

Table of Contents

10.26.2020 Special BOE Mtg. Agenda

10.12.2020 BOE Mtg. Minutes

Title I Agreement

OHSAA Boys Soccer Tournament Site Agreement

OHSAA Volleyball Tournament Site Agreement

College Board Advanced Placement (Terms of Use)

Mt. Vernon Nazarene Univ. (Field Experience & Student Teaching Agreement)

Boundless Community Pathways, Inc. (Revised Service Agreement)

Job Description (Coordinator of Special Education)

Administrator Benefit Provisions Manual (Revised October 2020)

MOU (HS Art)

MOU (Special Ed. -Scholarship IEP Writing)

2020-2021 School Year Education Continuity Plan

Strategic Planning Survey Summary of Results

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, OCTOBER 26, 2020, 6:00 P.M.

TO JOIN BY VIDEO CLICK THE FOLLOWING LINK:

<https://meet.google.com/sno-evoh-prv?authuser=0>

TO JOIN BY TELEPHONE CALL THE FOLLOWING NUMBER:

+1 423-651-0920
PIN: 509 924 549#

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Meeting Minutes**
- V. Administrative Items**
 - A. PERSONNEL CONSENT ITEMS**
 - 1. Resignations
 - a) Karen Lapidakis, Certified Teacher, retire, eff. 7/1/2021
 - b) Patricia Swanson, Certified Teacher, retire, eff. 6/1/2021
 - c) W. Michael Schmeltzer, Reserve Girls Basketball Coach (supplemental contract)
 - d) Kara Long, Freshman Girls Basketball Coach (supplemental contract)
 - 2. Employments
 - a) Elizabeth Mendel, Non-teaching Employee, eff. 10/15/2020
 - b) Beth Beal, Home Instructor
 - c) Joy Love, Home Instructor, eff. 10/1/2020
 - d) Jeffrey Marini, Home Instructor, eff. 10/1/2020
 - e) Michael Schmeltzer, Reserve Baseball Coach
 - f) Kara Long, Reserve Girls Basketball Coach, eff. 10/23/2020
 - g) Aubrey Virgin, Freshman Girls Basketball Coach, eff. 10/23/2020
 - h) Ronald Hart, Classified Substitute, eff. 8/27/2020

i) Paige Baranowski, Classified Substitute

B. ACTION CONSENT ITEMS

1. Recommendation to accept the following donations:
 - a) \$500 (anonymous)
 - b) \$500 (The Chapel, Wadsworth)
2. Recommendation to approve the Non-Public Title I Interagency Agreement between Norton City Schools, Sacred Heart of Jesus School and the Wadsworth City School District Board of Education
3. Recommendation to approve the Ohio High School Athletic Association Boys Soccer Tournament Site Availability Agreement
4. Recommendation to approve the Ohio High School Athletic Association Volleyball Tournament Site Availability Agreement
5. Recommendation to approve The College Board Advanced Placement Terms of Use
6. Recommendation to approve the Mount Vernon Nazarene University Field Experience and Student Teaching Agreement
7. Recommendation to approve the revised Service Agreement between Boundless Community Pathways, Inc. and the Wadsworth City School District Board of Education for the period of October 19, 2020 through October 18, 2021
8. Recommendation to declare all Wadsworth City School District students eligible for extracurricular activities for the second quarter of the 2020-2021 school year insofar as academic eligibility, as found in the applicable Student Handbook and referenced in Wadsworth City School District Board of Education policies, is concerned. The traditional academic eligibility requirements, as found in the applicable Student Handbook, will be reinstated beginning with the third quarter of the 2020-2021 school year
9. Recommendation to approve the Coordinator of Special Education job description
10. Recommendation to approve the revised Administrator Benefit Provision Manual
11. Recommendation to approve the following memorandums of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education
 - a) High School Art
 - b) Scholarship Individual Education Program Writing

VI. Administrative Discussion Items, Presentations, and Updates

- A. Discussion/Review of [2020-2021 School Year Education Continuity Plan](#) in relation to current Medina County and Wadsworth-specific COVID-19 data
- B. Discussion on creation of 2021-2025 Wadsworth City School District Strategic Plan

VII. 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
Special Meeting
October 26, 2020

Agenda Detail Sheet**

V. Administrative Items

C. PERSONNEL CONSENT ITEMS

2. Employments

- a) Elizabeth Mendel:** Ms. Mendel is being recommended to fill the floating health aide position which is required to support the additional needs of our school health clinics.

B. Action Consent Items

- 2. Non-Public Title 1 Interagency Agreement:** The Non-Public Title 1 Interagency Agreement between Norton City Schools, Sacred Heart of Jesus School, and the Wadsworth City School District Board of Education being recommended for approval is necessary because, by law, we are the fiscal agent for federal funds for Sacred Heart of Jesus School.
- 3. Ohio High School Athletic Association Tournament Site Availability Agreement:** The Ohio High School Athletic Association Tournament Site Availability Agreement being recommended for approval is for the boys' soccer sectional tournament on October 24, 2000.
- 4. Ohio High School Athletic Association Tournament Site Availability Agreement:** The Ohio High School Athletic Association Tournament Site Availability Agreement being recommended for approval is for the volleyball sectional tournament on October 21, 2000.
- 5. The College Board Advanced Placement Terms of Use:** The College Board Advanced Placement Terms of Use being recommended for approval are necessary for the Advanced Placement courses offered at Wadsworth High School.
- 6. Mount Vernon Nazarene University Agreement:** The Mount Vernon Nazarene University Field Experience and Student Teaching Agreement being recommended for approval will allow for students from Mount Vernon Nazarene University to complete field experience and student teaching in our school district.
- 7. Boundless Agreement:** The revised Service Agreement between Boundless Community Pathways, Inc. and the Wadsworth City School District Board of Education for the period of October 19, 2020 through October 18, 2021 being recommended for approval has been modified from the version previously approved by the Wadsworth City School District Board of Education on July 13,

2020. The Agreement is necessary to allow a student of ours to attend the Boundless program, per the student's individual education program.

- 8. 2020-2021 Second Quarter Eligibility:** On May 29, 2020 the Ohio High School Athletic Association (OHSAA) announced the following: "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."

At the July 13, 2020 Wadsworth City School District Board of Education meeting, the board approved the following resolution:

"Recommendation to declare all Wadsworth City School District students eligible for extracurricular activities for the first quarter of the 2020-2021 school year insofar as academic eligibility, as found in the applicable Student Handbook and referenced in Wadsworth City School District Board of Education policies, is concerned. The traditional academic eligibility requirements, as found in the applicable Student Handbook, will be reinstated beginning with the second quarter of the 2020-2021 school year."

On October 12, 2020 the OHSAA extended the eligibility provision through the second quarter of the 2020-2021 school year. In an effort to align our eligibility requirements with the OHSAA requirements and to align the same requirements for all extracurricular activities for the second quarter of 2020-2021 school year, the said resolution is being recommended for approval.

- 9. Coordinator of Special Education:** The Coordinator of Special Education job description being recommended for approval is for a new position that is necessary within our Department of Student Services. Over the last ten (10) years, the number of students in our school district with an identified learning disability has grown by over one hundred (100) while the staffing within the special education department has grown exponentially to meet the needs of our students. During this same period of time, the positions within our Department of Student Services, the department that provides support to teachers, support staff, students and parent/guardian(s) and monitor compliance of state and federal rules, have remained the same (two [2] positions). As laws in Ohio have changed and scholarship programs (The Jon Peterson Scholarship Program and The Autism Scholarship Program) for students with an identified learning disability have been created, one (1) of the positions within the department has focused a lot of time on meeting the public school requirements found in Ohio Revised Code for the scholarship students, creating a larger need in the department to provide support to our teachers, support staff, students and parent/guardian(s) while working to keep our programs compliant with state and federal laws. While the timing is not ideal to add a new position, we have determined that the position is necessary and that we can no longer wait.
- 10. Revised Administrator Benefit Provision Manual:** The revised Administrator Benefit Provision Manual being recommended for approval adds the Coordinator of Special Education position to the manual.

11. Wadsworth Education Association (WEA) Memorandums of Understanding (MOUs): The MOUs between the WEA and the Wadsworth City School District Board of Education being recommended for approval are necessary for the following reasons:

- a. Art Teacher: A high school art teacher has agreed to give up his contractual planning period to teach a class to Wadsworth Wired students in the second semester. The course is necessary to provide elective opportunities to students in Wadsworth Wired. The MOU details the financial arrangements for the teacher.
- b. Individualized Education Program (IEP) Writing for Students on Scholarships: Ohio Revised and Administrative Codes require the public school district of residence to evaluate and create an IEP for students who receive a Jon Peterson or Autism Scholarship and attend a private school. The MOU will allow our intervention specialists to assist with the writing of the said IEPs.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 12, 2020

The Wadsworth City Board of Education met in Regular Session on Monday, October 12, 2020, at **7:00 P.M** at Charles R. Parsons Administrative Building, 524 Broad Street, and via Google Meet.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Batey, Gordon, Kramer, McComas, Stevens
Absent	
Administrators	13
Staff	N/A
Visitors	39
Student Liaison	Lauren Claxton

20-10-85 APPROVAL OF BOARD MINUTES

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

Special Session September 28, 2020

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

Motion Carried,

STUDENT/STAFF RECOGNITION

A. October Students of the Month:

Student	Grade	School
Andrew Moser	4	Franklin Elementary
Cody Arnold	4	Isham Elementary
Giuliana Belford	4	Lincoln Elementary
Madison Meisterics	4	Overlook Elementary
Lucy Roesink	4	Valley View Elementary
Gracen (Grace) Tarant	5	Central Intermediate
Joseph Davis, Jr.	8	WMS
Megan Moore	12	WHS Career Technical
Brianna Becerra	12	WHS

B. Presentation: Dr. R. Kirk Hamilton, Executive Director, Buckeye Association of School Administrators.
Recipient: Dr. Andy Hill – Outstanding Leader for the NE Ohio Region of the Year.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 12, 2020

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

- A. Thematic Content Analysis of Strategic Plan Survey.
- B. Special Meeting to Discuss Creation of New Strategic Plan: Monday, October 26 at 6:00 p.m. at Charles R. Parsons Administrative Building, 524 Broad Street, and via Google Meet.
- C. Staff Professional Development Day held on September 25, 2020.
- D. Diversity and Inclusion Committee: First meeting will be Monday, October 26 at 5:00 p.m. at Charles R. Parsons Administrative Building, 524 Broad Street, and via Google Meet.

ADMINISTRATIVE ITEMS

20-10-86 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **McComas**, to adopt the Personnel Consent Items from the October 12, 2020, Regular Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Employments

- | | | | |
|----|-------------------------|-----------------------|-----------------|
| a) | Maxine Miles-Heidmann | Certified LTS | (eff. 10/02/20) |
| b) | Jessica Beckley | Non-Teaching Employee | (eff. 10/06/20) |
| c) | Patricia (Pepper) Bates | Certified Substitute | (eff. 10/02/20) |
| d) | Linda Pollock-Mueller | Certified Substitute | |
| e) | Jennifer Swain | Non-Teaching Employee | (eff. 10/12/20) |
| f) | Madeline Kissinger | Theater Tech | |
| g) | Rylie Dudich | Theater Tech | |

h) Live Streaming Stipend Payees:

Aaron Austin	Mark Postak
Rich Barnett	Michael Recupero
Amy Clark	Michelle Rohrer
Maria Daull	Mark Schoonover
Kate Goodrich	Justine Sheehan
John Johnson	Kip Shipley
Jason Jurey	Nathan Singleton
Jason Knapp	Kim Snyder
Beth Lawrence	Sarah Trausch
Robert Lynn	Jason VanKirk
Sandra Mueller	Bryce Weber
Allison Parsons	

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 12, 2020

i) Supplemental Contracts:

Kevin Auerbach	Student Council (FR)
Cindy Beeman	Varsity Asst. Swim Coach
Jay Edurese	Boys' Lacrosse Asst. Coach (Vol.)
Kevin Evans	Boys' Lacrosse Asst. Coach (Vol.)
Jeffrey Kisor	Boys' Lacrosse Varsity Coach
Matthew Milano	Boys' Lacrosse Reserve Coach
Michael Polack	Boy's Lacrosse Asst. Coach (Vol.)
Dennis Sega	Boys' Lacrosse Asst. Coach (Vol.)

2. Resignations

a)	Susan Hamblen	Certified Teacher	(retire 07/01/21)
b)	Laura Honzu	Strength & Conditioning Coach	(eff. 09/28/20)

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

Motion Carried,

20-10-87 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **McComas**, to adopt the Action Consent Items from the October 12, 2020, Regular Meeting, as presented:

B. **ACTION CONSENT ITEMS**

1. Recommendation to accept a \$3,739.90 donation from the All-Sports Boosters.
2. Recommendation to approve the Wadsworth City School District Board of Education Independent Team Physician Agreement with Jeffrey A. Burkey, M.D. (**ATTACHED**)
3. Recommendation to approve the Wadsworth City School District Board of Education Independent Team Physician Agreement with Dr. Joseph Herbert. (**ATTACHED**)
4. Recommendation to approve the Agreement for Admissions for Nonhandicapped Tuition Pupils Pursuant to Sections 3327.04, 3327.06, and 3317.08 O.R.C. with the Wooster City School District. (**ATTACHED**)
5. Recommendation to approve a second reading and approval of the following revised Wadsworth City School District Board of Education policies:
 - a) 3220 Standards-Based Teacher Evaluation, effective 9/1/2020
 - b) 5464 Early High School Graduation
 - c) 6325 Procurement- Federal Grants/Funds
 - d) 6424 Procurement Cards

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 12, 2020

6. Recommendation to approve the Agreement between the Galaxy and the Wadsworth City School District Board of Education. **(ATTACHED)**
7. Recommendation to approve the 2020-2021 roster of the Wadsworth Advisory Committees to the Four Cities Compact. **(ATTACHED)**
8. Recommendation to approve the IXL Terms of Service, including the Addendum to the Terms of Service. **(ATTACHED)**
9. Recommendation to approve the Ohio High School Athletic Association Football Tournament Site Agreement for Neutral Sites/Regional or State Tournament Sites. **(ATTACHED)**
10. Recommendation to approve the Memorandum of Understanding for Placement of Field Experience/Internship/Clinical Practice/Student Teaching between Indiana Wesleyan University and the Wadsworth City School District Board of Education. **(ATTACHED)**
11. Recommendation to approve the Provision of Services Agreement between Catalyst Farm Therapies and the Wadsworth City School District Board of Education. **(ATTACHED)**
12. Recommendation to approve the Four Cities Compact Career-Technical Cooperative Agreement for the period of July 1, 2020 through June 30, 2025. **(ATTACHED)**
13. Recommendation to approve the Pivot Interactives SBC Privacy Policy and Terms of Use. **(ATTACHED)**
14. Recommendation to approve the Overdrive, Inc. School Digital Library (Consortium) Access Agreement, Terms & Conditions, Privacy Policy and Privacy Policy for Children. **(ATTACHED)**
15. Recommendation to approve the Resolution for Approval of Design Firms and Authority to Enter Contract Negotiations, according to the following ranking: **(ATTACHED)**

First	Hollabird & Root/bshm Architects, Inc.
Second	GPD Group
Third	Hasenstab Architects
Fourth	Motter & Meadows Architects

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

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 12, 2020

ITEMS OF THE TREASURER

20-10-88 Upon the recommendation of Treasurer Beeman, the motion was made by **McComas**, seconded by **Kramer**, to adopt the Action Consent Items of the Treasurer from the October 12, 2020, Regular Meeting, as presented:

A. **ACTION CONSENT ITEMS**

1. Recommendation to accept the September financial reports as presented and subject to audit.
2. Recommendation to enter into a Settlement Agreement between the Wadsworth City School District Board of Education and the Broadstone BER East, LLC related to Medina County parcel #040-20B-05-019. (ATTACHED)
3. Recommendation to enter into a Settlement Agreement between the Wadsworth City School District Board of Education and Echo Wadsworth Associates, LLC related to Medina County parcel #040-20B-28-030. (ATTACHED)

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

Motion Carried,

LEGISLATIVE UPDATE

Gordon reported:

- Governor to initiate a study of close contact related to the virus and how it relates to students being quarantined through the contact tracing process.
- HB 305 – Relating to school funding.
- HB 166 – Property transfers from one district to another has been upheld at the district court level.
- HB 763 – Continuing effort for State of Emergency related to the pandemic.
- SB165 – Continuing to allow Public meetings to be held remotely.
- SB 368 – State Board of Education prescribing standards for phonics.
- SB 16 – Providing instruction to high school students on how to communicate with police officers.
- SH 311 – Limiting the Ohio Dept. of Health ability to issue and quarantine orders.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 12, 2020

FLOOR ITEMS

John Richmond (Substitute Teacher) stated that our staff and students are doing a great job in our buildings. John shared his frustration with the onboarding process with Renhill, the substitute placing services, as it took 10 working days to get on boarded through Renhill and had to go through a whole gamut of procedures to get on our substitute teacher list. He also praised Kip Shipley (Teacher) and the Engineering Class.

Lauren Claxton (Student Liaison) stated that the Financial Literacy Class being offered to incoming freshman students is a great. She is glad we are putting more focus on financial literacy for our students.

BOARD MEMBER ITEMS

KRAMER Welcomed Lauren as the new Student Liaison. Encouraged everyone to hang in there as we continue through the pandemic. Announced the WHS Choir Concert will be this Wednesday.

Dr. Hill reiterated that tickets -- per the order from Medina County Health Department -- are limited to the families of the participants.

L. CLAXTON Choir concert this week and athletics proceeding. Student Council is still trying to plan events to bring students together in some manner. School Decorating Committee within WHS is working to help brighten the school for students.

STEVENS Welcomed Lauren. Congratulated Dr. Hill on his award from BASA. Recognized the two National Merit Semifinalists Ryan Sieber and Zach Adams.

GORDON Welcomed Lauren and excited to have her on the Board. Congratulated Dr. Hill. Congratulated the Homecoming court and thanked Steve Moore for putting this event together and providing another opportunity to let our band perform.

MCCOMAS Congratulated Dr. Hill on his recognition. Reiterated how pleased he is with how well we have navigated through the pandemic. Great job to the staff and students. Congratulated the football team on their playoff win and wished best of luck to all the other programs as they enter playoff season.

BATEY Congratulated Dr. Hill. Stated we already know how hard Dr. Hill works but it is special when you are recognized by your peers. Special recognition to our administrators and staff for their tireless effort to provide a safe environment for our students.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 12, 2020

EXECUTIVE SESSION

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

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

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

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 12, 2020

EXECUTIVE SESSION

20-10-89 The motion was made by **McComas**, seconded by **Kramer**, to enter Executive Session at **8:03** p.m.

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

Motion Carried,

EXECUTIVE SESSION recessed at **9:37** p.m.

ADJOURNMENT

20-10-90 The motion was made by **McComas**, seconded by **Batey**, to adjourn at **9:38** p.m.

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

Motion Carried,

(Signed) _____
Julie Batey, President

(Attested) _____
Douglas D. Beeman, Treasurer



NORTON CITY SCHOOLS

4128 CLEVELAND-MASSILLON RD. NORTON, OHIO 44203-5697
PHONE 330-825-0863 FAX 330-825-0929

Norton City Schools and Wadsworth City Schools – Sacred Heart of Jesus School

Non-Public Title I Interagency Agreement

The goal of this interagency agreement is to provide Title I reading intervention services to identified students who have a home district of Norton City Schools. In accordance with the Title I application and guidelines, services will be provided to students in grades K – 2 who qualify.

Norton City Schools agrees to the following:

- Provide Wadsworth City Schools with a purchase order with the identified amount of funding for the current school year through Title I services.
- Confirm home district status for all identified Sacred Heart of Jesus School students in writing to Wadsworth City Schools ensuring appropriateness of providing services.
- Provide timely payment of received invoices for services provided to students.

Wadsworth City Schools agrees to the following:

- Promote and support goals within the guidelines of Title I Federal guidance through program services.
- Act as fiscal agent for the Federal funding allocated to provide Title I services and to coordinate funding.
- Invoice home district in a timely manner coinciding with the end of the academic year.

Sacred Heart of Jesus School agrees to the following:

- Provide Wadsworth City Schools with a list of students who are being served and note the home district of residence.
- Provide Wadsworth City Schools with description of the Title I assistance being provided to students.
- Provide adequate space at the school during school hours for staff to perform intervention services.

Norton City Schools, Wadsworth City Schools, and Sacred Heart of Jesus School agree to the above procedures for the operation of the Title I intervention program for the 2020-2021 school year.



www.nortonschools.org



NORTON CITY SCHOOLS

4128 CLEVELAND-MASSILLON RD. NORTON, OHIO 44203-5697

PHONE 330-825-0863

FAX 330-825-0929

For Norton City School District:

[Redacted Signature Area]

Treasurer

Date

Superintendent

Date

For the Wadsworth City School District:

Treasurer

Date

Superintendent

Date

For Sacred Heart of Jesus School:

[Redacted Signature Area]

[Redacted Signature Area]



www.nortonschools.org

OHSAA TOURNAMENT SITE AVAILABILITY AGREEMENT

"OHSAA"

{2020-2021}

"DISTRICT or FACILITY"

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION an unincorporated association 4080 Roselea Place Columbus, Ohio 43214	[public school district, nonpublic school or facility inserts name here] <u>Wadsworth City Schools</u>
---	--

This Tournament Site Availability Agreement is effective as of August 1, 2020, (the "Effective Date") and shall remain in effect for any and all tournament contest for the 2020-2021 school year.

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

FALL SPORTS

☒ Boys Soccer
☐ Girls Soccer

☐ Volleyball
☐ Cross Country
☐ Boys Golf

☐ Girls Golf
☐ Girls Tennis

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

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

The parties hereto incorporate herein the **OHSAA Tournament Site Agreement General Terms and Conditions 2020-2021** as if fully rewritten herein. The parties represent and warrant that they have read the General Terms and Conditions prior to executing this Agreement. Notwithstanding the fact that copies of these General Terms and Conditions have been provided to District, these General Terms and Conditions are published on the OHSAA website at www.OHSAA.org.

Athletic District--Northeast

By: Secretary--Larry Acker

(Signature)

OHSAA/District Athletic Board:

By: _____
Its Superintendent/Chief Executive Officer

(Date-----Signature)

By: _____
Treasurer/Chief Financial Officer

(Date-----Signature)

{Print--Site Manager--Contact Telephone}
School District or Facility Must Return A
Completed--Signed--Copy To The DAB Secretary



OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

TOURNAMENT SITE AGREEMENT

GENERAL TERMS AND CONDITIONS

PREMISES

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

CONSIDERATION

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

TICKETS AND OTHER REVENUES

- a. **Electronic Ticketing:** The OHSAA has obtained a license to use the electronic platform, system and tools provided by HomeTown Ticketing, Inc. for use at any or all of its tournament events. If and wherever practicable, the OHSAA intends to offer the sale of electronic tickets to customers as a paperless, touchless process by which fans can gain entrance to OHSAA tournament events (note that a printing option of the electronic ticket is also available). If e-ticketing is utilized for the events described in this Agreement, HomeTown ticketing and/or the OHSAA shall provide adequate training of DISTRICT personnel assigned to ticket gates and points of entrance to the facilities described herein.
- b. **Printing:** Notwithstanding the electronic ticketing process set forth above, the Parties hereto acknowledge that paper tickets must still be made available to spectators who prefer paper tickets to the electronic format. As such, and unless otherwise agreed to between the parties, OHSAA shall be responsible for providing DISTRICT with printed tickets for the seating requirements of the events that are the subject matter of this AGREEMENT.
- c. **Sales:** With the exception of the pre-sale ticket policies with respect to the participating schools in the subject matter events, all paper

ticket sales shall be under DISTRICT's control. DISTRICT shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales revenue until final settlement with OHSAA. All tickets must be sold in accordance with the ticket prices established by the OHSAA Board of Directors and any deviations must be approved by the OHSAA Executive Director's Office.

- d. **Revenue:** Except as it relates to the sale of electronic tickets, all ticket revenues shall be held in custody of the DISTRICT and deposited and held in a restricted, agency fund separate and distinct from the DISTRICT'S other funds, until final settlement with the OHSAA. DISTRICT agrees to collect all monies from the sale of all tickets sold in connection with the events that are the subject matter of this AGREEMENT and shall maintain regular books and records pertaining to each performance of the events including a true and accurate account of all monies collected. It is agreed that ticket revenues held in custody of the DISTRICT in this manner shall not constitute public money as the term is defined in Ohio Revised Code 117.01.
- e. **Settlement:** At the conclusion of the events, a final settlement showing the number of tickets sold, gross amounts of money received, total amount deducted for any taxes, total number of complimentary tickets issued pursuant to OHSAA policies and procedures and passes accepted and any other charges which may be deducted from gross revenue pursuant to the Agreement shall be delivered by DISTRICT to OHSAA. All tickets remaining unsold at the close of the ticket office sales for the events shall be presented to OHSAA for inspection, and the final settlement of the ticket sales shall be based on the number of tickets remaining and available for inspection at the close of all sales.
- f. **Inspection:** OHSAA, by representative designated in writing in advance, shall have the right to inspect ticket racks and the ticket office(s) and shall have the right to inspect other records with respect to admission receipts, including unsold tickets and stubs of tickets sold. The OHSAA will be permitted admitted to the ticket office at all reasonable times when accompanied by the DISTRICT'S duly designated representative.
- g. **Reports:** The DISTRICT shall complete the financial reports of the activities conducted under this agreement in the form and manner prescribed by the OHSAA. All monies that are due OHSAA will be paid by DISTRICT's check within thirty days following the completion of the events, unless a longer term is agreed to by the parties.

INSURANCE

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

FOOD, BEVERAGES, AND NOVELTIES

- a. **Concessions:** The rights to all concessions are reserved by DISTRICT, except as may be specifically provided by separate agreement by the parties, and all revenue received from all such concessions shall be retained by DISTRICT.
- b. **Alcoholic Beverages:** DISTRICT agrees not to sell or serve any alcoholic beverages (including "nonalcoholic" beer) on the premises during the event.
- c. **Tobacco Products:** DISTRICT agrees not to sell or dispense any tobacco products for public or private consumption on the premises during the event.
- d. **Signage:** DISTRICT agrees to cover any alcohol or tobacco-related signage during the aforementioned tournament.
- e. **Merchandise / Novelties:** DISTRICT agrees to allow OHSAA to sell merchandise/novelties inside and outside the premises and retain all revenues from such sales. Merchandise / novelty sales locations must meet the approval of DISTRICT. DISTRICT waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s). DISTRICT agrees to pay any such fees not waived.

In the event DISTRICT wishes to sell "spirit gear" in support of DISTRICT's school/school teams, DISTRICT must obtain written approval from the OHSAA prior to selling any such gear at/during the subject events. For purposes of this agreement, "spirit gear" is defined as school specific merchandise and novelties which were sold to the public during the regular season events of the DISTRICT.

SPONSORSHIP, ADVERTISING AND PROMOTION

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

SUITABILITY

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

LICENSE, PERMITS

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

EMERGENCY ACTION PLAN

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

MEDIA

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

CANCELLATION

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

STAFFING, COSTS, AND OTHER EXPENSES RELATED TO EVENT

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

PARKING

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

FORCE MAJEURE

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

"Force Majeure" shall also include the suspension and/or cancelation of any tournament event due to a health epidemic or pandemic such as the COVID 19 pandemic or any variation thereof. In the event of a suspension or cancelation of an event described herein or in the Site Availability Agreement or Site Confirmation Agreement, neither the DISTRICT nor the OHSAA shall have any financial responsibility to the other party or any managers or staff engage by the party in anticipation of the suspended or cancelled event.

NO WAIVER

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

GOVERNING LAW

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

NOTICES

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

Northeast District Athletic Board

Attention:

Larry Acker, Secretary

2480 Michael Way

Wooster, Ohio 44691

Tel #—330-345-6926

Cell # -330-464-6438

Email: lacker@ohsaa.org

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

CONFIRMATION OF
TOURNAMENT SITE AGREEMENT

This **CONFIRMATION OF TOURNAMENT SITE AGREEMENT** is executed this 12th day of October, 2020 by and between the Ohio High School Athletic Association, dba the NEDAB (hereinafter "DAB"), and Wadsworth City Schools, located at 524 Broad St., Wadsworth, OH 44281 (hereinafter ("DISTRICT" or FACILITY))

Whereas, District or Facility has previously indicated its desire to host certain tournament events throughout the -2020 - 2021 school year; and

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

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

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

1. LICENSE

- a. DISTRICT or FACILITY agrees to license the premises known as Art Wright Stadium, located at 280 Grandview Ave. (hereinafter the "Facilities").
- b. This license includes, but is not limited to the competition area, public areas, spectator stands, locker room(s), parking areas and press areas for the purpose of presenting the OHSAA SECTIONAL DISTRICT (circle one) Tournament in the sport of Boys Soccer.
- c. The OHSAA Tournament Site Agreement General Terms and Conditions 2020-2021 are incorporated herein as if fully rewritten.
- d. The times and dates for these tournament events are listed below.

<u>Oct. 24, 2020</u>	

2. LICENSE FEE

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

Northeast District Athletic Board

By: Larry Acker, Secretary

Signature

District or Facility

By: _____

{Print Name}

Its: CEO--Administrator--Principal, AD

Signature

OHSAA TOURNAMENT SITE AVAILABILITY AGREEMENT

"OHSAA"

{2020-2021}

"DISTRICT or FACILITY"

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION an unincorporated association 4080 Roselea Place Columbus, Ohio 43214	[public school district, nonpublic school or facility inserts name here] <u>Wadsworth City Schools</u>
---	--

This Tournament Site Availability Agreement is effective as of August 1, 2020, (the "Effective Date") and shall remain in effect for any and all tournament contest for the 2020-2021 school year.

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

FALL SPORTS

_____ Boys Soccer

_____ Girls Soccer

X Volleyball

_____ Cross Country

_____ Boys Golf

_____ Girls Golf

_____ Girls Tennis

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

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

The parties hereto incorporate herein the **OHSAA Tournament Site Agreement General Terms and Conditions 2020-2021** as if fully rewritten herein. The parties represent and warrant that they have read the General Terms and Conditions prior to executing this Agreement. Notwithstanding the fact that copies of these General Terms and Conditions have been provided to District, these General Terms and Conditions are published on the OHSAA website at www.OHSAA.org.

Athletic District--Northeast

By: Secretary—Larry Acker

(Signature)

OHSAA/District Athletic Board:

{Print--Site Manager--Contact Telephone}

School District or Facility Must Return A
Completed—Signed--Copy To The DAB
Secretary

By: _____
Its Superintendent/Chief Executive Officer

(Date-----Signature)

By: _____
Treasurer/Chief Financial Officer

(Date-----Signature)



Rev. 06/19/2020

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

TOURNAMENT SITE AGREEMENT

GENERAL TERMS AND CONDITIONS

PREMISES

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

CONSIDERATION

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

TICKETS AND OTHER REVENUES

- a. **Electronic Ticketing:** The OHSAA has obtained a license to use the electronic platform, system and tools provided by HomeTown Ticketing, Inc. for use at any or all of its tournament events. If and wherever practicable, the OHSAA intends to offer the sale of electronic tickets to customers as a paperless, touchless process by which fans can gain entrance to OHSAA tournament events (note that a printing option of the electronic ticket is also available). If e-ticketing is utilized for the events described in this Agreement, HomeTown ticketing and/or the OHSAA shall provide adequate training of DISTRICT personnel assigned to ticket gates and points of entrance to the facilities described herein.
- b. **Printing:** Notwithstanding the electronic ticketing process set forth above, the Parties hereto acknowledge that paper tickets must still be made available to spectators who prefer paper tickets to the electronic format. As such, and unless otherwise agreed to between the parties, OHSAA shall be responsible for providing DISTRICT with printed tickets for the seating requirements of the events that are the subject matter of this AGREEMENT.

- c. **Sales:** With the exception of the pre-sale ticket policies with respect to the participating schools in the subject matter events, all paper ticket sales shall be under DISTRICT's control. DISTRICT shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales revenue until final settlement with OHSAA. All tickets must be sold in accordance with the ticket prices established by the OHSAA Board of Directors and any deviations must be approved by the OHSAA Executive Director's Office.
- d. **Revenue:** Except as it relates to the sale of electronic tickets, all ticket revenues shall be held in custody of the DISTRICT and deposited and held in a restricted, agency fund separate and distinct from the DISTRICT'S other funds, until final settlement with the OHSAA. DISTRICT agrees to collect all monies from the sale of all tickets sold in connection with the events that are the subject matter of this AGREEMENT and shall maintain regular books and records pertaining to each performance of the events including a true and accurate account of all monies collected. It is agreed that ticket revenues held in custody of the DISTRICT in this manner shall not constitute public money as the term is defined in Ohio Revised Code 117.01.
- e. **Settlement:** At the conclusion of the events, a final settlement showing the number of tickets sold, gross amounts of money received, total amount deducted for any taxes, total number of complimentary tickets issued pursuant to OHSAA policies and procedures and passes accepted and any other charges which may be deducted from gross revenue pursuant to the Agreement shall be delivered by DISTRICT to OHSAA. All tickets remaining unsold at the close of the ticket office sales for the events shall be presented to OHSAA for inspection, and the final settlement of the ticket sales shall be based on the number of tickets remaining and available for inspection at the close of all sales.
- f. **Inspection:** OHSAA, by representative designated in writing in advance, shall have the right to inspect ticket racks and the ticket office(s) and shall have the right to inspect other records with respect to admission receipts, including unsold tickets and stubs of tickets sold. The OHSAA will be permitted admitted to the ticket office at all reasonable times when accompanied by the DISTRICT'S duly designated representative.
- g. **Reports:** The DISTRICT shall complete the financial reports of the activities conducted under this agreement in the form and manner prescribed by the OHSAA. All monies that are due OHSAA will be paid by DISTRICT's check within thirty days following the completion of the events, unless a longer term is agreed to by the parties.

INSURANCE

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

FOOD, BEVERAGES, AND NOVELTIES

- a. **Concessions:** The rights to all concessions are reserved by DISTRICT, except as may be specifically provided by separate agreement by the parties, and all revenue received from all such concessions shall be retained by DISTRICT.
- b. **Alcoholic Beverages:** DISTRICT agrees not to sell or serve any alcoholic beverages (including "nonalcoholic" beer) on the premises during the event.
- c. **Tobacco Products:** DISTRICT agrees not to sell or dispense any tobacco products for public or private consumption on the premises during the event.
- d. **Signage:** DISTRICT agrees to cover any alcohol or tobacco-related signage during the aforementioned tournament.
- e. **Merchandise / Novelties:** DISTRICT agrees to allow OHSAA to sell merchandise/novelties inside and outside the premises and retain all revenues from such sales. Merchandise / novelty sales locations must meet the approval of DISTRICT. DISTRICT waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s). DISTRICT agrees to pay any such fees not waived.

In the event DISTRICT wishes to sell "spirit gear" in support of DISTRICT's school/school teams, DISTRICT must obtain written approval from the OHSAA prior to selling any such gear at/during the subject events. For purposes of this agreement, "spirit gear" is defined as school specific merchandise and novelties which were sold to the public during the regular season events of the DISTRICT.

SPONSORSHIP, ADVERTISING AND PROMOTION

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

SUITABILITY

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

LICENSE, PERMITS

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

EMERGENCY ACTION PLAN

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

MEDIA

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

CANCELLATION

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

STAFFING, COSTS, AND OTHER EXPENSES RELATED TO EVENT

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

PARKING

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

FORCE MAJEURE

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

"Force Majeure" shall also include the suspension and/or cancelation of any tournament event due to a health epidemic or pandemic such as the COVID 19 pandemic or any variation thereof. In the event of a suspension or cancelation of an event described herein or in the Site Availability Agreement or Site Confirmation Agreement, neither the DISTRICT nor the OHSAAs shall have any financial responsibility to the other party or any managers or staff engage by the party in anticipation of the suspended or cancelled event.

NO WAIVER

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

GOVERNING LAW

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

NOTICES

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

Northeast District Athletic Board

Attention:

Larry Acker, Secretary

2480 Michael Way

Wooster, Ohio 44691

Tel #--330-345-6926

Cell # -330-464-6438

Email: lacker@ohsaa.org

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

CONFIRMATION OF
TOURNAMENT SITE AGREEMENT

This **CONFIRMATION OF TOURNAMENT SITE AGREEMENT** is executed this 12th day of October, 2020 by and between the Ohio High School Athletic Association, dba the NEDAB (hereinafter "DAB"), and Wadsworth City Schools, located at 524 Broad St., Wadsworth, OH 44281 (hereinafter ("DISTRICT" or FACILITY))

Whereas, District or Facility has previously indicated its desire to host certain tournament events throughout the -2020 - 2021 school year; and

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

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

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

1. LICENSE

- a. DISTRICT or FACILITY agrees to license the premises known as Wadsworth High School, located at 625 Broad St., Wadsworth, OH 44281 (hereinafter the "Facilities").
- b. This license includes, but is not limited to the competition area, public areas, spectator stands, locker room(s), parking areas and press areas for the purpose of presenting the OHSAA SECTIONAL DISTRICT (circle one) Tournament in the sport of Volleyball.
- c. The OHSAA Tournament Site Agreement General Terms and Conditions 2020-2021 are incorporated herein as if fully rewritten.
- d. The times and dates for these tournament events are listed below.

<u>Oct. 21, 2020</u>	

2. LICENSE FEE

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

Northeast District Athletic Board

By: Larry Acker, Secretary

Signature

District or Facility

By: _____ A/District
{Print Name}

Its: CEO--Administrator--Principal, AD

Signature



AMENDMENT #1
TO
COLLEGE BOARD ADVANCED PLACEMENT® TERMS OF USE

THIS AMENDMENT #1 to College Board's Advanced Placement® (AP®) Terms of Use ("AP Terms of Use") for Wadsworth City School District's use of College Board's AP Platform, is entered into this February 3, 2020, pursuant to the following terms and conditions. Capitalized terms not defined herein have the meanings ascribed to them in the AP Terms of Use.

I. INDEMNIFICATION. Section 1 of Article 16 (Indemnification) is hereby deleted in its entirety and replaced with the following:

"1. Each party agrees to be responsible for the actions of its officers, employees, agents, contractors and suppliers."

II. GOVERNING LAW PROVISION. Section 9.1 (Governing Law) of Article 18 (Miscellaneous) is hereby deleted in its entirety and replaced with the following:

"1. This Agreement is governed by Ohio Law, excluding that state's choice of law rules."

III. INCORPORATION BY REFERENCE.

Other than the changes set forth in the preceding paragraphs, all terms and conditions of the AP Terms of Use remain in full force and effect. Where there is a conflict between the AP Terms of Use and this Amendment, the provisions of this Amendment shall supersede and replace the conflicting terms and conditions of the AP Terms of Use. This Amendment, together with the AP Terms of Use, and any previous amendments, constitutes the entire understanding of the parties and cannot be further modified except by further written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their names and on their behalf by and through their duly authorized officers, as of the day and year first above written.

COLLEGE BOARD

**WADSWORTH CITY SCHOOL
DISTRICT**

Signature : _____

Signature: _____

Name : _____

Name: _____

Title : _____

Title: _____

Date : _____

Date: _____

This Agreement is entered into by and between College Board ("College Board") and the AP coordinator, on behalf of the School or Local Education Authority ("Customer") and AP students, AP teachers, Pre-AP students, Pre-AP teachers and administrators ("End Users"). This Agreement is effective as of the date the Customer or End User clicks "I have read and accept the terms of service" and then clicks the "Continue" button below. This Agreement governs the Customer's and End User's access to and use of the AP Registration and Ordering system, the AP Classroom system and/or the Pre-AP Classroom system, and My AP (collectively the "Services") and will be effective as of the Effective Date. See "Definitions" for a list of terms and definitions used throughout this Agreement.

AP coordinator ("Customer")

AP Teacher, Pre-AP Teacher, and Other Educator End Users

AP Student End Users

Pre-AP Student End Users

Notice to EU End Users

General

AP coordinator ("Customer").

In addition to the terms of service referenced beginning at Section 6 below, the following terms apply to Customers who are AP Coordinators.

This Agreement is effective as of the date the Customer clicks "I have read and accept the terms of service" and then clicks the "Continue" button below or, if applicable, the date the Agreement is countersigned (the "Effective Date"). As the Customer, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the Customer you represent, to this Agreement. If you do not have legal authority to bind the Customer, please do not click "I have read and accept the terms of service" below (or, if applicable, do not sign this Agreement).

You acknowledge that these Services include the AP Registration and Ordering system, AP Classroom system, and My AP and collect confidential Personally Identifiable Information ("PII") for students enrolled in courses at your school or taking part in an exam administration at your school and are provided for your official use only. You acknowledge that you have the authority and permission to enter and/or access your student's PII. College Board exercises great care in providing secure storage of student information. You will be able to download this data to your computer from the system and you acknowledge that it is your responsibility to take precautions to ensure that data you download, print, or otherwise select for your use will remain confidential.

You acknowledge that College Board shall be considered a School Official with a legitimate educational interest in performing services that otherwise would be provided by the Customer. You acknowledge that it is not the responsibility of College Board to determine whether your school is required to obtain parental consent (in accordance with applicable laws) in order for College Board to use and retain the students PII while performing these Services. You also agree to inform College Board if the student PII collected in connection with the Services needs to be destroyed after the termination of these Services.

You acknowledge that you will have the ability to create and edit class and/or exam only sections, which will generate join codes for students to facilitate their association with either courses or exam registrations at your school and place these students within a roster viewable by school staff with appropriate access authorizations. You acknowledge that you

will share join codes only with eligible students for the purpose of enrolling them in class sections and/or exam only sections. You acknowledge that you can identify and/or update students' exam registration status (e.g., whether an exam will be ordered for a student) as well as provide AP fee reduction status on behalf of students taking AP courses or exams at your school. You agree that all AP Exam orders submitted are for individuals who are eligible to take AP Exams.

You agree to adhere to all policies and procedures as described within the 2019-20 AP Coordinator's Manual (Parts 1 and 2). You acknowledge the following information about AP Exam ordering deadlines and fees; this information will also be included in your AP Participation Form. You acknowledge that your school will be responsible for all exam fees and any associated fees for exam orders that you or an additional authorized staff person submit through the AP Registration and Ordering system.

Orders placed by November 15, 2019, 11:59 p.m. ET: Exam fee less the \$9 school rebate.

Orders placed after November 15, 2019 and by March 13, 2020, 11:59 p.m. ET: Exam fee less the \$9 school rebate **plus** an additional late order fee of **\$40 per exam**. (The late order fee is not applied for courses that begin after the November 15 Final ordering deadline or for students who transfer to a school after the November 15 Final ordering deadline.)

Exam order cancelled after November 15, 2019, or returned unused: The original exam fee is removed, and a **\$40 per exam unused/canceled exam fee** is incurred.

Late-Testing Fee: Occasionally, it's necessary for students to test late using an alternate form of the exam. Depending on the reasons for late testing, schools may be charged an additional **\$40 per alternate exam**, part or all of which the school may ask the students to pay. (Schools may charge a higher fee to recover proctoring and administration costs.)

Fee Reductions: College Board provides a \$32 fee reduction per exam for students with financial need that meet College Board eligibility guidelines. For each AP Exam taken with a fee reduction, the school forgoes its \$9 rebate, resulting in a cost of \$53 per exam (\$83 per exam for schools* outside the United States, U.S. territories, and Canada; \$101 per exam for AP Capstone Exams—AP Seminar or AP Research). Many states and districts use federal, state, and local funding to further reduce exam fees.

*International exam fees/rates do not apply to DoDEA schools located outside of the United States.

AP Teacher, Pre-AP Teacher, and Other Educator End Users.

In addition to the terms of service referenced beginning at Section 6 below, the following terms apply to End Users who are AP Teachers, Pre-AP Teachers, or Other Educators.

You acknowledge that the Services collect confidential Personally Identifiable Information ("PII"), as defined in Definitions (19), for students enrolled in courses at your school or taking part in an exam administration at your school and are provided for your official use only. You acknowledge that you have the authority and permission to enter and/or access your student's PII. College Board exercises great care in providing secure storage of student information. You will be able to download this data to your computer from the system and you acknowledge that it is your responsibility to take precautions to ensure that data you download, print, or otherwise select for your use will remain confidential.

You acknowledge that any information supplied through this system is accurate to the full extent of your knowledge, and that if any inaccuracies for which you are capable of correcting through the system are identified, they will be corrected through the system, as available.

You acknowledge and agree that the information you supply through the Services may be shared with researchers and subcontractors (in aggregate and/or anonymously), and data collected from the AP Classroom system could also be shared with researchers and partners.

You acknowledge that you may have the ability to create and edit class sections, which will generate join codes for the students in your class(es) to facilitate their association with either courses or exam registrations at your school (where applicable) and place these students within a roster viewable by school staff with appropriate access authorizations. You acknowledge that you will share join codes only with eligible students for the purpose of enrolling them in your class sections.

AP Student End Users.

In addition to the terms of service referenced beginning at Section 6 below, the following terms apply to End Users who are AP students.

By verifying or providing your course/exam information and/or taking an AP Exam you consent to College Board retaining and using your student information for the purposes specified here and in the 2019-20 *Bulletin for AP Students and Parents* (the "Bulletin"). The information explained in these Student End Users Terms of Service will also be in the Bulletin.

Any data provided about you may be used (in the aggregate and/or anonymously) for research purposes, to prepare research reports, and/or in AP Exam ordering and registration processes. Occasionally, College Board researchers and their subcontractors may contact students to invite their participation in surveys or other research. Data collected from the AP Classroom system could also be shared with researchers and partners.

Your AP Exam scores may be sent to any school at which you enrolled in a class section. This could be the school you regularly attend and/or a different school where you took an AP course. If you enroll in a class section at a school other than the one you regularly attend, that school will receive your AP Exam score(s) only for the class section(s) you're enrolled in at that school.

Information that you may provide yourself (or that may be provided about you by your school, district, or International Test Center) includes school code, name, gender, birth date, grade level, race/ethnicity, mailing address, phone number, email address, student ID, the language you know best, parent/guardian education levels, AP Exam fee reduction status, Services for Students with Disabilities ID and information, AP course enrollment and teacher information, and AP Exam registration status. If taking an AP world language and culture course, information you may also provide about yourself is whether you speak the language at home and whether you have lived in a location for 6 months or more where the language is spoken.

The Bulletin includes details about the following circumstances in which your AP scores and/or personal identifying information may be shared:

For the purposes of score reporting to your school, district, and state Dept of Education, if applicable.

If your school, district, or state partners with other educational organizations. Please consult your school for individual policies.

When a state requests the names of its public school students who receive fee reductions for audit or invoice verification. In such cases, the state agrees to maintain the confidentiality of such data.

If you earn an AP Award, your state superintendent of education's office and governor's office may be notified so they can recognize your achievement.

For research purposes and/or to prepare research reports (in the aggregate and/or anonymously). Occasionally, College Board researchers and their subcontractors may contact students to invite their participation in surveys or other research.

If you're a resident of the state of Kentucky, your AP Exam scores will automatically be sent to the Kentucky Higher Education Assistance Authority (KHEAA) for purposes of scholarship eligibility. If you don't want your scores sent to KHEAA, write to: AP Program, Educational Testing Service, 1425 Lower Ferry Road, 29Q, Ewing, NJ 08618. Include your full name, mailing address, date of birth, gender, 8-digit AP ID, and your 6-digit high school code number.

By providing your email address, you give College Board and its operational partners permission to contact you via email. Your email will be used to send you important information about your exams, scores, and any AP awards you may earn.

By providing your phone number, you agree to be contacted by College Board regarding: a test or program you registered for, opportunities to participate in research surveys, and/or free college planning services. By providing your mobile phone number, you may also opt-in to agree to receive text messages from College Board about our programs, to participate in research surveys, and/or to receive free college planning services. Standard text messaging rates may apply and you may opt out at any time.

College Board also reserves the right to contact the appropriate individuals or agencies—including your high school—if we believe you may be in imminent danger of harming yourself or others, based on any information you provide to College Board, including your responses to AP Exam questions. We might also provide the relevant essay or other content, along with your personal information, to those we may contact.

Enrollment: Students will enroll in class sections and/or exam only sections in My AP using join code(s) supplied by your teacher(s) or AP coordinator for each AP class you are currently taking or AP Exam you intend to take. You will use only the join codes supplied to you by your teacher(s) or AP coordinator, and you will not share join codes with any other parties.

Registration: If instructed to do so by your AP coordinator or teacher, you will indicate your AP Exam registration for each class section in which you are enrolled by the deadline provided by your AP coordinator.

AP Exam Fees: The fee owed depends on when your exam order is placed by your school's AP coordinator. The fees listed below are those charged to your school. Your school may require different fees.

Orders placed by November 15, 2019, 11:59 p.m. ET: \$94 per exam (\$124 per exam for schools outside the United States, U.S. territories, and Canada; \$142 per exam for AP Capstone—AP Seminar or AP Research).

Orders placed after November 15, 2019, and by March 13, 2020, 11:59 p.m. ET: Exam fee **plus an additional late order fee of \$40 per exam**. (The late order fee is not applied for courses that begin after the November 15 Final ordering deadline or for students who transfer to a school after the November 15 Final ordering deadline.)

Exam order canceled after November 15, 2019, or returned unused: The original exam fee is removed, and a **\$40 per exam unused/canceled exam fee** is incurred.

Late-Testing Fee: Occasionally, it's necessary for students to test late using an alternate form of the exam. Depending on the reasons for late testing, schools may be charged an additional **\$40** per alternate exam, part or all of which the school may ask the students to pay. (Schools may charge higher fees to recover proctoring and administration costs.)

Fee Reductions: College Board provides a \$32 fee reduction per exam for students with financial need that meets College Board eligibility guidelines. For each AP Exam taken with a fee reduction, the school forgoes its \$9 rebate, resulting in a cost of \$53 per exam (\$83 per exam for schools outside the United States, U.S. territories, and Canada; \$101 per exam for AP Capstone Exams—AP Seminar or AP Research). Many states and districts use federal, state, and local funding to further reduce exam fees. Check with your AP coordinator to learn more. *International exam fees/rates do not apply to DoDEA schools located outside of the United States.

Use of the Services, joining an AP course in this system, and supplying your registration information does not automatically order an AP Exam for you. An AP coordinator needs to separately place an order and to include you in that order. Neither the school nor College Board is under any obligation to order or ship an AP Exam for you, solely by your use of these Services and/or your indication that you plan to take an AP Exam.

AP Student End Users Testing with Accommodations

Students may be eligible for accommodations on AP Exams due to, for example, a documented disability. Some types of accommodations include: Extended time, Large-type exams, Enlarged (large-block) answer sheets, Braille exams, permission to use a braille device, computer, or magnifying device, a reader to dictate questions, a writer/scribe to record responses, written copy of oral instructions.

All accommodations must be approved by College Board's Services for Students with Disabilities (SSD). If you test with accommodations that have not been approved by College Board, your scores won't be reported.

Most students work with the school's SSD coordinator to apply for accommodations before the AP Exam administration. The SSD coordinator requests and manages the accommodations online. Information about requesting accommodations is available at collegeboard.org/ssd. In some cases, documentation of the disability and need for accommodations is requested for review by College Board.

Requests for accommodations and, when required, complete documentation must be submitted by January 17, 2020. Requests should be submitted as early as possible, so they can be reviewed and processed before the exam ordering deadlines. If requests are submitted after this date, there's no guarantee accommodations will be approved, or appropriate exam materials will be shipped in time for the exam. In the event that anticipated accommodations are not approved by the College Board's Services for Students with Disabilities office, your AP coordinator can adjust your exam order by March 13, 2020, 11:59 p.m. ET without any additional fee incurred.

If you've already received College Board–approved accommodations for AP Exams, the PSAT/NMSQT®, PSAT 10®, or the SAT®, you don't need to submit a new form unless:

- You change schools, in which case your new school's SSD coordinator should be asked to verify your accommodations through the online system.

- You need different accommodations. In this case, your school's SSD coordinator must submit an Accommodations Change Request Form, which can be downloaded

from SSD Online.

Note: Some accommodations are administered differently across College Board programs. For example, for AP, a student approved for extended time will **not** automatically be provided extra breaks. A student requiring extra breaks must apply for that specific accommodation for AP Exams. Keep in mind that AP Exams in most world languages and cultures and Music Theory include listening and speaking components.

You are your own best advocate to ensure you receive the testing accommodations that are needed. This means you are responsible for following through on the required procedures. Check with your school's SSD coordinator to confirm the specific accommodations that have been requested. The specific accommodations that have been requested may appropriately differ from what is being used in school.

Pre-AP Student End Users.

In addition to the terms of service referenced beginning at Section 6, the following terms apply to End Users who are Pre-AP students.

By verifying or providing your course information you consent to College Board retaining and using your student information for the purposes specified.

Any data provided about you may be used (in the aggregate and/or anonymously) for research purposes, to prepare research reports, and/or registration processes. Occasionally, College Board researchers and their subcontractors may contact students to invite their participation in surveys or other research. Data collected from the Pre-AP Classroom system could also be shared with researchers and partners.

Information that you may provide yourself (or that may be provided about you by your school or district) includes school code, name, gender, birth date, grade level, race/ethnicity, mailing address, phone number, email address, student ID, the language you know best, parent/guardian education levels, Services for Students with Disabilities ID and information, and Pre- AP course enrollment and teacher information.

College Board also reserves the right to contact the appropriate individuals or agencies—including your high school—if we believe you may be in imminent danger of harming yourself or others, based on any information you provide to College Board, including your responses to Pre-AP assessment questions. We might also provide the relevant essay or other content, along with your personal information, to those we may contact.

Additional Notice to EU End Users and International Students

College Board is providing this supplemental privacy notice to give individuals located in the European Union ("EU") and other international countries this additional information required by the EU General Data Protection Regulation ("GDPR"). These provisions, together with the statements in the College Board Privacy Notices, explain our practices with regard to processing EU residents' personal data. For the most up to date information please visit <https://about.collegeboard.org/privacy-policy/notice-to-eu-residents> or contact customer service at eucustomerservice@collegeboard.org or (844) 849-3551.

College Board requires certain Personally Identifiable Information ("PII"), as defined in Definitions (19), from you in order to provide you with the Services. We collect and process your information based on the lawful basis described below:

To offer you these Services and to administer an AP exam to you.

We may provide your PII to our subcontractors (processors) pursuant to a written agreement, based on our instructions and in compliance with our privacy policies and any other appropriate confidentiality and security measures. For example, we use service providers to help process and score our tests; to process a payment, to create an account on our website, for website management; and with your consent, to send you marketing emails communications or to send your scores to your designated recipients.

We may also process your PII for the purposes of our legitimate interests, provided that such processing shall not outweigh your rights and freedoms. In particular, we may process your PII as needed to: (i) Protect you, us, or others from threats (such as security threats or test fraud); (ii) Improve College Board tests and support College Board research initiatives; (iii) comply with the laws that are applicable to us around the world; (iv) enable or administer our business, such as for quality control, consolidated reporting, and customer service; (v) manage corporate transactions, such as mergers or acquisitions; and (vi) understand and improve our business, improve test integrity, and for research purposes.

Automated Decision Making and Profiling

College Board may use automated processes in connection with scoring tests and for similar purposes, as needed to provide the test services that you have requested. All such decisions are subject to human review. We will not make automated decisions about you that may significantly affect you, unless (i) the decision is necessary as part of a contract that we have with you, (ii) we have your explicit consent, or (iii) we are required by law to use the technology. You can learn more about test scoring by reading the information posted on our website about each of our tests and in our Research section of our website. <https://research.collegeboard.org/pdf/guidelines-uses-college-board-test-scores-and-data.pdf>

Your Rights

You always have the right to object to our marketing communications. To opt out of emails, simply click the link labeled unsubscribe at the bottom of any email we send you. EU residents also have the right to access, correct, and request erasure or restriction of their PII as required by law. This means you have a right to know whether or not College Board maintains your PII. If we do have your PII we will provide you with a copy (subject to the rights of others). If your information is incorrect or incomplete, you have the right to ask us to update it. You may also ask us to delete or restrict your PII

To exercise these rights, please contact us via email at eucustomerservice@collegeboard.org or call (844) 849-3551. Please understand that we may need to verify your identity before we can process your request. Additionally, our ability to delete PII will be limited in those cases where we are required to retain records, such as in connection with score reports and test security processes.

If you believe that we have processed your PII in violation of applicable law, you may file a complaint with College Board Office of General Counsel or with a supervisory authority.

Data Retention

We will retain your PII for as long as the information is needed for the purposes set forth above and for any additional period that may be required or permitted by law. You may request that we delete your PII by contacting us via email at

eucustomerservice@collegeboard.org. Unless we are required by law or have a legitimate interest to retain your information, we will delete it within 30 days of your request.

Services and Data Use and Security

Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where College Board stores and processes its own information of a similar type. College Board has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Services, College Board may transfer, store and process Customer Data in the United States or any other country in which College Board or its agents maintain facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

To the Services. College Board may make commercially reasonable changes to the Services from time to time. If College Board makes a material change to the Services, College Board will inform Customer, provided that Customer has subscribed with College Board to be informed about such material change.

College Board does not serve Ads in the Services or use Customer Data for Advertising purposes.

Data Retention. The Customer will obtain all necessary consents to allow College Board to retain the student data for legitimate educational purposes related to the AP Program and the Services.

Privacy Notice. The Privacy Notice for the Services governs how College Board collects and uses information from Customer or End Users.

Customer and End User Obligations.

Permitted Uses. The Services are permitted for use only by educational institutions and their staff and students ("End Users").

Compliance. Customer will use the Services in accordance with these terms of service. College Board may develop new applications, features or functionality for the Services available from time to time. These terms of service apply to any new applications, features or functionality for the Services that College Board may develop.

Customer Administration of the Services. Customer will have the ability to create and edit class sections and/or exam only sections, which will generate invitation or "join" codes for the Student End Users to facilitate their association with either courses or exam registrations at your institutions. The End Users will appear on a roster viewable by school staff with appropriate access authorizations. Customer acknowledges that you will share join codes only with eligible students for the purpose of enrolling them in your class sections and/or exam only sections. Customer is responsible for: (a) designating those individuals who are authorized to administer the "join" codes and (b) ensuring that all activities that occur in connection with the Services comply with the Agreement. Customer agrees that the responsibilities of College Board do not extend to the on-site management or administration of the Services for Customer.

End User Consent. Customer may have the ability to access, monitor, use, or disclose data available to End Users within the End User accounts. Customer will obtain and maintain all

required consents from End Users to allow: (a) Customer's access, monitoring, use and disclosure of this data and College Board providing Customer with the ability to do so and (b) College Board to provide the Services.

COPPA and Parental Consent. If Customer allows End Users under the age of 13 to use the Services, Customer consents as required under the Children's Online Privacy Protection Act to the collection and use of personal information in the Services, described in the Services from such End Users. Customer will obtain parental consent for the sharing and use of PII from End Users who are under the age of 13 before the Student End User has access to use these Services.

Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify College Board of any unauthorized use of, or access to, the Services of which it becomes aware.

Restrictions on Use. Unless College Board specifically agrees in writing, Customer and End User will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; or (c) attempt to create a substitute or similar service through use of, or access to, the Services.

Third Party Requests. Customer is responsible for responding to Third Party Requests. College Board will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third-Party Request on its own and will contact College Board only if it cannot reasonably obtain such information.

Technical Support Services.

By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer will use commercially reasonable efforts to resolve support issues before escalating them to College Board.

By College Board. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to College Board in accordance with the terms of service.

Suspension of End User accounts.

If College Board becomes aware of an End User's violation of the Agreement, then College Board may specifically request that Customer suspend the applicable End User Account. If Customer fails to comply with the College Board's request to suspend an End User Account, then College Board may do so. The duration of any suspension by College Board will be until the applicable End User has cured the breach which caused the suspension. In the event that an End User violates this Agreement in a manner that may cause harm to the End User or other users, College Board reserves the right to deactivate the End User account before first notifying the Customer.

Confidential Information.

Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

FERPA. The parties acknowledge that (a) Customer Data may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"); and (b) to the extent that Customer Data includes FERPA Records, College Board will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA.

Intellectual Property Rights.

Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and Customer User Generated Content, (to the extent that the User Generated Content does not infringe on any College Board Intellectual Property Rights), and College Board owns all Intellectual Property Rights in the Services.

Materials License. College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license to use all content available in these Services or otherwise provided to you (the "Materials") for the sole purpose of use within the classroom of a teacher participating in the AP Program at an educational institution. Materials can only be used as intended to support the AP learning experience and by authorized Customer and End Users. You are otherwise prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the Materials in whole or in part, without the prior written consent of College Board. If you download Materials from this platform, you must keep all copyright and other notices on the materials. You do not gain any ownership interest in the Materials or in the derivative works thereof due to your use of the Materials or such derivative works in connection with these Services.

Customer acknowledges that College Board: (a) obtains permission, when necessary, to use certain content from persons, other than you, whose text, information, data, images (still and moving), sound recordings, and/or software ("Third-Party Content") is included in the Materials; and (b) may, at the sole discretion of College Board, eliminate such content from the Materials at any time. Third Party Content is owned by the respective authors of such content, and you shall not obtain any rights in or use such content except as provided in these Services.

The College Board retains all rights not expressly granted under these terms. In no way shall these Services be construed to grant you any rights other than those expressly

granted herein. You further acknowledge and agree that, with the exception of the Third-Party Content, College Board owns all right, title and interest in and to the Materials, including without limitation all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof. AS SUCH, CUSTOMER AND END USERS ARE STRICTLY PROHIBITED FROM POSTING THE MATERIALS AND/OR THIRD PARTY CONTENT ON ANY PUBLIC INTERNET SITE OR SITE THAT THE GENERAL PUBLIC MAY ACCESS. USE OF THE MATERIALS AND THIRD-PARTY CONTENT MAY BE GROUNDS FOR IMMEDIATE SUSPENSION OR TERMINATION OF THESE SERVICES AT THE COLLEGE BOARD'S DISCRETION.

Representations, Warranties and Disclaimers.

Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision or use, of the Services.

Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. COLLEGE BOARD MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES.

Term.

Agreement Term. This Agreement will remain in effect for the Term of one (1) year.

Auto Renewal. At the end of each Term, the Services will automatically renew for an additional Term of one (1) year. If either party does not want the Services to renew, then it must notify the other party in writing at least 15 days prior to the end of the then current Term. This notice of non-renewal will be effective upon the conclusion of the then current Term.

Services Use. Customer has no obligation to use the Services and may cease using the Services at any time for any reason (or no reason). However, Customer wishing to order AP Exams must use these Services to place and adjust exam order as no alternative ordering system is available.

Termination.

Termination for Breach. Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

Other Termination. Customer may terminate this Agreement for any reason (or no reason) with thirty days prior written notice to College Board.

Effects of Termination.

On ordered exams. If this Agreement terminates, (i) on or before the Final ordering deadline (November 15, 2019, 11:59 p.m. ET), Customer will not be able to order AP Exams; (ii) after the Final ordering deadline (November 15, 2019, 11:59 p.m. ET) and on or before the Spring course order and fall order changes deadline (March 13, 2020, 11:59 p.m. ET), Customer is responsible for canceled exam fees (**\$40 per exam**) for any

existing AP Exam orders; (iii) after the Spring course order and fall order changes deadline (March 13, 2020, 11:59 p.m. ET), Customer is responsible for unused exam fees (\$40 per exam) for any existing AP Exam orders.

On Customer Data and Confidential Information. If this Agreement terminates, (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) if feasible, College Board will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time; (iii) after a commercially reasonable period of time, College Board may delete Customer Data on the College Board's active servers by overwriting it over time; and (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

Survival. The following Sections will survive expiration or termination of this Agreement: 10 ^{8/1/19} (Confidential Information), 11 (Intellectual Property Rights), 14 (Termination), ~~15~~ ^{MP} (Indemnification), 16 (Limitation of Liability), 17 (Disputes), 18 (Miscellaneous), and 19 (Definitions).

Indemnification.

^{8/1/19} ^{MP} ~~Customer agrees to indemnify, defend and hold College Board and its affiliates, officers, directors, employees, agents, contractors and suppliers, harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of the terms of service. College Board reserves the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to cooperate fully with us in the defense of any such claim, action, settlement or compromise negotiations, as requested.~~

Possible Infringement.

Repair, Replace, or Modify. If College Board reasonably believes the Services infringe a third party's Intellectual Property Rights, then College Board will: (i) obtain the right for Customer, at the College Board's expense, to continue using the Services; (ii) provide a non-infringing functionally equivalent replacement; or (iii) modify the Services so that they no longer infringe.

Suspension or Termination. If College Board does not believe the foregoing options are commercially reasonable, then College Board may suspend or terminate Customer's use of the impacted Services.

General. Customer shall not upload any Third-Party Content to avoid any possible infringement claim. If College Board receives a notice of infringement from a third party rightsholder for content that was uploaded by the Customer, College Board will promptly notify the Customer of the claim and cooperate with College Board in defending the claim. College Board will have full control and authority over the defense, except that: (a) any settlement requiring Customer to admit liability or to pay any money will require Customer's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) Customer may join in the defense with its own counsel at its own expense.

Limitation of Liability.

^{8/1/19} ^{MP} ~~Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL,~~

8/8/19
no

~~CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.~~

8/8/19
no

Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to violations of a party's Intellectual Property Rights by the other party ~~or indemnification obligations.~~

Disputes.

Other than score validity investigations where certain students can request arbitration in accordance with ETS's Standard Arbitration Agreement or infringement of the College Board's intellectual property rights, all student disputes against College Board and/or any or all of its contractors, that relate in any way to registering for or taking part in a College Board program such as AP or Pre-AP, including but not limited to requesting or receiving test accommodations, score reporting, and the use of test taker data, shall exclusively be resolved by a single arbitrator through binding, individual arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Arbitration Rules in effect at the time a request for arbitration is filed with the AAA. Copies of the AAA Rules can be located at www.adr.org. Unless the parties mutually agree otherwise, the seat and the place of the arbitration shall be New York, New York. The parties agree that the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq. governs this provision, and it is the intent of the parties that the FAA shall pre-empt all State laws to the fullest extent permitted by law. No arbitration may be maintained as a class action, and the arbitrator shall not have the authority to combine or aggregate the disputes of more than one individual, conduct any class proceeding, make any class award, or make an award to any person or entity not a party to the arbitration, without the express written consent of College Board. By agreeing to arbitration in accordance with this section, you are waiving your right to have your dispute heard by a judge or jury. Each party will be responsible for its own fees and expenses incurred in connection with the arbitration, regardless of its outcome. For purposes of this provision, each College Board contractor is a third-party beneficiary of this section, is entitled to the rights and benefits hereunder, and may enforce the provisions hereof as if it were a party hereto.

Miscellaneous.

Notices. Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

Governing Law.

For City, County, and State Government Entities. If Customer is a city, county, or state government entity, then the parties agree to remain silent regarding governing law and venue.

8/6/19
 For all other Entities. If Customer is any entity not set forth in sections 1, 2, 3, 4, and 5, then the following applies: This Agreement is governed by ^{Ohio} New York law, ~~excluding that state's choice of law rules.~~ FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN ~~NEW YORK.~~
 Ohio

Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.

Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. If Customer is presented with a similar agreement on the same subject matter upon its log in to use the Services, this Agreement supersedes and replaces that agreement. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the 2019-2020 AP Participation Form (if applicable), this Agreement, and the College Board's terms of use.

Counterparts. The parties may enter into this Agreement by executing the applicable 2019-2020 AP Participation Form (if any) or this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

Definitions.

- "Ads" means online advertisements, excluding advertisements provided by any advertising products that are not part of the Services (for example, College Board AdSense) that Customer chooses to use in connection with the Services, displayed by College Board to End Users.
- "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- "Agreement" means, as applicable either this Agreement, or the combination of the 2019-20 AP Participation Form and this Agreement.
- "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is considered Customer's Confidential Information.

- "Customer" means the school or LEA.
- "Customer Data" means data, including email, provided, generated, transmitted or displayed via the Services by Customer or End Users.
- "Customer User Generated Content" means content created by the Customer, Teacher or Student End User that is uploaded to the Services platform.
- "Effective Date" means the date this Agreement is countersigned.
- "End Users" means the individuals Customer permits to use the Services.
- "End User Account" means College Board-hosted account established by Customer through the Services for an End User.
- "Fees" means the amounts invoiced to Customer by College Board for the Services (if applicable) as described in this Agreement.
- "FERPA" means the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from
- "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.
- "LEA" means Local Education Authority.
- "Personally Identifiable Information" or "PII" means any data that could potentially identify a specific individual or that can be used to distinguish one person from another.
- "School Official" means, under FERPA and state law, a third-party provider under the control and direction of the Local Education Authority, as it pertains to the use of student data.
- "Services" means the AP Registration and Ordering, AP Classroom, and My AP systems provided by College Board and used by Customer and End User under this Agreement.
- "Staff" means an individual (including any faculty) who is or has been employed by Customer. Any Student or Alumni who are also Staff are deemed Staff under this Agreement (and excluded from the Student or Alumni definition) if they have been employed by Customer within the last twelve months.
- "Student" means an individual who has been registered for classes offered by Customer within the last twelve months.
- "Student Data" means student PII as well as student generated content and is the property of the Customer or the party who provided such data (such as the student or parent).
- "Subcontractor" (or "Processor") means trusted business partners that College Board may engage pursuant to a written agreement and under the direction of College Board, to help process and score our tests; to process a payment, to create an account on our website, for website management; for customer service; and with your consent, to send you marketing emails communications or to send your scores to your designated recipients. See below for a list of College Board subcontractors who may perform the services and exam administration related to these Services. Notice of changes in designated subcontractors will be updated in these Terms of Service.
- "Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

- "Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the last Services Term or (ii) the Agreement is terminated as set forth herein.
- "Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

College Board Subcontractors

Academic Merit LLC
(dba FineTune)
281 Summer St. 2nd Floor
Boston, MA 02210

Alorica Inc.
5 Park Plaza, Suite 100
Irvine, CA 92614

Educational Testing Service
660 Rosedale Road
Princeton, NJ 08541

Paperscorer
32985 Hamilton Court East, Suite 121
Farmington Hills, MI 48334



FIELD EXPERIENCE AND STUDENT TEACHING AGREEMENT

This is an Agreement between the Wadsworth City School District, 524 Broad Street, Wadsworth, OH 44281, (herein referred to as the "School System"), and Mount Vernon Nazarene University, (herein referred to as the "University"), to provide **field** and **student teaching** experiences in the schools of the above named School System.

The University shall be represented by the Dean of the Jetter School of Professional Studies or his/her designee. The representative of the School System shall be the superintendent or his/her designee.

School System Agrees:

The School System shall provide **field** and **student teaching** experiences for the number of candidates from the University agreed to by both parties each semester or year. The **field** experiences may include observation, tutoring, serving as classroom aides, and related experiences. The **student teaching** experiences may include planning and teaching lessons, tutoring individuals and small groups, serving as classroom aides, and related experiences. The administration of programs involving student teaching experiences shall be carried out by the Associate Dean for Education Programs or his/her designee for the University.

Much responsibility for guiding the University candidate through **field** and **student teaching** experiences rests with the mentor or mentor teacher. Accordingly, the work of the mentor classroom teacher is vital to the success of these experiences. Mentor teachers should be chosen with care and they should be given all possible support and assistance in their work with university candidates by both the School System and by the University.

Mentor teachers shall be nominated by the designated School System official and accepted by the designated University official. All teachers nominated shall have given their consent for nomination. To qualify as a **field** experience mentor teacher, the teacher shall:

- Hold the appropriate provisional or professional certificate or a professional license, and
- Be recommended by his/her building principal as being a teacher who has command of the subject and is likely to communicate well with a future teacher.

To serve as a mentor teacher for **student teaching**, the teacher must meet all of the above qualifications, plus have an earned Master's degree in either education or a content area AND have a minimum of three years' classroom experience. While this is preferred for **field** mentor teachers as well, it is not required.

Mentor teachers will be expected to evaluate the experience in writing on the basis of guidelines supplied by the University and approved by the School System.

In the event a mentor teacher is absent on a day the MVNU candidate is present, the district shall provide a licensed substitute teacher to be responsible for the classroom. If a substitute teacher cannot be secured, the district shall assign another individual in the building to act in a supervisory capacity for the MVNU candidate.

The University Agrees:

Let it be acknowledged that:

Field candidates will be available to assist mentor teachers in routine duties related to teaching. These duties include limited supervised teaching, helping grade papers, taking attendance, observation, tutoring, serving as classroom aides, keeping records, assisting in playground and lunchroom supervision, and giving instructional help to students who are in need of such assistance. **Field candidates** shall not serve as substitute teachers when the classroom teachers are absent unless the field candidate holds a valid State of Ohio Substitute Teaching License.

Student teachers will be available to assist mentor teachers in routine duties related to instruction. These duties include, but are not limited to, teaching under the supervision of the mentor teacher, planning lessons, serving as classroom aides, grading papers, keeping records, playground and lunchroom supervision, providing tutorial instruction for students and small groups who need special help, and assisting in other co-teaching responsibilities. **Student teachers** shall not serve as substitute teachers when the classroom teachers are absent unless the student teacher holds a valid State of Ohio Substitute Teaching License.

All field candidates and student teachers will have current BCII/FBI Background Checks. Additionally, all field candidates and student teachers will have met the requirements of the MVNU Teacher Education Program prior to placement.

Guidelines for mentor teachers are available and will be supplied to mentor teachers. The University, each year, will provide one or more workshops for mentor teachers to better coordinate the School System/University effort to make this experience beneficial for all individuals involved from both

the University and the School System. Any mentor teachers unable to attend the workshop will meet individually with the University designated official to discuss the experience.

The University will provide Wadsworth City School District, with either a stipend or a voucher based on the School System's policy.

Undergrad or Graduate Field Mentors • \$30/\$35/\$50 Stipend (amount of stipend based on criteria in syllabus provided to mentors) • \$100 Voucher Vouchers are to be used towards any MVNU Class or Workshop only. Vouchers will expire 3 years after the date listed on the voucher.

Student Teaching Mentors • 5 to 7 weeks: \$125 Stipend or \$200 Voucher • 10 weeks: \$150 Stipend or \$200 Voucher • 12 to 14 weeks: \$250 Stipend or \$300 Voucher Vouchers are to be used towards any MVNU Class or Workshop only. Vouchers have 3 years to be used from the date recorded.
--

The stipends and vouchers shall be awarded at the conclusion of the **field** and/or **student teaching** experience when all completed forms required by the University have been submitted.

Payment to be made in the form of ☐ Stipend or ☐ Voucher (Please select one)
Compensation sent to:

Attention (name)

School District

Address

City, State, Zip

Remainder of page **intentionally left blank**; signature page to follow.

The Parties Mutually Agree:

This Agreement is subject to annual review, which shall be concluded by May 15 of each year by both the mentor School System and University. If neither party notified the other in writing of a desire not to renew this Agreement prior to the May 15 deadline, this Agreement will automatically be extended for the following school year.

This Agreement shall not be assigned by either Party without the express consent of the other Party.

FOR THE SCHOOL SYSTEM:
Wadsworth City School District

FOR THE UNIVERSITY

Superintendent of Schools or Designee
Wadsworth City School District

Dean of the Jetter School of Professional Studies
or Designee

DATE: _____

DATE: _____



Boundless Community Pathways, Inc.

**1065 Medina Road, Suite 300
Medina, OH 44256 330-596-1042**

SERVICE AGREEMENT

This Service Agreement (hereinafter this "Agreement") is by and between the Wadsworth City School District (hereinafter the "District"), and Boundless Community Pathways, Inc. (hereinafter "BCP"). The District and BCP are hereinafter jointly referred to as the "Parties" and, individually, as a "Party."

I. PURPOSE.

This Agreement is intended to establish a contractual relationship between the District and BCP pursuant to which BCP will provide services for students of the District as specified under the terms set forth in this Agreement.

II. TERM.

This Agreement is effective October 19, 2020, and will remain in effect through October 18, 2021, unless terminated as provided within this Agreement, or extended in a writing agreed upon by the Parties and appended hereto.

III. AUTHORITY TO CONTRACT.

Each Party assures it possesses legal authority to contract concerning the contractual obligations referenced in this Agreement.

IV. CONSIDERATION AND SERVICES PROVIDED.

In consideration of the promises, each to the other, herein contained and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. BCP'S Services and Additional Responsibilities.

BCP shall have sole approval discretion when determining the appropriateness of providing services to students being referred by the District for services covered by this Agreement, and for determining the appropriateness of maintaining such services.

1. BCP shall provide work transitional services which includes employment skills and social development, training assessments, job exposures, and volunteer opportunities.
2. BCP shall provide data regarding student progress and services demonstrating compliance with the participating students' Individualized Education Programs.
3. BCP shall provide transportation services to/from its program location(s) and community work sites, utilizing ODE compliant vehicles.
4. BCP shall arrange for students to be paid at least commensurate wage for actual work performed.

B. The District's Responsibilities.

1. Compensation for Services.

The District shall pay BCP for services rendered as described in Section IVA, above, as follows for each student served:

- Acuity A is 1:12 supervision levels and is \$41.50 per day or \$7.54 per hour
- Acuity B is 1:6 supervision level and is \$74.75 per day or \$14.35 per hour
- Acuity C is 1:3 supervision level and is \$124.50 per day or \$22.63 per hour
- Transportation to and from student's home at \$19.70 per one-way trip

Acuity will be determined by the DODD Acuity Assessment Instrument (AAI) is the standardized instrument used by the Ohio Department of Developmental Disabilities (Department) to assess the relative needs and circumstances of an individual compared to other adults in a non- residential setting. This assessment will be completed with input from both parties, or by the County Board of Developmental Disabilities. Notwithstanding any other provision of this Agreement, pursuant to the Department's pandemic reimbursement rates, BCP will bill at the Acuity C rate for all persons receiving center-based day services from BCP under this Agreement, during the period in which BCP is operating under state and/or local pandemic restrictions.

BCP agrees to invoice the District for this compensation monthly. The itemized

invoice will be submitted by the fifteenth of the month following the completion of the services rendered. Payment for services will be made by the Board to BCP by the fifteenth of the next month.

2. Referrals.

The District shall make referrals to BCP of students eligible for services under this Agreement.

3. Consents.

The District shall secure all required parental/guardian consents for services under this Agreement and provide said consents to the BCP.

4. Liaison.

The District shall provide a liaison to BCP who will provide and locate needed information or administrative consultation and support, as needed.

5. IEP Team.

The District shall include BCP as a member of the IEP team of any student receiving services under this Agreement.

6. District of Residence.

The District hereby confirms that it is the district of residence for each student receiving services under this Agreement.

7. Additional Therapy Assessments/Services.

The District shall additionally, by separate agreement, contract for and authorize BCP to provide such additional therapy assessments or therapy services that the Parties agree may be needed for students receiving services under this Agreement.

- C. BCP, and any service provider supplied by BCP to perform the services specified in this Agreement, shall perform those services in accordance with BCP's and/or the service provider's own methods and will be subject to the control of the

District only as to the end product or final result of such services, not as to the means whereby it is to be accomplished.

V. INDEPENDENT CONTRACTOR RELATIONSHIP.

It is agreed that the legal relationship between BCP and the District, and between BCP's service provider(s) and the District, is of a contractual nature. Both BCP and the District assert and believe that BCP and the individual service providers it supplies to the District to perform the services specified in this Agreement are acting as independent contractors to the District in providing those services. BCP and its individual service providers are at all times acting as an independent contractor and not as officers, agents, assigns, or employees of the District and shall not be considered employees of the District with respect to any federal, state, or local laws. As an independent contractor, BCP and its officers and employees and individual service providers are not entitled to any current or future benefits provided to employees of the District, except as otherwise provided in this contract. Further, the District shall not be responsible for withholding of social security, federal and/or state income tax, or unemployment compensation from payments made by the District to BCP.

VI. BACKGROUND CHECKS.

BCP shall obtain Bureau of Criminal Investigation criminal background checks for any employees that will be working with persons served while performing services under this Agreement. These checks shall satisfy applicable statutory and administrative requirements. BCP shall not assign any employee to perform duties pursuant to this Agreement who has a disqualifying offense under applicable statute or regulation. BCP shall pay the costs of obtaining background checks and it shall, upon request, provide the District with proof that it has complied with this requirement.

VII. INSURANCE.

BCP shall acquire and be responsible for maintaining liability insurance in the amount of \$1 million per incident and \$3 million annual aggregate. This insurance shall cover acts of the BCP service providers performing services under this Agreement with minimum limits of \$1 million per occurrence and \$3 million annual aggregate limit. The District will maintain customary comprehensive general liability insurance. Each Party shall provide the other with proof of such insurance coverage promptly upon the request by the other.

VIII. ASSIGNMENT.

Neither this Agreement nor any rights or responsibilities shall be assigned or otherwise transferred by either Party without the prior written consent of the other.

IX. SUBCONTRACTING.

Except as otherwise provided in this Agreement, none of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the District. All approved subcontracts must conform to applicable requirements set forth in this Agreement.

X. VENUE AND CHOICE OF LAW.

This Agreement shall be interpreted under and governed by Ohio law. Venue for judicial or arbitral construction shall only be proper in Medina County, Ohio.

XI. WAIVER OF BREACH.

If either Party waives a breach of this Agreement by the other Party, that waiver will not operate or be construed as a waiver of later similar breaches. The failure or delay of the District or BCP to enforce any rights under this Agreement does not affect the District's or BCP's right at a later time to enforce such rights.

XII. TERMINATION OF AGREEMENT.

Without cause, BCP may terminate this Agreement at any time upon 30 days' written notice to the District. Without cause, the District may terminate this Agreement upon 30 days' written notice to BCP. If the District chooses to terminate, BCP will not be required to perform services beyond the date of termination of this Agreement. Notwithstanding anything contrary contained in this Agreement, BCP may terminate this Agreement upon two weeks' notice to the District should any of the following events occur:

- BCP's decision to terminate its business and liquidate its assets.
- Bankruptcy or Chapter 11 reorganization of BCP.
- The merger or consolidation of BCP with another company.

Prior to the expiration of this Agreement, BCP and the District may agree to replace this Agreement with a new agreement for services as determined by the Parties as a result of interim progress evaluations.

XIII. AMENDMENTS TO AGREEMENT.

The District and BCP may mutually agree to amend this Agreement. In order to effectuate an amendment, proposed changes must be ratified, if required, by both Parties in accordance with the legal requirements governing such ratification, reduced to writing, duly signed and attached to the original of this agreement. This Agreement shall be subject to renegotiation upon changes in federal or state laws or regulations to conform to any changes caused by amendments or revisions to those laws or regulations.

XIV. NOTIFICATION.

Notifications required pursuant to this Agreement shall be made in writing and mailed to the

addresses shown below. Such notification shall be deemed complete upon mailing.

THE DISTRICT:

Wadsworth City School District
524 Broad St.
Wadsworth, OH 44281

BCP:

Boundless Community Pathways, Inc.
1065 Medina Road, Suite 300
Medina, OH 44256

XV. SECTION HEADINGS.

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

XVI. DISPUTE RESOLUTION.

A. Negotiation.

If a dispute arises out of or relates to this Agreement, the Parties agree that senior management will try in good faith to settle the dispute within fourteen (14) calendar days thereafter before resorting to mediation administered by the American Arbitration Association under its Commercial Mediation rules.

B. Mediation and Arbitration.

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct negotiations of the Parties within the fourteen (14) calendar day period specified above, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation before a single mediator administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Once the Parties have invoked the mediation process, any Party may choose to discontinue that mediation process at any time and commence arbitration. However, the Parties may choose to continue to mediate, if mutually agreeable, notwithstanding the fact that they have commenced the arbitration process.

Upon the commencement of the arbitration process, the unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration

Rules. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof under the terms of Section X of this Agreement. At any time, the Parties may mutually agree to discontinue the dispute resolution procedures addressed in this Agreement.

C. Selection of Neutral.

Mediation hearings and arbitration hearings shall be conducted before a single neutral selected using the processes specified in the American Arbitration Association's Commercial Mediation Rules and Commercial Arbitration Rules, respectively.

In the case of mediation, the Parties will submit a Request for Mediation to the American Arbitration Association and the Association will choose and appoint a mediator to assist the Parties.

In the case of arbitration, the Parties will use the AAA's listing process pursuant to which the AAA administrator will provide each Party with a list of proposed arbitrators. Each Party will then strike any names they deem to be unacceptable, number the remaining names in order of preference, and return the list to the Association. The AAA will ask arbitrators to serve from among those names remaining on the list, in the designated order of mutual preference.

D. Authority of Mediator.

The mediator shall not have the power to issue a binding decision upon the Parties.

E. Authority of Arbitrator.

The power of the arbitrator shall be limited strictly to the interpretation, application or enforcement of the express terms of this Agreement. The arbitrator shall have no power to modify, change, add to or subtract from the express terms of this Agreement. The arbitrator shall only address the issue(s) presented by the Parties. The decision of the arbitrator shall be final and binding upon the Parties. The arbitrator will have no authority to award punitive damages or any other damages not measured by the prevailing Party's, or Parties', actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

F. Performance to Continue During Dispute.

Performance of this Agreement shall continue during dispute resolution proceedings. No payment due or payable by a Party shall be withheld on account of a pending reference to arbitration or other dispute resolution mechanism except

to the extent that such payment is the subject of such dispute.

G. Calculation of Time Limits.

The time limits set forth in this Section XVI of this Agreement shall be deemed to commence when the delivery of written notice by one Party to the other Party is complete indicating the existence of a dispute arising out of or relating to this Agreement, or the breach thereof. The Parties may extend any time limit specified in this Section XVI of this Agreement by mutual, written agreement.

XVII. PARTIES RESPONSIBLE FOR OWN ACTS.

Each Party shall be responsible for its own acts or failures to act in connection with the performance of this Agreement. Each Party to this Agreement agrees to be solely responsible for any negligent acts or negligent omissions by or through itself, its agents, employees, and contracted servants, and each Party further agrees to defend itself and themselves, and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one Party to another Party. Neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a part of this agreement.

XVIII. SEVERABILITY.

If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

XIX. FORCE MAJEURE.

No Party will be liable for any failure to perform as required by this Agreement, if the failure to perform is caused by circumstances reasonably beyond such Party's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, thefts, or other such occurrences. A Party affected by a Force Majeure event will exercise commercially reasonable efforts to mitigate damages to the other Party and to overcome the Force Majeure event, and will continue to perform its obligations under this Agreement to the extent it is able.

XX. WHOLE AGREEMENT.

This writing, consisting of nine (9) pages contains the entire Agreement between BCP and the District regarding BCP's provision of the services identified in this Agreement. All other

agreements between these Parties concerning this subject matter and contract term, whether written or oral, are void.

Witness our hands on the dates adjacent to our signatures:

WADSWORTH CITY SCHOOL DISTRICT

BY: _____
SIGNATURE TITLE DATE

BY: _____
SIGNATURE TITLE DATE

BOUNDLESS COMMUNITY PATHWAYS, INC.

BY: _____
SIGNATURE TITLE DATE

JOB DESCRIPTION

POSITION: **COORDINATOR OF SPECIAL EDUCATION**

RESPONSIBLE TO: Director of Student Services

DIRECTLY SUPERVISES: Staff members designated by the Director of Student Services, including but not limited to:

- a. Psychologists
- b. Speech Pathologists
- c. Related Service Provider
- d. Support Services

REQUIREMENTS:

Valid teaching license, pupil service license, and/or administrative certification

JOB GOALS:

To assist the Director of Student Services in the discharge of his/her duties in conformity with the philosophy and policies adopted by the local Board, the rules of the State Board of Education, and the provisions of law

To represent the Director of Student Services and the school system at meetings and programs

To assist in all areas to create an atmosphere conducive to quality education in the Wadsworth City Schools and all other duties as assigned

MAJOR AREAS OF RESPONSIBILITY:

- I. Personnel
- II. Curricular & Co-Curricular Programs
- III. Student Services & Supplementary Programs
- IV. Pupils
- V. Parents
- VI. Community

ILLUSTRATIONS OF KEY DUTIES IN EACH MAJOR AREA:

- I. Personnel
 - A. Supervise personnel designated by the Director of Student Services
 - B. Provide consultation service for staff members regarding educational problems and those related to all aspects of student services
 - C. Assist with in-service education in the areas of student services
- II. Curricular and Co-Curricular Programs
 - A. Serve as a consultant and make recommendations for the development or revision of programs for handicapped children

- B. Serve as a consultant in the development or revision of curricular and co-curricular programs

III. Student Services & Supplementary Programs

A. Special Education Services

1. Coordinate the district's special education programs and services
 - a. Attend SPED meetings based on building schedules
 - b. Facilitate Compliance Committee meetings throughout the year
 - c. Facilitate the Student Services Committee meetings, as needed
 - d. Attend monthly administrative meetings
2. Annually evaluate the special education services of the district and submit recommendations for improving the programs to the Director of Student Services
3. Prepare and communicate monthly SPED updates to the department in collaboration with the director
4. Maintain oversight of the following:
 - a. Scholarship Students
 - b. Home Instruction
 - c. Extended School Year Services
 - d. Transition Services - building-to-building, graduates, individual support
 - e. Technology Integration
5. Assist with compliance issues related to student services
6. Oversee comprehensive multi-factored evaluations of students suspected of having handicapping conditions
7. Provide support in special education classrooms

IV. Pupils

- A. Serve as child advocates in regard to special and regular programs
- B. Provide services for pupils when appropriate and requested by administration

V. Parents

- A. Provide consultation services for parents in regard to handicapped children and those in regular programs
- B. Participate in parent conferences when requested by building principal or other appropriate staff
- C. Assist parents in contacting appropriate community agencies for services to handicapped children and those in regular programs

- D. Seek input from parents regarding building and system operations
- F. Keep parents informed with reference to the system goals, operations and needs

VI. Community

- A. Collaborate with community agencies, other professional organizations, and appropriate other parties in promoting services for all children



ADMINISTRATOR BENEFIT PROVISIONS

AUGUST 1, 2020 TO JULY 31, 2023

ADMINISTRATOR BENEFIT PROVISIONS

Table of Contents

DECLARATION	4
SALARY RANGES AND WORK DAYS PER YEAR	5
ADMINISTRATORS SCHEDULES	6
ANNUITIES	7
DISCIPLINARY PROCEEDINGS	7
CELL PHONES	7
COMPENSATION SYSTEM (YEARLY)	7
CONCEPT	7
HIRING SALARIES/HOURLY RATE	8
ATTAINMENT OF PERFORMANCE GOALS	8
SALARY/HOURLY RATE STRUCTURE ANALYSIS	8
RATIONALE	8
EVALUATION OF ADMINISTRATORS	9
HOLIDAY PAY	10
FBI CHECK	10
INSURANCE	10
GENERAL PROVISIONS	10
PREFERRED PROVIDER ORGANIZATION (PPO)	11
WELLNESS RIDER	15
TERM LIFE INSURANCE	17
ACCIDENTAL DEATH AND DISMEMBERMENT	17
PROFESSIONAL LIABILITY INSURANCE	17
DENTAL INSURANCE	18
PHYSICAL EXAMINATION	21
LEAVE PROVISIONS	21
SICK LEAVE	21
EXTENDED ILLNESS LEAVE	23
PERSONAL LEAVE	24

ADMINISTRATOR BENEFIT PROVISIONS

PAID ADOPTION LEAVE	25
JURY DUTY	25
LEAVE PURSUANT TO SUMMONS OR SUBPOENA	25
ASSAULT LEAVE	26
PROFESSIONAL LEAVE	28
UNPAID CHILD CARE LEAVE	28
OTHER UNPAID LEAVES	29
FAMILY AND MEDICAL LEAVE	29
BENEFITS WHILE ON LEAVE	29
MILITARY LEAVE	30
MILEAGE REIMBURSEMENT	30
PAYROLL PRACTICES	30
PERSONNEL FILES	31
PROFESSIONAL ORGANIZATION MEMBERSHIP	31
RETIREMENT BENEFITS	31
EMPLOYER PICK UP RESOLUTION	31
SEVERANCE PAY	32
VACATION DAYS	34
WADSWORTH CITY SCHOOLS EVALUATION INSTRUMENT	35

ADMINISTRATOR BENEFIT PROVISIONS

DECLARATION

The following benefit provisions apply to all those persons employed by the Board of Education under the proper administrative certification and officially classified as an “Administrator.” The following positions are classified as Administrators for the purpose of this Administrator Benefit Provision and will be referred to as “Administrators” from this point on:

High School Principal
Middle School Principal
Intermediate School Principal
Elementary School Principals
Associate High School Principal
Assistant High School Principal
Assistant Middle School Principal
Assistant Intermediate School Principal
Assistant Superintendent
Director of Student Services
Director of Instruction and Professional Development
Director of Technology
Athletic Director
Coordinator of Testing, Assessment and Data
Coordinator of Special Education

ADMINISTRATOR BENEFIT PROVISIONS

SALARY RANGES AND WORK DAYS PER YEAR

	2020-2021		2021-2022		2022-2023		
Position	Low	High	Low	High	Low	High	Days
Assistant Superintendent	\$118,925	\$135,016	\$121,898	\$138,391	\$125,555	\$142,543	260
Director of Instruction & Professional Development, Director of Student Services, High School Principal	\$116,875	\$132,966	\$119,796	\$136,290	\$123,390	\$140,379	260
Associate High School Principal	\$107,953	\$124,185	\$110,652	\$127,290	\$113,971	\$131,108	260
Intermediate School Principal, Middle School Principal	\$105,320	\$121,156	\$107,953	\$124,185	\$111,191	\$127,910	220
Elementary Principal (Pre K- 4), High School Assistant Principal, & H.S. Athletic Director	\$98,648	\$114,562	\$101,114	\$117,426	\$104,148	\$120,949	210, 220, 260
Middle School Assistant Principal, & Coordinator of Testing, Assessment and Data & Coordinator of Special Education	\$89,982	\$105,104	\$92,231	\$107,731	\$94,998	\$110,963	210, 206, 220
Intermediate School Assistant Principal	\$85,731	\$98,738	\$87,874	\$101,207	\$90,511	\$104,243	206
Director of Technology	\$84,227	\$97,004	\$86,333	\$99,429	\$88,923	\$102,412	260

ADMINISTRATOR BENEFIT PROVISIONS

ADMINISTRATORS SCHEDULES

The work year and minimum office hours for Administrators are as follows:

Position	Vacation Days*	Hours During School Year	Summer Hours
High School Principal	24	7:15 a.m.-3:45 p.m.	7:30 a.m.-4:00 p.m.
Middle School Principal	0	6:45 a.m.-3:15 p.m.	7:30 a.m.-4:00 p.m.
Central Intermediate School Principal	0	7:45 a.m.-4:15 p.m.	7:30 a.m.-4:00 p.m.
Elementary Principal (All)	0	7:45 a.m.-4:15 p.m.	7:30 a.m.-4:00 p.m.
Associate High School Principal	24	7:15 a.m.-3:45 p.m.	7:30 a.m.-4:00 p.m.
Assistant High School Principal	0	7:15 a.m.-3:45 p.m.	7:30 a.m.-4:00 p.m.
Assistant Middle School Principal	0	7:15 a.m.-3:45 p.m.	7:30 a.m.-4:00 p.m.
Assistant Intermediate School Principal	0	7:45 a.m.-4:15 p.m.	7:30 a.m.-4:00 p.m.
Assistant Superintendent	24	7:30 a.m.-4:00 p.m.	7:30 a.m.-4:00 p.m.
Director of Student Services	24	7:30 a.m.-4:00 p.m.	7:30 a.m.-4:00 p.m.
Director of Instruction and Professional Development	24	7:30 a.m.-4:00 p.m.	7:30 a.m.-4:00 p.m.
Athletic Director	24	7:15 a.m.-3:45 p.m.	7:30 a.m.-4:00 p.m.
Coordinator of Testing, Assessment and Data & Coordinator of Special Education	0	7:30 a.m.-4:00 p.m.	7:30 a.m.-4:00 p.m.
Director of Technology	24	7:30 a.m.-4:00 p.m.	7:30 a.m.-4:00 p.m.

*Eighty (80) hours of unused vacation can be carried over to the next school year. New balances for vacation begin August 1 of each year.

ADMINISTRATOR BENEFIT PROVISIONS

ANNUITIES

Administrators can request to participate in the annuities program provided such program is with any insurer licensed to do business in the State of Ohio. The cost of annuities will be reduced from the annual salary and the difference will be reported on earnings for tax purposes.

DISCIPLINARY PROCEEDINGS

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

CELL PHONES

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

\$15/month for cell phone minute package; \$35/month for data package; \$600 total annually. An additional \$100 will be paid for device reimbursement in every odd number year.

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 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.

ADMINISTRATOR BENEFIT PROVISIONS

HIRING SALARIES/HOURLY RATE

The determination of the appropriate starting salary or hourly rate for new hires will be made by the Superintendent. Starting salaries or hourly rates should be at, or toward, the minimum of the assigned salary or hourly rate range (as found in the appropriate Benefit Provision Manual). 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 Board of Education 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 Superintendent, 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.

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 Board of Education.

ADMINISTRATOR BENEFIT PROVISIONS

EVALUATION OF ADMINISTRATORS

The Superintendent will institute and maintain a comprehensive program for the evaluation of administrative personnel. Administrative personnel include directors, principals, assistant principals, and any other administrative or supervisory personnel not included in an employee negotiating unit.

The purpose of an Administrator Evaluation will be to assess the performance of Administrators and to provide information upon which to base employment and personnel decisions. Evaluation should also assist Administrators 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 Administrator (See Appendix A for administrators not following the OPES evaluation system). Evaluations will be made by the person to whom the Administrator is immediately responsible. The results of the evaluation will be put in writing and discussed with the Administrators by the person who makes the evaluation. 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 Administrator 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 the central office. Information gathered and written evaluative documents used in retention, promotion or termination of an Administrator will be accessible to the person concerned or his/her representative.

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

ADMINISTRATOR BENEFIT PROVISIONS

HOLIDAY PAY

Administrators that work 260 days are entitled to 11 ~~10~~ paid holidays as follows:

1. New Year's Day
2. Martin Luther King Day
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving Day
8. Christmas Day
9. Good Friday (will be a paid holiday in years when school is not in session on that day)
10. Christmas Eve
11. New Year's Eve

FBI CHECK

The Board shall pay for the cost of any FBI check necessitated by licensure renewal provided the Administrator completes 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 Administrators shall include the insurance benefits provided herein. Administrators who are scheduled to work less than seventy-five percent (75%) of full-time shall not be eligible for insurance benefits.

B. Copy of Certificate of Insurance

Administrators 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, Administrators will receive a written description, prepared by the

ADMINISTRATOR BENEFIT PROVISIONS

carrier, of such amendments and/or changes. This written description shall be provided within sixty (60) days of the amendment and/or changes.

2. An Administrator hired during the term of this agreement shall, at the time of the signing of his/her administrative contract, receive a written description of all insurance coverages in effect at that time.

D. Full-Time Administrator Defined

Regular, full-time Administrators include only those who regularly work more than seventy-five percent (75%) of an Administrators workday and workweek.

E. Distribution of Insurance Cards

Each Administrator shall be issued a current insurance card.

PREFERRED PROVIDER ORGANIZATION (PPO)

A. Right to Coverage

1. Administrators may obtain coverage for himself/herself, and, if applicable, his/her dependent(s) in accordance with established eligibility requirements by applying for coverage and providing all information reasonably requested by the Treasurer to establish eligibility of the Administrator and his/her dependent(s).
2. The coverage shall meet or exceed the specifications listed below.
3. When the Board solicits bids for its insurance program, Administrators shall participate in reviewing bid specifications and bids.

B. Method of Payment/Insurance Premium Share

Administrators and the Board of Education shall pay a portion of the monthly premium. The Administrator will pay 11.0% and the Board will pay 89.0% of the plan costs.

ADMINISTRATOR BENEFIT PROVISIONS

C. Summary of Benefits

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

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		

ADMINISTRATOR 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%

ADMINISTRATOR 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.

ADMINISTRATOR 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)

ADMINISTRATOR 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.

(3) For each year after 2018, employees who voluntarily participated in the immediately preceding prior onsite biometric screening or physician directed

ADMINISTRATOR 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 Fifty Thousand Dollars (\$50,000) for each regular, full-time Administrator 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 Administrator to purchase additional amounts of coverage through payroll deduction, provided the number electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company. The Board may insist that the amount of such additional coverage shall be Fifty Thousand Dollars (\$50,000) or One Hundred Thousand Dollars (\$100,000), at the option of the Administrator. The right to purchase such additional coverage is subject to availability and to all requirements imposed by the insurance carrier.

ACCIDENTAL DEATH AND DISMEMBERMENT

A. Right to Coverage

Full-time Administrators can purchase Voluntary Accidental Death and Dismemberment (AD&D) insurance coverage. You may elect either \$50,000 or \$100,000 of Voluntary AD&D coverage for yourself. This coverage will end when employment terminates.

B. Method of Payment

The Board will deduct all or part of the premium through payroll deductions.

PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance shall be provided by the District.

ADMINISTRATOR BENEFIT PROVISIONS

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 which meets the specifications set forth in this section for each full-time Administrator, now or hereinafter employed, and his/her family. The Board shall maintain the current Usual and Customary Rate (UCR) percentile for services out of the PPO network.

B. Method of Payment of Coverage

The full cost of such insurance shall be paid by the Board.

C. Right to Change Coverage Status

Administrators may change the coverage status (Single or Family) effective the first (1st) of any month or during the open enrollment period during the month of June, subject to the rules and regulations of the carrier.

D. Specifications of Coverage

Delta Dental PPO (Point-of-Service) Summary of Dental Plan Benefits For Group# 1151-5000, 5091

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%

ADMINISTRATOR BENEFIT PROVISIONS

Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Emergency Palliative Treatment – to temporarily relieve pain	80%	80%	80%
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Major Services			
Major Restorative Services – crowns	70%	70%	70%
Relines and Repairs – to bridges, implants, and dentures	70%	70%	70%
Prosthodontic Services – bridges, implants, and dentures	70%	70%	70%
Orthodontic Services			
Orthodontic Services – braces	60%	60%	60%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Periodontal maintenance procedures are not a Covered Service for people under age 16.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Space maintainers are payable once per area per lifetime for people up to age 16.
- Bitewing X-rays are payable twice per calendar year for people under age 19 and once per calendar year for people age 19 and older. Full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. Vertical bitewing X-rays are payable once in any three-year period.
- Four periapical and two occlusal X-rays are payable per calendar year.
- Sealants are payable twice per tooth per lifetime for the occlusal surface of first and second permanent molars up to age 16. The surface must be free from decay and restorations.
- Crowns, inlays and onlays are Covered Services for people age 16 and older once in any five-year period. Recementation of crowns, inlays and onlays are payable once per lifetime for people age 16 and older. Prefabricated crowns are Covered Services on primary teeth.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Root canal treatment is payable once per tooth per lifetime. Retreatment of a previous root canal is payable once per tooth per lifetime.

ADMINISTRATOR BENEFIT PROVISIONS

- 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 relines and rebase of dentures are payable once in any calendar year. Lab relines and rebase of dentures are payable once in a three-year period. Adjustments of dentures are payable once in any calendar year.
- Recement of bridges is payable once per lifetime. Repair of bridges is payable once in any five-year period.
- Implants and implant related services are payable once per tooth in any five-year period.
- Emergency palliative treatment is a Covered Service twice in any calendar year. Consultations (by other than the treating dentist) are Covered Services once in any calendar year. Occlusal guards and occlusal adjustments are not Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$3,000 per person total per Benefit Year on all services except orthodontics. \$1,500 per person total per lifetime on orthodontic services.

Deductible – \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$50 per family per Benefit Year. The Deductible does not apply to oral exams, preventive services, consultations, office visit for observation, X-rays, brush biopsy, sealants, and orthodontic services.

Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the Deductible for that benefit year will also be applied to the Deductible for the following Benefit Year.

The Deductible met under the previous carrier for the period January 1, 2014 through June 30, 2014 will be applied to the 2014 calendar year Deductible with Delta Dental. It is the Subscriber's responsibility to provide Delta Dental with adequate documentation of the Deductible met under the previous carrier.

Waiting Period – Employees who are eligible for dental benefits are covered as identified in your contract with the school district.

Eligible People – All eligible contracted employees of the school district who elect the dental plan. The Contractor and Subscriber share the cost of this plan.

Also eligible at your option are your legal spouse and your dependent unmarried children to the end of the month in which they turn 26 if eligible to be claimed by you as a dependent under the U.S. Internal Revenue code during the current calendar year. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or

ADMINISTRATOR BENEFIT PROVISIONS

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.

PHYSICAL EXAMINATION

The Board will pay balance not covered by an Administrator's Medical Health Insurance of an Administrator's physical examination if requested by the Board.

LEAVE PROVISIONS

SICK LEAVE

A. Accumulation

An Administrator shall be allowed to accumulate Sick Leave credit to the maximum of three hundred four (304) days. Any member who retires under STRS/SERS and returns to employment in the District shall accumulate sick leave as prescribed in this section of the Agreement, with the understanding there will be no carryover of sick leave from service that predates their STRS/SERS retirement. Administrators shall be eligible for all Leave Provisions listed in this section.

B. Annual Allowance

Administrators shall be granted sick leave on the following basis: one and one quarter (1 1/4) days for each completed month of service or fifteen (15) days for each completed year of service.

C. Notification of Accumulated Days

Administrators shall receive accurate notification of his/her accumulated Sick Leave with each pay.

D. Advance

An Administrator whose Sick Leave has been exhausted shall be credited with five (5) days of Sick Leave. These five (5) days or any portion thereof may be used at any time in case the Administrator is unable to work because of any of the

ADMINISTRATOR BENEFIT PROVISIONS

prescribed reasons for the use of Sick Leave and the Administrator has not accumulated a sufficient amount of Sick Leave.

E. Use of Sick Leave

1. Sick Leave with pay may be used for the following reasons:
 - a. For absence of the Administrator due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others.
 - b. For absence of the Administrator due to illness, injury, or death in the immediate family of said Administrator.
 - c. An Administrator may use accrued Sick Leave for pregnancy, as provided in the Ohio Revised Code. Absent medical verification of a need for a longer leave, the use of sick leave for pregnancy and/or childbirth will not exceed six (6) weeks from the date of delivery or eight (8) weeks from the date of delivery for a caesarean section, when documentation of the caesarean section has been provided.
 - d. For care of a spouse with a newborn baby up to a maximum of five (5) days. If an Administrator requires more than five (5) days, he/she will provide written documentation to the Superintendent upon return to work.
 - e. A maximum of two (2) days related to the birth of a child of an immediate family member.
 - f. For death of an aunt or uncle up to a maximum of two (2) days. If an Administrator requires more than two (2) days, he/she may use personal leave.
2. Sick Leave with pay may not be used for:
 - a. Child care;
 - b. Grandchild care.
3. Administrators will not be charged sick leave on non-work days.
4. Administrators utilizing sick leave shall not be required to give the reason, except that they are in compliance with the proper use of sick leave listed in this section. Notwithstanding this provision, an Administrator may be

ADMINISTRATOR BENEFIT PROVISIONS

required to provide reasons if there is an investigatory meeting because of suspected misuse, abuse, or unauthorized use of sick leave.

5. Any misuse, abuse, or unauthorized use of sick leave will result in disciplinary action up to and including termination.

F. Immediate Family Defined

The “immediate family” shall be defined as follows:

1. Spouse of the Administrator;
2. Children and grandchildren of the Administrator or his/her spouse;
3. Parents and stepparents of the Administrator or his/her spouse;
4. Brother(s) and sister(s) of the Administrator or his/her spouse;
5. Grandparents of the Administrator or his/her spouse;
6. Son-in-law and daughter-in-law of the Administrator or his/her spouse; and
7. In the event of death, “immediate family” also includes aunts and uncles.
8. Any person in loco of the above (e.g. anyone residing in the same home with the Administrator or any relative who clearly stands in the same relationship with the Administrator as any of those so specified). An Administrator must provide a written description of the facts on the District absence report form supporting the in loco situation.

EXTENDED ILLNESS LEAVE

An Administrator unable to perform satisfactorily because of personal illness or an illness in the immediate family may be granted a leave of absence without pay for the remainder of the school year.

Application for such leave must be accompanied by a statement from the attending physician setting forth the nature of the illness or disability. In the instance of personal illness, the physician's statement must include a definite recommendation that the Administrator be relieved of duties. In the event of a leave as a result of illness of a member of the immediate family, the physician's statement must indicate the need for the Administrator's absence.

ADMINISTRATOR BENEFIT PROVISIONS

Application for reinstatement from such leave must be made in writing and, in the event of a requested return from a Personal Illness Leave, must be accompanied by a health care provider's certification for return to work.

PERSONAL LEAVE

A. Right to Leave

1. Administrators shall be eligible for three (3) unrestricted days per school year.
2. Administrators 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 the Administrators completing and delivering to the Superintendent or designee, the prescribed form at least three (3) days in advance of the anticipated absence. If circumstances make advance notice impossible, the Administrator shall notify the Superintendent or designee of his/her intent to use Personal Leave as soon as practicable.

C. Purpose of Leave

It is the intent of this Section to provide Administrators 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 Administrators may wish to request personal leave. Such requests shall be made to the Superintendent in writing, who may grant the personal leave on a paid or unpaid basis or may deny the request.

F. An Administrator who abuses personal leave will be subject to discipline, up to and including termination.

G. An Administrator will be reimbursed one-hundred fifty dollars (\$150.00) for each unused personal leave day(s) by June 30 of each year. If the Administrator desires to have unused personal leave converted to sick leave in lieu of receiving one-hundred fifty dollars (\$150.00) for each unused personal leave day, he/she must submit a letter to the Treasurer's office by June 15.

ADMINISTRATOR BENEFIT PROVISIONS

PAID ADOPTION LEAVE

A. Adoptions in the United States

An Administrator 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 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, an Administrator will be able to use accumulated sick leave for up to a total of twenty (20) days, which may be taken after the Board receives documentation of the adoption. Such leave must be taken within a 12-month period, during which period custody is received. Further, accumulated sick leave may be used for up to a total of ten (10) days for the adoption process, prior to receiving custody of the child. The scheduling of leave for the adoption process will be arranged between the Administrator 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. Administrators will not be charged adoption leave on non-work days.

JURY DUTY

A. An Administrator shall be granted time off for jury duty actually served during the workday and shall suffer no loss of pay or benefits. The Administrator may keep any payment received for jury duty. Documentation received from the court confirming jury duty actually served must be submitted with the absence form.

B. Time spent on jury leave will not be charged against any other leave provision.

LEAVE PURSUANT TO SUMMONS OR SUBPOENA

A. Right to Leave for a Summons or Subpoena

Any Administrator who is summoned or subpoenaed for a job-related issue shall be granted leave with no loss of pay or other benefits for days missed by reasons of the summons or subpoena. In the event a subpoena will be issued on behalf of the

ADMINISTRATOR BENEFIT PROVISIONS

Board, the Administrator obtaining the subpoena must give at least five (5) calendar days notice prior to the hearing. A summons or subpoena issued because of a student's custody issue is considered to be job related. An Administrator receiving a subpoena to appear as a witness for a non-job related issue shall be eligible for leave under this section. A copy of the subpoena, once served, will be included with the leave form.

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 Administrator has exhausted his/her personal leave, and is summoned for something that is not job-related, leave pursuant to summons or subpoena may be used in order to comply with the summons.

C. Leave Not Covered

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

ASSAULT LEAVE

A. Right to Leave

An Administrator 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 Administrator delivering to the Business Office 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 Administrator to cooperate with the Board if the Board chooses to pursue legal action against the assailant(s).

C. Rights While On Leave

1. Except as noted under restrictions below, an Administrator on Assault Leave shall be maintained on full pay status during the period of his/her leave.

ADMINISTRATOR BENEFIT PROVISIONS

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 of this Article.
3. An Administrator will not be charged assault leave on non-work days.

D. Length of Leave

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

E. Restrictions

1. If medical attention is required, the Administrator shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
2. The Administrator must file a Workers Compensation claim with the Business Office. The pay of a member on Assault Leave shall be reduced by the amount received by him/her, if any, for Workers' Compensation as a benefit to cover loss of pay resulting from the injury. However, the Administrator's pay shall not be reduced by benefits received from Workers' Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.
3. If an Administrator 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 Administrator to obtain the opinion of a second healthcare provider designated by the Board. If the second opinion is in conflict with the Administrator's first medical verification, the Board may request, at the Board's expense, that the Administrator 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.

F. Verbal Assault Leave

An Administrator not physically assaulted but who is emotionally distraught due to a threat of physical injury that is direct, specific and plausible will receive up to two (2) days off without loss of pay, as long as the member reports the threat to the police.

ADMINISTRATOR BENEFIT PROVISIONS

PROFESSIONAL LEAVE

- A. Professional Leave of Absence may be granted annually to Administrators for the purpose of attending workshops or other professional meetings each year.
- B. The term "Professional Leave" is not to include days when an Administrator accompanies students to meetings, competitions, or other student activities.
- C. The Board shall pay the portion of the pre-approved receipted expenses as stipulated on the Professional Leave Application form for fees, meals, lodging, and transportation, incurred by Administrators who attend workshops, seminars, conferences, or other professional improvement sessions which have the advance approval of the Superintendent or designee for the particular purpose of professional improvement to the school system and/or to the individual participating.
- D. Such authorization for attendance will need prior approval by the Superintendent or designee. The Administrator shall receive his/her salary for those days he/she is absent from his/her assignment for such Professional Leave.

UNPAID CHILD CARE LEAVE

Following the conclusion of any pregnancy-related disability; or in the event any Administrator adopts a child and such child is less than one (1) year of age at the time of adoption; or, with respect to a father, following the birth of a child; the Administrator may apply for permission to take Parental Leave. Requests for permission to take Parental Leave must be made to the Superintendent at least twenty (20) days prior to the date on which the parental leave is to begin. Notification for leave in the case of adoption shall be given as soon as possible prior to receiving custody of the child. Parental Leave shall be granted upon request, provided that the following conditions are met:

- A. Unpaid child care leave and the absence (if any) charged to sick leave shall not exceed six (6) months.
- B. The Administrator must state specifically in writing at the time Parental Leave is requested, the length of such requested leave and the date on which the Administrator will be available to return to work.
- C. Parental Leave will not exempt an Administrator from decisions regarding contract renewals relating to Administrator's appraisal and/or staff reduction under this Agreement. If Parental Leave is granted, and upon return of the Administrator from Parental Leave, he/she will be assigned to his/her prior position, if available, or a position as nearly equal to that which had been previously occupied.

ADMINISTRATOR BENEFIT PROVISIONS

- D. Insurance benefits and other fringe benefits under this Agreement shall not apply during the period of a parental leave.
- E. In the event an Administrator does not return to work at the time indicated in his/her request for Parental Leave, said Administrator will forego any rights to reinstatement.

OTHER UNPAID LEAVES

The Board may, at its discretion, grant other leaves as are authorized by the Ohio Revised Code.

FAMILY AND MEDICAL LEAVE

Administrators may take up to twelve (12) workweeks of unpaid leave ("FMLA Leave") in any school year (August 1 through July 31) for one (1) or more of the following circumstances:

- A. The birth of an Administrator's child and to care for the child up to age one (1);
- B. The adoption or foster care of a child, up to twelve (12) months after placement;
- C. To care for the spouse, child, or parent of an Administrator when that family member has a serious health condition;
- D. The Administrator's inability to perform the functions of the position because of the member's own serious health condition.

To be eligible for FMLA Leave, the Administrator must have worked for Wadsworth City Schools for at least twelve (12) months met the FMLA's 1250-hours-worked requirements before the leave request.

BENEFITS WHILE ON LEAVE

With the exception of FMLA leave, no benefits that result in an expense to the Board will be provided to any Administrator while on a leave of absence without pay. When a group insurance policy permits, an Administrator on an unpaid leave of absence may continue to participate in such insurance benefits by advance payment of the cost of such benefits as determined by the insurance carriers or Plan Administrator but no more than one hundred two percent (102%) of the total cost of the benefit.

MILITARY LEAVE

ADMINISTRATOR BENEFIT PROVISIONS

An Administrator who is a member of a reserve component of the Armed Forces of the United States and/or the State of Ohio shall be granted leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service or field training or active duty for periods not to exceed one hundred seventy six (176) hours in any one (1) calendar year. Bargaining unit members called to active duty in the uniformed services for longer than a month in a calendar year are entitled to leave and pay as set forth in Ohio Revised Code Section 5923.05. The District and the Administrator shall continue to contribute to the State Teachers Retirement System (STRS) based on the amount of compensation actually paid to the Administrator during the military leave of absence, subject to any subsequent legislative enactment.

An Administrator shall be granted a leave without pay when he/she leaves the employment of the Board and within forty (40) days thereafter enters the Armed Forces of the United States. An Administrator shall be reemployed following such leave if application is made in writing within ninety (90) days of discharge, other than a dishonorable discharge, from active duty. Reemployment shall be under the same type of contract as was formerly held and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the beginning of the next semester.

Sick leave is not accumulated during the period of military leave.

MILEAGE REIMBURSEMENT

The Board will reimburse Administrators for the use of his/her personal vehicle in connection with travel directly related to school business, unless the Board has notified Administrators that the district-owned pool car must be used if available. Such reimbursement mileage will exclude daily travel to and from home. Required attendance at meetings and functions outside of the school district shall be considered reimbursable mileage. Such reimbursement shall be paid at the prevailing IRS rate upon monthly statements signed by the Superintendent and Treasurer.

PAYROLL PRACTICES

Administrators will receive their salary in twenty-six (26) biweekly substantially equal pays. All administrators will have their paychecks issued via direct deposit and will receive an email notice.

ADMINISTRATOR BENEFIT PROVISIONS

PERSONNEL FILES

Administrators 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.

PROFESSIONAL ORGANIZATION MEMBERSHIP

The Board will pay for each administrator up to five hundred dollars (\$500.00) for professional organization membership(s) each year.

RETIREMENT BENEFITS

EMPLOYER PICK UP RESOLUTION

Wadsworth City Schools Administrative Employees shall be entitled to the “fringe benefit pick up” which means the Wadsworth City Board of Education will pay the 10% retirement contribution to STRS or SERS on behalf of the Administrative Employee, in accordance with Code Section 414(h)(2). The amount of the fringe benefit pick up shall not be considered part of the employee’s total annual salary for any purpose.

However, administrative employees with 10 or more years of service in the Wadsworth City School District may elect to receive pick up on the pick up. These picked-up employee contributions are in lieu of payments by the employee and shall be paid by the Board as a fringe benefit in addition to the contract salary otherwise payable to the employee. These contributions shall be treated as additional compensation and included in salary for retirement purposes.

The following employees are the Covered Administrative Employees:

High School Principal
Middle School Principal
Intermediate School Principal
Elementary Principal (Pre K- 4)
Assistant and Associate High School Principals
Assistant Middle School Principal
Assistant Intermediate School Principal
Assistant Superintendent
Director of Student Services
Director of Instruction and Professional Development
Director of Technology
Athletic Director
Coordinator of Testing, Assessment and Data

ADMINISTRATOR BENEFIT PROVISIONS

Coordinator of Special Education

SEVERANCE PAY

If the Board determines that a HSA is a legal option for an employee's severance pay, a committee will be formed to determine which company will administer the HSA. Members of the committee will include three (3) members from the Association who are appointed by the Association and three (3) members of the administration who are appointed by the Superintendent. Other employee groups may also be represented on the committee. President/Co-Presidents of any Associations represented on the committee and the Superintendent will be de-facto members of the committee. Once the selection is made and details of the HSA are finalized, the Association and Board will revise the Negotiated Agreement language in this section to reflect the HSA option.

A. Right to Severance Pay

An Administrator shall receive severance pay upon quitting his/her employment in the District and retiring providing he/she: (1) is approved for retirement benefits by the State Teachers Retirement System (STRS), or (2) is at least fifty (50) years old and has been employed at least ten (10) full years in the District, or (3) has fifteen (15) or more years service credit with the STRS and at least ten (10) full years of service in the District.

B. Calculation of Severance Pay

1. Severance pay shall be based on the rate of pay at the time of the Administrators last day of service.
2. Severance pay will be given for forty percent (40%) of the Administrator's accumulated sick leave at the time of resignation/retirement, up to forty percent (40%) of two hundred (200) days; i.e. a benefit of up to eighty (80) days.
3. If an Administrator does not have sufficient Sick Leave to qualify for maximum severance resigns or retires after fifteen (15) or more years' service in the District, then the severance pay to which he/she is entitled shall be supplemented by One Hundred Dollars (\$100.00) for each year of service in the District, provided that the total severance pay shall not exceed the eighty (80) day cap.

C. Method of Payment

ADMINISTRATOR BENEFIT PROVISIONS

1. The severance payment will be made in one (1) lump sum within ninety (90) calendar days of the last day under contract with the District provided the Administrator submits their 403(b) provider and account number to the Treasurer's Office. In the event the Administrator has not submitted his/her information to the Treasurer's Office within ninety (90) days, the severance payment will be made to the Administrator within twenty (20) days of receiving the information.
2. Notwithstanding anything in this Manual or Board policy to the contrary, in accordance with the terms of the "Severance Pay Deferral Program" described in section 3.4 (a) of the District's Section 403 (b) Plan (the "Section 403(b) Plan"), certain retiring Administrators shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "Designated Plan Contract"). Payment of such amounts under this section 3.4(a) of the Section 403(b) Plan shall be in lieu of payment of such amounts directly to the retiring Administrator; and no retiring Administrator shall have the option of receiving payment of such amounts directly in cash.
3. Any Administrator entitled to severance pay who is not an eligible participant (an eligible participant is defined as an Administrator who retires in or after the calendar year that includes the Administrator's 55th birthday) in the Severance Pay Deferral Program will continue to be eligible for any and all severance payments in accordance with this Manual. The Administrator may elect to defer such pay to a plan contract, as permitted by any related provision of the Section 403 (b) Plan.
4. All contributions to the Section 403(b) Plan, all deferrals to a Plan Contract, and all payments to Administrators, shall be subject to reduction for any tax withholding or other withholding that the Treasurer determines is required by law. The Board does not guarantee any tax results associated with the Section 403(b) Plan, deferrals, or payments made to an Administrator.
5. The provisions of Section 3.4(a) of the Section 403(b) Plan are hereinafter referred to as the Severance Pay Deferral Program. The terms of the Severance Pay Deferral Program shall include the following:
 - a. Participation in the Severance Pay Deferral Program shall be mandatory for all "Covered Employees." A Covered Employee shall be any Administrator who retires in or after the calendar year that includes the Employee's 55th birthday and thereby becomes entitled to "Severance Pay."

ADMINISTRATOR BENEFIT PROVISIONS

- b. For purposes of the Severance Pay Deferral Program, the term “Severance Pay” shall mean a payment that is attributable to the Covered Employee’s accrued but unused sick days. In addition, the Severance Pay must be payable no later than the last day of the fifth calendar year following the calendar year of the Covered Employee’s termination of employment on account of retirement.
- c. The Employer Contribution made on the behalf of the Covered Employee under the Severance Pay Deferral Program in each calendar year shall be in an amount equal to the lesser of:
 - (1) The total amount of the Covered Employee’s Severance Pay.
 - (2) The maximum contribution amount allowable under the terms of this Plan.
- d. The required Employer Contribution under the Severance Pay Deferral Program shall be made within the timeframes described in under the Administrator Benefit Provision Manual.
- e. To the extent that the Employer Contribution under the Severance Pay Deferral Program exceeds the maximum amount allowable under this Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January in subsequent calendar years, up to the maximum amount allowable under this Plan, for up to a maximum of five (5) calendar years after the calendar year of the Covered Employee’s retirement; and if there is any remaining amount of Severance Pay, the excess amount shall be paid to the Covered Employee in cash.

C. Restrictions

Within the meaning of this policy, an individual may “retire” only once. Retirement from another district shall make an individual ineligible for this retirement benefit.

- D. Any Administrator who retires under STRS and returns to employment in the District will not be eligible for severance pay.

VACATION DAYS

ADMINISTRATOR BENEFIT PROVISIONS

Eighty (80) hours of unused vacation can be carried over to the next school year. New balances for vacation begin August 1 of each year.

ADMINISTRATOR 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)		

ADMINISTRATOR 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

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

This Memorandum of Understanding is entered into this 20th day of October 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”); and

WHEREAS, 9.02, Workday, D. Preparation Time, states the following:

“1. Preparation Time

1. A bargaining unit member will, in addition to his/her lunch period, have daily preparation time during which he/she will not be assigned any other duties (except as provided in Section 5.04, herein) or be required to attend any meetings. This planning time shall be during the student day, inclusive of travel time to escort students, and shall be as follows:

a. Elementary – Two hundred eighty-five (285) minutes per five-day workweek. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each elementary member. Any additional daily planning segments shall be no less than fifteen (15) consecutive minutes.

b. Middle School – One (1) regular class period.

c. Senior High School – One (1) regular class period.”

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

1. For the second semester of the 2020-2021 school year, Mr. Matt Shiarla will teach a seventh class in lieu of his planning period.
2. In lieu of the lost planning time minutes each day, Mr. Shiarla will be paid forty-five (45) minutes per day at his per diem rate. Mr. Shiarla will submit a time sheet to Mr. Moore, according to our bi-weekly pay schedule, to be paid for the time worked.
3. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.
4. 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

Rob Earle, WEA Co-President

Stephine Schmeltzer, WEA Co-President

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

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

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

This Memorandum of Understanding is entered into this 20th day of October 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”); and

WHEREAS, 10.04 G. addresses Included Students.

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

1. A bargaining unit member who volunteers and is selected by the Director of Student Services to write an IEP for a student who attends a private school on a Jon Peterson Scholarship or an Autism Scholarship will be paid \$300.00 for each IEP written.
2. The bargaining unit member who writes the said IEP will also attend the student’s IEP team meeting(s).
3. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.
4. 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

Rob Earle, WEA Co-President

Stephine Schmeltzer, WEA Co-President

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

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____



2020-2021 School Year Education Continuity Plan

A. Purpose

As we have learned since March, there are no guarantees as they relate to COVID-19. While the Wadsworth City School District Board of Education has committed to return students to our school buildings for the 2020-2021 school year while offering the Wadsworth Wired online option for those choosing to not return to our buildings, there remains a need to have back-up plans in place in case we have to transition to remote learning or a hybrid model during the school year.

The purpose of this document is to detail each back-up plan (remote learning and the hybrid model) and how the transition into and out of them will occur.

Students enrolled in Wadsworth Wired (commitment deadline of August 10) will remain in Wadsworth Wired, regardless of a transition to remote learning or the hybrid model.

B. Factors That Would Lead to a Transition

1. A mandate to close schools by the Governor and/or the Ohio Department of Health Director
2. A decision by the Wadsworth City School District Board of Education

There are a variety of factors that the board of education will consider. If our county is placed at Level 4 (color purple) on the Ohio COVID-19 Risk Level Guidelines for the Public, we will transition to remote learning during the period of time we are placed in Level 4. Any level below 4, including Level 3 (color red), will not be the sole determining factor in transitioning to a back-up plan.

Ohio COVID-19 Risk Level Guidelines for the Public			
LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
Public Emergency Active exposure and spread. Follow all current health orders.	Public Emergency Increased exposure and spread. Exercise high degree of caution. Follow all current health orders.	Public Emergency Very high exposure and spread. Limit activities as much as possible. Follow all current health orders.	Public Emergency Severe exposure and spread. Only leave home for supplies and services. Follow all current health orders.
LEVEL 1–4 REQUIRE COMPLIANCE WITH ALL HEALTH ORDERS			

For any other situation, we will review the information below to determine if a transition from in-person learning for all to remote learning or the hybrid model is necessary:

- Review of the most current Ohio COVID-19 Risk Level Guidelines for the Public;

- Review of Wadsworth City School District specific COVID-19 data (if available from the county health department), including test positivity rate and incidence rate; and
- Consultation with the Medina County Health Department.

C. Timeline for Transition

Into Remote Learning/Hybrid Model

The presumption is that a transition into remote learning or the hybrid model will need to be made immediately, based upon a State of Ohio Order or local COVID-19 data. Based upon this presumption, we would announce our transition to either remote learning or the hybrid model, and we would take two (2) school days to implement the transition. Students would not be in school during the two (2) transition days.

Example:

Monday: State of Ohio Order to remote learning is issued. Monday is the last student day of in-person instruction.

Tuesday and Wednesday: Transition days where students are not in school and remote learning is not occurring.

Thursday: Remote learning begins.

If the scenario that requires us to transition into remote learning or the hybrid model allows for a longer transition time while students remain in our buildings, we will do this. If permitted, the transition time would be two (2) weeks from the announcement.

Out of Remote Learning/Hybrid Model:

Once a decision is made to allow for all students to return to our buildings, there will be a two (2) week transition period. During this transition period, students will continue their education in remote learning or the hybrid model.

Example:

Monday (September 14): Decision made to return all students to our school buildings (excluding those enrolled in Wadsworth Wired).

Monday (September 14) through Friday (September 25): Students continue in remote learning or in the hybrid model.

Monday (September 28): All students return to our school buildings (excluding those in

Wadsworth Wired).

D. Remote Learning

Based upon feedback from the May 28 student, parent/guardian(s) and teacher surveys and the work of the 2020-2021 School Year Advisory Committee, remote learning will look different than it did from March through May of last school year.

The Wadsworth City School District [remote learning webpage](#) is in the process of being updated to reflect changes to our guidelines. While exact schedules and details will be provided to students by their teacher(s) as we transition into remote learning, the revisions to our guidelines include the following:

1. Student Interaction with Teachers and Support Staff

This interaction will occur during the typical school day timeframe and will be based upon what the teacher determines is best for her/his students and should include, at a minimum, the following:

- Live interaction with teachers throughout the school day, through avenues like live lessons and/or sessions at consistent times each day;
- The availability of recorded lessons for students to view at a later time;
- Individual and/or small group meetings with students; and
- Office hours.

Monday through Thursday will be considered all-student instruction days. Friday is a planning day which will be utilized for supplemental student instruction, office hours, IEP minute needs, professional development, and communicating with parent/guardian(s) the schedule for the upcoming week.

2. Feedback/Grading

Students will be provided with regular feedback on assignments and assessments.

Students will be graded in the same way they would if they were attending school in-person (e.g., issuance of letter grades for students in grades 3-12; standards-based report card for preschool through second grade).

3. Student Attendance

The procedures found in [Wadsworth City School District Board of Education Policy 5200. Attendance](#), will be followed. 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).

4. Students with Exceptional Learning Needs

Instruction for students with exceptional learning needs will include the following:

- Coordination of the intervention specialist's/tutor's/gifted instructor's schedule with other teachers to ensure that a student's time with each does not overlap;
- Utilization of paraprofessionals, when required through individual education programs, to provide support to both students and teachers; and
- Use of "break-out rooms" in the virtual environment to provide small group instruction and/or individual instruction.

5. Assessments and Diagnostic Testing

Local assessments and diagnostic testing will continue, as they do when students are in our school buildings. We will follow the requirements set forth by the State of Ohio for state assessments in a remote learning environment (these requirements do not currently exist).

6. Electronic Device and Other Materials

Students will be provided with an electronic device (iPad for students in preschool through first grade; Chromebook for students in second through twelfth grade).

Students will be provided with other materials (e.g., workbooks) needed for remote learning.

These materials will be sent home with students on the last day of in-person instruction prior to the transition into remote learning.

7. Internet Service

Families that do not have internet service at home are asked to contact Mr. Phil Luthman, Technology Director, at 330-335-1406 or at pluthman@wadsworthschools.org. We will work with families in this situation to provide service.

8. Professional Development and Technology Support

Professional development and technology support for students, staff and parent/guardian(s) on the programs used in remote learning will be provided.

9. Breakfast and Lunch for Students

Our intention would be to provide breakfast and lunch for students who need it, as we have done since March. Our ability to do this will be dependent on a waiver for this type of service being accepted by the Ohio Department of Education.

E. Hybrid Model

1. Schedule

Preschool:

Students will continue with their traditional schedule (half-day, Monday through Thursday).

Kindergarten:

Students will attend school Monday through Friday for a half-day. There is no home learning component.

Group A (last name A - K*): Attend school from 9:00 - 11:30 a.m.

Group B (last name L - Z*): Attend school from 1:00 - 3:30 p.m.

*Students with different last names in the same household will be placed into the same group, per the parent/guardian(s) request. Parent/guardian(s) are asked to contact your child(ren)'s building principal to make this request.

First Grade:

Students will attend school Monday through Friday for a half-day. Students will have work to complete at home during the school time they are not in school.

Group A (last name A - K*): Attend school from 9:00 - 11:30 a.m.

Group B (last name L - Z*): Attend school from 1:00 - 3:30 p.m.

*Students with different last names in the same household will be placed into the same group, per the parent/guardian(s) request. Parent/guardian(s) are asked to contact your child(ren)'s building principal to make this request.

Second Grade through Twelfth Grade:

Students will attend school two (2) days per week, according to the following schedule:

Group A (last name A - K*): Attend school as follows:

- 2nd-6th grade: Monday and Wednesday, 9:00 a.m. - 3:30 p.m.
- 7th-8th grade: Monday and Wednesday, 7:35 a.m. - 2:30 p.m.
- 9th-12th grade: Monday and Wednesday, 7:35 a.m. - 2:34 p.m.

Group B (last name L - Z*): Attend school as follows:

- 2nd-6th grade: Tuesday and Thursday, 9:00 a.m. - 3:30 p.m.
- 7th-8th grade: Tuesday and Thursday, 7:35 a.m. - 2:30 p.m.
- 9th-12th grade: Tuesday and Thursday, 7:35 a.m. - 2:34 p.m.

*Students with different last names in the same household will be placed into the same group, per the parent/guardian(s) request. Parent/guardian(s) are asked to contact Mr. Gabe Tudor, Assistant Superintendent, at 330-336-3571 or at gtudor@wadsworthschools.org to make this request.

Students will have work to complete at home the days they are not in school. Friday will be used as a planning day which will include supplemental in-person instruction and office hours.

2. Students with Exceptional Learning Needs

Students with exceptional learning needs may need to attend school five (5) full days per week, per each student's individualized education program (IEP). The IEP team will make these determinations based upon the student's learning needs and other safety factors related to school attendance and COVID-19.

3. COVID-19 Building Safety Measures

The building safety measures in place for all students returning to our school buildings will be followed. You can review the initial safety measures by clicking the following links:

- [Wadsworth City School District 2020-2021 Return to School Plan](#);
- [Reopening Plan for Elementary Buildings](#)
- [Reopening Plan for Central Intermediate School](#)
- [Reopening Plan for Wadsworth Middle School](#)
- [Reopening Plan for Wadsworth High School](#)

4. School Transportation

Bus route details for parent/guardian(s) of students utilizing school district transportation will be provided prior to implementation of the hybrid model.

5. Breakfast and Lunch for Students

Our intention would be to provide breakfast and lunch for students who need it on the days they are not in school. Our ability to do this will be dependent on a waiver for this type of service being accepted by the Ohio Department of Education.

Wadsworth City School District Strategic Planning Survey
Summary of Results
September 2020

What follows is a summary of the 2020 strategic planning survey responses. A thematic content analysis was completed where responses were categorized into key words or phrases. Categories where there were more than one (1) respondent are included on this summary document. The Wadsworth City School District Board of Education has full access to all responses.

Question: In regards to the strategic plan area of curriculum/instruction/assessment, please list areas that you feel are a strength of our school district.

<u>Response Theme:</u>	<u>Number of Responses:</u>
Staff	20
Curriculum	10
Honors/CCP/AP Courses	8
Gifted Program	5
Four Cities Compact	5
Small Class Sizes	4
Instruction	3
Fine Arts	2
Professional Development	2
Textbook Adoption Process	2
Technology	2

Question: In regards to the strategic plan area of curriculum/instruction/assessment, please list areas where you feel additional focus would benefit our school district.

<u>Response Theme:</u>	<u>Number of Responses:</u>
Social Emotional Learning	5
Services for Students Who Struggle Academically	5
Instruction	3
Diversity	3
Elementary Gifted Services	3
Curriculum	2
Reduce Class Sizes	2
Increase Options for Non-College Bound Students	2
Technology	2
Add Additional Courses for Students	2
Elementary Reading Program	2

Question: In regards to the strategic plan area of facilities/safety/security/transportation, please list areas that you feel are a strength of our school district.

<u>Response Theme:</u>	<u>Number of Responses:</u>
Safety	22
Facilities	20
Transportation	9

Question: In regards to the strategic plan area of facilities/safety/security/transportation, please list areas where you feel additional focus would benefit our school district.

<u>Response Theme:</u>	<u>Number of Responses:</u>
New CIS Building	8
More School Resource Officers	4
More Aides in the Classroom	3
Revise Transportation Eligibility to Include Those Who Live Less Than One (1) Mile	2
Need Additional Parking	2

Question: In regards to the strategic plan area of faculty/staff/student personnel, please list areas that you feel are a strength of our school district.

<u>Response Theme:</u>	<u>Number of Responses:</u>
High Quality Staff Members	25
Small Class Sizes	3

Question: In regards to the strategic plan area of faculty/staff/student personnel, please list areas where you feel additional focus would benefit our school district.

<u>Response Theme:</u>	<u>Number of Responses:</u>
Increase Diversity in Staff	7
Reduce Class Sizes	2
Increase Number of Mental Health Professionals Available to Students	2
Address Bullying	2
Increase the Number of Aides in the Classroom	2

Question: In regards to the strategic plan area of finance, please list areas that you feel are a strength of our school district.

<u>Response Theme:</u>	<u>Number of Responses:</u>
Fiscal Responsibility	19
CFO/Treasurer	7

Question: In regards to the strategic plan area of finance, please list areas where you feel additional focus would benefit our school district.

<u>Response Theme:</u>	<u>Number of Responses:</u>
Lower Activity Assessment Fee	3
Don't Request a New Levy	3
Revise the Purchase Order Process	2

Question: In regards to the strategic plan area of school/community relations, please list areas that you feel are a strength of our school district.

<u>Response Theme:</u>	<u>Number of Responses:</u>
Communication	30
Community Partnerships	25

Question: In regards to the strategic plan area of school/community relations, please list areas where you feel additional focus would benefit our school district.

<u>Response Theme:</u>	<u>Number of Responses:</u>
Update Website More Frequently	5
Start the School Year in September	2

Question: In regards to the strategic plan area of technology, please list areas that you feel are a strength of our school district.

<u>Response Theme:</u>	<u>Number of Responses:</u>
Device Access/1:1 Program	30
Technology Team	10

Question: In regards to the strategic plan area of technology, please list areas where you feel additional focus would benefit our school district.

<u>Response Theme:</u>	<u>Number of Responses:</u>
Professional Development	7
Remote Learning	3
Internet Access for Students at Home	3
Devices for Support Staff	3
Creation of Technology Standards	2

Question: If you could pick one (1) area that you would like to see our board of education focus on in our next strategic plan, what would it be?

<u>Response Theme:</u>	<u>Number of Responses:</u>
Social Emotional Learning/Mental Health	4
Add Technology Integrationists at Each Building	2
Increase Standardized Test Scores/ Improve State Report Card	2
Reduce Class Sizes	2
Increase AP Course Offerings	2
Address Bullying	2
Increase Staff to Support Student Needs	2