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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, AUGUST 10, 2020, 7:00 P.M.

TO JOIN BY VIDEO CLICK THE FOLLOWING LINK:

<http://stream.meet.google.com/stream/8b07903f-8af8-4c26-a103-c752209a37b2>

(employees and/or those viewing from a student email acct. who do not plan to make public comment)

or

<http://meet.google.com/vbu-uryr-ntw>

(non-employees/making public comment)

TO JOIN BY TELEPHONE CALL THE FOLLOWING NUMBER:

(US)

+1 260-286-0611

PIN: 632 122 010#

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Special Meeting Minutes**
- V. Administrative Discussion Items, Presentations, and Updates**
 - A. Discussion on Planning for the 2020-2021 School Year
 - 1. Placement of Elementary Students in Buildings
 - 2. Assignment of Teachers into Wadsworth Wired
 - 3. 2020-2021 School Calendar
 - 4. Update on Back-Up Plans (Remote Learning and Hybrid Model)
- VI. Administrative Items**
 - A. PERSONNEL CONSENT ITEMS
 - 1. Employments
 - a) Classified Substitutes, per attached list
 - b) Debbie Miller, Transportation Consultant, eff. 8/7/2020

2. Resignations

- a) Paige Baranowski, Non-Teaching Employee, eff. 8/18/2020
- b) Nicole Davis, Non-Teaching Employee, eff. 7/31/2020
- c) Becky Buda, Non-Teaching Employee, eff. 7/27/2020
- d) Lisa Duncan, Non-Teaching Employee, eff. 7/27/2020
- e) Jennifer Swain, Non-Teaching Employee, eff. 8/5/2020
- f) Paige Baranowski, Non-Teaching Employee, eff. 8/18/2020

3. Recommendation to pay the transportation consultant \$25/hour

B. ACTION CONSENT ITEMS

- 1. Recommendation to approve the Memorandum of Understanding between the Wadsworth City School District Board of Education and the Wadsworth Educational Support Personnel Association OEA/NEA
- 2. Recommendation to approve the Provision of Services Agreement between Catalyst Farm Therapies and the Wadsworth City School District Board of Education, effective July 27, 2020
- 3. Recommendation to approve the Title III Consortium Memorandum of Understanding between the Tri-County Educational Service Center (TCESC) and the Wadsworth City School District Board of Education for the period of August 11, 2020 through August 10, 2021
- 4. Recommendation to approve the NASPO ValuePoint Participating Addendum between T-Mobile USA, Inc. and the Wadsworth City School District Board of Education for the 2020-2021 school year
- 5. Recommendation to approve the revised Letter of Understanding between Trillium Creek Dermatology & Surgery Center and the Wadsworth City School District Board of Education for the period of August 1, 2020 through June 1, 2024
- 6. Recommendation to approve the ITPRO.TV Membership Order Form for the 2020-2021 school year
- 7. Recommendation to approve the Wadsworth City School District Independent Contractor Agreement for STRS/SERS Covered Services between KMN Whole Music and the Wadsworth City School District Board of Education for the period of August 1, 2020 through July 31, 2021
- 8. Recommendation to approve the Agreement between Chippewa Golf Club and the Wadsworth City School District Board of Education for the 2020 golf season
- 9. Recommendation to approve the modification to Wadsworth City School District Board of Education Policy 5512.01, Random Alcohol, Drug and Nicotine Testing of

Wadsworth City School District Students, for the 2020-2021 school year to remove the following requirement:

“All eligible student participants will be tested at a minimum of one (1) time during current school year regardless of when they join the activity. This testing will be completed on a specified date and time.”

10. Recommendation to approve the Agreement between the Salvation Army of Wadsworth and the Wadsworth City School District Board of Education for the period of June 16, 2020 through June 15, 2021
11. Recommendation to approve the revised 2020-2021 school calendar
12. Recommendation to approve the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education
13. Recommendation to adopt the Wadsworth City School District Remote Learning Plan
14. Recommendation to approve the revision to the Four Cities Compact Salary Exempt Employee Benefit Provision Manual
15. Recommendation to approve the Pupil Transportation Agreement between Suburban School Transportation Company, Inc. (SSTC) and the Wadsworth City School District Board of Education for the 2020-2021 school year
16. Recommendation to bypass a first reading and approve the Wadsworth City School District Board of Education Policy 2266, Nondiscrimination on the Basis of Sex in District Programs or Activities
17. Recommendation to approve a first reading of the following Wadsworth City School District Board of Education policies:
 - a) 1520, Employment of Administrators (revised)
 - b) 1530, Evaluation of Principals and Other Administrators (revised)
 - c) 2270, Religion in Curriculum (revised)
 - d) 3124, Employment Contract (revised)
 - e) 5517.02, Sexual Violence (rescind/delete)
 - f) 5610, Removal, Suspension, Expulsion, and Permanent Exclusion of Students (revised)
 - g) 5611, Due Process Rights (revised)
 - h) 6144, Investments (revised)
 - i) 6152, Student Fees, Fines, and Charges (revised)

j) 8800, Religious/Patriotic Ceremonies and Observances (revised)

C. PERSONNEL ITEMS

1. Recommendation to approve the supplemental contracts, per the attached list

VII. Items of the Treasurer

A. ACTION CONSENT ITEMS

1. Recommendation to accept the July 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

A. Employment

1. Douglas Beeman, Treasurer, 8/1/20-7/31/23

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 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.

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Stated Meeting
August 10, 2020

Agenda Detail Sheet**

VI. Administrative Items

A. PERSONNEL CONSENT ITEMS

1(b). Debbie Miller: Ms. Miller is being recommended to assist with our bus route creation process as a transportation consultant at a pay rate of twenty-five dollars (\$25.00) per hour.

B. ACTION CONSENT ITEMS

- 1. WESPA MOU:** The Memorandum of Understanding between the Wadsworth Educational Support Personnel Association (WESPA) and the Wadsworth City School District Board of Education being recommended for approval addresses the following:
 - Modification of the posting period of job vacancies that occur prior to the start of the 2020-2021 school year;
 - The awarding of a student attendant position for certain dates in July of 2020; and
 - The requirements for current members who bid on the initial openings within the new RBT classification series.
- 2. Catalyst Farm Therapies:** The Provision of Services Agreement between Catalyst Farm Therapies and the Wadsworth City School District Board of Education being recommended for approval is necessary for extended school year services for a student, as identified in the student's individual education program.
- 3. TCESC MOU:** The Title III Consortium Memorandum of Understanding between the Tri-County Educational Service Center (TCESC) and the Wadsworth City School District Board of Education for the period of August 11, 2020 through August 10, 2021 being recommended for approval will allow our school district to remain in the Title III Consortium through the TCESC.
- 4. T-Mobile, USA, Inc. Addendum:** The NASPO ValuePoint Participating Addendum between T-Mobile USA, Inc. and the Wadsworth City School District Board of Education for the 2020-2021 school year being recommended for approval will allow our school district to purchase hot spots to be used by students who need internet service, either because we are forced to move into remote learning for all

students during the 2020-2021 school year or to participate in Wadsworth Wired, our virtual learning option for the 2020-2021 school year.

5. **Trillium Creek Dermatology & Surgery Center Letter of Understanding:** The revised Letter of Understanding between Trillium Creek Dermatology & Surgery Center and the Wadsworth City School District Board of Education for the period of August 1, 2020 through June 1, 2024 being recommended for approval includes a provision that the sponsorship includes the purchase of new girls' tennis team uniforms, not to exceed \$2,700. This was part of the original verbal agreement between Partner Marketing and Trillium Creek Dermatology & Surgery Center but was not included in writing on the original Letter of Understanding that was approved by the board of education on July 13, 2020.
6. **ITPRO.TV:** The ITPRO.TV Membership Order Form being recommended for approval allows our technology department to continue to access ITPRO.TV's on-demand instruction on all technology-related topics.
7. **KMN Whole Music Agreement:** The Wadsworth City School District Independent Contractor Agreement between KMN Whole Music and the Wadsworth City School District Board of Education for the period of August 1, 2020 through July 31, 2021 being recommended for approval will allow students whose individual education program requires it to receive music therapy services.
8. **Chippewa Golf Club Agreement:** The Agreement between Chippewa Golf Club and the Wadsworth City School District Board of Education being recommended for approval will allow our JV and varsity boys golf teams to use the golf course and driving range at Chippewa Golf Club for the 2020 season.
9. **Modification of Wadsworth City School District Board of Education Policy 5512.01:** The modification to Wadsworth City School District Board of Education Policy 5512.01, Random Alcohol, Drug and Nicotine Testing of Wadsworth City School District Students, being recommended for approval will eliminate the mandatory testing of all eligible student participants during the 2020-2021 school year. Random testing of eligible student participants, per the procedure established in the policy, will continue. While we prefer to continue the mandatory testing of eligible students in future school years, the number of students involved in the testing makes the logistics challenging as we implement social distancing and other safety procedures.
10. **Salvation Army Agreement:** The Agreement between the Wadsworth Salvation Army and the Wadsworth City School District Board of Education being recommended for approval will allow the Salvation Army to continue to use space in the Charles R. Parsons Administration Building for student and adult programming from June 16, 2020 through June 15, 2021.
11. **Revised 2020-2021 School Calendar:** The revisions to the 2020-2021 school year calendar being recommended for approval are necessary as our district continues to implement safety measures for students and staff. A copy of the revised calendar

can be found in the supporting documents to this agenda. A brief summary of the changes for students include the following:

<u>Event:</u>	<u>Date:</u>
First day of school for students in grades 1-12 with last name beginning with A-L	August 31
First day of school for students in grades 1-12 with last name beginning with M-Z	September 1
All students in grades 1-12	September 2
First day of school for kindergarten	September 4
First day of school for preschool	September 8
Last day of school for students	June 3

- 12. WEA Memorandum of Understanding:** The Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education being recommended for approval details the payment structure for supplemental contracts during the 2020-2021 school year.

- 13. Wadsworth City School District Remote Learning Plan:** A provision in Ohio House Bill 164, which was signed into law recently, allows a public school governing body to adopt a plan to provide instruction using a remote learning model for the 2020-2021 school year. The remote learning plan being recommended for approval addresses the components the law requires included in the plan. In addition, the plan incorporates blended learning as well.

The plan is necessary in case we are required to implement a back-up plan (remote learning or the hybrid model) for the 2020-2021 school year. The details of our remote learning plan are being revised, per the recommendations of [the 2020-2021 School Year Advisory Committee](#) (Scenario #2). The details of the hybrid plan are being finalized, per the recommendations of the 2020-2021 School Year Advisory Committee (Scenario #3). Once the details for each back-up plan are finalized, they will be shared with our community.

- 14. Benefit Provision Manual Revision:** The revision to the Four Cities Compact Salary Exempt Employee Benefit Provision Manual being recommended for approval adjusts the salary range for the Career Pathway Compact Counselor.

- 15. Pupil Transportation Agreement:** The Pupil Transportation Agreement between Suburban School Transportation Company, Inc. (SSTC) and the Wadsworth City School District Board of Education for the 2020-2021 school year being recommended for approval will allow our school district to continue to use Suburban School Transportation Company, Inc. to transport a student of ours, per the transportation needs identified in the student's individual education program.

- 16. Wadsworth City School District Board of Education Policy 2266, Nondiscrimination on the Basis of Sex in District Programs or Activities:** The new policy, 2266, Nondiscrimination on the Basis of Sex in District Programs or Activities, being recommended for approval will align our policies with the new Title IX regulations issued by the United States Department of Education. As the new regulations go into effect on August 14, 2020, bypassing a first reading and recommending adoption is necessary to ensure compliance with the regulations.
- 17. Wadsworth City School District Policy Revisions:** The policies being recommended for a first reading will align our policies with current law and/or best practices.

EMPLOYMENTS
August 10, 2020

Classified Substitutes

Renee Burkhart
Stephanie Calkins
Susan Gambacini
Richard Gangle
Denise Gleason
Mark Hancock
Chris Kallai
Tabatha Kosier
George Langley
Julienne Lobello
Lanni Mynk
Rebecca Osborne
Tom Parks
Jan Richards
Loree Runkle
Karla Sayre
Michelle Seward
Jill Shaw
Paul Stoneking
Sandra Watt
Emily Zamiska

Supplemental Contracts

Donna Adams	Bear Cub Academy Teacher
Brenda Adley	Choir (CIS)
Barbie Arnold	Student Council Advisor (WMS)
Kevin Auerbach	Science/STEM Club Advisor (Franklin)
Kevin Auerbach	Resident Educator Mentor, Year 1
Jennifer Ballinger	RTI Member (WHS)
Rich Barnett	Media Communications Event Coordinator
Rich Barnett	Career-Technical Dept. Head
Christian Baughman	Asst. Wrestling Coach (Volunteer)
Elizabeth Beal	S.A.D.D. Advisor (WMS)
Elizabeth Beal	Peer Tutor Advisor (WMS) - 50%
Karen Beavers	World Language Dept. Head
Chris Beery	Indoor Track (Volunteer)
Chris Beery	Varsity Boys Track Coach
Rachel Bendel	Resident Educator Mentor, Year 1
Jamie Bennett	Resident Educator Mentor, Year 2
Lindsay Berger	7th Grade Girls Basketball Coach
Mallory Bergstresser	RTI Member (CIS)

Andrew Booth	Varsity Girls Basketball Coach
Dominic Borsani Amy	Boys Basketball Asst. Coach (Volunteer)
Broadhurst John	Grade 12 Class Advisor
Burton	Indoor Track (Volunteer)
John Burton	Varsity Girls Track Coach
Scott Callaghan	Varsity Boys Basketball Asst. Coach
Tom Carnes	Girls Basketball Asst. Coach (Volunteer)
Patti Chrisman	Student Council Elementary Advisor (Isham) - 50%
Amy Clark	Science Dept. Head (WMS)
Ann Marie Cooper	Special Education Dept. Head (CIS)
Johanna Corbin	RTI Member (CIS)
Kelly Cossey	Resident Educator Mentor, Year 2
Jessica Courson	Flag Corp (Winter)
Pam Csaky	Grade 11 Asst. Class Advisor
Pam Csaky	Resident Educator Mentor, Year 3
Pam Csaky	Drama - PAC Coordinator
Katherine Danemiller	Asst. Debate Coach
Maria Daull	Spring Faculty Manager (WHS) - 50%
Kalyn Davis	Vocal Music Director
Megan Dean	Indoor Track (Volunteer)
Megan Dean	Girls Varsity Asst. Track Coach
Dave Derrig	PDC Member
Mike DeVaughn	Bus Ramp Duty (Isham)
Rob Earle	LPDC Member
Abby Elliott	RTI Chair (WHS)
Abby Elliott	Resident Educator Mentor, Year 3
Abby Elliott	Special Education Dept. Head (WHS)
Grant Fairhurst	PDC Member
Michelle Farr	RTI Member (WHS)
Shannon Fisher	Resident Educator Mentor, Year 3
Allison Franzolino	Science/STEM Club Advisor (Overlook)
Trudy Freund	RTI Chair (CIS)
Vicki Fugate	Science/STEM Club Advisor (Isham) - 50%
Vicki Fugate	Resident Educator Mentor, Year 2
Peggy Galata	Winter Varsity/JV Cheerleading Coach (40%)
Peggy Galata	Winter Freshman Cheerleading Coach (40%)
Colleen Gazy	Chess Club Advisor (Overlook)
Cheryl Gerberich	Bear Cub Academy Teacher
Aliza Gill	RTI Member (CIS)
Karla Gipson	Crossing Guard Supervisor (Franklin)
Karla Gipson	Bus Ramp Duty (Franklin)
Sara Good	Resident Educator Mentor, Year 2
Kate Goodrich	PDC Co-Chair
Kate Goodrich	PDC Member

Kate Goodrich	English Dept. Head (WMS) - 50%
John Gramuglia	8th Grade Asst. Wrestling Coach
Kim Haic	Bear Cub Academy Teacher
Austin Hanna	Boys Varsity Tennis Coach
Laura Harig	Grade 9 Class Advisor
Laura Harig	Annual (WHS)
Samantha Harvey	Varsity Softball Asst. Coach
Matt Hastings	CIS Band Director
Eric Heffinger	Newspaper (WHS)
Susan Heideman	Chess Club Advisor (CIS)
Shannon Herlihy	Girls Reserve Lacrosse Coach
Shannon Herlihy	WMS Athletic Director (90%)
Bruce Hulme	Asst. Wrestling Coach (Volunteer)
Matt Hulme	RTI Chair - Gr. K-4 (Franklin)
Matt Hulme	9th Grade Wrestling Coach
Zach Humrichouser	Indoor Track (Volunteer)
Zach Humrichouser	Girls Varsity Asst. Track Coach
John Hutchinson	Reserve Boys Tennis Coach
Tom Jackson	Spring Faculty Manager (WHS) - 50%
Krista Jones	Resident Educator Mentor, Year 1
Jason Joy	Asst. Wrestling Coach (Volunteer)
Jason Jurey	Science Dept. Head (WHS)
Rob Karovic	RTI Member (WHS)
Larry Kaufman	8th Grade Wrestling Coach
Kim Kirven	RTI Member (Overlook)
Kim Kirven	Resident Educator Mentor, Year 2
Alexandra Klein	8th Gr. Volleyball Coach
Jason Knapp	Grade 12 Asst. Class Advisor
Sarah Kopacko	Prevention Specialist
Sandra Kurt	Math Dept. Head (WHS)
Karen Lapidakis	Bear Cub Academy Teacher
Karen Lapidakis	RTI Member (Isham)
Karen Lapidakis	Science/STEM Club Advisor (Isham) - 50%
Beth Lawrence	Math Dept. Head (WMS)
Michael Lee	Intramurals (WHS)
Kim Leonard	Crossing Guard Supervisor (CIS)
Kim Leonard	Resident Educator Mentor, Year 2
Ryan Likens	WMS Athletic Director (10%)
Vanessa Lloyd	Flag Corp Volunteer (Winter)
Kara Long	9th Grade Girls Basketball Coach
Ryun Louie	Percussion Artist in Residence
Ryun Louie	Percussion Studies Coordinator
Rob Lynn	Grade 11 Class Advisor
Rob Lynn	Intramurals (WHS)

Teri Mackey	LPDC Member
Jen Manos	Peer Tutor Advisor (WMS) - 50%
Kristina Marias	RTI Member (Franklin)
Abbey Martin	Student Council Advisor (CIS) - 50%
Abbey Martin	Bus Ramp Duty (CIS) - 50%
Ashlee Marshall	Resident Educator Mentor, Year 3
Sarah Maxon	Bus Ramp Duty (Overlook)
Matt McConnell	7th Grade Boys Basketball Coach
Matt McConnell	Indoor Track (Volunteer)
Matt McConnell	Boys Varsity Asst. Track Coach
Greg McElroy	Asst. Wrestling Coach (Volunteer)
Katie McKenzie	Resident Educator Mentor, Year 1
Pat McNutt	Girls Lacrosse Asst. Coach (Volunteer)
Brian Morrison	Bus Ramp Duty (Isham)
Mike Moser	Varsity Boys Basketball Coach
Sandra Mueller	PDC Co-Chair
Sandra Mueller	PDC Member
Sandra Mueller	English Dept. Head (CIS) - 50%
Sandra Mueller	Newspaper (CIS)
Meagan Neumann	Prevention Specialist
Kristy Nichol	Boys Asst. Tennis Coach (Volunteer)
Meghan Nichols	Crossing Guard Supervisor (Overlook)
Zach Ockunzzi	Science Dept. Head (CIS) - 50%
Zach Ockunzzi	Intramurals (CIS)
Kathy Ott	RTI Member (Overlook)
Lisa Owens	PDC Member
Lisa Owens	Resident Educator Mentor, Year 1
Paul Pallini	Indoor Track (Volunteer)
Paul Pallini	Boys Varsity Asst. Track Coach
Lisa Parry	SLP Mentor (one semester)
Allison Parsons	Asst. Student Council Advisor (WHS)
Matt Pavlak	Girls & Boys Varsity Asst. Track Coach
Abbey Pecnik	Student Council Elementary Advisor (Overlook)
Elizabeth Petit	RTI Member (Isham)
Greg Pickard	8th Grade Girls Basketball Coach
Greg Pickard	Varsity Baseball Coach
Sam Piehl	WMS Band Director
Mark Postak	Varsity Girls Basketball Asst. Coach
Emily Reagan	Resident Educator Mentor, Year 1
Michael Recupero	Resident Educator Mentor, Year 2
Autumn Reeves	Resident Educator Mentor, Year 3
Alexandra Richards	Crossing Guard Supervisor (Isham)
Alexandra Richards	Winter Varsity/JV Cheerleading Coach (60%)
Alexandra Richards	Winter Freshman Cheerleading Coach (60%)

Michelle Rohrer	Grade 10 Class Advisor
Anne Rosenberger	RTI Member (WHS)
Anne Rosenberger	National Honor Society (50%)
Lauren Ross	Guidance Dept. Head
Mike Schmeltzer	Girls Basketball Coach (Volunteer)
Stephine Schmeltzer	RTI Chair (Isham)
Wm. Michael Schmeltzer	Girls Basketball Reserve Coach
Wm. Michael Schmeltzer	Varsity Softball Coach
Shannon Schmitt	Social Studies Dept. Head (CIS) - 50%
Shannon Schmitt	RTI Member (CIS)
Mark Schoonover	Student Council Advisor (WHS)
Mark Schoonover	English Dept. Head (WHS)
Caren Schrub	Social Studies Dept. Head
Jeff Shenker	8th Grade Boys Basketball Coach
Jeff Shenker	Varsity Baseball Asst. Coach
Matt Shiarla	Reserve Wrestling Coach
Nate Singleton	National Honor Society (50%)
Mike Sladky	H.P.E./Fine Arts Dept. Head
Joanna Snitil	RTI Member (Franklin)
Joe Snyder	English Dept. Head (WMS) - 50%
Kim Snyder	English Dept. Head (CIS) - 50%
Brad Squire	Asst. Wrestling Coach (Volunteer)
Cynthia Stecker	Social Studies Dept. Head (CIS) - 50%
George Steele	Varsity Bowling Coach (50%)
George Steele	Varsity Asst. Bowling Coach (50%)
Heidi Steele	Varsity Bowling Coach (50%)
Heidi Steele	Varsity Asst. Bowling Coach (50%)
Greg Stoner	Science Dept. Head (CIS) - 50%
Sara Storm	Math Dept. Head (CIS) - 50%
Sara Storm	Bus Ramp Duty (CIS) - 50%
Patricia Swanson	Academic Challenge (WHS)
Dianna Tenyak	RTI Chair - Gr. K-4 (Overlook)
Jen Thomas	Special Education Dept. Head (WMS)
Jen Thomas	Resident Educator Mentor, Year 2
John Thompson	Intramurals (WHS)
John Thompson	Winter Weight Room Supervisor
John Thompson	Winter Faculty Manager (WHS)
Justin Todd	Spring Weight Room Supervisor
Justin Todd	Summer Weight Room Supervisor
Sarah Trausch	Student of the Month
Shawn VanDyke	Business Dept. Head (WHS)
Jason VanKirk	LPDC Chair
Kevin Verde	Boys Basketball Reserve Coach
Anna Warren	Student Council Elementary Advisor (Isham) - 50%

Steve Webb	9th Grade Baseball Coach
Bryce Weber	Math Dept. Head (CIS) - 50%
Clay Wenger	Varsity Wrestling Coach
Mike Wenger	Varsity Wrestling Asst. Coach
Greg Wise	9th Grade Boys Basketball Coach
Chad Wolf	7th/8th Grade Boys Basketball Asst. Coach (Volunteer)
Megan Wolf	Student Council Advisor (CIS) - 50%
John Yaggi	RTI Member (WHS)
John Yaggi	Social Studies Dept. Head (WHS)
John Yaggi	Resident Educator Mentor, Year 3
Tim Yoder	Chess Club Advisor (Isham)
Tim Yoder	Chess Club Advisor (Franklin)
Karl Yurchiak	Girls Varsity Lacrosse Coach
Sam Zulia	National Forensic Head Coach

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: July 29, 2020

The Wadsworth City Board of Education met in Special Session on Wednesday, July 29, 2020, at 7:00 PM via Google Meet.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Gordon, Kramer, McComas, Stevens
Absent	
Administrators	11
Virtual Guests	552

20-7-61 APPROVAL OF BOARD MINUTES

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

Regular Session July 13, 2020

VOTE: Yea - Gordon, Kramer, McComas, Stevens, Batey
 Nay - None

Motion Carried,

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

A. Discussion on Planning for the 2020-2021 School Year

The Board of Education agreed to move forward with plans for the 2020-2021 school year that include:

- Changing the first student day to August 24, 2020 (official action to amend the school calendar will be presented at the August meeting).
- Face Covering Policy.
- Not tying the return to school plan to the county color coding system adopted by the State of Ohio.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: July 29, 2020

FLOOR ITEMS

Many community members presented comments and questions regarding the startup plan to the Board of Education.

ADMINISTRATIVE ITEMS

20-7-62 Upon the recommendation of Superintendent Hill, the motion was made by **McComas**, seconded by **Kramer**, to adopt the Personnel Consent Items from the July 29, 2020, Special Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2020-2021 school year, with a license effective date of July 1, 2020, if he/she does not already have the said license.)

- a) Darrel Larsen Non-Teaching Employee
- b) Denise Clark Classified Substitute

c) Supplemental Contracts

Mallary Adams	9 th Grade Volleyball Coach
Victoria Albanese	Extended Service (18 hours)
Elizabeth Beal	Extended Service (42.25 hours)
Chris Beery	9 th Grade Football Head Coach
Jorian Beery	Football Asst. Coach (Vol.)
Ashley Bonenfant	Extended Service (18 hours)
Dominic Borsani	Reserve Football Coach
John Burton	Girls' Varsity Cross Country Coach
Kevin Bux	Varsity Football Asst. Coach
Ted Clark	Summer Band Instruction
Luke Colopy	Varsity Football Asst. Coach
Jessica Courson	Fall Flag Corp (Vol.)
Blake Dickson	Varsity Football Asst. Coach

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: July 29, 2020

Eric England	WMS Boys'/Girls' Cross Country Coach
Adam Evans	8 th Grade Football Head Coach
Steve Ferris	Boys' Reserve Golf Coach
Laurie Freund	Extended Service (87 hours)
Tyler Fulz	Varsity Football Asst. Coach (Vol.)
Peggy Galata	Fall Varsity/JV Cheer Coach (40%)
	Fall Freshman Cheer Coach (40%)
Michalla Gordon	Girls' Varsity Cross Country Asst. Coach
Austin Hanna	Girls' Reserve Tennis Coach
Lindsay Hastings	Summer Band Instruction
Matt Hastings	Summer Band Instruction
Hunter Heaton	Boys' Varsity Cross Country Asst. Coach
Dana Hire	WHS Band Director
Matt Hulme	9 TH Grade Football Asst. Coach (50%)
Zach Humrichouser	Boys' Varsity Cross Country Coach
John Hutchinson	Girls' Reserve Tennis Coach
John Johnson	Boys' Varsity Soccer Coach
Jason Knapp	Varsity Football Asst. Coach
Dylan Kubilus	Summer Band Instruction
Michael Lee	WMS Cross Country Asst. Coach
Vanessa Lloyd	Fall Flag Corp
Steve Luchka	Boys' Reserve Soccer Coach
Taylor Lundin	Girls' Reserve Soccer Coach
Jen Manos	Extended Service (42.25 hours)
Ali McCauley	Reserve Volleyball Coach
Jodi McInnes	Extended Service (87 hours)
Jim Memmer	Boys' Varsity Golf Coach
Ron Mendel	Boys' Soccer Asst. Coach (Vol.)
Ron Messer	WMS Football Asst. Coach
Michele Minick	8 th Grade Volleyball Asst. Coach
Matt Mountjoy	Varsity Football Asst. Coach
Kevin Myers	Boys' Varsity Soccer Asst. Coach
Kristy Nichol	Girls' Varsity Tennis Coach
Brandon Nolin	WMS Football Asst. Coach
Adam Pfeiffer	Boys' Soccer Asst. Coach (Vol.)
Sam Piehl	Asst. Band Director
Cory Potter	Varsity Football Asst. Coach
Matt Probst	Varsity Football Asst. Coach
Kelly Rapp	Extended Service (99 hours)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: July 29, 2020

Alexandra Richards	Varsity/JV Cheer Coach (60%)
	Fall Freshman Cheer Coach (60%)
Lauren Ross	Extended Service (111 hours)
Matt Sanders	Reserve Football Coach
Mike Schmeltzer	Girls' Varsity Golf Coach
David Selzer	Summer Band Instruction
Matt Shiarla	WMS Football Asst. Coach
Kip Shipley	WMS Football Asst. Coach (Vol.)
Amanda Simmons	Girls' Reserve Golf Coach
Nick Sohutskey	Summer Band Instruction
Heidi Steele	9 th Grade Girls' Soccer Coach
John Thompson	Fall Weight Room Supervisor
	WHS Fall Faculty Manager
Justin Todd	Varsity Football Coach
Brad Tschannen	9 th Grade Football Asst. Coach (50%)
Jeff Walck	Varsity Volleyball Coach
Brandon Waller	Summer Band Instruction
Austin White	WMS Football Asst. Coach (50%)
Paul Williford	Girls' Varsity Soccer Coach
Tanya Williford	Girls' Varsity Soccer Asst. Coach
Allysen Wines	Varsity Volleyball Asst. Coach
Chad Wolf	WMS Football Coach (Vol.)
Jami Zakikian	Boys' 9 th Grade Soccer Coach

2. Resignations

a)	Barb Klaus	Non-Teaching Employee	(retire eff. 07/14/20)
b)	Cindy Gramuglia	Non-Teaching Employee	(eff. 07/17/20)
c)	Denise Clark	Non-Teaching Employee	(café only eff. 07/22/20)
d)	Becki Buda	Non-Teaching Employee	(eff. 07/27/20)
e)	Lisa Duncan	Non-Teaching Employee	(eff. 07/27/20)

VOTE: Yea – Kramer, McComas, Stevens, Batey, Gordon
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: July 29, 2020

20-7-63 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Stevens**, to adopt the Action Consent Item from the July 29, 2020, Special Meeting, as presented:

B. ACTION CONSENT ITEM

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

VOTE: Yea – McComas, Stevens, Batey, Gordon, Kramer
Nay – None

Motion Carried,

ADJOURNMENT

20-7-64 The motion was made by **Stevens**, seconded by **McComas**, to adjourn at **8:49** p.m.

VOTE: Yea – Stevens, Batey, Gordon, Kramer, McComas
Nay – None

Motion Carried,

(Signed) _____
Julie Batey, President

(Attested) _____
Douglas D. Beeman, Treasurer

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the
Wadsworth Educational Support Personnel Association OEA/NEA

This Memorandum of Understanding is entered into this 17th day of July 2020, pursuant to Article X, Assignment & Changes of Assignment of Personnel and Appendix E, Classification Series, of the *Collective Bargaining Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Educational Support Personnel Association OEA/NEA (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of support personnel employed in the Wadsworth City School District (hereinafter referred to as "the District"); and, whereas 10.02, Posting, states the following:

"A. When the administration decides to fill a vacancy, the vacancy will be posted for one week in the bus garage and in each building where members are employed. Each job will be posted on a separate sheet stating the job title, number of hours per day, length of work year, pay grade, and deadline for submitting bids. If the posting does not include qualifications and duties, then the current job description for the position must be made available to members in each building and the bus garage. For all postings other than bus drivers, the posting will state the starting time and building(s) to which the position is assigned.

B. During the summer, vacancy notices will be posted in the July or August letter or mailed to the member's home address as listed in the employee directory and posted on the website. A vacancy will not be filled for ten (10) workdays after posting.

C. Administrators may make reassignments within a classification prior to posting a vacancy within the classification.

D. At the same time the notice is posted, a copy of the notice will be sent to the Association President." and

WHEREAS, Appendix E establishes the RBT Classification Series.

NOW, THEREFORE, the Board and the Association agree as follows:

1. In an effort to fill open WESPA positions, especially if the filling of a vacancy involves the transfer of a current Association member, the posting period identified in 10.02 B will be modified for the openings that are posted from July 15, 2020 through the first student day of the 2020-2021 school year. The modification will be each posting will be five (5) workdays and, in addition to the posting(s) being emailed to each bargaining unit member, an AlertNow call will also be made.
2. For the special education attendant position necessary for July 16, 17, 20, 21, 30 and 31, the position will not be posted and will be awarded to the special education attendant who is assigned to the student during the school year.
3. The Board will allow current bargaining unit members bidding on a RBT Classification job from July 15 through July 21, 2020 to do so without having completed the appropriate training described in the RBT Aide and RBT Attendant job descriptions. The Board will cover the cost of training for a current bargaining unit member selected for the said positions through the bid process that begins on July 15, 2020 and ends on July 21, 2020. It is understood that current bargaining unit members who want to bid on a RBT Classification Series job in future bid periods will need to have completed the training, at their cost, to be eligible to bid for the said position(s), per the job descriptions.

4. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.
5. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

**For the Wadsworth Educational Support
Personnel Association OEA/NEA**


Jo Nell Fox, President

**For the Wadsworth City School District Board
of Education**

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

Provision of Services



CATALYST FARM

The purpose of this document is to lay out proposed services to be offered for Wadsworth City Schools through Catalyst Farm Therapies during the months of July and August of 2020.

The Basics

Individual summer camps are being offered at a rate of \$35 per hour. The camp is being facilitated by Kelsey Bromwell, who is the acting office manager and executive assistant at Catalyst Farm.

Staffing

Kelsey is not a therapist and the camp is not considered therapy. She has, however, assisted many times in our summer camps and therapy sessions alike. Kelsey also supervises the job training opportunities we provide for Medina County Board of Developmental Disabilities. She holds a degree in marine science and her previous employment included offering educational programming. She maintains a great rapport with our clients, is safe and knowledgeable around the animals, and is confident in her ability to work with participants of all abilities, making her a wonderful choice for the role of camp counselor.

Activities

The camp days consist of activities such as: tending to animals, completing various barn chores, arts and crafts, free play, and nature hikes. Snacks are included each day.

COVID-19

Masks are required, but we understand that many of our participants have a difficult time wearing them. We are dedicated to assisting in the acceptance of masks and mask breaks will be offered as needed. Social distancing will be observed when masks are not worn. Please see our COVID safety protocols for more information.

Payment

A detailed invoice will be provided once dates are chosen. Payment may be made in full prior to camp starting, paid weekly, or paid at the conclusion of camp. If paid in full and a date must be missed, Wadsworth City Schools may either request a refund or reschedule for a different day.

Jillian Pelland, OT/L, Owner
Catalyst Farm Therapies

info@catalystfarm.com

Wadsworth City Schools Representative

Title III Consortium

School Name	Wadsworth City Schools
IRN	044974
Superintendent Name	Andrew Hill
Superintendent email address	ahill@wadsworthschools.org
Treasurer Name	Doug Beeman
Treasurer email address	dbeeman@wadsworthschools.org
Additional Contact	

This Memorandum of Understanding is between Tri-County Educational Service Center (TCESC), located at 741 Winkler Drive, Wooster, Ohio 44691 and Wadsworth City Schools, known as Consortia participant in this document.

The Consortia participant has received a Title III Federal Grant allocation for the 2020-2021 school year. The amount received is less than the required \$10,000 for the individual district to receive the allocation in their Title III grant, and therefore, The Consortia participant needs to be part of a consortia to utilize their allocation and has elected to be a part of the Tri-County Educational Service Center Title III Consortia to achieve this end.

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

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

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

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

Tri-County ESC Title III Ell Consortium			
Budget FY21			
District	Wadsworth City Schools		
IRN	044974		
Address/City/State	524 Broad St., Wadsworth, OH 44281		
Contact	Andrew Hill		
Treasurer	Doug Beeman		
Contact			
District Allocation	\$1593.42		
Less 2% Fiscal/Adm	\$31.87		
Net Allocation	\$1561.55		
Proposed Use of Title III Funds			
Please provide a description of how the budgeted funds will be spent. Be sure to include FTE for Instruction category.			
Category	Description	FTE	Amount
Instruction Salaries (Include FTE)			
Instruction Purchased Service(Include FTE)			
Instruction Materials and Supplies			
Support Salaries			
Support Purchased Service			
Support Materials and Supplies			
Professional Development			
Family Involvement			
Please email this completed form to Sandy Stebly; tesc_sstebly@tccsa.net By September 11, 2020			
If you have any questions or need additional information please contact Sandy Stebly-Tri-County Educational Service Center-741 Winkler Drive, Wooster, OH 44691 Phone: 330-345-6771 X 269 Email: tesc_sstebly@tccsa.net			



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176-1

Contractor: **T-MOBILE USA, INC.**

Participating Entity: **WADSWORTH CITY SCHOOLS**

1.Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA176-1) for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

- Category 1: Cellular Wireless Services
- Category 2: Equipment and Accessories

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1, 2** (unless indicated otherwise)

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are: **N/A**

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

- This PA; and
- The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. *[intentionally omitted]*

6. *[intentionally omitted]*

7. Individual Customer:

Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for

Page 1 of 5

[Entity Name]

NASPO PA – Nonprofit (071020_jr) CSCA

Confidential and Proprietary

NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Fax:	
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006

Participating Entity

Name:	Wadsworth City Schools- Phil Luthman
Address:	524 Broad St, Wadsworth OH 44281
Telephone:	(330) 573-2936
Fax:	
Email:	pluthman@wadsworthschools.org

9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Offer/Pricing. Rate Plan pricing is attached to and incorporated in this PA as Exhibit A.

Page 2 of 5

[Entity Name]

NASPO PA – Nonprofit (071020_jr) CSCA

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NASPO ValuePoint

PARTICIPATING ADDENDUM**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

The parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: Wadsworth City Schools	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name: Phil Luthman	Printed Name:
Title:	Title:
Date:	Date:
	Reviewed and Approved by: T-Mobile USA, Inc. CSCA Representative

[Additional signatures may be added if required by the Participating Entity]

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

EXHIBIT A
Government Unlimited Voice Subsidy Terms

Government Unlimited Voice Subsidized Rate Plans*						
Rate Plan	Monthly Recurring Charge per line	Voice	Data	Monthly Recurring Charge per Add-a-line	Monthly Recurring Charge per line after 16% Discount	Device Subsidy/Line
Government Unlimited L1	\$41	Unlimited	Unlimited	\$41	\$34.44	\$360
Government Unlimited L2	\$53	Unlimited	Unlimited	\$53	\$44.52	\$600

* Monthly Recurring Charge does not include taxes fees and surcharges.

A. Device Subsidy and Activation Credit. Subject to the requirements in Section 1.1 below, during the Term of the Agreement, Customer is eligible to receive a one-time device subsidy per new line of Service activated under the Master Account if such customer selects an eligible T-Mobile Rate Plan listed above, and purchases a device from T-Mobile ("**Device Subsidy**") for that new line of Service; and Customer may also receive a one-time activation credit of \$100 per line of Services activated under the Master Account ("**Activation Credit**"). This Activation Credit is available to Customer through September 30, 2020.

1.1 Requirements to Qualify for Device Subsidy and Activation Credit.

- (a) For the Device Subsidy and Activation Credit to be effective, Customer must purchase a device from T-Mobile with an activated line of Service on an eligible Rate Plan listed above, under its Master Account. Each line of Service must be activated and maintained for at least ~~24~~ ³⁰ months from the date of activation without any suspension or termination of any line of Service that received the Device Subsidy (the "**Subsidy Term**");
- (b) Customer agrees that they cannot change or move the lines of Service with a Device Subsidy to a Rate Plan with a lower monthly recurring charge during the Subsidy Term and if they do, Customer will reimburse T-Mobile for the Device Subsidy received, as set forth in Section 1.3 below;
- (c) Each line of Service and each device purchased must be activated in accordance with the terms of the Master Agreement;
- (d) This Device Subsidy or the Activation Credit cannot be combined with any other discount or promo offers;
- (e) Customer's account must remain in good standing with T-Mobile to receive the Device Subsidy or the Activation Credit;



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

-
- (f) Customer cannot use T-Mobile's Equipment Installment Program to purchase devices with this Device Subsidy or the Activation Credit;
 - (g) Customer may upgrade the device after 20 months from the date of activation, once full payment of the outstanding amounts for the device, including repayment of the Device Subsidy received, as set forth in Section 1.3 below.

For the avoidance of doubt, lines of Service that are terminated or suspended (without reactivation) within the Subsidy Term will be subject to repayment of the Device Subsidy or Activation Credit as set forth below.

1.2 Device Subsidy or Activation Credit on Customer's Master Account. Subject to the requirements in Section 1.1 above, T-Mobile will issue the Device Subsidy or Activation Credit when Customer submits an order to T-Mobile under its Master Account.

1.3 Subsidy Term/Termination; Device Subsidy or Activation Credit Repayment. If any line of Service that received a Device Subsidy or an Activation Credit is terminated or suspended (without reactivation) prior to the end of the Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Subsidy or the Activation Credit equal to 1/24th of the subsidy amount for each month remaining in the Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Subsidy or Activation Credit for each line of Service terminated before the end of the Subsidy Term on Customer's monthly bill.

Letter of Understanding (LOU)

July 28, 2020

Trillium Creek Dermatology & Surgery Center
Aaron Funk
5783 Wooster Pike
Medina, OH 44256

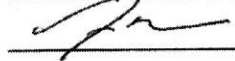
On behalf of the Wadsworth City Schools, I would like to thank you for the sponsorship of the middle school scoreboards. Term is 4-years. In the event of a logo change during said term then cost of fabricating and installation lies with Trillium Creek, per any of the listed items below.

Term: 4-years - 2020 School Year (August 1st) – 2023/2024 School Year (6/1/24)

In exchange for \$3000 annually (\$12,000 total), invoiced on July 1st annually, Trillium Creek will receive the following:

- Trillium Creek placement on 4 middle school boards for 10-years (ending 6/1/2030). Initial design, fabrication, and installation of sign to be included. In the event of a logo change during said term then cost of fabricating and installation lies with Trillium Creek.
- August 1, 2020 – June 1, 2024 Placement Items (4-years)
 - One (1) 3' x 8' banner at YMCA Field House. Initial design, fabrication, and installation covered. Will include district branding per the provided template.
 - One (1) 3' x 8' banner at Tennis Courts. Initial design, fabrication, and installation covered. Will include district branding per the provided template.
 - One (1) 3' x 8' banner at Art Wright Stadium. Initial design, fabrication, and installation covered. Will include district branding per the provided template.
 - Digital Banner on district website - <https://www.wadsworth.k12.oh.us/Content/420>
 - Included in PA announcements during all district sporting events. Script to be provided by Trillium Creek, up to 15 seconds.
 - Football Game Sponsorship (game will change annually):
 - 9-25-20 game vs. Nordonia...includes table, giveaway item (optional, must pay for item), coin toss recognition and digital marketing via Facebook for game promotion.
- Sponsorship includes purchase of new girls' tennis team uniforms, not to exceed \$2700.

Aaron Funk, Trillium Creek



Date:

7/28/20

Andy Hill, Wadsworth City Schools Superintendent

Date:



Quote

Wadsworth City Schools

July 27, 2020

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PHONE: 352.600.6900 // EMAIL: SALES@ITPRO.TV

Page 1 of 5

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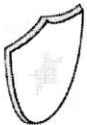
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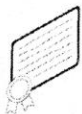
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Bill To

Wadsworth City Schools
Phil Luthman
Wadsworth City Schools
Wadsworth, OH 44281
US

**Membership Order Form**

Quote #: Q-29207
Date: July 27, 2020
Expires On: August 14, 2020

Type: Renewal
Start Date: July 19, 2020
Subscription Term: 12
Payment Terms: Net 30

Quantity	Product Name	Billing Frequency	Unit Price	Net Total
4	Corporate Premium Annual Subscription	Annual	\$313.50	\$1,254.00
Includes access to the entire ITProTV Course Library as well as unlimited practice tests, virtual labs & Q&A Forums				
Total:				\$1,254.00

All amounts will be invoiced annually in advance.

Additional Commercial Terms

Renewal. On or before the expiration of this Order Form, IProTV will contact Customer and the parties will mutually agree whether or not to renew the Order Form, for the same quantity, term and pricing set forth herein. Any such agreement shall be memorialized in writing between the parties.

This Order Form is subject to the terms and conditions set forth in <http://itpro.tv/eula/> and the privacy policy found at <http://itpro.tv/privacy/> (collectively the "Terms and Conditions"). The parties' authorized signatories have duly executed this Order Form. Each of the individuals signing this Order Form on behalf of a party represent and warrant that such individual is duly authorized and empowered to enter into this Order Form and bind such party to the Terms and Conditions.

Customer will maintain complete and accurate billing and contact information with IProTV and will notify IProTV of any inaccuracies within the time period set forth in the Payment Terms section above.

Except as provided in the "Terms and Conditions", Services purchased under this Order Form are non-cancelable and non-refundable. Future orders will be at list price (including any applicable volume-based discounts) at the time of purchase.

If a purchase order IS required, please enter the PO Number: _____. By initialing here _____, I confirm that a Purchase Order number is **NOT** required, or the Purchase Order Number listed **ABOVE** is current and accurate.

ITPRO.TV

CUSTOMER

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Terms & Conditions of Use

1. Introduction

1.1 Welcome to IProTV. We hope that you enjoy your experience and thank you for subscribing. These Terms and Conditions of Use (the "Agreement") govern your use of the Internet-based learning service provided through this site ("Service"). The Service consists of computing and information services and software, information, interactive forums, and other content provided by EdutainmentLIVE LLC and its affiliates ("IProTV"),

1.2 By using or accessing the Service, you acknowledge and agree to comply with and be legally bound by the terms and conditions of this Agreement. Your participation in the Service is conditioned upon your acceptance of this Agreement. Please carefully read this Agreement and indicate your acceptance by using the Service, downloading a course, or by purchasing any of our products. IProTV is committed to transparency and accountability in the way we provide the Service to our subscribers. ~~IProTV may revise this Agreement (including policies or agreements which are incorporated herein) from time to time and will post revisions to <https://www.itpro.tv/terms/> prior to such changes becoming effective. You acknowledge and agree that IProTV may notify you by posting the revisions to <https://www.itpro.tv/terms/> and that your continued use of the Service following any changes constitutes your binding acceptance of these terms and conditions including any such changes. If changes to this Agreement involve a new use of subscribers' personal information or a new means of processing that information, IProTV will provide specific notification of those changes to you prior to the start of the new use or processing.~~ *6/20/19*

2. Grant of License:

IProTV grants you, as a registered subscriber, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and/or right to access, via a standard web browsing program not supplied by IProTV ("Browser") to use the Service and the information, software, photographs, audio and video clips, graphics, and other material contained on the Service (collectively, the "Content") solely for your own individual (non-commercial) use on one personal computer or other device capable of displaying the Content. You may not share your access nor distribute any Content from the Service to others without the prior written permission of IProTV.

3. Use of Service Content:

3.1 You acknowledge that the Service and all Content are protected by applicable laws of the United States and foreign countries governing copyright, trademark, and other proprietary and intellectual property rights. You acknowledge and agree that the Service and all Content, including all associated intellectual property rights, are the exclusive property of IProTV and its licensors for which all rights are reserved. You agree to comply with any additional copyright notices, information, or restrictions applicable to any Content available on or accessed through the Service. IProTV and all related trademarks, trade names, logos, characters, design, and trade dress are trademarks or registered trademarks of IProTV, or its licensors in the United States and other countries and may not be used without written permission. All other trademarks are the property of their respective owners. Please consult the Trademark Guidelines for information regarding our complete list of IProTV trademarks.

3.2 You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Service or Content, in whole or in part, except as expressly permitted in this Agreement. Content or any aspect of the Service comprising of or containing downloadable software may not be reverse engineered, decompiled, scraped, tracked, crawled, or otherwise viewed, accessed or obtained unless specifically authorized by its proprietor.

3.3 You may download or copy the Content only for your own individual use as provided herein, and further provided that you maintain all copyright and other notices contained in such Content. You shall not store electronically any portion of any Content, except as may be temporarily stored by your Browser in its ordinary operation. Except as may be expressly permitted by U.S. copyright laws, no copying,

below, but excluding personal information as that term is defined by our Privacy Policy, which can be found at <https://www.itpro.tv/privacy/>) that you place on the Service, in any medium. You represent and warrant that you are authorized to grant all rights set forth in the preceding sentence.

3.5 You agree you shall not assert, nor will you authorize, assist, or encourage any third party to assert, against ITPro.TV or any of our affiliates, business partners, licensors, licensees or transferees, any patent infringement or other intellectual property infringement claim with respect to any Content or any aspect of the Service.

3.6 Digital Millennium Copyright Act. ITPro.TV will remove infringing materials in accordance with the Digital Millennium Copyright Act if we are properly notified that the content infringes copyright. If you believe that your content has been used by ITPro.TV or any other Customer or Authorized User or End User in a way that constitutes copyright infringement, please notify us in writing and by Certified Mail at: EdutainmentLIVE, LLC, 7525 NW 4th Blvd, Gainesville, FL, 32607. Your message must contain the following information (please confirm these requirements with your legal counsel, or see the U.S. Copyright Act, 17 U.S.C. §512(c)(3), for more information):

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
2. A description of the copyrighted work that you claim has been infringed.
3. A description of where the material that you claim is infringing is located within the Services, sufficient for ITPro.TV to locate the material.
4. Your address, telephone number, and email address.
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
6. A statement by you that the information in your notice is accurate and, under penalty of perjury that you are the copyright owner or authorized to act on the copyright owners behalf.

If you believe that your work has been removed or disabled by mistake or misidentification, please notify our Copyright Agent by sending us notice at the address specified above or by e-mail to copyright@itpro.tv.

4. Service Rules of Conduct:

You may use the Q&A forum feature of the Service for lawful purposes only. You may not upload to, or distribute or otherwise publish through the Service, any material which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, or otherwise objectionable to ITPro.TV in their sole and absolute discretion, (b) contains viruses or other contaminating or destructive features, (c) violates the rights of others, such as by infringing any copyright, trademark, patent, or trade secret or violating any right of privacy or publicity, (d) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail, or any form of lottery or gambling, chain letters or marketing/pyramid schemes, or the selling or trading of any merchandise, (e) contains links to sites that violate these Terms of Use, such as pornographic sites, defamatory sites, and so on, or (f) otherwise violates any applicable law. You may not use the Service for any commercial purpose, including advertising or solicitation of funds or goods and services. In addition, you may not use the Service to solicit subscribers to join other online information services that are competitive with the Service. Neither the administrators of nor the moderators of the Service or the student forum are responsible for the privacy practices of any user. Remember that all information that is disclosed in these areas becomes public information and you should exercise caution when deciding to share any of your personal information. We do not edit, review or make decisions concerning information you decide to share with others on our site, including, but not limited to, any personal information or data.

5. Managing Content:

ITPro.TV does not review material submitted to the Service by subscribers ("Subscribers' Content") and is not responsible for such Subscribers' Content. However, ITPro.TV reserves the right to cancel your access to these areas and/or delete, move, modify, or edit any Subscribers' Content, including messages posted in any forum, that they may determine, in their sole discretion, violates this Agreement. You are and shall remain solely responsible for all Subscribers' Content posted by you or by any other person using your account.

6. No Endorsement:



6.2 The Service may contain links to sites on the Internet that are owned and operated by third parties (the "External Sites"). You acknowledge that ITPro.TV is not responsible for the availability of, or the content located on or through, any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or External Sites.

7. Subscriber Qualifications:

7.1 As part of the registration process, you will either be given an access key or a user id and password. If you are given an access key, you will select a password and fill in certain information about yourself. You must provide accurate, complete, and current registration information and you agree to provide the Service with any updates to that information promptly after such changes occur.

7.2 Individual subscriptions to the Service are available only to persons who are at least 18 years of age. ITPro.TV does not market to or collect information from individuals 18 years of age or younger. Your right to use the Service is personal to you and cannot be transferred to any other person.

7.3 You are responsible for all use of your account under any password by any person, whether or not authorized by you, and for ensuring that all use of your account complies with this Agreement.

7.4 You shall be responsible for obtaining communication services, computer equipment, and other products or services necessary to access and use the Service. You shall be responsible for all charges associated with accessing and maintaining a connection to the Service including, but not limited to, charges imposed by an Internet service provider, or your local telephone company.

8. Subscriber Information, Privacy:

Your participation in the Service is subject to our Privacy Policy, which can be found at <https://www.itpro.tv/privacy/>.

9. Service and System Availability:

ITPro.TV uses reasonable efforts to maximize system availability. ITPro.TV shall make a reasonable effort to correct any technical difficulties which may arise with the Service; however, ITPro.TV is not responsible for any Service down time. ITPro.TV is not responsible for any technical difficulties resulting from the World Wide Web, Internet access, and computer hardware or software.

10. Indemnity:

You hereby agree to indemnify, defend, and hold ITPro.TV and all of their respective officers, directors, employees, owners, agents, information providers, affiliates, and licensors (collectively, "Representatives") harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by them in connection with any claim arising out of any use or alleged use of your account or password by any person, whether or not authorized by you. ITPro.TV reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with their defense of such claim.

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PM

11. Termination of Service:

11.1 With appropriate notice, ITPro.TV reserves the right, in their sole discretion, to restrict, suspend, or terminate your access to all or any part of the Service at any time for any reason without liability and without any obligation to refund any portion of fees paid.

Col/bolet
PM

11.2 ITPro.TV may change, suspend, or discontinue all or any aspect of the Service at any time, including the availability of any Service feature, database, or content, without prior notice or liability.

11.3 If changes to the Service would restrict access to your personal information in a way that is prohibited by applicable law, ITPro.TV will respond to requests for access to your personal information, or requests to change, modify or delete personal information associated with the Service in a reasonable time and without undue delay.

12. Disclaimer of Warranties; Limitation of Liability:

Col/bolet
PM

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SERVICE, YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. NONE OF ITPRO.TV, NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES ITPRO.TV, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE OR THE CONTENT. 6/20/19
MN

12.2 NONE OF ITPRO.TV, ANY THIRD PARTY CONTENT PROVIDER, NOR THEIR RESPECTIVE AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 6/20/19
MN

12.3 SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF ITPRO.TV, THIRD PARTY CONTENT PROVIDERS, AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. 6/20/19
MN

13. Third Party Rights: 6/20/19 MN

The provisions of paragraphs 3, 4, ~~10~~, and ~~12~~ are for the benefit of ITPro.TV, third party Content providers, and its and their respective employees, agents, and contractors. Each such party will have the right to enforce such provisions directly on its own behalf.

14. Miscellaneous: 6/20/19 MN

This Agreement shall be construed in accordance with the laws of the State of ~~Florida~~ ^{Ow} and the parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts located in ~~Alachua County, Florida~~ ^{Madison County, Ohio}. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. This Agreement may not be amended except in writing signed by both parties and no waiver by either party shall be deemed a waiver of any preceding or subsequent breach or default. The provisions of sections 3, 4, 7, 8, ~~10~~, 11, ~~12~~, and 13 shall survive any termination of this Agreement, as well as any other provisions which by their terms or sense are intended to survive. These terms are neither assignable nor transferrable by you, by operation of law or otherwise, without ITPro.TV's prior written consent. 6/20/19
MN

15. International Use:

Other than as specifically delineated in our Privacy Policy, we make no representation that materials on this website are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Provision of the Service may involve transfer of personal information from the European Union to the United States. Subscribers located in the European Union hereby consent to the processing of their personal information by ITPro.TV in the United States subject to the terms and conditions of our Privacy Policy, which can be found at <https://www.itpro.tv/privacy/>.

Last Revised: April 3, 2019



Privacy Policy

At ITProTV, we value the privacy and security of your personal information, and are committed to the fair and transparent processing of your information. This Privacy Policy is meant to help you understand what information we collect, why we collect it, and how you can update, manage and delete your information.

What information do we collect?

We collect information from you when you register on our site. When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information. We collect only the personal information¹ that we need in order to provide you with the products or services that you order. You may, however, visit our site anonymously.

Upon written request, we will disclose to you the personal information we hold about you, and will endeavor, to the extent technically feasible, to delete or render inaccessible your personal information. You may also request that we correct or amend such personal information so that any inaccurate or incomplete personal information can be corrected or completed without undue delay. Such requests should be directed to our Director of Privacy, whose contact information is provided below.

We will endeavor to respond to your requests to view, correct or delete your personal information without undue delay, or within approximately one month following verification of your identity. Note that we will undertake a good faith effort to accommodate requests for access to or deletion of personal information. However, these requests may be subject to an evaluation of additional factors, including disproportionate burden or expense, or the risk to the privacy or other rights of others. We may also retain and use your personal information as necessary to comply with our legal obligations, resolve disputes, enforce our rights or agreements, and for other lawful business purposes.

¹The term personal information, as used in this Privacy Policy, includes "personal data" as defined by the General Data Protection Regulation, "personal information" or "personally identifiable information" as defined in various United States data breach notification laws and information that may otherwise be used to identify an individual.

How do we use your information?

Any of the information we collect from you will only be used to process your order with us and to provide you with informational material relating to other of our products and services that may be of interest to you. However, you have the right to opt out of receiving these additional materials.

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

How do we protect your information?

We implement a variety of technical and organizational security measures to maintain the safety, integrity and confidentiality of your personal information when you place an order or enter, submit, or access your personal information. We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway provider's database so that it is only accessible by those authorized with special access rights to such systems, who have a role in providing adequate protection to your information.

After a transaction is processed, your private information (credit cards, etc.) will not be stored on our servers.



use cookies to understand and save your preferences for future visits.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personal information. We may provide certain of your information to trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties provide us assurances that they will provide adequate protection to your information. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect yours, ours or others' rights, property, or safety. We do not edit, review or make decisions concerning information you decide to share with others on our site, including, but not limited to, any personal information.

Links to sites of third parties

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies, which we encourage you to review before inputting any personal information into those sites. However, we have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

California Online Privacy Protection Act Compliance

Because we value your privacy we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent. As part of the California Online Privacy Protection Act, all users of our site may make any changes to their information at anytime by logging into their control panel and going to the 'My Profile' page.

Children's Online Privacy Protection Act Compliance

We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act), we do not collect any information from anyone under 13 years of age. Our website, products and services are all directed to people who are at least 13 years old or older.

General Data Protection Regulation (GDPR)

Because we take the privacy and security of your information very seriously, including our subscribers who reside in the European Union, we are committed to protecting your personal information in accordance with provisions of the GDPR. We are building privacy and security of personal information into our technical and organizational systems and processes related to any personal information we process. We do not sell, exchange or transfer member information for any reason, without your consent, other than for the express purpose of delivering the product or service requested. The personal information we collect is limited to that which is necessary to provide the products and services you request, and your information is only kept as long as necessary to fulfill the purposes for which it was collected.

Terms and Conditions

Please also visit our Terms and Conditions section establishing the use, disclaimers, and limitations of liability governing the use of our website at <https://www.itpro.tv/eula/>.

Your Consent

By using our site, you consent to our web site privacy policy.



changes are significant, we will provide a more prominent notice.

Contacting Us

If there are any questions regarding this privacy policy you may contact our Director of Privacy at dpo@itpro.tv. You may also contact us using the information below:

ITProTV
7525 NW 4th Blvd
Gainesville, FL 32607, USA
support@itpro.tv



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**WADSWORTH CITY SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
FOR STRS/SERS COVERED SERVICES**

This Agreement is made by the Wadsworth City Board of Education ("Board") and KMN Whole Music ("Contractor") (collectively "Parties").

WHEREAS, the Contractor has expertise in providing services sought by the Board; and

WHEREAS, the Board wishes to utilize the Contractor's services and abilities during the term of this Agreement and the Contractor is willing to offer such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. ENGAGEMENT AND DUTIES

- a. During the term of this Agreement, the Board hereby engages the Contractor and the Contractor hereby agrees to serve the Board as an independent contractor. The Contractor shall be available to work at reasonable times and for reasonable periods of time to perform services required by the Board.
- b. The Contractor hereby represents and warrants to the Board that it has the necessary expertise, licenses, permits, and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.
- c. The Contractor's duties shall be as follows:

To provide services as outlined below:

- i. Provide well-planned music therapy services as outlined in student's IEPs.
- ii. Assess student's needs in collaboration with the student's IEP team.
- iii. Facilitate group services, in some instances, with focus on a common goal.
- iv. Provide supplies, musical instruments, and equipment as necessary.
- v. Consult with educational team and share carryout strategies.
- vi. Gather data with integrity, to ensure the continued need or the recommendation of discontinuing music therapy services.
- vii. Monitor progress and supply quarterly progress reports to the IEP team and families.
- viii. Provide services in accordance with the Standard of Clinical Practice set forth by the American Music Therapy Code of Ethics (documents available upon request).

2. TERM

This Agreement shall begin on August 1, 2020 and end July 31, 2021. This Agreement shall not renew unless agreed to in writing by the Contractor and the Board, pursuant to a board resolution.

3. COMPENSATION

For all services rendered by the Contractor under this Agreement, the Contractor shall be paid as follows, which shall include a breakdown of each employee's rate of pay for services rendered to the Board pursuant to this Agreement, as well as the required STRS/SERS contributions:

Service	Employee	Billed Rate	Pay Rate	STRS Employer Share	STRS Employee Share	Total Due To Contractor By Board	Total Paid For Remainder of Contract Not to Exceed
Music Therapy Services	KMN Whole Music	\$85.00	\$45.00	\$6.30	\$6.30	\$72.40	\$25,000

4. STRS/SERS

- a. The Contractor expressly acknowledges and agrees that the compensation received from the Board pursuant to Paragraph 3 of this Agreement is the only compensation that it will receive from the Board related to the Contractor's provision of services to the Board as outlined in Paragraph 1(c) of this Agreement.
- b. The Contractor expressly acknowledges and agrees that it is solely responsible for any liabilities the Board may incur as a result of the provision of services by the Contractor's employees to the Board under his Agreement, including, but not limited to, any present or future obligations to make contributions to the State Teacher's Retirement System of Ohio ("STRS"), School Employees Retirement System of Ohio ("SERS"), or any successor retirement system(s) to STRS or SERS.

- c. The Contractor expressly acknowledges and agrees that it shall be solely responsible for any payments, penalties, or interest the Board may owe, both now and in the future, to STRS, SERS (or any successor retirement system(s) to STRS or SERS), or any of Contractor's employees for failure to make required contributions to STRS or SERS related to any services provided to the Board by Contractor's employees pursuant to this Agreement.
- d. The Contractor expressly agrees that it shall provide the Board with sufficient information regarding its compensation to each of the Contractor's employees providing services to the Board under this Agreement so as to enable the Board to comply with its obligations to STRS/SERS. This information shall include, but is not limited to, and written report detailing each employee's rate of pay for services rendered to the Board pursuant to this Agreement and the IRS Form W-2 for every employee providing services to the Board under this Agreement. The Contractor expressly agrees that it shall comply with any request from the Board for employee compensation information reasonably related to the Board's payments to STRS/SERS on behalf of such employee.
- e. The Parties mutually agree that in order to comply with STRS/SERS requirements, the Board shall pay to STRS/SERS both the employee and employer shares as required by law and set by STRS/SERS, the legal calculation of which may change from time to time. The Parties further mutually agree that the applicable employee and employer shares paid to STRS/SERS by the Board shall be deducted from the amount owed to the Contractor by the Board under Paragraph 3 of this Agreement. For example, if the Contractor charges the Board \$100.00 for services rendered by one of the Contractor's employees during the 2019-2020 school year and the Contractor pays the employee \$50.00 for the provision of these services, the Board is presently required to remit \$14.00 to STRS (14% employee share [\$7.00] and 14% employer share [\$7.00]) or \$12.00 to SERS (10% employee share [\$5.00] and 14% employer share [\$7.00]) as the combined required employee and employer shares. Accordingly, the Board's remaining obligation to the Contractor would be only \$86.00 ($\$100.00 - \$14.00 = \$86.00$) in the case of an STRS covered employee or only \$88.00 ($\$100.00 - \$12.00 = \$88.00$) in the case of an SERS covered employee. The Parties understand that the STRS employee contribution may change at any time as determined by the Ohio General Assembly. The Parties understand and agree that the total amount owed to the Contractor by the Board under this Agreement shall be calculated pursuant to Paragraph 3 of this Agreement irrespective of the percentage of the employee's compensation required to be paid to STRS/SERS by the Board.
- f. The Contractor expressly agrees to indemnify and hold the Board harmless from any and all STRS/SERS (or any successor retirement system(s) to STRS or SERS)

related claims covered by Paragraph 4 of this Agreement as required by Paragraph 11 of this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

- a. The Board and the Contractor acknowledge that the Contractor is acting as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee or principal and agent between the Board and the Contractor. The Board is relying on the Contractor's own training and expertise to provide the services in a competent, efficient, professional and satisfactory manner. Neither Party shall have authority to create, alter, or amend any agreement or representations on behalf of the other Party or to incur liabilities on behalf of the other Party.
- b. The Contractor shall assume sole responsibility for the payment or withholding of all federal, state or local income taxes, Social Security taxes, and unemployment taxes or liabilities arising from the Contractor's compensation pursuant to this Agreement and shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors under this Agreement. Moreover, the Contractor solely assumes responsibility for compliance with the Fair Labor Standards Act, including, but not limited to, minimum wage and overtime requirements. Further, the Contractor shall indemnify and hold the Board harmless from any claims covered by this Paragraph pursuant to Paragraph 11 of this Agreement.

6. ADHERENCE TO APPLICABLE POLICIES AND LAWS

The Contractor agrees that it will adhere to all applicable Board policies, guidelines, and standards, including, without limitation, all safety guidelines and programs, as well as all applicable state, local, and federal laws, including, but not limited to the Family Education Rights and Privacy Act ("FERPA"), any applicable sexual offender/predator laws and all applicable background check requirements, in providing the services under this Agreement. The Contractor further agrees that its staff will adhere to all applicable Board policies and regulations regarding proper behavior on Board premises and treatment of Board property. The Contractor further agrees to pay all costs for any damage to any Board property caused by the Contractor's staff.

7. LICENSURE/CERTIFICATION

The Contractor shall ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification.

8. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Contractor shall ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied. A copy of all background/criminal records checks shall be maintained by the Contractor for inspection by the Board, upon request.

9. DUTY TO REPORT CHILD ABUSE

The Contractor shall ensure that any employee, agent or representative who provides services under this Agreement complies with all applicable laws regarding reporting of known or suspected child abuse.

10. NONDISCRIMINATION

The Contractor covenants that it does not and will not discriminate against any individual on the basis of race, color, religion, sex, military status, national origin, disability, age, genetic information or any other reason prohibited by law.

11. INDEMNIFICATION

The Contractor will defend, indemnify and hold the Board, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the Board in connection with the provision of services under this Agreement, including but not limited to such claims, liabilities, actions, suits, damages and/or losses resulting from actions taken by and care given by the Contractor in providing the services under this Agreement, as well as any losses, costs and attorneys fees incurred in responding to any such claims arising from or connected with the provision of services under this Agreement.

12. LIABILITY INSURANCE

At all times during the term of this Agreement, the Contractor shall maintain and keep in full force and effect, liability insurance, at its sole cost, as follows: Professional liability insurance, \$1,000,000.00 per occurrence. The Contractor shall provide the Board with a certificate or certificates of insurance evidencing compliance with the Paragraph 12. If

coverage changes, the Contractor must forward evidence of new coverage within ten (10) days of the change. The Board shall be named as Additional Insured for all policies except workers' compensation. The insurances shall be carried by insurance companies authorized and licensed to transact business in Ohio, as selected by the Contractor.

Contractor shall also maintain at all times during the term of this Agreement workers' compensation coverage per statutory requirements and shall provide the Board with appropriate certificate(s) evidence such coverage.

Contractor shall also maintain at all times during the term of this Agreement unemployment coverage per statutory requirements and shall provide the Board with appropriate certificate(s) evidence such coverage.

13. CONFIDENTIALITY/EDUCATIONAL AND STUDENT RECORDS

Student education records will only be released to the Contractor as provided by all applicable laws, including but not limited to FERPA, and Board policy and guidelines. Additionally, the Contractor will adhere to FERPA requirements and all other applicable laws regarding the use, maintenance and/or disclosure of such education records. The Contractor, including its officers, agents, and employees, shall not use or disclose student records in any manner prohibited by FERPA or any other applicable federal or state law, or contrary to the purposes of this Agreement. The duty to maintain the confidentiality of student personally identifying information shall survive the termination of this Agreement. The Contractor shall immediately report to the Board any unauthorized use or disclosure of student records or information by the Contractor or its officers, agents or employees, of which the Contractor becomes aware. In addition to the confidentiality obligations it has regarding student records, the Contractor acknowledges that any information obtained regarding the Board's operations, products, services, policies or any other aspect of its business is confidential and shall not be revealed or disclosed to any person, company or other entity without express written permission of the Board.

14. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the Party at the address set forth below, or to such changed address as a Party may have fixed by notice to the other Party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Contractor:
KMN Whole Music
[REDACTED]
Seville, OH 44273

If to the Board:
Andrew Hill
524 Broad St.
Wadsworth, OH 44281

15. TERMINATION

This Agreement may be terminated without cause by either Party on thirty (30) calendar days written notice of said intent, delivered by certified or registered mail upon the other Party at the address provided in Paragraph 14 of this Agreement. Additionally, the Board may terminate this Agreement immediately and without penalty if otherwise required by law, if the amount of service required by a student's IEP to whom the Contractor is providing such service is reduced or eliminated, or if the Contractor engages in illegal conduct or other conduct that is contrary to the educational mission of the Board.

16. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Medina County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties, and supersedes any previous agreements they may have made, whether orally or in writing.

18. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either Party without the prior written consent of the other Party.

19. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both Parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the Party to be charged. However, if the Board is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement can be amended pursuant to such mandate by the Board without written consent of the Contractor.

20. WAIVER OF BREACH

The waiver by any Party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any Party hereto.

21. SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Board and the Contractor shall survive the completion of services hereunder and the termination of this Agreement, including without limitation provisions on indemnity.

22. COUNTERPARTS

This Agreement may be signed by the Parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement. This Agreement shall be binding when executed by both Parties.

23. SUNSHINE LAW COMPLIANCE

The Parties expressly acknowledge and agree that all formal actions of the Board concerning and relating to the adoption of this Agreement were conducted in an open meeting of the Board, and that all deliberations of the Board that resulted in such formal actions were adopted in meetings open to the public, in accordance to the law.

IN WITNESS THEREOF, the Parties hereto have set their hands.

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. _____

R.C. 5705.41 and R.C. 5705.412 Certificate

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Treasurer
(In his/her official capacity only)

Superintendent
(In his/her official capacity only)

Date

Date

Board President
(In his/her official capacity only)

Date

Chippewa Golf Club

12147 Shank Road, Doylestown, OH 44230

(330)658-6126

FAX (330)658-3127

July 21, 2020

Wadsworth High School Varsity and JV Golf teams will have the use of the course and driving range at Chippewa Golf club for their home matches for the 2020 season. They will pay Chippewa Golf Club \$1,700.00 for this service.

Brad Musgrave, Athletic Director

Name and Title (print)

8-4-20

Date

Brad Musgrave

Signature

Book	Policy Manual
Section	5000 Students
Title	RANDOM ALCOHOL, DRUG AND NICOTINE TESTING OF WADSWORTH CITY SCHOOL DISTRICT STUDENTS
Code	po5512.01
Status	Active
Adopted	May 8, 2017
Last Revised	February 10, 2020

5512.01 - **RANDOM ALCOHOL, DRUG AND NICOTINE TESTING OF WADSWORTH CITY SCHOOL DISTRICT STUDENTS**

Overview

The procedure for initial and random alcohol, drug, and nicotine testing of participating students is accomplished in conjunction with an independent testing Vendor selected by the Board of Education. The Vendor will be provided, by the Designated Official, a full list of eligible students, and, in turn, the Vendor will randomly select students for testing at regular intervals. The Vendor will send qualified collectors to the school who will oversee the collection of all specimens as outlined in 6(b). The Vendor will provide Medical Review Officer (MRO) services for interpretation and verification of results. Results will be reported to the Designated Official by the MRO. Specimens are collected as split specimens which requires the Vendor to separate the specimen in two separate containers. One (1) specimen will be tested and the other will be held for a second test, if required.

A. A STATEMENT OF NEED AND PURPOSE

Recognizing that the use of alcohol, drugs and nicotine by students involved in activities is a national problem, and with the support from the U.S. Supreme Court, the Wadsworth City School district implements this program of deterrence and identification, as a proactive approach to a truly safe and alcohol, drug, and nicotine-free school. Likewise, through participation in activities, students using harmful substances pose a threat to their own health and safety, as well as to that of other students. The purpose of this program is fourfold:

1. to provide for the health and safety of all students;
2. to undermine the effects of peer pressure by providing a legitimate reason for students to refuse to use alcohol, drug and/or nicotine;
3. to encourage students who use alcohol, drug and/or nicotine to participate in treatment programs; and
4. To prevent the impact alcohol, drugs and nicotine use have on the learning centers of the brain, allowing each student to achieve his/her full academic potential while he/she is involved in activities within the Wadsworth City School District.

This program is designed to create a safe, alcohol, drug, and nicotine-free, environment for students and assist them in getting help when needed. The program does not affect the current policies, practices, or rights of the District regarding student alcohol, drug, and/or nicotine possession or use, where reasonable suspicion is established by means other than testing through this policy.

Any student in grades seven (7) through twelve (12) and his/her parent/guardian/custodian(s) must first sign a testing registration/consent form in order to be eligible to participate in any one (1) or combination of the following:

1. Purchasing a parking pass, which allows a student to drive to/from school;
2. Athletics; and/or
3. Extra-curricular activities (that are not tied to an academic grade) other than athletics.

B. SUPPORTING DATA

Random testing of a public school interscholastic athlete is legal as determined by the United States Supreme Court in the case of *Vernonia School District 47J (Oregon) v. Wayne and Judy Acton*, and *Pottawatomie v. Earls*.

C. DEFINITIONS

Adulterant/Adulteration - Any attempt to alter the outcome of the test by adding a substance to the sample, attempting to switch the sample, or otherwise interfere with the detection of illicit or banned substances in the urine, or purposefully over-hydrating oneself in an attempt to dilute the urine to decrease possible detection of illicit or banned substances.

Banned Substance - A substance defined by school policy as being banned from use by students.

Chain-of-Custody Form - A preprinted form provided by the testing laboratory that records all contact with the provided specimen. The form is initialed by the collector and donor then stays with the specimen until the results are certified by the testing scientist and forwarded to the MRO for final certification.

Designated Official(s) - The individual hired and/or identified by the district to oversee programs of the school or district. There may be one (1) Designated Official in each school building that participates in testing of students.

Illicit Substance - A drug classified by the Drug Enforcement Administration (DEA) as being available only by prescription from a physician or classified as being controlled and having no therapeutic use.

Medical Review Officer (MRO) - A licensed physician trained and certified in the process and interpretation of drug testing results.

Quantitative Levels - The measurement levels of specific chemicals in the urine reported usually in nanograms per milliliter (ng/ml).

SAMHSA - The Substance Abuse and Mental Health Services Administration, a governmental agency that certifies toxicology laboratories that perform alcohol, drug, and nicotine testing following strict guidelines and constant quality assurance programs.

Student Participant - A qualified student participating on a sanctioned activity as defined by OSHAA/or in a qualifying activity recognized by the Board of Education.

Testing Year - The testing year begins August 1 and continues for 365 days thereafter.

Vendor - The medical office or company selected by the Board of Education to carry out the procedure identified in this policy.

D. PROCEDURES FOR STUDENT PARTICIPANTS

1. Informed Consent for Testing

At the beginning of each season/year, student participants and their respective parent/guardian/custodian will complete and sign the testing registration/consent form. No student may participate until this form is properly executed and on file with the Designated Official.

2. Alcohol, Drug and Nicotine Testing Frequency

All eligible student participants will be tested at a minimum of one (1) time during current school year regardless of when they join the activity. This testing will be completed on a specified date and time.

Subsequent testing will be done on a random basis throughout the school year. All students wishing to participate may be subject to testing for illicit or banned substances as specified in Paragraph 6(c) below. Eligible students will be randomly tested, on up to a bi-weekly basis, anytime during the testing year. This program continues until the student graduates. Any student that has completed his/her activity, and does not intend on participating in any other activity for the remainder of his/her time at Wadsworth Middle or High School, may be removed from the program with a signed parent/guardian/custodian letter to the Designated Official. If no letter is submitted, and the parent/guardian/custodian submits the testing registration/consent form yearly, then the student will remain in the program for the remainder of his/her school year. If the student decides to rejoin an activity after submitting the letter of removal then he/she will be treated as an initial entrant into the Wadsworth City School

Drug Testing policy/procedures. Any student who refuses to submit to testing or does not submit a completed testing registration/consent form will not be allowed to purchase a parking pass or participate in athletics or non-academic extracurricular activities in the Wadsworth City School District.

3. Sample Collection

Samples will be collected as outlined under Paragraph 4(d) below. Any eligible student selected randomly for testing who is not in school on the day of testing will be tested at the next available testing time. Students not able to provide an adequate urine specimen at the testing time will be offered the opportunity to consent to a saliva sample after it is determined by the Vendor and Designated Official that the student has adequately attempted to provide a urine sample. If the Student voluntarily consents to a saliva sample after it is determined by the Vendor and Designated Official that the student has adequately attempted to provide a urine sample, the saliva sample will be collected as outlined in Paragraph D(4). Otherwise, the Student will be unable to participate until the proper specimen is provided.

Arrangements may be made for special collections at a Vendor Collection site with prior approval of the Designated Official.

4. Procedures

Selected students will be escorted from class or practice to the collection site. The student will be required to have a picture identification or be identified by the Designated Official and complete necessary form(s). A specimen of urine, or in rare circumstances where consent is given, saliva, is collected following the process utilized by the vendor selected by the district. The details of this process will always be posted on the district website and will always be designed to require a level of privacy for each student (e.g. the collector of the specimen will always remain outside of the closed bathroom stall while the specimen is produced).

E. CONFIDENTIALITY OF RESULTS

All test results are considered confidential information and will be handled accordingly. Those persons having results reported to them as set forth by this policy must sign a Confidentiality Statement for the Random Testing Program.

F. VENDOR REQUIREMENTS

At a minimum, the Vendor must be able to provide the following services:

1. Random Selection of Student Participants

Once provided a list of eligible students, the Vendor must select the required number of students in a random and confidential manner. Up to bi-weekly, the Vendor will arrange with the Designated Official a day and time to do the collection of specimens. The schedule will not follow any recognizable pattern. The selected students' names will be given to the Designated Official, who will arrange for these students to report to the collection area.

2. Collection of Specimens

The Vendor will oversee the collection of specimens as outlined in paragraph 4 (d). Chain-of-Custody forms will be provided by the Vendor that meet the criteria of this policy and that of the testing laboratory.

3. Testing of Specimens

The Vendor will have all specimens tested for the specified illicit or banned substances by a qualified laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) following the guidelines of the Department of Health and Human Service (HHS).

The testing laboratory must be able to test for the following drug classes, substances, or their metabolites in collected urine specimens. The Designated Official may request testing of substances, including, but not limited to, the following list:

Alcohol	Amphetamines	Anabolic Steroids
Barbiturates	Benzodiazepines	Cocaine Metabolites
LSD	Marijuana Metabolites	Methadone
MDMA (Ecstasy)	Nicotine	Opiates (painkillers, heroin)
Phencyclidine	Propoxyphene	K2 / Spice
Other synthetic drugs (Bath Salts)		Synthetic Cannabinoids

4. Medical Review Officer (MRO) Services

The Vendor will provide MRO services by a licensed physician who is certified by the Medical Review Office Certification Council (MROCC) or the American Association of Medical Review Officers as having proven by examination to have had the appropriate medical training to interpret and evaluate test results and thus qualified for certification as a Medical Review Officer. Additionally, the MRO must demonstrate a willingness to abide by this policy, as to the evaluation of positive tests and reporting findings to the Designated Official in a timely and confidential manner. Test results will be maintained by the Designated Official for a period of seven (7) years from the date of the test. These records will not be maintained as part of a student's record.

5. Reporting of Random Test Results by Vendor

The MRO will certify all screens as negative or positive and report, by telephone, positive findings in a confidential manner to the parent/guardian/custodian first. The MRO will also notify the Designated Official, once the positive result is confirmed, by phone and in writing, that a test returned positive.

6. Statistical Reporting and Confidentiality of Test Results

The Vendor, testing laboratory, or MRO may not release any statistics on the rate of positive tests to any person, organization, news publication, or media without expressed written consent of the Wadsworth City School District Board of Education.

However, the Vendor will provide the Designated Official with an annual report showing the number of tests performed, rate of positive and negative tests, and what substances were found in the positive urine specimens. This report will not contain any student names, though the positive results would have been disclosed prior, as outlined in this policy.

G. PROCEDURES IN THE EVENT OF A POSITIVE RESULT

1. Whenever a student's test result indicates the presence of alcohol, drugs and/or nicotine or adulteration, as determined by the MRO, the following will occur (note: with a positive test result for nicotine, if a student is eighteen (18) years old or older the positive result will be excluded as a student can legally purchase and use nicotine at age eighteen (18). Outside of this policy, the Wadsworth City School District Code of Conduct and other policies apply if tobacco/nicotine products are found or used on campus or at a school-related activity, regardless of a student's age.):
 - a. The parent/guardian/custodian is initially notified of the result by the MRO.
 - b. The Designated Official is notified once the positive result is confirmed and will notify the parent/guardian/custodian and student of implementation of this policy and of any positive results.
 - c. The student will be subjected to the appropriate action based on his/her circumstances.
 - d. If the parent/guardian/custodian or student wishes to contest the results, the Vendor will arrange for the split portion of the specimen to be submitted to another laboratory, approved by the Board of Education, for testing. This is done at the expense of the parent/guardian/custodian or student. Such a request must be made to the Designated Official, in writing, within five (5) calendar days from first notification of positive test results. If the contested test is reported as negative by the second laboratory, the first result will be nullified and the cost will be incurred by the District.
 - e. The MRO may use quantitative results to determine if positive results on repeat testing indicate recent use of illicit or banned substances or the natural decline of levels of the illicit or banned substance from the body. If the MRO feels the quantitative levels determined to be above the established cutoffs do not reflect current use but natural decay, then a negative result may be reported.

2. First Positive Result

A positive result from the MRO or ruling of adulteration will constitute a first positive. The student will have two (2) options:

Option A) The student will receive treatment based on his/her assessment from a certified alcohol, drug, and/or nicotine treatment program. While the ultimate decision rests with the parent/guardian/custodian, a list of

potential providers will be provided by the District. The parent/guardian/custodian must provide the date the assessment will take place and the program selected within five (5) calendar days of notification of the positive result. The student will be allowed to continue participating as long as the treatment plan is being followed and/or completed, as evidenced by submission of the required documentation to Designated Official.

Option B) For Athletics: The student refuses treatment and will be suspended from fifty percent (50%) of the season. The amount of suspension is based on the number of regular-season scheduled events. If a violation occurs at or near the end of a sport season or activity, or if the student is not "in-season" at the time of the violation, then the penalty will be appropriately adjusted and/or applied to the next "in-season" sport or activity in which he/she is a regular participant. Students (except freshmen), suspended under this rule, may not avoid the consequences of a denial of participation by trying out for a new sport or activity (i.e., one in which he/she is not a regular participant). In such cases, the suspension applies to the next sport or activity in which the student is a regular participant.

For extracurricular activities/parking: The student will be suspended from the activity/parking for a nine (9) week period beginning with the date of violation. Athletic/Extracurricular Activity/Parking consequence will run concurrently.

For either option, the student will also be required to submit up to three (3) follow up random drug tests at the expense of the parent/guardian/custodian. Failure to comply with this requirement will result in indefinite suspension from sports and activities.

3. Second Positive Result

A second positive result from the MRO or ruling of adulteration will result in a second offense. Students in the second offense will have one (1) of the following consequences based upon the choice from first consequence:

IF student was in Option A above then he/she must continue or re-enter the treatment/intervention plan as designed by the assessment counselor and submit the required documentation to the Designated Official. S/He also forfeits fifty percent (50%) of the athletic season contests (season or tournament) based upon the number of regular-season scheduled events. If a violation occurs at or near the end of a sport season or activity, or if the student is not "in-season" at the time of the violation, then the penalty will be appropriately adjusted and/or applied to the next "in-season" sport or activity in which he/she is a regular participant. Students (except freshmen) suspended under this rule, may not avoid the consequences of a denial of participation by trying out for a new sport or activity (i.e., one in which he/she is not a regular participant). In such cases, the suspension applies to the next sport or activity in which the student is a regular participant.

For extracurricular activities/parking: The student will be suspended from the activity/parking for a nine (9) week period beginning with the date of violation. Athletic/Extracurricular Activity/Parking consequence will run concurrently.

IF the student chose Option B above then the student will receive treatment based on his/her assessment from a certified drug/alcohol treatment program. While the ultimate decision rests with the parent/guardian/custodian, a list of potential providers will be provided by the District. The parent/guardian must provide the date the assessment will take place and the program selected within five (5) calendar days of notification of the positive result. The student will also forfeit seventy-five percent (75%) of the contests/events/activities (season or tournament), based upon the number of regular-season scheduled events. If a violation occurs at or near the end of a sport season or activity, or if the student is not "in-season" at the time of the violation, then the penalty will be appropriately adjusted and/or applied to the next "in-season" sport or activity in which he/she is a regular participant. Students (except freshmen) suspended under this rule, may not avoid the consequences of a denial of participation by trying out for a new sport or activity (i.e., one in which he/she is not a regular participant). In such cases, the suspension applies to the next sport or activity in which the student is a regular participant.

For extracurricular activities/parking: The student will be suspended from the activity/parking for an eighteen (18) week period beginning with the date of violation. Athletic/Extracurricular Activity/Parking consequence will run concurrently.

IF the student chooses to not be in any intervention/treatment plan then he/she will no longer be allowed to purchase a parking pass or participate in athletics or extracurricular activities for the remainder of his/her WHS career.

The student will also be required to submit up to three (3) follow-up random drug tests at the expense of the parent/guardian/custodian. Failure to comply with this requirement will result in indefinite suspension from contests/events/activities.

4. Third Positive Result

A third positive result from a MRO or ruling of adulteration will result in the student being barred indefinitely from purchasing a parking pass or participating in athletics or extracurricular activities. The student will be able to earn eligibility back by having no positive test results for one (1) year from the date of the third offense. As part of the process to earn eligibility back, the student will be subjected to random test(s) each month at the expense of the parent/guardian. If the student earns his/her eligibility back after one (1) year, and then has another positive test result, he/she will be barred indefinitely from purchasing a parking pass or participating in athletic or extracurricular activities and will be subject to the same one (1) year process, as described earlier in this paragraph, to regain eligibility.

5. Self-Referral

A student who refers himself/herself prior to receiving a positive result from the MRO will comply with the requirements in Paragraph 7 (b) Option A. Self-referrals may be used on a first offense only. Subsequent positives following a referral will continue to actions stated in Paragraphs 7 (c) and 7 (d). For the purpose of this policy, a student may only self-refer one (1) time while a student in the Wadsworth City School District.

6. Middle School to High School Transition

When a student transitions from the middle school to the high school, he/she will start at the first offense level (7b above) if he/she has a positive test result, regardless of the level he/she was on upon conclusion of his/her middle school years. But, consequences given to a student as a result of an offense in middle school, as described above, will carry into high school until they are completed. Once the consequences are completed, the student will start at the first offense level (7b above) if he/she has a positive test result.

H. NO ACADEMIC CONSEQUENCES

No student will be penalized academically for testing positive. The results of tests pursuant to this policy will not be documented in any student's academic records. Information regarding the results of tests will not be disclosed to criminal or juvenile authorities absent legal compulsion by valid and binding subpoena or other legal process, which the Wadsworth City School District Board of Education will not solicit. In the event of service of any such subpoena or legal process, the student and the student's parent/legal guardian/custodian will be notified before a response is made by the Wadsworth City School District Board of Education, to the extent permitted by such subpoena or legal process.

Revised 6/28/18

Revised 2/10/20

Major Tara Harrison
The Salvation Army
P.O. Box 300 Wadsworth, Ohio 44282

Dear Major Harrison:

We are pleased to assist The Salvation Army by providing temporary space for your offices and programs. Per our discussion, our Board of Education has agreed to provide, rent-free, space at the Charles R. Parsons Administration Building for one year, commencing June 16, 2020 through June 15, 2021. These are the building areas that you will be permitted to use:

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

The Salvation Army will be responsible:

- To provide cleaning and utility assistance
- To assume any phone charges/mail procedures and to cover any additional costs of operational or capital expenses. Please refer to our (available from the Frequent Links section of our District webpage). At the bottom of the document, a link is provided to an online rental form, which we ask that you complete and submit. Please advise if clarification is needed for any of these areas or if you believe we have omitted anything.

Sincerely,

Andrew J. Hill, Ed.D.
Superintendent

WADSWORTH CITY SCHOOLS | 2020-2021 CALENDAR

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MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the
Wadsworth Education Association

This Memorandum of Understanding is entered into this 5th day of August 2020, pursuant to the *Negotiated Agreement* (hereinafter referred to as “the Agreement”), between the Wadsworth City School District Board of Education (hereinafter referred to as “the Board”), and the Wadsworth Education Association (hereinafter referred to as “the Association”).

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as “the District”);

WHEREAS, 5.02 D states the following:

“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.”; and*

WHEREAS, Appendix D of the Agreement details the Supplemental Salary Schedule.

NOW, THEREFORE, the Board and the Association agree as follows:

1. Any supplemental contract which is Board-approved for the 2020-2021 school year that is not completed in its entirety due to orders or directives issued by Ohio’s Director of Health or Governor and/or the Ohio High School Athletic Association (OHSAA), or by the Board shall be paid on a pro rata basis as set forth herein, in those circumstances wherein actual work has been done by the employee.

2. In the event of a cancellation (full or partial) of an activity, club, program or sport during the 2020-21 school year, a percentage (0%, 25%, 50%, 75% or 100%) of the value of the supplemental contract will be paid (or not) according to the following criteria including timing of and percentage of days served in the supplemental contract:

- a. If the Superintendent cancels the activity, club, program, or sport at least 30 calendar days before the official start date of the supplemental contract and no work was performed by the advisor/coach/director; the supplemental contract holder will receive 0% payment.

However, if work has been performed between the date the Board awards the supplemental contract but prior to the 30-day advanced cancellation by the Superintendent, the contract holder will be paid 25% of the supplemental contract amount.

- b. If the Superintendent cancels the activity, club, program or sport less than 30 calendar days before beginning but no more than 20 days after the official start date of the supplemental contract the advisor/coach/director will receive 25% if there is no additional expectation of work by the advisor/coach/director.
- c. If the Superintendent cancels the activity, club, program, or sport more than 20 days after the official start date of supplemental contract the payment schedule below will apply:
 - i. 50% if there is no additional expectation by the administration of additional work by the advisor/coach/director and less than 50% of the days in the supplemental contract have occurred.
 - ii. 75% if there is no expectation by the administration of additional work by the advisor/coach/director and more than 50% but less than 75% of the days in the supplemental contract have occurred.
 - iii. 100% of the supplemental contract will be paid if the supplemental contract meets the criteria below:
 - The activity, club, program, or sport will exist in normal functioning for at least 75% of the days in the supplemental contract period and whether or not there is an expectation by the administration of additional work following the cancellation.

3. For the purposes of the official start date of the Supplemental Contract, the following dates will be used:

- a. Athletics: The first day permitted by the Ohio High School Athletic Association to hold practice.
- b. Fine arts: The first day of tryouts or practices/rehearsals.
- c. Other activities: The first day of meetings/practices.
- d. Supplemental contracts that last the entire school year: The first day of the teacher work year and is based upon a one hundred eighty-four (184) days.

4. Bargaining unit members who hold a Supplemental Contract shall be awarded credit of experience in the sport as if the season were completed, regardless of whether the activity is fully or partially cancelled.
5. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.

6. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

**For the Wadsworth City School District Board
of Education**

Rob Earle, WEA Co-President

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

Stephine Schmeltzer, WEA Co-President

**Wadsworth City School District
Remote Learning Plan
2020-2021**

Description of how student instructional needs will be determined and documented:

The instructional needs of students will be determined and documented by following the same learning standards that students would otherwise receive in the regular classroom setting. Curriculum maps and sequencing will be followed. Student needs, as identified in the following documents, will be addressed through instruction from our teachers and guidance of our support staff:

- Individual Education Program;
- Written Education Program; and
- Response to Intervention Plan.

The method to be used for determining competency, granting credit and promoting students to higher grade levels:

The procedures found in the following Wadsworth City School District Board of Education policies will be followed:

- 5410, Promotion, Academic Acceleration, Placement and Retention;
- 5421, Grading/Assessment; and
- 5430, Class Rank.

The school's attendance requirements, including how the school will document participation in learning opportunities:

The procedures found in Wadsworth City School District Board of Education Policy 5200, Attendance, will be followed. While in remote learning, a mixture of teacher-led remote learning (synchronous) and self-directed remote learning (asynchronous) will be used. Student participation in both synchronous and asynchronous learning will be used to determine attendance. For synchronous learning, the hours involved in learning with the teacher will count for attendance. For asynchronous learning, evidence of participation will be used for attendance (e.g., daily logins, daily interactions with the teacher, assignment completion).

While in blended learning, traditional attendance will be taken on the days students are in our school buildings while the attendance for days students are not in our school buildings will be tracked using the process described above for remote learning. In addition, Wadsworth City School District Board of Education Policy 2370.01, Blended Learning, will be followed.

A statement describing how student progress will be monitored:

Student progress will be monitored by regular review of the assignments students have submitted, diagnostic testing and formative and summative assessments.

Wadsworth City School District Board of Education Policy 2623, Student Assessment and Academic Intervention Services, will be followed.

A description as to how equitable access to quality instruction will be ensured:

Each student will be offered a district-owned device (Chromebook or iPad) to use in remote learning or in blended learning. Students without internet service at home will be provided with a hot spot. All students will have access to licensed teachers. The needs of exceptional learners, as identified in individual education programs, written education programs, and response to intervention plans, will be met.

A description of professional development activities that will be offered to teachers:

This school year, as in past years, we have four (4) professional development days for our employees built into our school calendar. Our Professional Development Committee plans a wide variety of offerings for teachers on topics applicable to remote learning and blended learning (e.g., Google Classroom).

School District Remote Learning Plan

Each qualifying public school governing body may adopt a plan to provide instruction using a remote learning model for the 2020-2021 school year in accordance with Section 16 of Sub.H.B. 164 of the 133rd General Assembly. The submission date of July 31, 2020 has been extended to August 21, 2020 for the qualifying public school to submit the adopted plan to the Ohio Department of Education. An adopted plan shall not be subject to approval by the Department.

"Qualifying public school" means a school district, a community school, or a STEM school that has not been approved to use a blended learning model in accordance with section 3302.41 of the Revised Code for the 2020-2021 school year.

For all requirements and recommendations needed to adopt a Remote Learning Plan, please visit our Remote Learning web page and review the checklist provided by the Ohio Department of Education.

If you have already notified the Ohio Department of Education that you will be implementing a Blended Learning Model for the 2020-2021 school year, you may submit an updated Blended Learning Declaration Form and indicate that you are discontinuing the Blended Learning Model.

A qualifying public school governing body may submit its plan to the Ohio Department of Education by completing the following form, submitting its Remote Learning Plan and emailing both items to: remotelarning@education.ohio.gov

Check all the boxes that apply.



I am submitting my district's Remote Learning Plan.



I am providing an amended version of my district's Remote Learning Plan.

School Year: 2020-2021

District/Name: Wadsworth City

IRN: 044974 County: Medina

Name and Title: Andrew J. Hill, Ed.D. / Superintendent

Signature: [Signature] Date: 8/5/2020

Email: ahill@wadsworthschools.org

Phone: 330-335-1300



SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

August 1, 2020-July 31, 2021

Revised June 2020

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

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SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

DECLARATION

The following benefit provisions apply to all those persons employed by the Board of Education and officially classified as a “Salary Exempt.” The following positions are classified Salary Exempt for the purpose of this Salary Exempt Employee Benefit Provision and will be referred to as “SEE” from this point on:

Career Pathway Compact Counselor
Job Training Compact Counselor

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

SALARY RANGE AND WORK SCHEDULE

Position	2020-2021		Days	Hrs./ Day
	Low	High		
Career Pathway Compact Counselor	\$76,120 77,642	\$92,430 94,280	204	8
Job Training Compact Counselor	\$64,196	\$80,489	194	8

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

CALAMITY DAYS

- A. Unless notified otherwise by administration, SEEs who are contracted to work in excess of two hundred and thirty five (235) or more days are expected to report to work when the school(s) in which they are employed are closed owing to an epidemic or other public calamity.
- B. SEEs who work in excess of two hundred and thirty five (235) days shall be paid for regular time lost if said epidemic or calamity prevents them from reporting, or causes them to be late.
- C. SEEs who work in excess of two hundred and thirty five (235) days are required to make every reasonable effort to be present to assist in the routine tasks to be performed and in coping with the emergency.

CELL PHONES

Cell phone reimbursements are given to SEEs based upon the following:

\$11/month for cell phone minute package; \$30/month for data package; \$492 total annually.

COMPENSATION SYSTEM (YEARLY)

CONCEPT

Each administrator and exempt employee has a base salary or hourly rate, the starting point of which is determined at his/her date of hire (see description below). Each year the Board of Education will determine a dollar amount available for raises to administrators and exempt employees. If the Board of Education determines money is available, the Superintendent will be responsible for determining how the money will be distributed to the employees. The Superintendent will determine a base percentage increase that will be given to all employees. In addition to the uniform base percentage increase, an additional uniform percentage will be available for employees who have met their performance goals and have the highest rating possible on their summative

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

evaluation for the year (see description below). Within the parameters written above, the total compensation increase an employee receives in a given year cannot exceed the top of the salary range for his/her position in the year in question.

HIRING SALARIES/HOURLY RATE

The determination of the appropriate starting salary or hourly rate for new hires will be made by the Superintendents' of the districts comprising the Four Cities Compact. Starting salaries or hourly rates should be at, or toward, the minimum of the assigned salary or hourly rate range. A starting salary or hourly rate which is higher than the minimum assigned salary or hourly rate range may be granted for such reasons as education and/or work experience directly applicable to the job which exceeds the minimum qualification requirements, a competitive market situation, a special or specific talent, etc. Salary or hourly rate levels of current District employees should also be considered in determining new hire salaries or hourly rates.

ATTAINMENT OF PERFORMANCE GOALS

At the beginning of each school year, the employee will set a minimum of two (2) performance goals collaboratively with his/her direct supervisor. In years where the Four Cities Compact has allocated money for raises, employees who meet their performance goals and who have the highest rating possible on their summative evaluation for the year will receive the additional uniform percentage available.

Whether an employee has met his/her performance goals is determined by the direct supervisor, in consultation with the Superintendents, and involves a portfolio based system that provides supporting evidence of results/outcomes.

SALARY/HOURLY RATE STRUCTURE ANALYSIS

In response to market trends, the salary/hourly rate structures should be reviewed and updated, as appropriate. A market analysis should be completed using comparable school districts in our area.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

RATIONALE

This system allows for performance-based financial incentives while creating an atmosphere where everyone can “win” if they have met their performance goals and have achieved at the highest level on their summative yearly evaluation. Performance goals and the evaluation instrument are known to the employee from the beginning, thus eliminating to a great degree the idea of a supervisor being “arbitrary” with decisions that are made. All of this is done within the dollar amount allocated by the Superintendents’ of the Four Cities Compact, in consultation with their Boards of Education.

DISCIPLINARY PROCEEDINGS

Appropriate discipline may include oral or written reprimand, suspension with or without pay, reduction, demotion and/or termination.

EVALUATION

The Superintendent will institute and maintain a comprehensive program for the evaluation of SEEs. SEEs include positions listed on page one and any other SEE not included in an employee negotiating unit.

The purpose of a SEE Evaluation will be to assess the performance of SEE and to provide information upon which to base employment and personnel decisions. Evaluation should also assist SEEs to develop their professional abilities in order to better accomplish the effective management of the school system.

The evaluation criteria for each position will be in written form and will be made available to the SEE. Evaluations will be made by the person to whom the SEE is immediately responsible (See Appendix A). The results of the evaluation will be put in writing and discussed with the SEE by the person who makes the evaluation. A SEE whose contract is due to expire at the conclusion of the current school year shall have at least one (1) preliminary evaluation and one (1) final evaluation during such year. A written copy of the preliminary evaluation report shall be provided to the SEE at least sixty (60) days prior to any Board action on the renewal or non-renewal of the contract. A written copy of the final evaluation report shall be provided to the SEE at least five (5) days prior to any Board action on the renewal or non-renewal of the contract.

The SEE being evaluated will have the right to attach a memorandum to the written evaluation. The results of the evaluation will be kept in personnel records maintained in

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

the central office. Information gathered and written evaluative documents used in retention, promotion or termination of a SEE will be accessible to the person concerned or his representative.

In order that there will be no conflict of interest in the supervision and evaluation of employees, at no time may any SEE be solely responsible for the supervision and/or evaluation of an employee if the SEE is directly related to that employee.

HOLIDAY PAY

- A. Holidays granted and paid are as follows: New Year's Day, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas Day. Good Friday also shall be a paid holiday in years when school is not in session on that day. SEE assigned to work two hundred sixty (260) days or more will also receive Fourth of July, Christmas Eve and New Year's Eve.
- B. In order to qualify for holiday pay, a SEE must be either working his/her last scheduled work day prior to the holiday and his/her first scheduled work day after the holiday, or be properly excused. SEE's on unpaid leave shall not be eligible for holiday pay.
- C. In the event a holiday falls on Saturday, Friday will be the paid holiday. If it falls on Sunday, then, Monday will be the paid holiday.

FBI CHECK

The Board shall pay for the cost of any FBI check provided the SEE initiates the background check through central office.

INSURANCE

GENERAL PROVISIONS

- A. Right to Insurance Benefits

In addition to the salary and other payments, the compensation of full-time SEEs shall include the insurance benefits provided herein. SEEs who are scheduled to work less than seventy-five percent (75%) of full-time shall not be eligible for

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

insurance benefits. A full-time is defined as those who are contracted to work one thousand two hundred fifty (1,250) hours or more in a work year.

B. Copy of Certificate of Insurance

1. SEEs will receive a certificate of insurance which shall provide the specific benefits provided.

C. Distribution of Explanation of Coverage(s)

1. As amendments and/or changes in insurance coverages or carriers are made, SEEs will receive a written description, prepared by the carrier, of such amendments and/or changes. This written description shall be provided within sixty (60) days of the amendment and/or changes.
2. A SEE hired during the term of this agreement shall, at the time of the signing of his/her contract, receive a written description of all insurance coverages in effect at that time.

D. Distribution of Insurance Cards

Each SEE shall be issued a current insurance card.

Preferred Provider Organization (PPO)

A. Method of Payment

SEE shall pay a portion of the monthly premium according to the following schedule:

Single: 9%

Family: 6%

B. Specifications

**Wadsworth City Schools – Base Plan
Blue Access® (PPO)
Effective 07/01/2018**

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

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		

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

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%	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 Abuse² - 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% 30% 30%
Human Organ and Tissue Transplants³ Acquisition and transplant procedures, harvest and storage.	20%	30%

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Covered Benefits	Network	Non-Network
Prescription Drugs Network Tier structure equals 1/2/3 Network Retail Pharmacies: (30-day supply) Home Delivery Service: (90-day supply) Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap	\$10 generic/\$20 preferred brand/\$30 Non-preferred generic & brand \$25 generic/\$50 preferred brand/\$70 Non-preferred generic & brand Rx OOP Max: \$6,525 Single/\$13,050 Family	50%, min \$30⁵ Not covered Rx OOP Max: \$13,050 Single/\$26,100 Family

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 coverage 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.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

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

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)

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- (2) Beginning in 2019 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.
- (4) For each year after 2018, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician directed

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

preventive exam will have the opportunity to earn health credits for the following calendar year.

TERM LIFE INSURANCE

A. Right to Coverage

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance in the amount of \$50,000 for each regular, full-time SEE 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 SEE 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 \$50,000 or One Hundred Thousand Dollars \$100,000, at the option of the SEE. The right to purchase such additional coverage is subject to availability and to all requirements imposed by the insurance carrier.

DENTAL INSURANCE

A. Right to Coverage

The Board shall self-fund and/or purchase from a carrier licensed in the State of Ohio, dental insurance coverage for each full-time SEE now or hereinafter employed, and his/her family.

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 SEE may change coverage during the districts open enrollment period or when the employee has a “change in life event” as defined by the insurance carrier.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

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.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- 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 relining and rebase of dentures are payable once in any calendar year. Lab relining 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.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

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.

LEAVE PROVISIONS

SICK LEAVE

- A. SEEs shall accrue sick leave as established by the Ohio Revised Code. Sick leave shall be charged as it is used in minimum increments of one-quarter (1/4) hours, with a maximum accumulation of two hundred eighty-four (284) days. The State mandated accumulation of sick leave is also established by the Ohio Revised Code. A SEE shall receive notification of his/her accumulated sick leave with each pay. A SEE who has not yet accumulated sufficient sick leave or who has

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

exhausted sick leave and personal leave shall be credited up to five (5) days of sick leave.

- B. SEEs may use sick leave, upon approval of the responsible administrative officer of the employee, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and to illness, injury or death in the SEE immediate family. Sick leave may also be used as follows: (1) 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 child birth will not exceed six (6) weeks from 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; (2) for care of a spouse with a newborn baby up to a maximum of five (5) days. If a SEE requires more than five days, he/she will provide written documentation to the Superintendent; and (3) for the death of an aunt or uncle up to a maximum of two days. Babysitting for the SEE's children or grandchildren is an inappropriate use of sick leave. When the administration suspects an abuse in the use of sick leave, the administration has the right to require an affidavit from a physician to verify the use of sick leave. Any misuse, abuse, or unauthorized use of sick leave will result in disciplinary action up to and including termination.
- C. Any SEE whose job requires the operation of machinery or motor vehicle and who is on prescription medication that might impact the SEEs ability to perform those functions must immediately inform his/her supervisor and provide a physician's statement verifying the member's fitness to operate such machinery or motor vehicle.
- D. The local definition of "immediate family" is:
- Spouse of SEE
 - Children or grandchildren of SEE or of his/her spouse
 - Parents and stepparents of SEE and SEE's spouse
 - Brothers and sisters of SEE and SEE's spouse
 - Grandparents of SEE and SEE's spouse
 - Son-in-law and daughter-in-law of SEE or of his/her spouse
 - In the event of death, "immediate family" also includes aunts and uncles.

Any person *in loco* of the above (e.g., anyone residing in the same home with the SEE or any relative who clearly stands in the same relationship with the SEE as

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

any of those so specified). A SEE must provide a written description of the facts on the District absence report form supporting the *in loco* situation.

- E. SEEs shall not be charged sick leave when school is not in session or when the SEE is not required to report to work.

PERSONAL LEAVE

A. Right to Leave

1. SEE shall be eligible for three (3) unrestricted days per school year.
2. SEE will not be charged personal leave on non-work days.

B. Notice of Intent to Use Leave

Notice of intent to use Personal Leave shall be provided by completing and delivering to the person the SEE directly reports to the prescribed form at least three (3) days in advance of the anticipated absence. If circumstances make advance notice impossible, the SEE shall notify the person they report to with his/her intent to use Personal Leave as soon as practicable.

C. Purpose of Leave

It is the intent of this Section to provide SEEs with a means of dealing with personal matters that cannot be handled except during school hours.

D. Personal Leave must be taken in minimum increments of one-quarter (1/4) hour.

- E. On occasion, special circumstances not covered by the provision above may arise and SEEs may wish to request personal leave. Such requests shall be made in writing to the person the SEE reports to who may grant the personal leave on a paid or unpaid basis or may deny the request.

- F. A SEE who abuses personal leave will be subject to discipline, up to and including termination.

- G. A SEE will also be reimbursed one hundred fifty dollars (\$150.00) for each unused personal leave day(s) by June 30 of each year. If a SEE desires to have unused personal leave converted to sick leave in lieu of receiving one-hundred

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

fifty dollars (\$150.00) for each unused personal leave day, he/she must submit a letter to the Treasurer's office by June 15.

UNPAID LEAVE

A. Unpaid Leave – Short Term

Unpaid leave of up to ten (10) days at one time may be granted, in writing, by the Superintendent or his designee upon prior written request to the Superintendent or his designee by the SEE. In emergency cases, verbal requests and approval shall be reported, in writing, by the supervisor or administrator granting the request.

B. Unpaid Leave – Long Term

Upon the written request of a SEE, the Board may grant Unpaid Leaves up to two (2) years in length.

PAID ADOPTION LEAVE

A. Adoptions in the United States

A SEE 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. Such leave must be taken within a twelve (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 SEE 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 twelve (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

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

the adoption process, prior to receiving custody of the child. The scheduling of leave for the adoption process will be arranged between the SEE 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. SEEs will not be charged adoption leave on non-work days.

UNPAID CHILD CARE LEAVE

- A. Length of Leave

A SEE 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 shall not exceed six (6) months. Unpaid child care leave shall start at the end of the use of sick leave (if any) and will expire no later than the end of the sixth month following the child's birth or date of adoption.

- B. Eligibility for Leave

A SEE 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 (5th) month of pregnancy or within four (4) months of pending adoption date.

- C. Right to Return from Leave

1. A SEE who has elected not to take additional leave shall return to work as soon as the period of actual physical disability has ended. The SEE will notify the Superintendent in writing, of the date of her expected return as far in advance as possible.
2. A SEE who uses an additional unpaid leave for child care shall return on the date specified in the notice of intent to use the unpaid leave.

- D. Rights While on Leave

A SEE who is absent on unpaid child care leave shall have the same rights, and only those rights, while on leave and upon returning from leave as any other SEE who is absent on unpaid leave pursuant to Ohio Revised Code.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

E. Insurance Coverage While on Leave

A SEE on unpaid child care leave may continue all insurance coverage 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 SEE to the Treasurer.

JURY DUTY

A SEE shall be granted time off for jury duty actually served during work hours and shall suffer no loss of pay. If a SEE has served on jury duty in excess of four (4) hours in a given day, the member need not report to work. Similarly, if a SEE has worked four (4) hours of his/her shift prior to reporting to jury duty, the need not return to work. The SEE may keep any payment received for jury duty. Documentation of jury duty actually served must be submitted to the appropriate supervisor.

LEAVE PURSUANT TO SUMMONS OR SUBPOENA

A. Right to Leave for a Summons or Subpoena

Any SEE who is summoned or subpoenaed for 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. 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.

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 SEE 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 summons.

C. Leave not Covered

A SEE is not eligible for leave under this Section if the SEE is a party to the legal proceeding.

D. Duty to Report

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

If the SEE responsibility under the summons or subpoena requires the SEE participation in excess of four (4) hours in a given day, the member need not report to work. Similarly, if the SEE has worked four (4) or more hours of his/her shift and the SEE requires leave due to a summons or subpoena, the SEE need not return to work following completion of that responsibility. Documentation of the SEE obligations under this Section must be submitted to the appropriate supervisor.

ASSAULT LEAVE

A. Right to Leave

A SEE 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.

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 SEE delivering to their immediate supervisor a signed Employee Report of Injury Form.
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 SEE to cooperate with the Board if the Board chooses to pursue legal action against the assailant(s).

C. Rights While On Leave

1. A SEE on Assault Leave shall be maintained on full pay status during the period of his/her leave with the exceptions listed in Article D and E below.
2. Leave granted under this Section shall not be charged against Sick Leave earned or earnable under ORC Section 3319.141 or leave granted under other Sections in this benefit provision plan.

D. Length of Leave

Assault Leave may be used for the period of the disability up to a maximum of one hundred (180) workdays.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

E. Restrictions

1. If medical attention is required, the SEE shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
2. The SEE must file a Workers Compensation claim with the Business Office. The pay of a SEE 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 SEE 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 SEE 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 SEE 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 SEE 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 ORC Section 3319.16.
5. SEEs shall not be charged assault leave when school is not in session or when the member is not required to report to work.

F. Verbal Assault Leave

1. A SEE 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 SEE reports the threat to the police.
2. SEEs shall not be charged verbal assault leave when school is not in session or when the SEE is not required to report to work.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

PROFESSIONAL LEAVE

A. Eligibility for Leave

A SEE may initiate a request or be assigned to attend professional conferences designed to improve the SEE's effectiveness in his/her assigned area(s).

B. Application for Leave

Application for professional leave shall be made by the SEE completing the form provided by the Board, and submitting it to his/her district supervisor.

C. Restriction

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 funds within the Board's annual appropriation.
2. The number of SEEs attending any particular conference may be limited, and priority generally will be given to a SEE who has not, previously, been assigned to attend conferences.

FAMILY AND MEDICAL LEAVE

A. To be eligible for FMLA Leave, the SEE 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); and
2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave.
3. Provide the Board with thirty (30) days advance notice when the need is foreseeable and such notice is practicable.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- B. A SEE 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 SEE.
- C. An eligible SEE may take up to twelve (12) workweeks of paid (if sick leave is available) or 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 SEE's child and to care for the child up to age one (1);
 - 2. The placement of a child with a SEE 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 SEE when that family member has a serious health condition;
 - 4. The SEE's inability to perform the functions of the position because of the SEE's own serious health condition.
 - 5. For qualifying military situations arising when a SEE's spouse, son, daughter or parent is on active duty or is called to active duty status.
- D. 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 therefrom) 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.
- E. 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) of FMLA leave if the leave is requested to care for a covered service member.
- F. For purposes of this section, a qualifying military situation arises when a SEE spouse, son, daughter, or parent is on active duty or called to active duty status

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

(i.e., not on active duty in the Armed Forces) and includes, but is 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 SEE 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 or 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 retired list.

- G. Sick leave taken 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 plans for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. Payment of the employee'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 SEE shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.
- I. The Board shall notify the SEE of FMLA eligibility within three business days of learning of the need for the FMLA leave.
- J. For unpaid FMLA Leave the Board retains the right, at its own expense, to require the 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 SEE to see a mutually agreed upon health

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The SEE 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 SEE does not attempt in good faith to reach agreement, the SEE 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 SEE may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse/child/parent who has a serious health condition. The SEE 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 SEE may take leave intermittently or on a reduced-work schedule only if the Board agrees.

L. Return to Work

1. At the end of unpaid FMLA Leave, the Board shall restore the SEE to the same or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.
2. When a SEE 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 that the employee is able to resume the job functions for his/her position.
3. Should a SEE 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 SEE control, the SEE shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. A

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

SEE 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 SEE 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. 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.

MILITARY LEAVE

A SEE engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable Federal and Ohio law.

MILEAGE REIMBURSEMENT

A SEE who is assigned to more than one (1) school per day and is required by the Board to use his/her own automobile to perform his/her assigned duties shall be reimbursed for all such travel. SEEs will also be reimbursed for travel when required to attend mandatory training meetings that involve considerable distance. Rate of compensation is approved IRS rate.

PAYROLL PRACTICES

Paychecks will be biweekly on Friday, during the term of employment. SEEs are required to receive his/her wages in twenty-six (26) bi-weekly, substantially equal pays. In order to facilitate payroll procedures, pay will be one week in arrears. All SEEs are required to receive their paychecks via direct deposit and their pay stub via email.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

PERSONNEL FILES

A. Right to Review

A SEE 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 See Copy of Material in File

If an Administration communication or a communication received from parents and other nonprofessionals regarding a SEE is intended to become a part of the SEE's file, it shall be reviewed by SEE's boss and the SEE involved and such SEE shall be afforded the opportunity to file a written reply. After receiving the communication, the SEE 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.

C. Right to Challenge Contents of File

1. A SEE 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. Such 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 ORC Section 1347.05 shall apply.

D. 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 SEE has neither seen or had the right to challenge.

E. Public Request to View Personnel Files

In the event any person, other than Administration or a Board member, seeks to review the personnel file of a SEE, the SEE shall be notified of such request.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Such 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.

SEVERANCE PAY

- A. A SEE shall receive severance pay upon quitting his/her employment in the District and/or retiring from active service providing he/she; (1) is approved for retirement benefits by the State Employees Retirement System (SERS), or (2) is at least fifty (50) years old and has worked at least ten (10) full years in the District, or (3) has fifteen (15) or more years service credit with the SERS and at least ten (10) full years of employment in the District.
- B. A qualifying SEE shall receive severance pay equal to forty percent (40%) of two hundred (200) days; i.e., a benefit of up to eighty (80) days of his/her accumulated and unused sick leave. If a qualifying SEE does not have sufficient sick leave to qualify for maximum severance resigns or retires after fifteen (15) or more years employment in the district, then the severance pay to which he/she is entitled shall be supplemented by one day's pay for each year of employment in the district, provided that the total severance pay shall not exceed the eighty (80) day cap.
- C. The payment shall be based on average hours assigned for the last three (3) years of employment. Hours will be based on the last three (3) wage notices issued by June 30 of each year. Wages will be based on final wage rate at the time of retirement.
- D. The payment will be made in one lump sum within ninety (90) calendar days of the last work day with the District.

VACATION DAYS

- A. SEEs assigned to at least two hundred sixty (260) days of work per year (excluding paid holidays) will be granted paid vacations as follows:
 - 11 days- less than six years
 - 14 days- six years, less than nine years
 - 17 days- nine years, less than fourteen years
 - 22 days- fourteen years, less than twenty years
 - 27 days-twenty years and over.

For purposes of vacation accrual, the passage of each August 1 defines one year.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

- B. Vacation will be awarded on August 1 of each year for the year to be worked and may be taken upon accrual at times requested by the SEE and recommended and approved by his/her supervisor. Requests must be made at least three (3) days in advance, except: (1) this requirement can be waived by the administration and (2) a one-day or two-day vacation can be taken with one (1) workday's notice.
- C. A maximum of ten (10) days of unused vacation will be carried forward to the next year.
- D. When a SEE moves from a position that does not qualify for vacation to a vacation qualifying position, placement on the vacation schedule will be determined by the following formula:

(Total years in a nine month position) times (.75) example:

13 years as ninemonth employee moving to a twelvemonth position $(13) \times (.75) = 8.25$ twelvemonth years, therefore, the SEE receives fourteen (14) prorated days of vacation and after one (1) year in the twelve month position, the SEE would be entitled to seventeen (17) days of vacation.

(Total years in a ten and one-half month [220 days] position) times (.85) example:

13 years as a ten and one-half month (220 days) employee moving to a twelve-month position $(13) \times (.85) = 11.05$ twelve-month years, therefore the SEE receives seventeen (17) prorated days of vacation and after three (3) years in the twelve (12) month position, the SEE would be entitled to twenty-two (22)-days of vacation.

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

WADSWORTH CITY SCHOOLS EVALUATION INSTRUMENT

Wadsworth City Schools Evaluation Instrument Administrators and Exempt Employees

EMPLOYEE _____ EVALUATOR _____

DEPT. _____ POSITION _____ DATE _____

<i>Performance Traits</i>	<i>Rating (Numerical Score)</i>	<i>Numerical Score (from previous column)</i>	<i>Comments</i>
1. PROFESSIONAL EXPERTISE Knowledge of job, qualifications	Accomplished (4)		
2. TEAMWORK: Teamwork, works well with others, cooperates with colleagues	Accomplished (4)		
3. PROFESSIONAL CHARACTER: Appearance, courtesy, attitude, public relations, communication	Accomplished (4)		
4. PERSONAL JOB ACCOMPLISHMENTS/INITIATIVE: Motivation, reliability, dependability, interest in work	Accomplished (4)		
5. LEADERSHIP: Sets example, provides direction, has vision	Accomplished (4)		

SALARY EXEMPT EMPLOYEE BENEFIT PROVISIONS

Wadsworth City Schools Evaluation Instrument Administrators and Exempt Employees

6. QUALITY OF WORK: Accuracy, neatness, thoroughness, standard of work	Accomplished (4)		
7. QUANTITY OF WORK: Volume, amount, speed, turn-around time, projects	Accomplished (4)		
8. PROFESSIONAL GROWTH: Activities, programs, initiatives	Accomplished (4)		
9. ATTENDANCE: Punctual, absenteeism	Accomplished (4)		
GENERAL COMMENTS:			
RATING TOTAL		0	OVERALL RATING: Accomplished Accomplished 32-36 Skilled 23-31 Developing 14-22 Ineffective 9-13

PUPIL TRANSPORTATION AGREEMENT 2020/2021

THIS AGREEMENT made and entered into at Hinckley, Ohio effective for the 2020/2021 school year, by and between the, **Wadsworth City Schools**, and **Suburban School Transportation Company, Inc. (SSTC)**, 26 River Road, Hinckley, Ohio 44233. For and in consideration of the mutual covenants and agreement herein contained, and for valuable consideration the parties agree to the following:

1. SSTC will transport students at the written request of the **Wadsworth City Schools** for any student requiring transportation. All students are provided door-to-door services specified by the district.
2. SSTC will provide all routing of said students, including contact with the parent/guardian regarding pick up and drop off times and locations. Students may be transported with other students with possible cost reductions. Routing sheets will be kept on file with SSTC dispatching office.
3. SSTC will provide vehicles to be used for transportation of said students. Vehicles will meet the standards of State and Federal law. All vehicles will be equipped with a mobile phone, emergency safety triangles, flares, electrical fuses, Blood Borne Pathogen Kit, fire extinguisher, first aid kit, blanket and a snow brush.
4. SSTC vehicles may be equipped with a global positioning system, which shows a vehicle's location, direction of travel and speed at any given moment.
5. SSTC will pay all expenses in connection with the operation and maintenance of vehicles used in the transportation. A vehicle inspection form shall be completed daily by the drivers. A staff mechanic services the SSTC fleet for preventive maintenance and emergency repairs. All daily inspection forms and service logs are on file in SSTC dispatching office. Should a student cause any damage to a vehicle; the parent/guardian will be financially responsible for said damages.
6. SSTC will provide qualified drivers to operate said vehicles used in the noted transportation in accordance with all applicable State and Federal laws. SSTC will verify that all drivers have met Ohio Pupil Transportation Operation and Safety Rules and Standards, including but not limited to certification and license requirements.
7. SSTC will purchase and maintain during the term of the agreement no less than \$1,000,000 liability insurance, including a \$5,000,000 umbrella. All non-owned vehicles will carry \$300,000 (state requirement) liability insurance and a 1,000,000-liability non-owned coverage policy purchased by SSTC.
8. The rate quoted to the district will be for round trip, unless otherwise specified. The District acknowledges that the rate can change, ^{with some adjustment on a regular basis} if transportation that was quoted does not meet the requirements of Local, State or Federal mandates due to the Covid-19 and or any other mandates. The district will be charged the daily rate for each day the particular school is scheduled to be opened, regardless if the student or students attend or not, and regardless if the school be cancelled due to inclement weather or emergency. Should **Wadsworth City Schools** close due to inclement weather, but the school the student is attending is open, SSTC will use its own discretion. Safety is SSTC's top priority. If SSTC believes it is unsafe to transport due to inclement weather, the parent/guardian will be contacted. A two-day notice is required if the

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student will be out for an extended amount of time due to illness or suspension. Also, a two-day notice is required if the student has transferred out of district or expelled from school and transportation service is no longer required.

9. **Wadsworth City Schools** will be responsible for obtaining the student(s) medical forms and attach it with the students request form. SSTC will maintain medical history reports in its dispatch office once received from the district.
10. All employees are issued SSTC identification badges to be worn and be visible at all times.
11. All vehicles to be used to transport eligible students who are confined to a wheelchair or other mobile positioning devices or who require life support equipment shall be equipped with a lift or ramp. The lift shall be connected within the vehicle body when not extended. The lift shall lift a maximum of 700 lbs. Wheelchairs are to be secured by a four-point tie down system.
12. Attendants or monitors will be provided to the district, if requested, at an additional charge. Any required ride-alone students will incur an additional cost for such transportation. *pre-approved by the District. All charges must be* 5/19/2021
MP
13. SSTC may find it necessary to review various alternative accommodations to ensure the safety of the students during transportation. SSTC will always reserve the right to postpone transportation in the event a student becomes combative /violent and/or threatens or interferes with the safety and well-being of the public welfare, other passengers or themselves. The attending school and parent /guardian will be notified at this time to discuss transportation options. Such alternative accommodations will be discussed with and agreed upon by the district prior to implementation by SSTC.
14. In the event SSTC is requested to use a vehicle with special accommodations in order to ensure the safety of student transportation, an additional charge will be applied for such service. *all charges must be pre-approved by the District.* 5/19/2021
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15. All vehicles will have "School Transportation" signs.
16. For the safety of all students transported by SSTC, we will not transport any students across picket lines when a strike is in progress.
17. SSTC will provide **Wadsworth City Schools** with a form to use for adding, changing or deleting students. All student changes/requests must be submitted electronically or faxed on the provided SSTC form. No student transportation will begin unless the required form is submitted. SSTC requests at least 24-48 hours' notice when placing new student transportation to allow adequate time for placement. Requests received after 3:00 pm will not be guaranteed for the next business day (from August 15th thru September 15th. Please allow 3 days for student placement. After any three (3) requests for a student's time or location change during a billing cycle, an additional \$10 service charge per alteration may be applied.
18. SSTC will be responsible for allowing 3 minutes for pickup at the student's home. If after the allotted time SSTC leaves and continues the route and is then later notified that SSTC must again return to the students' home, an additional charge will be granted. After school is dismissed at the end of the regularly scheduled day SSTC will wait at the scheduled school until all eligible students have been picked up. If an eligible student does not show up at the designated pickup location the driver will contact the office and the office will contact the school. If SSTC is forced to wait for a student more than five (5) minutes after dismissal time (or other agreed upon pickup

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pre-arranged.
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time) SSTC will agree to wait fifteen (15) additional minutes for the student. SSTC will be permitted to bill the district for the additional time. When an attempt to drop off an eligible student at home is unsuccessful; SSTC will proceed to complete the regularly scheduled route. The driver will notify the office of the first attempt. After the route is completed, SSTC will attempt again to drop off the student. If the second attempt is unsuccessful, SSTC will be permitted to charge the district, in fifteen (15) minute increments at the daily unit cost for each student for each fifteen (15) minute period, for all time thereafter until the student is dropped off at home or an emergency drop off location.

19. Payment for ordinary services rendered shall be made monthly. Payment needs to be received by SSTC within 30 days of invoice or late fees may apply.

In consideration of this agreement Suburban School Transportation Company, Inc., herein provided, that **Wadsworth City Schools** and Suburban School Transportation Company, Inc. will mutually agree on compensation on a case-by-case basis. This contract will cover the period of **July 1, 2020 through June 30, 2021**.

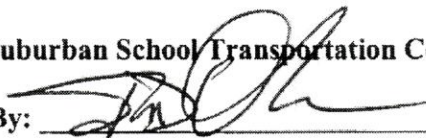
This contract is made for the benefit of each party heretofore named, and all parties hereby acknowledge receipt of a full and complete copy of this agreement and declare that no promises, representation or agreement, other than those herein contained have been made or were relied upon.

IN WITNESS WHEREOF, the parties hereto set their hands this day and year.

Wadsworth City Schools

By: _____
Its: _____

Suburban School Transportation Company, Inc.

By:  _____
Its: **President**

Date: _____

Date: **June 1 2020**

Book	Policy Manual
Section	Special Update - Title IX Regulations - July 2020
Title	Special Update - Title IX Regulations
Code	2 - Legal Alert - May 2020
Status	From Neola

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

LEGAL ALERT

To: Neola Clients

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

Re: Title IX Regulations

Date: May 2020

Title IX of the Education Amendments of 1972 ("Title IX") protects individuals from discrimination based on sex and applies to educational institutions that receive federal funding (including public elementary and secondary ("K-12") schools and institutions of higher learning). On May 6, 2020, the U.S. Department of Education, Office for Civil Rights ("OCR") released its Final Rule,¹ which amends existing Title IX regulations – the Department's first action of its kind in decades. The Final Rule, which encompasses both the amended regulations and accompanying commentary, exceed 2,000 pages and are scheduled to take effect on August 14, 2020. The regulations bring sweeping changes to how educational institutions address, investigate, and adjudicate allegations of sexual harassment occurring within their programs and activities.² As such, the amended regulations will require significant revisions to existing policies and administrative guidelines, and necessitate staff training prior to the start of the 2020-2021 school year.

Below is an overview of the major changes and new requirements and responsibilities contained in the Final Rule:

A. New Definition of "Sexual Harassment": Previously, the Title IX regulations did not define sexual harassment. The Final Rule defines "sexual harassment" as conduct on the basis of sex that satisfies one or more of the following:

1. An employee conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct (i.e., quid pro quo sexual harassment).
2. Unwelcome conduct that a reasonable person would find to be so severe, pervasive, **and** objectively offensive that it effectively denies a person equal access to the school district's education program or activity (i.e., "hostile environment" sexual harassment);
3. "Sexual assault" as defined in the Clery Act (20 U.S.C. 1092), and "dating violence," "domestic violence," and "stalking" as defined in the Violence Against Women Reauthorization Act of 2012 ("VAWA") (34 U.S.C. 12291).

If an individual's allegations do not rise to the level of "sexual harassment" as defined in the Final Rule, the formal complaint must be dismissed. The infraction, however, may still be a violation of the Student Code of Conduct or Title VII.

B. Sexual Harassment Occurring in a School's "Education Program or Activity": Schools must address allegations of sexual harassment that occur in "the school's education program or activity, against a person in the United States."

1. "Education program or activity" is broadly defined to include locations, events, or circumstances over which the school exercises **substantial** control.
2. The school must have substantial control over both the respondent (i.e., the alleged harasser) **and** the context in which the sexual harassment occurs

C. Definition of "Actual Knowledge": Schools are required to respond when the school has actual knowledge of sexual harassment or allegations of sexual harassment.

1. "Actual knowledge" occurs when notice is given to a Title IX Coordinator, any official of a school who has authority to institute corrective measures on behalf of a school, **or to any school employee** of an elementary and secondary school.
2. Once a school receives notice, **it must respond** and take action (whether a formal complaint is filed or not).

D. Designation of Title IX Coordinator, Investigator, Initial Decision Maker, and Appeal Decision Maker: Schools must designate and authorize at least one employee to be a "Title IX Coordinator" to oversee and coordinate the school's compliance with Title IX. The school

must also appoint an Investigator to investigate a formal complaint (the Title IX Coordinator may serve as an Investigator), a Decision Maker (the Title IX Coordinator and the Investigator (if different from the Title IX Coordinator) cannot serve as the Decision Maker), and one or more persons to serve as the Appeal Decision Maker (who cannot be the Title IX Coordinator, the Investigator (if different from the Title IX Coordinator), or the Initial Decision Maker).

E. Notice Requirements: Schools must notify applicants for admission and employment, students, parents or legal guardians, and unions of its nondiscrimination policy and grievance procedures, including how to file or report sexual harassment and how the school will respond. The notice must also specify the name, title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

1. Notice must include language that the school does not discriminate on the basis of sex in the education program or activity that it operates. Notice must also state that this duty not to discriminate applies to employment.
2. Notice must state that inquiries about the application of Title IX and its regulations may be referred to the Title IX Coordinator or the Assistant Secretary of Education, or both.

F. Publication Requirements: In addition to notice requirements, schools must prominently display the contact information for the Title IX Coordinator and its Title IX policy on its website and in each handbook that it makes available to persons entitled to notification above.

1. Posting on a district's website alone does NOT satisfy notice requirements.
2. Districts must publish and maintain all grievance procedures adopted under the regulations.
3. Schools must disseminate its updated policies.
4. **Any** person may report sexual discrimination, including sexual harassment, to the district's Title IX Coordinator, regardless of whether the person is the alleged victim of the reported conduct. The report may be made in person, by mail, by telephone, or by email. The report may be made at any time, including during nonbusiness hours.

G. School's Response to Complaint: Schools must respond promptly to sexual harassment in a manner that is not "deliberately indifferent." "Deliberate indifference" is defined as actions that are clearly unreasonable in light of the known circumstances.

1. Title IX Coordinator must contact the "complainant" (i.e., the person who is alleged to be the victim of the conduct that could constitute sexual harassment) and discuss supportive measures (which are similar to "interim measures"), including individualized services to restore or preserve the person's equal access to education (e.g., counseling, course modifications, schedule changes, increased monitoring or supervision, etc.).
 - a. Supportive measures may not be disciplinary or punitive and must be offered without charge.
 - b. Supportive measures must be offered even if the complainant does not initiate or desire to file a formal complaint.
2. Title IX Coordinator must explain to the complainant the process for filing a formal complaint and the option to file a formal complaint
3. Only the complainant (or parent/guardian) or the Title IX Coordinator may sign a formal complaint.
4. Before imposing any discipline or other sanctions that are not supportive measures against a "respondent," (i.e., the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment) a grievance process must be followed.
5. The District's response must treat complainants and respondents equitably.

H. Adopt and Publish Grievance Procedures: Schools must adopt and publish "grievance procedures" that provide for the "prompt and equitable" resolution of student and employee complaints alleging policy violations. The grievance procedures must also comport with general due process requirements and include the following components:

1. Equal treatment of complainant/respondent.
2. No sanctions imposed until the grievance process is complete.
3. No conflict of interest or bias.
4. Staff training.
5. Presumption that respondent is not responsible.
6. Reasonably prompt timelines.
7. Description of supportive measures and possible sanctions.
8. Exclusion of privileged information.

I. Notice to Parties of Formal Complaint: When a formal complaint is filed notice is to be given to both parties. Notice must include:

1. Sufficient details known at the time, including identification of the parties, date and location of alleged incident, and a description of the alleged conduct.
2. Statement that respondent is presumed not responsible and that determination will be made at the conclusion of the grievance process.
3. Opportunity for representation of choice (i.e., an "advisor") at all stages of the investigation.
4. Opportunity to inspect and review evidence.
5. Code of conduct prohibiting false statements.
6. Obligation to provide notice of additional allegations.
7. Notice must be given before an initial interview is conducted and with sufficient time for respondent to prepare a response.

J. Investigation Process: The investigation process must include/require:

1. The school has the burden of proof and of gathering evidence.
2. **Both** parties are entitled to the same opportunity to present witnesses, receive written notices, and review evidence.
 - a. Both parties must be given copies of all evidence (i.e., interview notes, witness statements, photographs, text messages).
 - b. Both parties must be given 10 days to review evidence and submit a written response before the Investigator finalizes his/her report.
3. After the 10-day evidence review period, the Investigator finalizes the Investigative Report and provides it to both parties.
4. The Investigative Report must summarize relevant evidence but **not** contain a determination of responsibility or conclusion.

Parties are given 10 days to review the Investigative Report and submit a written response prior to a hearing or the Decision Maker making a determination of responsibility.

K. Live Hearings Requirement: Live hearings with cross-examination are required for **postsecondary** institutions following release of the Investigation Report. Live hearings are **optional** for K-12 schools.

With or without a hearing, after the Investigative Report is issued and before reaching a determination regarding responsibility, each party is afforded the opportunity to submit written, relevant questions that a party wants asked of any party or witness, and each party must receive the answers to those questions and an opportunity to ask additional, limited follow-up questions.

L. Determination of Responsibility: The Decision Maker, who cannot be the Title IX Coordinator or Investigator, must issue a written determination of responsibility that is provided to both parties simultaneously. The determination of responsibility must include identification of any sanctions that will be imposed on the respondent and any remedies that will be provided to the complainant.

M. Standard of Evidence: A school's grievance process must state whether the standard of evidence to be used to determine responsibility is the **preponderance of the evidence standard** or the **clear and convincing evidence standard**. The adopted standard must be applied for all Title IX complaints against students **and** employees.

N. Appeals: Both parties have the right to appeal the Decision Maker's determination of responsibility

1. The Appeal Decision Maker cannot be the Title IX Coordinator, Investigator, or Initial Decision Maker
2. As part of the appeal process, the parties are permitted to submit a written statement supporting/challenging the Initial Decision Maker's determination of responsibility.

O. Informal Resolution: An informal resolution process may only be used if a formal complaint of sexual harassment is filed.

1. If a formal complaint is filed, the district may offer to facilitate an informal resolution process.
 - a. When doing so, the district must provide written notice to both parties of their rights with respect to the informal process.
 - b. Prior to commencing the informal resolution process, the district must obtain both parties' written, voluntary consent to participate in the informal process.
2. An informal resolution process may NOT be offered in the context of a complaint alleging that an employee harassed a student.
3. Either party may withdraw from the informal resolution process at any time prior to agreeing to a resolution.
4. If a party withdraws from the informal resolution process, the investigation resumes.

P. Recordkeeping Requirements: All documentation whether related to a formal complaint or report of sexual harassment – including statements, evidence, and transcripts – must be maintained for seven (7) years.

Q. Emergency Removal Provisions: While the investigation is pending, emergency removal of the respondent is permitted under limited circumstances.

1. In order to emergency remove a respondent, the Title IX Coordinator, or another designated individual, must conduct a **safety and risk analysis** and determine that there is an immediate threat to the **physical** health or safety of **any** student or other individual arising from the allegations (not just the complainant).

a. The respondent may not be emergency removed based upon a threat to the mental health of the complainant.

b. The regulations contemplate emotional/mental well-being should be addressed through supportive measures.

2. The notice of emergency removal must be provided to the respondent and the respondent must be afforded an opportunity to challenge the emergency removal decision.

3. School districts will need to ensure their emergency removal procedures do not conflict with other school policies or legal requirements.

R. Training Required: Much of the training required by the amended regulations must be completed by **August 14, 2020**.

1. The requisite training must include:

a. The new definition of sexual harassment.

b. The scope of the district's educational program or activities for jurisdiction.

c. How to consistently apply sexual harassment definitions.

d. How to investigate a formal complaint.

e. The grievance process, including hearings, appeals, and informal resolutions.

f. How individuals can impartially serve as an investigator, decision maker or appeal decision maker to avoid prejudgment of facts at issue, conflicts of interest, and bias issues.

g. How to use available technology to conduct a live hearing.

h. Investigator and Decision Makers must be trained on appropriate evidence and questions related to the complainant's sexual predisposition or prior sexual behavior and that sexual history irrelevant in K-12 context.

i. Investigators must be trained to prepare an Investigative Report that fairly summarizes relevant evidence.

2. Training materials must be made available on the district's website and for public review.

3. Training materials must be kept for a period of 7 years; districts may need to update their public records retention schedules.

4. All K-12 employees should be trained due to the heightened notice requirements applicable to all district employees.

Neola is in the process of developing updated policies and administrative guidelines that comply with the Final Rule. The new and revised documents will be issued this summer so boards of education can take the steps necessary to comply with the amended Title IX regulations when they go into effect on August 14, 2020.

If you have any questions concerning OCR's May 6, 2020 Final Rule related to Title IX and educational institutions' responsibilities with respect to addressing allegations of sexual harassment, you should contact your local legal counsel.

¹ The Final Rule can be found at: <https://www2.ed.gov/about/offices/list/ocr/docs/titleix-regs-unofficial.pdf>.

² The Final Rule does not impact existing Title IX regulations that address athletic participation, employment, and single-sex education.

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

Book	Policy Manual
Section	Special Update - Title IX Regulations - July 2020
Title	Ohio Local Policy Update
Code	1-Overview
Status	From Neola

Neola, Inc.

SPECIAL UPDATE – TITLE IX REGULATIONS

NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS AND ACTIVITIES OVERVIEW AND COMMENTS

Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs and Activities is a replacement policy for Policy 5517.02, which is being eliminated. Policy 2266 is a mandatory policy that memorializes the key requirements of the new Title IX regulations that the U.S. Department of Education, Office for Civil Rights (“OCR”) released on May 6, 2020. The new regulations go into effect on August 14, 2020, which means that public school districts must follow its mandates when addressing, investigating and adjudicating allegations of sexual harassment occurring in the district’s education program and activities that the district received notice of on or after August 14. It is expected that districts will need to certify/affirm their compliance with Title IX and these new implementing regulations when applying for and receiving federal funds related to the 2020-2021 school year.

The new regulations are extremely prescriptive and, as a result, Neola is required to use specific terms (e.g., Complainant, Respondent, Title IX Coordinator, Formal Complaint, Sexual Harassment), definitions, and procedures (i.e., grievance process and procedures) that are different from those found in other Neola nondiscrimination and anti-harassment policies and administrative guidelines. For example, the regulations mandate a specific definition of “Sexual Harassment” that includes not only the standard quid pro quo sexual harassment that is found in existing policies, but also a more stringent definition of hostile environment sexual harassment (i.e., “unwelcome conduct determined by a reasonable person to be so severe, pervasive, **and objectively** offensive that it effectively denies a person equal access to the district’s education program or activity”)¹ and sexual misconduct that is based upon definitions of “sexual assault,” “dating violence,” “domestic violence,” and “stalking” that are derived from two Federal statutes that historically have only applied to post-secondary and higher-education institutions (i.e., the Clery Act and the Violence Against Women Reauthorization Act).

Additionally, the scope of conduct that is covered by the regulations is narrower than that which is covered by other nondiscrimination and anti-harassment policies – e.g., the regulations do not cover conduct that occurs outside the United States (i.e., any field/class trips that take place outside the United States) or conduct involving a Respondent (i.e., the individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment) that the district does not have “substantial control” over.

Further, the regulations necessitate the need for the Board to require any employee who receives a report of, or has knowledge of, Sexual Harassment to notify the Title IX Coordinator so it can be promptly and equitably addressed; the District is considered to have “actual knowledge” and, therefore, responsibility for addressing such misconduct, even if the employee fails to bring it to the appropriate person’s attention. In such a situation, the District could be found in violation of Title IX if it does not promptly and equitably address Sexual Harassment that occurs in its education program or activity.

The regulations also eliminate the practice of having a single investigator and decision-maker. Under the new regulations the person who conducts an investigation cannot be the same person who makes the ultimate determination of responsibility concerning whether the Respondent engaged in Sexual Harassment. The investigation process is further different from school districts’ prior practices because the Complainant (i.e., the individual who is alleged to be the victim of conduct that could constitute Sexual Harassment) and the Respondent must be provided advanced written notice before being interviewed, and must be afforded at least 10 days advanced notice of, and an opportunity to review, all of the evidence and information collected by the investigator before the investigator prepares the investigatory report.² In addition, the parties must have a minimum of 10 days to review the investigatory report before a decision-maker issues a determination of responsibility or conducts a hearing (if the Board elects to allow live hearings).³

Last, the regulations detail specific training that certain members of the district’s Title IX team need to receive and mandate the retention of specific records for a period of seven calendar years and the posting of certain information on the District’s website (i.e., the Board’s notice of nondiscrimination, the name/title and contact information for the District’s Title IX Coordinator, the Board-adopted grievance process and procedures, and specific training materials).

Administrative Guideline 2266 – Nondiscrimination on the Basis of Sex in Education Programs and Activities is a replacement guideline for AG 5517.02, which is being eliminated. AG 2266 should be is a promulgated because it expands upon and clarifies some of the key aspects of replacement Policy 2266 and the new Title IX regulations.

In particular, the AG expands on the definition of Sexual Harassment by providing examples of conduct that may constitute Sexual Harassment and provides information concerning the concepts of “consent” and a person being “incapacitated,” which are both important to the offense of sexual assault. The AG also discusses the process to District needs to follow when determining whether to emergency remove a student Respondent.

Next, the AG provides direction concerning the need to verify the members of the District’s Title IX team do not have a conflict of interest or impermissible bias associated complainants and respondents generally or the specific Complaint and Respondent in a particular case. Additionally, the AG outlines some circumstances that might serve as reasonable/good cause for temporarily delaying an investigation.

The AG further details the preliminary assessment that the Title IX Coordinator should complete upon receipt of a Formal Complaint of Sexual Harassment to verify it falls under the jurisdiction of Policy 2266. The AG additionally defines the supportive measures that the Title IX Coordinator needs to offer to the Complainant and Respondent, along with the content of the notice that needs to be provided to a party in advance of a meeting, interview and/or hearing.

While the policy explains the roles of Title IX Coordinator, investigator, and decision-maker, the AG addresses in detail the scope and nature of the role of advisor.

The AG also provides more detailed information about the remedies that can be offered if a Respondent is determined responsible for violating the policy.

Finally, the AG sets forth details concerning the training the Board should provide to all employees, members of the District's Title IX team, and students in order to meet its Title IX obligation to operate an education program and activities that are free from discrimination the basis of sex. The AG concludes with a list of the records that need to be retained associated with implementation of Policy 2266.

The release includes the following documents:

- Legal Alert: May 2020 - Special Update - Title IX Regulations
- Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs and Activities
- Administrative Guideline 2266 – Nondiscrimination on the Basis of Sex in Education Programs and Activities

These documents have been posted to each client's BoardDocs console and may be downloaded from the Policy Update menu.

Any District specific additions, deletions, or modifications should be made using the electronic editing tool in BoardDocs.

If you have questions about any of these Special Update materials, contact your Neola Associate. All production-related materials and questions should be directed to the Production Office at 632 Main Street, Coshocton, Ohio 43812 (phone 800-407-5815, fax 740-622-2557). Billing and other questions should be directed to the Business Office at 3914 Clock Pointe Trail, Suite 103, Stow, Ohio 44224 (phone 330-926-0514, fax 330-926-0525).

¹ Compare to the definition in Policies 1662, 3362, and 4362: "Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when: * * * C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity."

² In writing the investigation report, the investigator must take into consideration any written statements that the parties (i.e., the Complainant and Respondent) submit concerning their review of the investigatory file.

³ If the Board does not allow hearings, the decision-maker must provide the parties an opportunity to submit questions that they want posed to the other party and/or any witness and to get those answers (along with limited follow-up questions) before the decision-maker issues a determination of responsibility.

Book	Policy Manual
Section	Ready for Production August 2020
Title	Special Update - Title IX Regulations - July 2020 New NONDISCRIMINATION ON THE BASIS OF SEX IN DISTRICT PROGRAMS OR ACTIVITIES
Code	po2266
Status	Under consideration by the board of education

2266 - NONDISCRIMINATION ON THE BASIS OF SEX IN DISTRICT PROGRAMS OR ACTIVITIES

Introduction

The Board of Education of the Wadsworth City School District (hereinafter referred to as "the Board" or "the District") does not discriminate on the basis of sex (including sexual orientation or gender identity), in its education programs or activities, and is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. ~~{DRAFTING NOTE: In the new Title IX regulations, the term "admission" refers to admission to postsecondary institutions (i.e., institutions of graduate higher education, institutions of undergraduate higher education, institutions of professional education, and institutions of vocational education); thus, if a K-12 school does not operate a vocational program (e.g., a school or institution that has as its primary purpose preparation of students to pursue a technical, skilled, or semiskilled occupation or trade, or to pursue study in a technical field, whether or not the school or institution offers certificates, diplomas, or degrees and whether or not it offers fulltime study), the K-12 school does not officially need to include "admission and" in the preceding sentence (and where that phrase is used throughout this policy); Neola, however, has elected to include it because all K-12 schools "enroll" students and often the term "enroll" is viewed as synonymous with the term "admit." Since K-12 schools cannot discriminate when enrolling students into the education programs or activities that they operate, it seems appropriate to include the term "admission."}~~ The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

The Board prohibits Sexual Harassment that occurs within its education programs and activities. When the District has actual knowledge of Sexual Harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, the Board is committed to eliminating Sexual Harassment and will take appropriate action when an individual is determined responsible for violating this policy. Board employees, students, third-party vendors and contractors, guests, and other members of the School District community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. The Board will provide persons who have experienced Sexual Harassment ongoing remedies as reasonably necessary to restore or preserve access to the District's education programs and activities.

Coverage

This policy applies to Sexual Harassment that occurs within the District's education programs and activities and that is committed by a member of the School District community or a Third Party.

This policy does not apply to Sexual Harassment that occurs off school grounds, in a private setting, and outside the scope of the District's education programs and activities; such Sexual Misconduct/Sexual Activity may be prohibited by the Student Code of Conduct if committed by a student, or by Board policies ~~and administrative guidelines~~, applicable State and/or Federal laws ~~(-) and/or Employee/Administrator Handbook(s) [END OF OPTION]~~ if committed by a Board employee.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the District's education programs or activities. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student, or by Board policies ~~and administrative guidelines~~, applicable State and/or Federal laws ~~(-) and/or Employee/Administrator Handbook(s) [END OF OPTION]~~ if committed by a Board employee.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Sexual Harassment: "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:

- A Board employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (often called "quid pro quo" harassment);
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, **and** objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)A(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

"Sexual assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.

1. ~~{DRAFTING NOTE: Select Option 1 or Option 2. While Neola is comfortable with Option 2, given that offenses 2 (sodomy) and 3 (sexual assault with an object) pick up parts of Option 1 that are not included in Option 2, Neola suggests the Board consult with its local legal counsel concerning which definition of "Rape" to adopt. By way of background, Option 1 represents the definition of "Rape" that is required by the Clery Act's regulations—i.e., the definition contained in the Summary Reporting System ("SRS") of the FBI's Uniform Crime Reporting ("UCR") Program. Unfortunately, the SRS is being faded out effective January 2021; at that time, the SRS is being replaced by the National Incident-Based Reporting System (NIBRS), which contains a different definition of "Rape"—i.e., the definition contained in Option 2. Additionally, it is relevant to note that the definitions of the remaining sexual assault offenses are already derived from the NIBRS's definitions. If a Board selects Option 1, it may be necessary to later update the policy to a new definition of "Rape" (i.e., the one contained in Option 2) once the SRS is retired. Alternatively, a Board could include both definitions to hopefully minimize the need to amend this policy—even on a technical amendment basis so soon after it is adopted. If a Board elects to include both definitions, it should include the following parentheticals: (a) at the end of Option 1: "(effective until the FBI retires the Summary Reporting System, which is scheduled for January 2021)"; and (b) at the end of Option 2: "(effective upon retirement of the Summary Reporting System, which is scheduled for January 2021)."} }~~

[X] [OPTION 1] Rape is penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. Attempted rape is included. -(effective until the FBI retires the Summary Reporting System, which is scheduled for January 2021). ~~{END-OF-OPTION-1}~~

[X] [OPTION 2] Rape is the carnal knowledge of a person (i.e., penetration, no matter how slight, of the genita or anal opening of a person), without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. -(effective upon retirement of the Summary Reporting System, which is scheduled for January 2021). ~~{END-OF-OPTION-2}~~

2. Sodomy is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
3. Sexual Assault with an Object is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.
4. Fondling is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
5. Incest is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.
6. Statutory Rape is sexual intercourse with a person who is under the statutory age of consent as defined by State law.
7. Consent refers to words or actions that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent. ~~{DRAFTING NOTE: The Title IX regulations do not require the Board to adopt a particular definition of "consent," but it is advisable to adopt a definition because "consent" is an element of each of the first four terms listed above. Since there are a number of different definitions of consent from which to choose, the Board should consult its local legal counsel concerning selecting a specific definition of consent that represents its position on the topic; the investigator(s) and decision-maker(s) will then uniformly apply the adopted definition.}~~
8. Incapacitated refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep. ~~{DRAFTING NOTE: Depending on the definition of "consent" that the Board adopts, it may be necessary to define "incapacitated" in the policy. If it is not defined in the policy, it should certainly be defined in the Administrative Guideline; even if defined in the policy, the Administrative Guideline provides an opportunity to expand on the concept of "consent" and what the Board means by the term "incapacitated."}~~

D. "Domestic violence" includes felony or misdemeanor crimes of violence committed by:

1. a current or former spouse or intimate partner of the victim;
2. a person with whom the victim shares a child in common;
3. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
4. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or
5. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.

E. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship,

and the frequency of interaction between the persons involved in the relationship.

- F. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

Complainant: "Complainant" means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.

Respondent: "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.

Formal Complaint: "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that the District investigate the allegation(s) of Sexual Harassment. At the time of filing a Formal Complaint with the District, a Complainant must be participating in or attempting to participate in the District's education program or activity. A "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal that the Board provides for this purpose) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the Formal Complaint. Where the Title IX Coordinator signs a Formal Complaint, the Title IX Coordinator is not a Complainant or a party to the Formal Complaint and must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Actual Knowledge: "Actual knowledge" means notice of Sexual Harassment or allegations of Sexual Harassment to the District's Title IX Coordinator, or any District official who has authority to institute corrective measures on behalf of the Board, or any Board employee. The mere ability or obligation to report Sexual Harassment or to inform a student about how to report Sexual Harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the District. "Notice" includes, but is not limited to, a report of Sexual Harassment to the Title IX Coordinator. This standard is not met when the only District official with actual knowledge is the Respondent.

Supportive Measures: "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter Sexual Harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, school/campus escort services, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus (including school buildings and facilities), ~~(-) referral to Employee Assistance Program [END OF OPTION],~~ and other similar measures.

Education Program or Activity: "Education program or activity" refers to all operations of the District, including but not limited to in-person and online educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all activity that occurs on school grounds or on other property owned or occupied by the Board. It also includes locations, events and circumstances that take place off-school property/grounds over which the Board exercises substantial control over both the Respondent and the context in which the Sexual Harassment occurs.

School District community: "School District community" refers to students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Inculpatory Evidence: "Inculpatory evidence" is evidence that tends to establish a Respondent's responsibility for alleged Sexual Harassment.

Exculpatory Evidence: "Exculpatory evidence" is evidence that tends to clear or excuse a Respondent from allegations of Sexual Harassment.

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays),

Eligible Student: "Eligible Student" means a student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

Title IX Coordinator(s)

The Board designates and authorizes the following individual(s) to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

~~{DRAFTING NOTE: Neola suggests the Board consider appointing both a male and a female Title IX Coordinator. The Board must list either the Name or Title of the Title IX Coordinator; while the Board may list both the Name and Title, Neola suggests that the Board consider only listing the Title in this policy (so it does not need to revise/amend its policy whenever there is a change in the actual person(s) holding the designated position(s)), but list both the Name and Title in the requisite postings (e.g., website) and publications (e.g., handbooks) (-) and in the Administrative Guideline.}~~

~~{Name}~~

Director of Student Services

(School District Title)

330-336-3571

(Telephone Number)

524 Broad St. Wadsworth, OH 44281

(Office Address)

{E-mail Address}

{Name}

Director of the Four Cities Compact

(School District Title)

330-336-3571

(Telephone Number)

524 Broad St. Wadsworth, OH 44281

(Office Address)

{E-mail Address}

The Title IX Coordinator shall report directly to the Superintendent. Questions about this policy should be directed to the Title IX Coordinator.

The Superintendent shall notify applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all unions or professional organizations holding collective bargaining or professional agreements with the Board of the following information:

The Board of the Wadsworth City School District does not discriminate on the basis of sex in its education program or activity, and is required by Title IX and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The District's Title IX Coordinator(s) is/are:

{Name}

Director of Student Services

(School District Title)

330-336-3571

(Telephone Number)

524 Broad St. Wadsworth, OH 44281

(Office Address)

{E-mail Address}

{Name}

Director of the Four Cities Compact

(School District Title)

330-336-3571

(Telephone Number)

524 Broad St. Wadsworth, OH 44281

(Office Address)

{E-mail Address}

Any inquiries about the application of Title IX and its implementing regulations to the District may be referred to the Title IX Coordinator(s), the Assistant Secretary for the U.S. Department of Education's Office for Civil Rights, or both.

The Board has adopted a grievance process and procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process and procedures are included in Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at:

<https://go.boarddocs.com/oh/wadsoh/Board.nsf/Public?open&id=policies> **[insert the web address at which Policy 2266 can be found; or insert a hyperlink tied to the title of the policy]** The grievance process and procedures specifically address how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the District will respond.

The Superintendent shall also prominently display the Title IX Coordinator's(s') contact information – including name(s) and/or title(s), phone number(s), office address(es), and e-mail address(es) – and this policy on the District's website and in each handbook or catalog that the Board makes available to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all unions or professional organizations holding collective bargaining or professional agreements.

Grievance Process and Procedures

The Board is committed to promptly and equitably resolving student and employee complaints alleging Sexual Harassment. The District's response to allegations of Sexual Harassment will treat Complainants and Respondents equitably, including providing supportive measures to the Complainant and Respondent, as appropriate, and following this Grievance Process before imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent.

The Title IX Coordinator(s), along with any investigator(s), decision-maker(s), or any person(s) designated to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

If a determination of responsibility for Sexual Harassment is made against the Respondent, the Board will provide remedies to the Complainant. The remedies will be designed to restore or preserve equal access to the District's education program or activity. Potential remedies include, but are not limited to, individualized services that constitute supportive measures. Remedies may also be disciplinary or punitive in nature and may burden the Respondent.

Report of Sexual Discrimination/Harassment

Any person may report sex discrimination, including Sexual Harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or Sexual Harassment), in person, by mail, by telephone, or by electronic mail, using the Title IX Coordinator's(s') contact information listed above, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. Reports may be made at any time (including during non-business hours), by using the telephone number(s) or electronic mail address(es), or by mail to the office address(es), listed for the Title IX Coordinator(s). ~~(-) Anonymous reports may be submitted using [] the online reporting form posted at [insert the web address for the reporting form, or insert a hyperlink tied to the phrase "online reporting form" [or] () the hotline reporting number [insert phone number]].~~

Students, Board members, and Board employees are required, and other members of the School District community, and Third Parties) are encouraged, to report allegations of sex discrimination or Sexual Harassment promptly to the/a Title IX Coordinator or to any Board employee, who will in turn notify the/a Title IX Coordinator. ~~[DRAFTING NOTE: All Board employees are mandatory reporters pursuant to the Title IX regulations. Existing policy, however, also requires students and Board members to report any information they have concerning allegations of sex discrimination or Sexual Harassment. Neola suggests that the Board continue this additional requirement in this policy, along with the language encouraging other individuals to make such reports; this will coincide with similar requirements that are imposed on Board members and students in other nondiscrimination and anti-harassment policies. If the Board decides it does not want to go beyond the scope of the regulations for purposes of this policy, it should replace the first sentence of this paragraph with either of the following: "Board employees are required to report allegations of sex discrimination or Sexual Harassment promptly to the Title IX Coordinator." OR "Board employees are required, and other members of the School District community and Third Parties are encouraged, to report allegations of sex discrimination or Sexual Harassment promptly to the/a Title IX Coordinator or to any Board employee, who in turn will notify the/a Title IX Coordinator."]~~ Reports can be made orally or in writing and should be as specific as possible. The person making the report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a report involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the person making the report should submit it to the Superintendent, or another Board employee who, in turn, will notify the Superintendent of the report. The Superintendent will then serve in place of the Title IX Coordinator for purposes of addressing that report of Sexual Harassment. ~~[DRAFTING NOTE: If the Superintendent is the Title IX Coordinator, substitute "Board President" in place of "Superintendent."]~~

The Board does business with various vendors, contractors, and other third-parties who are not students or employees of the Board. Notwithstanding any rights that a given vendor, contractor, or third-party Respondent may have under this policy, the Board retains the right to limit any vendor's, contractor's, or third-party's access to school grounds for any reason. The Board further retains all rights it enjoys by contract or law to terminate its relationship with any vendor, contractor, or third-party irrespective of any process or outcome under this policy.

A person may file criminal charges simultaneously with filing a Formal Complaint. A person does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to Title IX may be filed with the U.S. Department of Education's Office for Civil Rights at any time.

Any allegations of Sexual Misconduct/Sexual Activity not involving Sexual Harassment will be addressed through the procedures outlined in Board policies ~~(-) and/or administrative guidelines, [END OF OPTION]~~ the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

Because the Board is considered to have actual knowledge of Sexual Harassment or allegations of Sexual Harassment if any Board employee has such knowledge, and because the Board must take specific actions when it has notice of Sexual Harassment or allegations of Sexual Harassment, a Board employee who has independent knowledge of or receives a report involving allegations of sex discrimination and/or Sexual Harassment must notify the/a Title IX Coordinator within two (2) days of learning the information or receiving the report. ~~DRAFTING NOTE: The regulations do not specify within how many days the Board employee must notify the Title IX Coordinator of receiving a report of Sexual Harassment; Neola suggests "two (2) days". Alternatively, the Board could make this language more open-ended—e.g., "*** must immediately/promptly notify the/a Title IX Coordinator of such information or report."~~ The Board employee must also comply with mandatory reporting responsibilities pursuant to R.C. 2151.412 and Policy 8462 – Student Abuse and Neglect, if applicable. If the Board employee's knowledge is based on another individual bringing the information to the Board employee's attention and the reporting individual submitted a written complaint to the Board employee, the Board employee must provide the written complaint to the Title IX Coordinator.

If a Board employee fails to report an incident of Sexual Harassment of which the Board employee is aware, the Board employee may be subject to disciplinary action, up to and including termination.

When a report of Sexual Harassment is made, the Title IX Coordinator shall promptly (i.e., within two (2) days ~~DRAFTING NOTE: The regulations do not define "promptly" or otherwise specify within how many days the contact has to be made; Neola suggests "two (2) days".~~) of the Title IX Coordinator's receipt of the report of Sexual Harassment) contact the Complainant (including the parent/guardian if the Complainant is under 18 years of age or under guardianship) to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures,

inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the Complainant or Respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

Emergency Removal: Subject to limitations and/or procedures imposed by State and/or Federal law, the District may remove a student Respondent from its education program or activity on an emergency basis after conducting an individualized safety and risk analysis. The purposes of the individualized safety and risk analysis is to determine whether the student Respondent poses an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment that justifies removal. If the District determines the student Respondent poses such a threat, it will so notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal. See Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Student, Policy 5610.03 – Emergency Removal of Students, and Policy 5611 – Due Process Rights. ~~{DRAFTING NOTE: The Board may substitute “Superintendent” or “Title IX Coordinator” in place of “District” in the first sentence. Alternatively, the Superintendent could designate, through the administrative guideline, one or more administrators, including the Title IX Coordinator, to make emergency removal decisions after conducting the individualized safety and risk analysis. In Ohio, emergency removals may only be imposed in the manner delineated in ORC 3313.66. Additionally, emergency removals must be conducted in compliance with the Individuals with Disabilities Education Improvement Act and/or Section 504 of the Rehabilitation Act of 1973.}~~

If the Respondent is a non-student employee, the District may place the Respondent on administrative leave during the pendency of the grievance process.

For all other Respondents, including other members of the School District community and Third Parties, the Board retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

Formal Complaint of Sexual Harassment

A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information set forth above ~~{ } and by _____~~ ~~DRAFTING NOTE: The Board may set forth additional method(s) by which a Formal Complaint may be filed (e.g., online portal submission).}~~ If a Formal Complaint involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the Complainant should submit the Formal Complaint to the Superintendent, who will designate another person to serve in place of the Title IX Coordinator for the limited purpose of implementing the grievance process and procedures with respect to that Formal Complaint. ~~{DRAFTING NOTE: If the Superintendent is the Title IX Coordinator, substitute “Board President” in place of “Superintendent” in the preceding sentence.}~~

When the Title IX Coordinator receives a Formal Complaint or signs a Formal Complaint, the District will follow its Grievance Process and Procedures, as set forth herein. Specifically, the District will undertake an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations will not be based on a person’s status as a Complainant, Respondent, or witness.

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of Sexual Harassment or submitting a false Formal Complaint. The Board will not tolerate such conduct, which is a violation of the Student Code of Conduct ~~(-) and the Employee/Administrator Handbook.~~ ~~{DRAFTING NOTE: The Board should confirm/verify that its Student Code of Conduct and any Employee/Administrator Handbook(s) include a prohibition against intentionally making a false report, submitting a false Formal Complaint, or making a false statement or submitting false information during a Title IX grievance process. Such misconduct should be a sanctionable offense pursuant to the Student Code of Conduct and Employee/Administrator Handbook(s).}~~

The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Timeline

The District will seek to conclude the grievance process, including resolving any appeals, within sixty (60) days of receipt of the Formal Complaint. ~~{DRAFTING NOTE: The Title IX regulations do not specify a deadline for completing the grievance process; Neola suggests sixty (60) days (i.e., twelve (12) weeks) based on the following considerations: (1) within two (2) days of receipt of the Formal Complaint, the Title IX Coordinator sends requisite notice to parties; (2) two (2) weeks (fourteen (14) calendar days) to investigate (remember the need for advance written notice to a party and adequate time for the party to prepare before any interviews/hearings/meetings; time for parties to present witnesses (including expert witnesses) and other inculpatory or exculpatory evidence); (3) at the conclusion of the investigation and before finalizing the investigative report, two (2) weeks (a minimum of ten (10) calendar days) for the parties to review the evidence and submit their feedback; (4) up to a week (i.e., seven (7) calendar days) for the investigator to consider such feedback and prepare the investigative report; (4) two (2) week (a minimum of ten (10) calendar days) for the parties to review the investigative report and submit questions and receive answers to questions submitted to parties and witnesses (if the Board permits hearings, the hearing cannot occur until the Complainant and Respondent have had a minimum of ten (10) calendar days to review the investigative report); (5) a week (i.e., seven (7) calendar days) for the decision-maker(s) to prepare the decision; (6) up to a week (Neola suggests three to five calendar days) for the parties to review the decision and submit a notice of appeal; (7) a week (seven (7) calendar days) for the parties to submit their written statements in support of or in opposition to the appeal; and (8) a week (seven (7) calendar days) for the appeal decision-maker(s) to prepare a final decision. Any informal resolution process could impact this schedule. Given this fairly aggressive timeline, the Board may want to remove the appeal process from this timeline—i.e., delete the phrase “, including resolving any appeals,” from the sentence, which would allow more time for potential use of the informal resolution process. Further, the preceding schedule does not provide time for a hearing that could further extend the timeline needed to complete the grievance process.}~~

If the Title IX Coordinator offers informal resolution processes, the informal resolution processes may not be used by the Complainant or Respondent to unduly delay the investigation and determination of responsibility. The timeline, however, may be subject to a temporary delay of the grievance process or a limited extension for good cause with written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party’s advisor, or a witness; concurrent law enforcement activity; and the need for language assistance or accommodation of disabilities. ~~{DRAFTING NOTE: The Board should consult with its local legal counsel on a case-by-case basis to determine whether there may be other reasons/good cause for a delay or extension of time—e.g., the complexity and~~

~~severity of the matter, or school breaks.}] () The Title IX Coordinator will provide the parties with reasonable updates on the status of the grievance process.~~

Upon receipt of a Formal Complaint, the Title IX Coordinator will provide written notice of the following to the parties who are known:

- A. Notice of the Board's grievance process, including any informal resolution processes;
- B. Notice of the allegations of misconduct that potentially constitutes Sexual Harassment as defined in this policy, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident, if known. The written notice must:
 1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 2. inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence.
 3. inform the parties of any provision in the Student Code of Conduct (☒), this policy, ~~() and/or Employee/Administrator Handbook~~ **[DRAFTING NOTE: While the Title IX regulations only reference "code of conduct" Neola suggests that the Board reference other applicable documents that expressly prohibit an individual from making false statements or knowingly submitting false information as part of the grievance process]** that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

~~**[DRAFTING NOTE: The Title IX regulations do not define "upon receipt" or otherwise specify within how many days the notice must be sent; Neola suggests the Title IX Coordinator send the notice within "two (2) days" of receipt of the Formal Complaint; this suggestion is memorialized in the corresponding Administrative Guideline. Please note, however, that it could be argued that the notice should be sent sooner. Regardless, the Title IX Coordinator should have a template notice form available that can be quickly completed with the requisite information after receipt of the Formal Complaint.]**~~

If, during the course of the investigation, the investigator becomes aware of allegations about the Complainant or Respondent that are not included in the original notice provided to the parties, the investigator will notify the Title IX Coordinator and the Title IX Coordinator will decide whether the investigator should investigate the additional allegations; if the Title IX Coordinator decides to include the new allegations as part of the investigation, the Title IX Coordinator will provide notice of the additional allegations to the parties whose identities are known.

Dismissal of a Formal Complaint

The District shall investigate the allegations in a Formal Complaint, unless the conduct alleged in the Formal Complaint:

- A. would not constitute Sexual Harassment (as defined in this policy) even if proved;
- B. did not occur in the District's education program or activity; or
- C. did not occur against a person in the United States.

If one of the preceding circumstances exist, the Title IX Coordinator shall dismiss the Formal Complaint. If the Title IX Coordinator dismisses the Formal Complaint due to one of the preceding reasons, the District may still investigate and take action with respect to such alleged misconduct pursuant to another provision of an applicable code of conduct, Board policy, and/or Employee/Administrator Handbook.

The Title IX Coordinator may dismiss a Formal Complaint, or any allegations therein, if at any time during the investigation ~~() or hearing~~ **[DRAFTING NOTE: Select this option if the Board permits hearings:]**:

- A. a Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein;
- B. the Respondent is no longer enrolled in the District or employed by the Board; or
- C. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.

If the Title IX Coordinator dismisses a Formal Complaint or allegations therein, the Title IX Coordinator must promptly send written notice of the dismissal and the reason(s) thereof simultaneously to the parties.

Consolidation of Formal Complaints

The Title IX Coordinator may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of Sexual Harassment arise out of the same facts or circumstances.

Where a grievance process involves more than one Complainant or more than one Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

~~**[DRAFTING NOTE: The Board may adopt provisions, rules, or practices other than those required by the Title IX regulations as part of its grievance process for handling Formal Complaints of Sexual Harassment, provided they apply equally to both parties and do not violate the language in the regulations. The Board should discuss this option with its local legal counsel.]**~~

Informal Resolution Process

Under no circumstances shall a Complainant be required as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, to waive any right to an investigation and adjudication of a Formal Complaint of Sexual Harassment. Similarly, no party shall be required to participate in an informal resolution process.

If a Formal Complaint is filed, the Title IX Coordinator may offer to the parties an informal resolution process. If the parties mutually agree to participate in the informal resolution process, the Title IX Coordinator shall designate a trained individual to facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. The informal resolution process may be used at any time prior to the decision-maker(s) reaching a determination regarding responsibility.

If the Title IX Coordinator is going to propose an informal resolution process, the Title IX Coordinator shall provide to the parties a written notice disclosing:

- A. the allegations;
- B. the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations; and
- C. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the Formal Complaint.

Before commencing the informal resolution process, the Title IX Coordinator shall obtain from the parties their voluntary, written consent to the informal resolution process.

During the pendency of the informal resolution process, the investigation and adjudication processes that would otherwise occur have stayed and all related deadlines are suspended.

~~The informal resolution process is not available to resolve allegations that a Board employee () or another adult member of the School District community or Third Party [END OF OPTION] sexually harassed a student. [DRAFTING NOTE: The Title IX regulations prohibit the use of an informal resolution process when the allegations involve a Board employee sexually harassing a student; Neola suggests that it also may not be appropriate to use informal resolution processes when a Third Party is alleged to have sexually harassed a student. Since this is not a requirement, it is offered as an option. If the optional language is not selected, the Board retains the discretion to use informal resolution processes as may be determined appropriate by the Title IX Coordinator on a case-by-case basis.]~~

☒ The informal resolution process is not available to resolve allegations involving a sexual assault involving a student Complainant and a student Respondent. ~~[DRAFTING NOTE: While this language is not required by the Title IX regulations, Neola suggests the Board select this option because of the severity of this type of Sexual Harassment.]~~

Investigation of a Formal Complaint of Sexual Harassment

In conducting the investigation of a Formal Complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility is on the District, not the parties.

In making the determination of responsibility, the decision-maker(s) is(are) directed to use the (☒) preponderance of the evidence standard () clear and convincing evidence standard. The decision-maker(s) is charged with considering the totality of all available evidence, from all relevant sources.

~~**[DRAFTING NOTE: Neola suggests the Board adopts the "preponderance of the evidence standard." The preponderance of the evidence standard is an equitable standard of proof and the legal standard by which most civil lawsuits, including civil rights claims, are adjudicated in the United States. This standard requires the decision-maker(s) to determine that there is a greater than fifty percent (50%) likelihood (i.e., it is more probable/likely than not) that the Respondent engaged in the alleged Sexual Harassment. The "clear and convincing evidence standard," on the other hand, is a higher standard of evidence, in which the District would need to show to the decision-maker(s) that the truth of the allegations is highly probable (i.e., that the contention is substantially more likely to be true than untrue). Some argue that using the clear and convincing standard may skew the playing field toward the Respondent by enhancing protection for the Respondent at the expense of the Complainant. The same standard of evidence must be applied for Formal Complaints against students as is applied to Formal Complaints against employees, and the same standard of evidence must be used for all Formal Complaints of Sexual Harassment.]**~~

The District is not permitted to access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the party provides the District with voluntary, written consent to do so; if a student party is not an Eligible Student, the District must obtain the voluntary, written consent of a parent.

Similarly, the investigator(s) and decision-maker(s) may not require, allow, rely upon or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege in writing.

As part of the investigation, the parties have the right to:

- A. present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence; and
- B. have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The District may not limit the choice or presence of an advisor for either the Complainant or Respondent in any meeting or grievance proceeding.

~~() The District establishes the following restrictions, which apply equally to both parties, regarding the extent to which an advisor may participate in the proceedings:~~

~~[DRAFTING NOTE: The Board should consult with its local legal counsel concerning any restrictions it may want to place on an advisor's participation in the proceedings, including rules of decorum. This topic is also addressed in Administrative Guideline 2266.]~~

~~() Board Policy 2461—Recording of District Meetings Involving Students and/or Parents controls whether a person is allowed to audio record or video record any meeting or grievance proceeding.~~

Neither party shall be restricted in their ability to discuss the allegations under investigation or to gather and present relevant evidence.

The District will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all ~~()~~ **hearings**, ~~[DRAFTING NOTE: Select this option if the Board permits hearings.]~~ investigative interviews, or other meetings, with sufficient time for the party to prepare to participate. () The investigator(s) and decision-maker(s) must provide a minimum of three (3) days' notice with respect to investigative interviews and other meetings ~~() and _____ days' notice with respect to hearings [END OF OPTION].~~ ~~[DRAFTING NOTE: The Board should consult with its local legal counsel concerning whether to set a minimum amount of advance notice—i.e., define "sufficient time"; Neola suggests a minimum of three (3) days' advanced notice for hearings and one (1) day's advanced notice for investigative interviews and other meetings.]~~

Both parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

Prior to completion of the investigative report, the ~~() investigator~~ (☒) Title IX Coordinator will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least ten (10) calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report. ~~[DRAFTING NOTE: The Board should select the following option if it provides for a hearing before the decision-maker] () The District will make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.~~

At the conclusion of the investigation, the investigator shall create an investigative report that fairly summarizes relevant evidence and send the report to each party and the party's advisor, if any, for their review and written response. The investigator will send the investigative report in an electronic format or a hard copy, at least ten (10) calendar days prior to ~~[DRAFTING NOTE: Select one of the following two options: The Board should select the second option if it is providing a hearing or permitting the decision-maker(s) to decide whether to conduct a hearing on a case-by-case basis.]~~

(☒) the decision-maker(s) issuing a determination regarding responsibility.

~~() a hearing or the decision-maker(s) issuing a determination regarding responsibility.~~

Determination of Responsibility

The Title IX Coordinator shall appoint a decision-maker(s) to issue a determination of responsibility. The decision-maker(s) cannot be the same person(s) as the Title IX Coordinator(s) or the investigator(s).

~~[DRAFTING NOTE: The Board may, but need not, provide for a hearing before the decision-maker(s) reaches a determination of responsibility. Neola suggests that the Board not provide for a hearing. If the Board decides not to provide for a hearing, the Board should select OPTION 1; if the Board elects to provide a hearing or to provide the decision-maker(s) with the discretion to conduct a hearing on a case-by-case basis, the Board should select OPTION 2. Additionally, if the Board operates a vocational program [see the Drafting Note contained in the first paragraph of the Introduction for a definition of "vocational program"], Neola suggests that the Board consult its local legal counsel concerning whether it must provide for a live hearing related to Formal Complaints involving parties associated with the vocational program. If the Board determines, in consultation with its legal counsel, that it must provide for a live hearing, it should select Option E of OPTION 2, at least with respect to Formal Complaints involving parties involved in the vocational program (i.e., it does not need to provide for a live hearing for its regular K-12 education programs and activities that it operates.)]~~

[☒] OPTION 1

After the investigator sends the investigative report to the parties and the decision-maker(s), and before the decision-maker(s) reaches a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

[END-OF-OPTION-1]

[] OPTION-2

~~After the investigator sends the investigative report to the parties and the decision-maker(s), and prior to the decision-maker(s) issuing a determination of responsibility, the decision-maker(s) () may () will conduct a hearing.~~

[DRAFTING NOTE: Select Option A or Option B. If the Board selects "may," it should select Option A; if it selects "will," it should select Option B.]

[] Option A

~~If the decision-maker(s) decides not to conduct a hearing, the decision-maker(s) will state in writing the reason for not conducting a hearing and provide that explanation to the parties. Additionally, before the decision-maker(s) reaches a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.~~

~~If the decision-maker(s) elects to conduct a hearing, the hearing will proceed as follows:~~

[END-OF-OPTION-A]

[] Option B

~~The hearing will proceed as follows:~~

[END-OF-OPTION-B]

[DRAFTING NOTE: Select Option C or Option D or Option E; Neola suggests Option C]

[] Option C

~~At the hearing, the decision-maker(s) will allow each party or each party's advisor to submit relevant questions to the decision-maker(s) who will ask the questions to the other party and any witnesses. Before a Complainant, Respondent, or witness answers a cross-examination or other question, the decision-maker(s) must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. Only relevant cross-examination and other questions, including follow-up questions and questions challenging credibility, will be permitted. Such cross-examination and questioning at the live hearing shall be conducted orally and in real time.~~

~~[] If a party does not have an advisor present at the live hearing, the District will provide, without fee or charge to that party, an advisor of the District's choice, who may be, but is not required to be, an attorney, to submit questions on behalf of that party.~~

[END-OF-OPTION-C]

[] Option D

~~Prior to commencing the hearing, the decision-maker(s) will decide whether to allow each party's advisor to ask questions directly of the other party and any witnesses, or instead to have the questions submitted to the decision-maker(s) who will ask the other party and any witnesses the questions.~~

~~If the decision-maker(s) permits each party's advisor to ask the other party and any witnesses relevant questions and follow-up questions, including questions challenging credibility, such cross-examination at the hearing will be conducted directly, orally, and in real time by the party's advisor of choice and never by a party personally. If the decision-maker(s) permit each party's advisor to ask questions directly to the other party and any witnesses, the decision-maker(s) shall not restrict the extent to which advisors may participate in the hearing.~~

~~If, on the other hand, the decision-maker(s) decides to have each party's advisor (or the party, if the party does not have an advisor) submit relevant questions to the decision-maker(s), the decision-maker will ask the questions to the other party and any witnesses. Such cross-examination at the hearing will be conducted orally and in real time by the decision-maker(s) based upon questions submitted by a party's advisor or the party.~~

~~Only relevant cross-examination and other questions may be asked of a party or witness. Before a Complainant, Respondent, or witness answers a cross-examination or other question, the decision-maker(s) must first determine whether the question is relevant and explain any decision to exclude a question as not relevant.~~

~~If the decision-maker(s) permits the parties' advisors to ask the questions directly, and a party does not have an advisor present at the live hearing, the District will provide, without fee or charge to that party, an advisor of the District's choice, who may be, but is not required to be, an attorney, to conduct cross-examination on behalf of that party.~~

~~[] If the decision-maker(s) decides not to have the parties' advisors ask the questions directly, and a party does not have an advisor present at the hearing, the District will provide, without fee or charge to that party, an advisor of the District's choice, who may be, but is not required to be, an attorney, to submit questions on behalf of that party.~~

[END-OF-OPTION-D]

[] Option E

~~At the hearing, the decision-maker(s) shall permit each party's advisor to ask the other party and any witnesses all relevant questions and follow-up questions, including those challenging credibility. Such cross-examination at the hearing must be conducted directly, orally, and in real time by the party's advisor of choice and never by a party personally; notwithstanding anything to the contrary in this policy, the decision-maker shall not restrict the extent to which advisors may participate in the hearing.~~

~~Only relevant cross-examination and other questions may be asked of a party or witness. Before a Complainant, Respondent, or witness answers a cross-examination or other question, the decision-maker(s) must first determine whether the question is relevant and explain any decision to exclude a question as not relevant.~~

~~If a party does not have an advisor present at the hearing, the District will provide, without fee or charge to that party, an advisor of the District's choice, who may be, but is not required to be, an attorney, to conduct cross-examination on behalf of that party.~~

[END-OF-OPTION-E]

~~Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.~~

~~If a party or witness does not submit to cross-examination at the hearing, the decision-maker(s) must not rely on any statement of that party or witness in reaching a determination regarding responsibility; provided, however, that the decision-maker(s) cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the hearing or refusal to answer cross-examination or other questions.~~

~~Hearings may be conducted with all parties physically present in the same geographic location or, at the discretion of the () decision-maker(s) () Title IX Coordinator(s), any or all parties, witnesses, and other participants may appear at the hearing virtually, with technology enabling participants simultaneously to see and hear each other. At the request of either party, the decision-maker shall provide for the hearing to occur with the parties located in separate rooms with technology enabling the decision-maker(s) and parties to simultaneously see and hear the party or witness answering questions. The District will create an audio or audiovisual recording, or transcript, of any hearing and make it available to the parties for inspection and review.~~

[END-OF-OPTION-2]

Determination regarding responsibility: The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) must apply the ☒ preponderance of the evidence standard ~~() clear and convincing evidence standard. [DRAFTING NOTE: Be sure to select the evidence standard selected previously (i.e., above).]~~

The written determination will include the following content:

- A. identification of the allegations potentially constituting Sexual Harassment pursuant to this policy;
- B. a description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, [and] methods used to gather other evidence, ~~() and hearings held; [DRAFTING NOTE: The Board should only select this option if it permits hearings.]~~
- C. findings of fact supporting the determination;
- D. conclusions regarding the application of the applicable code of conduct to the facts;
- E. a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the decision-maker(s) is recommending that the District impose on the Respondent(s), and whether remedies designed to restore or preserve equal access to the District's education program or activity should be provided by the District to the Complainant(s); and
- F. the procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

The following disciplinary sanctions/consequences may be imposed on a student Respondent who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

A. Informal Discipline

- 1. ☒ writing assignments;
- 2. ☐ changing of seating or location;
- 3. ☐ pre-school, ☒ lunchtime, ☒ after-school detention;
- 4. ☒ in-school discipline;
- 5. ☐ Saturday school;

B. Formal Discipline

- 1. suspension of bus riding/transportation privileges;
- 2. removal from co-curricular and/or extra-curricular activity(ies), including athletics;
- 3. emergency removal;
- 4. suspension for up to ten (10) school days;
- 5. expulsion for up to eighty (80) school days or the number of school days remaining in a semester, whichever is greater;
- 6. expulsion for up to one (1) year;
- 7. permanent exclusion; and
- 8. any other sanction authorized by the Student Code of Conduct.

If the decision-maker(s) determines the student Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with Policy 5600 – Student Discipline, Policy 5605 – Suspension/Expulsion of Students with Disabilities, Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Students, Policy 5601.01 – Permanent Exclusion of Nondisabled Students, Policy 5610.02 – In-School Discipline, Policy 5610.03 – Emergency Removal of Students, Policy 5610.04 – Suspension of Bus Riding/Transportation Privileges, Policy 5610.05 – Prohibition from Extra-Curricular Activities, and Policy 5611 – Due Process Rights. Discipline of a student Respondent must comply with the applicable provisions of the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

The following disciplinary sanctions/consequences may be imposed on an employee Respondent who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

- A. ☒ oral or written warning;

- B. ☒ written reprimands;
- C. ☒ performance improvement plan;
- D. ~~☐ required counseling;~~
- E. ☒ required training or education;
- F. ~~☐ demotion;~~
- G. ~~☐ suspension with pay;~~
- H. suspension without pay;
- I. termination, and any other sanction authorized by any applicable Employee/Administrator Handbook and/or collective bargaining agreement.

If the decision-maker(s) determines the employee Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with applicable due process procedures, whether statutory or contractual. ~~{DRAFTING NOTE: The Board should review applicable policy(ies)/administrative guidelines/employee handbooks to determine whether changes are needed to stated timelines related to imposition of discipline as result of possible delays caused by the Board's obligation to follow this grievance process and procedures; likewise, the Board may need to discuss with union representatives how implementation of this grievance process and procedures may impact any disciplinary provisions contained in applicable collective bargaining (e.g., timelines, permitted attendees at investigative interviews, etc.)}~~

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

The following disciplinary sanctions/consequences may be imposed on a non-student/non-employee member of the School District community or Third Party who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

- A. ☒ oral or written warning;
- B. ☒ suspension or termination/cancellation of the Board's contract with the third-party vendor or contractor;
- C. ~~☐ mandatory monitoring of the third party while on school property and/or while working/interacting with students;~~
- D. ☒ restriction/prohibition on the third-party's ability to be on school property; and
- E. any combination of the same.

If the decision-maker(s) determines the third-party Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including imposition of sanctions. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so appropriate action can be taken.

The decision-maker(s) will provide the written determination to the Title IX Coordinator who will provide the written determination to the parties simultaneously.

In ultimately, imposing a disciplinary sanction/consequence, the Superintendent will consider the severity of the incident, previous disciplinary violations (if any), and any mitigating circumstances.

The District's resolution of a Formal Complaint ordinarily will not be impacted by the fact that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

At any point in the grievance process and procedures, the Superintendent may involve local law enforcement and/or file criminal charges related to allegations of Sexual Harassment that involve a sexual assault.

The Title IX Coordinator is responsible for effective implementation of any remedies.

Appeal

Both parties have the right to file an appeal from a determination regarding responsibility, or from the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, on the following bases:

- A. Procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);
- B. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- C. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter.

~~{DRAFTING NOTE: The Board may insert additional grounds on which an appeal may be filed.}~~

D. ~~() The recommended remedies (including disciplinary sanctions/consequences) are unreasonable in light of the findings of fact (i.e., the nature and severity of the Sexual Harassment).~~

E. ~~() _____~~

~~[] The Complainant(s) may not challenge the ultimate disciplinary sanction/consequence that is imposed.~~

Any party wishing to appeal the decision-maker(s)'s determination of responsibility, or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, must submit a written appeal to the Title IX Coordinator within three (3) days after receipt of the decision-maker(s)'s determination of responsibility or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein. ~~[DRAFTING NOTE: If the Board indicated above an intent to ordinarily complete the grievance process, including any appeal, within sixty (60) days of receipt of the Formal Complaint, Neola suggests that the deadline for submitting a written appeal be set at "within () three (3) () five (5) days" of the appealing party's receipt of the decision-makers(s') determination of responsibility.]~~

Nothing herein shall prevent the Superintendent from imposing any remedy, including disciplinary sanction, while the appeal is pending.

As to all appeals, the Title IX Coordinator will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

The decision-maker(s) for the appeal shall not be the same person(s) as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator(s). The decision-maker(s) for the appeal shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant(s) or Respondent(s) and shall receive the same training as required of other decision-makers.

Both parties shall have a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome. ~~[DRAFTING NOTE: Select OPTION 1, OPTION 2, OPTION 3, or OPTION 4.]~~

[OPTION 1] The decision-maker(s) for the appeal shall determine when each party's written statement is due. ~~[END OF OPTION 1]~~

~~[OPTION 2] The parties' written statements in support of, or challenging, the determination of responsibility must be submitted within _____ days after the Title IX Coordinator provides notice to the non-appealing party of the appeal. [END OF OPTION 2]~~

~~[OPTION 3] The appealing party's written statement must be submitted within _____ days after the Title IX Coordinator receives notice of the appeal. The other party's written statement must be submitted within _____ days after the Title IX Coordinator provides that party a copy of the appealing party's written statement. () The appealing party will have _____ days to submit a rebuttal to the other party's written statement. [DRAFTING NOTE: Neola does not suggest that the Board select this extra option.] [END OF OPTION 3]~~

~~[OPTION 4] Specifically, the appealing party must submit with the notice of appeal a written statement challenging the determination of responsibility. The nonappealing party shall have up to _____ days after receipt of the appealing party's written statement to submit his/her written statement in support of the determination of responsibility. [END OF OPTION 4]~~

~~[DRAFTING NOTE: If the Board indicated above an intent to ordinarily complete the grievance process, including any appeal, within sixty (60) days of receipt of the Formal Complaint, Neola suggests that the deadline for both parties to submit a written statement pursuant to OPTION 2 be set at "within five (5) days" of the Title IX Coordinator providing notice to the non-appealing party of the appeal. If the Board selects OPTION 3, Neola suggests that the party's respective written statements be submitted within three (3) days of the triggering event (i.e., submission of the notice of appeal for the appealing party, and receipt of the appealing party's written statement for the nonappealing party), and if the Board selects the extra option in OPTION 3, Neola suggests the appealing party only have two (2) days after receipt of the non-appealing party's written statement to submit the rebuttal. Alternatively, in order to expedite the appeal, the Board could select OPTION 4 and require the appealing party to submit his/her written statement challenging the determination of responsibility at the same time s/he submits his/her notice of appeal. The nonappealing party would then be permitted to submit a written statement in support of the determination of responsibility within the same number of days that the appealing party had to submit the notice of appeal/statement challenging the determination of responsibility (e.g., three or five days, depending on the appeal deadline selected above).]~~

The decision-maker(s) for the appeal shall issue a written decision describing the result of the appeal and the rationale for the result. The original decision-maker(s)' determination of responsibility will stand if the appeal request is not filed in a timely manner or the appealing party fails to show clear error and/or a compelling rationale for overturning or modifying the original determination. The written decision will be provided to the Title IX Coordinator who will provide it simultaneously to both parties. The written decision will be issued within five (5) days of when the parties' written statements were submitted. ~~[DRAFTING NOTE: If the Board indicated above an intent to ordinarily complete the grievance process, including any appeal, within sixty (60) days of receipt of the Formal Complaint, Neola suggests that the deadline for the decision-maker(s) of the appeal to issue the final decision be set at "within five (5) days" of the date the parties submitted their written statements, or the date a last written statement is submitted pursuant to Option 3 or Option 4.]~~

The determination of responsibility associated with a Formal Complaint, including any recommendations for remedies/disciplinary sanctions, becomes final when the time for filing an appeal has passed or, if an appeal is filed, at the point when the decision-maker(s) for the appeal's decision is delivered to the Complainant and the Respondent. ~~() No further review beyond the appeal is permitted.~~

Retaliation

Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or Sexual Harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Sexual Harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of Sexual Harassment, filing a Formal Complaint, or participating in an investigation ~~() and/or hearing [DRAFT NOTE: Select this option if the Board permits hearings.],~~ is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Confidentiality

The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of Sexual Harassment, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the Complainant's and Respondent's receipt of the information to which they are entitled related to the investigative record and determination of responsibility).

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution ~~(-) and the principles of academic freedom as set forth in the applicable collective bargaining agreement.~~ In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment ~~(-) and/or the principles of academic freedom specified in the Board's collective bargaining agreement with its teachers.~~

Training

The District's Title IX Coordinator, along with any investigator(s), decision-maker(s), or person(s) designated to facilitate an informal resolution process, must receive training on:

- A. the definition of Sexual Harassment (as that term is used in this policy);
- B. the scope of the District's education program or activity;
- C. how to conduct an investigation and implement the grievance process ~~(-) that includes hearings, [DRAFTING NOTE: Select this option if the Board permits hearings.]~~ appeals and informal resolution processes, as applicable; and
- D. how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interests, and bias.

~~[.] All Board employees will be trained concerning their legal obligation to report Sexual Harassment to the Title IX Coordinator. This training will include practical information about how to identify and report Sexual Harassment. [DRAFTING NOTE: While the Title IX regulations do not specifically require this training, it is critical that the Board train all of the employees concerning this legal obligation since the Board will be considered to have "actual knowledge" of Sexual Harassment if any Board employee has notice of such conduct.]~~

Recordkeeping

As part of its response to alleged violations of this policy, the District shall create, and maintain for a period of seven (7) calendar years, records of any actions, including any supportive measures, taken in response to a report or Formal Complaint of Sexual Harassment. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If the District does not provide a Complainant with supportive measures, then the District will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

The District shall maintain for a period of seven (7) calendar years the following records:

- A. each Sexual Harassment investigation including any determination regarding responsibility ~~(-) and any audio or audiovisual recording or transcript that is made of any hearing [DRAFTING NOTE: Select this option if the Board permits live hearings.]~~, any disciplinary sanctions recommended and/or imposed on the Respondent(s), and any remedies provided to the Complainant(s) designed to restore or preserve equal access to the District's education program or activity
- B. any appeal and the result therefrom
- C. any informal resolution and the result therefrom, and
- D. all materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process.

The District will make its training materials publicly available on its website. ~~(-) If a person is unable to access the District's website, the Title IX Coordinator will make the training materials available upon request for inspection by members of the public.~~

Outside Appointments, Dual Appointments, and Delegations

The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy, including, but not limited to, Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Board also retains discretion to appoint two or more persons to jointly fulfill the role of Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Superintendent may delegate functions assigned to a specific Board employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor, to any suitably qualified individual and such delegation may be rescinded by the Superintendent at any time.

~~{DRAFTING NOTE: The following option expressly sets forth authority that the Board has regardless of whether it is included in this policy, but is offered for those boards of education that may want to affirmatively communicate to/address these issues for readers of this policy.}~~

[] Discretion in Application

The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific Complainant and/or Respondent.

Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right, or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time, and for any reason. The Board may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

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Legal

R.C. 3313.207/208/209, 5104

20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

34 C.F.R. Part 106

OCR's Revised Sexual Harassment Guidance (2001)

20 U.S.C. 1092(F)(6)(A)(v)

34 U.S.C. 12291(a)(10)

34 U.S.C. 12291(a)(8)

34 U.S.C. 12291(a)(30)

Book	Policy Manual
Section	Vol. 39, No. 1 - August 2020
Title	Vol. 39, No. 1 - August 2020 OVERVIEW
Code	1-OVERVIEW
Status	From Neola

UPDATE**VOLUME 39, NO. 1****August 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 chooses 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 included in the replacement policy. If so, any wording from the current policy should be added using "Track Changes" or the editing tools in the 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.

Neola Operations

Neola office operations have been active since early May under Governor DeWine's phased-in approach to reopen Ohio businesses. While some business and processing operations have continued from home or remote locations, essential business activities have returned to Neola offices in Coshocton and Stow. Regular telephone access is available Monday through Friday between the hours of 8:00 AM and 1:00 PM. Email and voicemail access will continue throughout the day, and telephone access may be available beyond the hours indicated.

As the Update "season" gets underway, Neola recommends the following options for accessing comprehensive policy services through your Neola Associate:

- A. Keep or schedule an appointment date/time to review the update or policy templates in a telephone conference.
- B. Keep or schedule an appointment date/time to review the update or policy templates via virtual meeting, such as Google Meeting or other electronic options.
- C. Schedule/reschedule update or drafting visits for a later time.

Your Neola associate will be in contact with you soon to discuss these options with you.

Processing Update Materials

If you will be making changes to these Update documents electronically, use "Track Changes" or 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.

Remote Learning

H.B. 164 authorizes school districts that have not been approved by the Ohio Department of Education (ODE) to use a blended learning model, to adopt a remote learning plan that provides for instruction at home rather than in person attendance. Plans must include the following:

- A. a description of how student instructional needs will be determined and documented;
- B. the method to be used for determining competency, granting credit, and promoting students to a higher grade level;
- C. the school's attendance requirements, including how the school will document participation in online learning;
- D. a statement describing how student progress will be monitored;
- E. a description as to how equitable access to quality instruction will be ensured; and
- F. a description of the professional development activities that will be offered to teachers.

Plans must be adopted by July 31 and must be submitted to ODE. The law specifically states that the plans are not subject to ODE approval. ODE must publish the plans on its website. The law declares that schools which comply with these provisions will be deemed to have met minimum hour requirements and will be eligible to receive state funding.

Alternatively, a school board may still submit an application to offer blended learning, which is a combination of in person and remote learning. ODE has recently extended the deadline to submit applications until November 1. Boards are also required by OAC 3301-35-03 to adopt a policy and procedures for blended learning which meets specific criteria (see Policy/AG 2370.01).

BYLAWS AND POLICIES

Policy 1520 – Employment of Administrators (Revised)

This policy has been revised to correct a "Scrivener's Error" that occurred during a recent update. Note the correction at the end of the second paragraph, where the word "not" has been reinserted.

This revision should be adopted to maintain accurate policies.

Policy 1530 – Evaluation of Principals and Other Administrators (Revised)

Revisions to this policy remove references to OTES and remove references to student growth measures that are no longer available.

This revised policy should be adopted to maintain accurate policies.

Policy 2270 – Religion in the Curriculum (Revised)

This policy has been revised because of changes enacted by H.B. 164. The new law defines religious expression to include prayer, religious gatherings such as prayer groups, distribution of written materials or literature of a religious nature, and “any other activity of a religious nature, including wearing symbolic clothing or expression of a religious viewpoint” as long as the expression is not vulgar, obscene, indecent, or offensively lewd. Boards are no longer permitted to restrict student exercise of religion to lunch periods or other noninstructional time periods. Finally, the law declares that a school district may not prohibit a student from engaging in religious expression when completing homework, artwork, or other type of classroom assignment. Rather, the assignments must be graded or scored using ordinary academic standards and shall neither reward or penalize a student based on the religious content.

This revised policy reflects current Ohio law and should be adopted to maintain accurate policies.

Policy 2431 – Interscholastic Athletics

This policy has been revised to reflect the specific requirement of O.R.C. 3313.535, requiring each Board to establish a minimum grade point average as a condition for students in grades through twelve to participate in interscholastic extracurricular activities.

It should be noted, however, that the Ohio High School Athletic Association (May 29, 2020 Bulletin Board) has declared:

“Fall Scholarship Eligibility: Due to the wide-range of academic grades being given for classwork during the final grading period, all students entering grades 7-12 will be eligible for 2020 fall sports insofar as academic eligibility is concerned.”

This revision reflects current Ohio law and should be adopted to maintain accurate policies.

Policy 3124 – Employment Contract (Revised)

The revision to this policy removes reference to employment of administrators, which is covered in Policy 1520 – Employment of Administrators.

This revision is recommended for adoption.

Policy 5200 – Attendance (Revised)

This policy has been revised to include a definition of “medical excuse” and to provide some options for defining attendance in a remote learning/distance learning environment. The number of days/hours suggested are offered only as guidance. Other numbers may be determined by the District.

These revisions are recommended for consideration.

Policy 5517.02 – Sexual Violence (RESCIND/DELETE)

This policy and administrative guideline are being deleted and replaced with Policy/AG 2266 - Nondiscrimination on the Basis of Sex in Education Programs and Activities, issued as a Special Update in July 2020.

Policy 5610 - Removal, Suspension, Expulsion, and Permanent Exclusion of Students (Revised)**Policy 5611 – Due Process Rights (Revised)**

Revisions to these 2 policies provide for the use of the “Preponderance of Evidence” standard of evidence in determination of student discipline. This standard is consistent with the standard of evidence that has been applied in the Nondiscrimination and Anti-Harassment policies in effect. In addition “Retention of Investigatory Records” has been added to both policies.

These revisions are recommended for adoption.

Policy 6144 – Investments (Revised)

This policy has been revised to include the provisions of H.B. 251, to increase from five to ten years the maturity period of other political subdivision's bonds and obligations eligible for investment of a district's interim moneys.

This revised policy reflects current Ohio law and should be adopted to maintain accurate policies if the District wishes to take advantage of such investments.

Policy 6152 – Student Fees, Fines, and Charges (Revised)**Policy 6152.01 – Waiver of School Fees for Instructional Materials (Revised)**

These 2 policies have been revised to provide the authorization to allow for online payment of fees, fines, and charges. Additionally, the policies have been streamlined to identify fees to be charged and waivers that may be available.

These revisions are recommended for adoption if online payment is allowed.

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

This policy has been revised to reflect the statutory language of O.R.C. 3313.843 that allows for the purchase of services by a district from an educational service center (ESC) pursuant to the authority of the Ohio Department of Education (ODE).

These revisions are recommended for adoption.

Policy 6424 - Procurement Cards (Replacement)

This policy has been rewritten to reflect significant changes in the structure of this purchasing mechanism and to provide the appropriate structure and security for use of same. Procurement cards differ notably from credit or debit cards and are not subject to the regulations of S.B. 312 (2018). However, recent audits have found improper procurement card transactions and weak management controls in Ohio school districts.

This replacement is recommended for adoption if the District makes use of procurement cards in purchasing.

Policy 8450.01 – Protective Facial Coverings During Pandemic/Epidemic (New)

This new policy is provided in response to client requests. It is based on guidance from the Ohio Department of Health (ODH) and the Center for Disease Control and Prevention (CDC). The guidance and content of this policy may be included in the District's Restart/Reopening plan for the 2020-21 school year. The policy provides coverage for students, district employees, and volunteers/visitors.

This new policy is provided for district consideration.

Policy 8800 - Religious/Patriotic Ceremonies and Observances (Revised)

This policy has been revised because of changes enacted by H.B. 164. The new law defines religious expression to include prayer, religious gatherings such as prayer groups, distribution of written materials or literature of a religious nature, and "any other activity of a religious nature, including wearing symbolic clothing or expression of a religious viewpoint" as long as the expression is not vulgar, obscene, indecent, or offensively lewd. Boards are no longer permitted to restrict student exercise of religion to lunch periods or other noninstructional time periods. Finally, the law declares that a school district may not prohibit a student from engaging in religious expression when completing homework, artwork, or other type of classroom assignment. Rather, the assignments must be graded or scored using ordinary academic standards and shall neither reward or penalize a student based on the religious content.

This revised policy reflect current Ohio law and should be adopted to maintain accurate policies.

ADMINISTRATIVE GUIDELINES**AG 5200 – Attendance (Revised)**

See note on Policy 5200.

AG 5517.02 – Sexual Violence (DELETE)

See note on Policy 5517.02.

AG 6424 – Procurement Cards (Revised)

See note on Policy 6424.

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. You may 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 August 2020
Title	Copy of EMPLOYMENT OF ADMINISTRATORS
Code	po1520
Status	
Adopted	November 19, 2007
Last Revised	April 13, 2020

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 not 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:

- A. the Assistant Superintendent;
- B. the Director of the Four Cities Compact;
- C. the Director of Instruction and Professional Development;
- D. the Director of Student Services; or
- E. the Treasurer.

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.

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.

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.

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.

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.

Revised 11/16/15

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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 August 2020
Title	Vol. 39, No. 1 - August 2020 Revised EVALUATION OF PRINCIPALS AND OTHER ADMINISTRATORS
Code	po1530
Status	
Adopted	November 19, 2007
Last Revised	December 12, 2016

1530 - EVALUATION OF PRINCIPALS AND OTHER ADMINISTRATORS

Application

This policy shall apply to all persons employed by the Board of Education in a position requiring licensure as an administrator. This definition excludes school counselors but includes professional pupil services personnel and administrative specialists (or equivalent positions) who spend less than fifty percent (50%) of their time teaching or otherwise working directly in the presence of students.

This policy shall also apply to all persons employed in positions not requiring administrative licensure, but whose job duties enable them to be considered either a "supervisor" or "management level employee" as defined in R.C. 4117.01.

Procedures

General Requirements

The Superintendent shall implement a program of regular evaluation for all administrative personnel which includes the following elements:

- A. The evaluation process shall fairly attempt to measure the administrator's effectiveness in performing the duties set forth in his/her job description.
- B. A written evaluation document shall be produced for each evaluation. Each administrator shall be evaluated at least once annually.
- C. The evaluation shall be conducted by the Superintendent or his/her designee (such designation may be oral or in writing) prior to the Board's consideration of contract renewal or non-renewal, the Superintendent shall review the results of the evaluation process with the Board.

Specific Requirements for Building Principals and Assistant Principals

In addition to the above, procedures for the evaluation of District building principals and assistant principals will be based upon comparable standards as set forth in the policy adopted by the Board for the evaluation of teachers pursuant to R.C. 3319.111,

~~() which adopts the Ohio Teacher Evaluation System (OTES)~~

but tailored to address the duties and responsibilities of building principals and assistant principals and the environment in which they work. The Superintendent is authorized to develop administrative guidelines for the procedural and substantive evaluation of building principals and assistant principals consistent with this policy and State law.

(X) and is further authorized to access the Ohio Principal Evaluation System (OPES) model as a resource in the development and maintenance of an evaluation process, ~~which is weighted equally on student growth measures and performance on the standards of the profession for principals and assistant principals.~~

Evaluation Instruments

The Superintendent may, in his/her discretion, utilize a single evaluation instrument for all administrative positions not subject to evaluation under OPES, instruments particularized for each position, or a combination of both types of instruments.

Evaluation instruments shall be developed and/or utilized by the Superintendent as s/he may determine in his/her best professional judgment and may be modified from time-to-time by the Superintendent in the exercise of such professional judgment. Specific Board approval of the evaluation instruments or modifications to such instruments shall not be required.

Basis for Evaluation

Each evaluation shall fairly attempt to measure the administrator's effectiveness in performing the duties of his/her job description.

Evaluations may be based upon the direct formal observations of the administrator, but may also consider informal or incidental observations and other relevant information which is within the knowledge of or brought to the attention of the evaluator. Out-of-school conduct may be considered if such conduct impacts ~~impairs~~ the individual's effectiveness as an administrator or as a role model for students and staff.

Observations and Conferences

A pre-evaluation conference may be conducted if deemed necessary or advisable by the evaluator.

Formal observations may be made of the administrator, either announced or unannounced, but shall not be a required element of the evaluation process except for principals and assistant principals who are subject to OPES. Whether formal observations are deemed appropriate to other administrative positions shall be determined by the evaluator on a case-by-case basis.

Following any formal observations and/or gathering of other evaluative data, and before finalizing any evaluation report, the evaluator shall arrange a post-evaluation conference at which the results of the evaluation process are discussed with the administrator. To the extent that any weaknesses or deficiencies have been identified in the evaluation process, the evaluator shall offer suggestions for improvement. Identified weaknesses and suggestions for improvement shall be identified in the evaluation report, but shall not be a required element of any evaluation. However, for Principals and assistant Principals, the requirements of OPES shall apply in determining the need for growth and/or improvement plans.

A final written evaluation report shall be produced in a manner deemed appropriate by the evaluator, in consultation with the administrator. This evaluation report may be combined with the evaluation instruments, or may be a separate document. The evaluation report shall be signed and dated by the administrator and the evaluator at the conclusion of the post-evaluation conference. The signature of the administrator shall not necessarily indicate that s/he agrees with the evaluator's comments or conclusions, but only that s/he has been made aware of such comments or conclusions. A copy of the evaluation report shall be provided to the administrator.

~~The final evaluation report for an administrator in the last year of his/her contract shall include the Superintendent's intended recommendation to the Board concerning the renewal or non-renewal of the contract.~~

Number and Timing of Evaluations

A. Administrator Not in Final Year of Contract

An administrator not in the final year of his/her contract shall be evaluated at least once during the school year. A written copy of the evaluation report shall be provided to the administrator no later than the end of the administrator's contract year as defined by the administrator's annual salary notice.

B. Administrator in Final Year of Contract

An administrator whose contract is due to expire at the conclusion of the current school year shall have at least one (1) preliminary evaluation and one (1) final evaluation during such year. A written copy of the preliminary evaluation report shall be provided to the administrator at least sixty (60) days prior to any Board action on the renewal or non-renewal of the contract. A written copy of the final evaluation report shall be provided to the administrator at least five (5) days prior to any Board action on the renewal or non-renewal of the contract.

The final evaluation report for an administrator in the last year of his/her contract shall include the Superintendent's intended recommendation to the Board concerning the renewal or non-renewal of the contract. The Board will consider the evaluation results when deciding whether to renew or not renew an administrator's contract.

Meeting with Board

Each administrator shall be provided the opportunity to meet with the Board in executive session prior to the Board's action on his/her contract. In this meeting, the Board shall discuss its reasons for considering the renewal or non-renewal of the contract. The administrator may be accompanied by a representative of his/her choosing at the meeting. However, no witnesses or other persons may appear with or on behalf of the administrator without the express permission of the Board.

Written notice of the right to have such a meeting with the Board shall be provided in accordance with law to each administrator whose contract is expiring at the conclusion of the current school year.

Written Rebuttal

The administrator may, at any time following the receipt of an evaluation report, submit a written rebuttal, not to exceed three (3) pages in length, which shall be promptly attached to the evaluation report and any copies of the evaluation report which are retained in the District's records or submitted to the Board for its consideration.

Legal Effect

This policy and the procedures contained herein shall not create a legal expectancy of continued employment or a property interest in continued employment, and shall not be deemed a part of any individual administrator's contract or otherwise a contractual obligation of the Board.

To the extent that any of the procedures contained herein exceed the requirements of Ohio law, such procedures shall not be construed as a pre-condition to contract non-renewal and shall not prevent the Board from proceeding with a contract non-renewal which otherwise satisfies the minimum requirements of Ohio law.

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Legal

R.C. 3319.02, 3319.111, 3319.112, 4117.01

Book	Policy Manual
Section	Ready for Production August 2020
Title	Vol. 39, No. 1 - August 2020 Revised RELIGION IN THE CURRICULUM
Code	po2270
Status	
Adopted	November 19, 2007
Last Revised	October 14, 2013

2270 - RELIGION IN THE CURRICULUM

Based on the First Amendment protection against the establishment of religion in the schools, no Board employee will promote religion in the classroom or in the District's curriculum, or compel or pressure any student to participate in devotional exercises. Displays of a religious character must conform with Policy 8800 ~~(-)~~ and AG 8800 A-C. Instructional activities shall not be permitted to advance or inhibit any particular religion or religion generally.

An understanding of religions and their effects on civilization is essential to the thorough education of young people and to their appreciation of a pluralistic society. To that end, curriculum

~~(-) shall be developed to include,~~

(X) may include,

as appropriate to the various ages and attainments of the students, instruction about the religions of the world.

The Board acknowledges the degree to which a religious consciousness has permeated the arts, literature, music, and issues of morality. The instructional and resource materials approved for use in the District's schools frequently contain religious references or concern moral issues that have traditionally been the focus of religious concern. That such materials may be religious in nature shall not, by itself, bar their use in the District. The Board directs that professional staff members employing such materials be neutral in their approach and avoid using them to advance or inhibit religion in any way.

The Board recognizes that religious traditions vary in their perceptions and doctrines regarding the natural world and its processes. The curriculum is chosen for its place in the education of the District's students, not for its conformity to religious principles. Students should receive unbiased instruction in the schools so they may privately accept or reject the knowledge thus gained, in accordance with their own religious tenets.

Accordingly, no student shall be exempted from attendance in a required course of study on the grounds that the instruction therein interferes with the free exercise of his/her religion. However, if after careful, personal review of the program's lessons and/or materials, a parent indicates to the school that either the content or activities conflict with his/her religious beliefs or value system, the school will honor a written request for his/her child to be excused from ~~(-) a particular class period~~ **(X)** particular class periods for specified reasons. The student will be provided with alternate learning activities during the times of such parent requested absence.

No classroom teacher shall be prohibited from providing reasonable periods of time for activities of a moral, philosophical, or patriotic theme. No student shall be required to participate in such activities if they are contrary to the religious convictions of the student or his/her parents or guardians.

~~Students shall not be prohibited from engaging in religious expression in the completion of homework, artwork, or other written or oral assignments. Such assignments will be graded in the same manner as any other assignments. Students will neither be penalized nor rewarded based on the religious content of the student's work.[-]~~

The Board acknowledges that it may not adopt any policy or rule respecting or promoting an establishment of religion or prohibiting any student from the free, individual, and voluntary exercise or expression of the student's religious beliefs. ~~However, such exercise or expression may be limited to lunch periods or other noninstructional time periods when students are free to associate.~~

See Reference: Policy 8800

See References: AG 8800A, 8800B, and 8800C

U.S. Const. Amend. 1

R.C. 3313.601, 3320.01, 3320.02, 3320.03

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Legal	U.S. Const. Amend. 1
	R.C. 3313.601, 3320.01, 3320.02, 3320.03

Book	Policy Manual
Section	Ready for Production August 2020
Title	Vol. 39, No. 1 - August 2020 Revised EMPLOYMENT CONTRACT
Code	po3124
Status	
Adopted	November 19, 2007

3124 - EMPLOYMENT CONTRACT

It will be the responsibility of the Superintendent to ensure that all members of the professional staff execute a written employment contract in accordance with the legal requirements related to their position in the District.

~~Initial employment contracts for administrators may not exceed three (3) years in duration; following three (3) years of District employment, the term of subsequent contracts shall be no less than two (2) years nor more than five (5). Contracts will be automatically renewed for a period of two (2) years if the Board does not act upon renewal. If the Superintendent so recommends, the term of the contract of a person who has been employed by the School District as an Assistant Superintendent, Principal, Assistant Principal, or other administrator for three (3) or more years, may be one (1) year, but all subsequent contracts shall be not less than two (2) years or more than five (5) years.~~

The Superintendent is authorized to execute employment contracts for the Board upon approval of employment.

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Legal	R.C. 3319.02, 3319.08, 3319.11
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Book	Policy Manual
Section	Ready for Production August 2020
Title	Vol. 39, No. 1 - August 2020 Delete SEXUAL VIOLENCE
Code	po5517.02
Status	
Adopted	November 16, 2015
Last Revised	November 19, 2018

5517.02—SEXUAL VIOLENCE

~~The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its education programs and activities. The Board is committed to maintaining an education and work environment that is free from all forms of unlawful harassment, including sexual harassment.~~

~~Sexual harassment, including sexual violence, interferes with students' rights to receive an education free from discrimination, and, in the case of sexual violence, is a crime. Pursuant to its Title IX obligations, the Board is committed to eliminating sexual violence in all forms and will take appropriate action against any individual found responsible for violating this policy. To further its commitment against sexual violence, the Board provides reporting options, an investigative and disciplinary process, and other related services as appropriate. This policy applies to all student complaints, whether filed by a student, his/her parent, an employee, or third party on the student's behalf. It applies to all District operations, programs, and activities, as well as to unlawful conduct occurring on school property or during a Board-sponsored activity. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment.~~

~~Definitions~~

~~Sexual Harassment~~

~~As detailed further in Policy 5517, sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature. Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.~~

~~Examples include, but are not limited to:~~

- ~~A. unwelcome sexual propositions, invitations, solicitations, and flirtations;~~
- ~~B. unwanted physical and/or sexual contact;~~
- ~~C. threats or insinuations implying that a person's conditions of education may be adversely affected by not submitting to sexual advances;~~
- ~~D. unwelcome sexual verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; unwelcome sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls;~~
- ~~E. sexually suggestive objects, pictures, videotapes, audio recordings or literature;~~
- ~~F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;~~
- ~~G. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;~~
- ~~H. speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;~~
- ~~I. inappropriate boundary invasions into a student's personal space and personal life; and~~
- ~~J. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex stereotyping that does not involve conduct of a sexual nature.~~

~~Sexual Violence~~

~~Sexual violence, as used in this policy, refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age, intellectual or other disability, or use of drugs or alcohol).~~

~~Sexual violence includes rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. Sexual violence can be carried out by school employees, other students, or third parties. All such acts of sexual violence are forms of sexual harassment and, in turn, sex discrimination prohibited by Title IX.~~

~~Harassing conduct creates a hostile environment when it interferes with or limits a student's ability to participate in or benefit from the school's program. A single or isolated incident of sexual harassment may create a hostile environment if the incident is sufficiently severe. For example, a single instance of rape is sufficiently severe to create a hostile environment.~~

~~Anti-Harassment Compliance Officers~~

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

~~[NOTE: For the complainant's comfort, districts are advised to appoint both a male and a female Compliance Officer. The Compliance Officers may also serve as the District's Section 504/ADA and Title IX Coordinators.]~~

(Name)

(School District Title)

(Telephone Number)

(Office Address)

~~(E-mail Address)~~~~(Name)~~~~(School District Title)~~~~(Telephone Number)~~~~(Office Address)~~~~(E-mail Address)~~

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

- ~~A. () in the student, parent, and staff handbooks.~~
- ~~B. () in the School District Annual Report to the public.~~
- ~~C. () on the School District's web site.~~
- ~~D. () on each individual school's web site.~~
- ~~E. () in the School District's calendar.~~
- ~~F. () _____~~

~~The Compliance Officers are available during regular school/work hours to discuss Title IX questions, sexual violence concerns, and to assist students, other members of the School District community, and third parties. Compliance Officers shall accept sexual violence complaints directly from any members of the School District community or a visitor to the District, as well as those initially filed within a school building administrator. Upon receiving a complaint, the Compliance Officer or designee will discuss confidentiality issues with the complainant (and his/her parent, if the complainant is a minor), and open an investigation as described below.~~

~~Complaint Procedures~~

~~Reporting~~

~~Students and Board employees are required, and parents, community members, and third parties are encouraged, to report sexual violence promptly to a teacher, administrator, supervisor, or other school official. Reports can be made orally or in writing and should be as specific as possible. The person making the report shall identify the alleged victim, perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s). The District, however, will investigate and address all reports to the extent possible.~~

~~A student has a right to file criminal and/or Title IX complaints simultaneously. A student does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to sexual violence or any other Title IX concerns may also be filed with the U.S. Department of Education's Office for Civil Rights.~~

~~Any teacher, administrator, supervisor, or other school employee or official who receives such a complaint shall file it with the District's Compliance Officer within two (2) school days, and shall comply with his/her mandatory reporting responsibilities pursuant to R.C. 2151.412. The Compliance Officer will oversee the District's investigation and response to any Title IX-related complaints, but s/he may delegate the investigative process to another individual ("Designee"). The Board reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy.~~

~~Confidentiality~~

~~The District respects students' privacy and will only disclose information regarding alleged sexual violence to individuals who are responsible for handling the school's response, the student's parents (if the student is a minor or is considered a dependent under Section 152 of the Internal Revenue Code), or as otherwise required by law. During the course of a formal investigation, the Compliance Officer/designee will instruct all interviewees about the importance of maintaining confidentiality. Interviewees will be directed not to disclose any information that s/he learns or that s/he provides during the course of the investigation to third parties.~~

~~Students or their parents sometimes ask that the students' names not be disclosed to the alleged perpetrators or that no investigation or disciplinary action be pursued to address the alleged sexual violence. Upon such a request, the Compliance Officer/designee will inform the student and his/her parent that honoring the request may limit the District's ability to respond fully to the incident, including pursuing disciplinary action against the alleged perpetrator. The official will also explain that Title IX includes protections against retaliation and that school officials will not only take steps to prevent retaliation but also take strong responsive action if it occurs.~~

~~Should the student or his/her parents continue to request complete confidentiality, the Compliance Officer/designee will balance the student's privacy request with the District's obligation to provide a safe and non-discriminatory environment for all students. Should the official determine that the District can honor the student's or parent's request and remain in compliance with its Federal and State obligations, the District may limit its investigation and/or formal action against the alleged perpetrator. The District will, however, take other action to address the sexual violence. This may include increasing monitoring and security, offering schedule changes, and conducting climate surveys.~~

~~If the Compliance Officer/designee determines that the District must disclose the student's identity to an alleged perpetrator, s/he will inform the student and his/her parents prior to disclosure. The District will then afford interim protection measures to the student as appropriate.~~

~~Investigation~~

~~The District is committed to investigating all sexual violence complaints in an adequate, reliable, impartial, and prompt manner. The investigation will seek to determine whether the conduct occurred, and if so, what actions the school will take to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and remedy its effects.~~

~~The investigation may include:~~

- ~~A. interviewing the complainant, perpetrator, and any witnesses;~~
- ~~B. reviewing law enforcement investigation documents;~~
- ~~C. reviewing student and personnel files;~~
- ~~D. gathering and examining other relevant documents or evidence; and~~
- ~~E. providing a disciplinary hearing as needed.~~

~~The District affords both parties a balanced and fair process. Specifically, the complainant has the same rights throughout the proceeding as the alleged perpetrator. Both parties, for example, will have an equal opportunity to present relevant witnesses and other evidence at a~~

~~disciplinary hearing. Likewise, the District's appeal process is available to both parties. The District, however, does not require complainants to be present for the hearing or appeal. Further, the District will not permit parties to personally question or cross-examine each other directly.~~

~~[OPTION]~~

~~[] Additionally:~~

- ~~A. () The District permits both parties to have legal counsel or other advisors at any stage of the proceedings. Any restrictions on legal counsel participation apply to both parties equally.~~
- ~~B. () The District permits both parties to submit third-party testimony.~~
- ~~C. () The District permits both parties to be present for the entire hearing, but it will not require the complainant and alleged perpetrator to be present in the same room at the same time.~~

~~[END OF OPTION]~~

~~In resolving a complaint, the District uses a preponderance of the evidence standard, determining whether it is more likely than not that sexual violence occurred.~~

~~Timeline~~

~~The Compliance Officer/designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) school days after receipt of a report of sexual violence to advise s/he/them of the Board's intent to investigate the alleged misconduct. The Compliance Officer/designee will also inform the alleged perpetrator of the opportunity to submit a written response to the complaint within five (5) business days. The District's investigation, including a disciplinary hearing process (but not appeal), may take up to sixty (60) calendar days to complete. This timeframe may be extended on a case-by-case basis, depending on the complexity and severity of the matter, criminal investigation requirements, and school breaks. During this period, the District will provide the complainant with periodic updates on the status of the investigation.~~

~~Interim Measures~~

~~During the investigation, the District will take interim steps to facilitate the complainant's equal access to its education programs. These steps may include, but are not limited to: 1) notifying the complainant of his/her options to avoid contact with the alleged perpetrator; 2) allowing the complainant to change his/her academic, extracurricular, transportation, dining, and working situation as appropriate; and 3) informing complainant of other available resources, such as counseling, legal assistance, and victim advocacy. Specific interim measures will be considered and offered on a case-by-case basis.~~

~~Notice~~

~~Upon completing its investigation, the District will notify both parties in writing about the outcome of the complaint and any appeal. Specifically, the District will notify the complainant: 1) as to whether the investigation substantiated the allegations; 2) of individual remedies offered to the complainant; 3) of sanctions imposed on the perpetrator that directly relate to the complainant; and 4) other steps the District has taken to eliminate the hostile environment and prevent recurrence. The alleged perpetrator will be notified of the investigation's result and disciplinary consequence to him/her, if any. The District will not notify the alleged perpetrator about the individual remedies afforded to the complainant. All aforementioned notifications will comply with Federal and State privacy laws, including the Family Education Rights and Privacy Act (FERPA).~~

~~Remedies~~

~~The District will provide a prompt and equitable resolution. If the investigation substantiates the complaint, the District will take steps to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and remedy its effects. In addition to imposing disciplinary consequences on the perpetrator, the District will consider the following individual and global remedies, on a case-by-case basis:~~

- ~~A. providing medical, counseling, and academic support services to the complainant and/or perpetrator;~~
- ~~B. re-arranging schedules at the complainant's request;~~
- ~~C. affording the complainant extra time to complete or retake classes without academic penalty;~~
- ~~D. reviewing any disciplinary proceedings against the complainant;~~
- ~~E. training or retraining employees;~~
- ~~F. developing materials on sexual violence;~~
- ~~G. conducting sexual violence prevention programs; and~~
- ~~H. conducting climate checks.~~

~~The District will not offer mediation in cases involving sexual violence. Disciplinary consequences against offenders may include suspension, expulsion, termination, and any other sanctions the Board deems appropriate. Any discipline meted out to offenders will comply with special education and Section 504 laws and regulations.~~

~~Appeals Process~~

~~Both complainants and perpetrators may appeal the outcome of the investigation. Any appeal opportunities afforded to the alleged perpetrator are also afforded to the complainant. Any party wishing to appeal the outcome of the investigation must submit a written appeal to the Board within ten (10) school days after receipt of the written notice of the outcome of the investigation. The Board shall, within twenty (20) work days, conduct a hearing concerning the appeal. The Board shall provide a written decision to the appealing individual within ten (10) work days following completion of the hearing.~~

~~Retaliation~~

~~Federal law strictly prohibits retaliation against a complainant or witness. The District will inform complainant of this prohibition and direct him/her to report retaliation, whether by students or school officials, to the Compliance Officer. Upon learning of retaliation, school officials will take strong responsive action as appropriate.~~

~~Training~~

~~All staff will be trained so they know to report harassment to appropriate school officials. This training will include practical information about how to identify and report sexual harassment, including sexual violence. The training will be provided to any employees likely to witness or receive complaints involving sexual harassment and/or sexual violence, including teachers, school law enforcement unit employees or school resource officers, school administrators, school counselors, and health personnel. Further, school administrators responsible for investigating allegations of sexual harassment and sexual violence will be trained on how to conduct such investigations and respond properly to such charges.~~

~~Retention of Investigatory Records and Materials~~

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

- A. ~~all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;~~
 - B. ~~any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;~~
 - C. ~~any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;~~
 - D. ~~written witness statements;~~
 - E. ~~narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;~~
 - F. ~~e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);~~
 - G. ~~notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;~~
 - H. ~~written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;~~
 - I. ~~dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;~~
 - J. ~~documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;~~
 - K. ~~documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;~~
 - L. ~~copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);~~
 - M. ~~copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;~~
- ~~[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]~~
- N. ~~(-) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; [REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]~~
 - O. ~~(-) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~
 - P. ~~(-) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~
 - Q. ~~(-) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;~~
 - R. ~~(-) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.~~

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

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

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Legal

20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964

42 U.S.C. 2000d et seq.

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

34 C.F.R. Part 106

Dear Colleague Letter on Sexual Violence (Office for Civil Rights, 2011)

OCR's Revised Sexual Harassment Guidance (2001)

Book	Policy Manual
Section	Ready for Production August 2020
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5610 - REMOVAL, SUSPENSION, EXPULSION, AND PERMANENT EXCLUSION OF STUDENTS

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

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

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

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

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

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

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

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

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

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

- C. "Expulsion" shall be the exclusion of a student from the schools of this District for a period not to exceed the greater of eighty (80) school days or the number of school days remaining in a semester or term in which the incident that gives rise to the expulsion takes place or for one (1) year as specifically provided in this policy and the Student Code of Conduct/Student Discipline Code. Only the Superintendent may expel a student. The procedures for expulsion are set forth in the Student Code of Conduct/Student Discipline Code and Board Policy 5611 "Due Process Rights". When making a determination whether or not a student will be expelled or permanently excluded under this policy, the Superintendent shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315 - Information Management (i.e. "Litigation Hold")) created and/or received as part of an investigation.

1. Firearm or Knife

Unless a student is permanently excluded from school, the Superintendent shall expel a student from school for a period of one (1) year for bringing a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except that the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. Similarly, the Superintendent shall expel a student from school for a period of one (1) year for possessing a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, except the Superintendent may reduce this period on a case-by-case basis in accordance with this policy. The expulsion may extend, as necessary, into

the school year following the school year in which the incident that gives rise to the expulsion takes place. The Superintendent shall refer any student expelled for bringing a firearm (as defined in 18 U.S.C. 921(a)(3)) or weapon to school to the criminal justice or juvenile delinquency system serving the District.

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

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

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

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

5. Violent Conduct

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

- a. would be a criminal offense if committed by an adult;

and

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

the Superintendent may expel the student for a period of up to one (1) year. The Superintendent may extend the expulsion into the next school year or reduce the expulsion as necessary on a case-by-case basis as specified below. The student need not be prosecuted or convicted of any criminal act to be expelled under this provision.

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

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

or

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

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

6. Bomb Threats

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

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

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

or

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

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

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

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

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

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

- A. The student brings a firearm or knife capable of causing serious bodily injury to a school building or on to any other property (including a school vehicle) owned, controlled, or operated by the Board, to an interscholastic competition, an extra-curricular event, or to any other school program or activity that is not located in a school or on property that is owned or controlled by the Board, or possesses a firearm or knife capable of causing serious bodily injury at school or on any other property (including a school vehicle) owned, controlled, or operated by the Board, at interscholastic competition, an extra-curricular event, or at any other school program or activity that is not located in a school or on property that is owned or controlled by the Board.
- B. The student commits an act at school, on other school property, at an interscholastic competition, extra-curricular event, or any other school program or activity and the act: 1) would be a criminal offense if committed by an adult; and 2) results in serious physical harm to person(s) as defined in R.C. 2901.01(A)(5), or to property as defined in R.C. 2901.01(A)(6).
- C. The student makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat.
- D. The student engages in behavior of such a nature that suspension or expulsion is necessary to protect the immediate health and safety of the student, the student's fellow classmates, the classroom staff and teachers, or other school employees.

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

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

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

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

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

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

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

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

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

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

Searches

In accordance with Policy 5771, school officials may search a student or a student's property when there are reasonable grounds to suspect the presence of contraband that violates the law or school rules. Dogs trained in the detection of illegal drugs and/or weapons may patrol school facilities and premises.

A dog altering to an object is considered reasonable grounds for a search. Vehicles on school property are also subject to search. Student lockers are the property of the Board and are subject to search based on reasonable suspicion of the violation of the law or school rules and to random searches without regard to reasonable suspicion.

Times and Places Applicable

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

Substantive Provisions

Misconduct for which suspension/expulsion may be imposed:

- A. Tobacco: students shall not possess, use, transmit, conceal or sell cigarettes or tobacco. State law prohibits students from smoking in any school building. This includes possession or the use of matches and/or lighters. No warning will be given for smoking violations. A student is considered smoking when seen with a cigarette, leaving a discarded one or any other evidence indicating smoking. The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including but not limited to "JUULs").
- B. Dress and Appearance: Students shall not violate school rules relating to dress and appearance. Students shall attend school dressed in a manner which is clean, not hazardous to their safety or the safety of others, and which does not distract from the educational environment.
- C. Truancy, Tardiness or Class Cutting: Students shall not be absent from all or any portion of the regularly scheduled classes or other mandatory activities without school authorization and parental consent. A student is considered tardy to first period if s/he is not in his/her assigned seat when the late bell rings.
- D. Profane, Vulgar or Improper Language or Gestures: Students shall not speak or write profane, vulgar, derogatory, demeaning or other improper or inappropriate language, or use profane, vulgar or other improper inappropriate gestures or signs or engage or attempt to engage in profane, vulgar or other improper or inappropriate actions. Student attire containing profanity or obscenity is prohibited.
- E. Insubordination (also referred to as Failure to Comply with Directives): This is defined as failing to follow the directives of school personnel or otherwise acting in defiance of school authority. Students shall comply with directives, requests and orders of teachers, student teachers, substitute teachers or other appropriate school personnel.
- F. Failure to Accept Discipline or Punishment: Students shall not refuse to accept discipline or punishment from teachers, student teachers, substitute teachers, educational aides, bus drivers, principals or other appropriate school personnel.
- G. Harassment, Hazing and/or Sexual Harassment: Students shall not threaten, act or participate in or attempt to threaten, act or participate in an act or acts that injures, degrades, disgraces or tends to injure, degrade or disgrace any student. This includes any unwanted sexual advances which may be verbal, visual or physical contact.
- H. Violations of School Bus Conduct Requirement: Students shall not act or participate in any act or acts or attempt to act or participate in any act which poses or tends to pose a danger to the safe operation of a school bus or conveyance, including, but not limited to, failing to remain seated, throwing objects as passengers, the driver or out of the window, extending arms or objects out of the window, shouting and other disorderly conduct which could cause physical harm, emotional stress or diversion of the driver's attention.
- I. Disrespect: Students shall not act so as to intimidate, insult or otherwise abuse, orally or in writing, any member of the school staff or student body.
- J. Disruption of School: Students shall not by use of violence, force, noise, coercion, threat, harassment, intimidation, fear, passive resistance or any other conduct, cause, attempt or threaten to cause the disruption or obstruction of any lawful mission, process, activity or function of the school. Students shall not urge other students to engage in such conduct for the purpose of causing, attempting or threatening to cause the disruption or obstruction of any lawful mission, process, activity or function of the school. While this list is not intended to be all-inclusive, the following acts illustrate the kinds of misconduct prohibited by this rule:
 - 1. occupying any school building, school grounds or part thereof;
 - 2. blocking the entrance or exit of a school building or corridor or room therein;
 - 3. setting fire or attempting to set fire to or damaging or attempting to damage or defacing or attempting to deface any school building or property;
 - 4. making, by telephone call, letter or other means, a threat to damage or destroy any school property or to disrupt any school-sponsored or related activity, function or event on or off school grounds. Any bomb threat to a school building, or to any premises at which a school activity is occurring will subject the offender to a one-year (1) expulsion;
 - 5. activating or attempting to activate an emergency alarm system in the absence of an emergency;
 - 6. preventing or attempting to prevent by physical act or verbal utterance the convening or continuing function of any school, class or activity or any lawful meeting or assembly on or off the school property;
 - 7. preventing or attempting to prevent students from attending a class or any school-sponsored or related activity or event;

- 8. except under the direct instruction of the principal or other authorized school personnel, blocking pedestrian or vehicular traffic on school property or at the site of any school-sponsored activity or event; or
 - 9. continuously making noise or acting in a manner so as to interfere with a teacher's ability to conduct a class or an extracurricular activity.
- K. **Damage, Destruction, Theft or Unauthorized Removal of School Property:** Students shall not cause or attempt to cause damage to school property or steal or attempt to steal school property or engage in or attempt to engage in or participate or attempt to participate in the unauthorized removal of school property.
- L. **Damage, Destruction, Theft, or Unauthorized Removal of Private Property:** Students shall not cause or attempt to cause damage to private property of students, teachers, school personnel or other persons or steal or attempt to steal private property or engage or attempt to engage in or participate or attempt to participate in the unauthorized removal of private property.
- M. **Physical or Verbal Assault on or Abusive Language Toward a School Employee, Authorized Visitor or Another Student:** Intentionally or recklessly causing or threatening physical or emotional harm to another student or behaving in such a manner as to present an imminent risk of such harm. Students shall not use vulgar, profane or abusive gesture toward any school employee, authorized school visitor or another student, not cause or attempt to cause physical injury, or behave in such a way as could threaten to cause physical injury to a school employee, authorized school visitor or another student.
- N. **Weapons, Dangerous Instruments, Fireworks and Explosives:** Students shall not violate this District's policy against dangerous weapons in school Policy 5772. Students shall not use, possess, handle, transmit, sell, conceal or barter for, or bring upon school grounds, to a school activity or on to a school vehicle any object that can be classified as a weapon or dangerous instrument. Weapons and dangerous instruments shall include any object which is used or may be used to inflict physical harm or property damage or to threaten to inflict such harm or damage. Items that have the appearance of a weapon or dangerous instrument are also prohibited.

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

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

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

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

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

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

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

P. **Trespass:**

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

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

Students who engage in an assault upon a school employee or other student off school property, at a nonschool-sponsored or related activity, function or event, or on school property before or after school hours may, in accordance with the procedures set forth in R.C. 3313.66, be subject

to suspension or expulsion from school if it is determined that the student's continued presence in the school is reasonably certain to disrupt or interfere with the educational process or endanger the health or safety of the students or others.

- R. Falsification or Misstatement of Facts or Other Information: Students shall not forge the writing of another or falsely use the name of another person or falsify times, dates, grades, addresses or other data on school forms or school-related correspondence. Cheating and/or plagiarism on school assignments is considered fraud. Lying is considered fraud.
- S. Gambling: Students shall not engage in or promote games of chance, placing bets or risk anything of value.
- T. Obtaining Property or Things of Value by Use of Coercion and Related Misconduct: Students shall not use or attempt to use an express or implied threat, violence, harassment, coercion or intimidation to obtain money or any other type of property belonging to another student, a school employee or others.
- U. Public Display of Affection or Sexual Acts: Students shall not engage in kissing, embracing or any sexual acts or displays not appropriate to the educational environment.
- V. Repeated Violations: Students who repeatedly engage in acts which violate this code shall be subject to more severe punishment, including suspension or expulsion, for subsequent violations. The District shall be entitled to maintain records of each student's misconduct and consider such records in arriving at the type and severity of punishment to be imposed for a violation of this code.
- W. Violation of Rules: Students shall not violate the policies of the Board, school rules, classroom rules or regulations. Such policies and rules and regulations will be posted in a conspicuous place. Students are responsible for becoming familiar with those items.
- X. Personal Communication Devices: Students are not permitted to use personal communication devices in a manner contrary to Wadsworth City School District Policy 5136: Personal Communication Devices. Personal communication devices include: computers, tablets (e.g., iPads and similar devices), electronic readers ("e-readers"; e.g., Kindles and similar devices), cell phones (e.g., mobile/cellular telephones, smartphones (e.g., BlackBerry, iPhone, Android devices, Windows Mobile devices, etc.)), telephone paging devices (e.g., beepers or pagers), and/or other web-enabled devices of any type.
- Y. Aiding and Abetting: Aiding and abetting any violation of this Student Code of Conduct will result in disciplinary action.
- Z. Failure to Provide Evidence/Providing False Information/Lying: Students are expected to be honest concerning violations of the Code of Conduct and to help school officials establish the truth about a possible violation of the Student Code of Conduct. In establishing the facts concerning an incident, students shall be expected to cooperate with school officials. Students shall not give or assist in giving false or fictitious accounts to any school official, policy official, fire official or any other person acting in an official or lawful capacity.
- AA. Violating Acceptable Use Policy: Students shall not use school-owned computers in a manner that violates the school's Acceptable Use Policy.
- BB. Violation of Student Publications Policy: Students shall not violate the Student Publications Policy, Policy 5722, with respect to content of student and nonstudent publications and requirements before distributing such publications.
- CC. Other Misconduct: Any misconduct which is contrary to the school's educational mission is prohibited.

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

Revised 2/24/11
 Revised 3/9/15
 Revised 4/10/17
 Revised 11/19/18
 Revised 5/13/19

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

Book	Policy Manual
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5611 - DUE PROCESS RIGHTS

The Board of Education recognizes that students have limited constitutional rights when it comes to their education.

Accordingly, the Board establishes the following procedures which District Administrators shall use when dealing with students:

A. Student subject to suspension:

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

1. The student will be informed in writing of the potential suspension and the reasons for the proposed action.
2. The student will be provided an opportunity for an informal hearing to challenge the reason for the intended suspension and to explain his/her actions.
3. An attempt will be made to notify parents or guardians by telephone if a suspension is issued.
4. Within one (1) school day of the suspension the Superintendent, Principal, or other administrator will notify the parents, guardians, or custodians of the student. The notice will include the reasons for the suspension and the right of the student, parent, guardian, or custodian to appeal to the Board or its designee; the right to be represented at the appeal; and the right to request the hearing be held in executive session if before the Board. The notice shall also specify that if the student, parent, guardian, or custodian intends to appeal the suspension to the Board or its designee, such notice of appeal shall be filed, in writing, with the Treasurer of the Board or the Superintendent within five (5) calendar days after the date of the notice to suspend. ~~[Note: It is recommended that the Board require individuals to file the notice of appeal within a specific number of calendar days after the suspension notice. The Board cannot specify a date for the filing of a notice of appeal of an expulsion that is less than fourteen (14) days].~~ If the offense is one for which the District may seek permanent exclusion, then the notice will contain that information.
5. Notice of this suspension will also be sent to the:
 - a. Superintendent;
 - b. student's school record (not for inclusion in the permanent record).
6. If a student leaves school property without permission immediately upon violation (or suspected violation) of a provision of the Student Code of Conduct/Student Discipline Code or prior to an administrator conducting an informal hearing as specified above, and the student fails to return to school on the following school day, the Principal, assistant Principal, Superintendent, or any other administrator, may send the student and his/her parent(s)/guardian(s) notice of the suspension, and offer to provide the student and/or his/her parents an informal hearing upon request to discuss the reasons for the suspension and to allow the student to challenge the reasons and to explain his/her actions, any time prior to the end of the suspension period.

Appeal of Suspension to the Board or its designee

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

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

The procedure to pursue such appeal will be provided in regulations approved by the Superintendent. Notice of appeal must be filed, in writing, with the Treasurer or the Superintendent within five (5) calendar days after the date of the notice to suspend. ~~[Note: It is recommended that the Board require individuals to file the notice of appeal within a specific number of calendar days after the suspension notice. The Board cannot specify a date for the filing of a notice of appeal of an expulsion that is less than fourteen (14) days].~~

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

Appeal to the Court

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

B. Students subject to expulsion:

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

1. The Superintendent will give the student and parent, guardian, or custodian written notice of the intended expulsion, including reasons for the intended expulsion.
2. The student and parent or representative have the opportunity to appear before the Superintendent or designee to challenge the proposed action or to otherwise explain the student's actions. The written notice will state the time and place to appear, which must not be earlier than three (3) school days nor later than five (5) school days after the notice is given, unless the Superintendent grants an extension upon request of the student or parent.
3. Within one (1) school day of the expulsion, the Superintendent will notify the parents, guardians, or custodians of the student and Treasurer of the Board. The notice will include the reasons for the expulsion and the right of the student, parent, guardian, or custodian to appeal to the Board or its designee; the right to be represented at the appeal; and the right to request the hearing be held in executive session if before the Board. The notice shall also specify that if the student, parent, guardian, or custodian intends to appeal the expulsion to the Board or its designee, such notice of appeal shall be filed, in writing, with the Treasurer of the Board or the Superintendent within fourteen (14) calendar days after the date of the notice of expulsion. ~~[Note: Under statute, the Board cannot specify a date for the filing of a notice of appeal of an expulsion that is less than fourteen (14) days].~~ If the offense is one for which the District may seek permanent exclusion, then the notice will contain that information.

Appeal of Expulsion to the Board

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

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

The procedure to pursue such appeal will be in accordance with regulations approved by the Superintendent. Notice of appeal must be filed, in writing, within fourteen (14) calendar days after the date of the Superintendent's decision to expel with the Treasurer of the Board or the Superintendent. ~~[Note: Under statute, the Board cannot specify a date for the filing of a notice of appeal of an expulsion that is less than fourteen (14) days].~~

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

Appeal to the Court

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

C. Students subject to emergency removal:

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

D. Students subject to permanent exclusion:

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

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

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

~~The Superintendent shall ensure that all members of the staff use the above procedures when dealing with students. In addition, this statement of due process rights is to be placed in all student handbooks in a manner that will facilitate understanding by students and their parents. In determining whether disciplinary action set forth in this policy is to be implemented, District Administrators shall use a preponderance of evidence standard. Further, any individual charged with making a disciplinary determination under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315 - Information Management (i.e. "Litigation Hold")) created and/or received as part of an investigation.~~

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

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

In addition, this statement of due process rights is to be placed in all student handbooks in a manner that will facilitate understanding by students and their parents.

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

Legal

R.C. 3313.20, 3313.66, 3313.661

Book	Policy Manual
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Title	Vol. 39, No. 1 - August 2020 Revised INVESTMENTS
Code	po6144
Status	
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Last Revised	November 17, 2014

6144 - INVESTMENTS

The Board of Education authorizes the Treasurer to make investments of available monies from the funds of the District in securities authorized by State law. These shall include:

- A. bonds, notes, or other obligations of or guaranteed by the United States, or those for which the faith of the United States is pledged for payment of principal and interest thereon but does not include stripped principal or interest obligations of such obligations;
- B. bonds, notes, debentures, or any other obligations or securities directly issued by a Federal government agency or instrumentality;
- C. interim deposits in Board-approved depositories;
- D. bonds and other obligations of the State, or the political subdivisions of this state, provided that, with respect to bonds or other obligations of political subdivisions, all of the following apply the:
 - 1. bonds or other obligations are payable from the political subdivision's general revenues and backed by the full faith and credit of the political subdivision
 - 2. bonds or other obligations are rated, at the time of purchase, in the three (3) highest classifications established by at least one (1) nationally recognized standard rating service and purchased through a registered securities broker or dealer
 - 3. aggregate value of the bonds or other obligations does not exceed twenty percent (20%) of interim monies available for investment at the time of purchase, and
 - 4. Treasurer is not the sole purchaser of the bonds or other obligations at original issuance
 - 5. the bonds or other obligations mature within ten (10) years from the date of settlement
- E. no-load money market mutual funds consisting exclusively of obligations described in A. and B. above or repurchase agreements secured by such obligations, provided such investments are made only through eligible institutions authorized by R.C. 135.03;
- F. the Ohio Subdivision Fund (STAR Ohio).

Under no circumstances may the Treasurer invest in a derivative as defined by the Revised Code, reverse repurchase agreements, or other funds prohibited by law. The Treasurer shall also not make investments which s/he does not reasonably believe can be held until the maturity date or leverage any investment.

No investment shall be made under division (D), as described above, unless the Treasurer has completed additional training that has been approved by the Treasurer of State and is either conducted by or provided under the supervision of the Treasurer of State.

The Treasurer is also authorized to enter into written repurchase agreements with any eligible institution in accordance with R.C. 135.03 provided that under the terms of the agreement the eligible institution agrees unconditionally to repurchase any of the securities listed in divisions (A) through (E), above. Such agreements may be either overnight or within a time not to exceed thirty (30) days and must comply with the requirements of R.C. 135.14(E).

Upon a two-thirds (2/3's) vote of its members, the Board may authorize the Treasurer to invest up to a maximum of forty percent (40%) of the District's interim funds in either of the following:

- A. Commercial paper notes issued by a for-profit corporation, business trust or association, real estate investment trust, common-law trust, unincorporated business, or general or limited partnership which has assets exceeding \$500,000,000. Such notes must:
 - 1. be rated at the time of purchase in the highest classification established by at least two (2) nationally recognized standard rating servicers;
 - 2. have an aggregate value that does not exceed ten percent (10%) of the outstanding commercial paper of the issuing entity;

3. mature not later than 270 days after purchase; and

4. be limited to the aggregate of five percent (5%) of interim monies available for investment at the time of purchase, when issued by a single issuer.

No investment shall be made under this provision unless the Treasurer has completed additional training that has been approved by the Treasurer of State and is either conducted by or provided under the supervision of the Treasurer of State.

B. Bankers acceptances of banks that are insured by the Federal Deposit Insurance Corporation ("FDIC") and that matures no later than 180 days after purchase.

Investments made by the Treasurer must mature within five (5) years from the date of settlement, unless they are matched to a specific obligation or debt of the District.

The Treasurer shall prepare annually and submit to the Board, the Superintendent of Public Instruction, and the Auditor of State, on or before August 31st, a report listing each investment made pursuant to (A) and (B) above, during the preceding fiscal year, income earned from such investments, fees and commissions paid in connection with the investments, and any other information required by the Board, Superintendent, and the Auditor of State.

~~[] The purpose of the investments is to maximize the returns on the District's excess cash balances consistent with safety of those monies and with the desired liquidity of the investments.~~

~~[] In making investments authorized by R.C. 135.14, the Treasurer may retain the services of an investment advisor, provided the advisor is licensed by the Division of Securities under R.C. 1707.141, or is registered with the Securities and Exchange Commission and possesses experience in public funds investment management, specifically in the area of State and local government investment portfolios, or the advisor is an eligible institution in accordance with R.C. 135.03.~~

Whenever the Treasurer classifies public money as interim funds, the Treasurer must notify the Board within thirty (30) days. If the Board does not agree with the Treasurer's classification or investment(s), the Board may order the Treasurer to sell or liquidate any investment(s) or deposits. The Board's order will specifically describe the investment(s) or deposit(s) and fix the date upon which they are to be sold or liquidated for cash at the current market price. Neither the Treasurer nor the members of the Board will be held accountable for any loss occasioned by sales or liquidations of investment(s) or deposit(s) at prices lower than their cost. Any loss or expense incurred in making such sales or liquidation is payable as other expenses of the Treasurer's office.

Unless the District's annual portfolio of investments is \$100,000 or less, the Treasurer must place on file with the Auditor of State a written investment policy that has been approved by the Board of Education and signed by all entities conducting investment business with the Board. Earnings on an investment may become a part of the fund from which the investment was made, unless otherwise specified by law.

The Treasurer, acting in accord with the law, may withdraw funds from approved public depositories or sell negotiable instruments prior to maturity.

Provided the Board has no outstanding obligation(s) with respect to a loan received under the authority of R.C. 3313.483, the Treasurer of State and the Board issuing obligations under R.C. Chapter 133 that mature within one (1) year from the original date of issuance may enter into an agreement providing for:

- A. the purchase of those obligations by the Treasurer of State on terms and subject to conditions set forth in the agreement;
- B. the payment by the Board to the Treasurer of State of a reasonable fee as consideration for the agreement of the Treasurer of State to purchase those obligations.

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Legal

R.C. 133.23, 135.01-.21, 135.22, 135.45, 135.142, 3317.06, 3315.01, 3315.40, 5705.10

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Status	
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Last Revised	October 14, 2013

6152 - STUDENT FEES, FINES, AND CHARGES

~~Choose Option #1 or #2~~

~~[] Option #1~~

~~The Board of Education will provide the necessary textbooks and/or electronic textbooks required by the course of study free of charge for its students. The Board may, however, need to levy certain charges to students to facilitate the utilization of other appropriate learning materials used in the course of instruction. If the District determines that a student is in serious financial need, it may choose to provide any or all such materials free of charge. Any such waiver of these charges shall be made in accordance with Policy 6152.01.~~

~~A charge shall not exceed the combined cost of the material used, freight and/or handling charges, and nominal add-on for loss. Money received from resale of such material shall be returned to the Treasurer with an accurate accounting of all transactions.~~

~~[] Option #2~~

The Board of Education will provide the necessary textbooks and/or electronic textbooks required by the course of study free of charge for its students. The Board may charge fees for any additional materials used in the course of instruction. The Board may furnish these additional materials free of charge to students determined to have a serious financial need. ~~The Board may need to levy certain charges to students to facilitate the utilization of other appropriate materials for curricular as well as co-curricular and extra-curricular, noncredit activities. Such charges would be made on expendable items such as magazines, workbook materials, paperback selections, and laboratory supplies, and materials, for clubs, independent study or special projects, and District sponsored trips.~~ Any waiver of fees shall be made pursuant to Policy 6152.01.

The Board will not charge a fee to a student who is eligible for a free lunch under the National School Lunch Act and the Child Nutrition Act of 1966 for any materials needed to enable the student to participate in a course of instruction. However, the Board may nonetheless charge a fee for materials needed for a student to participate in an extracurricular activities student enrichment program.

(X) or tolls, equipment, and materials that are necessary for workforce-readiness career-technical education training program that may be retained by the students after completion of the course.

~~[] School fees shall be paid in advance for each school term at the time of initial registration or initial enrollment.~~

Fees

For the purposes of this policy, "school fees" or "fees" means any monetary charge collected by the District from a student or the parent(s) or guardian of a student as a prerequisite for the student's participation in any curricular or extra-curricular program of the District.

A. "School fees" include, but are not limited to, the following:

1. (X) all charges for required workbooks and instructional materials
2. (X) all charges and deposits collected by a school for use of school property (e.g., locks, towels, laboratory equipment)
3. (X) charges for field trips made during school hours, or made after school hours if the field trip is a required or customary part of a class or extra-curricular activity
4. (X) charges or deposits for uniforms or equipment related to varsity and intramural sports, or to fine arts programs
5. (X) charges to participate in extra-curricular activities
6. (X) charges for supplies required for a particular class or for gym uniforms
7. (X) graduation fees
8. (→) school records fees
9. (→) school health service fees
10. (→) driver's education fee assessed pursuant to Ohio Revised Code

B. "School fees" do not include:

1. (☒) library fines and other charges made for the loss, misuse, or destruction of school property;
2. (☒) charges for the purchase of class rings, yearbooks, pictures, diploma covers, or similar items;
3. (☒) charges for optional travel undertaken by a school club or group of students outside of school hours;
4. (☒) charges for admission to school dances, athletic events, or other social events;
5. (☒) optional community service programs for which fees are charged (e.g., preschool before and after-school child care, recreation programs).

A charge shall not exceed the combined cost of the material used, freight and/or handling charges, and nominal add-on for loss. Money received from resale of such material shall be returned to the Treasurer with an accurate accounting of all transactions.

~~A charge shall not exceed the combined cost of the outside service provided or material used, freight and/or handling charges. Money received from resale of such material, if any, shall be returned to the Treasurer with an accurate accounting of all transactions.~~

~~{END OF OPTIONS}~~

Fines

When school property, equipment, or supplies are damaged, lost, or taken by a student, a fine will be assessed. The fine will be reasonable, seeking only to compensate the school for the expense or loss incurred.

The late return of borrowed books or materials from the school libraries will be subject to appropriate fines.

Choose Option #1 or #2

~~[] Option #1~~

~~Any fees, fines, and/or other charges collected by members of the staff shall be turned in to the Treasurer within one (1) business day after collection.~~

☒ Option #2

Any fees, fines, and/or other charges collected by members of the staff that total more than \$1,000.00 or that cannot be safeguarded shall be turned in to the Treasurer within one (1) business day after collection. Any fees, fines, and/or charges collected by members of the staff that total less than \$1,000.00 and that can be safeguarded shall be turned in to the Treasurer within three (3) business days after collection. A place such as the building safe or a locked file cabinet ~~(-) shall be designated in each building~~ (☒) shall be used for securing these monies until they are deposited with the Treasurer. At no time shall any staff member place public monies in his/her own banking accounts or commingle public monies with their own. Except in cases of extenuating circumstances, i.e., the inability to access the secure place in the building, public monies should not be taken to a person's place of residence.

~~[END OF OPTIONS]~~

In accordance with R.C. 3313.642, failure to pay fees and fines may result in the withholding of grades and credit. In the event the above course of action does not result in the fee being collected, the Board authorizes the Treasurer to take the student and/or his/her parents to Small Claims Court for collection. Under no circumstances will the Board withhold the grades, credits, official transcripts, diploma, IEPs, or Section 504 Plans of a student for nonpayment of fees for materials used in the course of instruction, if a complaint has been filed at any time in a juvenile court alleging that the student is an abused, neglected, or dependent child, or if the student has been adjudicated an abused, neglected, or dependent child. Further, the Board will transfer immediately the grades, credits, official transcripts, IEPs, or Section 504 Plans of a student upon the receipt of either another district's or school's request for those records pursuant to R.C. 3313.672, or a juvenile judge's order under R.C. 2151.272. The Superintendent may request a copy of any order regarding a child's custody or placement issued pursuant to a complaint filed under R.C. 2151.27. The Board, however, will not withhold records required to be transferred pursuant to this paragraph pending receipt of a copy of the order.

[X] For convenience to families, the Board of Education may enter into an agreement with one or more credit card/online payment processing vendors to facilitate online payment of fees, fines, and charges. Parents/guardians or students may elect but are not required to make payments online. Vendors will comply with all Board policies and procedures related to confidentiality and security of information transmitted electronically. Payees will be notified of any processing or other nominal fees that may be charged for use of an online payment system before the transaction is completed.

Annually, the District will report to the Ohio Department of Education the number of students for whom it sent transcripts pursuant to R.C. 3313.642(D), and the total amount of unpaid fees lost due to compliance with that provision.

Nothing in this policy restricts the right of access of a parent or student to school records or to receive copies of such records, as required by Federal and State laws.

R.C. 2151.272, 3313.642, 3329.06, 9.38

National School Lunch Act, 60 Stat. 230 (1946), 42 U.S.C. 1751 (as amended).
Child Nutrition Act of 1966, 80 Stat. 885, 42 U.S.C. 1771

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R.C. 2151.272, 3313.642, 3329.06, 9.38

National School Lunch Act, 60 Stat. 230 (1946), 42 U.S.C. 1751 (as amended)

Child Nutrition Act of 1966, 80 Stat. 885, 42 U.S.C. 1771

Book	Policy Manual
Section	Ready for Production August 2020
Title	Vol. 39, No. 1 - August 2020 Revised RELIGIOUS/PATRIOTIC CEREMONIES AND OBSERVANCES
Code	po8800
Status	
Adopted	November 19, 2007
Last Revised	September 9, 2019

8800 - RELIGIOUS/PATRIOTIC CEREMONIES AND OBSERVANCES

Decisions of the United States Supreme Court have made it clear that it is not the province of a public school to advance or inhibit religious beliefs or practices. Under the First and Fourteenth Amendments to the Constitution, this remains the inviolate province of the individual and the church of his/her choice. The rights of any minority, no matter how small, must be protected. No matter how well intended, either official or unofficial sponsorship of religiously-oriented activities by the school are offensive to some and tend to supplant activities which should be the exclusive province of individual religious groups, churches, private organizations, or the family.

District staff members shall not use prayer, religious readings, or religious symbols as a devotional exercise or in an act of worship or celebration. The District shall not act as a disseminating agent for any person or outside agency for any religious or anti-religious document, book, or article. Distribution of such materials on District property by any party shall be in accordance with Policy 7510 and AG 7510A - Use of District Facilities and Policy 9700 and AG 9700 - Relations with Special Interest Groups.

The Board of Education acknowledges that it is prohibited from adopting any policy or rule respecting or promoting an establishment of religion or prohibiting any student from the free, individual, and voluntary exercise or expression of the student's religious beliefs. ~~However, such exercise or expression may be limited to lunch periods or other non-instructional time periods when students are free to associate.~~

~~Any student enrolled in the District may choose to engage in religious expression before, during, or after school hours in the same manner and to the same extent that a student is permitted to engage in secular activities or expression. However, no student will be required to participate in any religious expression or activities. _{ }~~

Observance of religious holidays through devotional exercises or acts of worship is also prohibited. Acknowledgement of, explanation of, and teaching about religious holidays of various religions is encouraged. Celebration activities involving nonreligious decorations and use of secular works are permitted, but it is the responsibility of all faculty members to ensure that such activities are strictly voluntary, do not place an atmosphere of social compulsion or ostracism on minority groups or individuals, and do not interfere with the regular school program.

The Board shall not conduct or sanction a baccalaureate service in conjunction with graduation ceremonies.

The Board shall not include religious invocations, benedictions, or formal prayer at any school-sponsored event.

At the discretion of the Superintendent, a moment of silence may be provided each school day for prayer, reflection, or meditation upon a moral, philosophical, or patriotic theme. However, under no circumstances shall students be compelled to participate.

The flag of the United States shall be raised above each school and/or at other appropriate places during all school sessions, weather permitting. The flag shall be raised before the opening of school and taken down at its close every day.

The mottoes of the United States of America ("In God We Trust") and the State of Ohio ("With God, All Things Are Possible") shall be displayed in an appropriate manner in a classroom, auditorium, or cafeteria of a school building of the District, if copies of the mottoes or money to purchase copies of the mottoes are donated to the District. The donated or purchased copies of the mottoes shall meet the applicable design requirements as provided by statute.

Furthermore, the Board requires that an observance be scheduled each year on or about Veterans Day to convey the meaning and significance of that day to all students and staff. The amount of time each school devotes to this observance shall be at least one (1) hour or, in schools that schedule class periods of less than one (1) hour, at least one (1) standard class period. The Board shall determine the specific activities to constitute observance in each school in the District after consulting with the school's administrators.

Districts are required to hold an educational program pertaining to the United States Constitution on September 17th of each year, Constitution Day. Whenever September 17th falls on a Saturday, Sunday, or holiday, the Constitution Day observance shall be held during the preceding or following week.

[X] Professional staff members are authorized to lead students in the Pledge of Allegiance at an appropriate time each school day. However, no student shall be compelled/required to participate in the recitation of the Pledge. Additionally, the Board prohibits the intimidation of any student by other students or staff for the purposes of coercing participation. The Superintendent shall develop administrative guidelines that require any staff member who conducts this activity does it at an appropriate time, in an appropriate manner, and with due regard to the need to protect the rights and the privacy of a nonparticipating student. Wording of the Pledge of Allegiance as set forth in the United States Code shall not be altered.

R.C. 3313.601, 3313.602, 3313.76, 3313.77, 3313.801, 3314.03, 3314.03(A)(11)(h), [3320.01](#), [3320.02](#), [3320.03](#)
 20 U.S.C. 4071 et seq.
 Section 111 of Division J of Publ. L 108-447
 Gregoire vs. Centennial School District, 907 F.2d 1366, (3rd Cir. 1990)

Lee vs. Weisman, 505 U.S. 577 (1992)

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R.C. 3313.601, 3313.602, 3313.76, 3313.77, 3313.801, 3314.03, 3314.03(A)(11)(h), 3320.01, 3320.02, 3320.03

20 U.S.C. 4071 et seq.

Section 111 of Division J of Publ. L 108-447

Gregoire vs. Centennial School District, 907 F.2d 1366, (3rd Cir. 1990)

Lee vs. Weisman, 505 U.S. 577 (1992)

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:		001								
	001-0000	GENERAL FUND:	\$ 16,485,396.29	\$ 16,696,024.31	\$ 16,696,024.31	\$ 3,849,090.46	\$ 3,849,090.46	\$ 29,332,330.14	\$ 5,547,557.21	\$ 23,784,772.93
	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	58,016.86	0.00	0.00	0.00	0.00	58,016.86	23,337.41	34,679.45
	001-9002	GENERAL FUND: FOOD SERV. DONATIONS	(256.14)	9.15	9.15	0.00	0.00	(246.99)	0.00	(246.99)
	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
			\$ 16,543,157.01	\$ 16,696,033.46	\$ 16,696,033.46	\$ 3,849,090.46	\$ 3,849,090.46	\$ 29,390,100.01	\$ 5,570,894.62	\$ 23,819,205.39
Fund:		002								
	002-0000	BOND RETIREMENT SERIES 98,99,00 ISSUES	2,799,346.89	1,075,420.00	1,075,420.00	0.00	0.00	3,874,766.89	0.00	3,874,766.89
	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	449,465.77	168,030.00	168,030.00	0.00	0.00	617,495.77	0.00	617,495.77
	002-9400	BOND RETIRE: 2008 BONDS (\$65,650,000)	3,613,612.71	1,982,820.00	1,982,820.00	0.00	0.00	5,596,432.71	0.00	5,596,432.71
	002-9500	BOND RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 6,862,425.37	\$ 3,226,270.00	\$ 3,226,270.00	\$ 0.00	\$ 0.00	\$ 10,088,695.37	\$ 0.00	\$ 10,088,695.37
Fund:		003								
	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	199,858.56	0.00	0.00	0.00	0.00	199,858.56	2,240.60	197,617.96
	003-900S	SUMMA HOSPITAL ENTERPRISE FUND	47,690.42	0.00	0.00	0.00	0.00	47,690.42	0.00	47,690.42
			\$ 247,548.98	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 247,548.98	\$ 2,240.60	\$ 245,308.38
Fund:		004								
	004-0000	CONSTRUCTION FUND: OFCC - LFI	(2,102,556.73)	0.00	0.00	0.00	0.00	(2,102,556.73)	0.00	(2,102,556.73)
	004-900C	CONSTRUCTION FUND: CITY OF WADS. COMM. CENTER	2,109,938.61	0.00	0.00	3,807,027.53	3,807,027.53	(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
			\$ 7,381.88	\$ 0.00	\$ 0.00	\$ 3,807,027.53	\$ 3,807,027.53	\$ (3,799,645.65)	\$ 7,381.88	\$ (3,807,027.53)
Fund:		006								
	006-0000	FOOD SERVICES	967,419.99	71.00	71.00	23,426.53	23,426.53	944,064.46	813,003.97	131,060.49
	006-9001	FOOD SERVICE FEDERAL AWARD:	0.00	10,584.72	10,584.72	23,944.32	23,944.32	(13,359.60)	0.00	(13,359.60)
			\$ 967,419.99	\$ 10,655.72	\$ 10,655.72	\$ 47,370.85	\$ 47,370.85	\$ 930,704.86	\$ 813,003.97	\$ 117,700.89

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:		007								
	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	3,289.57	0.00	0.00	0.00	0.00	3,289.57	0.00	3,289.57
	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
			\$ 3,289.57	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,289.57	\$ 0.00	\$ 3,289.57
Fund:		009								
	009-0000	UNIFORM SCHOOL SUPPLIES FUND	29,169.67	260.00	260.00	0.00	0.00	29,429.67	24,755.00	4,674.67
			\$ 29,169.67	\$ 260.00	\$ 260.00	\$ 0.00	\$ 0.00	\$ 29,429.67	\$ 24,755.00	\$ 4,674.67
Fund:		010								
	010-900L	OSFC LOCAL SHARE	6,224,811.13	0.00	0.00	0.00	0.00	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)
			\$ 5,359,878.49	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,359,878.49	\$ 13,906.79	\$ 5,345,971.70
Fund:		011								
	011-0000	C.T. CUSTOMER SERVICE FUND	33,236.75	0.00	0.00	79,616.21	79,616.21	(46,379.46)	8,073.54	(54,453.00)
	011-9001	C.T. CUSTOMER SERV AUTOMOTIVES	(111.27)	0.00	0.00	0.00	0.00	(111.27)	12,000.00	(12,111.27)
	011-9002	C.T. CUSTOMER SERV JR CARPENTRY	(4,204.82)	0.00	0.00	0.00	0.00	(4,204.82)	36,001.00	(40,205.82)
			\$ 28,920.66	\$ 0.00	\$ 0.00	\$ 79,616.21	\$ 79,616.21	\$ (50,695.55)	\$ 56,074.54	\$ (106,770.09)
Fund:		012								
	012-0000	ADULT/COMMUNITY EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		013								
	013-900C	COMMUNITY CENTER/WHs OPERATING FUND	42,050.89	0.00	0.00	1,150.00	1,150.00	40,900.89	20,381.36	20,519.53
			\$ 42,050.89	\$ 0.00	\$ 0.00	\$ 1,150.00	\$ 1,150.00	\$ 40,900.89	\$ 20,381.36	\$ 20,519.53
Fund:		014								
	014-0000	FOUR CITIES CAREER TECH COMPACT FUND	108,627.01	0.00	0.00	20,424.74	20,424.74	88,202.27	27,463.72	60,738.55
	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
			\$ 108,626.98	\$ 0.00	\$ 0.00	\$ 20,424.74	\$ 20,424.74	\$ 88,202.24	\$ 27,463.72	\$ 60,738.52
Fund:		017								
	017-0000	LIBRARY CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		018								

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
	018-0000	PUBLIC SCHOOL SUPPORT	\$ 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	8,304.47	0.00	0.00	0.00	0.00	8,304.47	1,296.16	7,008.31
	018-974B	DISTRICT SPIRIT COMMITTEE FUND	6,098.50	0.00	0.00	0.00	0.00	6,098.50	0.00	6,098.50
	018-974C	CENTRAL INTERMEDIATE PRINCIPAL FUND	12,968.25	0.00	0.00	0.00	0.00	12,968.25	541.63	12,426.62
	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	2,080.81	0.00	0.00	0.00	0.00	2,080.81	673.37	1,407.44
	018-975F	FRANKLIN SCHOOL PRINCIPAL'S FUND	28,316.34	0.00	0.00	0.00	0.00	28,316.34	23,736.20	4,580.14
	018-976I	ISHAM SCHOOL PRINCIPAL'S FUND	2,567.52	0.00	0.00	406.51	406.51	2,161.01	5,309.49	(3,148.48)
	018-977L	LINCOLN SCHOOL PRINCIPAL'S FUND	10,031.99	0.00	0.00	79.00	79.00	9,952.99	7,963.91	1,989.08
	018-978D	OVERLOOK: SUNSHINE FUND	261.45	0.00	0.00	0.00	0.00	261.45	0.00	261.45
	018-978O	OVERLOOK SCHOOL PRINCIPAL'S FUND	750.60	0.00	0.00	0.00	0.00	750.60	4,195.64	(3,445.04)
	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	6,456.31	37.00	37.00	1,368.02	1,368.02	5,125.29	2,787.57	2,337.72
	018-980D	WMS: DOLLARS FOR DENIM PAY IT FORWARD	1,096.22	0.00	0.00	0.00	0.00	1,096.22	370.93	725.29
	018-980M	WADSWORTH MIDDLE SCHOOL PRINCIPAL FUND	6,722.75	0.00	0.00	25.35	25.35	6,697.40	8,741.86	(2,044.46)
	018-981D	WHS: DOLLARS FOR DENIM PAY IT FORWARD	1,438.01	0.00	0.00	0.00	0.00	1,438.01	0.00	1,438.01
	018-981H	HIGH SCHOOL PRINCIPAL'S FUND	5,496.24	20.00	20.00	581.02	581.02	4,935.22	6,892.81	(1,957.59)
			\$ 92,591.77	\$ 57.00	\$ 57.00	\$ 2,459.90	\$ 2,459.90	\$ 90,188.87	\$ 62,509.57	\$ 27,679.30
Fund:	019									
	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)	7,402.13	0.00	0.00	0.00	0.00	7,402.13	0.00	7,402.13
	019-9007	MED CTY CRISES RESPONSE TEAM (B.BEAL)	11,517.54	0.00	0.00	0.00	0.00	11,517.54	0.00	11,517.54
	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

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
	019-9018	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	4.66	0.00	0.00	0.00	0.00	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	386.85	0.00	0.00	0.00	0.00	386.85	0.00	386.85
	019-905G	WGCF: FLEX SEATNG LINN 2019	63.66	0.00	0.00	0.00	0.00	63.66	0.00	63.66
	019-906G	WGCF: 3M GRANT STEM CLUB FRANKLIN	6,500.00	0.00	0.00	0.00	0.00	6,500.00	0.00	6,500.00
	019-907G	WGCF: WELL BEING STUDIO GUNN ISHAM 2020	595.81	0.00	0.00	0.00	0.00	595.81	1,053.42	(457.61)
	019-908G	WGCF: SENSORY ROOM WILSON 2020	31.00	0.00	0.00	0.00	0.00	31.00	0.00	31.00
	019-9090	DOLLAR GENERAL SUMMER READING GRANT 2019	9.35	0.00	0.00	0.00	0.00	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	2,487.89	0.00	0.00	2,353.32	2,353.32	134.57	134.33	0.24
	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9105	MHJ GRANT: 7 MINDSETS PD 5-8 GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9106	LUKE ENG GRANT: MAKERS SPACE V.V.	1,828.08	0.00	0.00	0.00	0.00	1,828.08	519.99	1,308.09
	019-9107	MHJ GRANT: STEM CAMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9108	STEM CAMP LOCAL GRANTS / DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	019-9109	STEM CLB GRATN ALCOLA	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
		FY2017								
019-910G		WGCF: ROBOTICS CAMP SHALALA 2020	\$ 2,250.00	\$ 0.00	\$ 0.00	\$ 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)	125.84	0.00	0.00	0.00	0.00	125.84	0.00	125.84
019-911G		WGCF: LIBRARY CLAYPOOL LINCOLN 2020	27.80	0.00	0.00	0.00	0.00	27.80	0.00	27.80
019-912G		WGCF: ELA BOOKS L.SMITH WHS 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	1,000.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	0.00
019-914G		WGCF: GRIZZLY GRP MENTORING GOOD WHS 2020	500.00	0.00	0.00	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	608.75	0.00	0.00	0.00	0.00	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
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)	1,748.82	0.00	0.00	0.00	0.00	1,748.82	0.00	1,748.82

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
	019-9308	ISHAM WEATHER CLINICAL RESEARCH GRANT	\$ 0.29	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 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	16,546.54	0.00	0.00	0.00	0.00	16,546.54	235.72	16,310.82
	019-9404	TECH PREP: NETWORKING TECHNOLOGY	34.36	0.00	0.00	0.00	0.00	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	1,616.81	0.00	0.00	0.00	0.00	1,616.81	1,599.71	17.10
	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
	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

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
	019-9802	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	1,893.34	0.00	0.00	0.00	0.00	1,893.34	450.00	1,443.34
	019-9804	WMS: CARE TEAM AFTER SCHOOL PROGRAM	(5,231.63)	13,000.00	13,000.00	0.00	0.00	7,768.37	10,909.49	(3,141.12)
	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
			\$ 53,747.11	\$ 13,000.00	\$ 13,000.00	\$ 2,353.32	\$ 2,353.32	\$ 64,393.79	\$ 16,757.32	\$ 47,636.47
Fund:	020									
	020-0000	BEAR CUB ACADEMY	2,574.55	315.00	315.00	11,913.88	11,913.88	(9,024.33)	7,875.11	(16,899.44)
			\$ 2,574.55	\$ 315.00	\$ 315.00	\$ 11,913.88	\$ 11,913.88	\$ (9,024.33)	\$ 7,875.11	\$ (16,899.44)
Fund:	022									
	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	14,989.84	0.00	0.00	0.00	0.00	14,989.84	1,965.00	13,024.84
	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	35.47	0.00	0.00	0.00	0.00	35.47	0.00	35.47
	022-9516	OHSAA TOURNAMENT: FOOTBALL	155.07	0.00	0.00	0.00	0.00	155.07	0.00	155.07

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
	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	155.91	0.00	0.00	0.00	0.00	155.91	0.00	155.91
	022-9532	OHSAA TOURNAMENT: GIRLS BASKETBALL	27.43	0.00	0.00	0.00	0.00	27.43	0.00	27.43
	022-9533	OHSAA TOURNAMENT: GIRLS SOCCER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	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	10,828.43	0.00	0.00	0.00	0.00	10,828.43	0.00	10,828.43
	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	1,700.08	0.00	0.00	0.00	0.00	1,700.08	193.60	1,506.48
			\$ 31,673.25	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 31,673.25	\$ 4,208.60	\$ 27,464.65
Fund:	024									
	024-0000	WCSD EMPLOYEE BENEFITS INSURANCE FUND	63,186.38	20,764.84	20,764.84	16,946.91	16,946.91	67,004.31	136,094.77	(69,090.46)
			\$ 63,186.38	\$ 20,764.84	\$ 20,764.84	\$ 16,946.91	\$ 16,946.91	\$ 67,004.31	\$ 136,094.77	\$ (69,090.46)
Fund:	025									
	025-9096	COMPUTER NETWORK CLASS 'A'SIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	029									
	029-0000	FRANK H. CLOSE SCHOLARSHIP FUND	192.14	0.00	0.00	0.00	0.00	192.14	0.00	192.14
	029-9001	BERNADINE H. KOVALCHIN SCHOLARSHIP FUND	32,892.39	0.00	0.00	0.00	0.00	32,892.39	4,500.00	28,392.39
	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	13,665.42	0.00	0.00	0.00	0.00	13,665.42	1,132.00	12,533.42
	029-9006	MACKEY SCHOLARSHIP	20,589.91	0.00	0.00	0.00	0.00	20,589.91	0.00	20,589.91
	029-9007	DANIEL VAN AUKEN SCHOLARSHIP FUND	23,540.09	0.00	0.00	0.00	0.00	23,540.09	1,483.60	22,056.49

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
	029-9008	DAVID SLADKY SCHOLARSHIP FUND	\$ 5,399.42	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,399.42	\$ 0.00	\$ 5,399.42
	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
			\$ 96,281.03	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 96,281.03	\$ 7,115.60	\$ 89,165.43
Fund:	034									
	034-0000	CLASSROOM FACILITIES MAINTENANCE FUND	2,451,088.51	0.00	0.00	40,245.00	40,245.00	2,410,843.51	50,988.00	2,359,855.51
			\$ 2,451,088.51	\$ 0.00	\$ 0.00	\$ 40,245.00	\$ 40,245.00	\$ 2,410,843.51	\$ 50,988.00	\$ 2,359,855.51
Fund:	071									
	071-0000	SALES TAX: PERM. IMPROVEMENTS FUND	2,960,680.65	532,366.53	532,366.53	314,561.70	314,561.70	3,178,485.48	210,680.18	2,967,805.30
			\$ 2,960,680.65	\$ 532,366.53	\$ 532,366.53	\$ 314,561.70	\$ 314,561.70	\$ 3,178,485.48	\$ 210,680.18	\$ 2,967,805.30
Fund:	200									
	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)	130.50	0.00	0.00	0.00	0.00	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 ACTIVITY 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

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
	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
	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	(49.98)	0.00	0.00	0.00	0.00	(49.98)	0.00	(49.98)
	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	3,871.87	0.00	0.00	0.00	0.00	3,871.87	10,084.63	(6,212.76)
	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.	795.71	0.00	0.00	0.00	0.00	795.71	0.00	795.71
	200-920W	CLASS OF 2020	11,966.45	125.00	125.00	1,040.00	1,040.00	11,051.45	14,340.00	(3,288.55)
	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)	4,902.32	0.00	0.00	0.00	0.00	4,902.32	609.56	4,292.76
	200-923W	CLASS OF 2023	829.42	0.00	0.00	0.00	0.00	829.42	0.00	829.42
	200-924C	CENTRAL INTERMEDIATE STUDENT COUNCIL	1,393.99	0.00	0.00	0.00	0.00	1,393.99	678.96	715.03
	200-924H	STUDENT COUNCIL	15,199.65	0.00	0.00	0.00	0.00	15,199.65	480.00	14,719.65
	200-924I	ISHAM STUDENT COUNCIL	219.79	0.00	0.00	0.00	0.00	219.79	0.00	219.79
	200-924M	WADSWORTH MIDDLE STUDENT COUNCIL	219.40	0.00	0.00	0.00	0.00	219.40	96.00	123.40
	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.	7,027.29	0.00	0.00	0.00	0.00	7,027.29	324.40	6,702.89
	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	771.18	0.00	0.00	0.00	0.00	771.18	0.00	771.18

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	200-931H	MEDIA COMMUNICATIONS WHS	\$ 566.76	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 566.76	\$ 0.00	\$ 566.76
	200-932H	WHS SPECRUM CLUB	40.00	0.00	0.00	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)	1,268.00	0.00	0.00	0.00	0.00	1,268.00	0.00	1,268.00
	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	1,858.09	0.00	0.00	0.00	0.00	1,858.09	79.00	1,779.09
	200-946H	CARPENTRY	2,064.32	0.00	0.00	0.00	0.00	2,064.32	388.50	1,675.82
	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	7,687.98	0.00	0.00	0.00	0.00	7,687.98	0.00	7,687.98
	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
			\$ 72,866.04	\$ 125.00	\$ 125.00	\$ 1,040.00	\$ 1,040.00	\$ 71,951.04	\$ 27,333.55	\$ 44,617.49
Fund:	300									
	300-0000	WHS ATHLETICS	(10,198.33)	0.00	0.00	9,216.46	9,216.46	(19,414.79)	85,522.07	(104,936.86)
	300-900A	WHS ATHLETICS: BENEFIT GAMES/COMM SERVICE	25.95	1,087.25	1,087.25	0.00	0.00	1,113.20	0.00	1,113.20
	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	11,560.91	0.00	0.00	0.00	0.00	11,560.91	0.00	11,560.91
	300-900R	WHS ATHLETICS-ROTARY	(1,544.81)	0.00	0.00	0.00	0.00	(1,544.81)	1,581.85	(3,126.66)
	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	9,910.24	0.00	0.00	0.00	0.00	9,910.24	8,755.63	1,154.61
	300-910H	WHS DRAMA FUND	8,077.05	0.00	0.00	0.00	0.00	8,077.05	2,700.00	5,377.05
	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

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	300-918H	WHS MUSIC-VOCAL GENERAL CHOIR	\$ 14,327.92	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 14,327.92	\$ 2,570.60	\$ 11,757.32
	300-918M	WMS VOCAL MUSIC STUDENT ACTIVITY ACCOUNT	6,003.97	0.00	0.00	0.00	0.00	6,003.97	1,792.00	4,211.97
	300-918S	WHS SHOW CHOIR	6,001.90	0.00	0.00	0.00	0.00	6,001.90	0.00	6,001.90
	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	1,373.51	0.00	0.00	0.00	0.00	1,373.51	0.00	1,373.51
	300-9512	ATHLETIC CAMPS: BOYS BASKETBALL	5,604.40	0.00	0.00	0.00	0.00	5,604.40	0.00	5,604.40
	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	1,367.41	0.00	0.00	2,695.82	2,695.82	(1,328.41)	683.10	(2,011.51)
	300-9517	ATHLETIC CAMPS: BOYS LAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	300-9523	ATHLETIC CAMPS: CROSS COUNTRY	682.59	0.00	0.00	0.00	0.00	682.59	0.00	682.59
	300-9528	ATHLETIC CAMPS: WRESTLING	(3,834.43)	0.00	0.00	0.00	0.00	(3,834.43)	0.00	(3,834.43)
	300-9532	ATHLETIC CAMPS: GIRLS BASKETBALL	8,879.86	323.00	323.00	0.00	0.00	9,202.86	0.00	9,202.86
	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	2,072.47	0.00	0.00	0.00	0.00	2,072.47	0.00	2,072.47
	300-9544	ATHLETIC CAMPS: GIRLS GOLF FUND	943.28	0.00	0.00	0.00	0.00	943.28	0.00	943.28
	300-9546	ATHLETIC CAMPS: GIRLS TENNIS	5,014.06	0.00	0.00	4,545.00	4,545.00	469.06	0.00	469.06
	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	7,442.86	0.00	0.00	0.00	0.00	7,442.86	8,270.10	(827.24)
	300-9555	ATHLETIC CAMPS: WMS CHEER	2,503.46	0.00	0.00	0.00	0.00	2,503.46	601.40	1,902.06
	300-988H	WHS YEARBOOK/WHISPERER FUND	17,721.03	0.00	0.00	0.00	0.00	17,721.03	1,922.44	15,798.59
			\$ 96,152.10	\$ 1,410.25	\$ 1,410.25	\$ 16,457.28	\$ 16,457.28	\$ 81,105.07	\$ 114,487.25	\$ (33,382.18)
Fund:	401									
	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

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	401-9019	AUX SERVICES FY19: SACRED HEART	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	401-9020	AUX SERVICES FY 2020 SACRED HEART	33,341.55	0.00	0.00	3,562.80	3,562.80	29,778.75	26,167.31	3,611.44
	401-9021	AUX SERVICES FY 2021: SACRED HEART	0.00	0.00	0.00	0.00	0.00	0.00	14,602.52	(14,602.52)
	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
			\$ 33,341.55	\$ 0.00	\$ 0.00	\$ 3,562.80	\$ 3,562.80	\$ 29,778.75	\$ 40,769.83	\$ (10,991.08)
Fund:	402									
	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
	402-9190		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	409									
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	412									
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	416									
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	420									
	420-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	422									
	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

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	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	425									
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	432									
	432-9090	EMIS SUBSIDY OHIO DEPT OF EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	440									
	440-0000	ENTRY YEAR PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	447									
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	450									
	450-9000	SCHOOLNET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	450-9001	EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	450-9003	SCHOOLNET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	450-9005	EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	450-9098	SCHOOLNET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	450-9101	EQUIP/INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	451									
	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		SUBSIDY								
	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

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
	451-9010	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		452								
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		455								
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		459								
	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

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
	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 OVERLOOK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	459-9780	OHIO READS OVERLOOK VOLUNTEER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		460								
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		461								
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		467								
	467-9020	STUDENT WELLNESS & SUCCESS FUNDS STATE AIDE	50,451.53	0.00	0.00	15,461.90	15,461.90	34,989.63	0.00	34,989.63
			\$ 50,451.53	\$ 0.00	\$ 0.00	\$ 15,461.90	\$ 15,461.90	\$ 34,989.63	\$ 0.00	\$ 34,989.63
Fund:		499								
	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	23,600.22	0.00	0.00	0.00	0.00	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

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
	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	5,717.25	0.00	0.00	0.00	0.00	5,717.25	5,334.00	383.25
	499-9300	CONFLICT MANAGEMENT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	499-9303	MISCELLANEOUS STATE GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 29,317.47	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 29,317.47	\$ 9,159.13	\$ 20,158.34
Fund:		504								
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		506								
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		507								
	507-9020	ESSER (CARES ACT) GRANT FY 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		514								
	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

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
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		516								
	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-9020	IDEA-B FED GRANT FY 2020	20,610.40	0.00	0.00	70,971.15	70,971.15	(50,360.75)	8,306.36	(58,667.11)
	516-9021	IDEA-B FED GRANT FY 2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-920R	IDEA-B RESTORATION GRANT FY2020	4,705.89	0.00	0.00	10,729.44	10,729.44	(6,023.55)	0.00	(6,023.55)
	516-932N	STIMULUS IDEA-B: FY 2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	516-932O	STIMULUS IDEA-B: FY 2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 25,316.29	\$ 0.00	\$ 0.00	\$ 81,700.59	\$ 81,700.59	\$ (56,384.30)	\$ 8,306.36	\$ (64,690.66)
Fund:		524								
	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	0.00	0.00	0.00	0.00	0.00	0.00
	524-9020	CARL PERKINS FY 2020	6,283.58	0.00	0.00	13,467.16	13,467.16	(7,183.58)	0.00	(7,183.58)
	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 -	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
	524-9097	1984 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
			\$ 6,283.58	\$ 0.00	\$ 0.00	\$ 13,467.16	\$ 13,467.16	\$ (7,183.58)	\$ 0.00	\$ (7,183.58)
Fund:	532									
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	533									
	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
	533-9013	TITLE II D - TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	572									
	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	0.00	0.00	0.00	0.00	0.00	0.00
	572-9020	TITLE I: FY 2020	10,623.84	0.00	0.00	26,278.48	26,278.48	(15,654.64)	0.00	(15,654.64)
	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	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
	572-9093	CHILDREN 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
			\$ 10,623.84	\$ 0.00	\$ 0.00	\$ 26,278.48	\$ 26,278.48	\$ (15,654.64)	\$ 0.00	\$ (15,654.64)
Fund:		573								
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:		584								
	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 FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	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

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
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	585									
	585-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	587									
	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	0.00	0.00	0.00	0.00
	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	796.84	0.00	0.00	1,593.64	1,593.64	(796.80)	0.00	(796.80)
	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
			\$ 796.84	\$ 0.00	\$ 0.00	\$ 1,593.64	\$ 1,593.64	\$ (796.80)	\$ 0.00	\$ (796.80)
Fund:	588									
	588-0000		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	589									
	589-9001		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund:	590									
	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	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
	590-9020	TITLE II-A SUPP. EFFECTIVE INSTRUCTION 2020	\$ 3,689.19	\$ 0.00	\$ 0.00	\$ 7,523.62	\$ 7,523.62	\$ (3,834.43)	\$ 63.46	\$ (3,897.89)
			\$ 3,689.19	\$ 0.00	\$ 0.00	\$ 7,523.62	\$ 7,523.62	\$ (3,834.43)	\$ 63.46	\$ (3,897.89)
Fund:		599								
	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
	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	599-9020	IV-A STUDENT SUPPORT GRANT FY20	0.00	0.00	0.00	500.00	500.00	(500.00)	0.00	(500.00)
	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
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 500.00	\$ 500.00	\$ (500.00)	\$ 0.00	\$ (500.00)
Grand Total			\$ 36,280,531.17	\$ 20,501,257.80	\$ 20,501,257.80	\$ 8,360,745.97	\$ 8,360,745.97	\$ 7,232,451.21		\$ 41,188,591.79