language Arts or Math at least once if the student received a score lower than a three (3), plus meet at least two (2) of the following conditions:

1. attain an attendance rate of at least ninety-three percent (93%) during twelfth grade year (not available for students who enter ninth grade after July 1, 2016)
2. take at least four (4) full-year or equivalent courses during twelfth grade and obtain a grade point average of 2.5 on a 4.0 scale during twelfth grade (students who entered ninth grade between July 1, 2016, and June 30, 2017, must obtain this GPA during eleventh grade as well)
3. complete a capstone project during twelfth grade in accordance with District administrative guidelines (capstone projects for students who entered ninth grade between July 1, 2016, and June 30, 2017, must comply with guidance to be developed by the State)
4. complete 120 hours of work in community service in accordance with District administrative guidelines (community service approved for students who entered ninth grade between July 1, 2016, and June 30, 2017, must comply with guidance to be developed by the State and be both approved and verified by the District)
5. earn three (3) or more transcripted credit hours under the College Credit Plus Program at any time during high school
6. pass an Advanced Placement or International Baccalaureate course and receive a score of three (3) or higher for an AP examination or four (4) or higher for an International Baccalaureate examination during high school
7. earn a level three (3) score for each of "reading for information," "applied mathematics," and "locating information" components of the job skills assessment selected by the State Board
8. obtain an industry-recognized credential or a group of credentials equal to at least three (3) total points
9. satisfy conditions required to receive an OhioMeans-Jobs-readiness seal

B. Career Technical Pathway

Take all end-of-course examinations; complete a career-technical training program approved by ODE that includes at least four (4) career-technical courses, and meet one (1) of the following conditions:

1. demonstrate successful workplace participation with 250 hours of workplace experience and evidence of regular, positive evaluations from the employee or supervisor and a representative of the School District
2. obtain an industry-recognized credential or group of credentials equal to at least twelve (12) points
3. attain a cumulative score of at least proficient on career-technical education assessments or test modules required for the program

Class of 2023 and Beyond

Students who enter ninth grade after July 1, 2019, must satisfy the following two (2) requirements. (X) The Board of Education permits students who enter ninth grade before July 1, 2019, to earn a diploma if they meet these requirements as an additional pathway to graduation. ~~[DRAFTING NOTE: A District has the option of permitting students to earn a diploma by meeting the requirements.]~~

A. Earn at least two (2) State diploma seals, one (1) of which must include:

1. Seal of Biliteracy;
2. OhioMeansJobs-readiness Seal; or
3. State Diploma Seal in one (1) of the following areas: Industry-recognized Credential Seal; College-ready seal; Military Enlistment Seal; Citizenship seal; Science Seal; Honors Diploma Seal; Technology Seal.

The Board offers the following additional seal(s) in accordance with adopted administrative guidelines: (X) Community Service Seal; (X) Fine/Performing Arts Seal; (X) Student Engagement Seal. ~~[DRAFTING NOTE: A District must offer at least one (1) of these seals and develop guidelines for awarding the seal(s)]~~

B. Attain a competency score on each of the Algebra I and English Language Arts II end-of-course examinations. Students who receive a proficient score on Algebra I or English Language Arts prior to entering high school will fulfill this requirement and will not be required to retake the exams. Students who fail to attain the competency score in either subject will be offered remedial support and will be required to retake the exam(s) at least once. A student who fails to achieve the competency score a second time may demonstrate competency in the failed subject area by completing one (1) of the following:

1. earn course credit through College Credit plus in that subject
2. provide evidence of enlistment in a branch of the armed services of the United States; or
3. complete two (2) of the following options, with at least one (1) of the options being a foundational option

a. **Foundational Options**: earning a score of proficient or higher on three (3) or more State technical assessments; obtaining an industry-recognized credential; completing a pre-apprenticeship or apprenticeship in a chosen career field; providing evidence of acceptance into an apprenticeship program after high school that is restricted to participants eighteen (18) years of age or older.

b. **Supporting Options**: completing 250 hours of a work-based learning experience with evidence of positive evaluations; obtaining an OhioMeansJobs-readiness seal; attaining a workforce readiness score selected by the State.

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.

Participation in commencement exercises is a privilege and not a right. 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 local graduation requirements except for the the completion of a state-required pathway. Students who have completed all local graduation requirements except for the completion of a state-required pathway and participate in commencement exercises will not receive their high school diploma; rather, they will receive a certificate of attendance. ~~Commencement exercises will include only those students who have successfully completed requirements for graduation as certified by the high school principal or those students who have otherwise been deemed eligible to participate in such exercises, in accordance with the terms of their IEP. 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. However, no student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure.

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.~~

R.C. 3313.60, 3313.6021, 3313.603, 3313.61, 3313.611, 3313.6111, 3313.614
R.C. 3313.615, 3313.617, 3313.618, 3313.647, 3313.903, 3323.08
R.C. 3301.07, 0710, 0711
A.C. 3301-41-01, 3301-13-01 to 07

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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, 3313.617, 3313.618, 3313.647, 3313.903, 3323.08
R.C. 3301.07, 0710, 0711
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Code	po5460.02
Status	

5460.02 - **STUDENTS AT-RISK OF NOT QUALIFYING FOR A HIGH SCHOOL DIPLOMA**

The Board of Education is committed to ensuring that all students have an opportunity to graduate with a high school diploma. To assist with this commitment, a graduation plan is developed for all students who are enrolled in high school. The Board also utilizes specific procedures and criteria to identify students who are at-risk of not qualifying for a high school diploma and provides appropriate interventions and supports to assist at-risk students in meeting graduation requirements.

Development of a Graduation Plan

The District will develop a graduation plan for each student enrolled in grades nine through twelve. The plan will be developed jointly by the student and a District representative and will remain in effect until the student qualifies for a high school diploma. The plan will be updated annually and will describe the targeted academic pathway(s) for the student to meet graduation requirements. Parents/guardians will be invited to assist in developing and updating the graduation plan.

[x~~] The District may use a student's Individualized Education Plan ("IEP") in lieu of developing a graduation plan if the IEP contains academic goals that are substantively similar to a graduation plan.

Criteria for Identifying Students At-Risk

The determination of whether a student is at-risk of not qualifying for a high school diploma will be made using one (1) or more of the following criteria:

A. student's lack of adequate progress in meeting the terms of a graduation plan;

B. **(X)** excessive tardiness or absences from school;

C. **(X)** history of in-school or out-of-school discipline such as suspension and expulsion;

D. ~~( ) failing quarter/semester grades in ___ or more classes for at least ___ semesters during high school;~~

E. ~~( ) _____;~~

F. ~~( ) _____.~~

~~Administrative guidelines will be implemented that further define the criteria and how it will be used to identify at-risk students.~~

Procedures for Identifying Students At-Risk

The Superintendent will develop and implement procedures for identifying at-risk students enrolled in grades nine through twelve. **[ ]** Procedures may also include a process to identify at-risk students before they enter ninth grade.

The procedures will include a method for determining when a student is not making adequate progress in meeting the terms of their graduation plan, as well as a process for determining whether students meet any of the other criteria included in this policy ~~and administrative guidelines~~. Students who are identified as at-risk will be provided appropriate interventions and supports in accordance with Board policy ~~and administrative guidelines~~.

Parent Notice

Upon determination that a student has been identified as at-risk, and at least annually thereafter while the student remains identified as at-risk, the District will provide parents/guardians with written notice. The notice will include the following information:

A. a statement that the student is at-risk of not qualifying for a high school diploma;

B. a description of the curriculum requirements and/or the student's individualized education program requirements that must be completed, as well as any other requirements a student, must satisfy to qualify for a high school diploma; and

C. a description of any additional instructional interventions and supports that are available to assist the student with meeting the qualifications for a diploma.

Interventions and Supports

The Board will provide instructional interventions and supports for students identified as at-risk. The interventions and supports will be selected to assist the student in qualifying for a diploma. ~~Interventions and supports may include the following:~~

A. ~~( ) mentoring programs;~~

B. ~~( ) tutoring programs;~~

C. ~~( ) earning high school credit through demonstration of subject area competency;~~

D. ~~( ) adjusted curriculum options;~~

E. ~~( ) career-technical program options;~~

F. ~~( ) mental health services;~~

G. ~~( ) physical health care services;~~

H. ~~( ) family engagement and support services;~~

I. ~~( ) _____~~

J. ~~( ) _____~~.

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Legal R.C. 3313.617, 3313.618

Book	Policy Manual
Section	Ready for Production February 2020
Title	Vol. 38, No. 2 - January 2020 Revised AUTHORIZATION TO ACCEPT AND DISTRIBUTE ELECTRONIC RECORDS AND TO USE ELECTRONIC SIGNATURES
Code	po6107
Status	
Adopted	October 14, 2013

6107 - **AUTHORIZATION TO ACCEPT AND DISTRIBUTE ELECTRONIC RECORDS AND TO USE ELECTRONIC SIGNATURES**

Unless a provision of law ~~enacted after September 14, 2000,~~ specifically prohibits the use of an electronic record for the specified purpose, the Board of Education authorizes the acceptance and distribution/transmission of electronic records and electronic signatures to and from District staff and other persons, as well as between District staff members. The Board further authorizes District staff to create, generate, send, communicate, receive, store, process, use, and rely upon electronic records and electronic signatures. The Superintendent shall put in place measures to protect the integrity, security, and accessibility of electronic signatures and electronic records to comply with the mandates of State and Federal agencies or programs, including Medicaid.

All District staff shall comply with all provisions of the Uniform Electronic Transaction Act when creating, generating, sending, communicating, receiving, storing, processing, using, and relying upon electronic records. Further, all District staff and other persons who use electronic signatures when completing transactions with the Board shall do so in compliance with State law.

~~The Superintendent is authorized to develop administrative guidelines concerning~~With regard to the acceptance and distribution/transmission of electronic records and electronic signatures~~. After giving due consideration to security~~, the Superintendent may specify the following:

A. The manner and format in which the electronic records must be created, generated, sent, communicated, received, and stored, and the systems established for those purposes.

B. If electronic records must be signed by electronic means, the type of electronic signature that is required, the manner and format in which the electronic signature must be affixed to the electronic record, and the identity of, or criteria that must be met, by any third party used by a person filing a document to facilitate the process.

C. Control processes and procedures as appropriate to provide for adequate preservation, disposition, integrity, security, confidentiality, and auditability of electronic records.

D. Any other required attributes for electronic records that are specified for nonelectronic records or reasonably necessary under the circumstances.

~~All District staff shall comply with all provisions of the Uniform Electronic Transaction Act when creating, generating, sending, communicating, receiving, storing, processing, using, and relying upon electronic records. Further, all District staff and other persons who use electronic signatures when completing transactions with the Board shall do so in compliance with State law.~~

15 U.S.C. 7001 et seq.
Ohio Revised Code Chapter 1306

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Legal	15 U.S.C. 7001 et seq Ohio Revised Code Chapter 1306

Wadsworth City School District
Independent Contractor Agreement
Addendum

The addendum to the Agreement made by the Wadsworth City School District Board of Education ("Board") and ABA Behavioral Specialists ("Contractor") and approved by the Wadsworth City School District Board of Education on August 12, 2019 is as follows:

2. Term

The end of the term is modified to be March 24, 2020.

3. Compensation

The "Total Due to Contractor by Board Amount" will be increased by an amount not to exceed $27,000.00.

ABA Behavioral Supports

_____ _____
Contractor* Date

* The signatory expressly warrants that he/she has authority to bind the Contractor to the terms of this Agreement.

Wadsworth City
Board of Education

By _____ _____
President (In his/her official capacity only) Date

And by _____ _____
Superintendent (In his/her official capacity only) Date

And by _____ _____
Treasurer (In his/her official capacity only) Date

Attachments: Board Resolution No._____

WEA Tentative Agreement Summary Document
March 9, 2020

Language Clean-Up: Numerous areas of language clean up (e.g. references to wrong sections of the agreement, etc.)

1.01B: Adds school psychologists as bargaining unit members but excludes the position of Preschool Supervisor/Psychologist from the bargaining unit

4.02B: Adds language on release time for Association Co-Presidents (current language only addresses Association President)

5.05: Committee to select a HSA option if it is determined to be legal

5.05F: Replaces “first eligible” with “when he/she first qualifies for unreduced benefits, as determined by STRS”

5.09: Addition of maximum accrual of sick leave annual bonus payment of one hundred fifty dollars ($150.00)

6.02C: Addition of wellness rider currently offered to WESPA and exempt personnel

7.01E: Addition of language to match current practice of allowing eight (8) weeks paid leave from the date of delivery for a caesarean section and removes 7.01E(d) which specified up to five (5) days to care for the spouse with a newborn

7.01G: Addition of language allowing an employee to utilize the sick leave pool for up to thirty (30) days for a life threatening illness or catastrophic accident of his/her spouse or child

7.02E: Moves unpaid personal leave payment to the second pay in July (from the first pay in July)

9.01C: Creates a district school calendar committee charged with creating options for school calendars that comply with Ohio Revised Code and other district considerations (e.g. coordination with other Four Cities Compact school districts)

9.02A: Clarification that an elementary encore teacher may be assigned an instructional assignment outside of his/her content area during the student day, provided the teacher is not the teacher of record

9.02D: Increases elementary teacher preparation time by seventy-five (75) minutes per week, to a total of two hundred eighty-five (285) minutes per week; adjusts the additional planning segment to be no less than fifteen (15) minutes (currently twenty (20) minutes); removes

language that capped tutor preparation time at one hundred (100) minutes per week, tutor preparation time will now be prorated based upon the full-time equivalent of each position

9.03C: Part-time teachers who work evening meetings beyond their contracted hours will be compensated at the curriculum rate for their time; tutors required to work evening meetings will be paid their hourly rate

10.04E: References discussion on the consensus statement on co-teaching as a part of the special education compliance training and review of district procedures in-service that occurs prior to the start of each school year

XI Evaluation: Requires the Evaluation Committee, defined in 11.15, to convene to work through changes required by law once the State Board of Education approves the new teacher evaluation template (this is on the March 10, 2020 State Board of Education voting agenda); and makes a few language changes to comply with the Ohio Revised Code (teachers in the residency program and those rated skilled or accomplished)

Appendix C: Year 1: 2.5% base increase; Year 2: 2.5% base increase; Year 3: 3.0% base increase

Appendix D: Makes the following changes:

- Increase baseball and softball varsity assistant and JV from 7% to 9%;
- Increase boys' and girls' soccer varsity assistant and JV from 8%-9%;
- Increase cheerleading from 5%-7%;
- Increase faculty manager from 5%-7%;
- Increase high school vocal music director from 6%-10%; and
- CIS Student Council from 1.5%-2.0%.

Consensus Statements:

4.07 and 5.04B4: Current language on Agency Fee moved to a consensus statement

9.01B1a: Current language on half-day kindergarten moved to a consensus statement

Co-Teaching: Creation of consensus statement on co-teaching that outlines the following:

It is the intention that the district administrator(s) will:

- Notify a member of a co-teaching assignment as soon as possible;
- Meet with the co-teaching partners to discuss what type of professional development is needed by the team;

- Provide professional development to co-teaching partners as soon as possible. The co-teaching partners will attend the professional development together; and
- Provide ongoing support and resources, as needed.

NEGOTIATED AGREEMENT

Between the

WADSWORTH EDUCATION ASSOCIATION

and the

WADSWORTH BOARD OF EDUCATION

July 1, 2020 - June 30, 2023

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PREAMBLE

This Master Agreement (hereinafter referred to as the "Agreement") made and entered into by and between the Wadsworth City Board of Education (hereinafter referred to as the "Board") and the Wadsworth Education Association/Ohio Education Association (OEA)/National Education Association (NEA) (hereinafter referred to as the "Association") this ~~28th~~ day of ~~March~~, ~~2017~~, sets forth all agreements of the parties, and supersedes all prior written and oral understandings.

ARTICLE I. RECOGNITION

1.01 TERMS OF RECOGNITION

A. Recognition Defined

The Board recognizes the Association as the sole and exclusive representative of the bargaining unit defined in Section 1.01B, below.

B. Bargaining Unit Defined

1. The bargaining unit represented by the Association shall consist of all regular certificated/licensed personnel on an annual salary under a written teacher's contract now or subsequently employed by the Board (including the position Literacy Coach and psychologist), except the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Preschool Supervisor/Psychologist~~s~~, and other administrative or supervisory personnel. Also included in the bargaining unit are: full-time and hourly small group teachers and tutors who are required to hold a certificate/license and required to work on site during the workday and work year per Sections 9.01 and 9.02, herein.

2. For the purpose of this Section, "other administrative or supervisory personnel" shall include any employee having the authority to hire, transfer, assign, promote, discharge or discipline a bargaining unit member, or having the responsibility to make recommendations thereon, except in regard to a supplemental contract on Appendix D where a Head Coach may make a recommendation(s) regarding an Assistant Coach without affecting the Head Coach's bargaining unit status.

1.02 WITHDRAWAL OF RECOGNITION

Recognition of the Association shall continue until it is withdrawn or a new bargaining representative is selected pursuant to Ohio Revised Code (O.R.C.) 4117.

ARTICLE II. NEGOTIATING PROCEDURE

2.01 GOOD FAITH NEGOTIATIONS

"Good Faith" negotiation, as provided for in this Article includes, but not by way of limitation, reasonable positions on bargainable issues; an indicated willingness to reach an agreement thereon; sound considerations of fiscal, professional, or administrative judgment in setting forth, evaluating or declining to agree to proposals; a search for counterproposals to proposals not accepted; refraining from unexplained changes in position; and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal or require the making of a concession. Representatives of the Board and the Association shall participate in negotiations freely, without fear of penalty, sanction, reprisal, or recrimination. No penalty or sanction, nor threat nor implication thereof, shall attach to negotiation participation or to failure to reach agreement in the course of negotiations.

2.02 TIMETABLE FOR NEGOTIATIONS

A. Notice of Intent to Open Negotiations

Unless a new bargaining representative is elected pursuant to Article 1.02, either party to this Agreement desiring to negotiate items which are proper subjects of negotiations, will notify the other party in writing. Such notice shall be given during the week containing March 1 of the year in which this Agreement expires. Notification in writing from the Association shall be addressed to the Superintendent and from the Board shall be addressed to the Association President. Monday is considered the first day of the week.

B. Initial Meeting

Within ten (10) days after receipt of such notice, but not later than the tenth (10th) day of March of the year in which this Agreement expires, an initial meeting will be held at which each party will submit in writing its proposal(s) with specific desired contract language, and thereafter additional items shall not be submitted by either party unless the other party consents thereto. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this Article and shall be disregarded.

C. Mediation

1. If agreement is not reached by June 1, either party may request that the Federal Mediation and Conciliation Service (FMCS) provide a mediator to assist them. Mediation conducted under the auspices of the FMCS shall continue until the expiration of the Agreement, and if the parties mutually agree, may continue thereafter.

2. The mediation procedure set forth in this Section constitutes the parties mutually agreed upon exclusive settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in O.R.C. Section 4117.14.

The Association reserves the right to strike under O.R.C. 4117 after expiration of the Agreement and providing it gives ten (10) days written notice in a manner and form required by O.R.C. 4117.

2.03 NEGOTIATION MEETINGS

A. Time of Meetings

Meetings shall be scheduled at reasonable intervals, places and times as agreed to by both parties.

B. Frequency of Meetings

1. Negotiation meetings shall be scheduled at the request of either party and, until negotiations are concluded, either party may require, at each meeting, decision on the date, time, and place of a subsequent meeting.

2. When unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible and both parties shall thereupon agree to the time for the next negotiation session.

C. Attendance at Meetings

1. Representation at all negotiation meetings shall be limited to six (6) representatives of the Board which includes the Board's legal counsel and six (6) representatives of the Association which includes the OEA Labor Relations Consultant. All negotiations shall be conducted exclusively between said negotiating teams.

2. In addition to the representatives provided for above, each party may, at its discretion, have up to one (1) observer present. Association observers shall be Association members, and Board observers shall be Board members or Board supervisory or administrative employees. Other persons shall not be observers unless both parties consent.

3. Negotiation meetings shall be closed to the press and the public.

D. Caucuses

Either party may recess for caucuses of reasonable length at any time.

2.04 ASSISTANCE AND STUDY COMMITTEES

A. Consultants

Either party may call upon professional and lay persons (consultants) to consider and make suggestions concerning matters under discussion. The expense of said consultant(s) shall be borne by the party requesting same. Said consultant(s) may be questioned during the negotiating session by either party.

B. Committees

The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties within the time limit specified by the parties creating the committee(s).

2.05 EXCHANGE OF INFORMATION

Each party shall furnish the other, upon reasonable request, all available information pertinent to the issue(s) under negotiation and not privileged by law. The expense of providing such information shall be borne by the party requesting it and such party shall initial for receipt of the requested items.

2.06 NEWS RELEASE

Either party may issue news releases once a mediator is requested.

2.07 ALTERNATIVE NEGOTIATIONS

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss and decide whether an alternative negotiations procedure (e.g., Interest Based bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules, including meeting dates, will be established. The ground rules shall supersede any conflicting provisions under this Article.

2.08 AGREEMENT

A. Tentative Agreement

Tentative agreement on negotiation items shall be reduced to writing and initialed by a representative of each party when the tentative agreement is reached.

B. Final Tentative Agreement

Final tentative agreement reached through negotiations shall be reduced to writing and submitted to the Association membership for ratification. Upon approval by the Association, the tentative agreement shall be submitted to the Board for approval. If approved by both parties, the Agreement shall then be signed on behalf of the parties and shall be adopted in resolution form as policy of the Board.

ARTICLE III. GRIEVANCE PROCEDURE

3.01 GRIEVANCE DEFINED

A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.

A grievance shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the Administrator hearing the grievance has authority to make a decision.

3.02 RIGHT OF THE INDIVIDUAL

A. Representation

1. A grievant, at his/her sole choosing, may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by no more than two (2) Association representatives, its affiliates and/or OEA counsel.

2. Nothing contained herein will be construed as limiting the right of a bargaining unit member having a problem to discuss the matter informally with an appropriate member of the Administration, and to have the grievance adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment and state its views. Such resolution of a grievance shall not be considered precedent binding on the Association in future grievances. Any time a grievance proceeds beyond the first level, it is recommended that a bargaining unit member have a representative present.

B. No Reprisal

The fact that a bargaining unit member files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers, or any Board member or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

3.03 RIGHTS OF THE ASSOCIATION

A. Notice of Decisions

Decisions rendered at each level will be made in writing on the forms hereto attached, setting forth decision(s) and the reason(s) therefore, and will be transmitted promptly to the grievant, the Association President and the Administrator against whom the

grievance was filed.

B. Class Action Grievance

A grievance seeking specific relief for more than one (1) bargaining unit member may be filed by the Association on behalf of all affected bargaining unit members. The identity of those individual members allegedly affected will be disclosed to the administration no later than Step III.

C. Withdrawal of Support

Before the grievance is taken to the next level, the Association has the option of withdrawing its support. However, the grievant may continue to process the grievance through Level III, provided the procedural steps outlined in this Agreement are followed.

3.04 TIME LIMITS

A. Maximum Limits

The number of days indicated at each level is considered a maximum. The time limits specified, however, may be extended by agreement of the parties.

B. Date of Formal Filing

If a written grievance (Level II) is not filed within thirty (30) days after the act or condition(s) giving rise to the grievance is known, the grievance shall be considered waived.

C. Failure to Appeal

If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at that level and further appeal shall be barred.

D. Failure of Administrator to Respond

Failure at any level of an Administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level.

E. Recess Period

1. In the event a grievance is filed at such time that it cannot be resolved by the close of a work year, the grievance shall continue on time limits based on calendar days until resolution of such grievance.

2. The Association representative handling the grievance and the Superintendent may mutually agree to extend any or all steps to a time

certain. If the grievant is not represented by the Association, the grievant and the Superintendent may mutually agree to such extension.

3. In the event a grievance cannot be resolved because of the commencement of the Winter or Spring Recess, further attempts at resolution shall be postponed until the return to school following the Recess. However, the Association President and the Superintendent or, if the grievant is not represented by the Association, the grievant and the Superintendent may mutually agree to process the grievance during the Recess. The parties shall so agree when irreparable injury would result from a postponement.

3.05 HEARINGS

A. Time of Hearings

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

B. Structure of Hearings

All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded the parties. Each hearing shall have provision for: initial presentation by the grievant's case, presentation by the Administration of the Administration's case, cross- examination and/or questioning, and final summaries, with either party having the right, at his/her own option, to waive any and all of the foregoing.

3.06 PROCEDURAL STEPS

A. Level I (Initial Discussion)

If a bargaining unit member believes there is a basis for a grievance, he/she must first discuss the matter with his/her Principal or Immediate Supervisor in an effort to resolve the problem. During the meeting, the member will advise the Principal or Immediate Supervisor that the discussion is intended to be a Level I grievance meeting.

B. Level II (Supervisor)

1. If the grievant is not satisfied with the results of Level I, or is unable for cause beyond his/her control to discuss the matter with his/her Principal or Immediate Supervisor within thirty (30) days as prescribed in Section 3.04 (B), above, he/she may begin the procedure by submitting the written grievance on the form attached hereto, (Appendix A), to his/her Principal or Immediate Supervisor with a copy to the Association President.

2. Within seven (7) days of receipt of the form, the Principal or Immediate Supervisor shall render a written decision. The decision reached at this time

will be recorded in Level II of the Grievance Report Form (Appendix B) and a copy will be sent to the grievant and Association President.

C. Level III (Superintendent)

1. If the grievant is not satisfied with the results of Level II, he/she may, within seven (7) days of receipt of the Level II decision, continue the procedure by submitting the written grievance to the Superintendent/designee with a copy to the Association President.

2. Within fourteen (14) days of receipt of the form, the Superintendent/designee shall render a written decision. The decision reached at this meeting will be recorded in Level III of the Grievance Report Form (Appendix B) and a copy will be sent to the grievant and Association President.

D. Level IV (Arbitration)

1. If the grievant is not satisfied with the Level III decision, the Association ONLY, may demand a hearing by an arbitrator by filing a written demand for arbitration with the Treasurer not later than fourteen (14) days after receipt of the Level III decision.

2. Within seven (7) days of the filing of the arbitration demand, the Board and the Association, shall either select an arbitrator by mutual agreement or the Association will petition the American Arbitration Association (AAA) to provide a list of names from which an arbitrator shall be selected. The cost of the arbitrator, cancellation fees, and the fees of the AAA shall be shared equally by the Board and the Association.

3. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement, and the arbitrator is prohibited from making a decision contrary to law as determined by a Court of competent jurisdiction. The Voluntary Labor Arbitration Rules of the AAA shall govern the arbitration process.

ARTICLE IV. EXCLUSIVE ASSOCIATION RIGHTS

4.01 RIGHT TO PAYROLL DEDUCTION OF DUES

A. Authorization for Deduction

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from said individual's wages the prescribed amount for the Association dues.

2. The enrollment period for such deductions shall be from September 1 to September 30, each year.

B. Length of Authorization

1. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted, in writing, to the Board Treasurer with a copy to the Association President.

2. The balance of the annual deduction shall be deducted from the final paycheck of a bargaining unit member resigning his/her position, receiving a leave of absence, or having his/her employment terminated after the date the Treasurer's office receives the authorization in any school year during the duration of this Agreement.

C. Schedule of Deductions

The deductions for all employees shall be made in equal two-week installments beginning in October or November and ending in June, consistent with the schedule for employees on the twenty-one (21) pay plan.

D. Transmittal of Deductions

Deductions so made shall be immediately forwarded to the bank of the Association's choice.

E. Fund for Children & Public Education (FCPE)

Payroll deduction in even dollar amounts of at least One Dollar ($1.00) per deduction for the Fund for Children & Public Education (FCPE) shall be made for any bargaining unit member who submits written authorization for such deduction. Deductions shall be made on the same equal installment schedule as the Association dues deductions. Transmittal of the total amount shall be immediately forwarded in the self-addressed stamped envelope provided by the Association.

4.02 RIGHT TO CONDUCT ASSOCIATION BUSINESS

A. Leave to Conduct Association Business

The Board shall grant up to twenty (20) days leave per school year to conduct the business of the Association. Notice of intent to use Association business leave shall be provided by the bargaining unit member by completing and delivering to his/her immediate supervisor the prescribed form at least three (3) days in advance of the anticipated absence. If circumstances make advance notice impracticable, the member shall notify his/her immediate supervisor of the intent to use Association business leave as soon as practicable. The Association President shall sign off on all Association leave requests before the leave will be granted. (See Appendix K)

B. Release Time for Association President

In the event of a President:

1. If the Association President is assigned to grades seven through twelve (7-12), he/she shall receive one (1) additional planning period during the student day each day to conduct Association business. The Association President may be expected to cover a class or duty during this time, but only as a last resort.

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 release time for the President (comparable to (B) (1) above) where the President will be free of all work related responsibilities 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.

In the Event of Co-Presidents:

Each Co-President will receive a minimum of thirty-five (35) minutes of additional planning time during each student day that will be free of all work-related responsibilities to conduct Association business. The minutes will be in increments of no less than fifteen (15) minutes. Each Co-President may be expected to cover a class or duty during this time, but only as a last resort.

C. Access to Building to Conduct Association Business

Duly authorized representatives of the Association and its affiliates may transact business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be transacted on any class time, nor shall the Association business in any way interfere with scheduled student/teacher, parent/teacher, or administrator/teacher conferences. All visitors, including Association representatives, must report to the Building Office before transacting business.

D. Early Dismissal to Attend Association Meetings

1. An Association Executive Committee member shall be free to leave his/her building five (5) minutes after the last pupil dismissal in the District on the date of the regular monthly meeting of the Executive Committee.

2. When the dismissal time can be established, and the monthly meeting dates are set, the Association President shall distribute a copy of the schedule and the names of the bargaining unit members involved to building administrators and the Superintendent.

E. Association Building Advisory Committee

At each building there will be an Association Building Advisory Committee that is comprised of the Association building representatives plus the building administrator(s). The Association Building Advisory Committee will meet no less than once per month during the regular school year (September-May) to review and discuss building concerns and practices. These meetings will be conducted at mutually agreeable times and locations.

F. Labor Management Committee (LMC)

1. The purpose of the Labor Management Committee is to foster communication on all matters of concern; to keep both parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement; to keep the staff of all departments working at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope. It is recognized that bargaining unit member concerns should be addressed at the lowest possible administrative level. The Committee shall consist of no more than one (1) bargaining unit member from each building, appointed by the Association President and three (3) members from the Administration, unless the parties mutually agree that additional representatives may attend a specified session.

2. The meetings of the LMC are intended to be informal in nature in order to maintain an atmosphere of free exchange of ideas and concerns. The minutes of meetings shall be approved by the Superintendent and Association President prior to publication.

3. There shall be regular monthly scheduled meetings of the LMC. In addition, either party may request that the LMC meet to discuss matters of imminent concern. The LMC shall not reach consensus on issues unless the Superintendent and Association President are in attendance.

4. The LMC does not replace the grievance process.

4.03 RIGHT TO INFORMATION

A. Agenda and Minutes of Board Meetings

The Association will be provided with one (1) electronic copy of minutes of official meetings of the Board and all other documents related to all matters that are distributed to Board members at official meetings, as soon as possible after such meetings. A copy of the official agenda of the meeting, and any other related attachments, will be given to the Association in advance of said meetings.

B. Newly Employed Bargaining Unit Member

1. The Association will be provided with the name and address of a newly employed bargaining unit member as soon as such information is available.

2. An Agreement will be given to each new bargaining unit member by the administration prior to the first new teacher in-service day. Members hired after the first in service day shall receive an Agreement upon the earlier of (1) the first day of work, or (2) the date of Board action. The Board will provide the Association with a list of newly hired employees' names and addresses no later than two (2) weeks prior to the start of the school year and/or at other times when new members are hired.

C. Legislatively Required In-services

The administration will inform new bargaining unit members of their requirement to participate in legislatively required in-services.

D. Retiring Bargaining Unit Member

The Association will be provided with the name and address of a retiring bargaining unit member as soon as such information is available.

E. Board Policy

A copy of the current written policies of the Board will be provided to the Association President upon request. They are also accessible via the District web page.

4.04 RIGHT TO USE SCHOOL BUILDINGS AND FACILITIES

A. Buildings

1. Upon request, the Association or any committee thereof shall have the privilege of using school buildings and facilities for lawful professional purposes on days school is in session.

2. The Association may also use school duplicating equipment at its cost.

3. However, the Association shall not use school buildings, facilities, or equipment at times or in a manner which would interfere with educational or other scheduled activities.

4. a. The Board will provide office space for the Association President in school facilities. If space is available, the office will be located in the building to which the Association President is assigned to work.

b. A telephone may be installed in the office at the Association's expense.

B. School Mail

1. The Association will have the right to place notices, circulars and other material in the mailboxes of all bargaining unit members.

2. The Association will have the right to use the interschool mail system to distribute materials of the type described above.

4.05 RIGHT TO INVOLVEMENT IN CURRICULUM PLANNING

A. Evaluation of Programs

The Association will assist the Superintendent in evaluating present and future programs.

B. Courses of Study/Textbook Selection

Participating in textbook selections, helping to design, select and update courses of study, typically on a five (5) year cycle, and doing proper daily planning to implement same are recognized as integral parts of the teaching job. The Administration is to provide the necessary leadership in all phases. If courses of study are revised more frequently than once every five (5) years, Section 4.05C, below, will apply.

C. Curriculum Meetings

Those bargaining unit members required to work on curriculum revision will be reimbursed at a rate equal to the hourly rate of an individual at the BA second step (BA-1), for the time worked with Administration approval outside of the normal workday. Volunteers will be solicited before members are required to perform curriculum work. The Association shall appoint no more than two (2) members per curriculum revision, with the appointed members meeting the criteria for the committee. No teacher will be required to participate in more than one (1) curriculum revision per year. The group doing the particular revision will collectively decide when such meetings will be held, provided that the Administration may require meetings to be scheduled so as to ensure timely completion of the work. The Association will receive a list of those members who volunteered to serve and those who are on the committee.

4.06 RIGHT TO PLAN IN-SERVICE DAY

The Board allocates one (1) of the three (3) “allowable” in-service dates to the Association to plan and implement educational oriented professional improvement programs, if it so desires. The plan would include cost estimates and must have prior Board approval. The Association must declare in writing, to the Superintendent by January 15 of each year, its intention to utilize an in-service day for the following school year. The dates of in-service days will be determined by the Board by calendar adoption. At its discretion, the Association will defer the planning and implementation of its one (1) allocated in-service day to the

Professional Development Committee.

4.07 TEACHER PROFESSIONAL ORGANIZATION STIPEND

The Association president(s), vice president, secretary, treasurer and negotiations team will be paid a stipend by the Board as identified by the Association. The Association shall notify the Treasurer in writing of the names of the persons serving in these positions by October 1 of each year. The Association shall reimburse the Board for the cost of the stipends, Medicare, Workers Compensation, and any applicable retirement costs.

ARTICLE V. SALARIES AND REIMBURSEMENTS

5.01 SALARY SCHEDULE

A. Salary

A bargaining unit member shall be paid at the rate determined by his/her proper placement on the Teachers Salary Schedule (Appendix C).

B. Initial Placement on the Salary Schedule

Initial placement on the salary schedule shall be according to the following statements:

1. No more than ten (10) years of experience can be granted in any combination of the following items (Article 5.01 B 2-8), except where the Administration determines the position is highly competitive or difficult to fill with a highly qualified licensed teacher.

2. All years of teaching service as a certified teacher in the District, regardless of training level, with each year consisting of at least one hundred twenty (120) days of teaching.

3. All years of teaching service as a certified teacher in another public school in Ohio with each consisting of at least one hundred twenty (120) days of teaching.

4. All years of teaching school as a certified teacher in a non-public school chartered by the State of Ohio to a maximum of five (5) years, with each year consisting of at least one hundred twenty (120) days of teaching or substituting.

5. All years of active military services in the armed forces of the United States, to a maximum of five (5) years.

6. All years of tutoring in the District or another public school district in Ohio. A year is defined as at least seven hundred twenty (720) hours of service. (Several years can be combined to equal seven hundred twenty (720) hours, but not more than one year can be granted for any single school year.)

7. All years of service up to five (5) years in a chartered school or institution or in a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a certified teacher, with each year consisting of at least one hundred twenty (120) days.

8. All years of substitute service up to five (5) years in the District or another public school in Ohio consisting of at least one hundred twenty (120) days in one district for each year of credit granted.

9. All credit courses and degrees earned by a bargaining unit member likewise shall be considered in placement on the salary schedule.

C. Advancement on the Salary Schedule

1. Bargaining unit members shall advance vertically on the salary schedule for each year of service;

2. Hours for the MA+15 and MA+30 columns must be taken after receipt of the MA;

3. Hours for the MA+15 and MA+30 columns, other than graduate hours, must be directly related to the bargaining unit member's current or expected teaching assignment or new certificate. No current member's placement shall be reduced as a result of this Paragraph 3. The member should obtain the Superintendent's prior approval for undergraduate course work subject to this Section.

4. CEU/PDU credit approved by the LPDC will be equivalent to a semester hour of college credit on a 3:1 ratio. Accumulation of such can begin after a Master's Degree is earned.

5. Bargaining unit members who complete coursework that will move them on the salary schedule must complete the coursework prior to the first teacher workday and submit an official transcript to the Superintendent's office no later than September 30 to effect change of placement for the first semester. To effect a change in salary placement for the second semester, members must complete coursework and submit an official transcript by February 1.

D. Hourly Tutors

Persons employed as hourly tutors shall be paid an hourly rate in accordance with their training experience on the negotiated Hourly Tutor Rate Schedules (Appendix C-4). Tutors shall be paid their hourly rate for each hour scheduled with students, regardless of student attendance, and for each hour required to attend meetings with Administrators, teachers or parents. Hours scheduled shall be rounded to the next highest quarter (1/4) hour for pay purposes. Pay will be biweekly.

5.02 PAYROLL PRACTICES

A. Pay Dates

A salaried bargaining unit member shall receive his/her salary in twenty-six (26) biweekly substantially equal pays. Those members opting for twenty-one (21) pays as of the 2009-2010 school year shall continue with this option until such time as they opt for twenty-six (26) pays. All new members shall be required to accept wire transfer of their paycheck. Unless a bargaining unit member requests a paper copy of their pay stub with the Treasurer by September 1, notice of direct deposit will be provided via the member's school email account.

B. Lump Sum Pay During Work Year

In the event the individual teaching contract is terminated by either party during the work year, the total sum due the bargaining unit member shall be paid at the next scheduled payday following the last day of service by the member. All insurance coverage and/or benefits provided by this Agreement will terminate on the last day of the month of the effective date the contract is terminated.

C. Lump Sum Pay at End of School Year

In the event the individual teaching contract is terminated or not renewed by either party effective at the end of the school year, including via a reduction in force, the bargaining unit member will have the option to be paid the lump sum due by the second scheduled payday following the last scheduled teacher day. In order to receive that benefit, the member must notify the Treasurer's Office in writing prior to the last teacher workday. If notification is not provided, the member will receive his/her pay over the summer as provided to all other members. With the exception of members who have resigned for purposes of retirement and who are eligible to obtain health insurance through STRS, a member will continue to receive insurance benefits through August, regardless of whether the member requests a lump sum.

D. Supplemental Pays

1. Year-round supplemental contracts will be paid on a prorated basis as part of the member's regular pay. Seasonal supplemental contracts shall be paid as part of the member's regular pay according to the following schedule:

   a. Fall Activities – 50% of contract last pay of September, with the balance paid upon submission and approval of the Supplemental Contract Request for Final Payment form (Appendix M).

   b. Winter Activities – 50% of contract last pay of December, with the balance paid upon submission and approval of the Supplemental Contract Request for Final Payment form (Appendix M).

c. Spring Activities – 50% of contract last pay of April, with the balance paid upon submission and approval of the Supplemental Contract Request for Final Payment form (Appendix M).

For non-athletic seasonal supplemental contracts, 50% of the contract will be issued on the date found in the member's employment contract for the position, with the balance paid upon submission and approval of the Supplemental Contract Request for Final Payment form (Appendix M).

2. The second pay in each season will be subject to the member submitting Supplemental Contract Request for Final Payment form, signed off on by the principal/athletic director. For Fall and Winter activities, if the Supplemental Contract Request for Final Payment Form is not timely provided, the second pay in each season will be paid with the seasonal pay schedule that follows the submission of the approved Supplemental Contract Request for Final Payment form. For Spring activities, if the Supplemental Contract Request for Final Payment form is not timely provided, the second pay will be paid following the submission of the Supplemental Contract Request for Final Payment form.

3. If a member is unable to complete the supplemental contract due to a leave of absence requiring a substitute, the supplemental pay will be prorated for that period worked, with the balance being paid to the substitute.

5.03 PAYROLL DEDUCTIONS

A. General Provisions

In addition to the deductions required by law for Municipal, State and Federal taxes and the State Teachers Retirement System, a bargaining unit member shall be entitled to the following voluntary payroll deductions.

B. Association Dues

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount of Association dues.

2. The deductions for all members shall be made in equal two-week installments beginning in October or November and ending in June.

3. The enrollment period for such deductions shall be from September 1 to September 30 each year. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted, in writing, to the Board Treasurer by August 31, with a copy to the Association President.

C. United Way Contributions

1. Upon the written authorization of the bargaining unit member, a deduction will be made from the member's wages and forwarded to the United Way.

2. Such authorization shall be revocable by written notice upon the will of the bargaining unit member.

3. Money so collected shall be immediately forwarded by the Treasurer to the United Way with an accounting as to the name and amount paid by each member.

D. Credit Union

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount for the Medina County Federal Credit Union.

2. Money so collected shall be immediately forwarded by the Treasurer to the Medina County Federal Credit Union to be credited to the account of the bargaining unit member.

3. Such authorization may be revocable by written notice upon the will of the member.

E. Life and Income Protection Insurance

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount as to that member's premium for additional term life insurance, as provided for in Section 6.04C, herein, and for other income protection insurance.

2. Such authorization shall be revocable by written notice upon the will of the bargaining unit member.

F. Political Contributions

1. Upon the written authorization of the bargaining unit member, the Board shall deduct from the member's wages the prescribed amount [of Five Dollars ($5.00) or more], as that member's contribution to the political organization of his/her choice. For The Fund for Children and Public Education (FCPE), the amount per deduction may be any even dollar amount of at least One Dollar ($1.00).

2. Such authorization may be revocable by written notice upon the will of the bargaining unit member.

3. Money so collected shall be immediately forwarded, by the Treasurer, to the proper political organization along with the name(s) of the member(s) making the contribution.

G. Annuities

1. The Board shall purchase, for any bargaining unit member desiring, the annuities program requested by the member, provided such program shall be with any insurer licensed to do business in the State of Ohio, and that there are sufficient bargaining unit members to comply with the IRS requirements.

2. The cost of such annuities shall be reduced from the annual salary of the bargaining unit member and the difference shall be the total which the Treasurer reports as the member's earnings for tax purposes.

3. Authorization for such annuities may be revocable by written notice upon the will of the bargaining unit member.

4. Participation in annuities program(s) is subject to review and modification for IRS compliance.

5.04 SUBSTITUTE TEACHERS

A bargaining unit member required or requested to substitute during his/her preparation period shall be paid at the BA column, Step One, (BA-1) hourly rate, prorated. A tutor who is required to substitute during a planning period that is unable to be rescheduled during the same student day will likewise be paid at the BA column, Step One, (BA-1) hourly rate, prorated.

The Administration shall prepare a list of those bargaining unit members willing to substitute during their planning periods and first assign period substitutions to members on that list.

5.05 SEVERANCE PAY

If the Board determines that a HSA is a legal option for an employee's severance pay, a committee will be formed to determine which company will administer the HSA. Members of the committee will include three (3) members from the Association who are appointed by the Association and three (3) members of the administration who are appointed by the Superintendent. Other employee groups may also be represented on the committee. President/Co-Presidents of any Associations represented on the committee and the Superintendent will be de-facto members of the committee. Once the selection is made and details of the HSA are finalized, the Association and Board will revise the Negotiated Agreement language in this section to reflect the HSA option.

A. Right to Severance Pay

A bargaining unit member shall receive severance pay upon quitting his/her employment in the District and/or retiring from active teaching service providing he/she: (1) is approved for retirement benefits by the State Teachers Retirement System (STRS), or (2) is at least fifty (50) years old and has taught at least ten (10) full years in the District, or (3) has fifteen (15) or more years service credit with the STRS and at least ten (10) full years of service in the District.

B. Calculation of Severance Pay

1. Severance pay shall be based on the regular teaching contract per diem rate of pay of the bargaining unit member at the time of his/her last day of service.

2. Severance pay will be given for forty percent (40%) of a bargaining unit member's accumulated sick leave at the time of resignation/retirement, up to forty percent (40%) of two hundred (200) days; i.e., a benefit of up to eighty (80) days.

3. If a bargaining unit member who does not have sufficient Sick Leave to qualify for maximum severance resigns or retires after fifteen (15) or more years' service in the District, then the severance pay to which he/she is entitled shall be supplemented by One Hundred Dollars ($100.00) for each year of service in the District, provided that the total severance pay shall not exceed the eighty (80) day cap.

C. Method of Payment

1. The severance payment will be made in one (1) lump sum within ninety (90) calendar days of the last day under contract with the District provided the member submits their 403(b) provider and account number to the Treasurer's Office. In the event the member has not submitted his/her information to the Treasurer's Office within ninety (90) days, the severance payment will be made to the member within twenty (20) days of receiving the information.

2. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of the "Severance Pay Deferral Program" described in section 3.4 (a) of the District's Section 403 (b) Plan (the "Section 403(b) Plan"), certain retiring bargaining unit members shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "Designated Plan Contract"). Payment of such amounts under this section 3.4(a) of the Section 403(b) Plan shall be in lieu of payment of such amounts directly to the retiring employee; and no retiring employee shall have the option of receiving payment of such amounts directly in cash.

3. Any bargaining unit member entitled to severance pay who is not an eligible participant (an eligible participant is defined as a member who retires in or after the calendar year that includes the members 55^{th} birthday) in the WEA Severance Pay Deferral Program will continue to be eligible for any and all severance payments in accordance with section 5.05. The member may elect to defer such pay to a plan contract, as permitted by any related provision of the Section 403 (b) Plan.

4. All contributions to the Section 403(b) Plan, all deferrals to a Plan Contract, and all payments to members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer determines is required by law. Neither the Board nor the Association guarantees any tax results associated with the Section 403(b) Plan, deferrals, or payments made to a member.

5. The provisions of Section 3.4(a) of the Section 403(b) Plan are hereinafter referred to as the WEA Severance Pay Deferral Program. The terms of the WEA Severance Pay Deferral Program shall include the following:

   a. Participation in the WEA Severance Pay Deferral Program shall be mandatory for all "Covered Employees". A Covered Employee shall be any WEA Employee who retires in or after the calendar year that includes the Employee's 55th birthday and thereby becomes entitled to "Severance Pay".

   b. For purposes of the WEA Severance Pay Deferral Program, the term "Severance Pay" shall mean a payment that is attributable to the Covered Employee's accrued but unused sick days. In addition, the Severance Pay must be payable no later than the last day of the fifth calendar year following the calendar year of the Covered Employee's termination of employment on account of retirement.

   c. The Employer Contribution made on the behalf of the Covered Employee under the WEA Severance Pay Deferral Program in each calendar year shall be in an amount equal to the lesser of:

      (1) The total amount of the Covered Employee's Severance Pay.

      (2) The maximum contribution amount allowable under the terms of this Plan.

   d. The required Employer Contribution under the WEA Severance Pay Deferral Program shall be made within the timeframes described in under the CBA.

   e. To the extent that the Employer Contribution under the WEA Severance Pay Deferral Program exceeds the maximum amount allowable under this Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January in subsequent calendar years, up to the maximum amount allowable under this Plan, for up to a maximum of five (5) calendar years after the calendar year of the Covered Employee's retirement; and if there is any remaining amount of Severance Pay, the excess amount shall be paid to the Covered Employee in cash.

D. Restrictions

Within the meaning of this policy, an individual may "retire" only once. Retirement from another district shall make an individual ineligible for this retirement benefit.

E. Any teacher who retires under STRS and returns to employment in the District will not be eligible for severance pay.

F. Severance Enhancement

Any bargaining unit member who (1) is eligible to retire under the STRS regulations, (2) retires at the end of school year when he/she first qualifies for unreduced benefits, as determined by STRS, and (3) submits a resignation and notice of retirement no later than March 1 of that year, will receive an enhanced severance of sixty percent (60%) of accumulated sick leave, up to sixty percent (60%) of 200 days; i.e., a benefit of up to one hundred twenty (120) days. This enhanced severance is in lieu of the standard severance referenced in Paragraphs B(2) or B(3) above.

5.06 REIMBURSEMENT FOR MILEAGE

A. Right to Reimbursement

A bargaining unit member who is required by the Board to use his/her own automobile to perform his/her assigned duties shall be reimbursed for all such travel. Examples are: a member who is assigned to more than one (1) school per day, and a member employed as a vocational teacher who is required to use his/her car in connection with performing assigned duties.

B. Rate of Reimbursement

Reimbursement shall be at the current IRS rate effective January 1, each year.

C. Method of Payment

Mileage reports shall be submitted monthly to the Treasurer by the fifth (5th) for mileage driven during the preceding month. Payment for mileage shall be made on the first payday falling on or after the twelfth (12th), unless the bargaining unit member requests payment on a later date.

D. Restrictions

The Board may limit the total miles per year for work study coordinators.

5.07 FBI CHECK

The Board shall pay for the cost of any FBI check necessitated by licensure renewal provided the bargaining unit member initiates the background check through central office.

5.08 THIRD GRADE GUARANTEE

Bargaining unit members who are assigned to third grade and required to attend trainings, take additional coursework, or take an exam(s) related to the third grade guarantee shall be reimbursed for all expenses.

5.09 MAXIMUM ACCRUAL OF SICK LEAVE BONUS PAYMENT

Members who begin a new contract year with the maximum amount of sick leave accrual, three hundred four (304) days, will receive a payment of one hundred fifty dollars ($150) on the second pay of September.

ARTICLE VI: INSURANCE

6.01 GENERAL PROVISIONS

A. Right to Insurance Benefits

1. In addition to the salary and other payments provided by Article V, the compensation of a bargaining unit member shall include the insurance benefits provided herein. Bargaining unit members who are scheduled to work less than seventy-five percent (75%) of full time shall not be eligible for benefits under Article VI. Tutors may enroll in Board insurance plans at their own expense, subject to eligibility requirements for such plans. The Board shall not be required to pay any portion of the tutor's premium expense.

2. Bargaining unit members who were eligible for and receiving benefits as of September 1, 2010 will continue to be eligible for insurance benefits under this Article VI if their work schedule is reduced below the seventy-five percentile (75%), provided they remain actively employed by the District as a teacher (i.e. are not laid off but working at least part time). Said members will be responsible for payment of fifty percent (50%) of the premium as determined by the District. The District will pick up the remaining fifty percent (50%) of the premium.

B. Copy of Certificate of Insurance

1. The Board shall provide to the Association one (1) copy of each signed contract and certificate of insurance entered into between the Board and the insurance company(ies) which shall provide the benefits specified in this Agreement.

2. Copies of contracts and certificates of insurance subsequently entered into by the Board shall be provided within two (2) months after they are received by the Board.

C. Distribution of Explanation of Coverage(s)

1. As amendments and/or changes in insurance coverages or carriers are made, a bargaining unit member will receive a written description, prepared by the carrier, of such amendments and/or changes. This written description shall be provided to members within sixty (60) days of the amendment and/or changes.

2. A bargaining unit member hired during the term of this Agreement shall, at the time of the signing of his/her teaching contract, receive a written description of all insurance coverages in effect at that time.

D. Full-Time Bargaining Unit Member Defined

For purposes of this Article "regular, full-time bargaining unit member" includes only members who regularly work more than seventy-five percent (75%) of the full teacher workday and workweek during the school year.

E. Distribution of Insurance Cards

Each bargaining unit member shall be issued a current insurance card.

6.02 PREFERRED PROVIDER ORGANIZATION (PPO)

A. Method of Payment/Insurance Premium Share

The employee shall pay eleven percent (11%) of the monthly premium.

B. Schedule of Benefits

The schedule of benefits, including prescription drug benefits, is in Appendix L.

C. Wellness Rider

The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual. The objective is to encourage modifications of member health status and enhance personal well-being and productivity, with a goal of preventing injury and illness.

The program includes the following provisions:

(1) An annual voluntary onsite biometric screening or physician-directed preventive exam will be provided at no cost to the employee. Onsite biometric screenings or physician-directed examinations shall be conducted around the summer/fall of each calendar year. The screening shall provide (but not be limited in application to as determined by the District) confidential employee information in four (4) key wellness categories:

- Non-smoker or participation in a smoking cessation program
- Low-density Li-protein (LDL)/High-density Li-protein (HDL) and Total Cholesterol
- Body Mass Index (BMI)
- Blood Pressure (BP)

(2) Effective January 1, 2021, employees who voluntarily participated in the 2020 onsite biometric screening or physician-directed preventive exam will have the opportunity to earn HRA credits. The value of HRA credits in the 2021 calendar year will be based on four key biometric components. Each component shall be equal to a credit value of $25 for single enrollees or $50 for family enrollees. In no event will the total value of credits exceed $100 for a single enrollee or $200 for a family enrollee. HRA credits are non-transferable and are only valid against allowable medical expenses incurred and applicable during the 2021 calendar year.

Beginning in 2021 and applicable for each subsequent calendar year, HRA credits shall be issued subject to the terms and conditions outlined herein; credits shall be provided on the following basis.

- Participation in the immediately preceding period's onsite biometrics initiative or physician-directed preventive exam.
- Employee certification of being a non-smoker or successful completion of a physician-directed smoking-cessation program during the year shall be worth $25/single or $50/family.
- Total Cholesterol Score of 240 or less. Or, should the employee's score be in excess of 240, physician certification of the employee's participation in a management program to reduce their cholesterol risk or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's total cholesterol be in excess of 240, a 5% improvement over the prior year's total cholesterol provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.
- Body Mass Index (BMI) of 30 or less. Or, should the employee's BMI be in excess of 30, physician certification of the employee's participation in a management program to reduce their BMI or certification of the employee's inability to reduce this risk due to a related medical condition. Or, should the employee's BMI be in excess of 30, a 5% improvement over the prior year's BMI provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.
- Blood Pressure of 140/90 or less. Or, should the employee's blood pressure be in excess of 140/90, physician certification of the employee's participation in a management program to reduce their blood pressure or certification of the employee's inability to reduce

this risk due to a related medical condition. Or, should the employee's blood pressure be in excess of 140/90, a 5% improvement over both the prior year's Systolic and Diastolic blood pressure number provided that the employee participated in the prior year's onsite or physician-directed examination process. Completion of any of the above three conditions shall be worth $25/single or $50/family.

For each year after 2020, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician-directed preventive exam will have the opportunity to earn health credits for the following calendar year.

6.03 TERM LIFE INSURANCE

A. Right to Coverage

Except as provided in Section 6.01A, the Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of Fifty Thousand Dollars ($50,000) for each regular, full-time bargaining unit member now or hereinafter employed.

B. Method of Payment

The full cost of this program and any increase thereof shall be paid by the Board.

C. Right to Purchase Additional Coverage

The Board shall allow an eligible bargaining unit member to purchase additional amounts of coverage through payroll deduction, provided the number electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company. The Board may insist that the amount of such additional coverage shall be Fifty Thousand Dollars ($50,000) or One Hundred Thousand Dollars ($100,000), at the option of the bargaining unit member. The right to purchase such additional coverage is subject to availability and to all requirements imposed by the insurance carrier.

6.04 DENTAL INSURANCE

A. Right to Coverage

Except as specified in Section 6.01A, above, the Board shall self-fund and/or purchase from a carrier licensed in the State of Ohio, dental insurance coverage which meets the specifications set forth in this section for each bargaining unit member, now or hereinafter employed, and his/her family. The Board shall maintain the current Usual and Customary Rate (UCR) percentile for services out of the PPO network.

B. Method of Payment of Coverage

The full cost of such insurance shall be paid by the Board.

C. Right to Change Coverage Status

A bargaining unit member may change the coverage status (Single or Family) effective the first (1st) of any month, subject to the rules and regulations of the carrier.

D. Specifications of Coverage

Listed in Appendix L

6.05 INSURANCE COMMITTEE

The Superintendent will establish a long-range insurance committee consisting of an equal number of representatives from the Association, the administration, and the classified employees. The Superintendent will appoint a facilitator of the committee. The committee's responsibilities include reviewing insurance costs, exploring programs additions/modifications and providing timely information for the negotiations process. The committee will meet at least quarterly with individual committee members having the authority to submit agenda items. No change in the program shall occur except through the negotiations procedure as provided for in Article II or under O.R.C. 4117. If the District experiences a twenty percent (20%) increase or more in insurance premiums, the insurance committee will meet immediately to discuss ways to control costs.

ARTICLE VII. LEAVE PROVISIONS

7.01 SICK LEAVE

A. Accumulation

A bargaining unit member shall be allowed to accumulate Sick Leave credit to the maximum of three hundred four (304) days. Any member who retires under STRS and returns to employment in the District shall accumulate sick leave as prescribed in this section of the Agreement, with the understanding there will be no carryover of sick leave from service that predates their STRS retirement. Members shall be eligible for all other leaves as prescribed under Article VII, Leave Provisions.

B. Annual Allowance

Bargaining unit members shall be granted sick leave on the following basis: one and one-quarter (1¼) days for each completed month of service or fifteen (15) days for each completed year of service.

C. Notification of Accumulated Days

A bargaining unit member shall receive accurate notification of his/her accumulated Sick Leave with each pay.

D. Advance

A bargaining unit member whose Sick Leave has been exhausted shall be credited with five (5) days of Sick Leave as provided for in O.R.C. Section 3319.08. These five (5) days or any portion thereof may be used at any time in case the member is unable to work because of any of the prescribed reasons for the use of Sick Leave and the member has not accumulated a sufficient amount of Sick Leave as provided for in O.R.C. Section 3319.08.

E. Use of Sick Leave

1. Sick Leave with pay (Appendix K) may be used for the following reasons:

   a. For absence of the bargaining unit member due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others;

   b. For absence of the bargaining unit member due to illness, injury, or death in the immediate family of said member;

   c. A bargaining unit member may use accrued Sick Leave for pregnancy, as provided in the Ohio Revised Code. Absent medical verification of a need for a longer leave, the use of sick leave for pregnancy and/or childbirth will not exceed six (6) weeks from the date of delivery or eight (8) weeks from the date of delivery for a caesarean section, when documentation of the caesarean section has been provided.

   d. A maximum of two (2) days related to the birth of a child of an immediate family member.

   e. For death of an aunt or uncle up to a maximum of two (2) days. If a member requires more than two (2) days, he/she may use personal leave.

2. Sick Leave with pay may not be used for:

   a. Child care;

   b. Grandchild care.

3. Bargaining unit members will not be charged sick leave on non-work days.

4. Bargaining unit members utilizing sick leave shall not be required to give the reason, except that they are in compliance with 7.01 (E) (1). Notwithstanding this provision, a member may be required to provide reasons if there is an

investigatory meeting because of suspected misuse, abuse, or unauthorized use of sick leave.

5. Any misuse, abuse, or unauthorized use of sick leave will result in disciplinary action up to and including termination.

6. Sick leave must be taken in minimum increments of ¼ (one-quarter) hour.

F. Immediate Family Defined

The "immediate family" shall be defined as follows:

1. spouse of the bargaining unit member;

2. children and grandchildren of the bargaining unit member or his/her spouse;

3. parents and stepparents of the bargaining unit member or his/her spouse;

4. brother(s) and sister(s) of the bargaining unit member or his/her spouse;

5. grandparents of the bargaining unit member or his/her spouse;

6. son-in-law and daughter-in-law of the bargaining unit member or his/her spouse; and

7. In the event of death, "immediate family" also includes aunts and uncles.

8. any person in loco of the above (e.g., anyone residing in the same home with the bargaining unit member or any relative who clearly stands in the same relationship with the member as any of those so specified). A member must provide a written description of the facts on the District absence report form supporting the in loco situation.

G. Sick Leave Pool

1. A Sick Leave Pool shall be established from voluntary donations of sick leave days from bargaining unit members.

2. Each year, during the month of September, each bargaining unit member who has a minimum of ten (10) accumulated sick days may donate one (1) day per year to the Sick Leave Pool by completing the Sick Leave Donation Form (Appendix F-1) and sending this form to the Treasurer. Upon request, the Association will be given written confirmation regarding the total number of dollars in the sick leave pool.

3. Once a member donates sick leave and Appendix F-1 is forwarded to the Treasurer, the sick leave donation is irrevocable. The sick leave donation shall be immediately deducted from the member who donated the sick leave and placed into the Sick Leave Pool.

4. A member may use the Sick Leave Pool if he/she has met all the following criteria:

   a. All of his/her sick leave accumulation has been exhausted. Members may apply to the sick leave pool prior to exhausting their sick leave balance.

   b. His/her absence is due to a life threatening illness or catastrophic accident of him/herself or his/her spouse or child, any of which must be certified by a doctor of the bargaining unit member or doctor of the bargaining unit member's spouse or child.

   c. The bargaining unit member has completed the Application to Use Sick Leave Pool (Appendix F-2).

   The bargaining unit member will initially be granted up to thirty (30) days from the Sick Leave Pool provided they have met the criteria established in 7.01(G)(4)(a-c). In order to qualify for an additional thirty (30) days (for a total of sixty (60)) the member must have applied for STRS disability or private disability retirement where the medical prognosis is that the bargaining unit member will not return to work within a reasonably short time (normally within sixty (60) working days). The Board will provide assistance to the bargaining unit member in preparing the disability retirement application, when requested. Members accessing the sick leave pool due to a life threatening illness or catastrophic accident of his/her spouse or child may only access a maximum of thirty (30) days.

5. The Association President will review each new application and determine the eligibility of the applicant consistent with the criteria contained in Paragraph 4 above. The application of any member who meets the criteria will be forwarded to the Superintendent for verification and processing. (Appendix F-3)

6. Upon mutual agreement of the Board and the Association, if the Sick Leave Pool falls below seventy-five (75) days, a time period in addition to the yearly September donation time period can be established in order to ask members to donate sick leave days to the Sick Leave Pool.

7. Days will be donated and issued based on the per diem at the time of the donation or issuance of the sick leave.

8. The maximum number of Sick Leave Pool days that may be claimed by any one (1) bargaining unit member is sixty (60) days for each separate and distinct life threatening illness or catastrophic accident or long-term illness as certified by a doctor of the bargaining unit member or thirty (30) days for each separate and distinct life threatening illness or catastrophic accident if accessing the sick leave pool due to his/her spouse or child as certified by a doctor of the bargaining unit member's spouse or child.

9. If a member is approved for STRS disability retirement or for private disability insurance benefits while receiving Sick Leave Pool days, he/she must immediately utilize such benefits, and Sick Leave Pool benefits shall cease.

7.02 PERSONAL LEAVE

A. Right to Leave

1. Bargaining unit members shall be eligible for three (3) days of unrestricted Personal Leave per school year.

2. Bargaining unit members will not be charged Personal Leave on non-work days.

3. Personal Leave must be taken in minimal increments of one-quarter (1/4) hour.

4. Members requesting personal leave shall not be required to give the reason.

B. Notice of Intent to Use Leave

Electronic notice of intent to use Personal Leave shall be provided by the bargaining unit member at least five (5) days in advance of the anticipated absence (The Board will create guidelines for the use of the electronic notice of intent and bring them to the Labor Management Committee for discussion prior to implementation; until this occurs the form in Appendix K will be used). If circumstances make advance notice impossible, the bargaining unit member shall notify the Immediate Supervisor of his/her intent to use Personal Leave as soon as practicable.

C. Restrictions

It is understood that a bargaining unit member will not use Personal Leave:

1. The first seven (7) teacher contract days or the last two (2) student days of the school year or the school day before/after an extended weekend or break. If an in-service day and/or NEOEA Day is the reason for the extended weekend, then the weekend is not termed "extended" and the work day before/after the in-service or NEOEA Day is not restricted.

2. Not more than ten percent (10%) of the bargaining unit members of any one (1) building or one (1) bargaining unit member (whichever is greater) may take such leave on any one (1) day. When the number of members eligible involves a fraction, the number will be rounded to the nearest whole number.

3. A bargaining unit member utilizing Personal Leave is only subject to the restrictions in B, C1 and C2. A member is also restricted in the utilization of combined paid Personal Leave and unpaid days in that the member may not utilize more than two consecutive days of combined paid personal and unpaid leave.

4. With the approval of the Superintendent, exceptions may be made to the restrictions set forth in C1-C3 above.

D. A bargaining unit member who abuses Personal Leave will be subject to discipline, up to and including termination.

E. Bargaining unit members will be paid one hundred fifty dollars ($150.00) for any unused Personal Leave day(s) by the second regularly scheduled pay of July. Bargaining unit members who are less than full time will be paid for unused Personal Leave on a prorated basis. If a member desires to have unused Personal Leave converted to sick leave in lieu of receiving the one hundred fifty ($150.00) reimbursement per unused Personal Leave day, they must submit a letter to the Treasurer's office by the last teacher workday.

7.03 PAID ADOPTION LEAVE

A. Adoptions in the United States

A bargaining unit member is eligible, upon adoption of a child in the United States, to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. (Appendix K) Such leave must be taken within a 12-month period, during which period custody is received. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick leave taken by both will not exceed twenty (20) days.

B. Adoptions Outside the United States

If a child outside of the United States is adopted, a bargaining unit member will be able to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. Such leave must be taken within a 12-month period, during which period custody is received. Further, accumulated sick leave may be used for up to a total of ten (10) days for the adoption process, prior to receiving custody of the child. The scheduling of leave for the adoption process will be arranged between the bargaining unit member and the Superintendent. If both adoptive parents are Board employees, either or both may use sick leave under this provision with the understanding that the combined sick

leave taken by both will not exceed thirty (30) days.

C. Bargaining unit members will not be charged adoption leave on non-work days.

7.04 JURY DUTY

A. A bargaining unit member shall be granted time off for jury duty actually served during the workday and shall suffer no loss of pay or benefits. The member may keep any payment received for jury duty. Documentation received from the court confirming jury duty actually served must be submitted with the absence form. (Appendix K)

B. Time spent on jury leave will not be charged against any other leave provision.

7.05 LEAVE PURSUANT TO SUMMONS OR SUBPOENA

A. Right to Leave for a Summons or Subpoena

Any bargaining unit member who is summoned or subpoenaed for a job-related issue shall be granted leave with no loss of pay or other benefits for days missed by reasons of the summons or subpoena. In the event a subpoena will be issued on behalf of the Association or Board, the party obtaining the subpoena must give at least five (5) calendar days' notice prior to the hearing. A summons or subpoena issued because of a student's custody issue is considered to be job- related. A member receiving a subpoena to appear as a witness for a non-job related issue shall be eligible for leave under this section. A copy of the subpoena, once served, will be submitted to the Superintendent.

B. Right to Leave for a Non-Job Related Issue

Personal leave must be utilized for a summons issued because of a non-job related issue. If the teacher has exhausted his/her personal leave, and is summoned for something that is not job-related, leave pursuant to summons or subpoena may be used in order to comply with the summons.

C. Leave Not Covered

A bargaining unit member is not eligible for leave under this Section if the member is a party to the legal proceeding.

7.06 ASSAULT LEAVE

A. Right to Leave

A bargaining unit member who is absent due to physical disability directly resulting from an assault, which occurs in the course of Board employment, while on duty either during school hours or where required to be in attendance at a school-sponsored function, shall be eligible to receive Assault Leave. (Appendix K)

B. Notice of Intent to Use Leave

1. Such leave shall be granted, for a period not to exceed one hundred eighty (180) workdays, upon the member delivering to the Business Manager a signed Employee Report of Injury Form. (Appendix I)

2. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault (if known), the facts surrounding the assault and willingness of the member to cooperate with the Board if the Board chooses to pursue legal action against the assailant(s).

C. Rights While On Leave

1. Except as provided in Section 7.06E, below, a member on Assault Leave shall be maintained on full pay status during the period of his/her leave.

2. Leave granted under this Section shall not be charged against any other leave earned or earnable under O.R.C. Section 3319.141 or leave granted under other Sections of this Article.

3. Bargaining unit members will not be charged assault leave on non-work days.

D. Length of Leave

Assault Leave may be used for the period of the disability up to a maximum of one hundred eighty (180) workdays.

E. Restrictions

1. If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

2. The bargaining unit member must file a Workers Compensation claim with the Business Manager's office. The pay of a member on Assault Leave shall be reduced by the amount received by him/her, if any, for Workers' Compensation as a benefit to cover loss of pay resulting from the injury. However, the bargaining unit member's pay shall not be reduced by benefits received from Workers' Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.

3. If a bargaining unit member is unable to return to work after using fifty (50) days for assault leave, he/she shall provide the Board medical verification of the need for additional assault leave. The Board retains the right, at its own expense, to require the member to obtain the opinion of a second healthcare provider designated by the Board. If the second opinion is in conflict with the

member's first medical verification, the Board may request, at the Board's expense, that the member see a mutually agreed upon healthcare provider to give a final and binding opinion regarding the need for continued assault leave.

4. Falsification of either the signed statement or a physician's certificate may be grounds for suspension or termination of employment under O.R.C. Section 3319.16.

F. Verbal Assault Leave

A bargaining unit member not physically assaulted but who is emotionally distraught due to a threat of physical injury that is direct, specific and plausible will receive up to two (2) days off without loss of pay, as long as the member reports the threat to the police. The police report must be attached to the Employee Report of Injury Form. (Appendix I)

7.07 PROFESSIONAL LEAVE

A. Eligibility for Leave

Upon proper request, a bargaining unit member may be assigned to attend professional conferences designed to improve the member's effectiveness in his/her assigned teaching area(s).

B. Application for Leave

Application for Professional Leave shall be made by the member completing the form provided by the Board, and submitting it to the Superintendent/designee.

C. Restrictions

1. In determining whether to approve requests, the value of the conference relative to the costs of attendance shall be considered along with the availability of substitutes and the availability of funds within the Board's annual appropriation.

2. The number of bargaining unit members attending any particular conference may be limited, and priority generally will be given to a member who has not, previously, been assigned to attend conferences.

D. The professional leave form must be received in Central Office at least three (3) weeks prior to the date of the conference. Bargaining unit members will be notified at least one (1) week prior to the date of the conference of approval status.

7.08 PROFESSIONAL GROWTH LEAVE

A. Consistent with O.R.C. Section 3319.131, the Board and Administration shall

maintain a Professional Growth Leave Policy. This policy shall state criteria for granting Unpaid Professional Growth Leave of up to one (1) year, and shall permit Unpaid Professional Growth Leave for bargaining unit members who have at least five (5) years teaching service in the District and who have not taken a Professional Growth Leave within the previous ten (10) years, providing:

1. No more than two percent (2%) of the bargaining unit may be absent on Unpaid Professional Growth Leave in any one year,

2. The Board shall not be requested to grant a leave unless, in the judgment of the Board and Administration, a satisfactory* substitute can be obtained.

3. The member may be required to return to teaching in the District at the end of the leave.

* "Satisfactory" generally shall mean "certificated/licensed" unless the Board is unable to find a certificated/licensed substitute actually qualified to teach a particular course schedule (e.g., some certificated/licensed math teachers are not qualified to teach computer courses or advanced math, and similar situations).

7.09 UNPAID CHILD CARE LEAVE

A. Length of Leave

A member shall be granted unpaid child care leave to care for a newborn or an adopted child who is not yet school age. Unpaid Child Care Leave and the absence (if any) charged to Sick Leave under Sections 7.01(D) and 7.03 shall not exceed three hundred (300) work days. Unpaid child care leave shall start at the end of the use of Sick Leave (if any) and will expire no later than three hundred (300) work days from the date of birth or custody is received.

B. Eligibility for Leave

A bargaining unit member wishing to take unpaid leave for child care pursuant to this Section shall, as a prerequisite, file a letter of intent to use such leave, specifying its expected duration, not later than the end of the fifth (5) month of pregnancy or within four (4) months of pending adoption date. A bargaining unit member must be on active pay status for one (1) full school year to be eligible for the length of leave in Section 7.09(A). If a member fails to be on active pay status for one (1) full school year, he/she shall not exceed one hundred eighty-four (184) work days of unpaid child care leave.

C. Right to Return from Leave

1. A bargaining unit member who has elected not to take additional leave pursuant to Section 7.09(A) above, shall return to work as soon as the period of actual physical disability has ended. The member will notify the

Superintendent, in writing, of the date of her expected return as far in advance as possible.

2. A member who uses an additional unpaid leave for child care pursuant to Section 7.09(A) above, shall return on the date specified in the notice of intent to use the unpaid leave.

D. Rights While On Leave

A bargaining unit member who is absent on Unpaid Child Care Leave pursuant to Section 7.09(A) above, shall have the same rights, and only those rights, while on leave and upon return from leave as any other member who is absent on unpaid leave pursuant to O.R.C. Section 3319.13.

E. Insurance Coverage While On Leave

A bargaining unit member on Unpaid Child Care Leave may continue all insurance coverages provided by this Agreement. Such coverage will be at his/her own expense unless otherwise required by statute. Payment for such coverage shall be made monthly by the member to the Treasurer.

7.10 OTHER UNPAID LEAVES

The Board may, at its discretion, grant other leaves as are authorized by the Ohio Revised Code. A bargaining unit member under a continuing contract shall be entitled to one (1) unpaid day per school year subject only to the restrictions in 7.02 B, C1, C2 and D.

7.11 RIGHTS UPON RETURN FROM UNPAID LEAVE

Upon return from leave, a bargaining unit member shall have such rights to assignment and transfer as are conferred on all members by Articles XII and XIII of this Agreement.

7.12 FAMILY AND MEDICAL LEAVE

A. An eligible bargaining unit member may take up to twelve (12) workweeks of unpaid leave ("FMLA Leave") in any school year (August 1st through July 31st) for one (1) or more of the following circumstances:

1. The birth of a member's child and to care for the child up to age one (1);

2. The placement of a child with a member for adoption or foster care, up to a twelve (12) month period after the placement;

3. To care for the spouse, child, or parent of a member when that family member has a serious health condition (Form WH-380 F);

4. The member's inability to perform the functions of the position because of the member's own serious health condition (Form WH-380 E); and

5. For qualifying military situations arising when a bargaining unit member's spouse, son, daughter, or parent is on active duty or is called to active duty status (Form WH 384);

B. An eligible bargaining unit member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the member (Form WH 385).

C. A "serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity: (1) is more than three consecutive calendar days and involves treatment by a health care provider, (2) is due to incapacity due to pregnancy or prenatal care, (3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition, (4) is a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, or (5) any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless complications develop.

D. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the Board are jointly entitled to a combined total of twenty-six (26) weeks of FMLA leave if the leave is requested to care for a covered service member.

E. For purposes of this section, a qualifying military situation arises when a member's spouse, son, daughter, or parent is on active duty or called to active duty status (i.e., not on active duty in the Armed Forces) and includes, but not limited to, the following situations:

1. Attendance at official military sponsored events,

2. To provide or arrange for alternative child care or schooling,

3. To make financial or legal arrangements to address the member's address while on active duty,

4. Counseling,

5. Rest and recuperation, and

6. Post-employment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform his/her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an out-patient status or on temporary disability retire list.

F. To be eligible for FMLA Leave, the bargaining unit member must:

1. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months);

2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave; and

3. Provide the Board with thirty (30) days advance notice when the need is foreseeable and such notice is practicable.

G. Sick leave taken in accordance with Section 7.01 shall be counted as FMLA Leave if the reasons for taking it qualify as FMLA reasons.

H. The Board shall maintain coverage under the group health plans and life insurance plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the bargaining unit member had continued to work and not taken leave. Payment of the member's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The member shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.

I. The Board shall notify the member of FMLA eligibility within three (3) business days of learning of the need for FMLA Leave (Form WH 381and WH-382).

J. For unpaid FMLA Leave the Board retains the right, at its own expense, to require the bargaining unit member to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the member to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The member and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the member does not attempt in good faith to reach agreement, the member will be bound by the second certification.

K. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy.

2. When medically necessary, a bargaining unit member may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse/child/parent who has a serious health condition. The member shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

3. Where FMLA Leave is taken because of birth or placement for adoption or foster care, a member may take leave intermittently or on a reduced- work schedule only if the Board agrees.

4. Where a member who is principally employed in an instructional capacity requests intermittent FMLA Leave or FMLA Leave on a reduced-work schedule, and where the teacher would be on FMLA Leave for more than twenty percent (20%) of the total number of working days over the period during which the FMLA leave would extend, such teacher must elect either:

   a. To take FMLA Leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or

   b. To transfer temporarily to an available alternative position (if any) offered by the Board for which the teacher is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the teacher.

L. Return to Work

1. At the end of unpaid FMLA Leave, the Board shall restore the teacher to the same or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.

2. When a member is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider (Appendix G) that the member is able to resume the job functions for his/her position.

3. Should a member not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the member's control, the member shall reimburse the Board for the health insurance premiums

paid by the Board during the unpaid FMLA Leave period. A member shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the member's health care provider shall be provided in a timely manner, and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

M. Leave Near End of Semester

1. If a teacher begins any unpaid FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the teacher continue taking leave until the end of the semester if (1) the leave is of at least three (3) weeks duration, and (2) the return to employment would occur during the three (3) weeks period before the end of the semester.

2. If a teacher begins unpaid FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse/parent/child during the period that commences five (5) weeks prior to the end of the semester, the Board may require the teacher to continue taking leave until the end of the semester if (1) the unpaid FMLA leave is of greater than two (2) weeks duration, and (2) the return to employment would occur during the two- week period before the end of the semester.

3. If a teacher begins unpaid FMLA Leave because of the birth or placement of a child or in order to care for a spouse/parent/child with a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.

4. When a teacher is required to take leave until the end of a semester and the teacher's leave entitlement under unpaid FMLA Leave ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the teacher and provide other FMLA entitlements when the period of leave ends. The teacher also accrues seniority while on this leave.

N. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended January 16, 2009. If there are any inconsistencies between this Article of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

7.13 MILITARY LEAVE

A bargaining unit member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable federal and Ohio law.

ARTICLE VIII INDIVIDUAL RIGHTS

8.01 INDIVIDUAL CONTRACTS

A. Employment by Contract

1. The Board shall enter into a written teaching contract pursuant to O.R.C. Sections 3319.08, 3319.09, and 3319.11 for the employment and reemployment of a bargaining unit member.

2. When a new teaching contract is issued to a bargaining unit member in accordance with the Board's normal practices, the teaching contract shall incorporate the provisions of this Agreement and any successor Agreement by reference.

B. Limited Teaching Contract

The term of a limited teaching contract issued to a bargaining unit member who has completed four (4) or more years of continuous service in the District and satisfactory evaluations shall be for two (2) years.

C. Eligibility for Continuing Teaching Contracts

1. A bargaining unit member who is eligible for continuing contract consideration must notify the Superintendent in writing on or before September 30th of the school year in which the member becomes eligible in order to be considered for issuance of a continuing contract in April of that school year. A member who does not notify the Superintendent on or before September 30th will not be eligible for continuing contract consideration until April of the following year. This is in addition to Ohio Revised Code Section 3319.11(B).

2. Any bargaining unit member who meets the following criteria will be eligible for continuing contract consideration: A member qualified as described in division (B)(1) and (2) of Section 3319.08 of the Ohio Revised Code in effect at the time the member is requesting a continuing contract, who (a) within the last five (5) years has taught for at least three (3) years in the District (teachers first licensed on or after January 1, 2011 must also have held the license for at least seven (7) years), or (b) having attained continuing contract status elsewhere, has served two (2) years in the District. Proof of eligibility must be provided to the Superintendent no later than April 1. Currently, 3319.08 of the

Ohio Revised Code states that a continuing contract shall be granted only to the following: (1) any member holding a professional, permanent, or life teacher's certificate; (2) any member holding a professional educator license who has completed the applicable one of the following:

a. If the bargaining unit member did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator's license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the original issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt;

b. If the member held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state Board of Education shall adopt.

D. Extended Limited Teaching Contracts

In the event the Superintendent believes an extended limited teaching contract [not to exceed two (2) years] is warranted for a bargaining unit member who is otherwise eligible for a continuing contract, the member will receive written notice at least five (5) working days prior to any Board action along with reasons directed at professional improvement. The Board must act on an extended limited contract and the reasons directed at professional improvement must be given to the member on or before June 1. The parties agree the Board may bypass the procedures under Section 3319.11 I of the Ohio Revised Code and issue an extended limited teaching contract upon the Superintendent's recommendation without first entertaining a recommendation for a continuing contract. Upon subsequent reemployment of the member after the expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the member written notice of its affirmative action on the extended limited contract on or before June 1, the member is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The member is presumed to have accepted employment under the continuing contract unless the member notified the Board in writing to the contrary on or before June 1st, and a continuing contract shall be executed accordingly.

E. Supplemental Limited Teaching Contracts

1. A bargaining unit member assigned to perform an additional duty listed on the attached Supplemental Salary Schedule (Appendix D) shall be issued a supplemental contract prior to actually performing the duty.

2. The individual shall be paid at the rate(s) indicated on the Supplemental

Salary Schedule (Appendix D) for performance of his/her assigned duty calculated using the BA-0 step on the base salary schedule.

3. A bargaining unit member may decline a supplemental duty assignment before signing a supplemental limited teaching contract.

8.02 NONRENEWAL OF LIMITED TEACHING CONTRACT

Any bargaining unit member who will be non-renewed will be provided with written notice of nonrenewal on or before June 1. Any alleged procedural violations related to the nonrenewal process shall be governed solely by the grievance procedure set forth in Article III. This provision supersedes O.R.C. 3319.11 and 3319.111.

8.03 TERMINATION OF TEACHING CONTRACT

Termination of a limited or continuing teaching contract during its term shall be made only in a manner consistent with O.R.C. Section 3319.16. A teacher will not have the right to grieve the termination of a limited or continuing teaching contract under Article III; instead, the hearing and appeals process will be pursuant to O.R.C. Section 3319.16 and 3319.161.

8.04 DISCIPLINARY PROCEEDINGS

A. Appropriate discipline may include oral or written reprimand, suspension with or without pay, reduction, demotion and/or termination. No bargaining unit member will be disciplined, discharged, demoted or suspended without just cause.

B. Members shall be entitled to representation at all meetings where disciplinary action may occur. The administration and Association will make an effort to give prior notice to the administrator who scheduled the meeting and to the Association President of all individuals who may be in attendance at all meetings where disciplinary action may occur.

C. An attempt will be made to notify the Association President, but the final responsibility for notification rests with the member. The member shall be informed of his/her right to such representation prior to the commencement of a meeting.

D. If an oral reprimand is reduced to writing for inclusion in the member's file, the member shall be provided a copy and the member shall sign the file copy to indicate that he/she has read it. If the member wishes to respond, in writing, a copy of the response shall be attached to the written reprimand file copy.

8.05 SENIORITY

A. Seniority Defined

"Seniority" as used in this Agreement shall mean length of continuous service in the District as determined by the first day worked in a bargaining unit position.

B. Continuous Service Defined

1. As used in this Article, "continuous service" shall mean the time period of the bargaining unit member's continuous employment in the District, provided that the time spent absent on unpaid leave shall be deducted when computing continuous service. If a bargaining unit member was non-renewed on or before June 1 of any year but, thereafter, was reemployed for the following school year, the non-renewal shall not be considered a break in service.

2. A bargaining unit member employed in a bargaining unit position in the District in the past for less than one hundred eighty-four (184) days in a school year, each one hundred twenty (120 days of employment in one school year shall constitute one (1) school year.

3. A bargaining unit member employed in the past on an hourly basis, as a tutor in the District, shall be credited with one (1) year of seniority for seven hundred twenty (720) hours of employment in one (1) school year.

4. Seniority: A bargaining unit member who regularly works the full school year but less than a full school day shall receive full seniority credit if he/she is scheduled to work more than three (3) hours per day. Half-credit shall be given to members scheduled to work two (2) to three (3) hours per day. No credit shall be given members scheduled to work less than two (2) hours per day. Members on January 1, 1989, shall not lose seniority already accrued as of September 1, 1989, as a result of this provision.

5. Any retired teacher who is re-employed in the District will be considered to have had a break in service for purposes of seniority and their seniority shall begin to accumulate anew from their re employment date.

C. Seniority List

1. No later than September 30 of each year, the Superintendent will provide the Association President with a seniority list of all bargaining unit members employed by the Board. Included in this list shall be each member's date of hire, dates of any break in service, and limited or continuing contract status. The Superintendent will promptly notify the Association of any changes in the Seniority List after September 30.

2. A copy of the Seniority List will be posted in the Central Administration Office, so that it can be inspected by a bargaining unit member and Association representative during normal office hours.

3. Full-time contract teachers hired after July 1, 2011 shall maintain seniority rights over those hired under part-time contracts after July 1, 2011, regardless of the original date of hire.

4. If a part-time person hired before July 1, 2011 is granted a full-time position, the teacher shall maintain seniority as of original date of hire as a member. If a full-time position is reduced via a RIF or Job Share, the affected teacher shall maintain seniority as of original date of hire as a full-time member.

D. Tiebreaker Language

1. If two or more bargaining unit members have equal continuous service in the District as defined in Article 8.05(B), seniority will be determined by the earlier date of the Board meeting at which the teacher was first hired into the District. If two or more members were hired at the same Board meeting, seniority will be determined by first giving full-time members seniority over part-time members, and then by the roll of a die. The member who rolls the highest number will be placed on the list before the other member(s). The tiebreaker process using the highest number rolled will take place during the first week of employment.

2. Placement on the seniority list using the tiebreaker procedures is subject to other adjustments due to leaves of absence, break in continuous service, etc., consistent with Article 8.05.

8.06 PERSONNEL FILES

A. Right to Review

A bargaining unit member shall have the right, upon request, to examine and obtain a copy of any information in his/her personnel file except for information classified by law as confidential.

B. Right to Have Representative Present

A bargaining unit member will be entitled to have a representative of the Association accompany him/her during such review.

C. Right to See Copy of Material in File

If an Administration communication or a communication received from parents and other nonprofessionals regarding a bargaining unit member is intended to become a part of the member's file, it shall be reviewed by the Principal and the member involved and initialed by the member prior to being placed in the personnel file. After receiving the communication, the member shall sign it to acknowledge he/she has

had the opportunity to review it. This signature shall not indicate agreement with the substance of the communication. The member shall be afforded the opportunity to file a written reply which will be attached to the communication.

D. Right to Challenge Contents of File

1. A bargaining unit member will have the right to indicate which, if any, document(s) or other material(s) in his/her personnel file is obsolete or otherwise inappropriate for retention.

2. The document(s) will then be reviewed by an appropriate member of the administrative staff.

3. In determining whether a document is "obsolete or otherwise inappropriate for retention," the standards set forth in O.R.C. Section 1347.05 shall apply.

E. Maintenance of Files

Neither the Board nor any Administrator shall maintain confidential and separate files on personnel in the form of communications from parents or computerized information which the bargaining unit member has neither seen or had the right to challenge.

F. Personnel Files

In the event any person, other than the employee's Supervisor or other Administrator or Board member, seeks to review the personnel file of a bargaining unit member, the bargaining unit member shall be notified of the request. The notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review if applicable. If the member asks to be present at the time of the review, then to the extent practical, the review will be scheduled to avoid conflicts with classroom instruction.

G. Administrative Files

There will be only one official personnel file maintained on each bargaining unit member. Any items maintained by an administrator outside of the official personnel file must be submitted to the official personnel file within one year of the incident giving rise to the documentation; otherwise, the record maintained in an administrator's unofficial file will be destroyed consistent with the District's destruction of records, policy and procedures.

8.07 NO REPRISAL

There will be no reprisal taken against a bargaining unit member by reason(s) of his/her membership in the Association or participation in lawful Association activities not inconsistent with this Agreement.

8.08 COMMUNICABLE DISEASES

A. Bargaining unit members with communicable diseases will be entitled to leaves in accordance with other provisions of this Agreement and with law.

B. Decisions concerning employment status of members with communicable diseases shall be made in accordance with law, including both nondiscrimination and public health laws.

C. Based upon available medical information and applicable legal requirements, the Superintendent may assign the member to return to his/her usual place of employment unconditionally or to a work assignment under restrictive conditions or the Superintendent may seek to have the member utilize Sick Leave or be placed on a leave of absence. The Superintendent shall seek information from the member's physician and appropriate public health official(s), and may, at the Board's expense, require the member to submit to a medical examination by a Board-designated physician.

8.09 OCCUPATIONAL SAFETY AND HEALTH

A. Notice of Violation

Before exercising his/her right under O.R.C. Section 4167.06, a bargaining unit member will contact the Principal or the Superintendent and review all existing facts. An Association representative shall be a party to the review. The parties shall discuss possible remedies to the safety or health concern.

B. Discrimination Claims

In the event a bargaining unit member wishes to or actually asserts a claim of discrimination for having filed an occupational safety or health violation as defined in O.C.R. Section 4167.13, the Superintendent shall have the right to a meeting with the Association in order to (1) review all existing facts and (2) to determine mutually whether or not the claim shall be remedied through the grievance procedure herein or by some other means.

C. Internal Administrative Procedure

The parties desire to deal with safety and health complaints and to attempt to correct any safety or health violations internally to the extent possible. Accordingly, the Association agrees that it will not itself file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to O.C.R Section 4167.10 without first having met with the Superintendent to review all existing facts and possible corrective measures. However, nothing in this Article shall preclude a member from rights guaranteed under the statute.

8.10 THIRD-PARTY COMPLAINTS

When a complaint is brought to the attention of the building administrator regarding a bargaining unit member and the administrator believes the complaint has merit, the building administrator will investigate and will share the complaint with the member. The notification to the member will include the nature of the complaint and the identity of the complainant, unless the investigation could be compromised by divulging the identities or, based on the administrator's best judgment, divulging the identity of the complainant would be counterproductive. Any complaints that are required to be kept confidential pursuant to law are not subject to this provision (i.e., child abuse complaints).

ARTICLE IX. WORK YEAR AND WORKDAY

9.01 WORK YEAR

A. Length of Work Year

1. The work year for a bargaining unit member shall be one hundred eighty- four (184) days, unless reduced by calamity days as provided in O.R.C. Section 3319.08, not to exceed five (5) days. Bargaining unit members are required to report to work for their regularly scheduled work day on calamity day six (6) and beyond, unless the district decides to make up the lost days of instruction, according to the contingency plan adopted by the Board. These work days will include no more than three (3) hours of professional development and/or group meeting time. The remainder of the work day(s) will be teacher driven pertinent to his/her teaching assignment. Members who arrive late on these days will provide a flex schedule to their principal.

2. Members new to the District may attend up to two (2) additional days for orientation and in-service, one of which shall be at the bargaining unit member's individual building. Two (2) hours during that "building" time shall be allotted to the Association. As part of the orientation and in-service, bargaining unit members whose primary focus is special education (e.g. intervention specialists) will be provided with an overview of district special education procedures.

3. School counselors may be extended additional work hours beyond the normal work year which will be paid pursuant to a supplemental contract at the counselor's individual per diem rate. A range of thirty-six (36) to sixty (60) extended work hours will be available at the grades K-6 level; a range of sixty (60) to one hundred twenty (120) extended work hours will be available at the middle school; a range of two hundred forty (240) to three hundred eighteen (318) extended work hours will be available at the high school. The need for and schedule of the extended hours will be determined by the administration in collaboration with the affected school counselors.

4. The work year for tutors shall correspond to the work year for teachers. Tutor time shall be scheduled as needed during this period.

B. Make-Up Work Year

1. The work year shall contain a maximum of:

   a. One hundred seventy-nine (179) days for instruction, which shall include four (4) days on which classes are dismissed for one-half (1/2) day or two (2) full days for the purpose of effective individualized parent conferences in the elementary Grades PreKindergarten-Six (PreK-6) and one (1) full day for Grades Seven-Twelve (7-12);

   b. Two (2) workdays at the beginning of the work year. On the first day, a classroom teacher will not be assigned pupil contact or required to attend more than two (2) hours of building-level meetings;

   c. One (1) records day at the end of the work year during which a classroom teacher will not be assigned pupil contact;

   d. One (1) seven (7)-hour in-service day/curriculum day/workday as provided in Sections 10.04E and 10.05A1. This day will occur on the third teacher day of the new contract year.

   e. One (1) professional development day scheduled at some point during the school year. With the exception of 9.01 B1(d) above, the Board, at its discretion, may add additional professional development days throughout the school year in lieu of the instruction days referenced in 9.01 B1(a) above.

2. Conferences referenced in Paragraph B.1.a, above, may be scheduled by the Administrator during the school day or during the evening or for one-half (1/2) a day plus an evening. A committee, comprised of Association and Board representatives, will be formed to explore alternative conference schedules for all grade levels, as needed. The committee shall be comprised of teachers appointed by the Association President and administrators appointed by the Superintendent/Designee. Efforts will be made by the Association and Board to have representatives on the committee from the following grade levels: Pre-K-4, 5-6, 7-8, and 9-12.

C. School Calendar

A district school calendar committee will be established. The committee will convene when the Board is ready to begin creating a calendar for a future school year. Members of the committee will include three (3) members from the Association who are appointed by the Association and three (3) members of the administration who are appointed by the Superintendent. Other employee groups may also be represented on

the committee. President/Co-Presidents of any Associations represented on the committee and the Superintendent will be de-facto members of the committee.

The purpose of the committee will be to preview, develop, and recommend up to three (3) school calendar options based on the considerations that include, but are not limited to the following:

- Minimum number of student instruction hours required in a school year;
- Total student instruction hours in the previous school year
- Contractual provisions for staff workdays/work year;
- If already available, consideration of the calendars of the other Four City Compact schools and other Medina County schools;
- Impact of teacher retirements if the school calendar goes into June;
- Days that appear to have significant value to our community (e.g. Monday after Thanksgiving); and
- Financial impact of insurance coverage for new employees if we start teacher workdays prior to August 15.

Following the completion of the work of the calendar committee, the calendar options that were developed will be voted on by the WEA, the administration as well as any other employee groups that will be affected by the calendar.

The calendar that receives the highest number of votes will be recommended to the Board for approval.

9.02 WORKDAY

A. Minimum Duty Hours

The typical workday of a bargaining unit member will be no longer than seven and one-half (7-½) consecutive hours. The typical workday of members assigned to grades PreK-6 shall not start earlier than 8:00 a.m. nor end later than 4:00 p.m. The typical workday for members assigned to grades 7-12 will not start earlier than 7:15 a.m. nor end later than 3:15 p.m. The elementary student day will not exceed six (6) hours and thirty-five (35) minutes. The beginning and ending of the workday at a particular building will be established by the administration consistent with these parameters. Encore members may be assigned a duty either before or after the student day. Encore members may be assigned an instructional assignment outside of their content area during the student day. It is understood that this instructional assignment, if outside of the teacher's content area, is not as the teacher of record.

The maximum scheduled workday for secondary tutors shall not exceed seventy-five percent (75%) of the workday for secondary teachers; the maximum workday for elementary tutors shall not exceed seventy-five percent (75%) of the workday for elementary teachers.

B. Flex Time Scheduling

By mutual agreement between the bargaining unit member and the appropriate Administrator, and reflected on the flex time form located on the intranet, the beginning and ending of the workday may be adjusted as long as:

1. There is no change in the length of the teacher's workday;

2. The new times do not conflict with the established student day except as provided in (d) below.

3. The teacher continues to make himself/herself available as needed during the normal workday for parent conferences and necessary hearings and meetings.

4. The high school administration may approve a flexible schedule at the request of a high school teacher that falls outside of the established student day (e.g., 0 to 6th period or 2nd to 8th period) where the flexible schedule meets the needs of the high school course offerings.

5. On Fridays, days of evening conferences, and days preceding holidays, a bargaining unit member will be excused fifteen (15) minutes after the last dismissal of the students in the grade level at which he/she is assigned.

C. Duty Free Lunch Period

Included in the workday of a bargaining unit member shall be a duty free lunch period of at least thirty (30) consecutive minutes.

D. Preparation Time

1. A bargaining unit member will, in addition to his/her lunch period, have daily preparation time during which he/she will not be assigned any other duties (except as provided in Section 5.04, herein) or be required to attend any meetings. This planning time shall be during the student day, inclusive of travel time to escort students, and shall be as follows:

   a. Elementary – Two hundred eighty-five (285) minutes per five-day workweek. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each elementary member. Any additional daily planning segments shall be no less than fifteen (15) consecutive minutes.

   b. Middle School – One (1) regular class period.

   c. Senior High School – One (1) regular class period.

E. Traveling Teachers

1. Every effort will be made to limit building assignments of traveling teachers to two (2) buildings per day and to schedule adequate travel time between assignments, taking into consideration set up and tear down time in addition to travel time. In establishing the schedules for traveling teachers, the affected teachers will have input.

2. The traveling teacher's schedule will include the designated "home school" of the traveling teacher and the administrator responsible for evaluating the traveling teacher.

F. Part-Time Bargaining Unit Members

Part-time bargaining unit members who opt to work a full day on a seven (7)-hour district professional development day will be compensated at their per diem rate for time worked over their normal hours. The bargaining unit member must submit a timesheet to his/her Principal for any hours worked beyond their scheduled day in order to be compensated.

9.03 MEETINGS OUTSIDE OF THE WORKDAY

A. Meetings with Parents and Students

A bargaining unit member shall be available as needed beyond the above established workday for meetings with either students or parents. The member shall be responsible for arranging all student or parent conferences. Additional supplementary conferences will be conducted by a bargaining unit member as his/her professional judgment dictates.

B. Secondary Building Faculty Meetings

Bargaining unit members at the secondary level (grades 7-12) shall not be required to attend more than one (1) building faculty meeting per month. Each member will be required to attend such meeting not to exceed thirty (30) minutes outside the workday.

C. Evening Meetings

Classroom teachers will not be required to attend more than two (2) evening meetings per school year in addition to evening parent conferences. One of the meetings will include a parent orientation night for PreK-6 teachers, which will not be scheduled prior to the work year. The parent and student orientation for grades K-4 will occur in the evening on the second teacher workday of the new contract year. The orientation will involve parents and students and combine the events formerly known as parent orientation and sneak a peek. Secondary teachers (7-12) shall be required to attend open house as one of the two evening meetings. Part-time classroom teachers who opt to work beyond their contracted hours will be compensated at curriculum rate for time worked over their normal hours. The part-time classroom teacher

must submit a timesheet to his/her principal for any hours worked beyond their scheduled day in order to be compensated.

1. School Counselors will not be required to attend more than five (5) evening meetings per school year.

2. Tutors required to work evening meetings will be paid their hourly rate. The tutor must submit a timesheet to his/her principal for all hours worked.

D. IEP Meetings

To the extent possible, IEP meetings shall be held during the workday with class coverage provided for participating bargaining unit members. In the event an IEP meeting cannot be scheduled during the workday, members who are required to attend outside the workday shall be compensated at the curriculum rate.

9.04 MEETINGS WITHIN THE WORK DAY

A bargaining unit member shall not be expected to attend more than one (1) meeting per week during the workday. Except for emergencies, these meetings shall be scheduled at least two (2) days in advance. Meetings related to students (IEP, 504, and RTI) and the monthly faculty meetings are excluded.

Attempts will be made to avoid scheduling meetings on parent/teacher conference days and on days when student grades are due, unless required by an emergency or legal requirement.

The Board will explore current district meeting policies and look for alternative frameworks on how to communicate information. In addition, the Board will not hold staff meetings just to hold staff meetings.

9.05 ENCORE SCHEDULES

Encore bargaining unit members shall receive their tentative schedules for the following school year by June 1. The tentative schedule will include the assigned school, including the home school, for traveling members.

ARTICLE X. WORKING CONDITIONS

10.01 SUBSTITUTE TEACHERS

Substitutes will be provided as needed in all subjects and grades in the curriculum, providing properly certified/licensed and qualified personnel are available. The Administration will exert all reasonable effort to maintain adequate substitute lists.

10.02 PREPARATION OF REPORTS/COMMUNICATION WITH PARENTS

A. Report Cards

Report cards for students will be recorded on a District-approved reporting tool and sent home with pupils in accordance with the calendar adopted for the school year.

B. Interim Reports

Parents of pupils in Grades One (1) through Twelve (12) will be given administratively approved interim reports each grading period if the pupil is not averaging passing work during the grading period. Bargaining unit members also are encouraged to communicate with the parent whenever appropriate.

C. Preparation of Electronic Reports/Progress Book

The Administration and Association shall work collaboratively to implement any changes in the electronic reporting system. All bargaining unit members shall be offered proper and adequate training before any changes in the electronic reporting systems are implemented. Members shall have access to computers, during the workday, to complete required reporting. The window for submitting electronic reports/progress book will close at noon the third workday following the close of the grading period.

D. Communication Expectations with Parents

The Association and Board will collaboratively determine defined parent communication expectations and share them with parents.

10.03 STUDENT/TEACHER ASSIGNMENT

A. Placement

If the Administration places student/teachers, they will be placed only with supervisory teachers who agree to accept a student/teacher assignment.

B. Supervisory Teacher List

1. All bargaining unit members shall be eligible for a student/teacher if they meet the following requirements:

   a. Three (3) years of teaching service.

   b. One (1) year at their present teaching position.

2. All teachers who meet the above requirements shall automatically be on the Supervisory Teacher's List unless they inform the Superintendent, in writing, by September 1 of each year that they do not wish to be on the list.

C. Student/Teacher Reimbursement

Any stipends or vouchers received by the District from the college or university sponsoring the student/teacher will be considered taxable income paid by the District to the supervising teacher.

D. Notice of Policy

The Administration agrees to notify the universities and colleges desiring to place students in the District of this policy.

E. Voluntary Acceptance

A bargaining unit member may decline a student/teacher placement at the time it is offered.

10.04 INCLUDED STUDENTS

A. Placement

1. The names of students who are included from special education classes into the regular classroom will be provided to the receiving teacher at least two (2) days before placement. The two-day notice requirement will be waived for students transferred in from other districts with IEPs providing for inclusion, provided that the teacher will be advised that the student is a special education student as promptly as possible.

2. Teachers will be given a tentative class roster, with special education students identified, at least one (1) week prior to the beginning of each semester.

B. Conferences

1. Classroom teachers and educational service personnel shall be invited to participate in the IEP/504 process for students to whom they are providing instruction. At the request of the regular classroom teacher, a conference will be held with the special education teacher to examine the IEP.

2. A copy of the student's IEP/504 will be provided to the classroom teacher(s) on request at the start of the school year and whenever the IEP/504/504 is changed. The current IEP/504 for each student will also be available to the classroom teacher in the school office and through the special education teacher. It is understood that an IEP/504 is a confidential document and teachers will take appropriate steps to maintain that confidentiality.

C. Support Services

The Board will provide support services, including physical support, mandated by the IEPs/504s, and may provide additional services. When a classroom teacher has an inequitable share of included/IEP/504/RtI students requiring a high level of support, appropriate additional support services will be provided. Such additional support services may include one or more of the following: 1) additional planning time in lieu of a duty period; 2) aide(s) assigned to assist the teacher in performing duties; 3) assistance from LD tutors in the classroom when tutors are not individually tutoring other students; 4) other appropriate support.

D. Collaboration

When necessary, the administration may require/authorize collaboration time for special education and classroom teachers outside of the normal workday. Such authorized time will be paid at the curriculum rate.

E. In-Service Day

An in-service/curriculum day/workday will be scheduled at the beginning of the school year. This day will be part of the one hundred eighty-four (184) day work year. In-service topics will be designed to provide appropriate instruction of practical value to the bargaining unit member including compliance training and review of district procedures. All bargaining unit members who work with special education students will attend the compliance training and review of district procedures in-service. The consensus statement on co-teaching, included at the end of this Agreement, will be reviewed with bargaining unit members as part of this in-service.

F. Special Education IEPs

Special education teachers, tutors, or speech therapists who have the responsibility of developing and writing Individual Educational Programs (IEPs) shall be given four (4) release days each year for the purpose of writing the IEPs. The writing of IEPs on release days must occur at a building that is owned by the District, but does not need to occur at the bargaining unit member's assigned building. If a bargaining unit member chooses to not utilize the four (4) release days, he/she will be paid a stipend in the amount of the district daily substitute teacher rate (non-retired Wadsworth teacher) for each unused day. Bargaining unit members who elect to not use any of their four (4) release days and elect to be compensated at the substitute teacher rate must submit a timesheet to their Principal in order to be compensated for the said days.

An additional release day may be authorized by the Director of Student Services due to extraordinary circumstances.

G. Stipend for Caseloads Exceeding the Maximum Allowed

A stipend will be provided to a bargaining unit member whose caseload exceeds the maximum allowed by Ohio Administrative Code because the District applied for and received a waiver for such exception from the Ohio Department of Education according to the following schedule:

0-90 days: 1.0% of the base;
91-120 days: 1.5% of the base; and
121-184 days: 2.0% of the base

The payment listed above is not per student.

In addition, a bargaining unit member whose caseload exceeds the maximum allowed by Ohio Administrative Code will be paid $300.00 for each additional IEP written and $100 for each progress report written. The term "additional" refers to student(s) over the maximum caseload number, as described above.

H. Student Service Advisory Committee

A Student Services Advisory Committee, which will include bargaining unit members appointed by the Association President and other district personnel, will be created to provide recommendations on issues related to Student Services, including, but not limited to, the following: creation of compliance procedures; appropriate levels of support needed to meet students' needs in the classroom; least restrictive environment options within the district; data collection and record keeping procedures; how to effectively communicate caseload/workload concerns in a timely manner; the IEP meeting process, including who sends the invitation; responsibilities of regular education teachers in regards to special education services; and composition of students in a classroom.

10.05 TUTORS

To the extent practical, the Administration will attempt to provide continuity in student scheduling.

10.06 PROFESSIONAL DEVELOPMENT

A. Responsibilities of the Professional Development Committee ("PDC")

The PDC is responsible for implementing, coordinating and evaluating effective professional development activities for all staff. This includes:

1. Assist in planning and evaluation of District in-service day(s).

2. Serve as liaison(s)/spokesperson(s) for their grade level/building, sharing information, ideas, securing feedback.

3. Assist with staff development activities conducted at the building level.

B. The PDC

The PDC shall be composed of seven (7) members: an elementary administrator, the Director of Curriculum and Instruction, and five (5) teachers appointed by the Association President.

C. Term of Office

The term of office for committee members shall be one (1) year.

D. Chairperson

The PDC Chairperson shall be determined by a majority vote of the committee members. The Chairperson will be responsible for coordinating the activities of the PDC, including preparing an agenda for and scheduling meetings.

E. Decision Making

The PDC will be trained in team building skills and consensus decision making and will operate by consensus.

F. Training

PDC members will receive paid release time to attend training specific to professional development and compliance with Ohio's standards for effective professional development.

G. Meetings

The PDC will meet monthly throughout the school year (ten times).

H. Minutes

Minutes for all meetings, including attendance records, shall be sent to all committee members, WEA President, and Superintendent/designee, within seven (7) days of each meeting.

I. Compensation

Bargaining unit members on the PDC will be paid a supplemental of two percent (2%) of the base. If a bargaining unit member serves as the Chairperson, that member will be paid a supplemental of three percent (3%).

10.07 RESIDENT EDUCATOR

A. Program

Resident educators and mentor teachers will participate in professional development and related activities as required by the Ohio Department of Education (ODE). The requirements of the ODE govern the program.

B. Mentors

Mentoring of resident educators is strictly voluntary. Bargaining unit members who volunteer to serve as mentors may submit an application to their administrator(s). Members who volunteer to be selected into the mentor "pool" will receive training [up to a maximum of three (3) days] during the summer or school year. Training required to become a mentor is stipulated by ODE and is included in the job description. Members selected as mentors will be compensated $2,000 for Year one (1) of the program and $1,500 for Year two (2) of the program. The mentor job description delineates mentor responsibilities. Mentors will be assigned to Resident Educators in Year one (1) and two (2), performing all mentor requirements of the program. Mentors who are assigned to a teacher in Year three (3) of the program will be compensated $500. Year four (4) of the program will be overseen by the Office of Professional Development.

10.08 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

Pursuant to O.R.C. Section 3319.22, a Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans and continuing education units and/or other equivalent activities related to classroom teaching and/or the area of licensure.

B. Term of Office

The term of office for committee members shall be three (3) years.

C. Composition and Selection

The LPDC shall be composed of five (5) members: three (3) teachers and two (2) Administrators. Teachers shall be appointed by the Association President. Administrators shall be appointed by the Superintendent. Vacancies arising during a term shall be filled in the same manner.

D. Chairperson

The Committee Chairperson shall be determined by majority vote of the committee members.

E. Decision Making

The choice of how to operate for decision-making purposes shall be discussed by the LPDC. The LPDC will make the choice to either operate by: majority vote or consensus. Prior to the implementation of whichever mode is chosen, the LPDC will be trained in team building skills. Once the decision of operation is made, that shall be the mode of operation for the LPDC.

F. Training

LPDC members shall be afforded the opportunity to attend training related to performance of their duties. Paid release time shall be granted for training within the workday. Attendance at specific training meetings is subject to administrative approval under Section 7.05B, herein, but approval shall not unreasonably be denied. Such training may constitute an appropriate "equivalent activity" for committee members' own professional development plan. If training occurs outside the regular workday or work year, members shall be compensated for hours involved, including travel time.

G. Appeals Process

The LPDC shall retain an internal appeals process.

H. Minutes

Minutes for all meetings, including attendance records, shall be sent to all committee members, WEA President, and Superintendent/designee, within seven (7) days of each meeting.

I. Meetings

The LPDC shall meet as often as its members deem necessary to complete their work. An annual meeting schedule providing for at least six meetings spaced throughout the school year shall be posted in each building no later than September 10, and additional meetings may be scheduled as needed.

J. Compensation

Bargaining unit members on the LPDC (not Chairperson) will be paid a supplemental of five percent (5%) of the Base. The Chairperson will be paid a supplemental of seven percent (7%) of the Base.

10.09 RESPONSE TO INTERVENTION (RTI) TEAM

A. Purpose

The purpose of the RTI Team, which is comprised of bargaining unit members selected by the administration and employed under a supplemental contract, is to collaborate about and communicate the needs of students, evaluate how to meet those needs, and to monitor how those needs have been met through the (RTI) process. The Administration shall not use student's progress or lack of progress for evaluation or discipline purposes.

B. Training

RTI team members will receive training to the RTI process.

C. Meetings

The RTI Team will determine the frequency of meetings at the building level and will further determine when and which regular education teachers will be invited to participate in the meetings. This is in addition to any district-wide RTI meetings. Where the RTI team determines it is appropriate, the individual(s) who will be implementing any Tier III interventions may be in attendance at that student's RTI meeting. Tutors will be invited to attend all RTI meetings which involve students they are assisting, and will be paid at their hourly rate. The RTI Team shall provide written suggestions and materials to classroom teachers and tutors to meet the needs of students.

D. Compensation

RTI team members will be compensated per Appendix D.

10.10 CLASS SIZE

Subject to economic considerations and the availability of facilities and qualified staff, reasonable attempts will be made to continue to maintain class sizes appropriate to the grade in the elementary and course content in the secondary. The Administration will make a good faith effort to maintain class sizes of no more than twenty-six (26) students per class in grades K-6. Every attempt will be made to balance class composition.

Within each building, at the end of the school year, the current teacher(s) of each student will be given the opportunity to provide input to the principal and teacher()s) of the student for the next school year.

10.11 CONSISTENTLY HIGH-PERFORMING TEACHERS

To be considered a consistently high-performing teacher, as defined by the State Board of Education, a bargaining unit member must meet the following criteria:

During the current licensure cycle, a consistently high-performing teacher has:

1. Received the highest final summative rating on evaluations, as defined by Revised Code Sections 3319.111 and 3319.112 where applicable, for at least four of the past five years; and

2. Met at least one of the following additional criteria for at least three of the past five years:

   - Held a valid senior or lead professional educator license;
   - Held a locally recognized teacher leadership role that enhances educational practices by providing professional learning experiences at a district, regional, state or higher education level;
   - Served in a leadership role for a national or state professional academic education organization;

- Served on a state-level committee supporting education; or
- Received state or national educational recognition or award.

A bargaining unit member who meets the State Board of Education's definition of consistently high-performing teacher is exempt from the requirement to complete any additional coursework for the renewal of a professional educator license for the next renewal cycle, provided the Local Professional Development Committee (LPDC) verifies that he/she has met the criteria identified above.

10.12 FINE ARTS FESTIVAL

No bargaining unit member who teaches art to kindergarten students will be required to submit student artwork for inclusion in the District's Fine Arts Festival for his/her kindergarten class if the kindergarten art class(es) time is not equal to the time for art class for grades 1-4.

10.13 MASTER TEACHER

A. Definition

A Master Teacher is a teacher who demonstrates excellence inside and outside the classroom through consistent leadership, focuses on maximizing student learning, and strives for distinguished teaching and continued professional growth. The Master Teacher program is a voluntary professional growth opportunity for teachers of the District.

B. Eligibility

Bargaining unit members who meet the following criteria are eligible to apply to become Master Teachers:

1. Members who have a valid license/certificate;

2. Members who have taught a minimum of seven (7) years;

3. Members who work a minimum of one-hundred twenty (120) days during the school year; and,

4. Members who work under a teaching contract.

A teacher certified through the National Board for Professional Teaching Standards (NBPTS), Ohio teachers of the year, and Presidential Award for Excellence in Math and Science Teaching recipient is inherently eligible for Master Teacher status.

C. Master Teacher Consortium

The District will remain in the Medina County Teacher Consortium unless the Superintendent and Association agree otherwise. The Association President shall appoint a volunteer teacher member(s) to the consortium. When the meetings occur during

the workday, the teacher(s) shall receive release time to meet with the consortium.

D. Master Teacher Committee

1. If the parties agree to leave the above consortium then a District Master Teacher Committee shall be established to oversee the Master Teacher Program. The Committee's responsibilities shall include the following:

   a. Facilitate the application process;

   b. Confirm candidate's eligibility;

   c. Review Master Teacher applications; and

   d. Determine the District's Master Teachers.

2. The Committee shall be composed of five (5) members: three (3) teachers and two (2) Administrators. Teachers shall be appointed by the Association President. Administrators shall be appointed by the Superintendent. Participation is voluntary.

3. Committee members shall be properly trained. Training will occur within the workday and release time will be granted.

4. The Committee shall meet as often as its members deem necessary to complete their work. Meetings will occur within the workday and work year.

Article XI. EVALUATION

The parties agree to implement the Ohio Teacher Evaluation System ("OTES") and Ohio School Counselor Evaluation System ("OSCES") and use the associated forms, including the OTES-designated rubric(s) issued by ODE. The parties shall maintain the current evaluation system until the Ohio Department of Education adopts and requires changes to the current evaluation system, as amended by SB 216 or any required legislation in the future.

Recognizing that changes may not occur until after the ratification of this Agreement, the following provision will apply:

The Evaluation Committee, as found in 11.15, will convene to work through the changes required by law.

11.01 EVALUATION PROCEDURE DEFINED

The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to sections 3319.111 and 3319.112 of the Ohio Revised Code.

11.02 PURPOSE

The purposes of teacher evaluation are:

A. To serve as a tool to advance the professional development of teachers.

B. To inform instruction.

C. Identify and document observed teacher competencies.

D. Facilitate teacher/evaluator communication

E. Identify areas for improvement and positive assistance.

F. To assist teachers in remedying identified needs.

G. To provide an information source for consideration in administrative decisions regarding the promotion and retention decisions for teachers.

11.03 TRAINING AND REVIEW

11.031 Annual state updates on the teacher evaluation framework and system will be provided to bargaining unit members by the OTES Advisory Committee.

11.032 Teachers new to the District shall be formally briefed of the District's performance expectations, evaluation procedures, criteria, and the evaluation instruments which will be used in the evaluation process by the Superintendent/designee within thirty (30) working days of the first required teacher workday.

11.033 At the beginning of each school year, the administrative team will meet to compare evaluation data of teachers in OTES from the school year before and look for trends and inconsistencies. The results of the meeting will be shared with the Wadsworth Education Association president(s).

11.04 CRITERIA FOR PERFORMANCE ASSESSMENT

11.041 Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective

11.042 A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument.

11.05 ASSESSMENT OF TEACHER PERFORMANCE

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will comprise a percentage of a teacher's effectiveness rating which will be in compliance with the state percentage, and will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. Understanding student learning and development and respecting the diversity of the students they teach;

B. Understanding the content area for which they have instructional responsibility;

C. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

D. Planning and delivering effective instruction that advances individual student learning;

E. Creating learning environments that promote high levels of learning and student achievement;

F. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and

G. Assuming responsibility for professional growth, performance and involvement.

11.06 WALKTHROUGHS

11.061 The purpose of a walkthrough is for the administration to observe the classroom setting more frequently and more purposefully, to gather evidence of instruction and to provide feedback to teachers. A walkthrough is not a formal observation and is not meant to be a "Gotcha" to a teacher. A walkthrough may focus on one or more of the following components:

A. Evidence of planning;
B. Lesson delivery;
C. Differentiation;
D. Resources;
E. Classroom environment;
F. Student engagement; and,
G. Assessment.

11.062 The walkthrough shall be at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.

11.063 Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

11.064 Data gathered from the walkthrough must be documented on the OTES form designated in Appendix E-6 and will be sent to the teacher after the walkthrough within three (3) work days.

11.065 The evaluating administrator will schedule and meet with the teacher within five (5) work days of the walkthrough to discuss a walkthrough where the evidence indicates an area of concern.

11.07 PROCEDURES FOR LIMITED & CONTINUING CONTRACTS

11.071 Teachers that are new to the district, teachers whose last summative evaluation was ineffective and teachers who are under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Ohio Revised Code shall receive at least (3) formal observations during the school year. The first formal observation shall be completed by November 30.

11.072 A teacher receiving a rating of accomplished will be evaluated every three (3) years as long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observation and evaluation that the evaluator determines that the teacher is making progress on that plan.

11.073 A teacher receiving a rating of skilled will be evaluated every two (2) years as long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

11.074 Teachers who are not included in 11.071, 11.072 and 11.073 will be observed at least two (2) times before their summative, completed by May 1.

11.075 In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled (11.072 or 11.073), a credentialed evaluator shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher.

11.076 A teacher who has been on leave for fifty percent (50%) or more of the school year, a teacher who has submitted notice of retirement on or before December 1 of the current school year, or a teacher who is participating in the teacher residency program established under section 3319.223 of the Revised Code for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education for resident educators

will not be evaluated.

11.08 FORMAL OBSERVATIONS

11.081 All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.

11.082 Formal observations shall be for a duration of at least thirty (30) consecutive minutes. The teacher will be given at least five (5) work days' notice of the formal observation unless otherwise mutually agreed upon. If the evaluator or teacher is absent or there is a calamity day on the planned observation day, the parties will mutually agree upon an alternate date.

11.083 Within five (5) work days of each formal observation, the evaluator shall provide the bargaining unit member with the written observation report Appendix E-1. Within ten (10) work days of the observation the evaluator shall meet with the teacher to discuss the observation. The evaluator shall take into consideration additional evidence provided by the teacher, before completing the final observation report.

If the teacher informs the evaluator at the post conference that he/she will provide additional evidence, the teacher will have up to five (5) work days after the post conference meeting to provide it to the evaluator. The evaluator will have five (5) works days upon receipt of the additional evidence to provide the teacher will the final observation report.

If the teacher does not inform the evaluator at the post conference that he/she will be submitting additional evidence, and the evaluator and teacher agree to collaborative changes to the observation report during the post conference, the revised observation report shall be provided to the teacher within three (3) work days.

If the teacher does not inform the evaluator at the post conference that he/she will be submitting evidence, and the evaluator and teacher cannot reach agreement on the changes to the observation report, and the evaluator decides to make no changes to the final observation report after considering the evidence presented, the evaluator will notify the teacher of this decision within three (3) work days.

11.084 Traveling teachers will be observed and evaluated in their home buildings. Upon the request of the traveling teacher and/or administrator, additional observations may be made by another administrator.

11.085 The evaluator will not use tape recording devices, public address, or visual recording systems and similar devices for observing the work performance of a bargaining unit member.

11.086 Observations will not be conducted on the day before or after Winter break and Spring break, on the day after an absence due to an extended illness of more than five (5) work days, or on elementary party days.

11.09 CRITERIA FOR STUDENT PERFORMANCE ASSESSMENT

11.091 Student growth measures shall account for a percentage of a teacher's evaluation. The District shall adopt the state percentage.

11.092 In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time.

11.093 The following categories shall be used to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1: Teachers instructing in value-added subjects exclusively;

A2: Teachers instructing in value-added courses, but not exclusively;

B: Teachers instructing in areas where there are approved vendor assessment teacher-level data available.

C: Teachers instructing in areas where there are no teacher-level value added or approved vendor assessment data available.

11.094 Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process.

11.095 Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

11.096 When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally determined Student Growth Measures for C teachers as set forth in 11.099.

11.097 Student Growth Measure

For the duration of the contract, shared attribution utilizing the OTES Alternative Framework will be used for all teachers according to the following plan:

A. A1 and A2 teachers will use their value-added data for up to thirty-five percent (35%) of their student growth measure, per Ohio Revised Code;

B. All other teachers will use shared attribution on the district overall value-added section of the Progress Component on the State Report Card for thirty-five percent (35%) of their student growth measure;

C. The remaining fifteen percent (15%) of the student growth measure for each teacher will be based upon the district five (5) year graduation rate on the State Report Card. Per Ohio Revised Code, this will be based upon a four (4) point scale with one (1) being the lowest.

Representatives of the Board and Union will meet in April of 2019 to discuss how the OTES Alternative Framework is working and what, if any, changes are required for the 2019-2020 school year.

11.10 FINALIZATION OF EVALUATION

11.101 Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the Ohio Department of Education's rating and points scale for the OTES Alternative Framework. The evaluator shall take into consideration additional evidence provided by the teacher, before determining the final summative rating.

11.102 A copy of the summative evaluation report Appendix E-1 will be given to the teacher no later than May 1. If a Teacher requests a post conference after receiving the summative evaluation, the conference will be scheduled within five (5) work days. This timeline may be extended if the bargaining unit member or evaluator is absent.

11.103 The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

11.104 A teacher shall have the right and opportunity to submit a written statement for attachment to the written evaluation placed in the member's personnel file.

11.11 PROFESSIONAL GROWTH PLAN

11.111 Professional Growth Plans help teachers focus on areas of professional development that will enable them to improve their practice.

11.112 Teachers rated Accomplished will develop a professional growth plan and will choose their credentialed evaluator from within their building for the evaluation cycle as set forth in Section 11.072.

11.113 Teachers rated Skilled or Developing will develop a professional growth plan collaboratively with the credentialed evaluator that will be in effect for the evaluation cycle as set forth in Section 11.11.

11.114 Professional growth plans for a school year shall be developed no later than November 1.

11.115 Professional growth plans, shall describe the specific performance expectations, resources and assistance to be provided.

11.116 The Board shall provide for the allocation of financial resources to support professional development.

11.12 IMPROVEMENT PLAN

11.121 A professional improvement plan is a clearly articulated assistance program for a teacher who received an Ineffective rating on his/her evaluation. Improvement plans will be created for teachers with an Ineffective rating on their teacher performance component and may be created for teachers with an Ineffective rating on their student growth measure component of their evaluation. Teachers being placed on an improvement plan will meet with their evaluator within ten (10) work days to collaborate on the development of the improvement plan.

11.122 The professional improvement plan shall include:

A. Specific performance expectations, deficiencies, goals, resources and assistance to be provided,

B. Timeline - A minimum of a six (6) week period of time given to the teacher to meet the requirements, address deficiencies, meet target dates and dates of review of the plan.

C. The district will provide for the allocation of financial resources to support professional development for a teacher on an improvement plan. This includes a mentor, if needed. Mentors will be compensated at the end of each semester at a rate of $250 each semester.

11.123 The evaluator involved shall assist the teacher in correcting identified deficiencies.

11.124 If a recommendation for an improvement plan occurs and is documented between March 1 and May 10 of the school year, the plan shall be continued into the next school year.

11.125 Once a teacher receives a rating of Developing or higher, the teacher will no longer be under an improvement plan.

11.13 DUE PROCESS

Any grievance filed pertaining to this evaluation procedure may be filed only with respect to procedural aspects.

11.14 PERSONNEL ACTION REQUIREMENTS

If the student assessments required by the State of Ohio change during the term of this Agreement, the Board and Union will meet to discuss how student growth will be used in any decision concerning the retention or removal of employees. This discussion will include reference to Section 13.02 of this Agreement.

11.15 OTES ADVISORY COMMITTEE

11.151 The Association and the Board agree to establish a standing District OTES Advisory Committee.

11.152 The District committee shall be comprised of five (5) teachers appointed by the Association President and five (5) Administrators appointed by the Superintendent/Designee.

11.153 The purpose of the OTES Advisory Committee is to address issues and concerns regarding OTES, update staff on changes to the OTES system, and to provide training to the staff. All changes to the OTES system, procedures, forms, documents, or others must first be proposed to the OTES Advisory Committee and then bargained between the Board and Association.

11.154 The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

11.155 Committee agendas will be developed jointly by the co-chairpersons of the committee.

11.156 All decisions of the committee will be achieved by consensus.

11.157 Members of the committee will receive release time for committee work and training.

11.158 Minutes of meetings will be distributed to committee members, Association President and Superintendent within five (5) days following meetings of the committee.

11.159 The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

11.16 ELECTRONIC TEACHER & PRINCIPAL EVALUATION SYSTEM (eTPES)

11.161 The eTPES is the system by which the administration reports to the Ohio Department of Education teacher evaluation results. The administration will report the minimum information required by the Ohio Department of Education. No other information will be reported to the Ohio Department of Education or any other agency.

11.162 Before the administration submits the eTPES report to the state, each teacher will be notified of his/her final summative evaluation rating. Once a teacher is notified of his/her final summative evaluation rating, no changes will be permitted without prior notification to the teacher.

11.17 & 11.18 SCHOOL COUNSELOR EVALUATION SYSTEM

11.171 School Counselor evaluations will result in the same effectiveness ratings found in 11.041.

11.172 Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators upon the following *Ohio Standards for School Counselors:*

A. Comprehensive School Counseling Program Plan;
B. Direct Services for Academic, Career and Social/Emotional Development;
C. Indirect Services, Partnerships and Referrals;
D. Evaluation and Data;
E. Leadership and Advocacy; and
F. Professional Responsibility, Knowledge and Growth.

11.173 Walkthroughs

Walkthroughs will occur in the same manner prescribed in 11.06.

11.174 Formal Observations

Formal observations will occur in the same manner prescribed in 11.08.

11.175 Procedures for Limited and Continuing Contracts

11.1751 School counselors that are new to the district, school counselors whose last summative evaluation was ineffective and school counselors who are under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Ohio Revised Code shall receive at least three (3)

formal observations during the school year. The first formal observation shall be completed by November 30.

11.1752 A school counselor receiving a rating of accomplished will be evaluated once every three (3) years as long as the school counselor's metrics for student outcomes for the most recent year for which data is available is skilled or higher.

11.1753 A school counselor receiving a rating of skilled will be evaluated every two (2) years as long as the school counselor's metrics for student outcomes for the most recent year for which data is available is skilled or higher.

11.1754 A school counselor who is not included in 11.1851, 11.1852 and 11.1853 will be observed at least two (2) times before his/her summative, completed by May 1.

11.1755 In any year in which a school counselor who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled (11.1752 or 11.1753), a credentialed evaluator shall conduct at least one (1) observation of the school counselor and hold at least one (1) conference with the school counselor.

11.176 Assessment of Student Metrics

11.1761 School counselors will use shared attribution on the district overall value-added section of the Progress Component on the State Report Card for eighty-five percent (85%) of their assessment of student metrics. The remaining fifteen percent (15%) of the assessment of student metrics for each counselor will be based upon the district five (5) year graduation rate on the State Report Card. Per Ohio Revised Code, this will be based upon a four (4) point scale with one (1) being the lowest.

11.177 Final Evaluation Procedures

11.1771 Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative, per the Ohio Department of Education's *Ohio School Counselor Evaluation Model and Ohio Revised Code.*

11.1772 Final evaluation procedures will occur in the same manner prescribed in 11.102, 11.103, and 11.104.

11.178 Professional Growth Plans

Professional growth plans will occur in the same manner prescribed in 11.11.

11.179 Improvement Plans

Improvement Plans will occur in the same manner prescribed in 11.12.

11.180 Due Process

Due process will occur in the same manner prescribed in 11.13.

11.181 The observation and evaluation forms are found in Appendix E-2.

11.19 EVALUATIONS OF MEMBERS NOT UNDER OTES OR OSCES

11.191 The evaluation of bargaining unit members not under OTES system (those who do not teach students at least 50% of their assigned time) shall be based upon formal observations in compliance with Section 11.08, walkthroughs in compliance with Section 11.06, and other performance indicators.

11.192 Procedures for Limited and Continuing Contracts

11.1921 Bargaining unit members that are new to the district, bargaining unit members whose last summative evaluation was ineffective and bargaining unit members who are under consideration for nonrenewal and with whom the board has entered into a limited contract or an extended limited contract under section 3319.11 of the Ohio Revised Code shall receive at least (3) formal observations during the school year. The first formal observation shall be completed by November 30.

11.1922 A bargaining unit member receiving a rating of accomplished will be evaluated once every three (3) years.

11.1923 A bargaining unit member receiving a rating of skilled will be evaluated every two (2) years.

11.1924 Bargaining unit members who are not included in 11.2021, 11.2022 and 11.2023 will be observed at least two (2) times before their summative, completed by May 1.

11.1925 In any year in which a bargaining unit member who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled (11.2022 or 11.2023), a credentialed evaluator shall conduct at least one (1) observation of the bargaining unit member and hold at least one (1) conference with the bargaining unit member.

11.1926 A bargaining unit member who has been on leave for fifty percent (50%) or more of the school year or who has submitted notice of retirement on or before December 1 of the current school year will not be evaluated.

11.193 Final evaluation procedures will occur in the same manner prescribed in 11.102, 11.103 and 11.104.

11.194 Professional Growth Plans

Professional Growth Plans will occur in the same manner prescribed in 11.11.

11.195 Improvement Plans

Improvement Plans will occur in the same manner prescribed in 11.12.

11.196 Due Process

Due process will occur in the same manner prescribed in 11.13.

11.197 The observation and evaluation forms for beginning unit members not under the OTES evaluation system are found in Appendix E-3.

11.20 CONFERENCES

Unless otherwise mutually agreed to, all conferences between the administration and a bargaining unit member shall be held during the work day.

11.21 DEFINITIONS

11.211 "OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

11.212 "Teacher" - Teacher means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

A. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or,

B. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or

C. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or,

D. A permit issued under ORC Section 3319.301.

11.213 "Credentialed Evaluator" – Each teacher subject to evaluation will be evaluated by a person who:

A. Meets the eligibility requirements under ORC Section 3319.111(D); and,

B. Holds a credential established by the Ohio Department of Education for a teacher evaluation; and,

C. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and,

D. Is a member of the District administrative staff.

11.214 "Shared Attribution Measures" – Student growth measures that can be attributed to a group.

11.215 "Value-Added" – Refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on state issued standardized assessments.

11.216 "Vendor Assessment" – Refers to student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

11.217 "OSCES" – Stands for Ohio School Counselor Evaluation System as adopted by the State Board of Education, or as otherwise modified by the State Board of Education.

11.218 "School Counselor" – An employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

11.219 "Student Metrics" – The locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

ARTICLE XII. ASSIGNMENT AND CHANGES OF ASSIGNMENT OF PERSONNEL

12.01 VACANCY

A. Vacancy Defined

1. Unless the provisions of Article XII (Reduction In Staff) are implemented, a vacancy in a bargaining unit position shall exist when:

a. A bargaining unit member dies;

b. A bargaining unit member resigns;

c. A bargaining unit member retires;

d. A bargaining unit member has his/her limited teaching contract non-renewed or terminated;

e. A bargaining unit member is promoted;

f. A bargaining unit member goes on a leave for a full school year; or

g. A new position is created with the bargaining unit.

2. This Article shall not restrict reduction by attrition, and shall not restrict the Board's right to use substitutes to fill openings occurring after the school year begins.

B. Posting of Vacancy

1. Any administrative or bargaining unit vacancy or new position shall be communicated to all bargaining unit members via the District email and posted on the District website within ten (10) days of the date on which the vacancy arose.

2. A copy of the notice of vacancies shall be mailed to the Association President at the time it is posted.

3. No vacancy or new position shall be filled until such vacancy or new position has been posted for five (5) workdays during the regular school year or fifteen (15) calendar days during the summer months, provided that vacancies arising after July 10 may be filled ten (10) days after posting.

4. Part-time bargaining unit members who are not selected for a full-time vacancy may request a conference with the interview team chair to discuss the specific reasons for the decision.

12.02 TRANSFER

A. Transfer Defined

1. Grades 7-12: Transfer means reassigning a bargaining unit member to a different building or subject area.

2. Grades 4-6: Transfer means reassigning a bargaining unit member to a different building, subject area, or grade level.

3. Pre-K-3: Transfer means reassigning a bargaining unit member to a different building or grade level.

These definitions of transfer exclude elementary specialists, counselors, and tutors, who will instead be consulted about changes in their building assignment(s) on an

individual basis prior to the changes being finalized.

B. Voluntary Transfer

1. A bargaining unit member who desires to transfer into a vacancy or new position shall complete an electronic assignment preference form on or before March 1. For vacancies that are posted after March 1, interested members may submit an internal application form within time frames set forth in 11.01 B.4.

2. The Superintendent/designee will review and consider voluntary transfer requests for a vacancy before filling the vacancy by other means. If a bargaining unit member's transfer request is denied, he/she will receive the reasons in writing on request. Such reasons shall not be subject to the grievance process, and the reasons for the denial shall be considered confidential.

3. When a vacancy is posted pursuant to Section 12.01A, above, a bargaining unit member who is considering requesting the transfer will be given, on request, an opportunity to meet with the Principal of the building where the vacancy exists so that he/she can be informed about the vacancy and determine if he/she wants to request a voluntary transfer.

4. A bargaining unit member with seniority and appropriate certification/licensure will be given first consideration over other internal candidates in filling vacancies via a voluntary transfer.

5. Bargaining unit members' requests for voluntary transfers will be determined prior to considering non-bargaining unit member candidates.

6. If a bargaining unit member who has requested a voluntary transfer to a vacancy is not going to be transferred, that member will receive written notice when the decision is made.

7. A bargaining unit member requesting a transfer shall not be required to provide additional information, teach a lesson, or provide a portfolio. The receiving principal may request to meet with the member to discuss the open position.

C. Involuntary Transfer

1. Notice of an involuntary transfer known by the Administration as of June 20 will be given or sent to an affected bargaining unit member prior to July 1. Necessary involuntary transfers after July 1 will be handled on an individual basis as they arise. Absent extraordinary circumstances, involuntary transfers will not occur after July 15.

2. Before giving notice of an involuntary transfer, the Superintendent/designee, will contact the member affected and afford him/her an opportunity to discuss

the proposed transfer. The bargaining unit member will be given sufficient information to determine if the transfer qualifies under Section 11.02C.3. Upon request, the member will be given the written reason(s) for the proposed transfer. If, after making a good faith effort, the Superintendent/designee, is unable to contact the member, then notice of the transfer may be sent.

3. When making an involuntary transfer which is unrelated to abolishment of the bargaining unit member's present position, or performance of the member to be transferred, or to that member's relationship with students, parents or building administration, the Superintendent will avoid transferring a member who was involuntarily transferred the preceding school year, unless the member consents, and further will make reasonable efforts to avoid transferring a member who was involuntarily transferred the second or third preceding school year.

4. A bargaining unit member will be notified at the time a decision is made to involuntarily transfer that member.

5. A bargaining unit member who is involuntarily transferred may request to be given notice of openings in which the member has expressed an interest. The written request for notice must also identify those teaching positions in which the teacher has an interest.

6. A bargaining unit member who is required to relocate to a new building shall be granted release time of one (1) work day for time to pack, unpack and room preparation on an agreed upon day with their building principal, or they will receive a stipend of eighty-five dollars ($85.00) for the extra work that is required outside of the regular work day. The District will be responsible for moving all of the member's materials.

D. Miscellaneous Provision

The reasons for a voluntary or involuntary transfer decision will not be arbitrary or capricious.

12.03 AUTHORITY

By law, the authority to assign and transfer is vested solely in the Superintendent. The judgment of the Superintendent in exercising this authority may be limited only by the principle that it may not be exercised in an arbitrary or capricious fashion.

ARTICLE XIII. REDUCTION IN STAFF

13.01 NEED TO REDUCE STAFF

If, after the effective date of this Agreement, the Board decides to effect a planned reduction in the number of bargaining unit members, for reasons specified in O.R.C. Section 3319.17 and/or because of financial inability to maintain the current programs,

then the reduction will be achieved in the following manner.

13.02 METHOD OF REDUCTION

A. Attrition

The number of bargaining unit members affected by a reduction in staff will be kept to a minimum by not employing replacements insofar as practicable for a member who retires or resigns or whose limited contract is not renewed for reasons other than the planned reduction in the number of bargaining unit members.

B. Suspension of Teaching Contract

Within each area of certification affected, reduction not achieved by attrition shall be accomplished first by suspending the teaching contract of bargaining unit members with limited teaching contracts and, second by suspending continuing teaching contracts. Among bargaining unit members within each of these two (2) groups (i.e., the group holding continuing teaching contracts and the group holding limited teaching contracts in each area of certification affected) the Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

C. A teacher will receive a point total of the following, based upon his/her summative evaluation report:

- 4 for accomplished;
- 3 for skilled;
- 2 for developing; and
- 1 for ineffective

Teachers will be ranked in a three (3) tiered system over a three (3) year period of time, as follows:

- Group 1: Cumulative score of 8-12
- Group 2: Cumulative score of 6-7
- Group 3: Cumulative score of 5 or below

Teachers with only one (1) summative evaluation will have their score multiplied by three (3) to determine their comparable Group.

Teachers with only two (2) summative evaluations will have their cumulative score, multiplied by 1.5 to determine their comparable Group.

Each separate Group (1, 2 and 3) will be considered “comparable” (in accordance with 13.02B), with Group 1 being the highest rated. Total scores will always be considered as consisting of the most recent evaluation data.

When reductions are necessary, and in accordance with 13.02B, the order of reductions will occur in the following order: within an area of licensure/certification Group 3, then Group 2, then Group 1.

D. Right to Bump

A bargaining unit member who is notified that he/she is to have his/her contract suspended will have the right to bump the least senior member whose position he/she is certified/licensed to fill (teacher to teacher/tutor to tutor), in accordance with 13.02B and 13.02C.

13.03 NOTICE OF REDUCTION IN STAFF

The Board shall send written notice of contract suspension by certified mail, return receipt requested. Alternatively, the Board may have the contract suspension notice personally delivered to an affected bargaining unit member. Notices to affected members shall be sent at least sixty (60) days in advance of the layoff. Further, at least ninety (90) days in advance of the effective date of a layoff and before Board action on the layoff is taken, written notice of a possible layoff will be sent or delivered to the Association President.

13.04 RIGHTS WHILE ON SUSPENSION

A. Right to Substitute

1. A bargaining unit member whose teaching contract has been suspended by reason of a Reduction In Staff will be called to substitute, within his/her area of certification, before someone is called who does not hold a suspended teaching contract.

2. A bargaining unit member whose teaching contract has been suspended by reason of a reduction in staff will be given preference in long-term substitute assignments within his/her area of certification.

3. The refusal of a bargaining unit member, whose teaching contract has been suspended by reason of a reduction in staff, to accept an offer to substitute shall not waive his/her recall rights under Section 13.05, below, nor his/her right to preference in future assignments as a substitute.

4. Rights conferred by this Section 13.04A are subject to certification requirements and availability of the bargaining unit member when called. However, if no certified substitute is available, then a bargaining unit member on the Recall List will be offered the opportunity to substitute before the position is offered to another substitute who lacks proper certification.

B. Right to Insurance Benefits

1. Insurance coverage(s) shall be continued for a bargaining unit member whose teaching contract has been suspended by reason of Reduction In Staff upon his/her payment of the premium(s).

2. The premium(s) will be payable at the beginning of each month at the Treasurer's Office.

13.05 RECALL

A. Recall Defined

For purposes of this Section, "recall" means the right to be offered a position within the bargaining unit member's area of certification/license before the position is filled by hiring a person not already employed by the Board. If there is a vacancy in a bargaining unit position, or a new bargaining unit position is created, members whose teaching continuing contracts are suspended, who are certified/licensed to perform the duties in question, will be recalled prior to members with limited teaching contracts. Openings will be offered to members in the inverse order of the suspension of their contracts.

B. Right to Recall

1. A bargaining unit member whose continuing teaching contract was suspended shall have unlimited recall rights as provided in O.R.C. Section 3319.17 and shall be recalled based on area of licensure before a member with a limited teaching contract.

2. A bargaining unit member whose limited teaching contract was suspended, who keeps the Board informed of his/her address, email address, and phone number(s) shall have recall rights of two (2) years after the effective date of the suspension of his/her contract.

C. Notice of Recall

A notice of recall shall be made by certified mail in addition to any other arrangements made by the bargaining unit member.

D. Waiver of Recall Rights

A bargaining unit member who does not accept an offer of recall within fifteen (15) calendar days following the date the certified notice is sent shall be deemed to have waived his/her recall rights.

E. Part-Time Positions

Refusal or acceptance of less than a full-time bargaining unit position shall not affect continued recall rights.

13.06 RESTORATION OF BENEFITS

All benefits to which a bargaining unit member was entitled at the time of the suspension of his/her teaching contract, including unused accumulated Sick Leave, will be restored to him/her upon his/her return to active employment. He/She will be placed on the proper step of the salary schedule according to his/her experience and education. A member will not receive increment credit for time spent on suspension nor will such time count toward the fulfillment of the requirement of acquiring tenure.

13.07 EFFECT OF THIS ARTICLE

This Article shall take precedence over any rights to reassignment in regard to any other provision of this Agreement.

13.08 POSITIONS

For purposes of applying Sections 13.02 through 13.07, above, the Board and Administration reserve the right to define positions and identify which positions will be affected. For example, if the Board has half-time work available in two (2) subjects (e.g., French and Spanish, or English and History), the Board would determine whether there are two (2) part-time positions available or only a single position requiring dual certification.

ARTICLE XIV. JOB-SHARING

14.01 JOB-SHARING

A. The job-sharing team is composed of two (2) currently employed classroom teachers who share one full-time position.

1. Job-sharing arrangements will be for an entire school year.

2. The total number of job-sharing teachers shall not exceed ten (10) teachers, i.e., five (5) pairs per year.

3. Applications for job-sharing teachers must be submitted not later than March 1 of the prior school year. (Appendix J) The administrator's response approving or denying the application will be provided no later than May 1. Each teacher shall assume the responsibility for finding his/her job-sharing partner. No teacher shall be required to job-share. Any two (2) teachers interested in a job sharing arrangement will submit a written job sharing plan, showing in detail all particulars with respect to the job sharing arrangement proposed by them, including (i) the duties to be shared by them and the manner in which all duties are to be shared, (ii) the responsibilities to be shared by them and the manner in which they are to be shared, and (iii) how they proposed to handle matters such as resignations, layoffs, pregnancy, unpaid child leave, and similar situations, which may arise in the course of the job sharing arrangement.

4. Each teacher shall acquire one (1) year seniority for each year of job- sharing work providing each teacher works a minimum of 120 days per year.

5. Job-sharing teachers shall receive a pro-rata share of salary and leave benefits (e.g., sick leave, personal leave).

6. The schedule to be worked by job-sharing teachers shall be determined by the administration with input from the teachers involved.

7. A teacher with documented professional difficulties shall not be eligible for job-sharing.

8. Job-sharing applications will be considered annually. If one or both members wish to return to full time at the start of a new school year, they must continue job-sharing until a full-time position for which they are certified becomes available. For members of a job share established after the 2016-2017 school year, if a full-time position for which they are certified becomes available, the process outlined in 12.02B is followed to determine if they are assigned the position. If one member wishes to continue job sharing, he/she must find a partner or resume a full-time teaching position.

9. Job-sharing teachers who teach in the morning must attend all morning meetings. Job-sharing teachers who teach in the afternoon must attend all afternoon meetings. Job-sharing teachers must attend all required evening meetings where requested, including RtI or IEP meetings. In addition, both must attend in-service days and field trips.

10. Not being able to job-share during a particular school year does not prevent a teacher from requesting a part-time assignment. However, once a teacher has entered into a contract for a part-time position, he/she is only guaranteed that percentage of employment in future years.

11. Members of the job-sharing team may substitute for each other at the normal substitute pay rate. If that member is not available to substitute, one will be called from the substitute list. For extended leaves of absence, the substitute (or job-sharing team member, if available) will continue to be paid at the normal substitute pay rate, with no additional benefits.

ARTICLE XV. ELECTRONIC INSTRUCTION OCCURRING OUTSIDE OF THE WORKDAY

Electronic instruction outside of the workday includes, but is not limited to, instruction provided via various forms of technology, including online classes, distance learning and virtual learning, all of which would occur outside of the workday. In the event electronic instruction courses outside of the workday are being considered, any impact upon terms and conditions of employment arising out of the potential courses to be taught via electronic instruction will be resolved on a case by

case basis by the Association, the affected teacher(s) who are willing to teach the courses, and the administration. The resolution for each situation will not be precedent setting and will be reflected in a memorandum of understanding. If the parties are unable to reach agreement, the electronic instruction course outside of the workday will not be offered.

ARTICLE XVI. COLLEGE CREDIT PLUS

16.01 Pursuant to Ohio Revised Code 3365 et seq., the District shall participate in the College Credit Plus (CCP) program and shall offer college-level courses to students in grades 7 through 12 in accordance with the following provisions:

1. No bargaining unit member shall be required to become credentialed to teach a CCP course. However, all bargaining unit members who are already credentialed at the beginning of the 2017-2018 school year, or bargaining unit members who are credentialed to teach CCP courses when hired beginning with the 2017-2018 school year, may be assigned to teach a CCP course.

2. No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. However, he/she may provide information from the IHE evaluation as evidence of competencies in his/her District evaluation. Any evaluation performed by the IHE shall be kept by the IHE and are separate from the employee's personnel file in the District, unless inclusion is requested by the member in writing. No employee shall be terminated, non-renewed, or otherwise disciplined based upon the results of the IHE evaluation, unless the observed behavior would be subject to progressive discipline in the Master Agreement between the parties (Article 8.04, Disciplinary Proceedings) or is an offense that would be a required report to the Ohio Department of Education Office of Professional Conduct or legal authorities.

3. If requested by the bargaining unit member, prior to the beginning of each course, all bargaining unit members who participate in the CCP program will be provided one (1) in-service day to visit the participating IHE to engage in planning with the cooperating college instructor. The bargaining unit member shall be paid the curriculum rate for the in-service day if it occurs on a non-contractual day or will be provided professional leave for either if occurring on a contractual day.

4. If requested by the bargaining unit member, prior to the beginning of each course, all bargaining unit members who participate in the CCP program will be provided one (1) day to attend any orientation, or similarly titled training, required by the IHE. The bargaining unit member shall be paid the curriculum rate for the orientation day if it occurs on a non-contractual day or will be provided professional leave for either if occurring on a contractual day.

5. Beginning with the 2017-2018 school year, a reimbursement of up to $1000.00 will be provided to each bargaining unit member who completes the courses necessary to teach a CCP course and submits his/her receipts. Any bargaining unit member who receives this stipend and leaves the district before three (3) years have passed and has

not taught a CCP course since receiving the stipend will have the amount of the stipend withheld from their final paycheck received from the district.

ARTICLE XVII. EFFECTS OF AGREEMENT

17.01 DEFINITION OF TERMS

A. Days Defined

When used in this Agreement, "days" shall mean calendar days exclusive of all holidays when the Central Office of the Board is closed.

B. Superintendent Defined

Unless otherwise indicated, the term "Superintendent" when used in this Agreement is understood to mean the Superintendent/designee.

C. Treasurer Defined

Unless otherwise indicated, the term "Treasurer" when used in this Agreement is understood to mean the Board Treasurer/designee.

17.02 NONDISCRIMINATION

The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of a bargaining unit member or in the application or administration of this Agreement or any other rule, regulation or policy relating to the terms and conditions of employment of a member on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category. The Board shall comply with applicable Ohio Law covering employment of a physically disabled member.

17.03 CURRENT BOARD POLICIES

The Board shall maintain a policy book and keep it current at all times. The Board shall be receptive to recommendations for additions or revisions to these policies that are in the best interests of the community. The current written policies will be made available to bargaining unit members on-line.

17.04 IMPLEMENTATION

The Association and the Board will take such action as necessary to implement the Agreement.

17.05 SEVERABILITY

A. Provision Contrary to Law

If any provision(s) of this Agreement or any application thereof is contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

B. Renegotiation of Provision

Upon request of either the Association or the Board, within ten (10) days after a provision is found or determined to be contrary to law, the parties will meet solely for the purpose of negotiating the provision(s) affected.

17.06 AGREEMENT REPRODUCTION AND DISTRIBUTION

A. Reproduction

The Board will be responsible for the reproduction of the Agreement.

B. Distribution

1. Within ninety (90) days of ratification by the Association and the Board, each bargaining unit member shall receive an electronic PDF copy of this Agreement.

2. The Association President shall be provided with thirty (30) paper copies of the Agreement.

17.07 MANAGEMENT RIGHTS

This Agreement represents the entire agreement between the parties, and no other agreements not specifically contained herein are in existence. The Board and Administration reserve all rights and powers under O.R.C. 4117.08I.

ARTICLE XVIII. DURATION AND RATIFICATION

18.01 DURATION

Except as otherwise specified in this Agreement, the Articles of this Agreement shall become effective at 12:01 a.m. July 1, 2020, and remain in full force and effect until 12:00 midnight June 30, 2023.

18.02 CERTIFICATION OF TENTATIVE AGREEMENT

Tentative agreement on the foregoing Agreement between the parties is attested to on this ~~2 8 t h~~ day of ~~March~~, ~~2017~~ by the representative of the parties whose signatures appear below.

FOR THE ASSOCIATION	FOR BOARD
Team Spokesperson	Team Spokesperson
Association President	Superintendent
Team Member	Team Member
Team Member	Team Member
Team Member	Team Member
Team Member	Team Member
Team Member	Team Member

18.03 CERTIFICATE OF RATIFICATION

Ratification of the foregoing Agreement between the parties is attested to by the representatives of the parties whose signatures appear below.

Its President	Its President
Its Bargaining Team Chairperson	Its Superintendent
Bargaining Team Member	Its Treasurer
Bargaining Team Member	Bargaining Team Member
Bargaining Team Member	Bargaining Team Member

APPENDIX A

WADSWORTH CITY SCHOOLS

GRIEVANCE PROCEDURE FORM

AGGRIEVED PERSON, PERSONS, and WEA_____

_____

ADDRESS_____ PHONE_____

SCHOOL_____ PRINCIPAL_____

DATE GRIEVANCE OCCURRED_____ DATE OF FORMAL FILING_____

PERSON OR PERSONS TO WHOM GRIEVANCED IS DIRECTED: _____

_____INITIATED ON LEVEL

_____

STATEMENT OF GRIEVANCE:

Describe the issue to be resolved and cite the Article(s) of the Agreement allegedly violated.

ACTION REQUESTED:

Have you discussed this with your immediate supervisor? Yes _____ No _____

If YES, what action has been taken so far?

_____

Grievant

Copy to the Association President

Use back or attachments as necessary.

APPENDIX B

GRIEVANCE DECISIONS

LEVEL II (FORMAL) DECISION _____

_____

_____

Date _____ Signature _____
Administrative Representative

Copy to the Grievant
and the Association President

LEVEL III (FORMAL) DECISION _____

_____

_____

Date _____ Signature _____
Administrative Representative

Copy to the Grievant
and the Association President

Where decision requires additional space, attach pages as necessary.

APPENDIX C-1

Wadsworth School District
Teacher Salary Schedule
2020-21 School Year

	Bachelor		Bachelor 150		Masters		Masters +15		Masters +30	
Years	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	$ 44,159	1.050	$ 46,367	1.110	$ 49,016	1.165	$ 51,445	1.205	$ 53,212
		239.99		251.99		266.39		279.59		289.19
1	1.050	$ 46,367	1.095	$ 48,354	1.160	$ 51,224	1.215	$ 53,653	1.255	$ 55,420
		251.99		262.79		278.39		291.59		301.19
2	1.090	$ 48,133	1.140	$ 50,341	1.210	$ 53,432	1.265	$ 55,861	1.305	$ 57,627
		261.59		273.59		290.39		303.59		313.19
3	1.130	$ 49,900	1.185	$ 52,328	1.260	$ 55,640	1.315	$ 58,069	1.355	$ 59,835
		271.19		284.39		302.39		315.59		325.19
4	1.170	$ 51,666	1.230	$ 54,316	1.310	$ 57,848	1.365	$ 60,277	1.405	$ 62,043
		280.79		295.19		314.39		327.59		337.19
5	1.210	$ 53,432	1.275	$ 56,303	1.360	$ 60,056	1.415	$ 62,485	1.455	$ 64,251
		290.39		305.99		326.39		339.59		349.19
6	1.250	$ 55,199	1.320	$ 58,290	1.410	$ 62,264	1.465	$ 64,693	1.505	$ 66,459
		299.99		316.79		338.39		351.59		361.19
7	1.290	$ 56,965	1.365	$ 60,277	1.460	$ 64,472	1.515	$ 66,901	1.555	$ 68,667
		309.59		327.59		350.39		363.59		373.19
8	1.33	$ 58,731	1.410	$ 62,264	1.51	$ 66,680	1.565	$ 69,109	1.605	$ 70,875
		319.19		338.39		362.39		375.59		385.19
9	1.370	$ 60,498	1.455	$ 64,251	1.560	$ 68,888	1.615	$ 71,317	1.655	$ 73,083
		328.79		349.19		374.39		387.59		397.19
10	1.410	$ 62,264	1.500	$ 66,239	1.630	$ 71,979	1.685	$ 74,408	1.725	$ 76,174
		338.39		359.99		391.19		404.39		413.99
11	1.450	$ 64,031	1.545	$ 68,226	1.680	$ 74,187	1.735	$ 76,616	1.775	$ 78,382
		347.99		370.79		403.19		416.39		425.99
12	1.490	$ 65,797	1.590	$ 70,213	1.730	$ 76,395	1.785	$ 78,824	1.825	$ 80,590
		357.59		381.59		415.19		428.39		437.99
13	1.530	$ 67,563	1.635	$ 72,200	1.780	$ 78,603	1.835	$ 81,032	1.875	$ 82,798
		367.19		392.39		427.19		440.39		449.99
14			1.680	$ 74,187	1.830	$ 80,811	1.885	$ 83,240	1.925	$ 85,006
				403.19		439.19		452.39		461.99
15			1.725	$ 76,174	1.880	$ 83,019	1.935	$ 85,448	1.975	$ 87,214
				413.99		451.19		464.39		473.99
16					1.930	$ 85,227	1.985	$ 87,656	2.025	$ 89,422
						463.19		476.39		485.99
18	1.570	$ 69,330	1.770	$ 78,161	1.980	$ 87,435	2.035	$ 89,864	2.075	$ 91,630
		376.79		424.79		475.19		488.39		497.99
21	1.590	$ 70,213	1.840	$ 81,253	2.030	$ 89,643	2.105	$ 92,955	2.145	$ 94,721
		381.59		441.59		487.19		505.19		514.79
24	1.610	$ 71,096	1.860	$ 82,136	2.080	$ 91,851	2.135	$ 94,279	2.175	$ 96,046
		386.39		446.39		499.19		512.39		521.99
27	1.630	$ 71,979	1.880	$ 83,019	2.130	$ 94,059	2.185	$ 96,487	2.225	$ 98,254
		391.19		451.19		511.19		524.39		533.99

APPENDIX C-2

Wadsworth School District
Teacher Salary Schedule
2021-22 School Year

	Bachelor		Bachelor 150		Masters		Masters +15		Masters +30	
Years	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	$ 45,263	1.050	$ 47,526	1.110	$ 50,242	1.165	$ 52,731	1.205	$ 54,542
		245.99		258.29		273.05		286.58		296.42
1	1.050	$ 47,526	1.095	$ 49,563	1.160	$ 52,505	1.215	$ 54,995	1.255	$ 56,805
		258.29		269.36		285.35		298.88		308.72
2	1.090	$ 49,337	1.140	$ 51,600	1.210	$ 54,768	1.265	$ 57,258	1.305	$ 59,068
		268.13		280.43		297.65		311.18		321.02
3	1.130	$ 51,147	1.185	$ 53,637	1.260	$ 57,031	1.315	$ 59,521	1.355	$ 61,331
		277.97		291.50		309.95		323.48		333.32
4	1.170	$ 52,958	1.230	$ 55,673	1.310	$ 59,295	1.365	$ 61,784	1.405	$ 63,595
		287.81		302.57		322.25		335.78		345.62
5	1.210	$ 54,768	1.275	$ 57,710	1.360	$ 61,558	1.415	$ 64,047	1.455	$ 65,858
		297.65		313.64		334.55		348.08		357.92
6	1.250	$ 56,579	1.320	$ 59,747	1.410	$ 63,821	1.465	$ 66,310	1.505	$ 68,121
		307.49		324.71		346.85		360.38		370.22
7	1.290	$ 58,389	1.365	$ 61,784	1.460	$ 66,084	1.515	$ 68,573	1.555	$ 70,384
		317.33		335.78		359.15		372.68		382.52
8	1.33	$ 60,200	1.410	$ 63,821	1.51	$ 68,347	1.565	$ 70,837	1.605	$ 72,647
		327.17		346.85		371.45		384.98		394.82
9	1.370	$ 62,010	1.455	$ 65,858	1.560	$ 70,610	1.615	$ 73,100	1.655	$ 74,910
		337.01		357.92		383.75		397.28		407.12
10	1.410	$ 63,821	1.500	$ 67,895	1.630	$ 73,779	1.685	$ 76,268	1.725	$ 78,079
		346.85		368.99		400.97		414.50		424.34
11	1.450	$ 65,631	1.545	$ 69,931	1.680	$ 76,042	1.735	$ 78,531	1.775	$ 80,342
		356.69		380.06		413.27		426.80		436.64
12	1.490	$ 67,442	1.590	$ 71,968	1.730	$ 78,305	1.785	$ 80,794	1.825	$ 82,605
		366.53		391.13		425.57		439.10		448.94
13	1.530	$ 69,252	1.635	$ 74,005	1.780	$ 80,568	1.835	$ 83,058	1.875	$ 84,868
		376.37		402.20		437.87		451.40		461.24
14			1.680	$ 76,042	1.830	$ 82,831	1.885	$ 85,321	1.925	$ 87,131
				413.27		450.17		463.70		473.54
15			1.725	$ 78,079	1.880	$ 85,094	1.935	$ 87,584	1.975	$ 89,394
				424.34		462.47		476.00		485.84
16					1.930	$ 87,358	1.985	$ 89,847	2.025	$ 91,658
						474.77		488.30		498.14
18	1.570	$ 71,063	1.770	$ 80,116	1.980	$ 89,621	2.035	$ 92,110	2.075	$ 93,921
		386.21		435.41		487.07		500.60		510.44
21	1.590	$ 71,968	1.840	$ 83,284	2.030	$ 91,884	2.105	$ 95,279	2.145	$ 97,089
		391.13		452.63		499.37		517.82		527.66
24	1.610	$ 72,873	1.860	$ 84,189	2.080	$ 94,147	2.135	$ 96,637	2.175	$ 98,447
		396.05		457.55		511.67		525.20		535.04
27	1.630	$ 73,779	1.880	$ 85,094	2.130	$ 96,410	2.185	$ 98,900	2.225	$ 100,710
		400.97		462.47		523.97		537.50		547.34

APPENDIX C-3

Wadsworth School District
Teacher Salary Schedule
2022-23 School Year

	Bachelor		Bachelor 150		Masters		Masters +15		Masters +30	
Years	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	$ 46,621	1.050	$ 48,952	1.110	$ 51,749	1.165	$ 54,313	1.205	$ 56,178
		253.38		266.04		281.25		295.18		305.32
1	1.050	$ 48,952	1.095	$ 51,050	1.160	$ 54,080	1.215	$ 56,645	1.255	$ 58,509
		266.04		277.45		293.92		307.85		317.99
2	1.090	$ 50,817	1.140	$ 53,148	1.210	$ 56,411	1.265	$ 58,976	1.305	$ 60,840
		276.18		288.85		306.58		320.52		330.65
3	1.130	$ 52,682	1.185	$ 55,246	1.260	$ 58,742	1.315	$ 61,307	1.355	$ 63,171
		286.31		300.25		319.25		333.19		343.32
4	1.170	$ 54,547	1.230	$ 57,344	1.310	$ 61,074	1.365	$ 63,638	1.405	$ 65,503
		296.45		311.65		331.92		345.86		355.99
5	1.210	$ 56,411	1.275	$ 59,442	1.360	$ 63,405	1.415	$ 65,969	1.455	$ 67,834
		306.58		323.05		344.59		358.53		368.66
6	1.250	$ 58,276	1.320	$ 61,540	1.410	$ 65,736	1.465	$ 68,300	1.505	$ 70,165
		316.72		334.46		357.26		371.19		381.33
7	1.290	$ 60,141	1.365	$ 63,638	1.460	$ 68,067	1.515	$ 70,631	1.555	$ 72,496
		326.85		345.86		369.93		383.86		394.00
8	1.33	$ 62,006	1.410	$ 65,736	1.51	$ 70,398	1.565	$ 72,962	1.605	$ 74,827
		336.99		357.26		382.60		396.53		406.67
9	1.370	$ 63,871	1.455	$ 67,834	1.560	$ 72,729	1.615	$ 75,293	1.655	$ 77,158
		347.12		368.66		395.27		409.20		419.34
10	1.410	$ 65,736	1.500	$ 69,932	1.630	$ 75,992	1.685	$ 78,556	1.725	$ 80,421
		357.26		380.06		413.00		426.94		437.07
11	1.450	$ 67,600	1.545	$ 72,029	1.680	$ 78,323	1.735	$ 80,887	1.775	$ 82,752
		367.39		391.46		425.67		439.61		449.74
12	1.490	$ 69,465	1.590	$ 74,127	1.730	$ 80,654	1.785	$ 83,218	1.825	$ 85,083
		377.53		402.87		438.34		452.27		462.41
13	1.530	$ 71,330	1.635	$ 76,225	1.780	$ 82,985	1.835	$ 85,550	1.875	$ 87,414
		387.66		414.27		451.01		464.94		475.08
14			1.680	$ 78,323	1.830	$ 85,316	1.885	$ 87,881	1.925	$ 89,745
				425.67		463.68		477.61		487.75
15			1.725	$ 80,421	1.880	$ 87,647	1.935	$ 90,212	1.975	$ 92,076
				437.07		476.35		490.28		500.42
16					1.930	$ 89,979	1.985	$ 92,543	2.025	$ 94,408
						489.01		502.95		513.08
18	1.570	$ 73,195	1.770	$ 82,519	1.980	$ 92,310	2.035	$ 94,874	2.075	$ 96,739
		397.80		448.47		501.68		515.62		525.75
21	1.590	$ 74,127	1.840	$ 85,783	2.030	$ 94,641	2.105	$ 98,137	2.145	$ 100,002
		402.87		466.21		514.35		533.35		543.49
24	1.610	$ 75,060	1.860	$ 86,715	2.080	$ 96,972	2.135	$ 99,536	2.175	$ 101,401
		407.93		471.28		527.02		540.96		551.09
27	1.630	$ 75,992	1.880	$ 87,647	2.130	$ 99,303	2.185	$ 101,867	2.225	$ 103,732
		413.00		476.35		539.69		553.62		563.76

APPENDIX C-4

Wadsworth School District
Hourly Tutor Rates
Effective 2020-21, 2021-22 & 2022-23 School Years

Bachelors		School Year		
		2020-21	2021-22	2022-23
0	1	$ 23.79	$ 24.39	$ 25.12
1	1.038	$ 24.69	$ 25.31	$ 26.07
2	1.076	$ 25.60	$ 26.24	$ 27.03
3	1.114	$ 26.50	$ 27.16	$ 27.98
4	1.152	$ 27.41	$ 28.09	$ 28.93
5	1.19	$ 28.31	$ 29.02	$ 29.89
6	1.228	$ 29.21	$ 29.94	$ 30.84
7	1.266	$ 30.12	$ 30.87	$ 31.80
8	1.304	$ 31.02	$ 31.80	$ 32.75
9	1.342	$ 31.93	$ 32.72	$ 33.71
10	1.380	$ 32.83	$ 33.65	$ 34.66
11	1.418	$ 33.73	$ 34.58	$ 35.62
14	1.460	$ 34.73	$ 35.60	$ 36.67

Bachelors 150		School Year		
		2020-21	2021-22	2022-23
0	1.038	$ 24.69	$ 25.31	$ 26.07
1	1.081	$ 25.72	$ 26.36	$ 27.15
2	1.124	$ 26.74	$ 27.41	$ 28.23
3	1.167	$ 27.76	$ 28.46	$ 29.31
4	1.21	$ 28.79	$ 29.51	$ 30.39
5	1.253	$ 29.81	$ 30.55	$ 31.47
6	1.296	$ 30.83	$ 31.60	$ 32.55
7	1.339	$ 31.86	$ 32.65	$ 33.63
8	1.382	$ 32.88	$ 33.70	$ 34.71
9	1.425	$ 33.90	$ 34.75	$ 35.79
10	1.468	$ 34.92	$ 35.80	$ 36.87
11	1.511	$ 35.95	$ 36.85	$ 37.95
14	1.530	$ 36.40	$ 37.31	$ 38.43

APPENDIX D

SUPPLEMENTAL SALARY SCHEDULE: EFFECTIVE – 2020-2023

ACTIVITY	Exp. 0-3 % of Base	Exp. 4-6 % of Base	Exp. 7-9 % of Base	Exp. 10+ % of Base
ADVISORS – Grade 12 Class	5.00%			
Grade 12 Assistant	3.00%			
Grade 11 Class	4.00%			
Grade 11 Assistant	2.00%			
Grade 10 Class	1.00%			
Grade 9 Class	1.00%			
Grade 8 Class	1.00%			
Grade 7 Class	1.00%			
Academic Challenge Middle School	1.00%			
Academic Challenge High School	4.00%			
Art/Music/Fine Arts Festival	1.00%			
Chess Club Advisor	2.00%			
Choir (CIS)	1.00%			
Choir (WMS)	1.00%			
Drama Club Advisor	2.00%			
Fine Arts Festival Performance Coordinator	1.00%			
Fishing Club	1.00%			
Response to Intervention Chair: Grades 5-12	3.00%			
RtI Member: Grades 5-12	2.00%			
RtI Chair: Grades K-4	7.00%			
RtI Member: Grades K-4	5.00%			
Bus Ramp Duty	2.50%			
LPDC Chair	7.00%			
LPDC Member	5.00%			
Media Communications Event Coordinator	6.00%			
Resident Educator Mentor	Yr. 1 of Program: $2000; Yr. 2: $1500; Yr. 3: $500			
Percussion Artist in Residence	10.00%			
Performance Improvement Plan Mentor	$250 per semester			
National Honor Society	5.00%			
Newspaper CIS	2.00%			
OTES Committee Chair	1.00%			
PDC Chair	3.00%			
PDC Member	2.00%			
Pep Club	3.00%			
Peer Tutor Advisor Middle School	5.00%			
Power of the Pen	2.00%			
S.A.D.D. High School	2.00%			
S.A.D.D. Middle School	1.00%			
Science/STEM Club Advisor	2.00%			
Student Council High School	6.00%			
Student Council Assistant High School	4.00%			
Student Council Elementary (K-4)	1.50%			
Student Council (CIS & WMS)	2.00%			
Student of the Month	1.00%			
V.O.F.T.	1.00%			

ACTIVITY	Exp. 0-3 % of Base	Exp. 4-6 % of Base	Exp. 7-9 % of Base	Exp. 10+ % of Base
Science Fair	3.00%			
Vocational Clubs[1] (when State mandated)	1.00%			
ANNUAL	10.00%			
BAND DIRECTOR – High School	34.00%			
Assistant Band Director (HS/MS)	14.00%			
WMS Band	1.00%			
CIS Band	1.00%			
BASEBALL – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Varsity Assistant	9.00%	9.35%	10.05%	10.75%
Reserve Coach	9.00%	9.35%	10.05%	10.75%
Freshman Coach	7.00%	7.35%	8.05%	8.75%
BASKETBALL (Boys') – Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistant	12.00%	12.60%	13.80%	15.00%
Reserve Coach	12.00%	12.60%	13.80%	15.00%
9th Grade Coach	10.00%	10.50%	11.50%	12.50%
8th Grade Coach	8.00%	8.40%	9.20%	10.00%
7th Grade Coach	7.00%	7.35%	8.05%	8.75%
BASKETBALL (Girls') – Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistant	12.00%	12.60%	13.80%	15.00%
Reserve Coach	12.00%	12.60%	13.80%	15.00%
9th Grade Coach	10.00%	10.50%	11.50%	12.50%
8th Grade Coach	8.00%	8.40%	9.20%	10.00%
7th Grade Coach	7.00%	7.35%	8.05%	8.75%
BOWLING (Boys' and Girls') – Varsity	10.00%	10.50%	11.50%	12.50%
Varsity Assistant	7.00%	7.35%	8.05%	8.75%
CHEERLEADERS – High School				
Varsity/J.V./Fall	7.00%	7.25%	7.75%	8.25%
Varsity/J.V./Winter	7.00%	7.25%	7.75%	8.25%
Freshman: Fall	2.50%	2.63%	2.88%	3.13%
Freshman: Winter	3.00%	3.15%	3.45%	3.75%
Middle School - Fall	2.00%	2.10%	2.30%	2.50%
Middle School - Winter	2.50%	2.63%	2.88%	3.13%
CROSS COUNTRY – Varsity Coach	10.00%	10.50%	11.50%	12.50%
Varsity Coach (Girls')	10.00%	10.50%	11.50%	12.50%
Varsity Assistant (Boys'/Girls')	7.00%	7.35%	8.05%	8.75%
Middle School (Boys'/Girls')	8.00%	8.40%	9.20%	10.00%
Middle School Assistant	7.00%	7.35%	8.05%	8.75%
CROSSING GUARD SUPERVISOR ELEM.	1.00%			

[1] Vocational Club Advisors will attend at least one (1) Saturday meeting for regional competition where/when applicable to,activity and at least one (1) Saturday meeting for State qualifiers where/when applicable to activity.

APPENDIX D

ACTIVITY	Exp. 0-3 % of Base	Exp. 4-6 % of Base	Exp. 7-9 % of Base	Exp. 10+ % of Base
DEPARTMENT HEADS	3-6 Team	7-9 Team	10 & More Team	
High School Business, English, Foreign Language, Guidance, H.P.E., Math, Science, Social Studies, Special Education, Vocational; Middle School and Central Intermediate School: English, Math, Science, Social Studies and Special Education	5.00%	8.00%	11.00%	
	[Each teacher in the Department three (3) periods a day counts in total.]			
Drama Department Chair	5.00%			
FACULTY MANAGER				
Middle School Athletic Director	12.00%			
Fall HS Faculty Manager	7.00%			
Winter HS Faculty Manager	7.00%			
Spring HS Faculty Manager	7.00%			
FLAG CORP/AUXILIARY UNIT	8.00% for Fall & 9.00% Winter			
FOOTBALL – Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistants	13.00%	13.65%	14.95%	16.25%
Reserve Coaches	13.00%	13.65%	14.95%	16.25%
9th Grade Head Coach	12.00%	12.60%	13.80%	15.00%
9th Grade Assistant	11.50%	12.08%	13.23%	14.38%
8th Grade Head Coach	10.00%	10.50%	11.50%	12.50%
8th Grade Assistant	9.50%	9.98%	10.93%	11.88%
Middle School Assistant	9.50%	9.98%	10.93%	11.88%
GOLF – Varsity Coach (Boys'/Girls')	10.00%	10.50%	11.50%	12.50%
Reserve Coach	6.00%	6.30%	6.90%	7.50%
GYMNASTICS – Varsity Coach	10.00%	10.50%	11.50%	12.50%
Varsity Assistant	7.00%	7.35%	8.05%	8.75%
INTRAMURALS – Elementary	2.00%			
Middle School	2.00%			
High School	4.00%			
LACROSSE (Boys') – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Reserve Coach (Boys')	7.00%	7.35%	8.05%	8.75%
Varsity Coach (Girls')	12.00%	12.60%	13.80%	15.00%
Reserve Coach (Girls')	7.00%	7.35%	8.05%	8.75%
NATIONAL FORENSIC – Head Coach	15.00%	15.75%	17.25%	18.75%
Assistant Coach – Debate	13.00%	13.65%	14.95%	16.25%
Assistant Coach – All Events	10.00%	10.50%	11.50%	12.50%
NEWSPAPER – Senior High (Bruin)	10.00%			
Middle School	3.00%			

APPENDIX D

ACTIVITY	Exp. 0-3 % of Base	Exp. 4-6 % of Base	Exp. 7-9 % of Base	Exp. 10+ % of Base
PLAYS[2] – High School Play	14.00%	x1.05%	x1.15%	x1.25%
High School Musical	20.00%			
Middle School Play	11.00%			
Middle School Musical	14.00%			
SOFTBALL – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Varsity Assistant	9.00%	9.35%	10.05%	10.75%
Reserve Coach	9.00%	9.35%	10.05%	10.75%
SOCCER – Varsity Boys' Coach	12.00%	12.60%	13.80%	15.00%
Varsity Boys' Assistant	9.00%	9.40%	10.20%	11.00%
Reserve Boys' Coach	9.00%	9.40%	10.20%	11.00%
9th Grade Boys' Coach	8.00%	8.40%	9.20%	10.00%
Varsity Girls' Coach	12.00%	12.60%	13.80%	15.00%
Varsity Girls' Assistant	9.00%	9.40%	10.20%	11.00%
Reserve Girls' Coach	9.00%	9.40%	10.20%	11.00%
9th Grade Girls' Coach	8.00%	8.40%	9.20%	10.00%
SWIMMING – Varsity Coach	12.00%	12.60%	13.80%	15.00%
Varsity Assistant	6.00%	6.30%	6.90%	7.50%
Varsity Assistant	6.00%	6.30%	6.90%	7.50%
TENNIS – Varsity Boys' Coach	10.00%	10.50%	11.50%	12.50%
Reserve Boys' Coach	6.00%	6.30%	6.90%	7.50%
Varsity Girls' Coach	10.00%	10.50%	11.50%	12.50%
Reserve Girls' Coach	6.00%	6.30%	6.90%	7.50%
TRACK – Varsity Boys' Coach	12.00%	12.60%	13.80%	15.00%
Varsity Boys' Assistant	8.00%	8.40%	9.20%	10.00%
Assistant (Boys'/Girls')	8.00%	8.40%	9.20%	10.00%
Varsity Girls' Coach	12.00%	12.60%	13.80%	15.00%
Varsity Girls' Assistant	8.00%	8.40%	9.20%	10.00%
TRACK – Middle School				
Head Boys' Coach	8.00%	8.40%	9.20%	10.00%
Assistant Boys' Coach	7.00%	7.35%	8.05%	8.75%
Head Girls' Coach	8.00%	8.40%	9.20%	10.00%
Assistant Girls' Coach	7.00%	7.35%	8.05%	8.75%
VOCAL MUSIC DIRECTOR	10.00%			

2 The above percentages shall be divided between the participating Directors. The distribution of these funds must be determined in advance of the performances and in time for Board action on the supplemental contracts. The experience factors of the Supplemental Salary Schedule shall be applied on an individual basis to the portion of the total percentage apportioned to each Director. Contemplates a total of six (6) productions.

APPENDIX D

ACTIVITY	Exp. 0-3 % of Base	Exp. 4-6 % of Base	Exp. 7-9 % of Base	Exp. 10+ % of Base
VOLLEYBALL (Girls')				
Varsity Coach	12.00%	12.60%	13.80%	15.00%
Reserve Coach	8.00%	8.40%	9.20%	10.00%
9th Grade Coach	8.00%	8.40%	9.20%	10.00%
8th Grade Coach	8.00%	8.40%	9.20%	10.00%
8th Grade Assistant	7.00%	7.35%	8.05%	8.75%
WEIGHT ROOM SUPERVISOR – Per Season	5.00%	5.25%	5.75%	6.25%
WRESTLING				
Varsity Coach	18.00%	18.90%	20.70%	22.50%
Varsity Assistant	10.00%	10.50%	11.50%	12.50%
Reserve Coach	8.00%	8.40%	9.20%	10.00%
9th Grade Coach	8.00%	8.40%	9.20%	10.00%
8th Grade Coach	8.00%	8.40%	9.20%	10.00%
8th Grade Assistant	7.00%	7.35%	8.05%	8.75%

Teacher Performance Evaluation Rubric

The ***Teacher Performance Evaluation Rubric*** is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**FOCUS FOR LEARNING (Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measureable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	ASSESSMENT DATA (Standard 3: Assessment) *Sources of Evidence:* Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

INSTRUCTIONAL PLANNING					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTIONAL PLANNING	**PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)** *Sources of Evidence:* Pre-Conference	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson. The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems. The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
	Evidence				

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	**KNOWLEDGE OF STUDENTS (Standard 1: Students)** *Sources of Evidence:* Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information. The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information. The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Formal Observation Classroom Walkthroughs/ Informal Observations	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking. The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion. The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques. The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
	Evidence				
	DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
	RESOURCES (Standard 2: Content; Standard 4: Instruction) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
	Evidence				

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication) *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.	The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.
		There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.	Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.	Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.
		Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.	The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).	Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.
		The teacher creates a learning environment that allows for little or no communication or engagement with families.	The teacher welcomes communication from families and replies in a timely manner.	The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.
		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident . Monitoring of student behavior is consistent, appropriate, and effective.	A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
	Evidence				

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	The teacher does not routinely use assessments to measure student mastery.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.
		The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.	The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion	The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students).The teacher responds to student misunderstandings by providing additional clarification.	The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.
		The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.	The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.	The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.	By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.
		The teacher does not provide students with feedback about their learning.	Students receive occasional or limited feedback about their performance from the teacher.	The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.
	Evidence				

APPENDIX E-1

Professionalism					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONALISM	**PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)** *Sources of Evidence:* Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.	The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.	The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.
		The teacher fails to understand and follow regulations, policies, and agreements.	The teacher understands and follows district policies and state and federal regulations at a minimal level.	The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.	The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.
		The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.
	Evidence				

Ohio Teacher Evaluation System

Professional Growth Plan

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

☐ **Self-Directed**

☐ **Collaborative** Teacher Evaluator

Annual Focus These are addressed by the evaluator as appropriate for this teacher.	**Date** Record dates when discussed	**Areas for Professional Growth** **supports needed, resources, professional development** Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.
Goal 1*: Student Achievement/Outcomes for Students* *Goal Statement:* *Evidence Indicators:*		

Evaluator Signature **Date** **Teacher Signature** **Date**

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____ School year:

_____Building: _____Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students. In addition, it is recommended that teachers who have Ineffective ratings in any area of performance or who have an overall Ineffective performance rating have an Improvement Plan. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Ohio Teacher Evaluation | **Improvement Plan**

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: Date: _____

Evaluator's Signature: Date: _____

The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

Ohio Teacher Evaluation | **Improvement Plan**

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- ☐ The Improvement Plan should continue for time specified:
- ☐ Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher's Signature: Date: _____
Evaluator's Signature: Date: _____
The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Skilled level or above.

Informal Observation: General Form

Teacher Name:_____ **Grade(s)/Subject Area(s):**_____**Date:** _____

Evaluator Name:_____ **Time Walkthrough Begins:**_____ **Time Walkthrough Ends:** _____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Instruction is developmentally appropriate	☐ Lesson content is linked to previous and future learning
☐ Learning outcomes and goals are clearly communicated to students	☐ Classroom learning environment is safe and conducive to learning
☐ Varied instructional tools and strategies reflect student needs and learning objectives	☐ Teacher provides students with timely and responsive feedback
☐ Content presented is accurate and grade appropriate	☐ Instructional time is used effectively
☐ Teacher connects lesson to real-life applications	☐ Routines support learning goals and activities
☐ Instruction and lesson activities are accessible and challenging for students	☐ Multiple methods of assessment of student learning are utilized to guide instruction
☐ Other:	☐ Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature:_____ ☐ **Photocopy to Teacher**

OTES Teacher Rating Summary

Teacher: _____ **Date:** _____ **Observer:** _____

Focus for Learning

.

Assessment Data

.

Prior Content Knowledge/Sequence/Connections

.

Knowledge of Students

.

Lesson Delivery

.

Differentiation

.

Resources

.

Classroom Environment

.

Assessment of Student Learning

.

Professional Responsibilities

Teacher: _____ **Date:** _____ **Observer:** _____

Rating: 1 = Ineffective 2 = Developing 3 = Skilled 4 = Accomplished

Comments

Signature _____ Date _____ Rating _____

Pre-Conference conducted on _____ Post-Conference conducted on _____

Teacher Signature _____ Date _____

Ohio School Counselor Evaluation System	**Assessment of School Counselor Performance**

School Counselor Evaluation Rubric

The ***School Counselor Evaluation Rubric*** is intended to be scored holistically. This means the evaluator will assess which level provides the best *overall* description of the school counselor. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and informal observations of school counselor activities (if applicable) when completing the rubric.

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor cannot articulate components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program.	The school counselor articulates all components of a comprehensive school counseling program, reflects on future program needs and works to design a plan of implementation.	The school counselor implements all components of a comprehensive school counseling program and frequently reflects on future program development.
	The school counselor does not collaborate with key stakeholders to set the goals, priorities and implementation strategies when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders on a limited basis to set goals, priorities and implementation strategies that partially align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed.	The school counselor collaborates with key stakeholders to set the goals, priorities and implementation strategies that align to the school's goals and mission when a comprehensive school counseling program is being designed and suggests enhancements and adjustments for program based on needs and results.
	The school counselor identifies no resources to implement the program.	The school counselor identifies resources needed to partially implement the program.	The school counselor identifies resources to fully implement the program.	The school counselor utilizes resources to fully implement the program from an innovative or diverse set of partners.
Evidence				

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

APPENDIX E-2

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

APPENDIX E-2

Standard Five: Leadership and Advocacy – School Counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not attempt to establish professional relationships within the school through communication, teamwork and collaboration.	The school counselor attempts to establish professional relationships within the school through communication, teamwork and collaboration with limited success.	The school counselor establishes and maintains professional relationships within and outside of the school through communication, teamwork and collaboration.	The school counselor establishes and strengthens strategic professional relationships within and outside of the school through communication, teamwork and collaboration.
	The school counselor does not advocate for nor responds to the needs of diverse populations.	The school counselor attempts to respond to the needs of diverse populations and has demonstrated progress in promoting an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for and responds to the needs of diverse populations, resulting in a positive impact on practices that promotes an inclusive, responsive and safe school environment for its diverse members.	The school counselor effectively advocates for practices within and outside of the school community and proactively addresses the changing needs of diverse populations resulting in a positive impact that promotes an inclusive, responsive and safe school environment for its diverse members.
	The school counselor is unable to identify community, environmental and institutional factors that enhance or impede development and does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development but does not advocate for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and advocates for equity of opportunity for all students.	The school counselor identifies community, environmental and institutional factors that enhance or impede development and collaborates with stakeholders to advocate for programs, policies and practices that ensure equity of opportunity for all students.
	The school counselor does not promote the program or the role of the school counselor in achieving the school's mission and student success.	The school counselor occasionally promotes the program and is beginning to articulate the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success.	The school counselor effectively and consistently promotes the program and articulates the role of the school counselor in achieving the school's mission and student success, and contributes to the advancement of the school counseling profession.
Evidence				

APPENDIX E-2

Standard Six: Professional Responsibility, Knowledge and Growth – School Counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflective analysis.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not adhere to the American School Counselor Association and other relevant ethical standards for school counselors nor the relevant federal, state and local codes and policies.	he school counselor has limited adherence to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies.	The school counselor adheres to American School Counselor Association and other relevant ethical standards for school counselors and all relevant federal, state and local codes and policies. The counselor also helps colleagues access and interpret codes and policies and understand implications.
	The school counselor does not engage in self-reflection of practice, review data to set goals for improvement or participate in professional learning.	The school counselor engages in limited self-reflection of practice, reviews minimal data ineffectively to set goals for improvement and participates in professional learning to meet some goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful self-reflection of practice, reviews data to set goals for improvement and participates in professional learning to meet goals, enhance skills and stay current on professional issues.	The school counselor engages in thoughtful and ongoing self-reflection of practice; consistently reviews data to set and monitor goals for improvement; and participates in professional learning to meet goals, enhance skills and stay current on professional issues, educating others on learnings when appropriate.
	The school counselor does not attend professional meetings nor belong to organizations at the local, state or national level.	The school counselor attends professional meetings and/or belongs to organizations at the local, state or national level.	The school counselor actively participates in both professional meetings and organizations at the local, state or national levels.	The school counselor coordinates, facilitates and/or provides leadership in professional meetings and organizations at the local, state or national level.
Evidence				

APPENDIX E-2

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

Ohio School Counselor Evaluation System

Professional Growth Plan

Professional Growth Plan

On an annual basis, a school counselor will develop two goals for professional growth and development; one in relation to the six standard areas, and the second in relation to the Metric of Student Outcomes area. Professional development should be individualized to meet the needs of the school counselor and specifically relate to the identified areas of refinement as identified in the school counselor's evaluation. The development of the plan can be informed by self-assessment, previous evaluation results, or other relevant data that will assist the school counselor in setting appropriate goals for professional growth. The evaluator should recommend professional development opportunities and support the school counselor by providing resources (e.g., time, financial).

School Counselor Name: Evaluator Name: ☐ Self-Directed ☐ Collaborative

Goal One

*Choose the **Standard(s)** aligned to the goal. These are addressed by the evaluator as appropriate for this school counselor.*

☐ Comprehensive School Counseling Program Plan
☐ Direct Services for Academic, Career, and Social/Emotional Development
☐ Indirect Services
☐ Evaluation and Data
☐ Leadership and Advocacy
☐ Professional Responsibility, Knowledge & Growth

Goal Statement Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Goal Two

*Choose the domain(s) aligned to the **Metric of Student Outcomes** goal.*

☐ Academic ☐ College/Career ☐ Social/Emotional

Goal Statement Demonstrating Ability to Produce Positive Student Outcomes	Action Steps & Resources to Achieve Goal	Evidence Indicators	Dates Discussed

Comments:

School Counselor: _____ Evaluator: _____ Date: _____

Ohio School Counselor Evaluation System	**Improvement Plan**

Improvement Plan

Written improvement plans are to be developed when a school counselor receives an overall Ineffective rating. In addition, districts have discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

School Counselor Name: Date of Improvement Plan Conference:
School Year: Building:

Section 1: Improvement Statement - List specific areas for improvement as related to the *Ohio Standards for School Counselors*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what each goal will measure.

Goal(s)	Level of Performance Specifically Describe Successful Improvement Target(s)	Starting Date	Ending Date

Ohio School Counselor Evaluation System	**Improvement Plan**

Improvement Plan (continued)

Section 3: Specific Plan of Action

Describe in detail specific plans of action that the school counselor must take to improve his or her performance. Indicate the sources of evidence that the evaluator will use to document completion of the improvement plan.	
Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

Date for this Improvement Plan to Be Evaluated:

School Counselor's Signature: _____ Date:

Evaluator's Signature: _____ Date:

Ohio School Counselor Evaluation System	**Improvement Plan**

Improvement Plan: Evaluation of Plan

School Counselor Name: Date of Evaluation:
School Year: Building:

The improvement plan will be evaluated at the end of the time specified in the plan and will result in one of the following actions:

☐ Improvement demonstrated and professional standards met a satisfactory level of performance.
☐ Continue with the Improvement Plan for a specified amount of time. Date:
☐ Recommend dismissal.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

School Counselor's Signature:_____ Date: _____

Evaluator's Signature: _____ Date: _____

* The level of performance varies depending on school counselor's years of experience.

Ohio School Counselor Evaluation System	Informal Observations

Informal Observation: Open-Ended Form

School Counselor Name: **Activity Observed:** **Date:**

Evaluator Name: **Time Informal Observation Begins:** **Time Informal Observation Ends:**

Directions: This form serves as a record of an informal walkthrough by the school counselor's evaluator. The evaluator will likely not observe all areas of the performance rubric in one informal observation. This record, along with additional informal and formal observations, will be used to inform the summative evaluation of the school counselor.

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature ☐ Photocopy to School Counselor

APPENDIX E-2

Ohio School Counselor Evaluation System	Final Summative Rating

Final Summative Rating of School Counselor Effectiveness

Once you determine a rating for each of the rubric areas, based on the available evidence from multiple interactions, look at the larger picture of performance across all areas of the rubric. Although all areas are important for effective school counseling practice, you may find it appropriate to more strongly weight patterns of behavior in one area over another. The key point is that the evaluator should consider no one area in isolation, but should analyze each in relation to all other areas of performance. Determine which of the four performance levels is most appropriate for the school counselor based on this holistic process.

Rubric Areas	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Standard 1: Comprehensive School Counseling Program Plan				
Standard 2: Direct Services for Academic, Career and Social/Emotional Development				
Standard 3: Indirect Services: Partnerships and Referrals				
Standard 4: Evaluation and Data				
Standard 5: Leadership and Advocacy				
Standard 6: Professional Responsibility, Knowledge and Growth				
Metrics of Student Outcomes				
Area of reinforcement:		*Area of refinement:*		
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

WADSWORTH CITY SCHOOLS
SPEECH & LANGUAGE PATHOLOGIST (SLP) RUBRIC

DOMAIN A: PLANNING AND PREPARING FOR LEARNING

A.1: The SLP acquires and uses knowledge about individual students as learners in preparing lessons which consider the students' academic needs, cultural heritage, interests, and community.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Acquisition of Information About Individual Learners	• The SLP does not acquire knowledge of individual students as learners. -or- • The SLP does not acquire that knowledge from a variety of sources and in an on-going manner.	• The SLP acquires detailed information about individual students as learners from a variety of sources, and/or in an on-going manner.	• The SLP acquires extensive and detailed information about individual students as learners from a variety of sources and in an on-going manner.
Use of Acquired Information	• The SLP planning shows little or no awareness of students' academic needs and learning styles, interests, cultural heritage, and community backgrounds as demonstrated through the following: *Flexible grouping *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs, and cultural heritage *Instruction that addresses strengths and gaps in student	• The SLP clearly communicates how planning shows consideration for students' academic needs and learning styles, interests, cultural heritage, and community backgrounds as demonstrated through the following: *Flexible grouping *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs, and cultural heritage *Instruction that addresses	• The SLP clearly communicates how planning incorporates consideration for the students' academic needs and learning styles, interests, cultural heritage, and community backgrounds as demonstrated through the following: *Flexible grouping *Activities that invite student interaction and choice *Strategies that address various learning styles, special needs, and cultural

	background knowledge and skills. • The SLP does not clearly communicate planning. • There is little evidence that the SLP uses achievement data or other assessment results to plan instruction.	strengths and gaps in student background knowledge and skills. • The SLP uses achievement data or other assessment results to plan lessons to meet individual/group instructional needs.	heritage *Instruction that addresses strengths and gaps in student background knowledge and skills. • The SLP analyzes and uses data or other assessment results to plan lessons to meet individual/group instructional needs.

A.2: The SLP demonstrates the ability to follow special education procedures, including the selection and administration of diagnostic instruments and procedures as identified by the Individuals with Disabilities Education Improvement Act (IDEIA) of 2004 and completes required paperwork to maintain compliance with federal and state laws and regulations.

Elements	**Ineffective (1)**	**Skilled (2)**	**Accomplished (3)**
Variety of Diagnostic Assessments	• The SLP is unable to select appropriate diagnostic instruments.	• The SLP selects and administers diagnostic instruments and procedures based on the student's developmental level, areas of concern, and SLP/Parent input. The SLP gathers information on how the student's developmental disorder affects educational performance from limited sources.	• The SLP selects and administers a variety of diagnostic instruments and procedures based on the student's developmental level, areas of concern, and SLP/Parent input. The SLP gathers information on how the student's developmental disorder affects educational performance from a variety of sources.
Special Education Procedures	• The SLP demonstrates a basic knowledge of the IDEIA. The appropriate referral process is not followed.	• The SLP demonstrates an adequate understanding of IDEIA by generally following appropriate procedures for referral, identification,	• The SLP demonstrates a thorough understanding of IDEIA by consistently following appropriate procedures for referral,

		placement, and exiting students from services.	identification, placement, and exiting students from services.
Documentation	• The documentation necessary to maintain compliance with special education law and procedures is not complete. • The SLP does not clearly communicate evidence.	• The documentation for initial placement, exit, and re-evaluation packets is usually complete and thorough. • The SLP clearly communicates an explanation of the evidence.	• The documentation for initial placement, exit, and re-evaluation packets is accurately completed and thorough. • The SLP clearly communicates an explanation of the evidence.
Recommendations	• The SLP is unable to interpret diagnostic results or make case management recommendations.	• The SLP demonstrates the ability to make appropriate case management after interpreting diagnostic results.	• The SLP demonstrates the ability to make appropriate case management recommendations after accurately interpreting diagnostic results for a variety of communication disorders.

A.3: The SLP uses a variety of assessments that align with standards and provides feedback to students about their progress towards IEP goals and objectives.

Elements	**Ineffective (1)**	**Skilled (2)**	**Accomplished (3)**
Alignment with Standards	• Assessments do not provide opportunities for students to demonstrate proficiency.	• Assessments aligned with IEP goals and objectives provide evidence that students at some developmental levels are given opportunities to meet the IEP goals and objectives.	• Assessments aligned with IEP goals and objectives provide evidence that students at all developmental levels are given multiple opportunities to meet the IEP goals and objectives.
Alignment and Variety	• The SLP uses assessments that are not aligned with IEP goals and objectives. • The SLP uses mainly summative	• The SLP uses assessments that align with IEP goals and objectives. -and-	• The SLP uses assessments that align with IEP goals and objectives. -and-

	assessments. -or- • Planning for assessment is not evident.	• The SLP uses informal/formal and formative/summative assessments.	• The SLP uses extensive and varied informal/formal and formative/summative assessments.

DOMAIN B: CREATING AN ENVIRONMENT FOR LEARNING

B.1: The SLP creates an inclusive and caring environment in which each individual is respected.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
SLP Interaction with Students	• SLP interactions with students are negative, demeaning, or inappropriate.	• SLP interactions with all students demonstrate respect. Interactions are inclusive and appropriate.	• SLP interactions with all students demonstrate a positive, caring rapport and mutual respect. Interactions are inclusive and appropriate.
Interactions Among Individuals	• SLP tolerates inappropriate and/or disrespectful interactions among individuals.	• SLP encourages respectful interactions among individuals and appropriately addresses any disrespectful interactions among individuals.	• SLP encourages and/or reinforces positive and respectful interactions among individuals -and/or- • Interactions are respectful.

B.2: The SLP establishes effective routines and procedures, maintains a safe and orderly environment, and manages transitions to maximize instructional time.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Routines/Procedures	• The SLP uses procedures for managing student groups, supplies, and equipment that result in considerable loss of instructional time. • The SLP maintains an	• The SLP establishes and uses effective routines and procedures for managing student groups, supplies, and/or equipment. • The SLP acts to maintain a	• The SLP establishes and uses effective routines and procedures that incorporate student responsibility for managing student groups, supplies, and/or equipment.

	environment where hazards exist.	safe environment.	• The SLP acts to maintain a safe environment.
Transitions	• The SLP does not establish procedures for most transitions. Considerable instructional time is lost.	• The SLP establishes and directs procedures for transitions. No instructional time is lost.	• The SLP establishes procedures for managing seamless transitions incorporating student responsibility. No instructional time is lost.

B.3: The SLP manages and monitors student behavior to maximize instructional time.

Elements	**Ineffective (1)**	**Skilled (2)**	**Accomplished (3)**
Monitoring of Student Behavior	• The SLP does not monitor student behavior and/or the SLP is unaware of student behaviors, which results in considerable loss of individual, group, and/or whole class time on task.	• The SLP monitors student behavior at all times which promotes individual, group, and/or whole class time on task.	• The SLP monitors student behavior in a manner that anticipates and prevents student misbehavior and that allows for student to monitor their own and/or their peers' behavior which results in no loss of time on task.
Response to Misbehavior	• The SLP does not respond to off-task or disruptive behavior. -or- • The SLP response to student misbehavior is inconsistent and/or has minimal results.	• The SLP response to misbehavior is appropriate, consistent, and the desired behavior is attained.	• The SLP response to misbehavior is appropriate, consistent, and sensitive to students' individual needs, and the desired behavior is attained. -or- • Student misbehavior is not evident.

DOMAIN C: TEACHING FOR LEARNING

C.1: The SLP communicates the objectives from the Individual Education Plan (IEP) and the directions and procedures for the daily activities to the student.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Communication of IEP Goals and Objectives	• The SLP does not communicate the IEP goals and objectives to the student.	• The SLP clearly and accurately communicates the IEP goals and objectives to each student.	• The SLP clearly and accurately communicates the IEP goals and objectives to each student along with a rationale for this learning.
Instructional Directions and Procedures	• The SLP does not communicate instructional directions or procedures. -or- • The SLP communicates instructional directions or procedures inaccurately.	• The SLP clearly and accurately communicates instructional directions and procedures for the activity.	• The SLP clearly and accurately communicates instructional directions and procedures for the activity. • The SLP anticipates possible student misunderstanding.
Monitoring and Adjusting	• The SLP is unable to develop a method of periodic monitoring.	• The SLP develops a program of periodic monitoring of student progress toward IEP goals and objectives. The SLP uses information to modify treatment plans, strategies, or materials to meet the needs of the student.	• The SLP develops a program of periodic monitoring of student progress toward IEP goals and objectives. The SLP uses information to modify treatment plans, strategies, or materials to meet the needs of the student. The SLP involves the student in the monitoring of progress.
Use of Information	• The SLP does not have the information to determine the present levels of performance on IEP progress reports.	• The SLP uses monitored information to report student's present levels of performance on IEP progress reports.	• The SLP uses monitored information to report student's present levels of performance on the IEP and IEP progress reports or in collaboration with other special education and general education staff.

C.2: The SLP demonstrates content knowledge of speech and language development and therapy techniques.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Knowledge of Speech/Language Development	• The SLP uses daily activities and objectives that may or may not be related to the hierarchy of speech/language development. Tasks are unrelated to student's needs or instructional level.	• The SLP chooses daily activities and objectives in the hierarchy of speech/language development which move the student towards fulfilling IEP goals and objectives. Tasks are assigned at or near the student's instructional level.	• The SLP chooses daily activities and objectives in the hierarchy of speech/language development which move the student towards fulfilling IEP goals and objectives. SLP manipulates tasks assigned so that students consistently work at instructional level.
Knowledge of Speech/Language Techniques and Service Delivery Models	• The SLP uses one model of therapy for treatment of speech/language disorders for all students. Services are delivered only in the Speech room.	• The SLP uses a variety of therapy models and techniques to meet individual student needs as specified in the IEP. Services are delivered in a variety of environments.	• The SLP uses a variety of therapy models and techniques to deliver appropriate services to meet individual student needs as specified in the IEP. Services are delivered in the environment most appropriate to student and IEP needs.

C.3: The SLP conducts the therapy session, addressing the specific areas of disability delineated in the IEP.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Conceptual Understanding	• The SLP conducts lessons that are not appropriate to the specific area of disability and are not relevant to the IEP.	• The SLP challenges students in a variety of adaptable activities that address the specific areas of disability and promotes mastery of IEP goals and	• The SLP consistently challenges students in a variety of creative, adaptable activities that address the specific areas of disability and

		objectives.	promotes mastery of IEP goals and objectives.
Monitoring and Adjustment	• The SLP presents the lesson as planned and makes no adjustments.	• The SLP periodically monitors the student's current skill level and consistently adapts activities and pacing to move the student to mastery.	• The SLP monitors the student's current skill level and consistently adapts activities and pacing to move the student to mastery.
Extension of Thinking	• The SLP creates situations that do not challenge students to think about the IEP goal and/or objective being taught.	• The SLP creates situations that challenge students to think independently, creatively, or critically about the IEP goal and/or objective being taught.	• The SLP creates situations that challenge students to think independently, creatively, or critically about the IEP goal and/or objective being taught to reflect their understanding and consider new possibilities.

C.4: The SLP provides opportunities that promote student responsibility, enhance interest in learning, and increase student engagement.

Elements	**Ineffective (1)**	**Skilled (2)**	**Accomplished (3)**
Student Engagement	• The SLP has difficulty engaging the students in selected activities.	• The SLP consistently engages the students in learning through the use of controlled choices, relevancy to speech/language progress, and the student's instructional level.	• The SLP consistently engages the students in learning through the use of controlled choices, relevancy to academic progress, and the student's instructional level.
Thought-Provoking Questions	• The SLP frequently asks questions that are inappropriate to the objectives of the lesson. • The SLP frequently does not ask follow-up questions. • The SLP does not provide appropriate wait time.	• The SLP asks thought-provoking questions that focus on the objectives of the lesson. • The SLP seeks clarification through additional questions. • The SLP provides appropriate wait time.	• The SLP routinely asks thought-provoking questions that focus on the objectives of the lesson. • The SLP seeks clarification and elaboration through additional questions.

			• The SLP provides appropriate wait time.

C.5: The SLP provides feedback to students about their performance during therapy sessions using a variety of methods.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Quality – Methods and Timelines	• The SLP provides insufficient and/or inaccurate feedback to students about their progress toward the learning objectives. -or- • Feedback is not provided in a timely manner	• The SLP provides accurate, specific, and timely feedback to students about their progress toward the learning objectives. • The SLP provides feedback using a variety of methods and facilitates student self-assessment.	• The SLP routinely provides substantive, accurate, specific, and timely feedback to students about their progress toward the learning objectives. • The SLP provides feedback using a variety of methods and facilitates student self-assessment.
Student Errors/ Misconceptions	• The SLP does not correct student content errors. • The SLP fails to address misconceptions.	• The SLP corrects student content errors to individuals, groups, and/or the whole class by offering explanations that clarify the process or concept. • The SLP addresses misconceptions as they arise.	• The SLP corrects student content errors to individuals, groups, and/or the whole class by offering explanations that clarify the process or concept and by facilitating opportunities for self-correction. • The SLP anticipates and addresses misconceptions.

C.6: The SLP reflects upon the session's effectiveness and uses that reflection in planning future instruction.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Session	• The SLP misjudges and/or makes	• The SLP makes an accurate	• The SLP makes a thoughtful

Effectiveness	an inaccurate assessment of the session's effectiveness or the extent to which the instructional goals of the session were met. -or- • The SLP does not address the session observed. -or- • The SLP did not submit the Evidence of Reflection form. • The SLP does not clearly communicate the explanation of the evidence.	assessment of the session's effectiveness and the extent to which it achieved its goals by citing examples from the session. • The SLP clearly communicates the explanation of the evidence.	and accurate assessment of the session's effectiveness and the extent to which it achieved its goals, citing specific examples from the session's strengths and/or weaknesses related to the session's objectives. • The SLP clearly communicates the explanation of the evidence.
Student Engagement	• The SLP makes inaccurate assessment of the level of student engagement. -or- • The SLP did not submit the Evidence of Reflection form. • The SLP does not clearly communicate the explanation of the evidence,	• The SLP makes an accurate assessment of the level of student engagement, listing positive and negative examples of student actions. • The SLP clearly communicates the explanation of the evidence.	• The SLP makes a thoughtful and accurate assessment of the level of student engagement, addressing specific examples of positive and/or negative student actions. • The SLP clearly communicates the explanation of the evidence.
Future Planning	• The SLP does not explain why changes may or may not be necessary. • The SLP gives up and/or blames the students or the environment for the students' lack of success. -or- • The SLP does not address the session observed. -or-	• The SLP offers appropriate explanations for why the assessment choices, SLP's contributions to meetings, or future instruction would not be changed. -and/or- • The SLP offers appropriate explanations and specific suggestions for why the	• The SLP offers insightful explanations for why the assessment choices, SLP's contributions to meetings, or future instruction would not be changed. -and/or- • The SLP offers insightful explanations and constructive suggestions for why the

	• The SLP did not submit the Evidence of Reflection form. • The SLP does not clearly communicate the explanation of the evidence.	assessment choices, SLP's contributions to meetings, or future instruction would be changed. • The SLP clearly communicates the explanation of the evidence.	assessment choices, SLP's contributions to meetings, or future instruction would be changed. • The SLP clearly communicates the explanation of the evidence.

DOMAIN D: PROFESSIONALISM

D.1: The SLP will provide constructive information on student performance to teachers and other professionals and will collaborate with these individuals regarding case management of the student, including the IEP team.

Elements	**Ineffective (1)**	**Skilled (2)**	**Accomplished (3)**
Collaboration with Teachers and Other Professionals	• The SLP does not collaborate with other professionals. • The SLP does not clearly communicate the evidence.	• The SLP demonstrates collaboration by sharing results of assessments with other professionals. The SLP seeks information on student performance from the teacher. • The SLP clearly communicates an explanation of the evidence.	• The SLP demonstrates effective professional collaboration by sharing results of on-going assessments of student's performance. The SLP seeks information on student performance from the teacher. The SLP keeps documentation of teacher collaboration and/or meetings. • The SLP clearly communicates an explanation of the evidence.
Collaboration with IEP Team	• Another school designee must convene the team, the SLP gives minimal cooperation with needed paperwork, and speech terms	• The SLP convenes the team when the IEP is due. All forms are at hand but may not be completed, and language	• The SLP convenes the team when the IEP review is due. All forms are ready, with language clear to all team

	dominate the language requiring translation for the team members to understand. • The SLP does not clearly communicate the evidence.	includes speech terms with are unclear to some team members. • The SLP clearly communicates an explanation of the evidence.	members. • The SLP clearly communicates an explanation of the evidence.
Needs of the Student	• The present level of performance is given as a generic statement; the needs of the student are defined by the SLP's program. • The SLP does not clearly communicate the evidence.	• The present level of performance is stated with general agreement of the team; the needs of the student are developed in consideration of communication development. • The SLP clearly communicates an explanation of the evidence.	• The present level of performance is stated with supporting evidence is provided; the needs of the student are developed in consideration of communication needs for classroom performance. • The SLP clearly communicates an explanation of the evidence.

D.2: The SLP informs the family about the progress of their child towards IEP goals and completes progress reports as designated in the IEP.

Elements	**Ineffective (1)**	**Skilled (2)**	**Accomplished (3)**
Communication with Parents	• The SLP does not provide progress information to the families.	• The SLP demonstrates clear and effective communication with the student's parents/family by providing progress information to families of program students as designated in the IEP. The SLP seeks information on student performance from the parent.	• The SLP demonstrates clear and effective communication with the student's parents/family by providing progress information and sharing the results of on-going assessment to families of program students as designated in the IEP. The SLP actively seeks information on student performance from the parent.

			The SLP encourages the parent's involvement in the therapeutic process. The SLP provides relevant information on speech/language disorders.

D.3: The SLP establishes and maintains professional relationships with peers and team members and functions as a member of a Response to Intervention Team (when included as a team member by the school), participates in staff, school, and district initiatives.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Professional Relationships	• The SLP does not respond to the needs of staff members and/or attends RTI meetings when invited. • The SLP does not clearly communicate the evidence.	• The SLP demonstrates the establishment of professional relationships by actively participating in the RTI Team and supporting the team developing and implementing decisions. • The SLP clearly communicates an explanation of the evidence.	• The SLP demonstrates the establishment of professional relationships by actively participating in the RTI Team and supporting the team developing and implementing decisions. The SLP responds to the needs and concerns of school staff members as it relates to students not directly serviced by an IEP. • The SLP clearly communicates an explanation of the evidence.

D.4: The SLP improves professional knowledge and therapeutic skills by participating in professional development activities and applies what is learned.

Elements	Ineffective (1)	Skilled (2)	Accomplished (3)
Professional Knowledge and	• The SLP does not participate in school/district professional	• The SLP participates in required school/district	• The SLP participates in required school/district

Therapeutic Skills	development activities.	professional development activities and in additional designed to improve professional knowledge and therapeutic skills.	professional development activities and demonstrates a consistent pattern of professional growth by participating in multiple and varied professional development activities designed to improve professional knowledge and therapeutic skills.
Application	• There is no evidence that the SLP implements knowledge gained through professional development. • The SLP does not clearly communicate the evidence.	• The SLP consistently implements and describes therapeutic applications of knowledge gained though required professional development. • The SLP clearly communicates an explanation of the evidence.	• The SLP consistently implements and describes therapeutic applications of knowledge gained though required and SLP-selected professional development. • The SLP clearly communicates an explanation of the evidence.

WADSWORTH CITY SCHOOL DISTRICT
SPEECH & LANGUAGE PATHOLOGIST (SLP) OBSERVATION FORM

SLP:_____ **Evaluator:**_____
Situation Observed:_____ **Building:**_____
Observation Dates:_____ **Length of Observation: from to __**

Ratings are based on the Wadsworth City Schools *SLP Rubric*.
A rating of "1" requires a narrative comment to explain why the rating was given.
(1)) Ineffective (2) Skilled (3) Accomplished

		A. PLANNING AND PREPARING FOR LEARNING
	A.1	The SLP acquires and uses knowledge about individual students as learners in preparing lessons, which consider the students' academic needs, cultural heritage, interests and community.
	A.2	The SLP demonstrates the ability to follow special education procedures, including the selection and administration of diagnostic instruments and procedures as defined by the Individuals with Disabilities Education Improvement Act (IDEIA) of 2004 and completes required paperwork to maintain compliance with federal and state laws and regulations.
	A.3	The SLP uses a variety of assessments that align with standards and provides feedback to students about their progress toward the IEP goals and objectives.

COMMENTS: *[insert text, expand as needed]*
Rating for Domain A:_____

		B. CREATING AN ENVIRONMENT FOR LEARNING
	B.1	The SLP creates an inclusive and caring environment in which each individual is respected and valued.
	B.2	The SLP establishes effective routines and procedures, maintains a safe and orderly environment and manages transitions to maximize instructional time.
	B.3	The SLP manages and monitors student behavior to maximize instructional time.

COMMENTS: *[insert text, expand as needed]*
Rating for Domain B: _____

		C. TEACHING FOR LEARNING
	C.1	The SLP communicates the objectives from the Individual Education Plan (IEP) and the directions and procedures for the daily activities to the students.
	C.2	The SLP demonstrates content knowledge of speech and language development and therapy techniques.
	C.3	The SLP conducts the therapy session, addressing the specific areas of disability delineated in the IEP.
	C.4	The SLP provides opportunities that promote student responsibility, enhance interest in learning, and increase student engagement.
	C.5	The SLP provides feedback to students about their performance during therapy sessions using a variety of methods.
	C.6	The SLP reflects upon the session's effectiveness and uses that reflection in planning future instruction.
		Rating _____

COMMENTS: *[insert text, expand as needed]*
Rating for Domain C: _____

		D. PROFESSIONALISM
	D.1	The SLP will provide constructive information on student performance to teacher and other professionals and will collaborate with these individuals regarding case management of the student, including the IEP team.
	D.2	The SLP informs the family about the progress of their child toward IEP goals and completes progress reports designated in the IEP.
	D.3	The SLP establishes and maintains professional relationships with peers and team members and functions as a member of a Response to Intervention Team (when included as a team member by the school). The SLP participates in staff, district and school initiatives.
	D.4	The SLP improves professional knowledge and therapeutic skills by participating in professional development activities and applies what is learned.

COMMENTS: *[insert text, expand as needed]*
Rating for Domain D:_____

Additional Comments:

Rating: _____

Evaluator Signature _____ Date _____

SLP Signature _____ Date _____

Distribution: SLP
Evaluator
File

APPENDIX E-3

WADSWORTH CITY SCHOOL DISTRICT
SPEECH & LANGUAGE PATHOLOGIST (SLP) FINAL SUMMATIVE RATING FORM

Areas of reinforcement/ refinement:			
Final Summative (Overall) Rating	**INEFFECTIVE**	**SKILLED**	**ACCOMPLISHED**

☐ *Check here if Improvement Plan has been recommended.*

Teacher Signature_____Date _____

Evaluator Signature_____Date _____

The signatures above indicate that the SLP and evaluator have discussed the Summative Rating.

Note: The SLP may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the WEA Agreement Section 11.14.

APPENDIX F-1

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL DONATION FORM

If you would like to donate a sick day, please complete the form below and forward it to the Wadsworth Education Association (WEA) President or your building representative by October 1st. The donation is irrevocable.

Thank you for caring for the needs of a fellow teacher.

SICK LEAVE POOL DONATION FORM

I,_____,wish to donate
(*Please print your name)*

one day of sick leave to the Wadsworth City Schools Sick Leave Pool.

_____ _____

Signature Date

_____

Building

This form should be sent directly to the WEA President. Day(s) will be placed in a pool to be used on an as-needed basis as determined by the Superintendent/designee and the WEA President. Days are used for catastrophic/life-threatening situations only.

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL APPLICATION FORM

If you would like to use sick days, please complete the form below forward it to the Wadsworth Education Association (WEA) President.

SICK LEAVE POOL APPLICATION FORM

I,_____, wish to use_____**days**
(Please print your name) *(Print number)*

of sick leave from the Wadsworth City Schools' Sick Leave Pool.

_____ _____
Signature Date

_____
Building

Attach your doctor's certificate to this form.

(Leave is for illness only. Days may be used for catastrophic or life-threatening situations only.)

*__Please note that the__ leave must be applied for and used in increments of 10 days with a maximum of 0 days.

APPENDIX F-3

WADSWORTH EDUCATION ASSOCIATION

SICK LEAVE POOL APPROVAL FORM

_____ has requested _____ days of sick
(Name of Teacher) (No. of Days)

leave from the Sick Leave Pool. As _____ has met
(Name of Teacher)

each of the criteria set forth in Section 7.01(F)(4) of the Agreement, the request is approved.

_____ Date: _____
(Signature of WEA President)

Verification of Eligibility for Processing:

_____ Date: _____
(Signature of Superintendent)

APPENDIX G

WADSWORTH CITY SCHOOLS

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____ (Employee) and have determined that he/she is able to resume all the essential job functions of his/her position and so is eligible to return to work in the Wadsworth City School District.

The following limits exist or accommodations are necessary to resume his/her essential job functions

_____
Health Care Provider (Please print or type)

_____
Signature

_____ _____
Telephone Number Date

Return this form to:

Treasurer
Wadsworth Board of Education
524 Broad Street
Wadsworth, OH 44281
Phone: 330-335-1303
Fax: 330-336-6811

WADSWORTH CITY SCHOOL DISTRICT

NOTIFICATION OF PERSONAL AND UNPAID LEAVE USAGE

Teacher's Printed Name: _____

Type of Leave Requested: ☐ Personal ☐ Unpaid (continuing contract employees only)

Date of Form Submission _____
Month Day Year

Date(s) of Personal/Unpaid Leave Use _____
Month Day Year

TIME PERIOD REQUESTED: FROM: _____ TO: _____

HOURS REQUESTED: All Day _____ Other _____

Hours/Days Used Previously: Personal _____ Unpaid _____

This Notification of Personal/Unpaid Leave Use Form shall be provided to the bargaining unit member's immediate supervisor at least five (5) days in advance of the anticipated absence. If circumstances make advance notice impossible, the bargaining unit member shall notify the immediate supervisor of his/her intent to use personal/unpaid leave as soon as practicable.

Personal Leave and Unpaid Leave are subject to the restrictions in Sections 7.02D.1-3 of the WEA Master Agreement.

I understand that abuse of Personal Leave will result in discipline up to and including termination.

_____
Teacher's Signature Date

_____ ☐ ☐
Principal's Acknowledgment Date Approved Requires Superintendent's Approval

_____
Superintendent's Date
Approval of Leave Request During Restricted Time Period

Office: please copy to BLUE paper ☐ Sub Requested

☐ Leave entered into AESOP

WADSWORTH CITY SCHOOL DISTRICT

EMPLOYEE REPORT OF INJURY

(To be completed for work-related accidents or incidents of physical of or verbal assault*)

Part I: Injured Employee's Statement

I,_____, certify that on_____, 20___, at_____(a.m./p.m.),
I sustained the following injury: _____

_____

Date of Occurrence_____Place of Occurrence: _____

Circumstances leading up to the occurrence: _____

_____

In the case of a physical or verbal assault, describe the person(s) inflicting the assault: _____

_____

Have you had any previous work-related accidents? ☐ Yes ☐ No If yes, when? _____

Name(s) of witnesses to the incident: _

To whom did you report the incident? ___

Date and time reported: _____

Hospital and/or doctor rendering treatment: _____

In the case of a physical or verbal assault, date the police report was filed: _____
(Please attach a copy of the police report.)

Date of This Report: _____ _____
Signature of Employee

FORWARD TO PRINCIPAL OR SUPERVISOR

PART II: PRINCIPAL OR SUPERVISOR'S STATEMENT

Injury was reported on_____, 20___. Medical treatment (was / was not) required

(*circle one)*.

Employee was sent to: _____
(State name and address of doctor and/or hospital)

_____

Did employee require time off? ☐ Yes ☐ No
Dates of absence:_____ Date returned to work: _____

Principal or Supervisor signature

FORWARD TO BUSINESS MANAGER'S OFFICE

---

* A verbal assault is defined as a threat of physical injury that is direct, specific, and plausible.

WADSWORTH EDUCATION ASSOCIATION

APPLICATION FOR JOB-SHARING POSITION

If you would like to job-share, please complete the form below and forward it to the Superintendent's office.*

JOB-SHARING APPLICATION FORM

I,_____, wish to apply for
(Please print your name)

a job-sharing assignment for the school year beginning in _____

_____

_____. I will job-share with

_____

_____

_____

(Please print your partner's name)

_____
Signature of Applicant

_____
Date

_____
Building

*****Not later than March 1 of the prior school year, each participating member must individually complete and submit this Job Sharing Application Form and a Job Sharing Plan in accordance with Section 13.01 A.3.

APPENDIX K

WADSWORTH CITY SCHOOLS

LEAVE VERIFICATION / REQUEST FORM

Print Name _____ Building _____

I hereby request approval for leave as specified below *(check appropriate box)*:

- ☐ **Association** *(3 days advance notice)* (Section 4.02)
- ☐ **Sick** (Section 7.01)
- ☐ **Paid Adoption** (Section 7.03)
- ☐ **Jury Duty** (Section 7.04)
- ☐ **Summons/Subpoena** (Section 7.05)
- ☐ **Assault** *(also attach completed Employee Report of Injury Form)* (Section 7.06)
- ☐ **Unpaid Child Care** (Section 7.09)
- ☐ **Military** (Section 7.13)

Dates / Times:

From: _____ To: _____

Total Hours *(¼ hour increments):* _____

I certify that my use of leave is in compliance with Article VII of the Agreement and that any misuse of leave will result in discipline up to and including termination.

Signature _____ Date _____

Signature of Building Principal _____ Approval (as applicable) Yes _____ Date No _____ Date

Superintendent _____ Approval (as applicable) Yes _____ Date No _____ Date

OFFICE USE ONLY

Date Request Received _____

Substitute Obtained _____ ☐ Yes ☐ No Date _____ Copy Treasurer's Office

APPENDIX L

Wadsworth City Schools – Base Plan
Blue Access® (PPO)
Effective 07/01/2017

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$250/$500	$1,000/$1,600
Out-of-Pocket Limit (Single/Family)	$1,250/$2,500	$3,400/$6,800
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: • allergy injections (PCP and SCP) • allergy testing • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	$20/$20 20% 20% 20%	30% 30% 30% 30%
Preventive Care Services • Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.	No cost share	30%
Emergency and Urgent Care Emergency Room Services • facility/other covered services (copayment waived if admitted) Urgent Care Center Services • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products • Allergy injections • Allergy testing	 $100 $25 20% 20% 20%	 $100 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	30%
Blue 8.0 500 Series		

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

APPENDIX L

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: • 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 180 days for skilled nursing facility	20%	30%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	20%	30%
Other Outpatient Services including but not limited to: • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services 30 visits (excludes IV Therapy) (Network/Non-Network combined) • Durable Medical Equipment, Orthotics and Prosthetics • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	20% 20% 20%	30% 20% 20%
Outpatient Therapy Services (Combined Network & Non-Network limits) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Cardiac Rehabilitation Unlimited • Pulmonary Rehabilitation Unlimited • Physical Therapy: 60 visits • Occupational Therapy: 60 visits • Manipulation Therapy: 12 visits • Speech therapy: 20 visits • Teledoc (Live Health Online)	 $20/$20 20%	 30% 30%
Accidental Dental: Unlimited per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse[2] • Inpatient Facility Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	 20% $20 20%	 30% 20% 20%
Human Organ and Tissue Transplants[3] • Acquisition and transplant procedures, harvest and storage.	20%	30%

APPENDIX L

Covered Benefits	Network	Non-Network
Prescription Drugs **Network Tier structure equals 1/2/3**		
• **Network Retail Pharmacies:** (30-day supply)	$10 generic/$20 preferred brand/$30 Non-preferred generic & brand	50%, min $30[5]
• **Home Delivery Service:** (90-day supply)	$25 generic/$50 preferred brand/$70 Non-preferred generic & brand	Not covered
Member may be responsible for additional cost when not selecting the available generic drug.	Rx OOP Max: $6,525 Single/$13,050 Family	
Medicare Rx - Wrap		

Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services). Prescription drug cost shares have a separate out-of-pocket maximum.
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies, except diabetic test strips, have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year
- Vision limited services – additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage.
- Plan to exclude for elective abortions.

[2] We encourage you to review the Schedule of Benefits for limitations.
[3] Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
[5] Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

APPENDIX L

Precertification:
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date 4/26/2017

DELTA DENTAL®

Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 1151-5000, 5091
Wadsworth City Schools

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio
Benefit Year – January 1 through December 31
Covered Services –

	PPO Dentist	Premier Dentist	Non-participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Emergency Palliative Treatment – to temporarily relieve pain	80%	80%	80%
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Major Services			
Major Restorative Services – crowns	70%	70%	70%
Relines and Repairs – to bridges, implants, and dentures	70%	70%	70%
Prosthodontic Services – bridges, implants, and dentures	70%	70%	70%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Periodontal maintenance procedures are not a Covered Service for people under age 16.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Space maintainers are payable once per area per lifetime for people up to age 16.
- Bitewing X-rays are payable twice per calendar year for people under age 19 and once per calendar year for people age 19 and older. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. Vertical bitewing X-rays are payable once in any three-year period.

- Four periapical and two occlusal X-rays are payable per calendar year.

- Sealants are payable twice per tooth per lifetime for the occlusal surface of first and second permanent molars up to age 16. The surface must be free from decay and restorations.
- Crowns, inlays and onlays are Covered Services for people age 16 and older once in any five-year period. Recementation of crowns, inlays and onlays are payable once per lifetime for people age 16 and older. Prefabricated crowns are Covered Services on primary teeth.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Root canal treatment is payable once per tooth per lifetime. Retreatment of a previous root canal is payable once per tooth per lifetime.
- Certain oral surgery procedures including vestibuloplasty, frenulectomy, frenuloplasty, oroantral fistula closure, primary closure of sinus perforation and biopsy of hard tissue are Covered Services.
- Full and partial dentures are payable once in any five-year period. Tissue conditioning is payable twice in any 12- month period. Chairside reline and rebase of dentures are payable once in any calendar year. Lab reline and rebase of dentures are payable once in a three-year period. Adjustments of dentures are payable once in any calendar year.
- Recement of bridges is payable once per lifetime. Repair of bridges is payable once in any five-year period.
- Implants and implant related services are payable once per tooth in any five-year period.
- Emergency palliative treatment is a Covered Service twice in any calendar year. Consultations (by other than the treating dentist) are Covered Services once in any calendar year. Occlusal guards and occlusal adjustments are not Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – $3,000 per person total per Benefit Year on all services except orthodontics. $1,500 per person total per lifetime on orthodontic services.

Deductible – $25 Deductible per person total per Benefit Year limited to a maximum Deductible of $50 per family per Benefit Year. The Deductible does not apply to oral exams, preventive services, consultations, office visit for observation, X-rays, brush biopsy, sealants, and orthodontic services.

Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the Deductible for that benefit year will also be applied to the Deductible for the following Benefit Year.
The Deductible met under the previous carrier for the period January 1, 2014 through June 30, 2014 will be applied to the 2014 calendar year Deductible with Delta Dental. It is the Subscriber's responsibility to provide Delta Dental with adequate documentation of the Deductible met under the previous carrier.

Waiting Period – Employees who are eligible for dental benefits are covered as identified in your contract with the school district.

Eligible People – All eligible contracted employees of the school district who elect the dental plan. The Contractor and Subscriber share the cost of this plan.

Also eligible at your option are your legal spouse and your dependent unmarried children to the end of the month in which they turn 26 if eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application and as a dependent on your spouse's application. Your dependent children may be enrolled on both applications as well. Delta Dental will coordinate benefits.

Benefits will cease on the last day of the month in which the employee is terminated.

WADSWORTH CITY SCHOOLS

SUPPLEMENTAL CONTRACT
REQUEST FOR FINAL PAYMENT

Print Name: _____

Contracted Duty: _____

Date Submitted: _____

I certify that the duties have been performed, equipment stored, inventories completed, and all necessary reports are completed to the satisfaction of the building principal or Athletic Director.

Employee Signature: _____

SS No. or Emp. ID: _____

Principal's Signature: _____

Athletic Director's Signature: _____
(IF APPLICABLE)

Payroll Dept. Only

Date Received: _____

Date Paid: _____

A consensus statement is a mutual agreement by the parties to faithfully execute an agreement, that while is not part of the ratified language is deemed to be essential to both parties and to their commitment moving forward.

Consensus Statement: Technology – Communication with Students and Families/Social Media

During the negotiations process of 2017 the parties discussed the following:

Individuals today are deeply engaged in electronic forms of communication for their daily interactions with friends, family and their larger social networks. As educators, we too have turned to email, websites, blogs, text messaging, and use of social media websites such as Twitter, Facebook, and others to communicate with similar groups. Whereas these forms of communications are dynamic, mobile, and quickly reach their audience through technologies that have become an integral part of our online lives, they may, in many circumstances, *not meet the public and professional standards for communicating with students.*

The guidelines outlined in this Consensus Statement are designed to:

1. **Protect the students, staff, and the District;**

2. **Raise awareness of acceptable ways to use electronic communication tools when communicating with students and families; and**

3. **Raise awareness of the positive and negative outcomes that may result in using these tools with students.**

With these things in mind, the following guidelines have been established:

Electronic communication with students and families should always be **T**ransparent, **A**ccessible and **P**rofessional as defined below:

1. **The communication is transparent.** – ALL electronic communication between staff and students and families should be transparent. As a public-school district, we are expected to maintain openness, visibility and accountability with regards to all communications.

2. **The communication is accessible.** - ALL electronic communication between staff and students and families should be considered matter of public record, part of the District archives, and/or may be accessible by others, including law enforcement authorities, ***even if the communication takes place on a personal device***.

3. **The communication is professional.** – **ALL** electronic communication from staff to student should be written as a professional representing Wadsworth City Schools. This includes word choices, tone, grammar and subject matter that model the standards and integrity of our school district. Staff members should always choose words that are courteous, conscientious, and generally businesslike in manner.

If your communication meets all three of the criteria above, then it is likely that the methods of communicating with students that you are choosing are appropriate and acceptable.

ACCEPTABLE COMMUNICATIONS METHODS

Progress Book - Teachers will be able to communicate directly with students and parents regarding information related to real-time grades, attendance, comments, assignments, and much more right from their grade books.

District Email - Use of District email is always a very appropriate way to communicate directly with students and parents for school-related information. District email provides the staff member with a record of the communication. For this reason, only the district-provided email system should be used.

School Websites - The use of these District-provided tools is strongly encouraged. Their accessibility is ubiquitous and their content is highly transparent.

MOODLE, GOOGLE CLASSROOM, (or similar websites) - With Moodle, Google Classrooms and other similar websites, teachers can provide some of the same types of communication that commercial social media websites provide while also providing access to your curriculum beyond your classroom walls. These sites allow for effective online learning by supporting online discussions, secure chat rooms, online delivery of assessments, and the sharing of documents, images and other media, all in a secure, password protected environment housed entirely on District equipment. All of the content is backed up and directly accessible. Unlike Facebook, such websites meet all three of the TAP criteria detailed above.

LESS ACCEPTABLE COMMUNICATION METHODS

Text Messaging - Nearly every student has a cell phone today and use of text messaging is rising sharply. This form of communication is typically between individuals and highly personal. If a teacher/coach/sponsor plans to use texting for immediate and urgent contact with students/team members, they must be *transparent* about such use. He/she must make parents aware at the beginning of the school year or season that he/she may use texting to communicate with students. If the teacher/coach/sponsor is using his/her personal cell phone, parents will have the opportunity to opt their child/children out of receiving text messages from the teacher/coach/sponsor.

Staff members should be aware that text messaging between a staff member and an individual student can easily be misinterpreted by a student, parent, district personnel, or the police. Since texting is such a quick and convenient way of communication, a simple message may lead to an extended texting conversation that can get "off topic".

When texting a Wadsworth student/s while the bargaining unit member is performing job related duties as an employee of the District an app, such as Remind, should be used so that the staff members personal cell-phone number doesn't appear. Such apps also allow for appropriate safe guards to be set up for the texting conversations that must occur (hours permitted, ability for the recipient to respond to, or initiate, a conversation, etc.).

The Board will explore the purchase of mobile phones, to be used on field trips by teachers.

UNACCEPTABLE COMMUNICATIONS METHODS

Non-District Email Accounts – Bargaining unit members/Coaches should never use personal email accounts to communicate with students about school matters.

Online Games and Related Activities – While many people enjoy a variety of gaming systems (Wii, Xbox, etc.) and recreational websites that allow them to compete with others through the Internet, it is recommended that no staff member will knowingly engage in online games or related activities with students who the bargaining unit member only has contact as a result of his/her employment with the District.

USING SOCIAL MEDIA SITES (FACEBOOK, TWITTER, INSTAGRAM, ETC.)

Staff members who are presently using Social Media sites to communicate with friends, family and their personal networks, should ensure that their privacy settings are set to "Only Friends." If the "Friends of Friends" or "Networks and Friends" settings are used, staff members open their content to a much larger group of people, including students and parents.

Teachers should use common sense and good judgment when interacting/communicating with Wadsworth students on social media sites. The wall between the role of a public educator and personal friendships with students should always be visible and strongly communicated.

Wadsworth City School District Board of Education Policies, Administrative Guidelines and the Licensure Code of Professional Conduct for Ohio Educators

Staff members are reminded that there are a number of Wadsworth City School District Board of Education policies and administrative guidelines that address appropriate communication with parents and students. In addition, staff members are reminded that the Ohio Department of Education's *Licensure Code of Professional Conduct for Ohio Educators* contains guidance on appropriate communications and relationships with students.

Consensus Statement: College Credit Plus

During the negotiations process of 2017, the parties discussed the following regarding the CCP program:

1. Every effort will be made to ensure that no bargaining unit position shall be eliminated or reduced, and no bargaining unit member shall be displaced due to the District's requirement to participate in the CCP program.

2. The District will adhere to the Ohio Revised Code, Ohio Administrative Code, Ohio Department of Education and/or Ohio Department of Higher Education guidelines regarding College Credit Plus requirements; however, the terms of this Contract shall prevail regarding bargaining unit member rights and responsibilities when participating in the program. If changes are required due to a change in Ohio Revised Code, the parties will meet to bargain the effects of the changes in law.

Consensus Statement on Special Education Workload

It is the intention of the District to utilize a workload calculation for special education service providers in determining each provider's caseload, as long as this is required by Ohio Administrative Code.

Consensus Statement on Pre-Employment Drug Testing

The concept of pre-employment drug testing for bargaining unit positions was discussed during collective bargaining in February and March of 2017. Both the Wadsworth Education Association and the Wadsworth Educational Support Personnel Association have stated that the issue does not need to be collectively bargained because the individual/s under consideration for drug testing are not current members of either bargaining unit. It is understood the Wadsworth City School District Board of Education may decide to move forward with pre-employment drug testing for bargaining unit positions under the understanding contained within this consensus statement.

It is recognized that applicants for any bargaining unit position/s may be subject to drug testing after they are offered a job, but before their employment has commenced, with the Board of Education.

If the initial drug screening shows a confirmed positive result for which there is no current physician's prescription, a second confirming drug test will be required by the Board.

If a second confirmed positive result is returned, any job offer, even if employment with the Board has begun, will be revoked by the Board of Education.

This pre-employment drug testing in no way impacts bargaining unit members of either bargaining unit employed prior to July 1, 2017.

This consensus statement does not apply to current or future transportation employees in relation to state and/or federal requirements for drug and alcohol testing of CDL license holders, as detailed in Wadsworth City School District Board of Education Policy 4162, Drug and Alcohol Testing of CDL License Holders.

Consensus Statement on Half-Day Kindergarten

This is null and void as a matter based on half-day kindergarten not being offered. The language is preserved should the Board return to half-day kindergarten.

9.01B1a

Kindergarten teachers who teach two (2) one-half day sessions on request will have an additional one (1) full day for conferences during regular work hours, with a substitute provided.

Consensus Statement on Preservation of Fair Share Fee Language

This is null and void as a matter of law based on Supreme Court decision in *Janus v. AFSCME, Council 31.585 U.S.* (2018) and will not be implemented, but is preserved should the law change in future years.

AGENCY FEE

A. Right to Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such nonmembers during the term of this Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Board Treasurer on or about January 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. Payroll deduction of such annual Fair Share Fees shall begin at the first payroll period of February, except that no Fair Share Fee deductions shall be made for bargaining unit members employed after January 1.

b. Upon termination of membership during the membership year, the Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. Section 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each bargaining unit member who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employer

a. If an employee files an action to contest payment of the service fee, the Board shall pay the money into an escrow account pending resolution of the suit.

b. The Association on behalf of its and the OEA and NEA agrees to indemnify the Board, including each of its members, officers, employees and agents in both their individual and official capacities, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

(1) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed;

(2) The Association shall reserve the right to designate counsel to represent and defend the employer;

(3) The Board agrees to: (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or
(c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

(4) The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to Court order) or misapplies such Fair Share Fee provision herein.

(5) In event the Board elects to choose its own counsel, the Association shall have no obligation to reimburse the Board for attorney's fees. However, the Association shall still be obligated to reimburse the Board for any judgment against it if a Court finds that the collection of the service fee or the rebate procedure or application of it was unlawful.

5.04B4

When applicable, the Fair Share Fee shall be deducted in lieu of dues, as provided in Section 4.07A.1, whether or not the bargaining unit member has submitted a written authorization.

Consensus Statement on Co-Teaching

It is the intention that the district administrator(s) will:

- Notify a member of a co-teaching assignment as soon as possible;
- Meet with the co-teaching partners to discuss what type of professional development is needed by the team;
- Provide professional development to co-teaching partners as soon as possible. The co-teaching partners will attend the professional development together; and
- Provide ongoing support and resources, as needed.

Gmail by Google

Hill (Superintendent), Andrew <ahill@wadsworthschools.org>

RE: Pre-Employment Drug Test Numbers

1 message

Ford, Jeremy <FordJ@summahealth.org>
To: "Hill (Superintendent), Andrew" <ahill@wadsworthschools.org>

Tue, Feb 18, 2020 at 9:50 AM

Hi Dr. Hill,

We would love the opportunity to serve the employees of Wadsworth City Schools. We can honor the current pricing you are receiving from your provider as detailed below:

- $35 for Non-DOT drug screen collections with no additional MRO charges
- $45 for DOT drug screen collections with no additional MRO charges
- $25 for Breath Alcohol Screening Tests
- $25 for Breath Alcohol Confirmation tests
- $100 DOT random consortium (annual fee)
    - $75 one time start-up fee for data integration

Since Wadsworth is not part of the Drug Free Safety Program, it is not required to have a SAMHSA certified lab for non-DOT collections. We can use our Summa expanded panel for all non-DOT collections, please see below. Please let me know if you have any additional questions. Thank you for the opportunity to provide pricing and services for your employees. I look forward to hearing back from you.

Drugs	Summa Lab Screening cutoff	Summa Lab Confirmation cutoff
Amphetimines	500	250
Methamphetimines		250
MDMA		
MDA		
MDEA		
Opiates	2000	2000
Codeine		2000
Morphine		2000
Hydrocodone	300	100
hydormorphone	300	100

Oxycodone	100	100
Cocaine	150	100
PCP	25	25
THC	50	15
Methadone	300	300
Barbituates	200	
Benzodiazepines	200	300
Propoxyphene*	NA	NA
6-Acetylmorphine	10	send out
Cotinine	500	500
Phencyclidine		

*Propoxyphene was taken off the market years ago and is no longer tested by Summa lab

Jeremy Ford, MBA, AT, CEAS II

Manager, Summa Health Corporate Health, Employee Health & Sports Medicine

Summa Health

1860 State Road I Suite F I Cuyahoga Falls, OH 44223

p 330.940.5730 f 330.940.5771

fordj@summahealth.org



Caution: This email originated outside of Summa Health.

Don't Click that Link or download any attachment unless you recognize the sender and know the content is safe.

STATEMENT OF WORK

Project Name:	Wadsworth Schools O365 Set Up	**Seller Representative:** Mark Silversten 4405917718 marksil@cdwg.com
Customer Name:	WADSWORTH CITY SCHOOL DISTRICT	
CDW Affiliate:	CDW Government, LLC.	
Date Requested:	April 6, 2020	**Solution Architect:** Ed Mallon _____
Seller Services Manager:	Wayne Hess	
Version:	1	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the date this SOW is signed by both parties (the "**SOW Effective Date**") by and between the undersigned, CDW Government, LLC. ("**Provider**", "**Seller**" and "**we**") and WADSWORTH CITY SCHOOL DISTRICT ("**Customer**" and "**you**").

PROJECT DESCRIPTION

PROJECT SCOPE

Subject to the other provisions of this SOW, Seller will perform the following services:

1. Deploy Microsoft Azure AD Connect on an on-premises server and configure to sync Microsoft Active Directory Domain Services identities into Customers Azure Active Directory tenant
    a. Download and run IDfix to assess the readiness of Active Directory
    b. Seller will identify the following errors from IDfix:
        i. Duplicate or invalid attribute errors
        ii. Non-routable Active Directory domain (such as .local)
    c. Ensure Customers AD DS User Principal Name ("UPN") matches the primary destination SMTP address.
    d. Download and install Azure AD Connect using either Express Settings or Customized Settings using the embedded SQL option
    e. Configure Azure AD Connect to sync identities from on-premises Active Directory to Azure Active Directory
2. Provide guidance and knowledge transfer around deployment of Office 365 ProPlus applications to Google Play Store and Chrome Web store

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Service Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**"). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table 2).

The Total Estimated Services Fees of $7,250.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total E[redacted] the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	$215.00	30	$6,450.00
Project Manager – Per Hour	$200.00	4	$800.00
Estimated Totals		**34**	**$7,250.00**

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

EXPENSES

When Seller's personnel are located more than 50 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller's personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of $85/hour. Seller will make efforts to schedule appropriate personnel from Seller's offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller's ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

4/6/2020 when requested by the Customer MB

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personnel information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**").

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of SOW Services", accessed via the "Terms & Conditions" link at www.cdwg.com (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government, LLC.

By: _____
Signature

Name: _____

Date: _____

Mailing Address:
230 N. Milwaukee Avenue, Vernon Hills, IL. 60061

☐ The following PSM has given approval:
Wayne Hess

WADSWORTH CITY SCHOOL DISTRICT

By: _____
Signature

Name: _____

Date: _____

Mailing Address:
Street: _____
City/ST/ZIP: _____

Billing Contact:
Street: _____
City/ST/ZIP: _____

☐ A purchase order for payment hereunder is attached.
☐ A purchase order is not required for payment hereunder.

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Table 1 – Customer-Designated Locations

Location(s)	Service(s)		
Wadsworth City Schools 524 Broad Street Wadsworth, OH 44281	☐ Assessment ☐ Configuration ☐ Design	☐ Implementation ☐ Project Management ☐ Staff Augmentation	☐ Support ☐ Training ☑ Custom Work

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
001-0000	GENERAL FUND:	$ 16,312,914.22	$ 4,318,151.78	$ 46,251,987.62	$ 3,786,226.65	$ 35,877,970.87	$ 26,686,930.97	$ 3,145,566.64	$ 23,541,364.33
001-9000	GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-9001	GENERAL FUND: ADVERTISING /FACILITIES ACCOUNT	33,376.60	0.00	25,290.74	2,251.17	9,525.61	49,141.73	1,528.83	47,612.90
001-9002	GENERAL FUND: FOOD SERV. DONATIONS	(1,922.78)	1,570.55	3,524.40	0.00	0.00	1,601.62	0.00	1,601.62
001-9094	GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001-920R	GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
002-0000	BOND RETIREMENT SERIES 98,99,00 ISSUES	2,692,479.12	249,890.00	2,370,618.08	0.00	2,352,778.15	2,710,319.05	0.00	2,710,319.05
002-9000	BOND RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
002-9100	BOND RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
002-9200	BOND RETIREMENT - ENERGY CONSERVATION 2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
002-9300	BOND RETIRE LIBRARY 2001	450,826.22	39,040.00	370,393.92	0.00	380,518.40	440,701.74	0.00	440,701.74
002-9400	BOND RETIRE: 2008 BONDS ($65,650,000)	2,770,601.98	460,730.00	4,370,848.68	0.00	2,834,779.73	4,306,670.93	0.00	4,306,670.93
002-9500	BOND RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
003-0000	PERMANENT IMPROVEMENT LEVY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
003-900C	COMMUNITY CENTER ENTERPRISE FUND	166,307.88	0.00	37,345.58	1,059.40	3,794.90	199,858.56	2,240.60	197,617.96
003-900S	SUMMA HOSPITAL ENTERPRISE FUND	40,541.02	0.00	7,149.40	0.00	0.00	47,690.42	0.00	47,690.42
004-0000	CONSTRUCTION FUND	(2,101,376.88)	0.00	0.00	0.00	1,179.85	(2,102,556.73)	0.00	(2,102,556.73)
004-900C	BUILDING FUND: CITY OF WADS. COMM. CENTER	2,108,758.76	0.00	0.00	0.00	3,805,847.68	(1,697,088.92)	7,381.88	(1,704,470.80)
004-900H	BUILDING FUND: WRH SUMMA MED. OFFICE BLDG.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
006-0000	FOOD SERVICES	906,837.08	64,092.62	617,637.80	78,496.70	611,531.48	912,943.40	248,920.62	664,022.78
006-9001	FOOD SERVICE FEDERAL AWARD:	0.00	59,124.50	457,285.20	33,244.22	308,155.49	149,129.71	0.00	149,129.71
007-0000	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
007-900S	SAFETY TOWN FUND	3,685.03	0.00	4,720.00	0.00	5,115.46	3,289.57	85.91	3,203.66
007-9091	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
007-9092	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
007-955C	SPECIAL TRUST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
009-0000	UNIFORM SCHOOL SUPPLIES FUND	18,948.50	1,627.00	49,093.55	714.33	8,424.51	59,617.54	30,316.17	29,301.37
010-900L	OSFC LOCAL SHARE	6,229,840.45	0.00	0.00	0.00	5,029.32	6,224,811.13	0.00	6,224,811.13
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)
011-0000	C.T. CUSTOMER SERVICE FUND	1,696.69	0.00	149,492.28	7,261.50	137,846.80	13,342.17	38,342.19	(25,000.02)
011-9001	C.T. CUSTOMER SERV AUTOMOTIVES	(591.26)	111.70	3,226.68	1,275.19	4,194.72	(1,559.30)	7,896.34	(9,455.64)

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
011-9002	C.T. CUSTOMER SERV JR CARPENTRY	$ 1,850.15	$ 3,179.75	$ 17,879.26	$ 3,104.20	$ 22,898.96	$ (3,169.55)	$ 16,622.04	$ (19,791.59)
012-0000	ADULT/COMMUNITY EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
013-900C	COMMUNITY CENTER/WHS OPERATING FUND	27,126.93	0.00	40,131.03	3,917.79	17,557.62	49,700.34	23,296.15	26,404.19
014-0000	FOUR CITIES CAREER TECH COMPACT FUND	108,617.22	0.00	0.00	21,463.74	198,133.39	(89,516.17)	28,212.15	(117,728.32)
014-9001	FOUR CITIES: FIRST PROGRAM (NORTON)	(0.03)	0.00	0.00	0.00	0.00	(0.03)	0.00	(0.03)
014-9089	ROTARY-INTERNAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
017-0000	LIBRARY CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	0.00	148.93	0.00	(448.65)	8,228.06	1,270.16	6,957.90
018-974B	DISTRICT SPIRIT COMMITTEE FUND	6,068.50	0.00	30.00	0.00	0.00	6,098.50	0.00	6,098.50
018-974C	CENTRAL INTERMEDIATE PRINCIPAL FUND	16,938.39	0.00	11,635.86	841.64	14,890.28	13,683.97	4,891.74	8,792.23
018-974K	HURRICANE KATRINA RELIEF FUND (2005)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-974T	TRANSPORTATION 018 ACCOUNT	2,000.59	0.00	256.85	0.00	176.63	2,080.81	373.37	1,707.44
018-975F	FRANKLIN SCHOOL PRINCIPAL'S FUND	5,767.53	2,965.05	33,630.06	3,995.00	14,922.92	24,474.67	7,105.99	17,368.68
018-976I	ISHAM SCHOOL PRINCIPAL'S FUND	2,467.70	64.00	31,606.48	367.83	25,447.52	8,626.66	5,394.04	3,232.62
018-977L	LINCOLN SCHOOL PRINCIPAL'S FUND	10,994.97	358.61	10,763.35	0.00	11,480.56	10,277.76	7,639.61	2,638.15
018-978O	OVERLOOK SCHOOL PRINCIPAL'S FUND	1,077.89	0.00	10,488.75	89.11	10,105.19	1,461.45	3,827.05	(2,365.60)
018-979L	PUBLIC SCHOOL SUPPORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
018-979V	VALLEY VIEW PRINCIPAL'S FUND	5,863.59	456.00	7,480.98	221.23	6,636.26	6,708.31	1,914.71	4,793.60
018-980D	WMS: DOLLARS FOR DENIM PAY IT FORWARD	791.22	0.00	305.00	0.00	0.00	1,096.22	790.93	305.29
018-980M	WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND	3,002.22	265.00	20,137.58	1,661.32	14,618.01	8,521.79	8,661.27	(139.48)
018-981D	WHS: DOLLARS FOR DENIM PAY IT FORWARD	1,134.06	110.00	2,303.95	0.00	0.00	3,438.01	0.00	3,438.01
018-981H	HIGH SCHOOL PRINCIPAL'S FUND	3,605.20	681.00	22,314.40	926.68	19,886.29	6,033.31	7,358.07	(1,324.76)
019-0000	MHJ GRANT: S KURT MATH WHS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9006	MEDINA CTY SHARE CLUSTER (B.BEAL)	0.00	0.00	10,277.67	0.00	2,680.54	7,597.13	1,887.25	5,709.88
019-9007	MED CTY CRISES RESPONSE TEAM (B.BEAL)	0.00	0.00	16,628.83	0.00	5,111.29	11,517.54	1,830.61	9,686.93

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
019-9008	MCDAC GRANT FY 2008	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
019-9010	MCDAC GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9012	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9016	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9017	TECH PREP: NURSING - EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9018	TECH PREP: FIRE/EMT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9019	TECH PREP: NURSING PICNIC / OTHER PICNIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-901G	WGCF: MINDFUL MUSIC CLOONON 2019	850.00	0.00	0.00	0.00	0.00	850.00	850.00	0.00
019-9020	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9024	TECH PREP: FIRE, ATH/HLTH TRAINING, NURSING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-902G	WGCF: WORKBENCH/TOOLKIT CROOKES 2019	114.52	0.00	0.00	0.00	109.86	4.66	4.66	0.00
019-903G	WGCF: GRAPH CALC WHS MATH 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-904G	WGCF: SUMMER READING SCHMELTZER 2019	1,820.00	0.00	0.00	0.00	1,433.15	386.85	0.00	386.85
019-905G	WGCF: FLEX SEATNG LINN 2019	1,000.00	0.00	0.00	0.00	936.34	63.66	0.00	63.66
019-906G	WGCF: 3M GRANT STEM CLUB FRANKLIN	0.00	0.00	6,500.00	0.00	0.00	6,500.00	0.00	6,500.00
019-907G	WGCF: WELL BEING STUDIO GUNN ISHAM 2020	0.00	0.00	3,500.00	0.00	167.41	3,332.59	3,790.20	(457.61)
019-908G	WGCF: SENSORY ROOM WILSON 2020	0.00	0.00	2,500.00	0.00	2,469.00	31.00	0.00	31.00
019-9090	DOLLAR GENERAL SUMMER READING GRANT 2019	2,000.00	0.00	0.00	0.00	1,990.65	9.35	0.00	9.35
019-9091	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9092	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9093	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9094	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9097	MCDAC GRANT FY 97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9098	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-909G	WGCF: STEAM VV LIBRARY OWENS VV 2020	0.00	0.00	2,487.89	0.00	0.00	2,487.89	0.00	2,487.89
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
019-9102	MHJ GRANT: TITUS READING GRANT FY15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9103	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9104	GPD STEM GRANT: JESSICA CHADA FRANKLIN	1,000.00	0.00	0.00	0.00	1,001.37	(1.37)	23.20	(24.57)
019-9105	MHJ GRANT: 7 MINDSETS PD 5-8 GRANT	0.00	0.00	12,500.00	0.00	12,500.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
019-9106	LUKE ENG GRANT: MAKERS SPACE V.V.	$ 3,845.49	$ 0.00	$ 0.00	$ 61.33	$ 2,017.41	$ 1,828.08	$ 319.99	$ 1,508.09
019-9107	MHJ GRANT: STEM CAMP	0.00	12,119.22	12,119.22	0.00	12,119.22	0.00	0.00	0.00
019-9108	STEM CAMP LOCAL GRANTS / DONATIONS	14,401.00	4,230.74	6,120.74	0.00	20,521.74	0.00	0.00	0.00
019-9109	STEM CLB GRATN ALCOLA FY2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-910G	WGCF: ROBOTICS CAMP SHALALA 2020	0.00	0.00	2,250.00	0.00	0.00	2,250.00	0.00	2,250.00
019-9110	PIZZA HUT BOOK IT GRANT: E PETIT (2017)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9111	FOOD SERVICE: AMERICAN DAIRY ASSOC GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9114	BELIEVE IN OHIO GRANT WHS (FY2016)	418.44	0.00	0.00	0.00	292.60	125.84	242.99	(117.15)
019-911G	WGCF: LIBRARY CLAYPOOL LINCOLN 2020	0.00	0.00	1,913.41	0.00	1,885.61	27.80	0.00	27.80
019-912G	WGCF: ELA BOOKS L.SMITH WHS 2020	0.00	0.00	1,000.00	0.00	0.00	1,000.00	1,134.74	(134.74)
019-9131	DEPARTMENT OF NATURAL RESOURCE - GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-913G	WGCF: WMS COURTYARD P JURY WMS 2020	0.00	0.00	1,000.00	0.00	0.00	1,000.00	1,000.00	0.00
019-914G	WGCF: GRIZZLY GRP MENTORING GOOD WHS 2020	0.00	0.00	500.00	0.00	0.00	500.00	0.00	500.00
019-918M	MCDAC GRANT FY 18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9191	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9192	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9198	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9199	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-919M	MCDAC GRANT FY 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9201	TECH PREP: MARKETING BARBERTON	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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
019-9203	MHJ GRANT: 6+1 TRAITS BENNETT/JOHNSON	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9204	MHJ GRANT: POWER READING CROOKES -FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9225	WMS CLINICAL RM ECOSYSTEM GRANT P. JUREY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9226	GPD GRANT: V.V SENSORY ROOM - HASSINGER 2019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9299	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9301	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9302	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9303	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
019-9304	OTHER GRANT	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
019-9305	TECH PREP: MARKETING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9306	GENE HAAS: FOUNDATION CAREER TECH SCHOLARSHIP	600.00	0.00	0.00	0.00	0.00	600.00	0.00	600.00
019-9307	HAAS FOUNDATION PD GRANT (FY20)	0.00	0.00	5,000.00	0.00	3,251.18	1,748.82	461.09	1,287.73
019-9308	ISHAM WEATHER CLINICAL RESEARCH GRANT	960.29	0.00	0.00	0.00	960.00	0.29	0.00	0.29
019-9401	MHJ GRANT: SCHMELTZER LITERATURE FY 14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9402	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9403	SME PRIME: SCHOOL GRANT	19,546.54	0.00	0.00	0.00	0.00	19,546.54	947.72	18,598.82
019-9404	TECH PREP: NETWORKING TECHNOLOGY	583.52	0.00	0.00	0.00	549.16	34.36	0.00	34.36
019-9405	TECH PREP: BUSINESS TECH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9406	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9407	TECH PREP: ATHLETIC, HEALTH CARE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9408	TECH PREP: ADVANCEMENT TO NURSING GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9501	WMS PRINCIPALS GROUP: JACKSON	1,012.40	0.00	1,275.00	0.00	745.59	1,541.81	1,599.71	(57.90)
019-9502	SAFE ROUTE TO SCHOOLS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9503	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9504	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9505	WADSWORTH SCHOOLS: 135TH FY 2006 (1870)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9506	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9507	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9508	TECH PREP: FIRE/EMT-CRIM. JUSTICE (BARB.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9509	HEALTH EDUC. MINI GRANT (C.COLLINS) WELLNESS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9601	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9602	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9603	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9604	TECH PREP: FY06 AUTOMOTIVE TECH PREP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9605	TECH PREP: FY06 WEB PROGRAMING TECH PREP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9606	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9607	CAMP CAN DO: S SCHROCK SUMMER 2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9701	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9702	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

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Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
019-9703	OTHER GRANT	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
019-976I	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-977L	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-978O	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9801	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9802	TECH PREP: MARKETING ALL SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9803	TECH PREP: MARKETING - BARBERTON	4,000.00	0.00	0.00	682.50	2,106.66	1,893.34	450.00	1,443.34
019-9804	WMS: CARE TEAM AFTER SCHOOL PROGRAM	(141.12)	0.00	0.00	0.00	5,090.51	(5,231.63)	2,909.49	(8,141.12)
019-9805	ODNR FISHING CLUB GRANT (SHIARLA)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9806	TECH PREP: FY08 MARKETING WADSWORTH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9807	TECH PREP: FY08 MARKETING COPLEY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9808	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9809	TECH PREP: FY08 TEACHER AID PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9810	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9811	TECH PREP: IT CISCO GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9812	TECH PREP: MARKETING (WADS / NORT / COP)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9813	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-981H	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9901	TECH PREP: FY09 J VANKIRK COMPUTER TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9902	TECH PREP: COMPASS TESTING - TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9903	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9904	OHIO DEVELOPMENT DISABILITIES COUNCIL-SAYRE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9905	LOWES GRANT--VALLEY VIEW	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
019-9906	OTHER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
020-0000	BEAR CUB ACADEMY	67,684.28	11,221.33	178,506.36	22,297.50	185,278.21	60,912.43	18,211.12	42,701.31
022-0000	C.I./A.I.M.S PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-901H	JOHN AUL MEMORIAL	61.99	0.00	0.00	0.00	0.00	61.99	0.00	61.99
022-9090	L & J FUND ORIGINAL CONTRIBUTIONS	13,168.49	0.00	9,000.00	0.00	6,216.00	15,952.49	215.00	15,737.49
022-9091	L & J FUND: FIELD TRIP FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9512	OHSAA TOURNAMENT: BOYS BASKETBALL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9513	OHSAA TOURNAMENT: BOYS SOCCER	0.00	0.00	678.00	0.00	642.53	35.47	342.00	(306.53)
022-9516	OHSAA TOURNAMENT:	0.00	0.00	14,447.00	0.00	14,291.93	155.07	4,514.24	(4,359.17)

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	FOOTBALL								
022-9517	OHSAA TOURNAMENT: BOYS LACROSSE	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
022-9528	OHSAA TOURNAMENT: WRESTLING	0.00	4,885.75	7,645.75	6,207.19	6,504.69	1,141.06	1,173.25	(32.19)
022-9532	OHSAA TOURNAMENT: GIRLS BASKETBALL	0.00	0.00	0.00	266.37	854.37	(854.37)	220.00	(1,074.37)
022-9533	OHSAA TOURNAMENT: GIRLS SOCCER	0.00	0.00	1,063.00	0.00	0.00	1,063.00	0.00	1,063.00
022-9534	OHSAA TOURNAMENT: SOFTBALL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-9536	OHSAA TOURNAMENT: GIRLS LACROSSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-974C	L&J FUND CIS FIELDTRIPS	828.43	0.00	10,000.00	0.00	0.00	10,828.43	5,056.32	5,772.11
022-975F	L&J FUND FRANKLIN FIELDTRIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-976I	L&J FUND ISHAM FIELDTRIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
022-977L	L&J FUND LINCOLN FIELDTRIPS	3,045.24	0.00	0.00	0.00	0.00	3,045.24	1,600.00	1,445.24
022-978O	L&J FUND OVERLOOK FIELDTRIPS	673.79	0.00	0.00	0.00	0.00	673.79	450.00	223.79
022-979V	L&J FUND VALLEY VIEW FIELDTRIPS	3,658.21	0.00	0.00	124.52	1,958.13	1,700.08	193.60	1,506.48
024-0000	WCSD EMPLOYEE BENEFITS INSURANCE FUND	38,736.11	22,478.39	197,583.12	11,919.42	201,606.56	34,712.67	105,898.45	(71,185.78)
025-9096	COMPUTER NETWORK CLASS 'A'SIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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
029-9003	EDUCATION FOUNDATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
029-9004	EDUCATION FOUNDATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
029-9005	KAHL, WILLIAM SR AND RUTH WHS SCHOLARSHIP	15,750.07	0.00	0.00	0.00	(1,650.00)	17,400.07	1,132.00	16,268.07
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	847.58	23,230.25	273.50	22,956.75
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
029-9009	GEORGE ZITO SCHOLARSHIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
029-917H	EDUCATION FOUNDATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
034-0000	CLASSROOM FACILITIES	2,393,013.92	0.00	0.00	5,775.00	297,861.65	2,095,152.27	16,200.00	2,078,952.27

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	MAINTENANCE FUND								
071-0000	SALES TAX: PERM. IMPROVEMENTS FUND	$ 2,403,018.49	$ 0.00	$ 1,735,972.19	$ 11,870.87	$ 1,296,815.05	$ 2,842,175.63	$ 187,740.67	$ 2,654,434.96
200-900W	CLASS OF 2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-901W	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-902H	GRIZZLY RPG CLUB (ROLL PLAYING GAME)	0.00	0.00	421.00	0.00	290.50	130.50	159.50	(29.00)
200-902W	CLASS OF 2002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-903H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-903W	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-904H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-904W	CLASS OF 2004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-905W	CLASS OF 2005	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-906H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-906W	CLASS OF 2006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-907H	WEB PROGRAMMING AND DESIGN	249.86	0.00	0.00	0.00	0.00	249.86	0.00	249.86
200-907W	CLASS OF 2007	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-908H	ROTARY INTER-ACT: YOUTH ROTARY CLUB	70.99	0.00	0.00	0.00	0.00	70.99	65.00	5.99
200-908W	CLASS OF 2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-909H	CADD STUDENT ACTIVTY ACCOUNT	(325.84)	0.00	0.00	0.00	0.00	(325.84)	0.00	(325.84)
200-909W	CLASS OF 2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-910H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-910W	CLASS OF 2010	215.44	0.00	0.00	0.00	0.00	215.44	0.00	215.44
200-911H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-911W	CLASS OF 2011	20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00
200-912H	FRENCH CLUB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-912W	CLASS OF 2012	20.00	0.00	0.00	0.00	0.00	20.00	0.00	20.00
200-913A	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913B	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913C	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913D	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-913W	CLASS OF 2013	156.48	0.00	0.00	0.00	0.00	156.48	0.00	156.48
200-914C	ROOTS AND SHOOTS CENTRAL INTERMEDIATE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-914H	S.A.D.D. WADSWORTH HIGH SCHOOL	(192.38)	0.00	0.00	0.00	0.00	(192.38)	0.00	(192.38)
200-914M	TAGG - WADSWORTH MIDDLE SCHOOL	763.93	0.00	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	0.00	122.04	0.00	122.04
200-915H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-915W	CLASS OF 2015	198.07	0.00	0.00	0.00	0.00	198.07	0.00	198.07

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
200-916H	LATIN CLUB	$ 2.60	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 2.60	$ 0.00	$ 2.60
200-916W	CLASS OF 2016	(1,368.72)	0.00	0.00	0.00	0.00	(1,368.72)	0.00	(1,368.72)
200-917H	H.S. SCIENCE CLUB	309.68	0.00	0.00	0.00	0.00	309.68	347.54	(37.86)
200-917W	CLASS OF 2017	1,934.44	0.00	0.00	0.00	0.00	1,934.44	0.00	1,934.44
200-918H	ACADEMIC CHALLENGE	1,961.83	0.00	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	0.00	1,669.08	0.00	1,669.08
200-919H	SPEECH AND DEBATE TEAM	337.38	4,555.51	14,587.47	0.00	10,690.43	4,234.42	10,959.58	(6,725.16)
200-919W	CLASS OF 2019	3,195.57	0.00	0.00	0.00	0.00	3,195.57	28.00	3,167.57
200-920H	N. H. S.	798.65	0.00	1,462.50	375.00	626.60	1,634.55	600.50	1,034.05
200-920W	CLASS OF 2020	3,661.75	425.00	5,978.50	0.00	0.00	9,640.25	11,790.00	(2,149.75)
200-921H	F.C.C.L.A.	1,010.21	0.00	0.00	0.00	0.00	1,010.21	0.00	1,010.21
200-921W	CLASS OF 2021	576.87	0.00	0.00	0.00	0.00	576.87	0.00	576.87
200-922H	PEP CLUB	272.63	0.00	0.00	0.00	0.00	272.63	0.00	272.63
200-922W	CLASS OF 2022	1,370.38	0.00	0.00	0.00	0.00	1,370.38	0.00	1,370.38
200-923H	INTERNATIONAL CLUB (FOREIGN LANGUAGES)	5,236.30	1,631.00	2,034.00	1,709.34	2,367.98	4,902.32	609.56	4,292.76
200-923W	CLASS OF 2023	770.42	0.00	59.00	0.00	0.00	829.42	0.00	829.42
200-924C	CENTRAL INTERMEDIATE STUDENT COUNCIL	1,515.71	0.00	3,132.80	302.02	2,756.47	1,892.04	1,185.76	706.28
200-924H	STUDENT COUNCIL	13,191.33	100.00	18,726.00	1,000.00	15,050.18	16,867.15	14,799.45	2,067.70
200-924I	ISHAM STUDENT COUNCIL	544.79	0.00	0.00	0.00	325.00	219.79	0.00	219.79
200-924M	WADSWORTH MIDDLE STUDENT COUNCIL	685.26	0.00	574.00	360.00	541.86	717.40	96.00	621.40
200-924W	CLASS OF 2024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-925H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-925W	CLASS OF 2025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-926H	D. E. C. A.	5,974.54	950.00	5,975.50	331.96	4,863.96	7,086.08	12,570.66	(5,484.58)
200-927H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-928H	C.B.I.P.	179.82	0.00	0.00	0.00	0.00	179.82	0.00	179.82
200-929H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-930H	GRIZZLY GRIND COFFEE CLUB	482.45	85.00	1,214.00	0.00	795.32	901.13	2,279.43	(1,378.30)
200-931H	MEDIA COMMUNICATIONS WHS	566.76	0.00	0.00	0.00	0.00	566.76	229.50	337.26
200-932H	WHS SPECRUM CLUB	0.00	0.00	40.00	0.00	0.00	40.00	0.00	40.00
200-932S	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-933H	TEACHER AIDES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-934H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-935H	GRIZZLY LEADER ACADEMY (WHS)	0.00	0.00	600.00	0.00	0.00	600.00	0.00	600.00
200-936H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-941H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-945H	AUTOMOTIVES	1,117.87	0.00	1,273.22	721.00	533.00	1,858.09	79.00	1,779.09
200-946H	CARPENTRY	2,657.32	0.00	0.00	0.00	75.00	2,582.32	906.50	1,675.82

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200-947H	STUDENT MANAGED ACTIVITY	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
200-948H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-9512	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-951C	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-952C	MIDDLE SCHOOL DRAMA/ MUSICAL CLUB	11,373.71	2,614.00	10,268.00	1,157.75	13,839.75	7,801.96	2,296.78	5,505.18
200-953C	MIDDLE SCHOOL USERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-988H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-993H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-994H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-995H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-996H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-997H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-998H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
200-999H	STUDENT MANAGED ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-0000	WHS ATHLETICS	(19,961.67)	2,048.50	171,825.48	11,526.81	156,012.30	(4,148.49)	66,029.71	(70,178.20)
300-900A	WHS ATHLETICS: BENEFIT GAMES/COMM SERVICE	0.95	0.00	7,662.31	0.00	7,637.31	25.95	500.00	(474.05)
300-900C	WMS ATHLETICS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-900H	WHS BAND UNIFORM REPLACEMENT	2,376.33	0.00	0.00	0.00	854.00	1,522.33	0.00	1,522.33
300-900R	WHS ATHLETICS-ROTARY	(1,343.20)	530.00	17,070.50	(147.57)	16,691.12	(963.82)	22,968.71	(23,932.53)
300-901H	WHS CHOIR ROBE REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-902H	WHS JOURNALISM / BRUIN FUND	7,744.85	0.00	15,794.60	220.00	12,356.21	11,183.24	7,028.63	4,154.61
300-910H	WHS DRAMA FUND	19,732.30	3,655.27	14,631.85	2,454.65	23,398.35	10,965.80	11,459.86	(494.06)
300-911M	WMS FISHING CLUB	95.42	0.00	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	0.00	1,128.97	0.00	1,128.97
300-918H	WHS MUSIC-VOCAL GENERAL CHOIR	8,747.48	12,515.00	74,569.00	3,975.01	66,321.05	16,995.43	22,181.53	(5,186.10)
300-918M	WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT	1,560.52	2,431.00	40,134.85	531.66	32,491.74	9,203.63	10,519.06	(1,315.43)
300-918S	WHS SHOW CHOIR	9,858.08	0.00	982.57	0.00	9,850.00	990.65	0.00	990.65
300-947M	WMS INSTRUMENTAL MUSIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-948C	WMS VOCAL MUSIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	1,900.00	1,900.00	0.00	1,921.03	2,305.51	1,976.00	329.51
300-9512	ATHLETIC CAMPS: BOYS BASKETBALL	6,269.02	0.00	14,212.00	0.00	15,478.62	5,002.40	1,215.03	3,787.37
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	0.00	21,615.00	499.00	36,384.16	2,338.61	1,828.97	509.64
300-9523	ATHLETIC CAMPS: CROSS	682.59	0.00	0.00	0.00	0.00	682.59	0.00	682.59

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	COUNTRY								
300-9528	ATHLETIC CAMPS: WRESTLING	$ (2,623.69)	$ 138.25	$ 321.25	$ 0.00	$ 1,531.99	$ (3,834.43)	$ 2,993.01	$ (6,827.44)
300-9532	ATHLETIC CAMPS: GIRLS BASKETBALL	20,912.43	0.00	1,048.00	0.00	13,220.21	8,740.22	1,742.36	6,997.86
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	651.00	0.00	6,736.34	2,072.47	0.00	2,072.47
300-9544	ATHLETIC CAMPS: GIRLS GOLF FUND	995.00	0.00	0.00	0.00	51.72	943.28	0.00	943.28
300-9546	ATHLETIC CAMPS: GIRLS TENNIS	6,716.57	0.00	0.00	0.00	1,702.51	5,014.06	0.00	5,014.06
300-9552	ATHLETIC CAMPS: BOWLING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-9553	ATHLETIC CAMPS: CHERLEADING	13,529.25	0.00	4,046.00	0.00	10,132.39	7,442.86	660.55	6,782.31
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
300-988H	WHS YEARBOOK/WHISPERER FUND	20,541.51	0.00	6,588.60	0.00	8,425.05	18,705.06	1,919.26	16,785.80
401-9000	AUXILIARY SERVICES (SACRED HEART)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9001	AUXILARY SERVICES (SACRED HEART)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9004	AUXILIARY SERVICES - SACRED HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9005	AUX SERVICE: SACRED HEART FY05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9006	AUXILIARY SERV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9009	AUX SERV SAC HEART	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9019	AUX SERVICES FY19: SACRED HEART	16,267.86	0.00	0.00	0.00	15,837.14	430.72	0.00	430.72
401-9020	AUX SERVICES FY 2020 SACRED HEART	0.00	0.00	230,960.00	6,223.92	132,034.86	98,925.14	66,397.10	32,528.04
401-9089	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9090	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9092	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9093	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9098	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9107	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9108	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
401-9109	AUXILIARY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9093		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9094		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-9095		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
402-9190		$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
409-9097		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
409-9098		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
412-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
412-9093		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
416-9089	TEACHER DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
416-9090	TEACHER DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
416-9091	TEACHER DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
416-9096	PROFESSIONAL DEVELOPMENT BLOCK GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
420-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9089		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9189		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9190		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9285		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
422-9488		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
425-9000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
425-9099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
432-9090	EMIS SUBSIDY OHIO DEPT OF EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
440-0000	ENTRY YEAR PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
447-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
447-9094		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
447-9095		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9000	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9001	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9003	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9005	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9098	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-9101	SCHOOLNET EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-0000	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9002	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9003	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9004	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9006	ONE NET K-12 NETWORK SUBSIDY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
451-9007	DATA COMMUNICATION FUND	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
451-9008	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9009	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9010	DATA COMMUNICATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9019	ONENET: FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451-9020	ONE NET FY 2020	0.00	7,200.00	14,400.00	0.00	0.00	14,400.00	0.00	14,400.00
452-0000	SCHOOLNET PROFESSIONAL DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9002	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9004	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9005	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9006	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
452-9007	SCHOOLNET PROFESS. DEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
455-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
455-9098		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
455-9099		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9004	OHIOREADS VOL COORDINATOR GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9005	OHIOREADS VOL COORDINATOR GRANT FY 05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9006	OHIOREADS VOL COORDINATOR GRANT OV,IS,LN,VV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9007	OHIOREADS VOL COOR GRANT: FY 07 OV,LN,FR,VVIS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9105	OHIOREADS GRANT: FY 05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9750	OHIOREADS VOLUNTEER - FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9752	OHIOREADS CLASSROOM FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9755	OHIOREADS GRANT FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-975F	OHIOREADS - FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9760	OHIOREADS VOLUNTEER - ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9762	OHIOREADS - ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9765	OHIOREADS GRANT ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-976I	OHIOREADS GRANT ISHAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-976O	OHIO READS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-977L	OHIO READS LINCOLN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9782	OHIOREADS OVERLOOK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
459-9785	OHIO READS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	OVERLOOK								
459-978O	OHIO READS OVERLOOK VOLUNTEER	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
460-9001	SUMMER INTERVENTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
460-9004	STUDENT INTERVENTION GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
460-9005	STUDENT INTERVENTION GRANT:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9000	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9004	CAREER DEVELOPMENT (4-CITIES COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9005	CAREER DEVELOPMENT (4-CITIES COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9105	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9106	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9107	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
461-9108	VOCATIONAL EDUC. ENHANCEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
467-9020	STUDENT WELLNESS & SUCCESS FUNDS STATE AIDE	0.00	0.00	99,911.04	15,260.51	84,283.74	15,627.30	0.00	15,627.30
499-9000	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9003	CONFLICT MANAGEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9007	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9016	OHIO CAREER COUNSELING GRANT (COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9017	OHIO CAREER COUNSELING GRANT: FY2017	23,631.21	0.00	0.00	0.00	30.99	23,600.22	3,825.13	19,775.09
499-9018	SECONDARY TRANSITION STUDENT W/ DISABILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9099	LEAD SCHOOL GRANT - VOCATIONAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9116	SCHOOL PSYCH INTERN GRANT FY 16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-919C	OH SCHOOL SAFETY GRANT: 4 CITIES FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-919W	OH SCHOOL SAFETY GRANT: WADSWORTH CSD FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-9200	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
499-920W	OHIO SCHOOL SAFETY GRANT: WADSWORTH CSD FY20	0.00	0.00	20,487.25	0.00	7,000.00	13,487.25	7,700.00	5,787.25
499-9300	CONFLICT MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	GRANT								
499-9303	MISCELLANEOUS STATE GRANT FUND	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
504-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
504-9012	EDUCATION JOBS BILL GRANT FY 2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
506-0000	RACE TO THE TOP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
506-9000	RttT: OILA GRANT OVERLOOK FY 2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
506-9013	RACE TO THE TOP:RESIDENT EDUCATOR REIMB.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
506-9014	RACE TO THE TOP: RESIDENT EDUC. FUNDS FY14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9002		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9089		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9090		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9091		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9092		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9093		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9097		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9098		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
514-9198		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-0000	IDEA-B FED GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9002	TITLE VI B FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9005	ACCESS GRANT @ CIS/WMS: FED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9006	ACCESS GRANT @ CIS/WMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9010	IDEA-B FED GRANT (NON STIMULUS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9019	IDEA-B FED GRANT FY 2019	14,704.78	0.00	189,609.09	0.00	204,313.87	0.00	0.00	0.00
516-9020	IDEA-B FED GRANT FY 2020	0.00	0.00	311,225.62	71,445.01	539,632.63	(228,407.01)	23,076.84	(251,483.85)
516-9088	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9089	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9090	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9091	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9093	IDEA PART B GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-9098	TITLE VI B FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
516-919R	IDEA-B RESTORATION GRANT FY2019	(10,920.78)	0.00	33,194.97	0.00	22,274.19	0.00	0.00	0.00
516-920R	IDEA-B RESTORATION GRANT FY2020	0.00	0.00	32,456.75	10,729.44	62,938.31	(30,481.56)	0.00	(30,481.56)
516-932N	STIMULUS IDEA-B: FY 2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

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Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
516-932O	STIMULUS IDEA-B: FY 2011	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
524-0000	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9008	CARL PERKINS (4-CITIES COMPACT)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9019	CARL PERKINS: FY 2019	0.00	0.00	77,905.46	0.00	77,905.46	0.00	0.00	0.00
524-9020	CARL PERKINS FY 2020	0.00	0.00	62,138.17	12,567.16	100,700.37	(38,562.20)	0.00	(38,562.20)
524-9089	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9090	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9091	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9092	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9093	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9094	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9097	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9098	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9106	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9190	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9191	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9195	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9196	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9288	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9291	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9292	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
524-9388	VOC ED: CARL D. PERKINS - 1984	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
532-932N	STATE FISCAL STABILIZATION FUND (FOUNDATION)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
532-932O	STATE FISCAL STABILIZATION: FY 11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
533-9010	TITLE II D - TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
533-9011	II-D TECHNOLOGY GRANT (CCIP) FY 11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
533-9013	TITLE II D - TECHNOLOGY	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
572-0000	TITLE ONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9019	TITLE ONE FY 2019	0.00	0.00	61,126.93	0.00	61,126.93	0.00	0.00	0.00
572-9020	TITLE I: FY 2020	0.00	0.00	115,691.41	24,249.19	191,551.53	(75,860.12)	0.00	(75,860.12)
572-9089	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9090	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9091	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9092	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9093	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9098	TITLE ONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9197	TITLE I DISADVANTAGED CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-9199	CHAPTER 1 CARRYOVER 95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-932N	TITLE I STIMULUS ALLOCATION FY 2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
572-932O	TITLE I STIMULUS FY11: DISADV. YOUTH SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-0000	TITLE V INNOV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9001	TITLE VI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9002	TITLE VI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9010	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9089	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9090	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9091	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9092	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9093	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9094	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9098	TITLE VI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-9199	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
573-932O	TITLE V INNOVATIVE EDUC PGM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-0000	SAFE & DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9002	SAFE & DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9010	DRUG FREE SCHOOL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
	FUND								
584-9089	DRUG FREE SCHOOL GRANT FUND	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
584-9090	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9091	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9092	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9093	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9094	DRUG FREE SCHOOL GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
584-9098	SAFE & DRUG FREE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
585-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-0000	EARLY CHILDHOOD SPECED, IDEA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9000	IDEA PRESCHOOL-HANDICAPPED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9013	PRESCHOOL GRANT FY 2013 ((HANDICAPPED)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9019	EARLY CHILDHOD PRESCHOOL IDEA FY19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-9020	EARLY CHILDHOOD SPEC ED IDEA FY 20	0.00	0.00	0.00	0.00	412.36	(412.36)	0.00	(412.36)
587-9098	EHA PRESCHOOL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-919R	IDEA- PRESCHOOL RECOVERY GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-920R	IDEA- PRESCHOOL RECOVERY GRANT FY 20	0.00	0.00	3,957.81	1,593.64	9,335.55	(5,377.74)	0.00	(5,377.74)
587-932N	STIMULUS PRESCHOOL: FY10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
587-932O	STIMULUS EARLY CHLD: FY 2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
588-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
589-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-0000	IMPROVING TEACHER QUALITY TITLE II-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9002	CLASS REDUCTION GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9013	IMPROVING TEACH QUALITY FY13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9014	IMPROVING TEACHER QUALITY TITLE II-A	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-9019	TITLE II-A SUPP EFF INST FY 19	3,100.00	0.00	34,777.59	0.00	37,877.59	0.00	0.00	0.00
590-9020	IMPRV. TEAC. QUALITY GRANT FY20	0.00	0.00	0.00	7,373.62	55,302.15	(55,302.15)	943.40	(56,245.55)
599-9015	HEALTHY CUISINE FOR KIDS FOOD SERV. GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

WADSWORTH CITY SCHOOL DISTRICT

Cash Summary Report

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
599-9016	FOOD SERVICE: TEAM UP FOR SUCCESS GRANT	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
599-9019	IV-A STUDENT SUPPORT GRANT FY19	2,077.29	0.00	13,495.21	0.00	15,572.50	0.00	0.00	0.00
599-9020	IV-A STUDENT SUPPORT GRANT FY20	0.00	0.00	0.00	0.00	0.00	0.00	7,243.23	(7,243.23)
599-9099	SCHOOL TO WORK/CONTINUOUS IMPORVEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9102	OHIO LPDC ACTION RESEARCH PRJCT PHASE III	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9122	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9123	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
599-9200	MISCELLANEOUS FED. GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total		**$ 34,291,824.18**	**$ 5,298,131.52**	**$ 58,928,930.89**	**$ 4,180,781.52**	**$ 50,885,448.19**	**$ 42,335,306.88**	**$ 4,298,514.25**	**$ 38,036,792.63**